



AGENDA

BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

Regular Meetings: First, Second, and Third Tuesday of each month. Location of meeting is specified below.
Teleconference Only - No Physical Location

Regular Meeting March 16, 2021

TELECONFERENCE INFORMATION

As authorized by Governor Newsom's Executive Order, N-29-20, dated March 17, 2020, the meeting will be held via teleconferencing with members of the Board attending from separate remote locations. This altered format is in observance of recommendations by local officials that precautions be taken, including social distancing, to address the threat of COVID-19.

Important Notice to the Public Regarding COVID-19

Based on guidance from the California Department of Public Health and the California Governor's Officer, in order to minimize the spread of the COVID-19 virus, please note the following:

1. Joining via Zoom

There is no physical location of the meeting open to the public. You may participate in the Zoom Webinar, including listening to the meeting and providing public comment, by following the instructions below.

To join the meeting by computer:

Visit <https://monocounty.zoom.us/j/96714501026>

Or visit <https://www.zoom.us/> click on "Join A Meeting" and use the Zoom Meeting ID 967 1450 1026.

To provide public comment (at appropriate times) during the meeting, press the "**Raise Hand**" button on your screen.

To join the meeting by telephone:

Dial (669) 900-6833, then enter Webinar ID 967 1450 1026.

To provide public comment (at appropriate times) during the meeting, press *9 to raise your hand.

2. Viewing the Live Stream

If you are unable to join the Zoom Webinar of the Board meeting you may still view the live stream of the meeting by visiting http://monocounty.granicus.com/MediaPlayer.php?publish_id=759e238f-a489-40a3-ac0e-a4e4ae90735d

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).

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

Please refer to the Teleconference Information section to determine how to make public comment for this meeting.

2. RECOGNITIONS

A. Red Cross Month Proclamation and Good Neighbor Partnership Awardee

Departments: Social Services

20 minutes (15 minute presentation, 5 minute discussion)

(Kathy Peterson and Cathy Young, Social Services; Eddie Zamora, Executive Director, American Red Cross Kern County and Eastern Sierra Chapter) - American Red Cross (ARC) Central California Region requests the Board of Supervisors proclaim March as Red Cross Month. In addition, ARC representatives will honor Topaz Lodge with the 2020 Good Neighbor Partnership Award for their outstanding sheltering collaboration on the Mountain View Fire.

Recommended Action: Issue a proclamation declaring March as Red Cross Month and join Red Cross in honoring Topaz Lodge as the 2020 Good Neighbor Partnership awardee.

Fiscal Impact: 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

Receive brief oral report on emerging issues and/or activities.

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. Board Minutes - February 2, 2021

Departments: Clerk of the Board

Approval of the Board Minutes from the Regular Meeting on February 2, 2021.

Recommended Action: Approve the Board Minutes from the Regular Meeting on February 2, 2021.

Fiscal Impact: None.

B. Appointment to First 5 Mono County Children and Families Commission

Departments: First 5

Request for Board of Supervisors to appoint Janice Mendez to the First 5 Mono County Children and Families Commission.

Recommended Action: Appoint Janice Mendez to the Mono County Children and Families Commission to serve a three-year term commencing March 16, 2021 and expiring March 15, 2024.

Fiscal Impact: None.

C. Fiscal Year 2021 USGS Joint Funding Agreement

Departments: Community Development

Agreements with United States Geological Survey (USGS) and Ormat Nevada, Inc. (Ormat) for FY 2021 Funding of Long Valley Hydrologic Monitoring Program.

Recommended Action: Authorize the Mono County Community Development Director to execute (1) the USGS Joint Funding Agreement NO. 21ZGJFA60095610 and (2) Agreement Between the County of Mono and Ormat Nevada, Inc. to fund the Long Valley hydrologic monitoring program for FY 2021.

Fiscal Impact: None.

D. Emergency Guardrail Replacement – Project Completion

Departments: Public Works - Roads

Completion of the Emergency Guardrail replacement project on Eastside Lane and North River Lane.

Recommended Action: Find that the emergency work to replace guardrails on Eastside and North River Lanes, which were damaged in the Mountain View Fire, has been completed and action is no longer needed.

Fiscal Impact: None.

E. Virginia Lakes Road Maintenance Project

Departments: Public Works

The project consists of asphalt maintenance by application of slurry seal, paint re striping and sign replacement on Virginia Lakes Road

Recommended Action:

1) Approve bid package and authorize the Public Works Department to advertise

the project for bids.

2) Authorize the Public Works Director to execute a contract, in form approved by County Counsel, with the lowest responsive and responsible bidder in an amount equal or less than the Engineer's Estimate, plus 10 percent contingency.

3) Authorize the Public Works Director to reject all bids if no bid is received that is less than the Engineer's Estimate, plus 10 percent contingency.

Fiscal Impact: Estimate of this project is \$407,000, funded by Senate Bill No. 1 (SB1), and is included in the 2020-21 approved budget.

F. Resolution in Support of AB 779 re: Changes to Personnel Classification

Departments: Sheriff

Proposed Resolution R21-___ in Support of AB 779. The Mono County Sheriff's Office is working with Assembly Member Frank Bigelow on Assembly Bill 779, which will add the Counties of Del Norte, Madera, Mono, and San Mateo to the list of counties noted in 830.1(c) of the Penal Code. Penal Code 830.1(c) authorizes peace officer status to correctional officers of specified counties while on-duty and engaged in the performance of their duties, or when performing other law enforcement duties directed by his or her employing agency during a local state of emergency.

Recommended Action: Approve Board of Supervisors Resolution R21-___, in support of AB 779, further acknowledging that Mono County is requesting legislative authority to implement the changes to personnel classification.

Fiscal Impact: None.

6. CORRESPONDENCE RECEIVED

Direction may be given to staff regarding, and/or the Board may discuss, any item of correspondence listed on the agenda.

A. Letter from June Lake Citizens Advisory Committee (CAC) re: Request for Support of Project to Install an Electric Vehicle Charging Station at Gull Lake Park

A letter from the June Lake Citizens Advisory Committee requesting support from the Board of Supervisors for the project to install an electric vehicle charging station at Gull Lake Park.

B. Notice of Preparation and CEQA Scoping Meeting – Waste Discharge Requirements for Nonpoint Source Discharges on Federal Lands within the Lahontan Regional Water Quality Control Board Region

Notice from the Lahontan Regional Water Quality Control Board regarding conducting a California Environmental Quality Act (CEQA) scoping meeting to receive input from interested persons on the scope and content of the Environmental Impact Report that will be prepared for the proposed project:

Waste Discharge Requirements for Nonpoint Source Discharges Related to Certain Activities Conducted by the Bureau of Land Management and the United States Forest Service on Federal Lands (Federal NPS Permit).

C. Los Angeles Department of Water and Power (LADWP) Temporary Urgency Change Petition to Deviate from the Stream Restoration Flow Requirements

The Los Angeles Department of Water and Power (LADWP) requests that the State Water Resources Control Board (SWRCB) approve the Temporary Urgency Change Petition (TUCP), pursuant to Water Code Section No. 1435, to temporarily deviate from the Stream Restoration Flow requirements as outlined in the SWRCB Order 98-05. Upon approval of the TUCP, flows will be scheduled in Rush, Lee Vining, Walker, and Parker Creeks in accordance with the enclosed "MONO BASIN OPERATIONS PLAN UNDER THE APRIL 2021 TUCP".

D. Rush Creek Project Relicensing, FERC Project No. 1389

Notice that Southern California Edison (SCE) is in the early stages of relicensing the Rush Creek Hydroelectric Project (Federal Energy Regulatory Commission, Project No. 1389).

7. REGULAR AGENDA - MORNING

A. Employment Development Department, Workforce Services Branch

Departments: Social Services and EDD Workforce Services Branch
20 minutes (10 min presentation; 10 minutes discussion)

(Kathryn Peterson (DSS), Francie Avitia (DSS), Shelly Tarver (EDD), Cristina Garza (EDD)) - Representatives with the Employment Development Department, Workforce Services Branch (Shelly Tarver, Central Valley Deputy Division Chief and Cristina Garza, Bakersfield Alternate Cluster Manager) will provide a brief presentation on the services they provide, including ways they can assist Mono County residents with general unemployment insurance navigation.

Recommended Action: Receive a brief presentation from representatives with the Employment Development Department, Workforce Services Branch

Fiscal Impact: None.

B. Superintendent of Schools Report

Departments: Mono County Office of Education
30 minutes

(Dr. Stacey Adler, Superintendent of Schools) - Dr. Stacey Adler, Superintendent, will present her regular update to the Mono County Board of Supervisors, including but not limited to the topics of a status update on the re-opening of schools, county-wide equity training for the schools, the social

emotional learning grant, and Child Abuse Prevention Month.

Recommended Action: None, informational only.

Fiscal Impact: None.

C. COVID-19 (Coronavirus) Update

1 hour

(Robert C. Lawton, CAO, Bryan Wheeler, Public Health Director) - Update on Countywide response and planning related to the COVID-19 pandemic, including reports from the Emergency Operations Center (EOC), Unified Command (UC), and the various branches of the EOC, including Community Support and Economic Recovery, Joint Information Center (JIC), and Public Health.

Recommended Action: Approve and authorize the Board Chair to sign a letter to Governor Newsom requesting lowering the standards for rural counties to move up from tier to tier under the State COVID-19 guidelines.

Fiscal Impact: None.

D. Mountain View Fire Update

10 minutes

(Justin Nalder, EOC Director) - Update on the Mountain View Fire in Walker, CA.

Recommended Action: Receive update from Incident Command for the Mountain View Fire and involved staff regarding impacts of the fire, recovery efforts, County response, debris removal and related topics. Provide any desired direction to staff.

Fiscal Impact: No impact from this update.

E. Urgency Ordinance Establishing Processes and Requirements for Mountain View Fire Debris Cleanup

Departments: Environmental Health

10 minutes

(Louis Molina, Environmental Health Director) - Proposed urgency ordinance establishing processes and requirements for debris removal from Mountain View Fire damaged properties. This Ordinance shall become effective immediately upon adoption and requires a 4/5 vote to pass.

Recommended Action: Adopt proposed ordinance.

Fiscal Impact: Unknown. Potential costs to Mono County could be incurred for any property that did not enter into either the OES debris removal program or the Alternative Program, and where the cost of abatement was paid for by the county.

F. Mountain View Fire Recovery - Revisions to Temporary Emergency Dwelling Standards

Departments: Community Development Department

10 minutes

(Wendy Sugimura, Community Development Director) - Proposed resolution revising standards for the placement of temporary emergency dwellings to facilitate reconstruction associated with Mountain View Fire recovery.

Recommended Action: Find that the proposed resolution qualifies under CEQA exemptions 15303(a) and 15303(b), direct staff to file a Notice of Exemption, and adopt proposed resolution with any desired modifications. Provide any further direction to staff.

Fiscal Impact: No anticipated further impacts beyond the impacts previously acknowledge and associated with the fee waivers adopted under Resolution R20-103.

G. Planning Commission Appointments

Departments: Community Development Department

5 minutes

(Wendy Sugimura, Community Development Director) - Appoint/Reappoint Planning Commissioners to serve new four year terms on the Planning Commission.

Recommended Action:

- 1) Reappoint Scott Bush, with term expiring March 1, 2025, to the Mono County Planning Commission as recommended by Supervisor Peters; and
- 2) Appoint Jora Fogg, with term expiring March 1, 2025, to the Mono County Planning Commission as recommended by Supervisor Gardner; and
- 3) Reappoint Roberta Lagomarsini, with term expiring March 1, 2025, to the Mono County Planning Commission as recommended by Supervisor Duggan.

Fiscal Impact: No impact beyond budgeted expenses.

H. Assessment Appeals Board Presentation

Departments: Clerk of the Assessment Appeals Board

20 minutes (15 minute presentation; 5 minute discussion)

(Scheereen Dedman, Assistant Clerk of the Assessment Appeals Board) - This item is a presentation of an overview of the Assessment Appeals Board, including it's purpose, assessment types, appeal / hearing schedule, the appeal process, and the local rules. This item will also review proposed amendments to the Mono County Assessment Appeals Board Local Rules (Exhibit A), approved by the Assessment Appeals Board at it's annual business meeting in July 2020.

Recommended Action:

- 1) Receive presentation; and
- 2) Approve proposed amendments to the Mono County Assessment Appeals Board Local Rules.

Fiscal Impact: None.

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Please refer to the Teleconference Information section to determine how to make public comment for this meeting.

9. CLOSED SESSION

A. Closed Session - Labor Negotiations

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Bob Lawton, Stacey Simon, Janet Dutcher, and Dave Wilbrecht. 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). Unrepresented employees: All.

B. Closed Session - Public Employee Evaluation

PUBLIC EMPLOYEE PERFORMANCE EVALUATION. Government Code section 54957. Title: County Administrative Officer.

C. Closed Session - Public Employee Evaluation

PUBLIC EMPLOYEE PERFORMANCE EVALUATION. Government Code section 54957. Title: County Counsel.

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

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Please refer to the Teleconference Information section to determine how to make public comment for this meeting.

11. REGULAR AGENDA - AFTERNOON

A. Justice, Equity, Diversity, and Inclusion (JEDI) Update

Departments: CAO, Board of Supervisors
30 minutes

(David Wilbrecht, Special Projects Coordinator) - Update on implementing the Board's Justice, Equity, Diversity, and Inclusion (JEDI) Initiative.

Recommended Action: No recommended action required at this time.

Fiscal Impact: At the mid-year budget, the Board of Supervisors approved \$30,000 for the JEDI Initiative. A portion of these funds are being used for the next steps in implementing the Board's JEDI Initiative. Staff is coordinating and finalizing a Professional Services Agreement with Dr. Rita Cameron Wedding for the implementation as directed by the Board of Supervisors in Resolution R20-93 approved on October 13, 2020. The Professional Services Agreement is divided into three phases with fees of \$6,500 per phase for a total of \$19,500.

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 March 16, 2021

Departments: Social Services

TIME REQUIRED 20 minutes (15 minute presentation,
5 minute discussion)

**PERSONS
APPEARING
BEFORE THE
BOARD**

Kathy Peterson and Cathy Young,
Social Services; Eddie Zamora,
Executive Director, American Red
Cross Kern County and Eastern Sierra
Chapter

SUBJECT Red Cross Month Proclamation and
Good Neighbor Partnership Awardee

AGENDA DESCRIPTION:

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

American Red Cross (ARC) Central California Region requests the Board of Supervisors proclaim March as Red Cross Month. In addition, ARC representatives will honor Topaz Lodge with the 2020 Good Neighbor Partnership Award for their outstanding sheltering collaboration on the Mountain View Fire.

RECOMMENDED ACTION:

Issue a proclamation declaring March as Red Cross Month and join Red Cross in honoring Topaz Lodge as the 2020 Good Neighbor Partnership awardee.

FISCAL IMPACT:

None.

CONTACT NAME: Social Services, Kathy Peterson

PHONE/EMAIL: 7609376518 / kpeterson@mono.ca.gov

SEND COPIES TO:

K Peterson

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Proclamation

History

Time

Who

Approval

3/7/2021 3:54 PM	County Counsel	Yes
2/25/2021 12:21 PM	Finance	Yes
3/11/2021 12:48 PM	County Administrative Office	Yes



Office of the ... DEPARTMENT OF SOCIAL SERVICES

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

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

KATHRYN PETERSON, MPH
Director

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To: Mono County Board of Supervisors
From: Kathryn Peterson, Social Services Director
Date: February 23, 2021
Re: *March Is Red Cross Month* Proclamation and Good Neighbor Partnership Award

Recommended Action:

Issue a proclamation declaring March as Red Cross Month and join Red Cross in honoring Topaz Lodge as the 2020 Good Neighbor Partnership awardee.

Fiscal Impact:

None.

Discussion:

Red Cross Month

March is "Red Cross Month." The tradition of March being declared Red Cross Month began in 1943 with a proclamation from President Franklin D. Roosevelt and for more than 75 years, all US presidents have designated this month.

Mono County is part of the American Red Cross Central California Region which serves over 4.2 million residents throughout 11 counties: Fresno, Inyo, Kern, Kings, Madera, Mariposa, Mono, San Luis Obispo, Santa Barbara, Tulare and Ventura. Mono County joins the Red Cross in recognizing all those who have answered the call to help others under the Red Cross emblem that continues to stand for help and hope during the most challenging of times. Social Services staff request a proclamation celebrating Red Cross Month be read by the Board Chair.

Good Neighbor Partnership Award

Each year the American Red Cross Central California Region nominates an individual or organization to receive the Good Neighbor Partnership Award for significant contribution to the American Red Cross (ARC). Topaz Lodge of Gardnerville, Nevada was selected to receive the 2020 Good Neighbor Partnership Award by the Central California Region. This award is made to Topaz Lodge for their outstanding sheltering collaboration on the Mountain View Fire, and in serving the many displaced residents of the Walker/Coleville area. ARC representatives will honor members of the Topaz Lodge team.



RED CROSS MONTH 2021 PROCLAMATION

WHEREAS, the American Red Cross plays a vital role in our communities, alleviating suffering in the face of disaster and serving as a true reflection of the humanitarian and volunteer spirit of the people of Mono County; and

WHEREAS, every year, the American Red Cross responds to more than 62,000 disasters across the country, including mudslides, volcanos, wildfires, hurricanes, and typhoons; and

WHEREAS, thousands of American Red Cross volunteers work with local communities to shelter, feed and provide emotional support around the clock to victims of disaster, including in response to the Slink and Mountain View Fires; and

WHEREAS, the Red Cross supplies almost half of the nation's blood supply, teaches lifesaving skills, provides international humanitarian aid, supports military members and their families, and supports victims of disaster; and

WHEREAS, March is Red Cross Month, a special time to recognize and thank the Red Cross volunteers and donors who give their time and resources to help members of the community.

NOW, THEREFORE, the Mono County Board of Supervisors proclaims March 2021 as American Red Cross Month in Mono County and encourage all residents to support this organization and its noble humanitarian mission.

APPROVED AND ADOPTED this 16th day of March, 2021, by the Mono County Board of Supervisors.

Jennifer Kreitz, Supervisor District #1

Rhonda Duggan, Supervisor District #2

Bob Gardner, Supervisor District #3

John Peters, Supervisor District #4

Stacy Corless, Supervisor District #5



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE March 16, 2021

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes - February 2, 2021

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approval of the Board Minutes from the Regular Meeting on February 2, 2021.

RECOMMENDED ACTION:

Approve the Board Minutes from the Regular Meeting on February 2, 2021.

FISCAL IMPACT:

None.

CONTACT NAME: Queenie Barnard

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Minutes](#)

History

Time	Who	Approval
3/7/2021 4:02 PM	County Counsel	Yes
3/4/2021 8:38 AM	Finance	Yes
3/11/2021 12:48 PM	County Administrative Office	Yes



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

Regular Meetings: First, Second, and Third Tuesday of each month. Location of meeting is specified below.
Teleconference Only - No Physical Location

**Regular Meeting
February 2, 2021**

Backup Recording	Zoom
Minute Orders	M21-24 – M21-38
Resolutions	R21-13 Not Used
Ordinance	ORD21-01 Not Used

9:17 AM Meeting Called to Order by Vice Chair Gardner.

Supervisors Present: Corless, Duggan, Gardner, Kreitz, and Peters (all attended via teleconference).
Supervisors Absent: None.

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

Pledge of Allegiance led by Supervisor Peters.

Supervisor Gardner:

- Adjourn today's meeting in the memory of Penny Kellogg, longtime resident in the Lee Vining and Mono Basin communities

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Paul McFarland:

- Update on DeChambeau ponds project

Bartshe Miller:

- Thanked Paul McFarland for work with DeChambeau Creek Foundation

Katie Maloney Bellomo:

- Observations and concerns about vaccination program in Mono County

2. RECOGNITIONS - NONE

Note:

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

3. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

Bob Lawton, CAO:

- Veteran Services update
- Trailers from City of Los Angeles – Thanked Justin Nalder, Stacey Simon, and Kathy Peterson
- Thanked County departments, particularly Public Works, for their response to the recent heavy snowfall

4. DEPARTMENT/COMMISSION REPORTS

Ingrid Braun, Mono County Sheriff:

- Addressed weather events throughout county - stranded motorists, two deaths

Kathy Peterson, Social Services Director:

- CalFresh program update
- Medi-cal Commercial Plan re-procurement process

Tony Dublino, Director of Public Works:

- Solid Waste – transfer stations unable to open
- Roads – issues throughout county, roads remained unplowed, exceeded capacity
- Issued three avalanche closures during course of storm
- Preemptive road closures
- All hands on deck - moved all Facilities staff with Class B licenses into Equipment
- Agency coordination in advance regarding potential stranded motorists
- Impacts of internet mapping services
- Pool vehicle snow removal at Civic Center

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. Reappointment to County Service Area #1 Advisory Board

Departments: Clerk of the Board

The County Service Area #1 (CSA1) Advisory Board recommends the reappointment of Denise Perpall to its Board effective February 2, 2021, for a term expiring November 30, 2024.

Action: Appoint Denise Perpall to the CSA1 Board effective February 2, 2021, for a term expiring November 30, 2024.

Peters motion; Duggan seconded.

Vote: 5 yes, 0 no

M21-24

B. Antelope Valley Regional Planning Advisory Committee (AVRPAC) Appointment

Departments: Community Development Department

Note:

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

Antelope Valley Regional Planning Advisory Committee (AVRPAC) member Appointment. This is a recommendation to appoint Sally Rosen to the AVRPAC.

Action: Appoint Sally Rosen to a four-year term on the Antelope Valley Regional Planning Advisory Committee effective February 2, 2021, for a term expiring December 31, 2024, as recommended by Supervisor Peters.

Peters motion; Duggan seconded.

Vote: 5 yes, 0 no

M21-25

C. Letter of Support for the Caltrans Sustainable Transportation Planning Grant Application

Departments: Community Development Department - Planning

The Planning Division will be submitting an application for a Caltrans Sustainable Transportation Planning Grant prior to February 12, 2021, for the purpose of planning multi-modal mobility and traffic calming measures between the Yosemite Area Transit System (YARTS) bus stop on State Route (SR) 120 and the town of Lee Vining. The project's focus will improving multi-modal connectivity in this corridor.

Action: Approve and sign the letter in support of the Planning Division's application for a Caltrans Sustainable Transportation Planning Grant.

Peters motion; Duggan seconded.

Vote: 5 yes, 0 no

M21-26

D. Letter of Support for Eastern Sierra Transit Authority's (ESTA) Federal Transit Administration (FTA) Section 5304 Grant Application for Sustainable Transportation Planning

Departments: Eastern Sierra Transit Authority

Letter of support for ESTA's FTA Section 5304 grant application for sustainable transportation planning.

Action: Approve and sign the letter in support of ESTA's FTA Section 5304 grant application for sustainable transportation planning.

Peters motion; Duggan seconded.

Vote: 5 yes, 0 no

M21-27

E. Claim for Damages - Arlene Wright

Departments: Risk Management

Claim for damages filed by Arlene Wright for bodily injury outside of the jurisdiction or control of Mono County.

Action: Deny the claim and direct the Risk Manager, in consultation with County Counsel, to send the notice to the claimant of said denials.

Peters motion; Duggan seconded.

Note:

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

Vote: 5 yes, 0 no

M21-28

F. Best Best & Krieger Engagement Letter

Departments: County Counsel

Proposed contract with the law firm of Best Best & Krieger, LLP pertaining to the provision of back-up legal services during the current period of vacancy in the County Counsel's Office. Advanced conflict waiver for potential future (but currently unknown) conflicts which may arise in unrelated water law matters.

Action: Approve County entry into proposed engagement letter and authorize County Counsel to execute said contract on behalf of the County. Approve proposed advanced conflict waiver and authorize the County Counsel to execute.

Peters motion; Duggan seconded.

Vote: 5 yes, 0 no

M21-29

G. 2019-2020 Grand Jury Report Response

Departments: Public Works, IT, Sheriff

Response to request for information from the 2020-21 Mono County Grand Jury.

Action: Approve proposed letter to Mono County Grand Jury responding to its January 13, 2021 request for Board response to the 2019-20 Grand Jury Report.

Corless motion; Gardner seconded.

Vote: 5 yes, 0 no

M21-30

H. Emergency Guardrail Replacement - Justification for Continued Emergency

Departments: Public Works - Roads

Update on the Emergency Guardrail replacement project on Eastside Lane and North River Lane and finding of continued emergency

Action:

1. As established by Public Contract Code Chapter 2.5, "Emergency Contracting Procedures," review the emergency action taken on Jan 5, 2021 and make a finding, based on substantial evidence set forth in this staff report and at the meeting, that the emergency continues to exist as to Eastside Lane and North River Lane, and that continuation of action to replace the damaged guardrail on both roads is necessary to respond to the emergency. [4/5th Vote Required.]

2. Delegate to the Mono County Road Operations Superintendent the authority to continue to procure the necessary equipment, services, and supplies for the emergency guardrail replacement on Eastside Lane and

Note:

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

North River Lane, without giving notice for bids to let contracts, including executing any agreements or contracts for the construction or repair of the damaged/destroyed guardrails. [4/5th Vote Required.]

Peters motion; Duggan seconded.

Vote: 5 yes, 0 no

M21-31

I. Agreement with Inyo County for Senior Service Funds

Departments: Social Services

The County of Inyo-Eastern Sierra Area Agency on Aging (ESAAA) Program provides revenues to the County of Mono for the provision of senior services. Senior services offered by Mono County include Nutrition Programs (Congregate and Home Delivered Meals); senior center activities; transportation and assisted transportation; and information and assistance to seniors throughout Mono County. This Agreement mirrors the State four-year plan cycle, with contingencies for annual updates and changes.

Action: Approve the proposed Agreement with Inyo County for the provision of senior services by Mono County for an initial one-year period of July 1, 2020 through June 30, 2021 with three options to extend the Agreement for additional one-year periods through June 30, 2024; and authorize the Board Chair to execute the Contract on behalf of the County.

Peters motion; Duggan seconded.

Vote: 5 yes, 0 no

M21-32

J. Mono County Behavioral Health Recommendation to Hire Clinical Supervisor at D Step

Departments: Behavioral Health

In an effort to fill its vacant Clinical Supervisor position, the Behavioral Health Department recommends hiring the successful candidate at a D step. This recommendation accounts for years of experience in the field and will assist in recruiting a highly qualified candidate in this difficult-to-recruit position. The position is on the Department's allocation list in the 82 range.

Action: Authorize Hiring Clinical Supervisor at D Step.

Peters motion; Duggan seconded.

Vote: 5 yes, 0 no

M21-33

K. Drug Medi-Cal Contract

Departments: Behavioral Health

Proposed contract with California Department of Health Care Services pertaining to Drug Medi-Cal services for substance abuse treatment in Mono County.

Note:

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

Action: Approve County entry into proposed contract and authorize Robin K. Roberts, Director of Mono County Behavioral Health to execute said contract on behalf of the County.

Peters motion; Duggan seconded.

Vote: 5 yes, 0 no

M21-34

L. Monthly Treasury Transaction Report

Departments: Finance

Treasury Transaction Report for the month ending 12/31/2020.

Action: Approve the Treasury Transaction Report for the month ending 12/31/2020.

Peters motion; Duggan seconded.

Vote: 5 yes, 0 no

M21-35

M. Quarterly Investment Report

Departments: Finance

Investment Report for the Quarter ending 12/31/2020.

Action: Approve the Investment Report for the Quarter ending 12/31/2020.

Peters motion; Duggan seconded.

Vote: 5 yes, 0 no

M21-36

6. CORRESPONDENCE RECEIVED

Direction may be given to staff regarding, and/or the Board may discuss, any item of correspondence listed on the agenda.

The Board acknowledged receipt of the correspondence.

A. Letter from Wildlife Conservation Board (WCB) re: Acquisition of Fee Title Over 160 Acres of Wildlife Habitat Located in Mono County

The California Department of Fish and Wildlife (CDFW), through the Wildlife Conservation Board (WCB), is involved in a land acquisition program focused on the long-range protection and enhancement of habitat for fish and wildlife. The CDFW identifies sites considered for acquisition in response to public interest, legislative mandate and departmental goals. The WCB will consider the acquisition of fee title over 160 acres of wildlife habitat located in Mono County at the February 25, 2021 WCB meeting.

B. Notice of Availability of a Final Supplemental Environmental Impact Report for the Casa Diablo IV Project

Notice of Availability (NOA) for the Casa Diablo IV Geothermal Power Plant Project Final Supplemental Environmental Impact Report (SEIR) and

Note:

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

Notice of Rescission of the Certification of the 2014 Final EIR for the Casa Diablo IV Geothermal Power Plan Project published January 27, 2021.

7. REGULAR AGENDA - MORNING

A. COVID-19 (Coronavirus) Update

(Robert C. Lawton, CAO, Dr. Tom Boo, Mono County Health Officer) - Update on Countywide response and planning related to the COVID-19 pandemic, including reports from the Emergency Operations Center (EOC), Unified Command (UC), and the various branches of the EOC, including Community Support and Economic Recovery, Joint Information Center (JIC), and Public Health.

Action: None.

Dr. Tom Boo, Mono County Health Officer:

- PPT presentation (can be found under Supporting Documents on the meeting webpage) – 7-day metrics, updated lodging guidelines, vaccination update, mutant virus strains

Christy Milovich, Assistant County Counsel:

- SB 91 eviction moratorium update

Supervisor Peters:

- CSAC Rural Caucus update

Alicia Vennos, Economic Development Director:

- Local Town and County business assistance program updates

Bryan Wheeler, Public Health Director:

- Efforts to increase vaccine enrollment in Latino population

B. Mountain View Fire Update

(Justin Nalder, EOC Director) - Update on the Mountain View Fire in Walker, California.

Action: None.

Justin Nalder, EOC Director:

- Held 5th community workshop – guest presenters from Small Business Administration and California Office of Emergency Services
- Stage 2 of EOC recovery efforts (3 stage process)
- Solicitation for Right of Entry forms – 94 processed

C. Contract with Lionakis in Support of Bridgeport Jail Project

Departments: Public Works

(Tony Dublino, Director of Public Works) - Proposed contract with Lionakis of Sacramento, CA for Architectural and Engineering services in support of the Bridgeport Jail project.

Note:

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

Action: Approve and authorize the Public Works Director to execute and administer a professional services agreement with Lionakis of Sacramento, California, to provide jail architecture and engineering services for the new Jail in Bridgeport in an amount not to exceed \$2,797,113. This authorization shall include making minor amendments to said agreement from time to time as the Public Works Director may deem necessary, provided such amendments do not substantially alter the scope of work or budget and are approved as to form and legality by County Counsel.

Gardner motion; Peters seconded.

Vote: 5 yes, 0 no

M21-37

Tony Dublino, Director of Public Works:

- Presented item

Supervisor Peters:

- Request for overview of project item added to future agenda

D. Memorandum of Understanding for the Proposed Permanent Supportive Housing Project

Departments: Behavioral Health

(Amanda Greenberg, Behavioral Health Program Manager) - Presentation by Amanda Greenberg regarding the Memorandum of Understanding between Mono County Behavioral Health; Pacific West Communities, Inc.; Mammoth Lakes Pacific Associates, a California Limited Partnership; and Buckingham Property Management for the Proposed Permanent Supportive Housing Project.

Action: Approve and authorize Behavioral Health Director to sign the Memorandum of Understanding and associated exhibits for the proposed permanent supportive housing project.

Corless motion; Gardner seconded.

Vote: 5 yes, 0 no

M21-38

Amanda Greenberg, Behavioral Health Program Manager:

- Presented item

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

None.

9. CLOSED SESSION

Closed Session: 12:15 PM

Reconvened: 1:23 PM

Reentered Closed Session: 4:09 PM

Reconvened: 4:57 PM

Nothing to report out of Closed Session.

Note:

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

A. Closed Session - Labor Negotiations

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Bob Lawton, Stacey Simon, Dave Butters, Janet Dutcher, and Dave Wilbrecht. 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). Unrepresented employees: All.

B. Closed Session - Public Employee Evaluation

PUBLIC EMPLOYEE PERFORMANCE EVALUATION. Government Code section 54957. Title: County Administrative Officer.

C. Closed Session - Initiation of Litigation

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

D. Closed Session - Exposure to Litigation

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

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

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Good Citizen:

- COVID citations [lost connection]

11. REGULAR AGENDA - AFTERNOON

A. Update on the Board of Supervisors' Resolution R20-93 Recognizing Racism as a Public Health Crisis and Affirming Mono County's Commitment to Building Racial Equity and Reducing Disparity

Departments: CAO/Board

(David Wilbrecht, Special Projects Manager, Robert C Lawton, CAO) - On October 13, 2020, the Mono County Board of Supervisors unanimously approved Resolution R20-93, Recognizing Racism as a Public Health Crisis and Affirming Mono County's Commitment to Building Racial Equity and Reducing Disparity. Staff will provide an update on actions taken and next steps.

Action: None.

Note:

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

Supervisor Corless:

- Introduced item

Dave Wilbrecht, Special Projects Manager:

- Thanked staff/individuals involved: Alastair Flores, Jazmin Barkley, Kasandra Montes, Michael Jones, Michelle Raust, Megan Mahaffey, Robin Roberts, Sheriff Braun, Dr. Boo
- Will come back to the Board in March with framework around JEDI Commission, potentially joining GARE, training plan
- Collaborating with other entities

B. Implicit Bias Training

Departments: Board of Supervisors

(Dr. Rita Cameron Wedding) - The Board of Supervisors approved Resolution R20-93 unanimously on October 13, 2020. As a further step to implement Resolution R20-93, the County has initiated training on implicit bias by Dr. Rita Cameron Wedding.

Action: None.

Dr. Rita Cameron Wedding:

- Implicit Bias Training (Training video and discussion available as a standalone video on YouTube: <https://www.youtube.com/watch?v=UKd9nuOQiZ0>)

12. BOARD MEMBER REPORTS

Supervisor Corless:

- Participated in two different meetings related to our Mammoth Lakes 395 Wildlife Crossing – planning presentation at Eastern Sierra interpretive Association’s Winter Adventure Series on February 11, after the Dispersed Camping Summit. Beth Pratt from Nation Wildlife Federation will be speaking at the Winter Adventure Series on the 11th, then members from local wildlife stewardship team will give an update on the Mammoth projects
- Spent time in the last two weeks in various RCRC meetings. Wrapped up search for new President/CEO for RCRC, offered position to Pat Blacklock, RCRC Board to consider appointment and make that formal next week.
- Last week, participated in a webinar From the California Natural Resources Agency on nature-based solutions for climate change and the “30 by 30” conservation project to conserve 30% of State’s lands and waters by 2030.
- Collaborative Planning Team meeting – great information about what the other land management, wildlife management, and local government agencies are doing.
- Participated in pre-taping for the Visit California Outlook Forum, Visit California’s annual conference. It’s virtual this year and free, encourage everyone to sign up. Will be speaking on a panel on sustainable tourism.
- Last Friday, the California Association of Local Behavioral Health Boards and Commissions had a training focused on cultural competency
- Hoping the Board can engage in priority setting through strategic planning

Supervisor Duggan:

- 01/20/21 – Town of Mammoth Lakes Town Council Meeting
 - I attended the TC Meeting with as there were presentations of several projects in Mammoth Lakes that involved recreation, trails, and mobility.

Note:

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- ESSCOG presented the work program proposal that was presented at our 1/12/21 Board meeting. Their resolution to support and fund was adopted.
- There was a regular update and discussion with Mammoth Lakes Recreation (MLR) on work program, activities, and projects.
- 01/21/21 - Various meetings and seminars
 - I participated in the Trindel FISH – the 4 Principles for creating and sustaining positive and productive working relationships.
 - My first FISH seminar was nearly 30 years ago, but I found the principles are timeless and still relevant in today's world.
 - NWS Weather Briefing - This is always informative and entertaining, but also gives valuable information on weather patterns and trends that can impact our preparation and actions.
 - I participated in the Women In Business online presentation and discussion: Social Media for the Time-Crunched Mountain Town Female. Featuring Caroline Britton Digital Marketing Specialist for Northern Inyo Healthcare District Start out 2021 by revamping your relationship with your social media accounts.
- 1/25/21 - Mammoth Voices Leadership Academy - I participated in a Mammoth Voices forum where participants included newly elected and appointment public officials who presented their impressions of their roles in the first months of the terms.
- 1/26/21 - Meetings/ Events
 - I participated in the monthly CSA1 to discuss the schedule for funded projects within the Crowley Lake area.
 - I volunteered at the COVID-19 Vaccine Clinic held at Mammoth High School. Many remarked how efficiently it was run and wanted to thank Public Health, Mammoth Hospital, Green Fox Events, Mammoth Lakes Tourism and countless others for pitching in to help protect our community.
 - I attended the Economic Development, Tourism & Film Commission meeting (EDTFC) where staff and commissioners gave reports on preparations for inclement weather under COVID-19 restriction. Jeff Simpson shared a flyer produced by CA Dept of Fish and Wildlife that could inform the public and retailers about the updated Fishing Guidelines beginning March 1, 2021.
- 1/27/21 - Meetings/Events
 - I attended the Caltrans District 9 Webinar to view the California Active Transportation Plan (CAT). This presentation defined a baseline to prioritize and develop plans for improvements for bike and pedestrian access.
 - I participated in the regular meeting of the TVGMD and the discussion regarding next steps for regaining their status as an independent Groundwater Sustainability Agency.
- 1/28/21 - IMACA
 - I attended the IMACA board meeting where the Board discussed financial outlook, grant opportunities and applicants for board vacancies. The board was impressed with the number of high-quality applicants that were interested in serving the community.
- I want to thank all that gave the Board their feedback and observations of agency responses to the recent storm. We saw how regardless of responsibility and authority, all agencies are intertwined and the response of one branch affects another department's ability to respond. I especially want to recognize those that took initiative and helped their neighbors. Some were asked and said yes, but

Note:

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most jumped in, saw what needed to be done and just did it. These are some of the stories shared with me by the people of District 2.

- Thank you, Hank Brown for digging out the fire hydrants in Crowley, and to his wife Diane, who always has a bottle of water ready for the plow driver whenever he comes by. Thank you to Dave Doonan and the White Mountain Fire Department and EMS team that had to dig their way out when HWY 6 closed and shut them in. Thank you to Jarrett Phillips in Chalfant who dragged out the plow to clear streets. Thank you to Harry Bryan and the Parkinsons in Benton. Herbie and Jennifer Parkinson came by and shoveled around cars so residents could get out. Harry Bryan was cleaning around the mailbox with his backhoe and down highway 120, he then cleaned driveways down to the cars. They had just come from bring wood in for a lady and cleaning her drive. They do not want anything; they are just helping those who cannot do for themselves. Thanks again to our Road Department crews and our communities for giving it their all and looking out for one another. There are many more stories and people I did not name but know that your actions were not missed and won't be forgotten.

Supervisor Gardner:

- On Thursday Jan. 21 I participated in a webinar about the Federal and California State Earned Income Tax Credit. This was quite interesting and provided important information about this opportunity for our lower income residents to obtain financial assistance. I would ask our CAO to make sure our Social Services or other appropriate staff are aware of these programs and have a strategy to get information on this program out to our County residents.
- On Thursday, the 21st I also participated in a NACO call. The meeting covered the status of several pending legislative items.
- On the 21st I participated in the quarterly meeting of the First 5 Commission. We reviewed the annual evaluation report on First 5's work this past year.
- On Tuesday, the 26th I participated in a meeting of the Eastern Sierra Interagency Visitor Center, which is the Board that oversees the Lone Pine Visitor Center. This group has not met for some time, but we had a good meeting and discussed several actions regarding the Visitor Center's activities for 2021.
- On Jan. 27 I participated in a CSAC briefing about the California State Budget.
- On Jan. 28 I attended with Supervisor Corless a meeting of the Collaborative Planning Team. There were several updates about various ongoing projects across the County.
- Yesterday I participated in a meeting of the Mono Basin Partners, a group that meets periodically to coordinate on activities around the Mono Basin. We discussed plans for accommodating visitors in 2021 considering continued COVID concerns.
- Yesterday I also participated with Supervisor Corless in the monthly meeting of the ESSRP. We were updated on the status of grant work to date and upcoming projects.

Supervisor Kreitz:

- January 20th - As Vice-Chair of the CSAC Housing, Land-Use, and Transportation Policy Committee I met with the Chair and CSAC Staff to discuss the coming year's policies as they relate to the Committee.
- Thursday, January 21 I attended a Trindel Training on customer service and good co-working relationships for a better overall experience for all. I also listened in on the Mono County vs. LADWP hearing. Had an introductory meeting with the Governor's public affairs Inland Empire office of the Southern California Region. Lastly, I watched the COVID19 Community Conversation that evening. I

Note:

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appreciate the panel on the webinar and the community watching and asking questions.

- Saturday, January 23 I volunteered at the Mammoth Lakes vaccination clinic. Great experience, moved along very efficiently, people were very happy.
- I met with Behavioral Health staff on Tuesday, January 26th to discuss their supportive housing project on The Parcel.
- January 27th I attended the CSAC State Budget review webinar.
- January 28th I attended a NACo call with President Biden administration on their COVID response. Later that day I had a meeting with CSAC Housing, Land-Use, and Transportation Policy Committee staff to discuss a NACo interim policy I am proposing to the NACo CWED Committee. The policy would support the reduction of the bond cap from 50% to 25% for 4% LIHTC developments.
- Also on January 28th I attended a redistributing workshop thanks to a heads-up from Supervisor Peters. Raised some questions that the Board will need to consider such as a budget, are we purchasing redistributing software? Good resource is the Common Cause website and allaboutredistricting.org for resources. Data set on demographics has been pushed further out by the Census Bureau - July at the earliest according to the panelist.
- I attended MUSD Board meeting where they discussed their reopening plan. Even though MUSD teachers and staff have been largely vaccinated in tier 1b, the school administration expressed concern of the efficacy of the vaccine and opening schools for in person learning. The MMS and MES administration spoke about the rapidly growing achievement gap as a result of the ongoing distance learning. The gap is exponentially greatest with the English Language learning student body. Again, COVID is highlighting inequities in education. Their next meeting will dive more into the data.
- Monday, February 1 I attended the CSAC training on the COVID Tenant Relief Act - SB91. Housingiskey.com for more information. For small jur Mono County tenants and landlords will work through the state's contractor, LISC to receive the federal rental assistance funds.
- Late Monday afternoon was the regular CCRH Legislative Committee meeting. The Committee discussed the HCD "Pause" of funding source NOFA's as a result of the November State Audit report highlighting the waste and inefficiencies in California's affordable housing funding structures and agencies.
- Last evening I attended the MLH Board meeting. We approved a work plan for the coming year. We discussed MLH's role in the development of The Parcel. Based on my experience in other LITC developments with Pacific Companies in Mammoth Lakes, MLH should be a local general partner. As a local general partner, MLH would be the only local eyes on the ground for input on design, asset management from a local perspective and oversight of the physical property and should be paid via the development and operating sources, not by the Town and local taxes. Local taxes and other sources have provided significantly to the development of phase one and The Parcel, overall.

Supervisor Peters:

- 395 is open
- 20th: attended the Economic Recovery Branch of the EOC meeting – group continues to be very active and looking to see how Town and County can recover from pandemic and economic devastation
- 21st: Attended NACo west region meeting
- 22nd: NACO Human Services and Education Leadership call, CSAC rural COVID group
- 25th: attended NACo AG and Rural Affairs Steering Committee meeting
- 26th: Tourism Commission meeting

Note:

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

- 27th: CSAC budget update, NACo Human Services and Education monthly call, CalTrans District 9 Active Transportation webinar
- 28th: Attended Common Cause Redistricting workshop, CSAC Resiliency Working Group – focusing on figuring out key priorities including supporting legislation and we're working to continue this effort, NACo National Membership call, IMACA Board meeting
- 29th: CSAC Rural County Working Group, NACo Resilient Counties monthly call
- Mountain View Fire Community Conversation last night
- During the last couple weeks, talking and working with Toiyabe Health Clinic. Tomorrow will be the day they receive the equipment necessary to open the clinic in Bridgeport.
- Thanked all neighbors helping neighbors and County staff who helped us get through this unique storm that we just had this past week

Moved back to Item 9

ADJOURNED AT 4:58 PM in memory of Penny Kellogg.

ATTEST

**JENNIFER KREITZ
CHAIR OF THE BOARD**

**QUEENIE BARNARD
SENIOR DEPUTY CLERK OF THE BOARD**



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

REGULAR AGENDA REQUEST

Print

MEETING DATE March 16, 2021

Departments: First 5

TIME REQUIRED

SUBJECT Appointment to First 5 Mono County
Children and Families Commission

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Request for Board of Supervisors to appoint Janice Mendez to the First 5 Mono County Children and Families Commission.

RECOMMENDED ACTION:

Appoint Janice Mendez to the Mono County Children and Families Commission to serve a three-year term commencing March 16, 2021 and expiring March 15, 2024.

FISCAL IMPACT:

None.

CONTACT NAME: Molly DesBaillets, First 5 Executive Director

PHONE/EMAIL: 760-924-7626 / mdesbaillets@monocoe.org

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> Staff Report</p>

History

Time	Who	Approval
3/7/2021 3:47 PM	County Counsel	Yes
3/2/2021 10:15 AM	Finance	Yes
3/11/2021 12:48 PM	County Administrative Office	Yes



Bob Gardner
Commission Chair
Mono County Board of
Supervisors

Stacey Adler, PhD
Commission Vice-Chair
Mono County Superintendent
of Schools

Dr. Tom Boo
Mono County Health Officer

Dr. Kristin Collins
Pediatrician
Mammoth Hospital

Michelle Raust
Program Manager, Child and
Adult Services
Mono County Department of
Social Services

Patricia Robertson
Grant and Financial Associate
Mammoth Lakes Housing

Date: March 16th, 2021

To: Honorable Board of Supervisors

From: Molly DesBaillets, Executive Director First 5 Mono County

Subject: Appointment of Janice Mendez to the First 5 Mono County
Children and Families Commission

Recommended Action:

Appoint Janice Mendez to the Mono County Children and Families Commission to serve a three-year term commencing March 16th, 2021 and expiring March 15th, 2024.

Discussion:

On behalf of the Mono County Children and Families Commission, I respectfully request the Board of Supervisors to appoint Janice Mendez to the First 5 Mono County Children and Families Commission.

In accordance with Mono County Code, Ms. Mendez--who serves as the Project Lead for Community Health in Diabetes Prevention for the Bridgeport Indian Colony--wishes to serve under the membership category: *representatives of community-based organizations that have the goal of promoting or nurturing early childhood development.*

Fiscal Impact:

None

Molly DesBaillets, MA
Executive Director

Providing leadership in sustaining a network of support for all children, ages 0 through 5 years, and their families. Partnering with the community to improve outcomes in children's health, safety and learning.

P.O. Box 130 ♦ Mammoth Lakes, CA 93546
760-924-7626 ♦ 760-934-8443 (fax) ♦ mdesbaillets@monocoe.org first5mono.org



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

REGULAR AGENDA REQUEST

Print

MEETING DATE March 16, 2021

Departments: Community Development

TIME REQUIRED

SUBJECT Fiscal Year 2021 USGS Joint
Funding Agreement

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Agreements with United States Geological Survey (USGS) and Ormat Nevada, Inc. (Ormat) for FY 2021 Funding of Long Valley Hydrologic Monitoring Program.

RECOMMENDED ACTION:

Authorize the Mono County Community Development Director to execute (1) the USGS Joint Funding Agreement NO. 21ZGJFA60095610 and (2) Agreement Between the County of Mono and Ormat Nevada, Inc. to fund the Long Valley hydrologic monitoring program for FY 2021.

FISCAL IMPACT:

None.

CONTACT NAME: Nick Criss

PHONE/EMAIL: / ncriss@mono.ca.gov

SEND COPIES TO:

Nick Criss; Wendy Sugimura

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Ormat Funding Agreement - FY 2021
<input type="checkbox"/> USGS Funding Agreement - FY 2021

History

Time	Who	Approval
3/9/2021 1:50 PM	County Counsel	Yes
3/12/2021 7:20 AM	Finance	Yes
3/12/2021 12:29 PM	County Administrative Office	Yes

Mono County Community Development Department

PO Box 347
Mammoth Lakes, CA 93546
760.924.1800, fax 924.1801
commdev@mono.ca.gov

PO Box 8
Bridgeport, CA 93517
760.932.5420, fax 932.5431
www.monocounty.ca.gov

March 16, 2021

To: Board of Supervisors

From: Nick Criss, Code Enforcement Officer
Wendy Sugimura, Director

Re: LONG VALLEY HYDROLOGIC MONITORING FUNDING AGREEMENTS

Recommendation

Authorize Community Development Director to sign the United States Geological Survey (USGS) Joint Funding Agreement (JFA) NO. 21ZGJFA60095610 and the 2020-21 agreement with ORMAT to fund the Long Valley hydrologic monitoring program for 2021 fiscal year.

Fiscal Impact

None. The proposed agreement commits Ormat to fund the USGS well monitoring program for fiscal year 2021.

Discussion

Use Permits for the existing geothermal plant and approved replacement plant require that the operator (Ormat) fund the Hydrologic Resource Monitoring Program to monitor baseline conditions and detect changes in the existing hydrothermal reservoir pressures and shallow water aquifer levels. Via a joint funding agreement with Mono County, with a companion agreement obligating funding by Ormat, the USGS has been primarily responsible for implementation of the monitoring plan. The proposed agreements continue the required monitoring program, with all costs borne by Ormat.

Attachments

- Ormat 2021 Agreement
- USGS Joint Funding Agreement

**AGREEMENT BETWEEN THE COUNTY OF MONO
AND ORMAT NEVADA, INC. PROVIDING FOR THE REIMBURSEMENT
OF COSTS FOR COMPLYING WITH THE LONG VALLEY HYDROLOGIC
ADVISORY COMMITTEE MONITORING PROGRAM FOR FISCAL YEAR 2020**

THIS AGREEMENT is made and entered into between the County of Mono, a political subdivision of the State of California (“County”), and Ormat Nevada, Inc., a corporation organized under the laws of Delaware (“Ormat”).

WHEREAS, conditions of approval D.9 and D.11 of Mono County Use Permit OIE-02-86 for the Mammoth Pacific (MP) II power plant require that the owner, currently Ormat, participate in the monitoring plan (“Program”) of the Long Valley Hydrologic Advisory Committee (“LVHAC”) and fund the costs associated with implementation of the Program; and

WHEREAS, by letter dated September 25, 2020, the U.S. Geological Survey (“USGS”) has provided County with a joint funding agreement for the period of November 1, 2020 through October 31, 2021 (U.S. Department of the Interior, USGS Agreement No. 21ZGJFA60095610, attached hereto as Exhibit A and incorporated herein by this reference) for data collection associated with hydrologic monitoring (“2020-2021 Funding Agreement”); and

WHEREAS, the County and Ormat wish to set forth their mutual agreement regarding the reimbursement of County by Ormat for costs charged to County pursuant to the 2020-2021 Funding Agreement;

NOW, THEREFORE, in consideration of the mutual benefits, promises, covenants, terms, and conditions hereinafter contained, County and Ormat agree as follows:

1. County agrees to make payment to USGS in accordance with the terms of the 2020-2021 Funding Agreement, including any modifications to the 2020-2021 Funding Agreement made in accordance with paragraph 2(d) thereof; provided, however, that County shall not agree to an increased payment pursuant to paragraph 2(d) without written consent of Ormat.

2. Ormat agrees to reimburse County, within thirty (30) business days of receiving a detailed written invoice or request as set forth below, the total amount expended by County under Paragraph 1.

[CONTINUED ON NEXT PAGE]

- A. Written invoices or requests for reimbursement by County shall be emailed to Ormat as follows:

Ormat Nevada, Inc.
Attn: Cheryl Eanes, Compliance Specialist
P.O. Box 1584
Mammoth Lakes, CA 93546
ceanes@ormat.com

- B. Reimbursement shall be sent by Ormat to County as follows:

Mono County Community Development Department
Attn: Megan Mahaffey
P.O. Box 347
Mammoth Lakes, CA 93546

3. **Term.** The term of this Agreement shall be coterminous with the term of the 2020-2021 Funding Agreement, including any extensions thereto agreed to by County and USGS.

4. **Amendments.** No alteration or variation in the terms of this Agreement shall be valid or binding unless made in writing and signed by the parties hereto.

5. **Hold harmless.** Ormat 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, or the 2020-2021 Funding Agreement, by Ormat, USGS, or their agents, officers, or employees. This obligation applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use, caused or alleged to be caused in whole or in part by any act or omission of Ormat, USGS, or their agents, employees, suppliers, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

7. **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 Applicant or County shall be required to make, or may desire to make, shall be in writing and may be personally served, or sent by prepaid first-class mail to the respective parties as follows:

[CONTINUED ON NEXT PAGE]

If to County:

Mono County Community Development
Department
Attn: Wendy Sugimura, Director
P.O. Box 347
Mammoth Lakes, CA 93546

If to Ormat:

Ormat Nevada, Inc.
Attn: Steve Henrickson, Business
Development Manager
6225 Neil Road
Reno, NV 89511

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

9. **Counterparts.** This Agreement may be executed in two (2) or more counterparts (including electronic transmission), each of which shall constitute an original, and all of which take together shall constitute one and the same instrument.

IN WITNESS THEREOF, County and Ormat have executed this Agreement on the _____ day of _____, 2020.

COUNTY OF MONO

ORMAT NEVADA, INC.

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

Mono County Counsel's Office

APPROVED BY RISK MANAGEMENT:

Mono County Risk Manager

EXHIBIT A

USGS AGREEMENT NO. 21ZGJFA60095610

See Attached



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
California Water Science Center
6000 J Street, Placer Hall
Sacramento, CA 95819

September 25, 2020

Mono County Community Development Department
Attn: Ms. Wendy Sugimura, Director
Post Office Box 347
Mammoth Lakes, California 93546

Dear Ms. Sugimura:

This letter confirms discussions between our respective staffs, concerning the cooperative water resources program between Mono County Community Development Department (Mono County) and the U.S. Geological Survey (USGS), during the period November 1, 2020 to October 31, 2021.

A brief description of the proposed program for this period follows:

Baseline Hydrologic Data Collection Program

I. Surface water discharge and water-quality measurements

- A. Discharge measurements will be made and water samples collected quarterly at two sites on Mammoth Creek (stations 10265130 and 10265143). Annual (April) water samples will be analyzed for major ions, nutrients, arsenic, boron, fluoride, and lithium. Field measurements of water temperature, specific conductance, pH, and alkalinity will be made at the time of sampling. Quarterly (January, April, July, and October) water samples will be analyzed for dissolved chloride and boron concentrations; field measurements of water temperature and specific conductance will be made.
- B. Discharge measurements will be made quarterly at Hot Creek above Gorge Geysers (HCA) near Mammoth Lakes for the purpose of estimating thermal spring discharge in Hot Creek Gorge.
- C. Continuous stage will be recorded at the Hot Creek flume (HCF) near Mammoth Lakes. Stage will be used to compute daily mean flow rates. Discharge ratings will be confirmed by making quarterly current meter measurements as required.
- D. Water quality samples will be collected quarterly at stations 10265147 (HCA) and 10265150 (HCF). The samples will be analyzed for dissolved chloride and boron concentrations and the data will be used to estimate thermal spring discharge in Hot Creek Gorge.

II. Spring flow and water-quality measurements

- A. Continuous stage and water temperature measurements will be recorded at the Fish Hatchery Spring groups, AB, CD, and H-2, 3. Stage will be used to compute daily mean flow rates. Discharge ratings will be confirmed by making current meter measurements as required. Water samples will be collected annually (January) at spring groups AB, CD, and H-2, 3, these will be analyzed for major ions, nutrients, arsenic, boron, fluoride, and lithium. Field measurements of water temperature, specific conductance, pH, and alkalinity will be made at the time of sampling. Quarterly (January, April, July, and October) water samples will be collected at AB and CD - these samples will be analyzed for dissolved chloride and boron and field measurements of specific conductance and water temperature will be made.
- B. Water samples from a thermal spring in Hot Creek gorge will be collected and analyzed quarterly for dissolved boron, chloride, water temperature, and specific conductance.

Ms. Wendy Sugimura, Director, Mono County Community Development Department

III. Ground-water levels

- A. Quarterly ground-water level measurements will be made in four wells CH10B (373930118491602), LV-19 (373754118501701), SC-1 (373745118554401), SC-2 (373745118554402), to calibrate the water-level transducers. Daily values (median) of water level depth below land surface will be computed from hourly data (LV-19, SC-1, and SC-2) and twenty minute data (CH10B).

IV. Precipitation data

Daily precipitation records provided by the Desert Research Institute for a site near the Mammoth Ranger Station in Mammoth Lakes will be tabulated for monthly and annual totals.

V. Methods

Field data collection will be carried out following the methods outlined in the USGS Techniques of Water Resources Investigation Series and USGS National Field Manual. Laboratory analyses of water samples will be done at the USGS National Water Quality Laboratory in Denver, Colorado.

VI. Reporting

Biannual data summaries, of the above described data, will be provided to the Long Valley Hydrologic Advisory Committee (LVHAC). All data collected under this agreement will be entered into the USGS National Water Information System (NWIS) database, where it is publicly available.

VII. Meetings

Jim Howle, of our staff, will attend up to two meetings of the LVHAC and be available to discuss the hydrologic data related to the above described monitoring program.

The proposed funding for this agreement is \$145,781. Of this total cost Mono County will contribute \$125,300. and, subject to the availability of cooperative matching funds, the USGS will contribute \$20,481.

Enclosed are two originals of Joint Funding Agreement (JFA) 21ZGJFA60095610, signed by our agency, for your approval. If you are in agreement with this proposed program, please return one fully executed JFA to our office. Work performed with funds from this agreement will be conducted on a fixed-price basis. Billing for this agreement will be rendered quarterly.

The USGS is required to have an agreement in place prior to any work being performed on a project. We request that a fully executed JFA be returned prior to October 15, 2020.

If you have any questions concerning this program, please contact Jim Howle, in our Truckee field office, at (530) 587-0910 x2017. If you have any administrative questions, please contact Irene Rios, in our San Diego Office, at (619) 225-6156.

Sincerely,

ERIC REICHARD Digitally signed by ERIC REICHARD
Date: 2020.09.28 13:39:56 -07'00'

Eric G. Reichard
Director, USGS California Water Science Center

Enclosures

cc: Jim Howle, USGS CAWSC

Form 9-1366
(May 2018)

**U.S. DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY**

Customer #: 600000956
Agreement #: 212GJFA60095610
Project #: ZG009GE
TIN #: 95-6005661
Fixed Cost Agreement YES

JOINT FUNDING AGREEMENT

FOR
WATER RESOURCES INVESTIGATIONS

THIS AGREEMENT is entered into as of the, 25th day of September , 2020 by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the MONO COUNTY COMMUNITY DEVELOPMENT DEPARTMENT (MCCDD), party of the second part.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Baseline Hydrologic Data Collection Program herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.
2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of

(a) by the party of the first part during the period	Amount	Date	to	Date
	\$20,481.00	November 1, 2020		October 31, 2021
(b) by the party of the second part during the period	Amount	Date	to	Date
	\$125,300.00	November 1, 2020		October 31, 2021

USGS DUNs is 1761-38857. The amounts in 2(a) and 2(b) are for the Federal Fiscal Year 2021 (FFY21) of this agreement only.
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0.00

Description of the USGS regional/national program:
No additional contribution
- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.
3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

9-1366 (Continuation)

Customer #:

Agreement #:

6000000956

21ZGJFA60095610

- 7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.
- 8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties.

The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www2.usgs.gov/fsp/>).

- 9. Billing for this agreement will be rendered.

QUARTERLY

Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

U.S. Geological Survey United States Department of the Interior USGS Point of Contact	Mono County Community Development Department Customer Point of Contact
Name: Irene A. Rios, Budget Analyst	Name: Ms. Wendy Sugimura, Director
Address: U.S. Geological Survey, CA WSC 4165 Spruance Rd., Suite 200 San Diego, CA 92101	Address: Mono County Community Development Department 437 Old Mammoth Rd. PO Box 2415 Mammoth Lakes, CA 83546
Telephone: 619-225-6156	Telephone: 760-924-1800
Email: iaros@usgs.gov	Email:

Signatures and Date

Signature: ERIC REICHARD <small>Digitally signed by ERIC REICHARD Date: 2020.09.28 13:40:17 -07'00'</small>	Signature: _____	Date: _____
Name: Eric G. Reichard	Name: Ms. Wendy Sugimura	
Title: Director, USGS CA Water Science Center	Title: Director, Mono County CDD	

Form 9-1366
(May 2018)

**U.S. DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
JOINT FUNDING AGREEMENT**

Customer #: 600000956
Agreement #: 21ZGJFA60095610
Project #: ZG009GE
TIN #: 95-6005661
Fixed Cost Agreement YES

FOR
WATER RESOURCES INVESTIGATIONS

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\$20,481.00	November 1, 2020		October 31, 2021
 - (b) by the party of the second part during the period

Amount	Date	to	Date
\$125,300.00	November 1, 2020		October 31, 2021

USGS DUNs is 1761-38857. The amounts in 2(a) and 2(b) are for the Federal Fiscal Year 2021 (FFY21) of this agreement only.
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0.00

Description of the USGS regional/national program:
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- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
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9-1366 (Continuation)

Customer #:

Agreement #:

600000956

21ZGJFA60095610

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U.S. Geological Survey United States Department of the Interior USGS Point of Contact		Mono County Community Development Department Customer Point of Contact	
Name:	Irene A. Rios, Budget Analyst	Name:	Ms. Wendy Sugimura, Director
Address:	U.S. Geological Survey, CA WSC 4165 Spruance Rd., Suite 200 San Diego, CA 92101	Address:	Mono County Community Development Department 437 Old Mammoth Rd. PO Box 2415 Mammoth Lakes, CA 83546
Telephone:	619-225-6156	Telephone:	760-924-1800
Email:	iarios@usgs.gov	Email:	

Signatures and Date

ERIC REICHARD	Digitally signed by ERIC REICHARD	Date:	Signature:	Date:
	Date: 2020.09.28 13:40:38 -07'00'			
Name:	Eric G. Reichard	Name:	Ms. Wendy Sugimura	
Title:	Director, USGS CA Water Science Center	Title:	Director, Mono County CDD	



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

REGULAR AGENDA REQUEST

Print

MEETING DATE March 16, 2021

Departments: Public Works - Roads

TIME REQUIRED

SUBJECT Emergency Guardrail Replacement –
Project Completion

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Completion of the Emergency Guardrail replacement project on Eastside Lane and North River Lane.

RECOMMENDED ACTION:

Find that the emergency work to replace guardrails on Eastside and North River Lanes, which were damaged in the Mountain View Fire, has been completed and action is no longer needed.

FISCAL IMPACT:

None.

CONTACT NAME: Kevin Julian

PHONE/EMAIL: 7609325449 / kjulian@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> Staff Report</p>

History

Time	Who	Approval
3/11/2021 12:54 PM	County Counsel	Yes
3/12/2021 7:14 AM	Finance	Yes
3/12/2021 12:28 PM	County Administrative Office	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: March 16, 2021

To: Honorable Chair and Members of the Board of Supervisors

From: Kevin Julian, Road Operations Superintendent

Re: Emergency Guardrail Replacement – Project Completion

Recommended Action:

1. Find that the emergency work to replace guardrails on Eastside and North River Lanes, which were damaged in the Mountain View Fire, has been completed and action is no longer needed.

Fiscal Impact:

None

Strategic Plan Alignment: *Infrastructure, Public Safety*

Current project status:

- Complete

If you have any questions regarding this item, please contact me at 760.932.5449. I may also be contacted by email at kjulian@mono.ca.gov.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "KJ", is written over a horizontal line.

Kevin Julian
Road Operations Superintendent



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE March 16, 2021

Departments: Public Works

TIME REQUIRED

SUBJECT Virginia Lakes Road Maintenance
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 consists of asphalt maintenance by application of slurry seal, paint re striping and sign replacement on Virginia Lakes Road

RECOMMENDED ACTION:

- 1) Approve bid package and authorize the Public Works Department to advertise the project for bids.
- 2) Authorize the Public Works Director to execute a contract, in form approved by County Counsel, with the lowest responsive and responsible bidder in an amount equal or less than the Engineer's Estimate, plus 10 percent contingency.
- 3) Authorize the Public Works Director to reject all bids if no bid is received that is less than the Engineer's Estimate, plus 10 percent contingency.

FISCAL IMPACT:

Estimate of this project is \$407,000, funded by Senate Bill No. 1 (SB1), and is included in the 2020-21 approved budget.

CONTACT NAME: Kalen Dodd

PHONE/EMAIL: 760 932 5452 / kdodd@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

[Plans](#)

[Project Manual and Sample Contract](#)

History

Time	Who	Approval
3/10/2021 4:28 PM	County Counsel	Yes
3/12/2021 7:15 AM	Finance	Yes
3/12/2021 12:28 PM	County Administrative Office	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: March 16, 2021
To: Honorable Chair and Members of the Board of Supervisors
From: Kalen Dodd, Associate Engineer
Re: Virginia Lakes Road Maintenance Project

Recommended Actions:

1. Approve the attached bid package and authorize the Public Works Department to advertise the project for bids.
2. Authorize the Public Works Director to execute the contract contained in the attached bid package with the lowest responsive and responsible bidder in an amount equal or less than the Engineer's Estimate, plus 10 percent contingency.
3. Authorize the Public Works Director to reject all bids if no bid is received that is less than the Engineer's Estimate, plus 10 percent contingency.

Fiscal Impact:

The Engineers Estimate, plus 10 percent contingency is \$407,000. The project would be funded with Senate Bill No. 1 (SB1) funds.

Background:

The project will extend along Virginia Lakes Road from Highway 395 to the entrance of the Trumbull Lake Campground. The project will include application of slurry seal to the asphalt, paint restriping and sign replacement.

If approved, the project will be completed during the 2021 construction season.

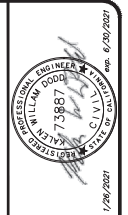
This project is exempt from the California Environmental Quality Act (CEQA Section 15301, Class 1, Type C) and a Notice of Exemption will be recorded for this project by the Public Works Department.

Please contact me at 760 932 5452 or by email at KDodd@mono.ca.gov if you have any questions regarding this matter.

Respectfully submitted,

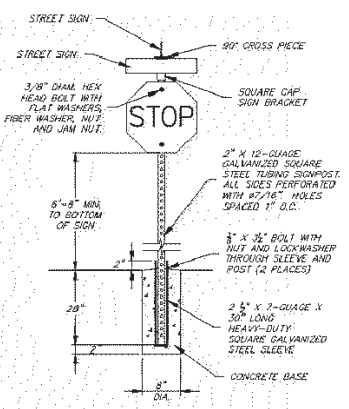
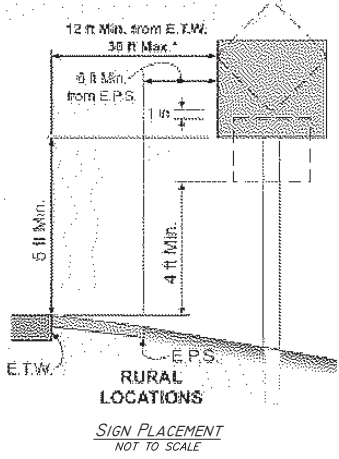
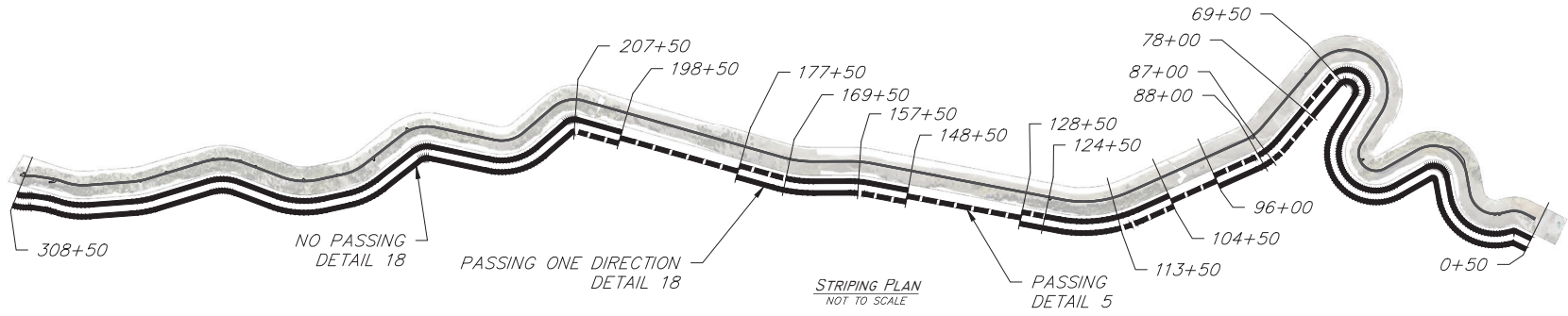
Kalen Dodd, PE
Associate Engineer

Attachments: Project Manual
Project Plans

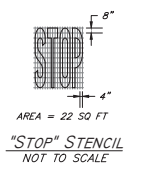
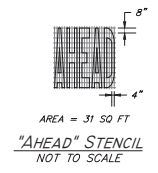
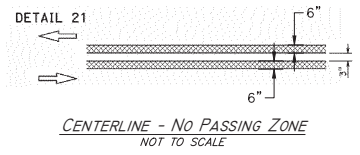
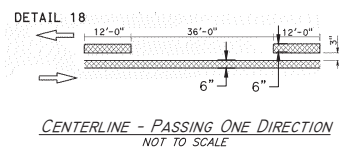
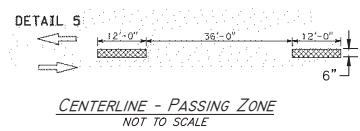
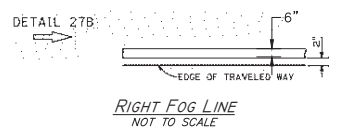


MONO COUNTY PUBLIC WORKS DEPARTMENT	
Rev#	Revision
Date	
01/26/2021	
Prepared By:	K. DODD

VIRGINIA LAKES ROAD MAINTENANCE PROJECT
 PROJECT NUMBER 9310
 DETAILS AND STRIPING PLAN

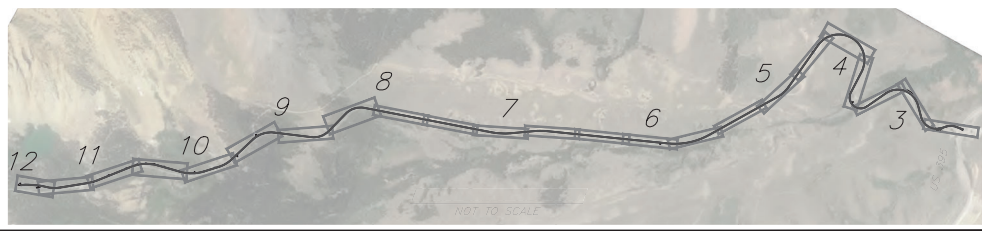
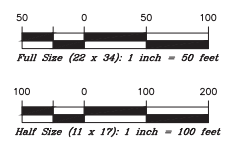


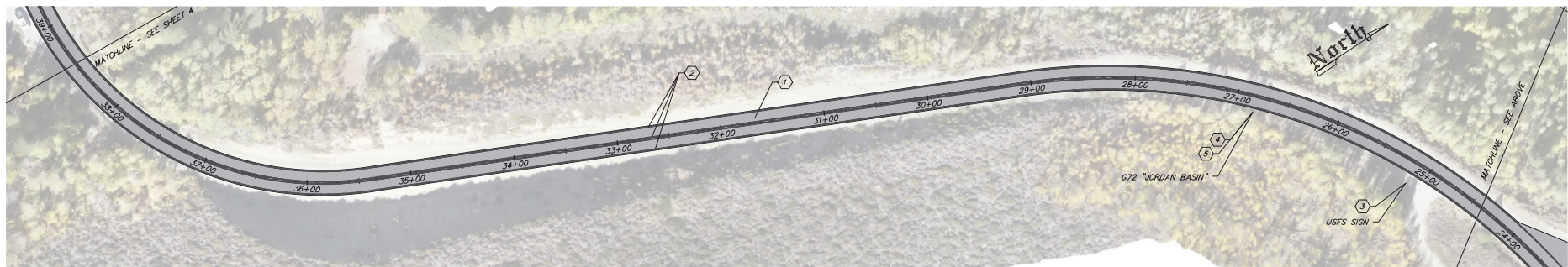
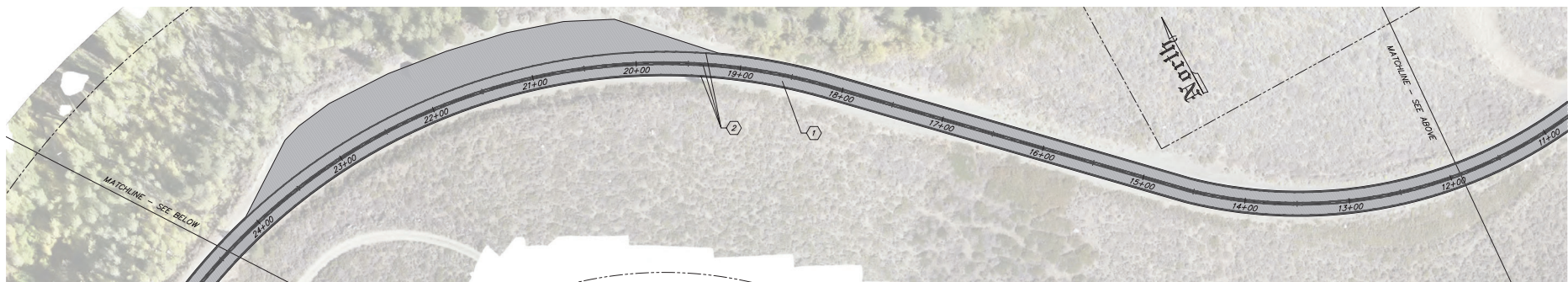
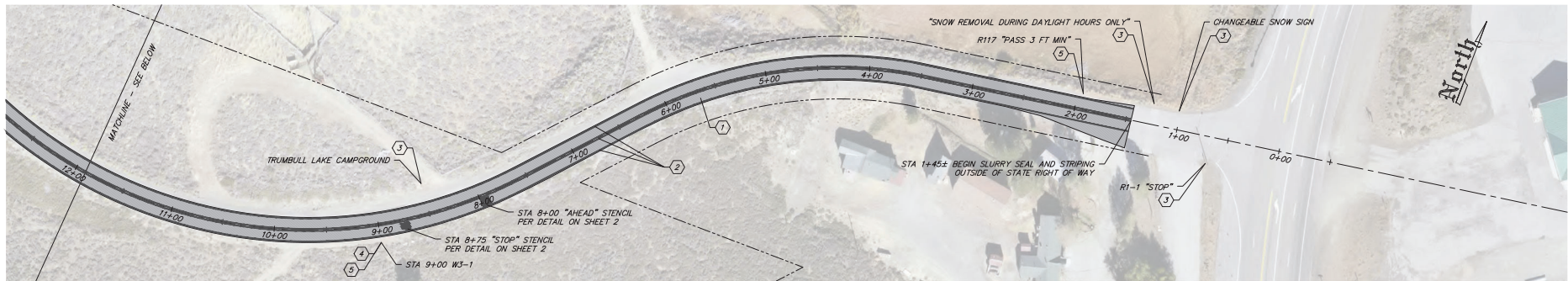
- NOTES:
1. SIGN MATERIALS, CONSTRUCTION AND PLACEMENT SHALL BE IN CONFORMANCE WITH THE LATEST EDITION OF THE CALIFORNIA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
 2. SIGNS SHALL BE MOUNTED WITH TAMPER PROOF HARDWARE.



CONSTRUCTION LEGEND

1. SLURRY SEAL EXISTING ROADWAY PER SECTION 37 OF THE PROJECT SPECIFICATIONS.
2. STRIPE CENTERLINE AND FOG LINES PER DETAILS ON SHEET 2 AND SECTION 84 OF THE PROJECT SPECIFICATIONS.
3. EXISTING SIGN TO REMAIN.
4. REMOVE EXISTING SIGN.
5. INSTALL NEW SIGN PER DETAIL ON SHEET 2 AND SECTION 82 OF THE SPECIFICATIONS.



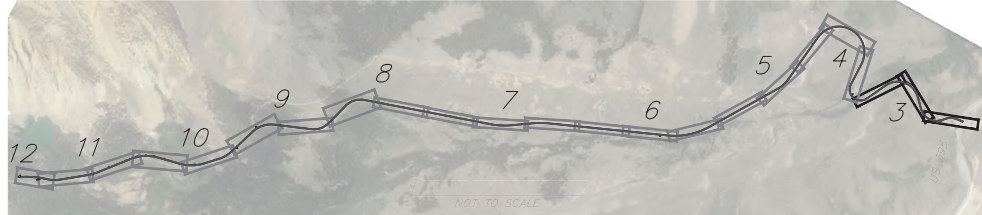


CONSTRUCTION LEGEND

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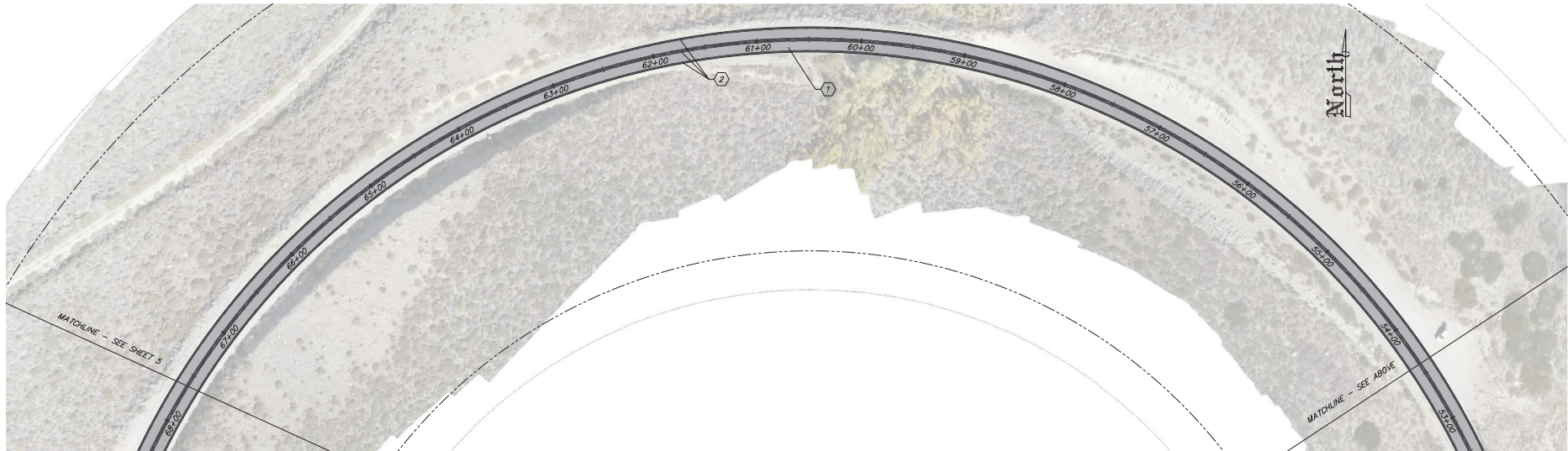
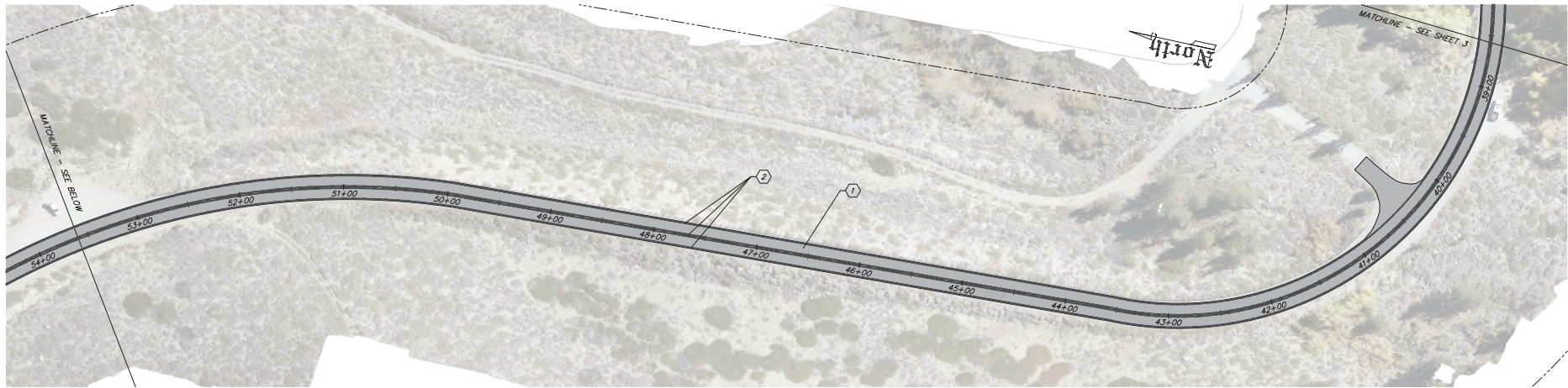
Full Size (22 x 34): 1 inch = 60 feet

Half Size (11 x 17): 1 inch = 100 feet



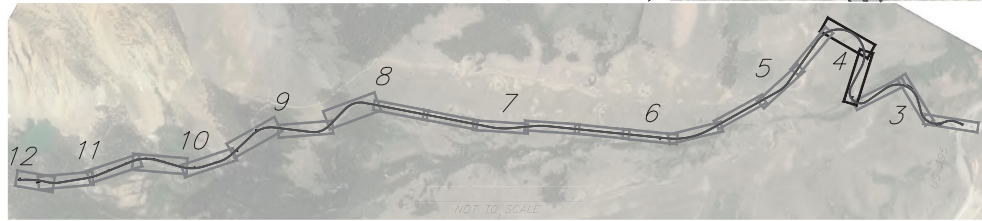
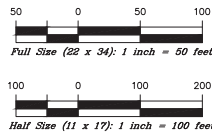
MONO COUNTY PUBLIC WORKS DEPARTMENT	
Rev#	Date
01	01/26/2021
Drawing Date: 01/26/2021	
Prepared By: K. DODD	

VIRGINIA LAKES ROAD MAINTENANCE PROJECT
 PROJECT NUMBER 9310
 TWIN LAKES ROAD STATION 0+00 TO 38+50



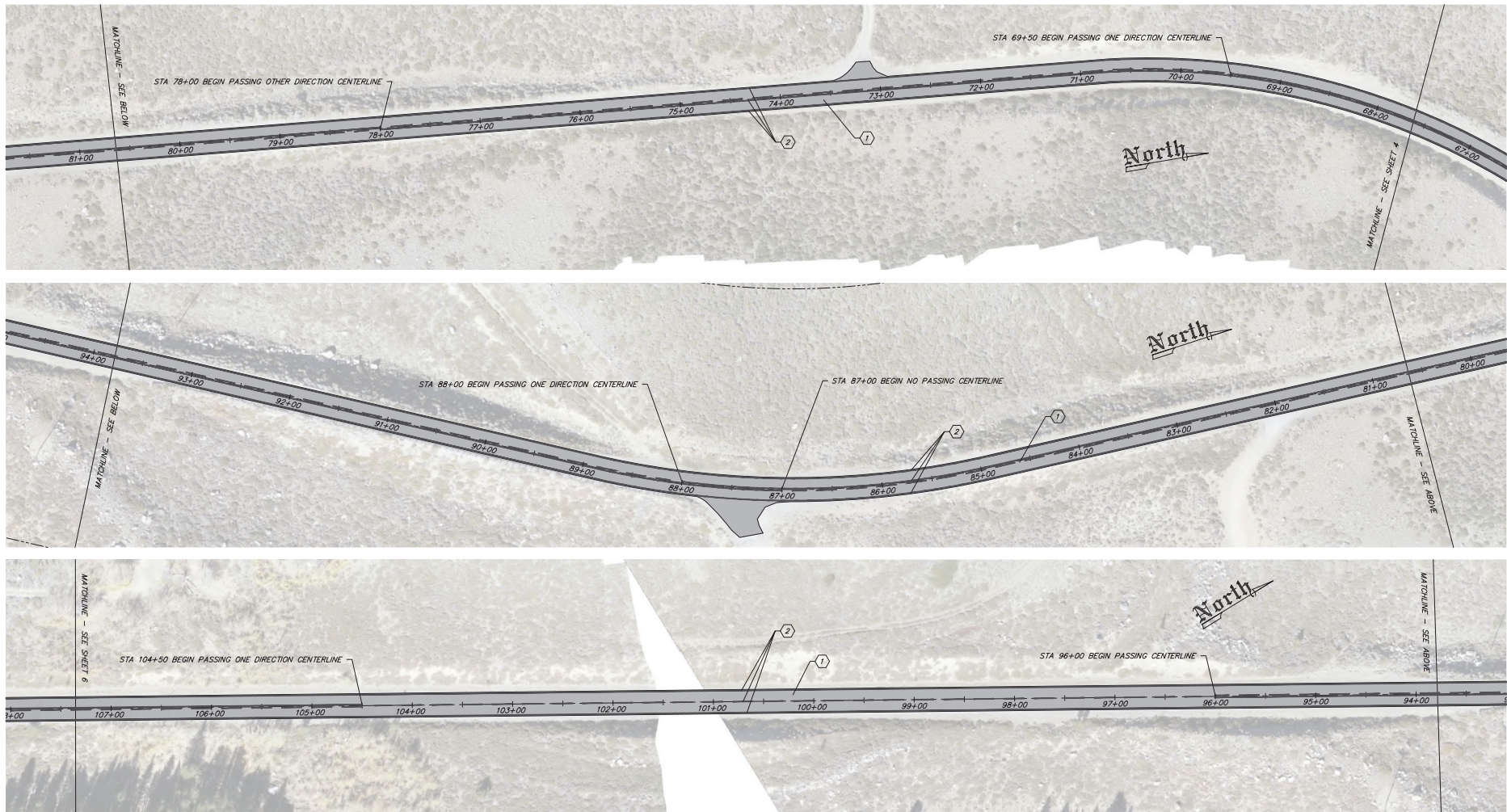
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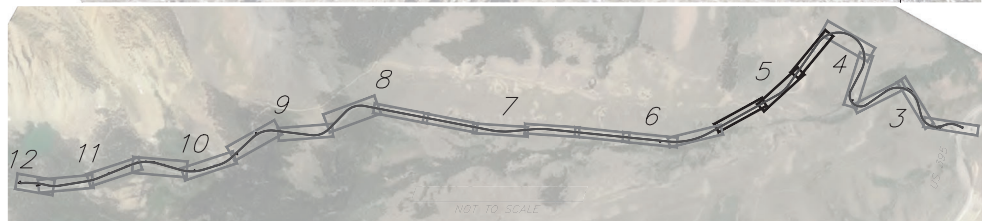
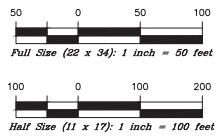


MONO COUNTY PUBLIC WORKS DEPARTMENT	
Rev.#	Date
Drawing Date:	01/26/2021
Prepared By:	K. DODD

VIRGINIA LAKES ROAD MAINTENANCE PROJECT
 PROJECT NUMBER 9310
 TWIN LAKES ROAD STATION 38+50 TO 67+50



- CONSTRUCTION LEGEND**
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 5. INSTALL NEW SIGN PER DETAIL ON SHEET 2 AND SECTION 82 OF THE SPECIFICATIONS.

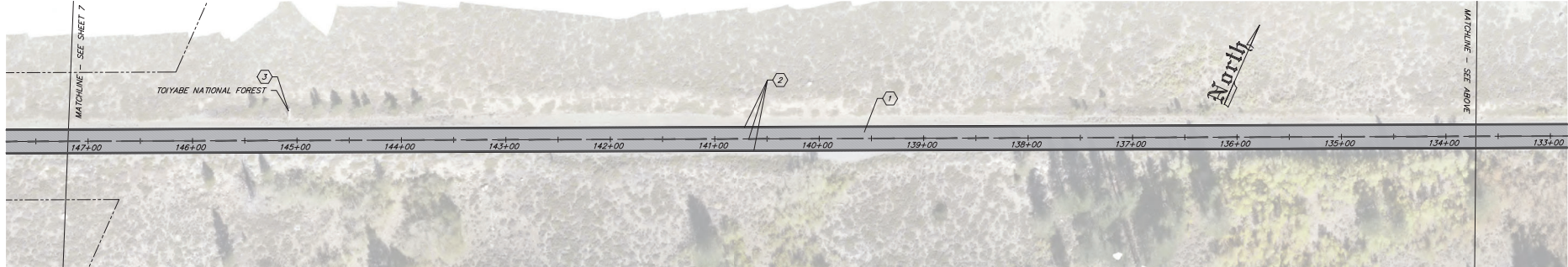
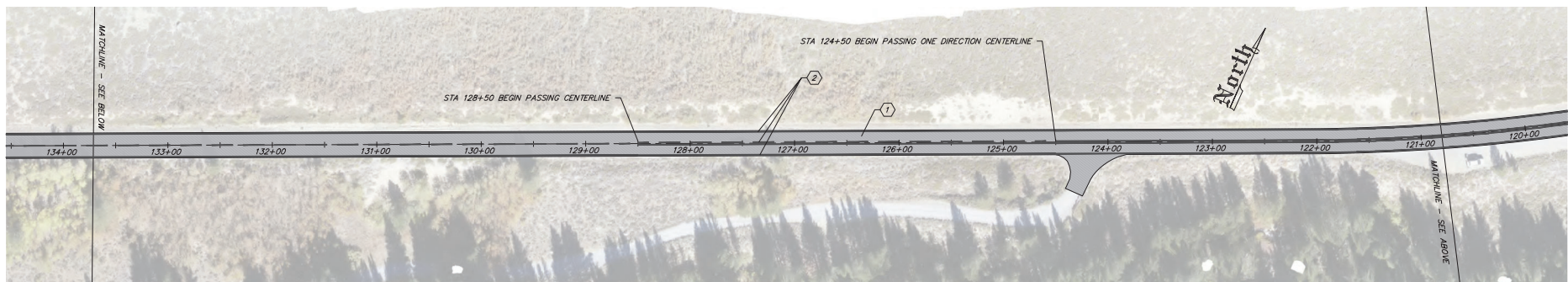
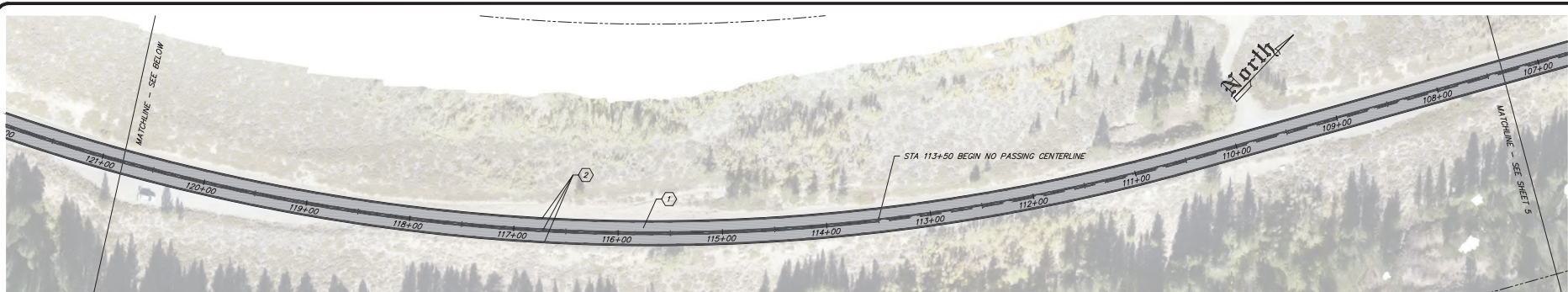


MONO COUNTY PUBLIC WORKS DEPARTMENT	
Rev.#	Date
Drawing Date: 01/26/2021	Prepared By: K. DODD

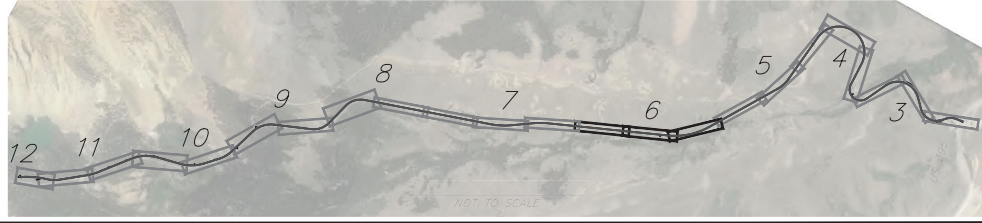
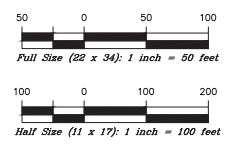
VIRGINIA LAKES ROAD MAINTENANCE PROJECT
PROJECT NUMBER 9310

TWIN LAKES ROAD STATION 67+50 TO 107+50

SHEET
5



- CONSTRUCTION LEGEND**
1. SLURRY SEAL EXISTING ROADWAY PER SECTION 37 OF THE PROJECT SPECIFICATIONS.
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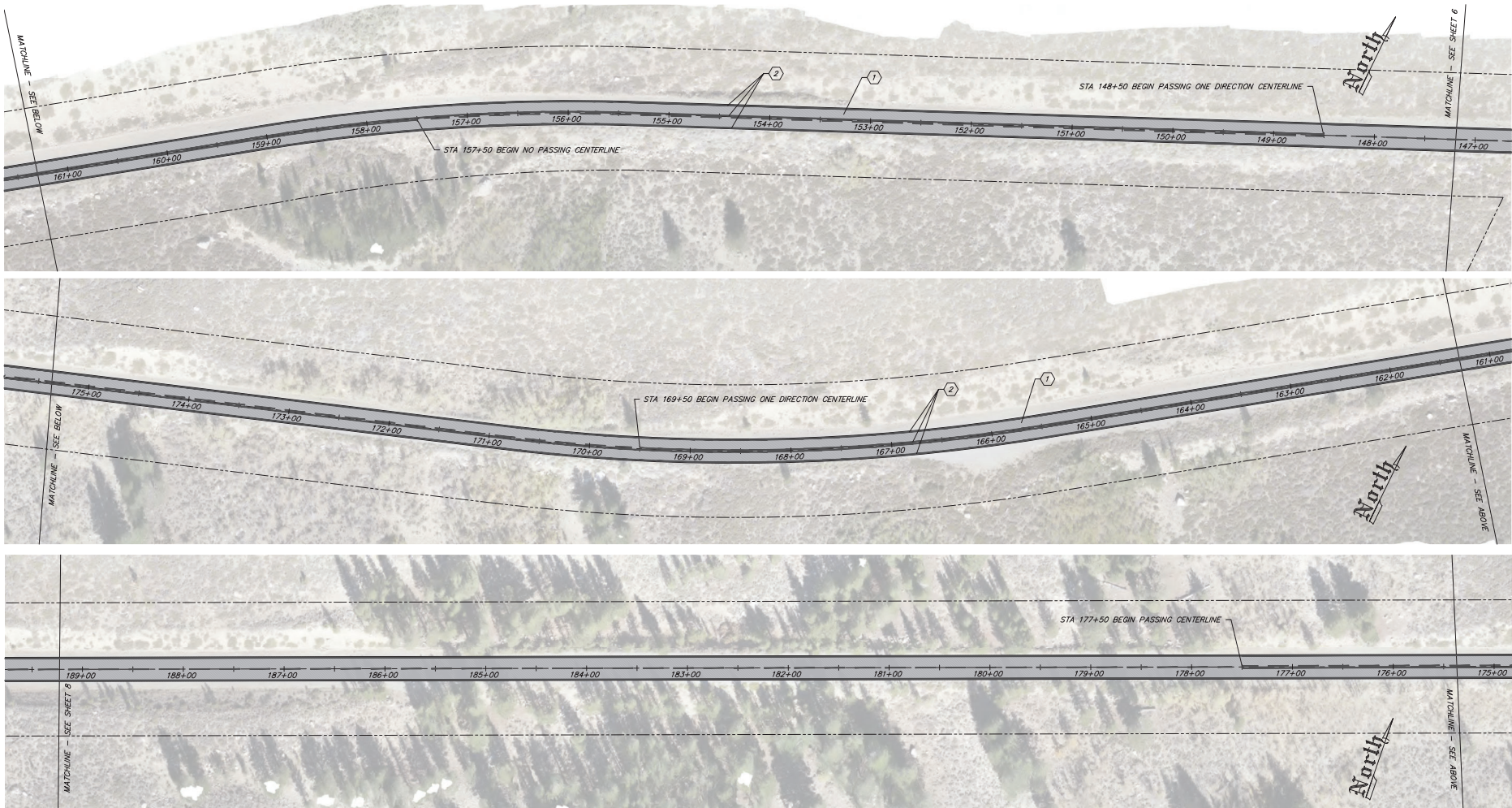
Professional Engineer
 License No. 7388
 K. DODD
 1/29/2007

MONO COUNTY PUBLIC WORKS DEPARTMENT

Rev. #	Date	Revision
Drawing Date:	01/26/2021	
Prepared By:	K. DODD	

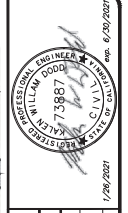
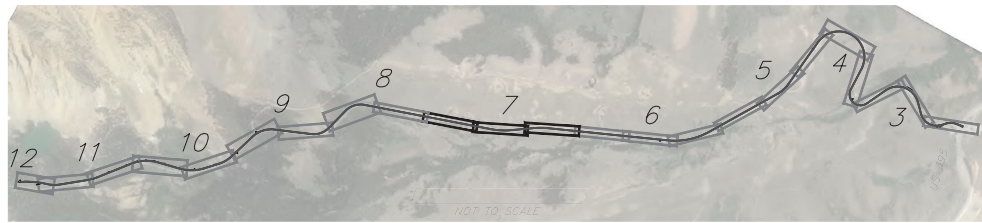
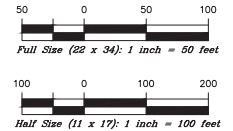
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 PROJECT NUMBER 9310
 TWIN LAKES ROAD STATION 107+50 TO 147+00

SHEET
6



CONSTRUCTION LEGEND

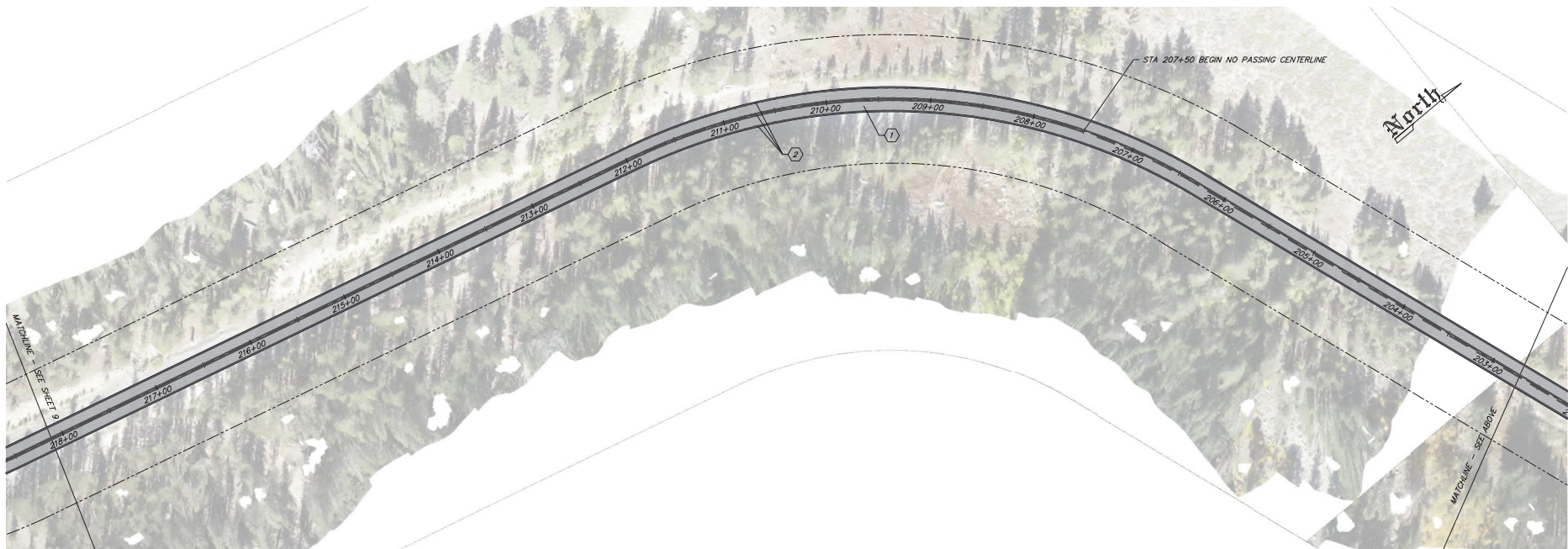
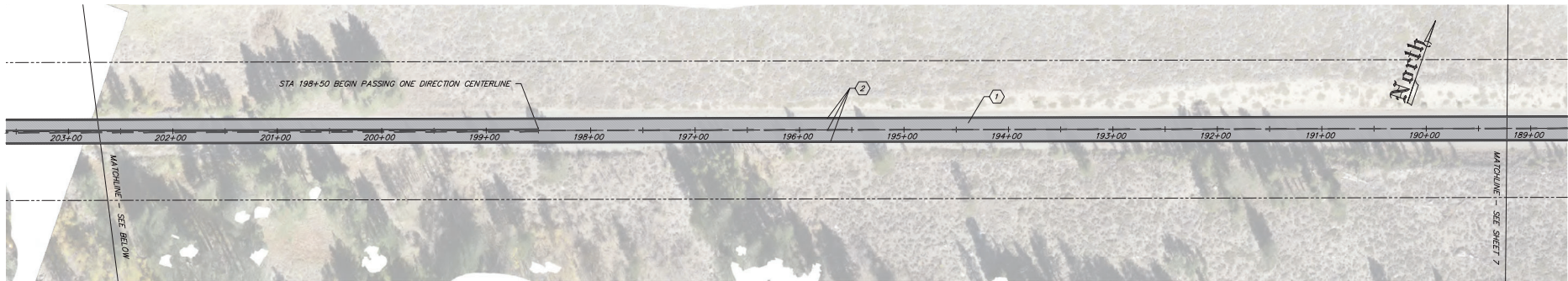
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MONO COUNTY PUBLIC WORKS DEPARTMENT

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Rev. #	
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Prepared By:	K. DODD

VIRGINIA LAKES ROAD MAINTENANCE PROJECT
 PROJECT NUMBER 9310
 TWIN LAKES ROAD STATION 147+00 TO 189+00

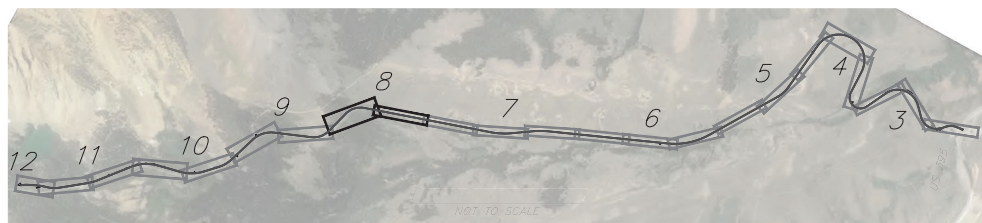


CONSTRUCTION LEGEND

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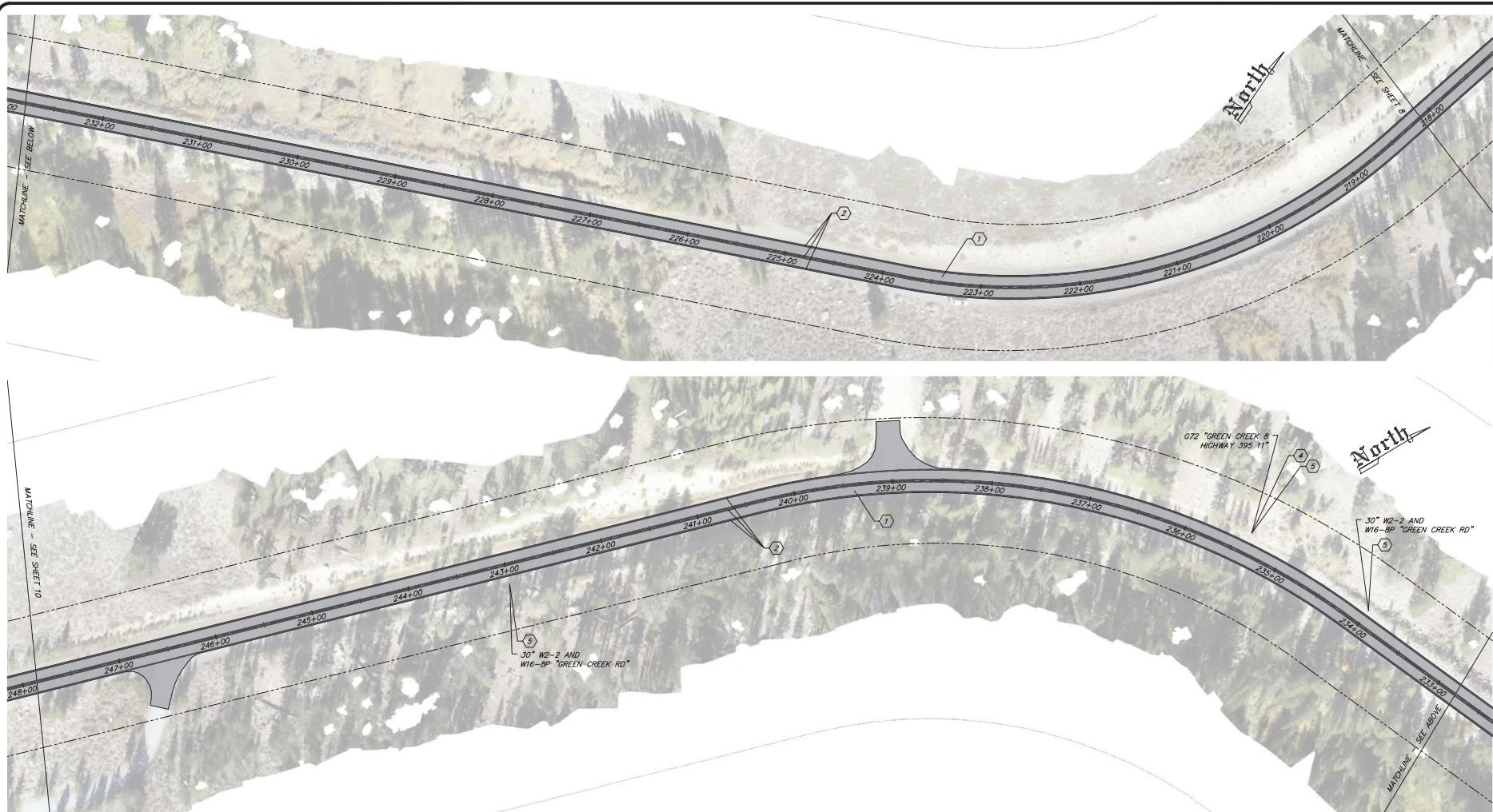
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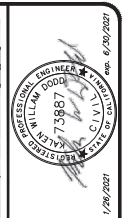
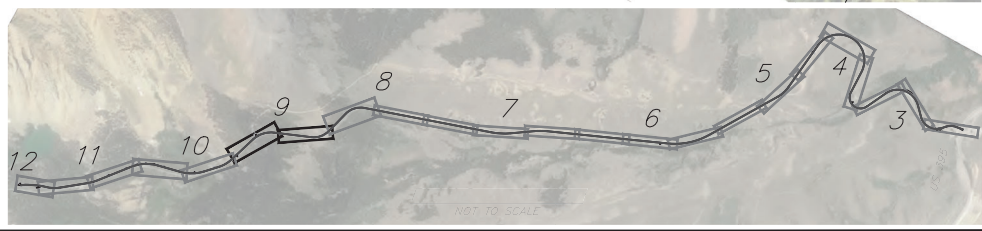
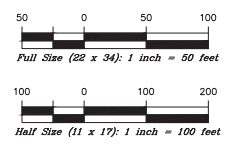
MONO COUNTY PUBLIC WORKS DEPARTMENT

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Prepared By:	K. DODD	

VIRGINIA LAKES ROAD MAINTENANCE PROJECT
 PROJECT NUMBER 9310
 TWIN LAKES ROAD STATION 189+00 TO 218+00



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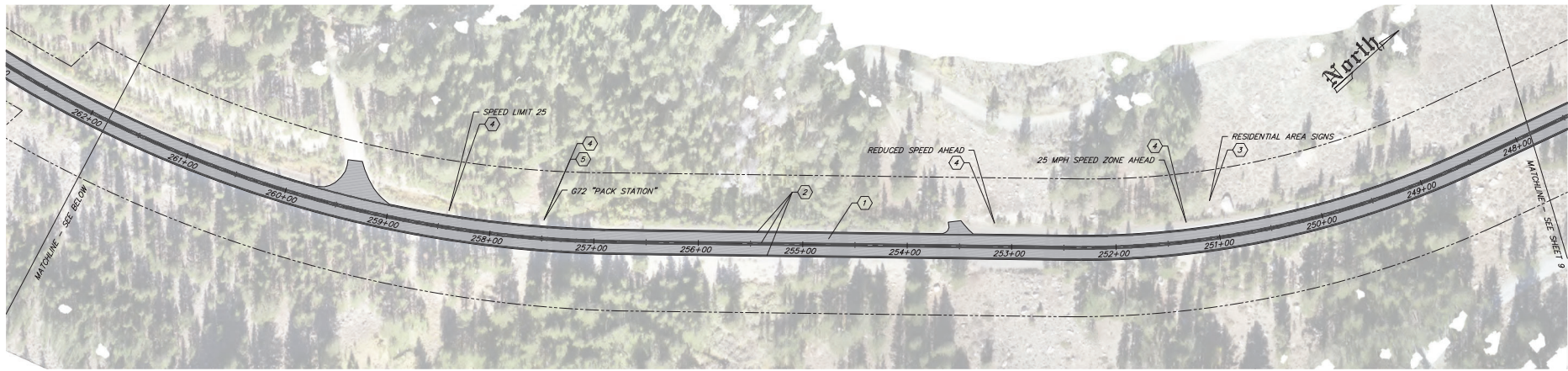


MONO COUNTY PUBLIC WORKS DEPARTMENT

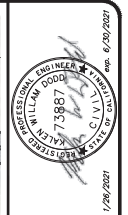
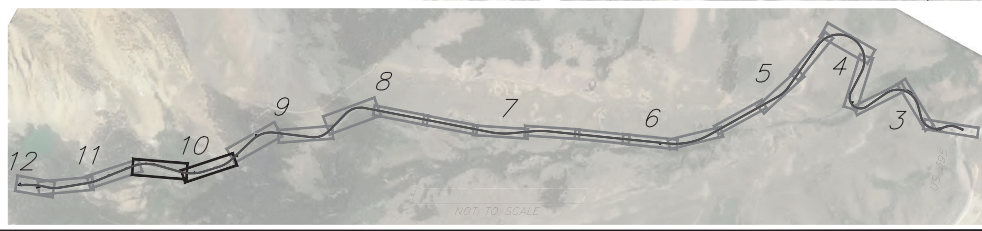
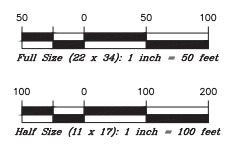
Rev.#	Date	Revision

Drawing Date: 01/26/2021
Prepared By: K. DODD

VIRGINIA LAKES ROAD MAINTENANCE PROJECT
PROJECT NUMBER 9310
TWIN LAKES ROAD STATION 218+00 TO 248+00



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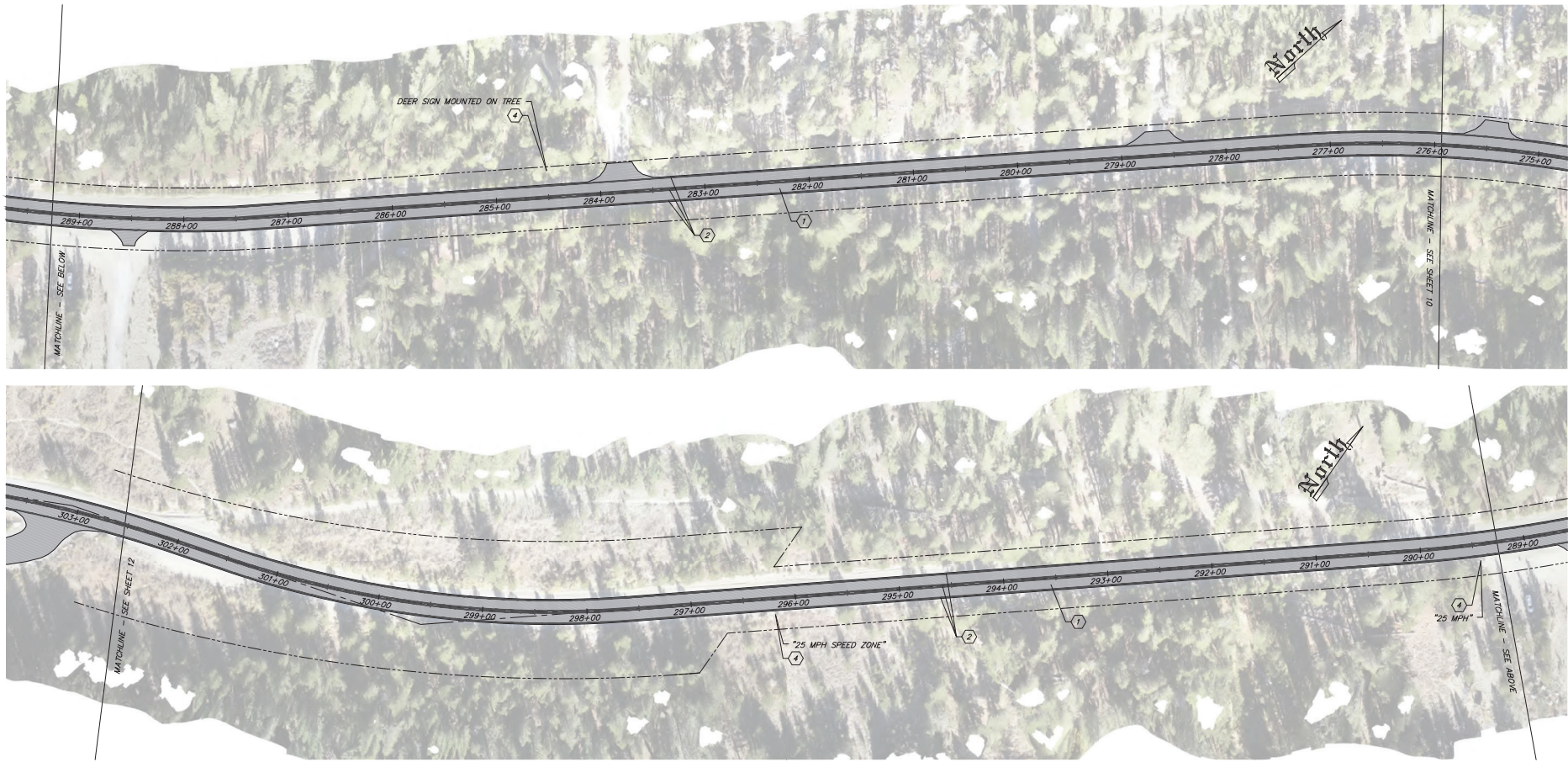


MONO COUNTY PUBLIC WORKS DEPARTMENT

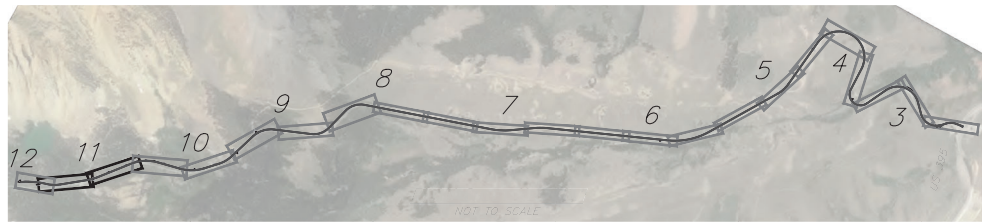
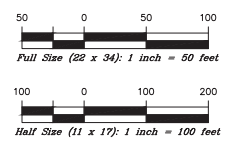
Rev.#	Date	Revision

Drawing Date: 01/26/2021
Prepared By: K. DODD

VIRGINIA LAKES ROAD MAINTENANCE PROJECT
PROJECT NUMBER 9310
TWIN LAKES ROAD STATION 248+00 TO 276+00



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MONO COUNTY PUBLIC WORKS DEPARTMENT

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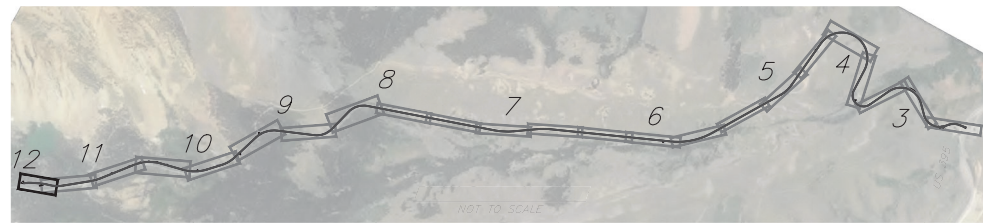
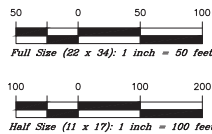
VIRGINIA LAKES ROAD MAINTENANCE PROJECT
PROJECT NUMBER 9310
TWIN LAKES ROAD STATION 276+00 TO 302+50

SHEET
11



CONSTRUCTION LEGEND

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MONO COUNTY PUBLIC WORKS DEPARTMENT	
Drawing Date: 01/26/2021	Revision
Prepared By: K. DODD	Date
VIRGINIA LAKES ROAD MAINTENANCE PROJECT PROJECT NUMBER 9310 TWIN LAKES ROAD STATION 302+50 TO 309+50	
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12	

PROJECT MANUAL
FOR
VIRGINIA LAKES ROAD MAINTENANCE
PROJECT
Project 9310

MONO COUNTY, CALIFORNIA



Invitation for Bids
Instructions to Bidders
Proposal Forms
Sample Standard Agreement
Technical Specifications & Construction Quality Assurance Program
Project Plans

CONTRACTING AGENCY:

COUNTY OF MONO

Department of Public Works

Bid Submission Deadline:
3:00 pm, Wednesday, APRIL 14 2021
Clerk of the Board of Supervisors
74 North School Street / P.O. Box 237 Bridgeport, California 93517

CERTIFICATION PAGE

Virginia Lakes Road Maintenance Project
9310

These contract documents, plans, specifications and special provisions contained herein have been prepared by



exp. 6/30/2021

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Virginia Lakes Road Maintenance Project
9310

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PROPOSAL FORMS
PROPOSAL
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CONSTRUCTION QUALITY ASSURANCE PROGRAM

SECTION IV

PROJECT PLANS

INVITATION FOR BIDS

Virginia Lakes Road Maintenance Project
9310

Notice is hereby given that the Mono County ("County") Department of Public Works calls for bids from qualified General Engineering, Paving, and Striping contractors for the **VIRGINIA LAKES ROAD MAINTENANCE PROJECT** ("Project"). The purpose of this Project is to fog seal and restripe Virginia lakes road near Bridgeport, CA.

No contractor or subcontractor may be listed in a bid proposal or awarded a contract for this project unless registered with the Department of Industrial Relations. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The Project Manual and Project Plans provide the requirements for the Project. The Project Manual, Project Plans, and related Project documents are available on the Mono County Bid Management System. To access the system go to <http://bids.monocounty.ca.gov/> and click on "view details" to the right of the name of this Project in the RFP/RFQ/RFB Title list. This page shows the Project summary, status, bid due date, up-to-date plan-holders list, and supporting documents. If you would like to be added to the plan-holder list and receive email notices when addenda are posted, click "Click here to create a new user account." After registering your company, click "Add me to the Plan-holder List." You can ask questions about the project by clicking "Ask a question about this solicitation." If you would like assistance registering and using the Bid Management System, please contact us at 760.932.5440 or publicworks@mono.ca.gov.

Each bid shall be made on the proposal forms contained in the Project Manual and must be accompanied by bid security in the amount of not less than 10 percent (10%) of the total bid.

In accordance with Public Contract Code section 22038, the County has the option, after receiving and tabulating bids, to reject all bids and perform the work by force account if the Board of Supervisors determines, by a four-fifths vote, that the work can be performed more economically by its own employees.

The Project and all work must be completed within **30 working days** from the date of issuance of the Notice to Proceed.

Bids may be mailed to the Clerk of the Board of Supervisors, P.O. Box 237, Bridgeport, California, 93517, or delivered to the office of the Clerk of the Board of Supervisors, 74 North School Street, Bridgeport, California. In either event, to be considered, bids must be received by the Clerk of the Board of Supervisors no later than Bid Submission Deadline stated on the cover sheet.

As soon thereafter as is practicable, all bids received by the Clerk as of the Bid Submission Deadline will be taken to the Department of Public Works Conference Room, located on the second floor of Courthouse Annex 1, 74 North School Street, Bridgeport, California 93517, and there publicly opened, read aloud, and recorded. All interested parties are invited to attend.



Kalen Dodd
Associate Civil Engineer
Mono County Department of Public Works

INSTRUCTIONS TO BIDDERS

Virginia Lakes Road Maintenance Project 9310

1. BID DOCUMENTS

The Project Manual, which includes the Invitation for Bids, Instructions to Bidders, Proposal Forms, Sample Standard Agreement, Technical Specifications, Construction Quality Assurance Program, and Project Plans provide in detail the requirements for the Project. The Project Manual is available on the Mono County Bid Management System. To access the system go to <http://bids.monocounty.ca.gov/> and click on "view details" to the right of the name of the Project in the RFP/RFQ/RFB Title list. This page shows the Project summary, status, bid due date, up-to-date plan-holders list, and supporting documents. If you would like to be added to the plan-holder list and receive email notices when addenda are posted, click "Click here to create a new user account." After registering your company, click "Add me to the Plan-holder List." You can ask questions about the Project by clicking "Ask a question about this solicitation." If you would like assistance registering and using the Bid Management System, please contact us at 760.932.5440 or publicworks@mono.ca.gov.

2. INTERPRETATION OF PROJECT PLANS AND SPECIFICATIONS

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

3. APPROXIMATE QUANTITIES

The quantities given in the Bid Schedule are approximate only and are being given as a basis for the comparison of bids. The County does not, expressly or by implication, agree that the actual amount of work will correspond therewith, and the County reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary.

4. PROPOSALS

- A. For bids to receive consideration, they shall be made in accordance with the Invitation for Bids, the Proposal Forms, and these Instructions to Bidders. All bids shall be submitted on the Proposal Forms contained in the Project Manual with all items completely filled out with typewritten or legible handwritten responses. Signatures of all persons signing shall be in longhand. Completed Proposal Forms shall be without interlineations, alterations, or erasures.

- B. ALL BID SUBMITTALS SHALL REMAIN BOUND TOGETHER. Proposal Forms (i.e., "BD" pages) contained in Section I of this document may be separated from the Project Manual for purposes of bid submission.
- C. Bids shall not contain any recapitulation of the work to be done. Alternative proposals will not be considered unless called for by the County. No oral, telegraphic, or telephonic proposals or modifications will be considered. Unauthorized conditions, limitations, or provisions attached to a bid will render it informal and may cause its rejection.
- D. Each bid is to be in accordance with the Project Manual. Before submitting a bid, bidders shall carefully read this Project Manual, including the contents and form of the Sample Standard Agreement and the Project Plans, and inform themselves fully as to all existing conditions and limitations, which must include a visit to the site of the work, and shall include in the bid a sum to cover the cost of all work contemplated in the Project Manual. The submission of a bid shall be conclusive evidence that the bidder has reviewed and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and the materials to be furnished, and as to the requirements of the Project Manual and Project Plans. The submission of a bid shall also be conclusive evidences that the person signing the Proposal Forms is authorized to bind or obligate the bidder to any agreement.
- E. Bidders' attention is directed to the insurance and bond requirements described below and as provided in the Sample Standard Agreement. It is highly recommended that bidders confer with their respective insurance carriers or brokers to determine the availability of surety bonds, insurance certificates, and endorsements as prescribed and provided herein in advance of bid submission. If an apparent low bidder fails to comply strictly with the bonding and insurance requirements, that bidder may be disqualified from award of the contract and its bid security may be forfeited. The cost of such bonds and insurance shall be included in each bidder's bid.
- F. Each bidder shall inform itself of, and the bidder awarded the contract shall comply with, all federal, state, and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning employment of labor, fair labor practices, equal opportunity, drug-free workplace, construction and building, Americans with Disabilities Act, protection of public and employee health and safety, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.
- G. Proposal Forms contained in Section I and bidder's bid security must be received in a sealed, opaque envelope clearly labeled **VIRGINIA LAKES ROAD MAINTENANCE PROJECT** printed on the outside of the envelope. Bids received unsealed or unlabeled will not be considered. Bids submitted by facsimile (fax) transmission or electronic mail will not be considered.
- H. To be considered, bids must be received by the Clerk of the Board of Supervisors no later than Bid Submission Deadline stated on the cover sheet. Bids may be mailed to the Clerk of the Board of Supervisors, P.O. Box 237, Bridgeport, California, 93517, or delivered to the office of the Clerk of the Board of Supervisors, 74 North School Street, Bridgeport, California, 93517.
- I. Bidders are advised that due to the remote nature of central Mono County "overnight" delivery by the U.S. Postal Service, UPS, FedEx, and other carriers is actually scheduled as a **two-day delivery**. Bidders should also take potential holiday mail delays into consideration.

5. MODIFICATION OF BID

A bidder may modify its bid by written communication provided such communication is received by the Clerk of the Board of Supervisors up to, but not later than, the Bid Submission Deadline stated on the cover sheet and described above Paragraph 5.I. The written communication shall not reveal the bid price but shall state the amount of addition or subtraction or other modification so that the final prices

or terms will not be known by the County until the sealed bid is opened.

6. WITHDRAWAL OF BID

Bids may be withdrawn without prejudice by the bidder up to, but not later than, the Bid Submission Deadline stated on the cover sheet and described above in Paragraph 5.I. Such withdrawal may be made by written letter or by email or facsimile (fax) request. Such request shall be signed by an authorized representative of the bidder. Bids so withdrawn will be returned unopened to the bidder by the County. Bids withdrawn following bid opening shall be permitted only as allowed by the Public Contract Code and may subject the accompanying bid security to forfeiture and retention by the County as in the case of failure to execute the awarded contract as provided below. Negligence on the part of the bidder in preparing the bid shall not entitle the bidder to withdraw the bid subsequent to the County opening bid proposals.

7. AGREEMENT AND BONDS

- A. Bidders are required to submit, along with the Proposal Forms, a certified or cashier's check or bidder's bond in an amount of at least 10 percent (10%) of their respective bids made payable to the County of Mono. This bidder's bond or bid security shall be given as a guarantee that the bidder will enter into a contract if awarded, and may be forfeited by the successful bidder and retained by the County if the bidder refuses, neglects, or fails to enter into said contract (including a failure to provide required insurance certificates and bonds) within five (5) calendar days after provision by the County of a complete and final contract for execution by successful bidder.
- B. The successful bidder will be required to furnish a labor and materials bond (also known as a "payment bond") in an amount equal to 100 percent (100%) of the contract price, and a faithful performance bond in an amount equal to 100 percent (100%) of the contract price. In addition, the successful bidder, as the Contractor, will be required to furnish a one-year warranty bond upon project completion, pursuant to the requirements in the Sample Standard Agreement. Only surety bonds issued by an admitted surety insurer, as defined in the Sample Standard Agreement, will be accepted. Bonds shall be in a form acceptable to the Mono County Counsel; a sample of an acceptable form of each type of bond required is included in this Project Manual.
- C. The Project Manual includes a Sample Standard Agreement, which the successful bidder, as the Contractor, will be required to execute, and the insurance and bonds, which the Contractor will be required to furnish.
- D. All alterations, extensions of time, extra and additional work, and other changes authorized by the County consistent with applicable provisions of the Project Manual, may be made without securing the consent of the surety or sureties on the contract bonds.

8. OPENING OF BIDS

As soon after the Bid Submission Deadline as is practicable to do so, all bids received before that deadline will be taken to the Public Works Conference Room, located on the second floor of Courthouse Annex 1, 74 North School Street, Bridgeport, California, 93517, and there publicly opened, read aloud, and recorded. All interested parties are invited to attend. Any bid received after the Bid Submission Deadline will be returned to the bidder unopened.

9. BID EVALUATION

After all bids are opened and publicly announced, personnel from the Department of Public Works will evaluate the bids; identify the lowest responsive bid by a responsible bidder; send a Notice of Intent to Award the contract, with a ranked tabulation of all bid amounts submitted, to the identified Bidder (copied to all Bidders); The Public Works Director shall determine whether to execute the contract or to reject all bids if it is in the public of interest to do so, and in accordance with applicable laws. In the event of a

discrepancy between the numeric total bid written and the numeric total bid calculated, the bid amount calculated by multiplying each item quantity by the unit price and then adding each item of the proposal shall prevail.

Bid evaluation will consist of reviewing submitted bids for responsiveness, ranking the responsive bid amounts from lowest to highest, and investigating whether the apparent low bidder, and such other bidders as the Department of Public Works deems appropriate, appears to be a “responsible bidder.” Said investigation will involve checking each bidder’s and any listed subcontractor’s license status and eligibility to contract for public works, and may also include, a request for bidder references and/or insurance certificates, a request for documents demonstrating the bidder’s solvency and available resources to timely complete the work, and consideration of the bidder’s performance on any prior contracts with the County. The County reserves the right to waive any informality or irregularity in any bid that does not affect the contract price and provided such waiver is allowed by law.

10. BID PROTEST PROCEDURE

Bidders may file a protest in accordance with the directions provided herein with respect to the apparent low bid, any other bid submitted, and/or with respect to the qualifications or responsibility of the apparent low bidder, or of any other bidder.

The bid protest period shall commence immediately upon the County’s issuance of the Notice of Intent to Award the contract and shall remain open until 4:30 PM of the fifth (5th) business day following the date of the Notice of Intent to Award the contract (“Bid Protest Deadline”). All bid protests must be received by the County, as described in this Paragraph 11, by the Bid Protest Deadline. Postmarks will not be accepted. Failure to timely file a written protest by the Bid Protest Deadline shall constitute a waiver of the right to protest. Untimely protests will not be accepted or considered.

Bidders may submit protests via email to Kalen Dodd at kdodd@mono.ca.gov

Bid protests must be submitted in and include the following information: (1) the name of the person or entity making the protest; (2) the name of the bid project; (3) a complete statement of all legal and factual grounds for the protest; (4) any documentation supporting the protestor’s grounds for the protest; and (5) the form of relief requested and the legal basis for such relief.

If a valid protest is timely filed, the Department of Public Works shall investigate the bid protest. The protested bidder shall have three (3) business days to respond to the Department of Public Works’ investigation and to provide any information requested by the Department of Public Works. The Department of Public Works shall notify the protested bidder of any evidence reflecting upon his responsibility, afford the protested bidder an opportunity to rebut such evidence, and allow the protested bidder to present evidence in support of his qualifications to perform the contract. The Department of Public Works shall respond to the protesting party upon the conclusion of its investigation by providing the protesting party a statement of its conclusions and findings.

In addition to other requirements related to claim presentation, the bid protest procedure described herein must be pursued and exhausted before any person or entity may commence litigation against the County, or any of its officers, agents, or employees related to or arising out of the award of a contract for the construction of the Project to a bidder whose winning bid could have been the subject of a protest as outlined above.

11. AWARD OR REJECTION OF BIDS

A. After expiration of the Bid Protest Deadline, the County may, in its discretion take any of the following actions: (1) Award a contract notwithstanding the filing of a bid protest; (2) refrain from awarding a contract pending resolution of any or all bid protests; or (3) otherwise proceed as it deems appropriate, including without limitation rejecting all bids received. Further, under Public Contract Code Section 22038, the County has the option, after receiving and tabulating bids, to

reject all bids and perform the work by force account if the Board of Supervisors determines, by a four-fifths vote, that the work can be performed more economically by its own employees.

- B. If it chooses to award a contract, the County shall award the contract to the bidder found responsible by the County which has submitted the lowest responsive bid. Bidders are advised that should this Invitation for Bids result in the award of a contract, any such contract will not be in force until it is approved and fully executed by the County and the successful bidder.
- C. Payment under any contract resulting from this Invitation for Bids will be consistent with the Sample Standard Agreement, a sample of which has been provided with this Invitation for Bids. Any contract awarded as a result of this Invitation for Bids will be awarded without discrimination based on race, color, religion, age, sex, sexual orientation, or national origin.
- D. Contract award, if made, is anticipated to occur within two (2) weeks after the date of bid opening but could occur up to 60 days after said date. In such an event, all bidders will be notified in writing that additional time will be required. No bid can be withdrawn during that period unless such withdrawal is authorized under the Public Contract Code and the bid security shall remain in full force and effect.
- E. The County assumes no responsibility for any costs the bidder may incur, regardless of whether or not a contract is awarded, in preparing and/or submitting a bid.

12. CONTRACT EXECUTION

- A. Accompanying the County's Notice of Intent to Award will be the contract for the Project, which the successful bidder will be required to execute and return, together with the required bonds and certificates of insurance, to the County within five (5) calendar days following receipt of such contract and Notice of Intent to Award. Failure to do so by the successful bidder shall be just cause for annulment of the contract award and forfeiture of the bid security, which shall be retained by the County as liquidated damages, and it is agreed by both parties that the bid security sum is a fair estimate of such failure. Signature by both parties constitutes execution of a contract for the Project.
- B. In the event the successful bidder is unable to physically deliver the required bonds and insurance certificates, and where approved in writing by the Director of the Department of Public Works, the bidder shall, prior to its commencement of the work, submit evidence satisfactory to the County that such bonds and certificates will be furnished in a timely manner.
- C. In the event of failure of the lowest responsible, responsive bidder to sign and return a contract for the Project with acceptable evidence of bonds and insurance certificates as prescribed herein, the County may award the contract to the next lowest responsible, responsive bidder, and so forth, until a fully-executed contract for the Project and acceptable bonding and insurance certificates are received by the County.
- D. The bid security of all bidders will be retained by the County until a contract for the Project is executed by the successful bidder and evidence of bonds and insurance acceptable to the County is received, after which those bid securities, except any that may have been forfeited, will be returned to the bidders whose proposals they accompanied.

13. LISTING OF AND SUBSTITUTIONS OF SUBCONTRACTORS

- A. If awarded a contract, the successful bidder shall perform with his own organization contract work amounting to not less than 30 percent (30%) of the original total contract price. The bidder shall give his/her personal attention to the fulfillment of the contract and shall keep the work under his/her control. All persons engaged in the Project and related work will be held responsible for their work, which shall be subject to the provisions of the Project Manual and any contract executed pursuant to this Invitation for Bids.
- B. Each bidder shall in its bid or offer, set forth the name and location of the office, shop, or mill of

each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or improvement and the portion of the work which will be done by each subcontractor if the amount of the subcontractor's work will be in excess of one-half of one percent (0.5%), or Ten Thousand dollars (\$10,000.00), whichever is greater, of the bidder's bid.

- C. If the bidder fails to specify a subcontractor for any portion of the work to be performed under the contract as specified above, it shall be deemed to have agreed to perform such portion itself, and it shall not be permitted to subcontract that portion of the work except under conditions hereinafter set forth.
- D. No bidder whose bid is accepted shall, without consent of the Director of the Department of Public Works, do any of the following:
 - (1) Substitute any person as subcontractor in place of the subcontractor designated in the original bid; or
 - (2) Permit any subcontractor to be assigned or transferred or allow the work to be performed by anyone other than the original subcontractor listed in the bid; or
 - (3) Sublet or subcontract any portion of the work in excess of one-half of one percent (0.5%) of the bidder's bid as to which its original bid did not designate a subcontractor.
- E. Subletting or subcontracting any portion of the work as to which no subcontractor was designated in the original bid shall be permitted only in case of public emergency, necessity, or otherwise in accordance with the Public Contract Code, and then only after a finding has been made in writing, by the Director of the Department of Public Works, setting forth the facts constituting such emergency, necessity, or statutory basis for the substitution.
- F. If haulers are used merely to convey materials and will not excavate or load the material and if they will not apply judgment as to the suitability of the material to meet Project specifications, then they do not need to be identified on the "List of Subcontractors" in the bid forms.
- G. Listing of subcontractors shall include the Contractor's California contractors license number, and the Contractor's DIR registration number.

14. INTEREST IN MORE THAN ONE BID

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

15. COORDINATION WITH OTHER CONTRACTORS

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

16. SUBSTITUTIONS

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

18. CONTRACTOR'S LICENSING LAWS

- A. The successful bidder, as the Contractor, will be required to furnish a valid Mono County Business License issued by County's Office of the Treasurer prior to commencing the work.
- B. In order to be eligible for award of a contract for the Project, a bidder must possess either of the following classification(s) of contractor's license: (1) Class A – General Engineering; or (2) C12 – Earthwork and Paving.
- C. Attention is directed to the provisions of Article 4, Chapter 9, of the California Business and Professions Code concerning the licensing of contractors. All bidders, contractors, and subcontractors shall be licensed in accordance with the laws of the State of California and any bidder, contractor, or subcontractor not so licensed is subject to the penalties imposed by such laws. All bidders, contractors, and subcontractors shall possess the appropriate licenses to cover the above advertised work. The County will verify that the successful bidder, as well as any contractor and any subcontractor, is appropriately licensed to perform Project work designated prior to awarding any contract pursuant to this Invitation for Bids.

19. LABOR REQUIREMENTS

The services and work to be provided by the successful bidder, as the Contractor for this Project, constitute a "public work" within the meaning of Labor Code sections 1720 and 1720.3. Accordingly, as required by Labor Code section 1771, the successful bidder, as the Contractor, and any subcontractor under it, shall pay not less than the general prevailing rate of per diem wages ("prevailing wage") specified for each craft and classification to all workers employed in the execution of the Project. Copies of prevailing wages, as determined by the Director of the Department of Industrial Relations, are available online at: www.dir.ca.gov/OPRL/DPreWageDetermination.htm and on file at the office of the Department of Public Works, located at 74 North School Street, Bridgeport, California, 93517, and are available to any interested party upon request. These wages are not included in any part or section of the Project Manual. Changes, if any, to prevailing wage rates will be available at the same location.

No contractor or subcontractor may be listed in a bid proposal or awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (unless exempt under Labor Code section 1771.1). This Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

20. PROJECT SCHEDULE AND LIQUIDATED DAMAGES

The Project and all related work shall be completed within 30 working days from the date of issuance of the Notice to Proceed. By submitting a bid proposal, bidder acknowledges the following: (1) that the bidder has fully read Section 14.2 of Exhibit 1 of the Sample Standard Agreement; (2) that it has had ample opportunity to consult with legal counsel and obtain an explanation of these liquidated damage provisions; (3) and that it is agreed by both parties that the successful bidder, as the Contractor, will pay Mono County liquidated damages specified in Exhibit 1 of the Sample Standard Agreement.

PROPOSAL FORMS

*Virginia Lakes Road Maintenance Project
9310*

Proposal of _____ (“Bidder”), organized and existing under the laws of the State of _____, doing business as _____ (e.g., “a partnership;” “a corporation;” “a sole proprietor”), as applicable to the County of Mono, (“County”). This bid proposal consists of the attached pages.

In compliance with your Invitation for Bids and Instructions to Bidders, Bidder hereby proposes to perform all work for the **VIRGINIA LAKES ROAD MAINTENANCE PROJECT (“Project”)** in strict accordance with the Project Manual, which include the Instructions to Bidders, Project Plans, Special Provisions, Technical Specifications, Construction Quality Assurance Program, Agreement, any applicable addenda issued by the County’s Department of Public Works, and other Contract Documents within the time set forth therein at prices stated on the attached Bid Schedule. Prices quoted in this proposal include, but are not limited to, the cost for all labor, materials, tools, equipment, supplies, transportation, permits, services, and applicable local, state, and/or federal taxes, fees, patent rights, and/or royalties necessary to complete the Project and related work contemplated in the Project Manual and described in any contract executed pursuant to this Invitation for Bids.

By submitting this Bid Proposal, Bidder certifies (and in the case of a joint bid, each party thereto certifies as to his own organization) that this bid has been arrived at independently without consultation, communication, or agreement as to any matter relating to this bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence work on the Project pursuant to any contract executed pursuant to this Invitation for Bids on or before 14 calendar days following the award of contract by the County, unless a later date is specified by the County in the Notice to Proceed, and to **fully complete the project within 30 working days from the date of issuance of the Notice to Proceed**, pursuant to the provisions specified in any contract executed pursuant to this Invitation for Bids.

It is understood that, except for lump sum items, the quantities set forth in the Bid Schedule are approximate only and are solely for the purpose of facilitating the comparison of bids, and that the Bidder’s compensation will be computed on the basis of documented final quantities in completed work, measured as specified, whether they be more or less than those shown.

Bidder’s Company Name: _____

Company Address: _____

Office Telephone No.: _____ Fax No.: _____

Email Address: _____

Contractor’s Calif. License No.: _____ Class: _____ DIR Registration No. _____

Mono County Business Lic. No.: _____

Name of Company Officer: _____ Title: _____

Bidder’s Signature

Date

(Add seal if by a corporation)

BID SCHEDULE

Virginia Lakes Road Maintenance Project
9310

CONTRACTOR'S NAME:

No	Spec Reference	Item	Quantity	Units	Price per Unit	Item Price
1	8	Mobilization	1	LS		
2	13	Water Pollution Control	1	LS		
3	12	Traffic Control, including Traffic Control Plan	1	LS		
4	37	Slurry Seal	85716	SY		
5	-	Street Sign Removal	16	EA		
6	82	Steel Post Street Sign	14	EA		
7	84	Passing Centerline	4950	LF		
8	84	Passing One Direction Centerline	6450	LF		
9	84	No Passing Centerline	19400	LF		
10	84	Right Fog Line	61410	LF		
11	84	Letter Stencil	2	EA		

TOTAL	
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LIST OF SUBCONTRACTORS

Virginia Lakes Road Maintenance Project 9310

clearly list each subcontractor who will perform work or labor or render service in an amount in excess of one-half of one percent (0.5%) of the total bid, or ten thousand dollars (\$10,000), whichever is greater.

Firm Name & Address Location of Business	Phone, Fax, & License	Description of Portion of Work to be Performed
<i>Name</i>	<i>Phone</i>	Value of work: \$ Description of work:
<i>Address, City State ZIP</i>	<i>Email</i>	
	<i>License</i>	
	<i>DIR#</i>	
<i>Name</i>	<i>Phone</i>	Value of work: \$ Description of work:
<i>Address, City State ZIP</i>	<i>Email</i>	
	<i>License</i>	
	<i>DIR#</i>	
<i>Name</i>	<i>Phone</i>	Value of work: \$ Description of work:
<i>Address, City State ZIP</i>	<i>Email</i>	
	<i>License</i>	
	<i>DIR#</i>	
<i>Name</i>	<i>Phone</i>	Value of work: \$ Description of work:
<i>Address, City State ZIP</i>	<i>Email</i>	
	<i>License</i>	
	<i>DIR#</i>	
<i>Name</i>	<i>Phone</i>	Value of work: \$ Description of work:
<i>Address, City State ZIP</i>	<i>Email</i>	
	<i>License</i>	
	<i>DIR#</i>	

- Notes:**
- A. If more than one subcontractor is named for the same type of work, state the portion of which each will perform; provide Contractor's license number of each subcontractor.
 - B. Vendors or suppliers that will be providing materials only need not be listed.
 - C. Attach additional sheets as necessary.
 - D. The above statement constitutes a part of the proposal and signature on the signature portion of the bid proposal constitutes signature on this statement.
 - E. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal.

ACKNOWLEDGEMENTS

*Virginia Lakes Road Maintenance Project
9310*

RECEIPT OF ADDENDA

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

Addendum Number: _____ Issuance Date: _____

Subject Matter: _____

Addendum Number: _____ Issuance Date: _____

Subject Matter: _____

Addendum Number: _____ Issuance Date: _____

Subject Matter: _____

Addendum Number: _____ Issuance Date: _____

Subject Matter: _____

If you did not receive any addenda for the above-referenced project, please initial here: _____

ACKNOWLEDGEMENT OF SITE VISIT(S)

The County of Mono is advised that I have visited the project site as acknowledged by my initials below. In doing so, I have made myself aware of the conditions that exist and have prepared the attached proposal accordingly.

Yes

No

Note: This questionnaire constitutes a part of the proposal, and signature on the signature portion of the proposal constitutes signature on this questionnaire and a declaration under penalty of perjury under the laws of the State of California that the statements made herein are true and correct. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

DISCLOSURES AND CERTIFICATIONS

*Virginia Lakes Road Maintenance Project
9310*

In accordance with Public Contract Code section 10162, the Bidder shall complete the following questionnaire under penalty of perjury:

QUESTIONNAIRE A

Has the Bidder, or any officer or employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes: _____ No: _____

If the answer is yes, please explain the circumstances in the space provided below and/or attach separate sheet(s) as necessary, with signature affixed.

QUESTIONNAIRE B

Within the past three years, has the Bidder, or any officer or employee of the Bidder who has a proprietary interest in the Bidder, ever been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any federal or state antitrust law in connection with the bidding upon, award of, or performance of any "public works contract," as defined in Public Contract Code section 1101, with any "public entity," as defined in Public Contract Code section 1100, the Regents of the University of California, or the Trustees of the California State University?

Yes: _____ No: _____

If the answer is yes, please explain the circumstances in the space provided below and/or attach separate sheet(s) as necessary, with signature affixed.

Note: This questionnaire constitutes a part of the proposal, and signature on the signature portion of the proposal constitutes signature on this questionnaire and a declaration under penalty of perjury under the laws of the State of California that the statements made herein are true and correct.

WORKERS' COMPENSATION CERTIFICATION

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

NON-COLLUSION AFFIDAVIT

In accordance with Title 23 United States Code Section 112 and Section 7106 of the California Public Contract Code, the Bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the Bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this affidavit on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute this declaration on behalf of the Bidder.

Note: This questionnaire constitutes a part of the proposal, and signature on the signature portion of the proposal constitutes signature on this questionnaire and a declaration under penalty of perjury under the laws of the State of California that the statements made herein are true and correct.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

- A. The bidder hereby certifies that he (as the contractor) and all subcontractors agree to conform to the equal opportunity clauses required by Executive Orders 10925, 11114, and 11246, as well as 41 CFR 60-1.4 Equal Opportunity Clause).
- B. The bidder certifies that within 30 days of the award of the contract, as required, the contractor and subcontractors will file an "Equal Employment Opportunity Employer Information Report EEO-1 (SF-100)" with the U.S. Department of Labor and, annually thereafter, file the same report with the U.S. Department of Labor by March 31. (If your company has filed one of these reports this year, you do not have to comply with the 30-day regulation.) Refer to https://www.eeoc.gov/employers/eeo1survey/upload/instructions_form.pdf for filing requirements (SF-100).
- C. The contractor and all subcontractors shall certify that prior reports have been filed under the applicable filing requirements as follows:
 - a. Contractor/Subcontractor has held previous contracts where EEO provisions were in force.
Yes _____ No _____ (If yes, answer question 2 also)
 - b. Contractor/Subcontractor has filed all "required" reports for these previous contracts.
Yes _____ No _____

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to Executive Orders 10925, 11114, and 11246 and that have not filed reports when required should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor (and/or subcontractor) submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director of the U.S. Department of Labor's Office of Federal Contract Compliance.

If the bidder has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Bidder shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-1" prior to the award of any contract issued pursuant to this IFB.

- D. This certification is required by the Equal Employment Opportunity Regulations of the Secretary of the Department of Labor (41 CFR 60-1.7(b) (1)) and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (generally only contracts or subcontracts of \$10,000 or less are exempt).
- E. Contractor/Subcontractor certifies that he is not currently in receipt of any outstanding letters of deficiency, show cause, probable cause, or other such Notification of Noncompliance with EEO regulations.
- F. A compliance certificate in conformance with this section is not required at time of bid, but each subcontractor must be provide this certificate to the County prior to execution of any contract issued pursuant to this IFB. If available, subcontractor certificates may be supplied at time of bid. Subcontractor signature below certifies Equal Employment Opportunity compliance. Each subcontractor shall answer the questions in Item C above and sign a copy of this page.

Subcontractor Name

Subcontractor Signature

Date

Note: This Certificate constitutes a part of the proposal, and the contractor's signature on the signature portion of the proposal constitutes the Contractor's "Equal Employment Opportunity Compliance Certificate" and a declaration under penalty of perjury under the laws of the State of California that the statements made herein are true and correct.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The Bidder, under penalty of perjury, certifies that, except as noted below, she/he or any other person associated therewith in the capacity of owner, partner, director, office manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years;
- Does not have a proposed debarment pending; and
- Has not been indicated, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

If there are any exceptions to this certification, insert the exception in the following space:

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of actions.

Providing false information may result in criminal prosecution or administrative sanction. The above certification is part of the Proposal. Signing this Proposal on the signature portion hereof shall also constitute signature of this certification and a declaration under penalty of perjury under the laws of the State of California that the statements made herein are true and correct.

Note: This questionnaire constitutes a part of the proposal, and signature on the signature portion of the proposal constitutes signature on this questionnaire and a declaration under penalty of perjury under the laws of the State of California that the statements made herein are true and correct.

BIDDER'S QUALIFICATION STATEMENT

Virginia Lakes Road Maintenance Project

No. 9310

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

Answers may be expanded upon by attaching additional pages. Use 8½" x 11" paper and mark each additional page with the Bidder's name and identification of the particular question to which an answer is being given. For the purposes of this Qualification Statement, the terms "company," "firm," "bidder," "proposer," and "contractor" are used interchangeably and have the same meaning.

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

Insurance: Contractor must provide proof that the firm is insured at least to the limits identified in the Sample Standard Agreement.

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

Previous Work History: This Qualifications Statement includes a form titled "Experience on Completed or Ongoing Projects." Please use this form to detail the work that the firm has performed within the last three (3) years. A minimum of three (3) successfully-completed general civil and/or slurry construction projects are required. Use one (1) page per project and reproduce copies of the form as necessary. In each project description, identify your firm as a prime contractor, subcontractor, or joint venture partner.

OSHA Violations: If at any time within the past five (5) years the Contractor has received an OSHA serious violation, you must provide copies of the *Citation and Notification of Penalty*, signed *Settlement Agreement*, and narrative which details the specific issue(s) cited, remedial action required and taken by the Contractor, amount of fine initially imposed, and ultimate resolution.

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

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

1. GENERAL INFORMATION:

A. Type of organization: _____

If Corporation, include year and state incorporated

If Partnership, state whether general or limited

If Sole Proprietorship, include name of owner

If Joint Venture*, include name all partnering firms

* Bidder's submitting a bid as joint venture must obtain a joint venture contractor's license before they may be awarded a contract, per Business and Professions Code §7029.1.

B. Is the firm, and all persons or firms listed in the bid as subcontractors, registered with the Department of Industrial Relations as required by California Labor Code section 1725.5?

_____ Yes _____ No

C. If you checked "No" in the previous question, then you must fall within one of the limited exceptions set forth in California Labor Code section 1771.1, and must register with the Department of Industrial Relations prior to contract award. Does the firm (or any subcontractor) fall within California Labor Code section 1771.1 and become registered prior to contract award?

_____ Yes (attach explanation) _____ No (not qualified)

2. PERSONNEL:

A. Identify the current number of employees below:

Employee Type	Full-Time	Part-Time
Office		
Field		

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

Description	Person 1	Person 2	Person 3
Name			
Title			
% Ownership			

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

3. FINANCIAL INFORMATION:

- A. Are there any liens outstanding against the Contractor?
(if yes, provide a detailed explanation on an attached sheet) Yes No

- B. Has the Contractor, principals, or key personnel been party to a
bankruptcy or reorganization proceeding with the last five years?
(if yes, provide a detailed explanation on an attached sheet) Yes No

- C. Annual sales dollar volume of Contractor: \$ _____

4. INTEGRITY OF CONTRACTOR: Please provide an explanation on an attached sheet for any of the following questions with the answer "yes".

- A. During the past five years has the Contractor:
 - i. Been subject of a lien or claim of \$25,000 or more by a subcontractor or supplier? Yes No
 - ii. Failed to complete a contract? Yes No
 - ii. Been suspended, debarred, disqualified or otherwise declared ineligible to bid? Yes No
 - iv. Been defaulted on any contract? Yes No
 - v. Had a contract terminated? Yes No
 - vi. Had liquidated damages assessed against it upon completion of a contract? Yes No
 - vii. Been a plaintiff or defendant in any lawsuits arising out of public or private construction contracts? Yes No

- B. During the past five years has the Contractor, Principals or Key Personnel:
 - i. Been a plaintiff or defendant in any lawsuits arising out of public or private construction contracts? Yes No
 - ii. Been the subject of an investigation involving any alleged violation of criminal law, civil antitrust law or other federal, state, or local civil law? Yes No
 - iii. Been convicted after trial or by plea of any felony under state or federal law? Yes No
 - iv. Entered a plea of nolo contendere to a charge of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or violation of an antitrust law? Yes No
 - v. Been the subject of an investigation of any alleged violation of federal, state, or local regulations by any public agency? Yes No

B. Identify Contractor specialty capabilities (check all appropriate). Bidder must have self-performing capability for each specialty selected.

- | | |
|--|--|
| <input type="checkbox"/> 1. Road Design | <input type="checkbox"/> 13. Roadway Safety Assessment |
| <input type="checkbox"/> 2. Concrete | <input type="checkbox"/> 14. Roadway Sign Placement |
| <input type="checkbox"/> 3. Masonry | <input type="checkbox"/> 15. Roadway Striping |
| <input type="checkbox"/> 4. Metals | <input type="checkbox"/> 16. Utility Placement & Trenching |
| <input type="checkbox"/> 5. Carpentry | <input type="checkbox"/> 17. Parking Lot Design |
| <input type="checkbox"/> 6. Erosion Control Protection | <input type="checkbox"/> 18. Parking Lot Striping |
| <input type="checkbox"/> 7. Grading & Earthwork | <input type="checkbox"/> 19. Airport Design / Layout |
| <input type="checkbox"/> 8. Asphalt Concrete Paving | <input type="checkbox"/> 20. Traffic Control |
| <input type="checkbox"/> 9. Asphalt Concrete Crack Sealing | <input type="checkbox"/> 21. Asphalt Grinding / Overlay |
| <input type="checkbox"/> 10. Asphalt Concrete Slurry Sealing | <input type="checkbox"/> 22. Guardrail Installation |
| <input type="checkbox"/> 11. Asphalt Concrete Fog Sealing | <input type="checkbox"/> 23. Pre-fabricated Equipment |
| <input type="checkbox"/> 12. Asphalt Concrete Tack Coat | <input type="checkbox"/> 24. Shotcrete Application |

C. Contract capability (determined by size of previous work and bonding capacity):

- 1. \$0 - \$10,000
- 2. \$0 - \$50,000
- 3. \$0 - \$100,000
- 4. \$0 - \$250,000
- 5. \$0 - \$500,000
- 6. \$0 - \$1,000,000
- 7. \$0 - \$5,000,000
- 8. \$0 - \$10,000,000
- 9. \$0 - >\$10,000,000

D. Use the following form (Page BD-17) to describe Bidder's experience on completed or ongoing projects over the last five (5) years. A separate sheet must be completed for each project; a minimum of three (3) projects are required.

PROJECT EXPERIENCE WITH ASPHALT PAVING, SLURRY SEAL AND PAVEMENT STRIPING PROJECTS

Project Status:
[] Project completed
[] Work in progress

Contractor's Role*:
[] Prime Contractor
[] Subcontractor
[] Joint Venture Partner

* Entity submitting proposal is considered "Contractor"

Facility / Project Name: _____

Address of Project: _____

Project Owner: _____

Contract Amount (Contractor's Share): \$_____ Was project bonded? [] Yes [] No

% of total project performed by Contractor by Contractor's own forces: _____%

Was Contractor required to possess a Performance Bond and/or Payment Bond? [] Yes [] No

Start Date:_____ Scheduled Completion Date:_____ Actual Completion Date:_____

Construction Manager / Project Manager:

Company: _____

Address: _____

Telephone:_____ email:_____

Contact Name:_____ Title: _____

Architect / Engineer:

Company: _____

Address: _____

Telephone:_____ email:_____

Contact Name:_____ Title: _____

Reference familiar with Contractor's performance:

Company: _____

Address: _____

Telephone:_____ email:_____

Contact Name:_____ Title: _____

Description of work performed by Contractor: _____

BID BOND

(MINIMUM 10% OF TOTAL BID AMOUNT)

KNOW ALL BY THESE PRESENTS that we, _____
the Contractor in the contract hereto annexed, as Principal, and _____,
as Surety, jointly and severally, bind ourselves, our heirs, representatives, successors and assigns, as
set forth herein to the County of Mono (hereinafter, "Owner") in the sum of \$ _____
lawful money of the United States. Principal has submitted the accompanying bid for

Virginia Lakes Road Maintenance Project

If the Principal is awarded the contract and enters into a written contract, in the form prescribed by the
Owner, at the price designated by his bid, and files two bonds with the Owner, one to guarantee payment
for labor and materials and the other to guarantee faithful performance, in the time and manner specified
by the Owner, and carries all insurance in the type and amount which conforms to the Contract
Documents, and furnishes required certificates and endorsements thereof, then this obligation shall be
null and void; otherwise it shall remain in full force and effect.

Forfeiture of this bond shall not preclude the Owner from seeking all other remedies provided by law to
cover losses sustained as a result of the Principal's failure to do any of the foregoing.

Principal and Surety agree that if the Owner is required to engage the services of an attorney in
connection with the enforcement of this bond, each shall pay Owner's reasonable attorney's fees
incurred with or without suit.

PRINCIPAL:

Executed on: _____

By: _____

(Seal of Corporation)

Title: _____

(Attach notary acknowledgment for Contractor's authorized representative and for Attorney-in-Fact of
Surety)

NOTICE: No substitution or revision to this bond form will be accepted. Sureties must be authorized to
do business in and have an agent for service of process in California. A certified copy of Power of
Attorney must be attached.

Any claims under this bond may be addressed to:

_____ (Name and address of Surety)

_____ (Name and address of Surety's agent for service of process in California, if different from above)

_____ (Telephone number of Surety's agent in Calif.)

(Attach notary acknowledgement)

SURETY

By: _____
(Attorney-in-Fact)

AGREEMENT BETWEEN COUNTY OF MONO
AND [Click here to enter text.](#)
FOR CONSTRUCTION SERVICES RELATED TO THE VIRGINIA LAKES ROAD
MAINTENANCE PROJECT

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as "County") may have the need for construction services related to the Virginia Lakes Road Maintenance Project of [Click here to enter text.](#) (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

Contractor shall furnish to County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by County to Contractor to perform under this Agreement will be made by the Director of Public Works, or an authorized representative thereof. Requests to Contractor for work or services to be performed under this Agreement will be based upon County 's need for such services. County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of Contractor by County under this Agreement. By this Agreement, County incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by Contractor at 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 as shown in attachment A

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 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 County to Contractor for services and work performed under this Agreement shall not exceed \$[Click here to enter text.](#), plus the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors (hereinafter referred to as "Contract Limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

E. Billing and Payment. Contractor shall submit to County, on a monthly basis, an itemized statement of all services and work described in Attachment A, which were done at 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 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, County shall make payment to Contractor within 30 days of its receipt of the itemized statement. Should County determine the services or work have not been completed or performed as requested and/or should Contractor produce an incorrect statement, 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 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 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

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 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 shall remain, the sole and exclusive property of 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 County's 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 and/or services hereunder and the results of that work and/or services 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 One Million dollars (\$1,000,000.00) per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- Automobile/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 One Million dollars (\$1,000,000.00) 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 polic(ies) of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a "Best's" policyholder's rating of "A" or "A+". Prior to commencing any work under this agreement, Contractor shall provide County: (1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement for general liability applying to County, 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 County.

C. Primary Coverage. For any claim made related to this Agreement or work and/or services performed or provided pursuant to this Agreement, Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as with respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

D. Deductible, Self-Insured Retentions, and Excess Coverage. Any deductibles or self-insured retentions must be declared and approved by County. If possible, Contractor's insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to County, its officials, officers, employees, and volunteers; or Contractor shall provide evidence satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured.

E. 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 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, County, except as expressly provided by law or set forth in Attachment A. No agent, officer, or employee of 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 with counsel acceptable to County, 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 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 11 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 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 County, its agents, officers, and employees harmless under the provisions of this Paragraph 11 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 12 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 County. Further, Contractor shall not assign any moneys due or to become due under this Agreement without the prior written consent of County.

16. DEFAULT

If Contractor abandons the work, fails to proceed with the work or services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, then County may declare 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.

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 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 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 County, or who has been an adverse party in litigation with County, and concerning such, Contractor by virtue of this Agreement has gained access to 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, then the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

22. FUNDING LIMITATION

The ability of County to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of Paragraph 23.

23. AMENDMENT

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

24. NOTICE

Any notice, communication, amendments, additions or deletions to this Agreement, including change of address of any party during the term of this Agreement, which Contractor or County shall be required, or may desire to make, shall be in writing and may be personally served, or sent by prepaid first-class mail or email (if included below) to the respective parties as follows:

County of Mono:
Mono County Public Works Department
Director of Public Works
PO Box 457
Bridgeport, CA 93517

Contractor:
[Click here to enter text.](#)
[Click here to enter text.](#)
[Click here to enter text.](#)

25. COUNTERPARTS

This Agreement may be executed in two (2) or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

26. ENTIRE AGREEMENT

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

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

COUNTY OF MONO

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF MONO

AND [Click here to enter text.](#)

FOR

CONSTRUCTION SERVICES RELATED TO THE VIRGINIA LAKES ROAD MAINTENANCE PROJECT

TERM:

FROM: [Click here to enter text.](#) **TO:** [Click here to enter text.](#)

SCOPE OF WORK:

The Scope of Work shall consist of the tasks as shown on the Plans, Specifications and Contract Documents.

Tasks performed in completing the Scope of Work shall follow generally-accepted practices for the construction industry and shall meet the minimum requirement and guidelines established by the Plans, Specifications and Contract Documents.

Tasks not explicitly stated or called for, but that can be reasonably inferred to be necessary for the work to be complete and functional for the intended purpose, in accordance with generally accepted practices shall be included in the scope of work.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF MONO

AND [Click here to enter text.](#)

FOR

**CONSTRUCTION SERVICES RELATED TO THE VIRGINIA LAKES ROAD MAINTENANCE
PROJECT**

SCHEDULE OF FEES:

The County will pay to the Contractor the unit price stated in the Proposal Forms, Bid Schedule, for the number of units of each item complete and in-place and conforming to the Plans, Specifications and Contract Documents, as determined by the County.

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

EXHIBIT 1

AGREEMENT BETWEEN THE COUNTY OF MONO AND

[Click here to enter text.](#) FOR CONSTRUCTION SERVICES RELATED TO THE VIRGINIA LAKES ROAD MAINTENANCE 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.

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- L. **EQUIPMENT:** All machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the work.
- M. **EXTRA WORK:** An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Engineer to be necessary to complete the work within the intended scope of the contract as previously modified.
- N. **INSPECTOR:** An authorized representative of the Engineer assigned to make all necessary inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
- O. **LABORATORY:** The laboratory or laboratories authorized by the Department to test materials and work involved in the contract.
- P. **LIQUIDATED DAMAGES:** the daily amount set forth in these General Conditions to be deducted from the contract price to cover additional costs incurred by a local agency because of the contractor's failure to complete the contract work within the number of calendar days or workdays specified.
- Q. **NOTICE TO PROCEED:** A written notice from the Department to the Contractor to begin the actual contract work on the Project. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
- R. **PROJECT:** The construction, installation, placement, alteration, or repair of any improvement of any kind, which is required directly or indirectly by the contract.
- S. **SPECIFICATIONS:** A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if physically included in the contract.
- T. **STANDARD PLANS:** State of California Department of Transportation, 2010 edition of the Standard Plans
- U. **STANDARD SPECIFICATIONS:** State of California Department of Transportation, 2010 edition of the Standard Specifications
- V. **SUPERINTENDENT:** The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the Engineer, and who shall supervise and direct the construction.
- W. **SURVEYOR:** The individual, partnership, firm, or corporation duly authorized by the Contractor to be responsible for verifying placement of the work and acting directly or through an authorized representative.
- X. **UNEXCUSABLE DELAY:** a delay that does not entitle the Contractor to an adjustment of the Contract Limit and does not entitle the Contractor to an adjustment of the Contract Time.
- Y. **WORK:** The construction and services required by the Contract, whether completed in whole or partially completed, and includes all labor, materials, equipment, tools, supplies, tax, transportation, and services provided or to be provided by the Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a part of the Project.
- Z. **WORKING DAY:** A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least 6 hours toward completion of the contract. Unless work is suspended for causes beyond the Contractor's control, Saturdays, Sundays, and holidays on which the Contractor's forces engage in regular work, requiring the presence of an inspector, will be considered working days.

1.2 ORDER OF PRECEDENCE OF DOCUMENTS.

In case of conflict between the Agreement, any Attachments to the Agreement, any Special Provisions, Project Plans, Technical Specifications, Quality Assurance Program (QAP) Plan, Standard Plans or Standard Specifications or other portions of the Contract Documents, including the Invitation for Bids and Instructions to Bidders, the more specific provision shall govern.

SECTION 2. PERFORMANCE OF WORK

2.1 USE OF PREMISES, HOURS OF WORK, CONTACT INFORMATION AND PUBLIC NOTIFICATION.

- A. Work occurring within 500 feet of a residential or commercial occupancy shall be limited to the hours between 7:00 am and 8:00 pm Monday through Saturday (Sunday operations shall be limited to hours between 9:00 am and 5:00 pm). Concrete pouring is limited to daylight hours between sunrise and sunset.
- B. Unless otherwise provided, the Contractor accepts full control of any vehicles, equipment, material, or other property delivered to the site in the performance of services and work for the Project. The Contractor is solely responsible for ensuring the security and protection of such vehicles, equipment, materials, property, and Work. The County accepts no responsibility for the security, safety, or liability of said vehicles, equipment, material, property, or work until final acceptance of the Work. The Contractor understands that the project site is a public area and, as such, there may be vandalism or obstructions, protrusions, and undesirable materials on and under the ground surface that may result in damage to the Contractor's vehicles, equipment, materials, project work, or other property.
- C. Authorized representatives or agents of the Engineer and County, state, or federal government shall have the right to enter the project site at any time during execution of the Work for any purpose that will not unreasonably interfere with the Contractor's use, including, but not limited to, the conduct of its own business, facility inspection, or inspection to ensure compliance with the terms and conditions of the Project.
- D. 24 Hour Contact Number - The Contractor shall assign a project superintendent and an assistant who have the complete authority to make decisions on behalf of the Contractor. The project superintendent or the assistant shall be at the project site at all times during the construction and shall be available and on call 24 hours a day, 7 days per week for the duration of the project. The Contractor shall provide the Engineer and the Mono County Sheriff's Department primary and secondary 24-hour mobile phone numbers for the project superintendent and the assistant. These numbers shall not automatically direct calls to a recorder or other message taking service.

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.

- E. Vehicular access – Vehicular access to and from commercial and residential driveways and parking lots shall be maintained at all times, except when performing items of work that cannot be accomplished without access restriction.

2.2 OTHER PROJECTS.

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

2.3 PROTECTION OF PROPERTY.

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

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

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

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

2.4 ENVIRONMENTAL PROTECTION.

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

2.5 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES.

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

In accordance with Section 25914.1 et seq. of the Health and Safety Code, all such removal of asbestos or hazardous substances, including any exploratory work to identify and determine the extent of such asbestos or hazardous substance, shall be performed by a person properly licensed to perform such work and shall be performed by separate contract if the presence of asbestos or hazardous substances is not disclosed in the bid documents.

2.6 ARCHAEOLOGICAL AND HISTORICAL FINDINGS.

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

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

SECTION 3. ACKNOWLEDGEMENTS, DISCLOSURES, CERTIFICATIONS AND AFFIDAVITS

3.1 DEBARMENT AND SUSPENSION CERTIFICATION

Contractor's signature affixed to the Agreement, shall constitute a certification under penalty of perjury under the laws of the State of California, that Contractor has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined to be of ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the County.

3.2 NATIONAL LABOR RELATIONS BOARD CERTIFICATION

Contractor's signature affixed to the Agreement, shall constitute a certification under penalty of perjury under the laws of the State of California that no more than one final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with a court order to comply with an order of the National Labor Relations Board.

3.3 APPLICABILITY TO SUBCONTRACTORS

The certification and disclosure of lobbying activities forms provided in the Project Manual and/or the Agreement shall be included in each subcontract and any lower-tier contracts exceeding \$10,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

3.4 QUARTERLY DISCLOSURES

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

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or
- (3) A change in the officer(s), employees(s), or member(s) contacted to influence or attempt to influence a covered Federal Action.

SECTION 4. SUBCONTRACTORS

4.1 SUBCONTRACTING.

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

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

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

Each subcontract must comply with the Agreement and all contract documents including, but not limited to insurance requirements. Subcontractor shall provide all certificates and other required documentation/proof of insurance to Contractor, and Contractor shall make such documents available to County upon its request.

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

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

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

If the work involves Federal funds, each subcontract and any lower-tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contract" located in the Federal Provisions within the Project Manual.

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

4.2 PERFORMANCE OF SUBCONTRACTORS

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

4.3 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS.

A prime contractor or subcontractor shall pay any subcontractor not later than 7 days from receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 7 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the County's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

4.4 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS.

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

Please refer to the Federal Provisions (for contracts involving Federal funds), attached to the Agreement for further information. Where the Federal Provisions apply, they shall supersede and replace this section 4.4 to the extent inconsistent herewith.

4.5 APPALACHIAN REGIONAL DEVELOPMENT ACT OF 1965.

This project is not funded under the Appalachian Regional Development Act of 1965, therefore, page FP-13 of the Federal Provisions (if Federal Provisions are included in the contract) does not apply to this contract.

SECTION 5. PROJECT IMPLEMENTATION

5.1 PRE-CONSTRUCTION CONFERENCE.

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

5.2 PROSECUTION AND PROGRESS.

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

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

5.3 ORDER OF WORK.

The project site is located in a climate that can experience freezing temperatures throughout the year. While determination of the means, methods, techniques, sequences, and procedures of construction are the responsibility of the Contractor, such sequencing and procedures must bear climatic conditions in mind. Work shall be scheduled and protected such that inclement weather does not damage the Work or result in a hazardous condition.

SECTION 6. PROJECT ADMINISTRATION

6.1 GENERAL.

Changes and Extra Work: The County may make changes within the scope of work and add extra work. The Engineer describes the changes and extra work, the payment basis, and any time adjustment in a *Change Order*. A *Change Order* is approved when the County signs the *Change Order*. Until the County approves a *Change Order*, continue to perform the work under the Contract unless the Engineer orders you to start the work described in the *Change Order* before its approval. Submit detailed cost data for a unit price adjustment for a bid item if (1) the Engineer requests the data or (2) you request a unit price adjustment resulting from a change of more than 25 percent in the bid item's quantity.

Control of Work:

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

6.2 OMITTED ITEMS.

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

6.3 CONTRACTOR REPRESENTATION.

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

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

6.4 CONTRACTOR PERSONNEL.

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

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

6.5 METHODS AND EQUIPMENT.

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

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

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

6.6 PARTIAL PAYMENTS.

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

6.7 FINAL ACCEPTANCE.

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

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

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

6.8 CLAIMS FOR ADJUSTMENT AND DISPUTES.

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

Claims falling within the provisions of California Public Contract Code section 9204 shall be processed in accordance with that section.

6.9 FORCE MAJEURE.

Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

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

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

6.10 WARRANTY AND GUARANTEE.

The Contractor warrants to the County that all materials furnished under this Contract shall be new unless otherwise specified and that all Work, including without limitation all materials, will be of good

quality, free from faults and defects and in conformance with contract requirements. Any work not so conforming to these standards may be considered defective. The obligations of the Contractor in this subsection shall be in addition to, and not in limitation of, any obligations imposed upon it by those guarantees required by the contract or otherwise prescribed by law.

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

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

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

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

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

SECTION 7: TERMINATION

7.1 TERMINATION BY CONTRACTOR.

The Contractor shall have the right to terminate the Contract only upon the occurrence of one of the following:

1. Provided that County has not commenced reasonable action to remove any order of a court within the 90 day period, the Work is stopped for 90 consecutive days, through no act or fault of Contractor, any Subcontractor, or any employee or agent of Contractor or any Subcontractor, due to an issuance of an order of a court or other public authority having jurisdiction or due to an act of government, such as a declaration of a national emergency making material unavailable.
2. The County fails to perform any material obligation under the Contract Documents and fails

to cure such default within 30 days, or County has not commenced to cure such default within 30 days where such cure will require a reasonable period beyond 30 days and diligently prosecutes the same to completion, after receipt of notice from Contractor stating the nature of such default(s).

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

Upon termination by Contractor, County will pay to Contractor the sum determined by Section 7.4 of these General Conditions. Such payment will be the sole and exclusive remedy to which Contractor is entitled in the event of termination of the Contract by Contractor pursuant to this section; and Contractor will be entitled to no other compensation or damages and expressly waives the same.

7.2 TERMINATION BY COUNTY FOR CAUSE.

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

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

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

1. Contractor persistently or repeatedly refuses or fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to prosecute the Work in accordance with the Contract Documents.
2. Contractor fails to make prompt payment of amounts properly due subcontractors after receiving payment from County.
3. Contractor fails to follow applicable legal requirements.
4. Contractor persistently or materially fails to execute the Work in accordance with the Contract Documents.
5. Contractor is in default of any other material obligation under the Contract Documents.
6. Contractor persistently or materially fails to comply with applicable safety requirements.

Upon any of the occurrences referred to above the County may, at its election and by notice to the

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

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

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

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

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

7.3 TERMINATION BY COUNTY FOR CONVENIENCE.

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

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

1. Immediately discontinue the Work to the extent specified in the notice.
2. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary for completion of such portion of the Work as is not discontinued.
3. Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent they relate to the performance of the discontinued portion of the Work.
4. Thereafter, do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants, and equipment on the Project site or in transit thereto.

Upon such termination, the obligations of the Contract shall be as set forth in section 7.4 . Termination of the Contract does not relieve the surety of its obligation for any just claims arising out of the work performed.

7.4 PAYMENT ADJUSTMENT FOR TERMINATION.

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

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

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

The above payment shall be the sole and exclusive remedy to which the Contractor is entitled in the event of termination of the Contract by the County pursuant to Sections 7.2 or 7.3; and the Contractor will be entitled to no other compensation or damages and expressly waives same."

SECTION 8. MATERIALS

8.1 MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.

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

8.2 REFERENCE TO SPECIFICATIONS AND TRADE NAMES.

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

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

8.3 STORAGE OF MATERIALS.

Materials shall be stored as to assure the preservation of their quality and fitness for the Work. Stored materials, even if approved before storage, may again be inspected prior to their use in the Work. Stored materials shall be located so as to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the County and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the County. Private property shall not be used

for storage purposes without written permission of the owner or lessee of the property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the County a copy of the owner's or lessee's permission. All storage sites on private or County property shall be restored to their original condition by the Contractor at its entire expense, except as otherwise agreed to in writing by the County.

SECTION 9. CONSTRUCTION DETAILS

9.1 ORDER OF WORK.

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

9.2 SANITARY, HEALTH, AND SAFETY PROVISIONS.

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

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

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

9.3 CONSTRUCTION SITE NUISANCE.

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

9.4 PUBLIC CONVENIENCE AND SAFETY.

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

Contractor shall comply with OSHA regulations applicable to Contractor regarding necessary safety equipment and procedures. Contractor shall comply with safety instructions issued by County. Contractor's personnel shall wear hard hats and safety vests at all times while working at the project site. Pursuant to the authority contained in Section 591 of the Vehicle Code, County has determined that such areas are within the limits of the project and are open to public traffic. Contractor shall comply with all applicable requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Contractor shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles. All subcontracts entered into by Contractor shall contain the above provisions.

9.5 HIGHWAY CONSTRUCTION EQUIPMENT.

Attention is directed to Section 591 of the Vehicle Code and Sections 7-1.01D, "Vehicle Code," and 5-1.37B, "Load Limits," of the Standard Specifications. The Contractor shall take all necessary precautions for safe operation of its equipment and the protection of the public from injury and damage from such equipment.

9.6 PERMITS.

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

9.7 CONSTRUCTION LAYOUT AND STAKES.

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

9.8 TESTING AND INSPECTIONS.

Aside from materials testing and certifications required from the Contractor in the Quality Assurance Program (QAP), Technical Specifications, Standard Specifications, Special Provisions (if applicable) and/or these General Conditions, the County will provide testing services for installed work. Inspections shall be performed either: (1) as directed by the Engineer; or (2) pursuant to a written Inspection plan provided by County.

9.9 CONTRACTOR QUALITY CONTROL.

The Contractor shall be responsible for the quality of all materials entering into the work and of the work performed. The County and Engineer shall establish, maintain, and modify if needed, a quality control system that will provide assurance that materials and completed work conform to contract requirements. Where applicable, a copy of the QAP, which establishes testing frequency for materials incorporated into the work and criteria used to monitor the Contractor's conformance with Project Plans and Technical Specifications, will be included in the Project Manual.

9.10 INSPECTION OF THE WORK.

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

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

Any work done or materials used without supervision or inspection by an authorized representative of the County may be ordered removed and replaced at the Contractor's expense unless the County's

representative failed to inspect after having been given reasonable notice in writing that the work was to be performed.

9.11 RETEST OF WORK.

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

9.12 MAINTENANCE DURING CONSTRUCTION.

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

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

SECTION 10. OPERATIONS AND SAFETY

10.1 TEMPORARY CONTRACTOR FACILITIES.

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

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

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

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

10.2 BORROW, DISPOSAL AND MATERIAL SITES.

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

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

10.3 WATER SUPPLY.

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

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

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

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

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

10.4 EXISTING FACILITIES.

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

SECTION 11. PROGRESS MEETINGS

11.1 WEEKLY PROGRESS MEETINGS.

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

11.2 ATTENDEES.

As may be required by the Engineer, in addition to representatives of Mono County and the Contractor, each subcontractor, supplier or other entity concerned with current progress or involved in

planning, coordination or performance of future activities shall be represented at these meetings by individuals directly involved with the Contract and authorized to conclude matters relating to progress.

SECTION 14. WORK SCHEDULE AND LIQUIDATED DAMAGES

14.1 BEGINNING OF WORK AND TIME OF COMPLETION.

The Contractor shall begin work on the date provided in the Notice to Proceed issued by the Public Works Director or his designee. The work shall be diligently prosecuted to completion before the expiration of 30 WORKING DAYS beginning on the date set forth in the Notice to Proceed.

14.2 LIQUIDATED DAMAGES.

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

The liquidated damages described below, represent the projected financial loss and expenditures that may occur as a result of Contractor non-performance, including financial loss as a result of project delays. The County and Contractor agree that the liquidated damages provided for herein do not represent a penalty; rather, the liquidated damages represent a good faith effort by the County and Contractor to establish a reasonable estimate of the damages that will be incurred by the County in the circumstances described, considering all of the circumstances existing on the date of contract award, including the relationship of the sums to the range of harm to the County that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or inconvenient.

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

The Contractor shall pay to the County the sum of \$5,500 per day, as liquidated damages, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above. This sum is based on the recommended calculation located in the Caltrans Local Assistance Procedures Manual at page 12-20 available at http://www.dot.ca.gov/hq/LocalPrograms/lam/prog_p/lapmcomplete-2-2012.pdf.

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 THE COUNTY OF MONO AND _____ FOR CONSTRUCTION SERVICES RELATED TO THE VIRGINIA LAKES ROAD MAINTENANCE PROJECT **PREVAILING WAGES AS OF: February 1, 2021**

A. Determination.

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

B. Prevailing Wage Rate.

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

C. Apprentices.

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

D. Penalty for Non-Payment of Prevailing Wages.

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

E. Payroll Records.

Pursuant to Section 1776 of the California Labor Code, Contractor, and any subcontractor under him, shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the performance of the services and work requested by the County, as described in the Scope of Work (Attachment A) of this Agreement.

F. Inspection of Payroll Records.

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

G. Posting of Prevailing Wages at Job Site.

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

H. Hours.

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

I. Overtime.

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

J. Records of Hours.

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

K. Penalty for Violation of Work Hours.

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

L. Registration with DIR and Compliance Monitoring.

Under Labor Code section 1725.5, no contractor or subcontractor may be listed in a bid proposal (with limited exceptions stated in Labor Code section 1771.1) or awarded a contract for a public works project unless registered with the Department of Industrial Relations. This project is subject to compliance monitoring and

enforcement by the Department of Industrial Relations.

CALIFORNIA LABOR CODE:
Sections 1771, 1775, 1776, 1777.5, 1813, and 1815

§ 1771. Payment of general prevailing rate

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

§ 1775. Penalties for violations

- (a) (1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.
- (2) (A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:
 - (i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.
 - (ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.
- (B) (i) The penalty may not be less than ten dollars (\$10) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.
- (ii) The penalty may not be less than twenty dollars (\$20) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.
- (iii) The penalty may not be less than thirty dollars (\$30) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.
- (C) When the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.
- (D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.

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- (E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.
- (b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:
- (1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - (2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.
 - (3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.
 - (4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.
- (c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

§ 1776. Payroll records; retention; noncompliance; penalties; rules and regulations

- (a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
- (1) The information contained in the payroll record is true and correct.
 - (2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.
- (b) The payroll records enumerated under subdivision (a) shall be certified and furnished directly to the Labor Commissioner in accordance with subdivision (a) of Section 1771.4, and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:
- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and the Division of Labor Standards Enforcement of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

(c) Unless required to be furnished directly to the Labor Commissioner in accordance with paragraph (3) of subdivision (a) of Section 1771.4, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5)) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f)

(1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

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

(j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

§ 1777.5. Employment of apprentices; wages; standards; number; apprenticeable craft or trade; exemptions; contributions

(a) Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.

(b) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

(1) The apprenticeship standards and apprentice agreements under which he or she is training.

(2) The rules and regulations of the California Apprenticeship Council.

(d) When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the

contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

- (f) The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.
- (g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates where the contractor agrees to be bound by those standards, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.
- (h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Chief of the Division of Apprenticeship Standards, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.
- (i) A contractor covered by this section that has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or that has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).
- (j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Chief of the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.
- (k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:
 - (1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.
 - (2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.
 - (3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.
 - (4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.
- (l) When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be

required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

- (m) (1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.
- (2) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Division of Apprenticeship Standards for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows:
 - (A) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.
 - (B) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and geographic area for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices registered in each program.
 - (C) All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of the Division of Apprenticeship Standards.
- (3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Notwithstanding Section 13340 of the Government Code, all money in the Apprenticeship Training Contribution Fund is hereby continuously appropriated for the purpose of carrying out this subdivision and to pay the expenses of the Division of Apprenticeship Standards.
- (n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.
- (o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).
- (p) All decisions of an apprenticeship program under this section are subject to Section 3081.

§ 1813. Forfeiture for violations; contract stipulation; report of violations

The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

§ 1815. Overtime

Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1-1/2 times the basic rate of pay.

EXHIBIT 3

AGREEMENT BETWEEN COUNTY OF MONO
AND [Click here to enter text.](#)
FOR CONSTRUCTION SERVICES RELATED TO THE VIRGINIA LAKES ROAD
MAINTENANCE PROJECT

BOND REQUIREMENTS

Contractor shall furnish and maintain during the entire term of this Agreement or, if work or services do not begin as of the effective date of this Agreement, commencing at such other time as may be authorized in writing by the Public Works Director or his designee after consultation with the County Risk Manager, the following bonds: 1) a labor and materials payment bond in an amount equal to one hundred percent (100%) of the contract price; 2) a faithful performance bond in an amount equal to one hundred percent (100%) of the contract price; and, 3) upon project completion and acceptance by the County, a one-year warranty bond in an amount equal to ten percent (10%) of the contract price. The bonds shall comply with the requirements of California Civil Code Section 9554 and must be issued by an "Admitted Surety Insurer." For purposes of this Agreement, an Admitted Surety Insurer means a corporate insurer or inter-insurance exchange to which the California State Insurance Commissioner has issued a certificate of authority to transact surety insurance in California, as defined in Section 105 of the California Insurance Code. Bonds shall be in a form acceptable to the Mono County Counsel. The Attorney-in-Fact (resident agent) who executes the bonds on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge this Power of Attorney as of the date of the execution of the surety bond that it covers. If any surety becomes unacceptable to the County or fails to furnish reports as to its financial condition as requested by the County, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the County and of persons supplying labor or materials in the prosecution of the work contemplated by this Agreement. Payment and Performance Bonds are released by the County 35 days from the date of filing of the Notice of Completion. Sample bond forms are included on the following pages.

PERFORMANCE BOND

WHEREAS, the County of Mono, acting by and through the Department of Public Works, has awarded to Contractor _____, hereafter designated as the "Contractor", a contract for the work described as follows:

MONO COUNTY VIRGINIA LAKES ROAD MAINTENANCE PROJECT as described on the Plans, Specifications, and Contract Documents.

AND WHEREAS, the Contractor is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof:

NOW, THEREFORE, we the undersigned Contractor and Surety are held firmly bound to the County of Mono in the sum of \$ _____ dollars (\$ _____), to be paid to said County or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the County of Mono, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by County in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this _____ day of _____, 20____.

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Contractor

Name of Surety (SEAL)

By : Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

APPROVED AS TO FORM:

Mono County Counsel

PAYMENT BOND

WHEREAS, The County of Mono, acting by and through the Department of Public Works, hereafter referred to as "Obligee", has awarded to Contractor _____, hereafter designated as the "Principal", a contract for the work described as follows:

MONO COUNTY VIRGINIA LAKES ROAD MAINTENANCE PROJECT as described on the Plans, Specifications, and Contract Documents.

AND WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are bound unto the Obligee in the sum of _____ dollars (\$ _____), for which payment, we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and his subcontractors under Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to be fixed by the court. This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

Dated: _____, 20 ____

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Principal

Surety (SEAL)

By : Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

APPROVED AS TO FORM:

Mono County Counsel

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 MONO COUNTY VIRGINIA LAKES ROAD MAINTENANCE PROJECT such that it is free from defects in materials and workmanship for a period of one year commencing on

_____ (the "Maintenance Period") and shall indemnify and save harmless the County of Mono, its officers and agents, as stipulated in the contract, said Surety will pay for the same in an amount not to exceed the sum hereinabove set forth, and also in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court.

PROVIDED, HOWEVER, that any suit under this bond shall be commenced no later than one (1) year from the expiration date of the Maintenance Period; provided, however, that if this limitation is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law, and said period of limitation shall be deemed to have accrued and shall commence to run on the expiration date of the Maintenance Period.

Dated: _____, 20 ____

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Principal

Surety (SEAL)

By : Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

APPROVED AS TO FORM:

Mono County Counsel

EXHIBIT 4

AGREEMENT BETWEEN THE COUNTY OF MONO AND FOR CONSTRUCTION SERVICES RELATED TO THE VIRGINIA LAKES ROAD MAINTENANCE PROJECT

INVOICING, PAYMENT AND RETENTION

3.E. (1). Invoicing and payment. Contractor shall submit to the County, not more than once per month, a payment request in the form of an itemized statement of all services and work described in the Scope of Work (Attachment A) and Contract Documents, which were done at the County's request. The statement to be submitted will cover the period from the first day of the preceding month through and including the last day of the preceding month. Alternatively, Contractor may submit a single request for payment at the conclusion of the work. All statements submitted in request for payment should identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Invoices shall be informative and concise regarding work performed during that billing period. If this box is checked, then invoicing shall be made in the format and according to the schedule and payment terms set forth in the Application and Certificate for Payment set forth on the following two pages.

The progress of work shall initially be determined by Contractor, but must then be approved in writing by the County. Additionally, the making of one or more progress payments shall not be construed as approval of the work performed by the Contractor. Should Contractor submit an improper payment request, the County shall, as soon as practicable, return the request to Contractor accompanied by a document setting forth the reasons why the payment request is not proper. Should the County determine the services or work have not been completed or performed as called for in the Scope of Work (Attachment A) and/or the Contract Documents and/or should Contractor submit an improper payment request, then County shall withhold payment of any disputed amount, plus those amounts authorized by Public Contract Code section 7107, until the services and work are satisfactorily completed or performed and/or the payment request is corrected and resubmitted.

Final payment (excluding retention) for work completed by the Completion Date specified in the Notice of Completion, shall be made within 35 days from the date that County records the Notice of Completion.

3.E.(2). Retention. In accordance with Sections 20104.50 and 9203 of the Public Contract Code, County shall retain 5% of each progress payment until the project is completed unless, at any time after 50 percent of the work has been completed, the Board of Supervisors finds that satisfactory progress is being made, in which case County may make any of the remaining progress payments in full for actual work completed. In accordance with Section 22300 of the Public Contract Code, Contractor may substitute securities for any moneys withheld by the County to ensure performance under this Agreement or request the County to make payments of the retention earnings directly to an escrow agent at Contractor's expense.

Retention for work completed by the Completion Date will be released within 60 days of the date the County records the Notice of Completion.

SECTION III



TECHNICAL SPECIFICATIONS

VIRGINIA LAKES ROAD MAINTENANCE PROJECT

COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS

TECHNICAL SPECIFICATIONS

Virginia Lakes Road Maintenance Project

9310

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1 DESCRIPTION OF WORK

The **Virginia Lakes Road Maintenance Project** (hereinafter referred to as the project) is for the purpose of rehabilitation the condition of asphalt concrete on Virginia Lakes Road near the community of Bridgeport, CA by fog seal. Pavement Striping and Markings will be applied after the repaving.

There may be other items of work not mentioned above that are required by the 2018 State of California, Department of Transportation, Standard Specifications, Latest Edition (hereinafter referred to as CT Specifications), or these Technical Specifications.

Work shall conform to the State of California (Caltrans) 2018 Standard Specifications and Standard Plans, except as modified herein and on the project plans. In the event of conflicting specifications on a technical matter, the order of precedence is:

- 1 Project Plans.
- 2 These Technical Specifications.
- 3 Caltrans Standard plans and Standard Specifications, 2018 edition.

Submittals:

The Contractor shall provide an 'electronic file' of submittals for each item required in the following sections of these technical specifications.

The Engineer reserves the right to require additional submittals from the Contractor that are not specifically identified. If so requested, the Contractor shall provide the Engineer with an 'electronic file' of any additional submittals.

5 CONTROL OF WORK AND MATERIALS

Submittals:

Construction schedule

Construction:

Work shall progress only after engineer's approval of the Construction Schedule Submittal. The construction schedule shall include consideration for local events. Many of these events have set up times and clean up times that must also be avoided, before and after said event. Refer to <https://www.monocounty.org/things-to-do/events/> for the most current list of events planned for each community, and schedule accordingly. Events that could possibly conflict with construction include:

The engineer may increase or decrease blockout dates for local events. During the duration of local events, work can continue in unaffected regions. Days blocked out due to special events will not be working days.

Highway 395 and Highway 6 are State of California, Highway department roads (CalTrans). All work where Mono County roads join or enter the Caltrans ROW must be done in conformance with an approved Caltrans Encroachment Permit. Mono County will obtain the required Caltrans Encroachment Permit for this work. No work shall be done within the CalTrans right-of-way without

the contractor being in possession of an approved encroachment permit signed by CalTrans.

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

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

24 Hour Contact Number - The Contractor shall assign a project superintendent and an assistant who have the complete authority to make decisions on behalf of the Contractor. The project superintendent or the assistant shall be at the project site at all times during the construction and shall be available and on call 24 hours a day, 7 days per week for the duration of the project. The Contractor shall provide the Engineer and the Mono County Sheriff's Department primary and secondary 24-hour mobile phone numbers for the project superintendent and the assistant. These numbers shall not automatically direct calls to a recorder or other message taking service.

Advance Public Notification – At least 7 days and no more than 14 days prior to beginning any work on the project, the Contractor shall sign or post written notice in each community and notify 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 Mono County Public Works.

The Contractor shall provide Advance Notice to the following parties.

General

760 932 7549 Mono County Sheriff Department
760 387 2955 Mono County Fire/Rescue Department
760 872 0674 Caltrans Encroachment Permit Office

Payment:

There is no separate payment for Control of Work.

8 MOBILIZATION

General:

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

Submittals:

Equipment and materials storage locations
Staging locations

Payment:

The contract LUMP SUM price paid for MOBILIZATION shall constitute full compensation for furnishing all labor and materials, including tools, equipment and incidentals, and for performing the

work involved in placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of equipment and materials, creating as-built drawings, and for performing all work required for which separate payment is not otherwise provided as specified in the CT Specifications and these Technical Specifications, and as directed by the Engineer. No adjustment will be made to the lump sum price for mobilization due to the requirement of a winter suspension, two mobilizations, or changes to other items of work or additions to the Contract. The contract LUMP SUM payments for MOBILIZATION will only be paid as work begins in each separate project area

12 TEMPORARY TRAFFIC CONTROL

General:

All work performed in connection with TEMPORARY TRAFFIC CONTROL shall conform to the provisions in CT Specifications Section 12 TEMPORARY TRAFFIC CONTROL. Sections 7- 1.08, "Public Convenience," 7-1.09, "Public Safety," and Section 12, "Construction Area Traffic Control Devices," and these Technical Specifications. Nothing in these Technical Specifications shall be construed as relieving the Contractor from the responsibilities specified in Section 7-1.09.

At the pre-construction meeting, the traffic control requirements for the project shall be reviewed with the Contractor including all of the Contractor's foremen or supervisors.

Submittals:

The Contractor shall submit a traffic control plan prepared by a Civil Engineer. The traffic control plan shall meet the requirements of the Caltrans encroachment permit. If acceptable to Caltrans, applicable Caltrans Standard Plans (T-sheets) may be used in lieu of a traffic control plan prepared by a Civil Engineer.

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

Construction:

The Contractor shall post "No Parking" signs, as necessary, not less than 72 hours in advance of scheduled work that will restrict parking. If the work is not performed during the timeframe indicated on the "No Parking" signs, the work shall be rescheduled with at least three (3) working days advance notice. No parking signs shall state the dates and times that the no parking restrictions will be in effect.

The Contractor shall leave the street open to traffic.

A minimum of one paved traffic lane, not less than ten (10) feet wide, shall be open for use by public traffic in each direction of travel except for single direction traffic control with flaggers as approved by the Engineer. Traffic may not be routed over unpaved roadways unless authorized by the Engineer.

Except for temporary interruptions approved by the Engineer, Contractor shall maintain property owner access to their property over both walkways and driveways at all times.

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

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

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

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

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

Payment:

The contract LUMP SUM price paid for "TRAFFIC CONTROL" shall include full compensation for furnishing all labor, materials (including signs, arrow boards, barricades and cones), tools, equipment and incidentals, preparing the required traffic control plans, and providing construction and detour signs, flaggers, police support and the installation and subsequent removal of signing, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the traffic control system as shown on the plans, as specified in the CT Specifications and these Technical Specifications, and as directed by the Engineer. The LUMP SUM price paid for "TRAFFIC CONTROL" applies only to the specific area of construction identified on the Bid Sheets.

13 WATER POLLUTION CONTROL

General:

The intent of the WATER POLLUTION CONTROL is to eliminate the potential for this dust or sediment to exit the project site in any form of runoff and to conform to any federal, state and/or local requirements.

Submittals:

Documentation demonstrating that Fiber Roll is certified seed proof.

Plan showing contractors proposed placement of erosion and sediment control bmps.

Materials: Fiber

rolls

Other BMP's as determined in the field

Construction:

Work shall be scheduled for time when there is no stormwater runoff entering or exiting the site, except as authorized by the engineer.

No construction debris shall be allowed to exit the site.

Contractor shall have pavement sweeping and vacuuming equipment to collect sediment, dust and debris to eliminate the potential for construction debris from leaving the site.

Contractor may be required to have Fiber rolls available in the instance that a rainstorm is predicted while there is sediment on the paved surfaces. If sediment is continuously removed from paved surface, fiber rolls may not be required.

Work shall include furnishing all labor, materials (including fiber rolls, silt fences, geotextiles, etc.), tools, equipment and incidentals, and providing the required BMPs and subsequent removal of BMPs, and for performing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the erosion control system as shown on the plans, as specified in the CT Specifications and these Technical Specifications, and as directed by the Engineer.

Project Winterization:

This project is not expected to require winterization. If winterization is required all costs associated with it will be the responsibility of the Contractor. Winterization would include cleaning all surfaces of sediment, debris and dust. If there is a winter shutdown, no work will be permitted in project areas that have not been started.

Payment:

The contract LUMP SUM price paid for "WATER POLLUTION CONTROL" shall include full compensation for furnishing all labor, equipment, and materials (including fiber rolls, silt fences, geotextiles, sweeping, etc.), tools, equipment and incidentals, and providing the required BMPs and subsequent removal of BMPs, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the WATER POLLUTION CONTROL as shown on the plans, as specified in the CT Specifications and these Technical Specifications, and as directed by the Engineer.

15 PROTECTION OF EXISTING FACILITIES

General:

Existing facilities requiring adjustment include removal and connection to existing storm drainage. All work performed in connection with PROTECTION OF EXISTING FACILITIES shall conform to the provisions in Section 15, "Existing Highway Facilities," and Section 4-1.03D "Changes" of the CT Specifications and these Technical Specifications.

Construction:

Existing underground utility lines are not shown on the plans. This project includes only surface work. The Contractor shall be responsible for locating and field verifying the location of all existing utilities and utility features prior to the start of construction activities and protecting all facilities during construction. (Note: There is a fiber optic line in the vicinity of this project.) Engineer shall be notified of utility conflicts. Contractor shall allow 14 days after notification of utility conflicts prior to construction of affected work. Damage caused by the Contractor to existing facilities shall be repaired within 24 hours at the sole expense of the Contractor.

Existing overhead utility lines are not shown on the plans. The contractor shall take all precautionary measures necessary to protect overhead utility lines and protect workers and pedestrians during construction operations.

The Contractor shall notify and coordinate the work of identifying and marking utility facilities with the respective utility companies. The Contractor is required to call Underground Service Alert (USA) at 811 forty-eight (48) hours in advance of any excavation activity. The Contractor shall submit to the Engineer copies of all USA confirmation numbers including associated documentation.

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

The Contractor shall not disturb permanent survey monuments or benchmarks except as shown on the plans and as approved by the Engineer. The Contractor shall bear the expense of replacing any monuments or benchmarks that may be disturbed without permission. Replacement shall be done only by a registered Land Surveyor in the presence of the Engineer.

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

Payment:

Full compensation for PROTECTION OF EXISTING FACILITIES shall be considered as included in the contract prices paid for the various other items of work, and no additional compensation will be allowed therefor.

18 DUST CONTROL

General:

All work performed in connection with DUST CONTROL shall conform to the provisions in CT Specifications Section 18 DUST PALLIATIVES.

Submittals:

Documentation for any dust palliative materials proposed.

Construction:

The Contractor shall perform necessary work to control dust at all times as required by regulation.

Sweep up or vacuum any residue before it can be blown by traffic or wind, migrate across lanes or shoulders, migrate to adjacent soils or enter a drainage facility.

Debris collected shall be disposed legally, such as at landfill facility.

Payment:

Full compensation for DUST CONTROL shall be considered as included in the contract prices paid for the various other items of work, and no additional compensation will be allowed therefor.

37 BITUMINOUS SEALS

37-3. Slurry Seals:

Applying a slurry seal consists of spreading a mixture of asphaltic emulsion or polymer modified asphaltic emulsion, aggregate, set-control additives, and water on a surface or pavement.

Submittals:

Submit a laboratory report of test results and a proposed mix design 10 days before starting placement of slurry seal. The report and mix design must include the specific materials to be used.

The laboratory report must include:

1. Test results used in the mix design
2. Proportions of the following materials based on the aggregate's dry weight:
 - 2.1. Aggregate
 - 2.2. Filler determined from tests, minimum and maximum
 - 2.3. Water, minimum and maximum
 - 2.4. Asphalt solids content
 - 2.5. Set control agent
3. Comparison of slurry seal test results to the specified values

The testing laboratory must sign the original laboratory report and mix design.

If the mix design consists of the same materials covered by a previous laboratory report, you may submit the previous laboratory report that must include material testing data performed within the previous 12 months for authorization.

If you change any of the materials in the mix design, submit a new mix design and laboratory report at least 10 days before starting slurry seal work.

Your laboratory must be able to perform International Slurry Surfacing Association tests and mix designs.

Materials:

Aggregate for slurry seal and micro-surfacing must comply with the gradation requirements shown in the following table:

Sieve size	Aggregate Gradation Requirements	
	Percentage passing by aggregate type	
	II	III
3/8"	100	100
No. 4	94–100	70–90
No. 8	65–90	45–70
No. 16	40–70	28–50
No. 30	25–50	19–34
No. 200	5–15	5–15

Aggregate must be rock dust or sand such as plaster sand. Aggregate larger than the no. 50 sieve must be 100 percent crushed rock. Aggregate must be free from vegetable matter, deleterious substances, caked or clay lumps, and oversized particles.

The slurry seal mix design must comply with the requirements shown in the following table:

Slurry Seal Mix Design Requirements

Quality characteristic	Test method ^a	Requirement
Consistency (max, mm)	Technical Bulletin 106	30
Wet stripping	Technical Bulletin 114	Pass
Compatibility	Technical Bulletin 115	Pass ^b
Cohesion test ^c , within 1 hour (min, kg-mm)	Technical Bulletin 139	200
Wet track abrasion (max, g/m ²)	Technical Bulletin 100	810

^aTest methods are by the International Slurry Surfacing Association.

^bMixing test must pass at the maximum expected air temperature at the job site during placement.

^cUsing project source aggregate, asphaltic emulsion, and set-control agents if any.

The mix design must have the percent of asphaltic emulsion, based on percentage by weight of the dry aggregate, within the ranges shown in the following table:

Asphaltic Emulsion Percentage	
Aggregate type	Range
II	12–18
III	10–15

The Engineer determines the exact percentage based on the design asphalt binder content and the asphalt solids content of the asphaltic emulsion furnished.

Aggregate:

If the specific gravities differ by 0.2 or more, California Test 202 is replaced with California Test 105 for blends of different aggregates.

Aggregate for slurry seal must comply with the requirements for the type shown in the following table:

Aggregate Quality			
Quality characteristic	Test method	Requirement by aggregate type	
		II	III
Sand equivalent (min)	California Test 217	55	60
Durability index (min)	California Test 229	55	55

Each day's aggregate moisture content measurements must not vary more than ± 0.5 percent.

Polymer modified asphaltic emulsion must:

1. Consist of a polymer mixed with a bituminous material uniformly emulsified with water and an emulsifying or stabilization agent.
2. Use either neoprene polymer or butadiene and styrene copolymer. The polymer must be homogeneous and milled into the asphaltic emulsion at the colloid mill.
3. Polymer modified asphaltic emulsion must be Grade PMCQS1h cationic and must comply with the requirements shown in the following table:

Polymer Modified Asphaltic Emulsion Requirements

Quality characteristic	Test method	Requirement
Tests on emulsion:		
Saybolt Furol viscosity @ 25 °C (Saybolt Furol seconds)	AASHTO T 59	15–90
Sieve test (%)	AASHTO T 59	0–0.3
Storage stability after 1 day (%)	AASHTO T 59	0–1
Residue by evaporation (min, %)	California Test 331	57
Particle charge	AASHTO T 59	Positive
Tests on residue by evaporation:		
Penetration at 25 °C	AASHTO T 49	40–90
Ductility at 25 °C (min, mm)	AASHTO T 51	400
Torsional recovery (min, %) or Polymer content (min, %)	California Test 332 California Test 401	18 2.5

Construction:

Before applying slurry seal or micro-surfacing, cover manholes, valve and monument covers, grates, or other exposed facilities located within the area of application using plastic or oil resistant construction paper secured by tape or adhesive to the facility being covered. Reference the covered facilities with enough control points to relocate the facilities after application of the seal coat.

In areas inaccessible to spreading equipment, spread the slurry seal or micro-surfacing mixture with hand tools or other authorized methods. If placing with hand tools, lightly dampen the area first. Do not handle or shift the material.

Proportion slurry seal ingredients in compliance with the authorized mix design. Proportion and blend different aggregate types before adding other ingredients.

After proportioning, the slurry seal mixture must be workable. The slurry seal surface must be cured to allow traffic within 1 hour after placement. The slurry seal must not show bleeding, raveling, separation, or other distresses for 15 days after placing.

Spread slurry seal uniformly within the specified spread rate range. Do not spot, rehandle, or shift the mixture.

The Engineer determines the exact spread rate for slurry seal. The completed rate must be within 10 percent of the Engineer's determined spread rate. The slurry seal spread rates must be within the ranges shown in the following table:

Type of aggregate	Range (lb of dry aggregate/sq yd)
II	10–15
III	20–25

Longitudinal joints must correspond with lane lines. You may request other longitudinal joint patterns if they do not adversely affect the slurry seal.

Spread slurry seal in full lane widths. Do not overlap slurry seal between adjacent lanes more than 3 inches.

Use kraft paper at transverse joints and over previously placed slurry seal to prevent double placement. Remove the paper after use. Use hand tools to remove spillage.

The finished surface must be smooth.

The mixture must be uniform and homogeneous after spreading, and there must not be separation of the emulsion and aggregate after setting.

Protect the slurry seal from damage until it has cured and will not adhere or be picked up by vehicle tires.

Mixing and Spreading Equipment:

Mixing and spreading equipment for slurry seal must proportion asphaltic emulsion, water, aggregate, and any set-control additives by volume and mix them in continuous pugmill mixers. Continuous pugmill mixers must be of adequate size and power for the type of materials to be mixed.

Introduce emulsion into the mixer with a positive displacement pump. If you use a variable-rate pump, the adjusting unit must be sealed in its calibrated position.

Introduce water into the mixer with a meter that measures gallons.

Identifying numbers for equipment must be at least 2 inches high and located on the front and rear of the vehicle.

If truck-mounted mixer-spreaders are used, keep at least 2 operational spreaders at the job site during placement.

In areas inaccessible to spreading equipment, spread the slurry seal mixture with hand tools. If placing with hand tools, lightly dampen the area first. Do not handle or shift the mixture.

Truck Mounted Mixer Spreaders:

Truck mounted mixer spreaders must comply with the following:

1. Rotating and reciprocating equipment must be covered with metal guards.
2. Proportion aggregate using a belt feeder with an adjustable cutoff gate. The Engineer verifies the height of the gate opening.
3. Belt feeder must have a depth monitor device. The depth monitor device must automatically shut down power to the belt feeder when the aggregate depth is less than 70 percent of the target depth.
4. Separate monitor device must detect the revolutions of the belt feeder. This device must automatically shut down power to the belt feeder if it detects no revolutions. If the belt feeder is an integral part of the equipment's drive chain, the monitor device is not required.
5. Aggregate belt feeder must be connected directly to the drive on the emulsion pump. The aggregate feeder drive shaft must have a revolution counter reading the nearest 0.10 revolution for micro-surfacing, and nearest 1 revolution for slurry seal.
6. Emulsion storage must be equipped with a device that automatically shuts down power to the emulsion pump and aggregate belt feeder when the level of stored emulsion is lowered. To allow for normal fluctuations, there may be a delay of 3 seconds between detection of low emulsion storage levels or low aggregate depths and automatic power shut down.
7. Emulsion storage must be located immediately before the emulsion pump.
8. Emulsion storage tank must have a temperature indicator at the pump suction level. The indicator must be accurate to ± 5 degrees F.

9. No-flow and revolution warning devices must be in working condition and comply with California Test 109. Low-flow indicators must be visible while walking alongside the equipment.

Continuous Self-Loading Mixing Machine:

Continuous self-loading mixing machines must be automatically sequenced and self-propelled. The mixing machine must deliver each material to a double shafted mixer and discharge the mixed material on a continuous flow basis. The mixing machine must have sufficient storage capacity to maintain a continuous supply of material to the proportioning controls. The mixing machine operator must have full control of forward and reverse speeds during placement.

Spreader Box:

The spreader box used to spread the slurry mixture must be:

1. Capable of spreading an entire lane width.
2. Equipped with flexible rubber belting on each side. The belting must contact the pavement to prevent loss of slurry from the box.
3. If wider than 7.5 feet, equipped with baffles, reversible motor-driven augers, or equivalent features to uniformly apply the slurry seal on superelevated sections and shoulder slopes.
4. Equipped with rear flexible strike-off blades in close contact with the pavement and adjustable to various crown shapes to uniformly apply the slurry seal.
5. Equipped with flexible drags attached to the rear and cleaned daily and changed if longitudinal scouring occurs.
6. Clean and free of slurry seal or emulsion at the start of each work shift.

Surface Preparation:

Before you place slurry seal or micro-surfacing, clean the pavement surface by removing loose particles of extraneous materials, including paving and dirt. Use any nondestructive method, such as flushing or sweeping.

Placement:

Longitudinal and transverse joints must be:

1. Uniform
2. Straight
3. Neat in appearance
4. Butt-type joints
5. Without material buildup
6. Without uncovered areas

Place longitudinal joints:

1. On centerlines, lane lines, edge lines, or shoulder lines
2. With overlaps not more than 3 inches

Set the leading edge of kraft paper on transverse joints to create a straight butt joint with the next application when the paper is removed.

Weather Conditions:

Only place slurry seal or micro-surfacing if both the pavement and air temperatures are at least 50 degrees F and rising. Do not place slurry seal or micro-surfacing if either the pavement or air temperature is below 50 degrees F and falling. The expected high temperature must be at least 65 degrees F within 24 hours after placement.

Do not place slurry seal or micro-surfacing if rain is imminent or the air temperature is expected to be below 36 degrees F within 24 hours after placement.

Payment:

Payment quantity for SLURRY SEAL will be measured by the SQUARE YARD (SY). The contract unit price paid per SQUARE YARD for "SLURRY SEAL" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and doing all work involved in constructing slurry seal, including surface cleaning, and contractor quality control according to CT Specification Sections complete in-place, as shown on the plans and as specified in these Technical Specifications or as directed by the Engineer.

82 STREET SIGNS

Remove the existing street signs shown on the plans.

Install new foundation, post and sign shown on the plans, per the detail shown on the plans.

Payment:

The unit price bid for REMOVE SIGN will be paid per EACH item completed.

The unit price bid for INSTALL SIGN will be paid per EACH item completed.

84 MARKINGS

General:

This work shall consist of application of painted pavement striping and markings including applying paint and glass beads. Equipment, mixing, surface preparation, application, and tolerances for furnishing and applying traffic striping and pavement markings shall conform to Section 84, "Markings" of the CT Specifications and these Technical Specifications.

Submittals:

Submit manufacturers cut sheet for Paint Materials.

Materials:

Paint type shall be Waterborne traffic line in accordance with Section 84 of the CT Specifications and shall be applied in two (2) coats.

Glass Beads shall be per CT Specifications Section 84.

Construction:

At least 48 hours shall elapse between application of a bituminous seal coat and permanent pavement marking. Traffic Stripes and Pavement Marking Paint shall be applied in conformance with CT Specifications Section 84.

Approximate locations of all new pavement markings shall match existing pavement marking locations. Before obliterating any traffic stripes, pavement markings, and pavement markers to be replaced at the same location, reference the stripes, markings, and markers. Include limits and transitions with control points to reestablish the new stripes, markings, and markers. Submit your references to the control points at least 5 business days before obliterating the stripes, markings, and markers.

All traffic striping and pavement markings damaged by the Contractor's operations shall be replaced in kind.

Apply Glass Beads to paint per CT Specifications Section 84.

Any markings installed by the Contractor that the Engineer has not pre-approved, and that the Engineer determines are installed improperly or in the wrong locations, shall be removed and replaced to the satisfaction of the Engineer at the Contractor's sole expense.

Payment:

The contract unit price paid per each item included in this specification section shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved, complete in place, as shown on the plans or matching existing locations, as specified in the CT Specifications and these Technical Specifications and as directed by the Engineer.

Payment quantity of NO PASSING CENTERLINE (Paint) is the length in LINEAR FEET (LF) measured along the line of the traffic stripe.

Payment quantity of PASSING ONE DIRECTION CENTERLINE (Paint) is the length in LINEAR FEET (LF) measured along the line of the traffic stripe without deductions for gaps in the broken traffic stripe.

Payment quantity of 6" PASSING CENTERLINE (Paint) is the length in LINEAR FEET (LF) measured

along the line of the traffic stripe without deductions for gaps in the broken traffic stripe.

Payment quantity of RIGHT FOG LINE (Paint) is the length in LINEAR FEET (LF) measured along the line of the traffic stripe.

Payment quantity of CROSSWALK AND YIELD LINES (Paint) includes payment for EACH group of crosswalk stripes and two lane-width yield lines as shown on the plans, and details completed.

QUALITY ASSURANCE PROGRAM (QAP)

AGENCY: County of Mono

The purpose of this program is to provide assurance that the materials incorporated into the construction projects are in conformance with the contract specifications. This program should be updated every five years or more frequent if there are changes of the testing frequencies or to the tests themselves.

Except as revised by this QAP, work shall be done in conformance with Division of Local Assistance, Office of Procedures Development and Training Quality Assurance Program (CT-QAP) Manual for Use by Local Agencies, Revised January 20, 2011 which can be found at http://www.dot.ca.gov/hq/LocalPrograms/public/QAP_Manual.pdf.

The following terms and definitions will be used:

DEFINITION OF TERMS

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

MATERIALS LABORATORY

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

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

- 1) Correlation Testing Program — The materials laboratory shall be a participant in one or more of the following testing programs:
 - a) AASHTO Materials Reference Laboratory (AMRL)
 - b) Cement and Concrete Reference Laboratory (CCRL)
 - c) Caltrans' Reference Samples Program (RSP)
- 2) Certification of Personnel — The materials laboratory shall employ personnel who are certified by one or more of the following:
 - a) Caltrans District Materials Engineer
 - b) Nationally recognized non-Caltrans organizations such as the American Concrete Institute, Asphalt, National Institute of Certification of Engineering Technologies, etc.
 - c) Other recognized organizations approved by the State of California and/or Recognized by local governments or private associations.
- 3) Laboratory and Testing Equipment — The materials laboratory shall only use laboratory and testing equipment that is in good working order. All such equipment shall be calibrated at least once each year. All testing equipment must be calibrated by impartial means using devices of accuracy traceable to the National

Institute of Standards and Technology. A decal shall be firmly affixed to each piece of equipment showing the date of the last calibration. All testing equipment calibration decals shall be checked as part of the IAP.

ACCEPTANCE TESTING (AT)

AT will be performed by a materials laboratory certified to perform the required tests. The tests results will be used to ensure that all materials incorporated into the project are in compliance with the contract specifications.

Testing methods will be in accordance with the CT Methods or a national recognized standard (i.e., AASHTO, ASTM, etc.) as specified in the contract specifications.

Sample locations and frequencies may be in accordance with the contract specifications. If not so specified in the contract specifications, samples shall be taken at the locations and frequencies as shown in Appendix D, "Acceptance Sampling and Testing Frequencies" of the CT-QAP Manual).

At the County's digression, products may be accepted beyond the annual certification requirement, where Material Mix Designs have been used with continuous positive results and where there has been and will continue to be a consistent use of the same materials.

INDEPENDENT ASSURANCE PROGRAM (IAP)

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

IAP personnel shall be certified in all required testing procedures, as part of IAP, and shall not be involved in any aspect of AT.

IAP shall be performed on every type of materials test required for the project. Proficiency tests shall be performed on Sieve Analysis, Sand Equivalent, and Cleanness Value tests. All other types of IAP shall be witness tests.

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

REPORTING ACCEPTANCE TESTING RESULTS

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

- When the aggregate is sampled at material plants, test results for Sieve Analysis, Sand Equivalent and Cleanness Value should be submitted to the Resident Engineer within 24 hours after sampling.
- When materials are sampled at the job site, test results for compaction and maximum density should be submitted to the Resident Engineer within 24 hours after sampling.
- When soils and aggregates are sampled at the job site:
 - 1) Test results for Sieve Analysis, Sand Equivalent and Cleanness Value should be submitted to the Resident Engineer within 72 hours after sampling.
 - 2) Test results for "R" Value and asphalt concrete extraction should be submitted to the Resident Engineer within 96 hours after sampling.

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

TESTING OF MANUFACTURED MATERIALS

During the Design phase of the project, the Project Engineer may submit a "Source Inspection Request" to the Agency, consultant, or Caltrans for inspection and testing of manufactured and prefabricated materials by their materials laboratory. A list of materials that can be typically accepted on the basis of certificates of compliance during construction is found in Appendix F of the CT-QAP Manual. All certificates of compliance shall conform to the requirements of the contract specifications.

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

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

PROJECT CERTIFICATION

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

RECORDS

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

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

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



APPROVED BY:

(Signature)

Garrett Higerd
(Print)

Date: July 17, 2014

(Date Signed)

C70926 Exp Jun 30, 2017
(CE# and Expiration Date)

TITLE Assistant Public Works Director
(Print)



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

REGULAR AGENDA REQUEST

Print

MEETING DATE March 16, 2021

Departments: Sheriff

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

SUBJECT Resolution in Support of AB 779 re:
Changes to Personnel Classification

AGENDA DESCRIPTION:

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

Proposed Resolution R21-___ in Support of AB 779. The Mono County Sheriff's Office is working with Assembly Member Frank Bigelow on Assembly Bill 779, which will add the Counties of Del Norte, Madera, Mono, and San Mateo to the list of counties noted in 830.1(c) of the Penal Code. Penal Code 830.1(c) authorizes peace officer status to correctional officers of specified counties while on-duty and engaged in the performance of their duties, or when performing other law enforcement duties directed by his or her employing agency during a local state of emergency.

RECOMMENDED ACTION:

Approve Board of Supervisors Resolution R21-___, in support of AB 779, further acknowledging that Mono County is requesting legislative authority to implement the changes to personnel classification.

FISCAL IMPACT:

None.

CONTACT NAME: Ingrid Braun

PHONE/EMAIL: 760-932-7549 / ibraun@monosheriff.org

SEND COPIES TO:

Sheriff Braun

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Resolution
<input type="checkbox"/> DSA Support Letter
<input type="checkbox"/> PSOA Support Letter

History

Time	Who	Approval
3/10/2021 2:30 PM	County Counsel	Yes
3/12/2021 7:16 AM	Finance	Yes
3/12/2021 12:28 PM	County Administrative Office	Yes

MONO COUNTY
SHERIFF
A Commitment to Community Safety and Service



Ingrid Braun
Sheriff-Coroner

MONO COUNTY SHERIFF'S OFFICE

Phillip West
Undersheriff

DATE: March 16, 2021
TO: The Honorable Board of Supervisors
FROM: Ingrid Braun, Sheriff-Coroner
SUBJECT: Board of Supervisors Resolution in Support of Assembly Bill 779

RECOMMENDATION:

Approve Board of Supervisors Resolution in support of Assembly Bill (AB) 779, further acknowledging that Mono County is requesting legislative authority to implement the changes to personnel classification.

BACKGROUND:

On August 20, 2019, the Board of Supervisors approved a Resolution in support of AB 524 by Assembly Member Frank Bigelow, which proposed to add the Counties of Del Norte, Mono and San Mateo to the list of 31 counties noted in Section 830.1(c) of the California Penal Code (PC). AB 524 passed through both the Assembly and Senate without a single vote in opposition and was presented to the Governor on September 23, 2019. However, on October 8, 2019, the Governor vetoed the measure, stating in part "this is a piecemeal approach that I cannot support." Unfortunately, it was not explained to the Governor before his veto that the "piecemeal approach" was intentional, as not every county desires to be included in 830.1(c) PC. It has since been clarified with the Governor's staff that this is an intentional "opt-in" process, which should remove any future opposition.

The legislation was reintroduced in 2020 as AB 2340 and again had full bipartisan support. However, the legislative session was shortened due to the pandemic, and the bill, like many others, did not get moved forward.

DISCUSSION:

The Mono County Sheriff's Office is working with Assembly Member Bigelow on AB 779, which will add the Counties of Del Norte, Madera, Mono and San Mateo to the list of counties noted in 830.1(c) PC.

830.1(c) PC authorizes peace officer status to correctional officers of specified counties while on-duty and engaged in the performance of their duties, or when performing other law enforcement duties directed by his or her employing agency during a local state of emergency. This important change would be a force multiplier and an added tool for the County. It would allow correctional officers to be armed while performing corrections-related tasks, such as

transports. It would also allow the Sheriff to deploy correctional officers during a local state of emergency, increasing available resources to assist emergency management.

AB 779 has bi-partisan support and has Democrat and Republican co-authors. The Sheriff's Office strongly supports AB 779 and believes the change in statute will allow us to better serve the residents of Mono County. The Mono County Public Safety Officers' Association and Deputy Sheriffs' Association both support AB 779 and have acknowledged the classification change would not effect any changes to existing bargaining units or contracts.

In 2019, the Senate Appropriations Committee last year expressed a concern regarding potential reimbursable mandated costs. The concern is that authorizing peace officer status to correctional officers grants all the rights and protections contained in the Public Safety Officers Procedural Bill of Rights Act, known as POBR, (Government Code § 3301 et seq.). POBR mandates result in state-reimbursable costs to local governments, which could be an unintended cost of this bill.

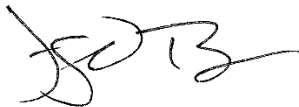
However, as a policy, the Sheriff's Office already extends the provisions of POBR to Public Safety Officers, without any expectation of reimbursement. Further, POBR mandate reimbursements have been deferred for several years. Additionally, this change in classification would be for a maximum of 20 employees. The Sheriff's Office averages one or fewer personnel complaint investigations for Jail employees each year. Even if the state ever did reimburse the County, the cost would be negligible.

Government Code 17556(a) provides that if a local agency requested legislative authority to implement a program, costs are not mandated. The Sheriff's Office has been informed by Assemblyman Bigelow's office that a Board Resolution in support of AB 779 and requesting the addition of Mono County to Penal Code 830.1(c) would assist in moving the bill forward. I respectfully request the Board of Supervisors pass a Resolution in support of AB 779, as it did in 2019 for AB 524 and in 2020 for AB 2340.

FINANCIAL IMPACT:

There is no impact to the general fund.

Respectfully submitted,



Ingrid Braun
Sheriff-Coroner

Attachment: Letters of Support from Public Safety Officers' and Deputy Sheriffs' Associations



R21-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS IN SUPPORT OF AB 2340, FURTHER
ACKNOWLEDGING THAT MONO COUNTY IS REQUESTING LEGISLATIVE
AUTHORITY TO IMPLEMENT CHANGES TO PERSONNEL CLASSIFICATION**

WHEREAS, Assembly Bill 779 will add the Counties of Del Norte, Madera, Mono, and San Mateo to the list of counties noted in 830.1(c) of the Penal Code; and

WHEREAS, Penal Code 830.1(c) authorizes peace officer status to correctional officers of specified counties while on-duty and engaged in the performance of their duties, or when performing other law enforcement duties directed by his or her employing agency during a local state of emergency; and

WHEREAS, This important policy change would be a force multiplier and an added tool for Mono County, allowing correctional officers to be armed while performing corrections-related tasks, and would also allow the Sheriff to deploy correctional officers during a local state of emergency, increasing available resources to assist emergency management; and

WHEREAS, the Mono County Sheriff's Office, the Mono County Public Safety Officers' Association, and the Mono County Deputy Sheriffs' Association are in support of Assembly Bill 779.

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

SECTION ONE: The Mono County Board of Supervisors supports Assembly Bill 779 and is requesting the addition of Mono County to Penal Code 830.1(c).

PASSED, APPROVED and ADOPTED this _____ day of _____, 2021, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Jennifer Kreitz, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

**MONO COUNTY
SHERIFF**

A Commitment to Community Safety and Service



Ingrid Braun
Sheriff-Coroner

MONO COUNTY SHERIFF'S OFFICE

Phillip West
Undersheriff

February, 24/2021

To whom it may concern:

The Mono County Deputy Sheriff's Association (MCDSA) is aware of and actively supports the addition of Mono County to the list of counties who recognize our correctional officers as "Correctional Deputies" Under Penal Code Section 830.1(c).

We understand such a change would require legislation modifying that section to include Mono County.

We also understand and agree that the new classification of Mono County Correctional deputy will continue to belong to their own bargaining entity, the Mono County Public Safety Officers Association (MCPSOA), and this designation will in no way affect any association contracts in place with the County of Mono by MCPSOA, or the MCDSA.

This change will continue to allow the Sheriff more flexibility in the staff assignments within the correctional operations of the Mono County Sheriff's Office.

Thank you.

Art Torres
President, MCDSA
atorres@monosheriff.org

Ricci Reigle
Vice President, MCDSA
reigle@monosheriff.org

Art Torres
2-24-2021

Ricci Reigle
2/24/21

MONO COUNTY
SHERIFF

A Commitment to Community Safety and Service



Ingrid Braun
Sheriff-Coroner

MONO COUNTY SHERIFF'S OFFICE

Phillip West
Undersheriff

February 25th, 2021

To Whom It May Concern,

The Mono County Public Safety Officers Association (MCPSOA) actively supports the addition of Mono County to the list of counties who recognize our correctional officers as Correctional Deputies under Penal Code section 830.1(c).

We understand such a change would require legislation modifying that section to include Mono County.

We also understand and agree that the new classification of Mono County Correctional Deputy will continue to belong to our own bargaining entity the MCPSOA, and this designation will in no way affect any association contract currently in place with the County of Mono by the MCPSOA or the Mono County Deputy Sheriff's Association (MCDSA).

This change will continue to allow the Sheriff more flexibility in the staff assignments within the operations of the Mono County Sheriff's Office.

Thank you,

A handwritten signature in black ink, appearing to read 'Nick Way', with a long horizontal flourish extending to the right.

Nick Way
President, MCPSOA
nway@monosheriff.org



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE March 16, 2021

TIME REQUIRED

SUBJECT

Letter from June Lake Citizens
Advisory Committee (CAC) re:
Request for Support of Project to
Install an Electric Vehicle Charging
Station at Gull Lake Park

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

A letter from the June Lake Citizens Advisory Committee requesting support from the Board of Supervisors for the project to install an electric vehicle charging station at Gull Lake Park.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Bob Marks, June Lake CAC Secretary

PHONE/EMAIL: 760-914-2514 / rmarks1949@icloud.com

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Letter

History

Time	Who	Approval
3/10/2021 8:49 AM	County Counsel	Yes
3/12/2021 7:23 AM	Finance	Yes
3/12/2021 12:29 PM	County Administrative Office	Yes

Julie Brown, Chair
June Lake Citizens Advisory Committee
June Lake, CA

March 4, 2021

Mono County Board of Supervisors
c/o Clerk of the Board
Shannon Kendall
PO Box 715
Bridgeport, CA. 93517

Dear Supervisors,

As Chair of the June Lake Citizens Advisory Committee (CAC), I am writing to express the support of the CAC for the project to install an EV (electric vehicle) charging station at Gull Lake Park. I am also requesting that the project be placed on the agenda for either your March 9 or 16 meeting; this letter can serve as documentation for that agenda item.

There is no EV charger in June Lake at this time. Although EVs currently are a small percentage of all light vehicles on the road, the number will begin increasing rapidly. Not only has the State of California adopted a 2035 target to end internal combustion vehicle sales in California, General Motors too has set 2035 as the date for its transition to fully electric vehicle production and sales. Moreover, the Mono County Regional Transportation Plan has identified developing and implementing an electrical vehicle charging plan as objectives (Objectives 4.D.4 and 4.D.5). Our June Lake project will serve both an immediate need to support visitors with EVs who want to visit or stay in June Lake. But it will also “prime the pump” in getting additional visitors to June Lake, and show to the local community that EV chargers are both viable and needed in the long term.

This project has been in process for several months, and is now to the point where it can be implemented. A member of the CAC, Bob Marks, came to the CAC in December to propose the idea. There was enthusiastic support for him to proceed, and the CAC established an “EV Charging Station Subcommittee;” the CAC has been informed and consulted about the project since then. CAC member Sarah Holston joined the subcommittee upon its creation, and CAC member Dave Rosky too has been involved. The project team has been in touch with our neighbors in Lee Vining to see how they got an EV charger installed at Hess Park; they have talked with the June Lake Loop Chamber of Commerce, which expressed support (and several business owners said they would begin looking into installing chargers); they have had numerous conversations with Supervisor Bob Gardner; and they have begun arranging a fiscal agent for the project. Most importantly they have been in regular contact with Joe Blanchard, Mono County Director of Facilities. Working with Mr. Blanchard, the team has narrowed the list of potential locations to Gull Lake Park, and within the park to a site near the public restrooms, and have developed an implementation plan.

The project now is conceptualized in two phases: Phase 1 will install an EV charger near the public restrooms and be hooked up to the existing electrical service at the restrooms; hopefully this phase will be completed this summer, as detailed below. Phase 2 will start by examining the feasibility of installing solar panels on the roof of the restrooms to power both the EV charger and the restroom heaters (the latter of which the County is now funding). That project may take 1-3 additional years to plan and implement. At this time, we are asking for your support for Phase 1 only.

The Gull Lake project follows in the path of the project at Hess Park (they truly are “pioneers!”), with one notable difference (discussed below). And like the Hess Park project, the support and investment needed from Mono County will be minimal but essential.

Phase 1 of the project is to install a public-access Electric Vehicle Charging Station (EVCS) in Gull Lake Park near the public restrooms. This will be a Level 2 EVCS that requires two 240 volt lines run on a 40 Amp circuit. This will meet the need of most EV and hybrid plug-in vehicles. The specific unit (as used in Lee Vining) is a ClipperCreek HCS-D40R “ruggedized” 32 Amp Dual Charging Station. The electricity would be provided free to the user, and initially paid for by donations, and then provided by solar panels installed on the restroom roof.

How will this project be financed?

On behalf of the project, Bob Marks has secured a donation from Adopt A Charger for the charging station (MSRP of \$2377), plus a cash contribution of \$1500 to cover the estimated cost of electricity used by the charger for three years. A Sense Energy Monitor (\$300) will monitor the actual electrical usage; a donor for that has been identified. Should additional funding for the electricity be needed before the solar array is installed, the project team will seek sponsorships from local businesses and civic organizations. As was the case with the Hess Park project, the county will do the electrical hook up, the siting and installation of the charger plus needed curbs and/or bollards, and the planning, striping, and signing of the area for parking. Raising funds for all other incidental expenses (e.g. for the signage explaining the use and funding of the project) will be the responsibility of the project team. An MOU with the county will specify these responsibilities and obligations.

One additional difference between this project and the one at Hess Park is that there likely will be a need for an enclosure of some kind that will protect the charger from the elements, in particular snow. Of the various models being considered, a promising one is installed in Gunnison Colorado (which has similar snow conditions as ours). The design and construction of this enclosure (which likely will cost \$1500 or so) will be covered by donations of time, money, and materials.

Finally, the project team will need to work out an MOU with county legal staff, likely on the model proposed for the Hess Park project.

On behalf of the June Lake CAC, I thank you for your time and consideration, and look forward to your support for this project.

Sincerely,



Julie Brown
Chair, June Lake Citizens Advisory Committee



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

REGULAR AGENDA REQUEST

Print

MEETING DATE March 16, 2021

TIME REQUIRED

SUBJECT

Notice of Preparation and CEQA
Scoping Meeting – Waste Discharge
Requirements for Nonpoint Source
Discharges on Federal Lands within
the Lahontan Regional Water Quality
Control Board Region

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Notice from the Lahontan Regional Water Quality Control Board regarding conducting a California Environmental Quality Act (CEQA) scoping meeting to receive input from interested persons on the scope and content of the Environmental Impact Report that will be prepared for the proposed project: Waste Discharge Requirements for Nonpoint Source Discharges Related to Certain Activities Conducted by the Bureau of Land Management and the United States Forest Service on Federal Lands (Federal NPS Permit).

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Queenie Barnard

PHONE/EMAIL: 7609325534 / qbarnard@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Letter

History

Time	Who	Approval
3/10/2021 8:50 AM	County Counsel	Yes
3/12/2021 7:27 AM	Finance	Yes
3/12/2021 12:29 PM	County Administrative Office	Yes

From: Wilson, Angela@Waterboards <Angela.Wilson@waterboards.ca.gov>

Sent: Monday, March 8, 2021 5:16 PM

To: reg5_federal_nps@swrcb18.waterboards.ca.gov

Subject: Notice of Preparation and CEQA Scoping Meeting – Waste Discharge Requirements for Nonpoint Source Discharges on Federal Lands within the Lahontan Regional Water Quality Control Board Region

[EXTERNAL EMAIL]

Notice of Preparation and CEQA Scoping Meeting – Waste Discharge Requirements for Nonpoint Source Discharges on Federal Lands within the Lahontan Regional Water Quality Control Board Region

**Tuesday, April 7, 2021
2:00-3:30 pm PST**

Remote Participation Only via [Zoom](#)

Lahontan Regional Water Quality Control Board staff will conduct a California Environmental Quality Act (CEQA) scoping meeting to receive input from interested persons on the scope and content of the Environmental Impact Report that will be prepared for the proposed project: Waste Discharge Requirements for Nonpoint Source Discharges Related to Certain Activities Conducted by the Bureau of Land Management and the United States Forest Service on Federal Lands (Federal NPS Permit).

Format: The meeting will be held via the Zoom online platform and will include a presentation of the proposed Federal NPS Permit concepts and a public comment period. Agencies and the public will have the opportunity to provide oral comments during the meeting.

Comment Period: Written comments can be submitted any time during the **45-day public comment period, from March 8, 2021 through April 22, 2021**. Written comments can be submitted electronically to: WB-RB5R-Fed.NPS.permit@waterboard.ca.gov.

Please include “Comment Letter – Proposed Federal NPS Permit” in the subject line when submitting comments. Written comments can also be mailed to: Lahontan Regional Water Quality Control Board, Attention: Adam Henriques, 2501 Lake Tahoe Boulevard South Lake Tahoe, CA 96150.

How to Participate: The meeting will be held via the Zoom online platform. We encourage agencies and the public to provide comments during this meeting.

- To participate in this meeting via Zoom, click on <https://waterboards.zoom.us/j/99178506365>
Meeting ID: 991 7850 6365

- To participate by phone, call-in: +1 669 900 9128 enter **Meeting ID:** 991 7850 6365 when prompted

Language Services: Language interpretation services are available upon request by calling Marina Perez at (916) 322-4265 by March 29, 2021.

If you would like more information about this project and meeting in Spanish, please reference the Lahontan Water Board Website at:

https://www.waterboards.ca.gov/lahontan/water_issues/programs/nps/federal_lands/

Si desea más información en español sobre este proyecto y sobre la reunión, vea el Sitio Web de la Junta de Agua de

Lahontan en: https://www.waterboards.ca.gov/lahontan/water_issues/programs/nps/federal_lands/

For More Information: Additional meeting details and information regarding this project are available in the attached *Notice of Preparation* and at [Lahontan Water Board Website](#) at: https://www.waterboards.ca.gov/lahontan/water_issues/programs/nps/federal_lands/.

For additional information, please contact Ben Letton at Ben.letton@waterboards.ca.gov

Lahontan Regional Water Quality Control Board

NOTICE OF PREPARATION AND CALIFORNIA ENVIRONMENTAL QUALITY ACT SCOPING MEETING

**WASTE DISCHARGE REQUIREMENTS FOR NONPOINT SOURCE DISCHARGES
RELATED TO CERTAIN ACTIVITIES CONDUCTED BY THE BUREAU OF LAND
MANAGEMENT AND UNITED STATES FOREST SERVICE ON FEDERAL LANDS**

SCOPING MEETING

NOTICE IS HEREBY GIVEN that the Lahontan Regional Water Quality Control Board (Lahontan Water Board) will conduct a California Environmental Quality Act (CEQA) scoping meeting to solicit input regarding the scope and content of information to be included in the Environmental Impact Report (EIR) that will be prepared to assess the potential environmental effects of the proposed project, Waste Discharge Requirements for Nonpoint Source Discharges Related to Certain Activities Conducted by the Bureau of Land Management and United States Forest Service on Federal Lands (Federal NPS Permit). The Lahontan Water Board is the Lead Agency for the project.

The scoping meeting will consist of a presentation of the proposed Federal NPS Permit concepts and a comment period. Agencies and the public will have the opportunity to provide oral comments during the CEQA scoping meeting and/or by submitting written comments any time during the 45-day scoping period. Information about the scoping meeting is located on the [Lahontan Water Board Website](https://www.waterboards.ca.gov/lahontan/water_issues/programs/nps/federal_lands/) at:

https://www.waterboards.ca.gov/lahontan/water_issues/programs/nps/federal_lands/.

The scoping meeting will be conducted virtually, using online video and audio broadcast software, on:

Wednesday April 7, 2021, 2:00 PM to 3:30 PM

Meeting Website: <https://waterboards.zoom.us/j/99178506365>

Meeting ID: 991 7850 6365

Call-in Number:

+1 669 900 9128 US (San Jose)

Meeting ID: 991 7850 6365

Notice of Preparation and CEQA Scoping Meeting

Agencies and the public will be able to provide oral comments directly through the online platform or by calling the number listed above.

A recorded video and audio broadcast of the scoping meeting will be available on the [Lahontan Water Board Website](https://www.waterboards.ca.gov/lahontan/water_issues/programs/nps/federal_lands/) five business days after the scoping meeting at: https://www.waterboards.ca.gov/lahontan/water_issues/programs/nps/federal_lands/

ACCESSIBILITY AND INTERPRETATION SERVICES

Individuals requiring special accommodations, including language interpretation services, are requested to call (916) 322-4265 **by March 29, 2021**. Telecommunications Device for the Deaf (TDD) users may contact the California Relay Service at (800) 735-2929 or voice line at (800) 735-2922.

NOTICE OF PREPARATION

TO: State Clearinghouse, P.O. Box 3044, Sacramento, CA 95812-3044

FROM LEAD AGENCY: Lahontan Regional Water Quality Control Board
2501 Lake Tahoe Blvd
South Lake Tahoe, CA 96150

SUBJECT: LAHONTAN REGIONAL WATER QUALITY CONTROL BOARD NOTICE OF PREPARATION OF AN ENVIRONMENTAL IMPACT REPORT FOR THE PROPOSED WASTE DISCHARGE REQUIREMENTS FOR NONPOINT SOURCE DISCHARGES RELATED TO CERTAIN ACTIVITIES CONDUCTED BY THE BUREAU OF LAND MANAGEMENT AND UNITED STATES FOREST SERVICE ON FEDERAL LANDS

INTRODUCTION

The Lahontan Water Board proposes to develop the Federal NPS Permit to regulate real and threatened Nonpoint Source (NPS) discharges of waste originating from certain land management activities conducted by the Bureau of Land Management (BLM) and the United States Forest Service (USFS) on federal lands. Pursuant to CEQA, the Lahontan Water Board will be the Lead Agency and will prepare an EIR for the proposed Federal NPS Permit. The Lahontan Water Board is developing the EIR in coordination with the Central Valley Water Board, which will also prepare an EIR for the adoption of similar Waste Discharge Requirements.

PROJECT DESCRIPTION

The Federal NPS Permit involves the proposed development of Waste Discharge Requirements (WDR) for discharges and threatened discharges of NPS pollution from certain activities conducted by the BLM and the USFS on federal lands. The purpose of

Notice of Preparation and CEQA Scoping Meeting

the proposed Federal NPS Permit is to ensure the maintenance, protection, and restoration of the quality and beneficial uses of water on federally managed lands and to facilitate federal agency compliance with water quality requirements. The Lahontan Water Board will consider the inclusion of a Clean Water Act Section 401 Water Quality Certification in conjunction with the Waste Discharge Requirements in effort to provide comprehensive Water Board coverage for those activities proposed for regulation under the Federal NPS Permit.

The Federal NPS Permit proposes to require the BLM and USFS to implement federal agency guidance and Best Management Practices; identify and prioritize treatment of sediment discharge sites; comply with general and category-specific permit conditions; and to comply with a water quality performance framework. The Federal NPS Permit proposes to regulate discharges from certain activities conducted by, or on behalf, of the USFS and BLM and does not propose to regulate discharges from activities conducted by third parties on USFS or BLM land through special use authorizations, or other similar agreements.

The Federal NPS Permit and environmental analysis conducted pursuant to CEQA will not supersede existing federal requirements, including, but not limited to, the National Environmental Policy Act or the National Historic Preservation Act.

Five land management activity types are proposed for regulation under the Federal NPS Permit. Potential NPS pollution associated with the five management activity types include the discharge of sediment, nutrients, bacteria, and chemicals to watercourses. A description of the land management activities proposed for regulation under the Federal NPS Permit are as follows:

1. **Vegetation Management:** The BLM and USFS manage vegetation on federal lands to improve forest health, reduce fuel loading, and to commercially harvest timber. The Federal NPS Permit proposes to regulate potential waste discharges from such vegetation management activities. These activities may include ground-based equipment operation and the use of roads, skid trails, landings, and cable yarding corridors. The Federal NPS Permit also proposes to regulate certain applications of pesticides used to minimize and control competing vegetation, noxious and invasive plants, or other pests.
2. **Transportation Management:** The BLM and USFS manage extensive road and trail networks serving multiple uses across federal lands. The Federal NPS Permit proposes to regulate potential waste discharges, primarily in the form of sediment, from transportation management activities. The activities may include road construction, maintenance, reconstruction, and decommissioning.
3. **Recreation Facilities Management:** The BLM and USFS manage a diverse system of recreation facilities for a variety of user groups across federal lands. The Federal NPS Permit proposes to regulate potential waste discharges from certain recreation facility management activities. These activities may include the

Notice of Preparation and CEQA Scoping Meeting

construction, maintenance, reconstruction, and decommissioning of campgrounds, trail heads and staging areas, high use recreation sites, and recreation event locations.

4. **Fire Management and Recovery:** The BLM and USFS undertake various land management actions in response to active and controlled fires. The Federal NPS Permit proposes to regulate potential waste discharges from certain post-fire management activities conducted as part of fire suppression, repair, emergency post-fire recovery, and long-term post-fire recovery. These activities may include erosion control, timber salvage, hazard tree removal, revegetation, and pesticide application.
5. **Restoration Activities:** The BLM and USFS implement projects to improve habitat, prevent degradation, and reduce long-term erosion and sedimentation. The Federal NPS Permit proposes to regulate potential waste discharges, primarily in the form of sediment and earthen material, from certain restoration activities. Restoration activities may include watercourse crossing improvement, channel and bank stabilization, stream channel and floodplain habitat enhancement, and meadow restoration.

The Lahontan Water Board is developing the proposed Federal NPS Permit in coordination with the Central Valley Water Board with the goal of adopting similar but separate permits for each Water Board region. The coordinated approach is intended to maximize consistency and facilitate implementation across Water Board regional boundaries.

PROJECT LOCATION

The project area is shown in Figure 1 as the federal land management areas within the Lahontan Water Board Regional Boundary. Lands managed by the USFS and BLM in the Lahontan Water Board region include parts of Modoc, Lassen, Sierra, Nevada, Placer, El Dorado, Alpine, Mono, Inyo, Kern, San Bernardino, and Los Angeles counties.

USFS management areas wholly or partially within the Lahontan Water Board region include the Modoc, Lassen, Plumas, Tahoe, El Dorado, Inyo, Sequoia, Angeles, San Bernardino, Humboldt-Toiyabe, and the Lake Tahoe Basin Management Unit.

BLM Field Office management areas wholly or partially within the Lahontan Water Board region include Applegate, Eagle Lake, Mother Lode, Bakersfield, Bishop, Ridgecrest, Barstow, Needles, and Palm Springs.

POTENTIAL ENVIRONMENTAL EFFECTS

The EIR will analyze the following potential environmental effects of the proposed Federal NPS Permit:

- Aesthetics
- Agriculture / Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Energy
- Geology/Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology/Water Quality
- Land Use / Planning
- Mineral Resources
- Noise
- Population / Housing
- Public Services
- Recreation
- Transportation
- Tribal Cultural Resources
- Utilities / Service Systems
- Wildfire

PROJECT ALTERNATIVES

A reasonable range of potentially feasible project alternatives, in addition to the no project alternative, will be developed and evaluated in the EIR. The Lahontan Water Board will consider comments of responsible and trustee agencies and the public provided during the scoping period in the development of project alternatives.

COMMENT PERIOD

The Lahontan Water Board will accept comments regarding the proposed content and scope of the EIR. This NOP will be circulated for a 45-day review period beginning **March 8, 2021 and ending April 22, 2021**. Comments can be provided during the online scoping meeting or directly to the Lahontan Water Board *no later than 12:00 p.m. on April 22, 2021*.

Written comments may be submitted electronically to the Federal Nonpoint Source Project inbox at WB-RB5R-Fed.NPS.permit@waterboards.ca.gov. Please include "Comment letter – Proposed Federal NPS Permit" in the subject line of comments sent electronically.

Written comments sent by mail must be addressed to:

Lahontan Regional Water Quality Control Board
Attention: Adam Henriques
2501 Lake Tahoe Boulevard
South Lake Tahoe, CA 96150

All comments will become part of the official administrative record and may be made available for public review.

FUTURE NOTICES

Any change in the date or time of the scoping meeting will be publicly noticed on the Lahontan Water Board website and through Lyris email list. Any persons desiring to receive future notices concerning the proposed Federal NPS Permit must sign up for the Lyris email list. Please note, the Lahontan Water Board will provide future notification through a Lyris email list and website shared with the Central Valley Water Board.

To sign up for the Federal NPS Permit Lyris email list, access the email subscription Form at the web address listed below, check the box for “Federal NPS Activities – Central Valley Water Board.”

https://www.waterboards.ca.gov/resources/email_subscriptions/reg5_subscribe.html

CONTACT INFORMATION

Please direct questions about the Federal NPS Permit or this notice to ben.letton@waterboards.ca.gov.

A handwritten signature in black ink, appearing to read "Michael R. Plaziak". The signature is fluid and cursive, with a horizontal line at the end.

MICHAEL R. PLAZIAK
EXECUTIVE OFFICER

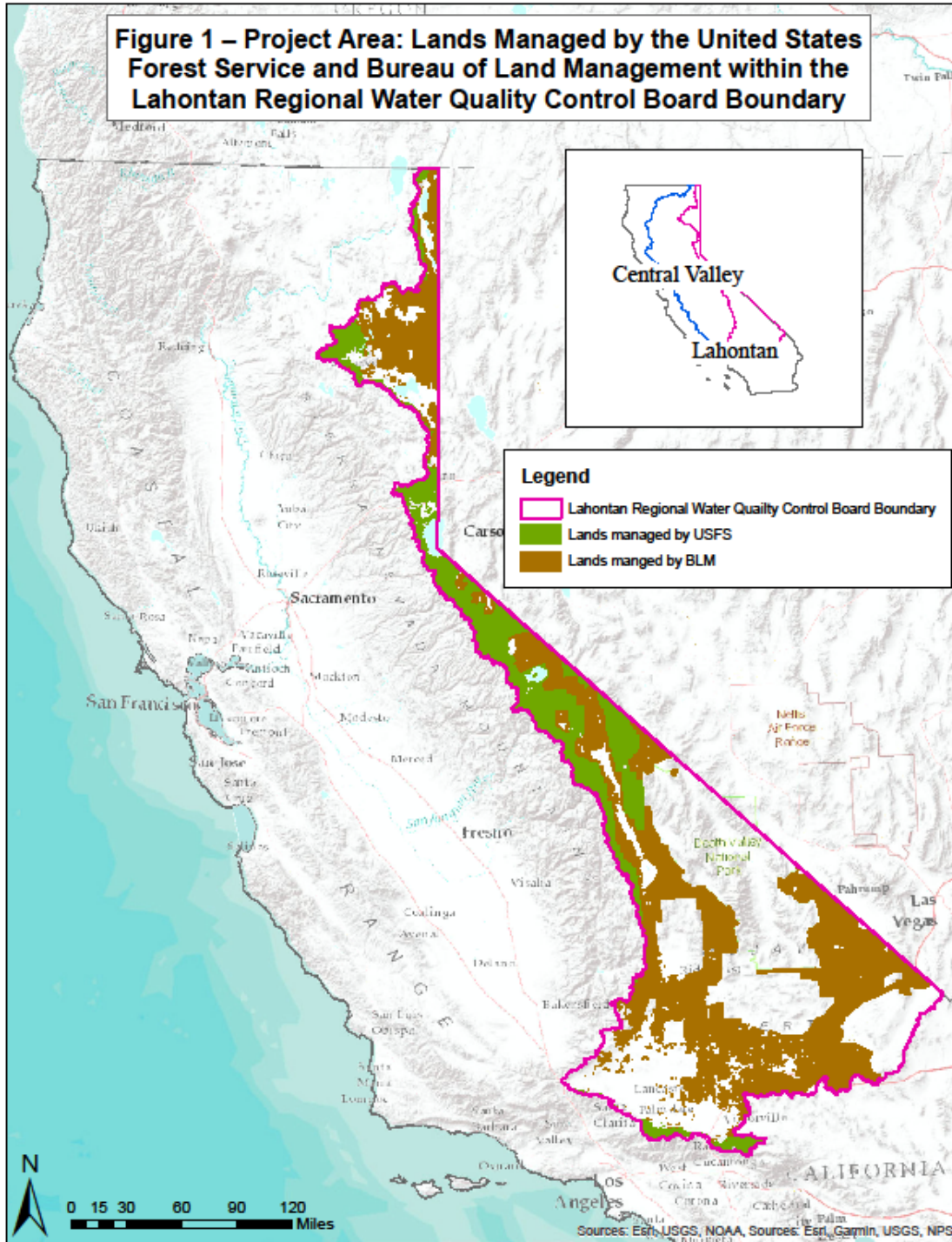


Figure 1. Lands Managed by the United States Forest Service and Bureau of Land Management within the Lahontan Regional Water Quality Control Board Boundary



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

REGULAR AGENDA REQUEST

Print

MEETING DATE March 16, 2021

TIME REQUIRED

SUBJECT

Los Angeles Department of Water and Power (LADWP) Temporary Urgency Change Petition to Deviate from the Stream Restoration Flow Requirements

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

The Los Angeles Department of Water and Power (LADWP) requests that the State Water Resources Control Board (SWRCB) approve the Temporary Urgency Change Petition (TUCP), pursuant to Water Code Section No. 1435, to temporarily deviate from the Stream Restoration Flow requirements as outlined in the SWRCB Order 98-05. Upon approval of the TUCP, flows will be scheduled in Rush, Lee Vining, Walker, and Parker Creeks in accordance with the enclosed "MONO BASIN OPERATIONS PLAN UNDER THE APRIL 2021 TUCP".

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Queenie Barnard

PHONE/EMAIL: 7609325534 / qbarnard@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Letter

History

Time	Who	Approval
3/10/2021 8:51 AM	County Counsel	Yes
3/12/2021 7:27 AM	Finance	Yes
3/12/2021 12:29 PM	County Administrative Office	Yes

Mono County Board of Supervisors
c/o Clerk of the Board



Los Angeles
Department of
Water & Power

CUSTOMERS FIRST

Eric Garcetti, Mayor

Board of Commissioners
Cynthia McClain-Hill, President
Susana Reyes, Vice President
Jill Banks Barad
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Nicole Neeman Brady
Susan A. Rodriguez, Secretary

Martin L. Adams, General Manager and Chief Engineer

February 24, 2021

RECEIVED

MAR 03 2021

Mr. Erik Ekdahl
Deputy Director
Division of Water Rights
State Water Resources Control Board
1001 I Street, 14th Floor
Sacramento, California 95814

OFFICE OF THE CLERK

Dear Mr. Ekdahl:

Subject: Temporary Urgency Change Petition to Deviate from the Stream Restoration Flow Requirements

The Los Angeles Department of Water and Power (LADWP) requests that the State Water Resources Control Board (SWRCB) approve this Temporary Urgency Change Petition (TUCP), pursuant to Water Code Section No. 1435, to temporarily deviate from the Stream Restoration Flow requirements as outlined in the SWRCB Order 98-05.

Upon approval of the TUCP, flows will be scheduled in Rush, Lee Vining, Walker, and Parker Creeks in accordance with the enclosed "MONO BASIN OPERATIONS PLAN UNDER THE APRIL 2021 TUCP" (OP). The OP was sent to, and discussed in a conference call on February 16, 2021, with representatives from the California Department of Fish and Wildlife; the Mono Lake Committee; CalTROUT; and stream scientists, Dr. Bill Trush and Mr. Ross Taylor, for comments. There is consensus to support the OP as enclosed.

The above flows are the Stream Ecosystem Flows (SEFs) recommended by the SWRCB-appointed stream scientist in the 2010 Synthesis of Instream Flow Recommendations to the SWRCB and LADWP. With the approval of this TUCP, two-and-a-half years of testing the implementation of the SEFs will conclude on September 28, 2021. The above requested action is exempt from the California Environmental Quality Act pursuant to Public Resources Code Section No. 15306.

Mr. Erik Ekdahl
Page 2
February 24, 2021

LADWP appreciates your attention to this request. Checks for the application fees are also enclosed. If you have any questions or concerns, please contact Dr. Paul C. Pau, Environmental Engineering Associate, at (213) 367-1187.

Sincerely,

A handwritten signature in black ink, appearing to read 'AP', with a long horizontal flourish extending to the right.

Adam Perez
Manager of Aqueduct

PCP:mt
Enclosures
c/enc: Mono Basin Distribution List
Dr. Paul C. Pau

**Mono Basin TUCP Distribution List
State Water Board and Interested Parties
February 2021**

<p>Mr. Erik Ekdahl Division of Water Rights State Water Resources Control Board 1001 I St., 14th Floor Sacramento, CA 95814 erik.ekdahl@waterboards.ca.gov</p>	<p>Ms. Jule Rizzardo Division of Water Rights State Water Resources Control Board 1001 I St., 14th Floor Sacramento, CA 95814 jule.rizzardo@waterboards.ca.gov</p>
<p>Mr. Sam Boland-Brien Division of Water Rights State Water Resources Control Board 1001 I St., 14th Floor Sacramento, CA 95814 samuel.boland-brien@waterboards.ca.gov</p>	<p>Mr. Scott McFarland Division of Water Rights State Water Resources Control Board 1001 I St., 14th Floor Sacramento, CA 95814 scott.mcfarland@waterboards.ca.gov</p>
<p>Mr. Greg Brown Division of Water Rights State Water Resources Control Board 1001 I St., 14th Floor Sacramento, CA 95814 greg.brown@waterboards.ca.gov</p>	<p>Mr. Steve Marquez Division of Water Rights State Water Resources Control Board 1001 I St., 14th Floor Sacramento, CA 95814 steve.marquez@waterboards.ca.gov</p>
<p>Dr. William Trush Humboldt State University River Institute c/o Dept. of Environmental Science & Mgmt. 1 Harpst St. Arcata, CA 95521-8299 bill.trush@gmail.com</p>	<p>Mr. Ross Taylor Ross Taylor and Associates 1254 Quail Run Ct. McKinleyville, CA 95519 rossntaylor@sbcglobal.net</p>
<p>Mr. Martin Adams Los Angeles Department of Water and Power 111 N. Hope St. Los Angeles, CA 90012 martin.adams@ladwp.com</p>	<p>Mr. Richard Harasick Los Angeles Department of Water and Power 111 N. Hope St. Los Angeles, CA 90012 richard.harasick @ladwp.com</p>
<p>Mr. Anselmo Collins Los Angeles Department of Water and Power 111 N. Hope St. Los Angeles, CA 90012 anselmo.collins@ladwp.com</p>	<p>Mr. Adam Perez Los Angeles Department of Water and Power 300 Mandich St. Bishop, CA 93514 adam.perez@ladwp.com</p>
<p>Dr. Saeed Jorat Los Angeles Department of Water and Power 111 N. Hope St. Los Angeles, CA 90012 saeed.jorat@ladwp.com</p>	<p>Mr. Eric Tillemans Los Angeles Department of Water and Power 300 Mandich St. Bishop, CA 93514 eric.tillemans@ladwp.com</p>
<p>Dr. Paul Pau Los Angeles Department of Water and Power 111 N. Hope St. Los Angeles, CA 90012 paul.pau@ladwp.com</p>	<p>Ms. Jennifer Czekalla Los Angeles Department of Water and Power 111 N. Hope St. Los Angeles, CA 90012 jennifer.czekalla@ladwp.com</p>

<p>Ms. Alyssa Marquez Department of Fish and Wildlife 787 N. Main St., Suite 220 Bishop, CA 93514 alyssa.marquez@wildlife.ca.gov</p>	<p>Mr. Robert Hughes Department of Fish and Wildlife 787 N. Main St., Suite 220 Bishop, CA 93514 robert.hughes@wildlife.ca.gov</p>
<p>Mr. Geoffrey McQuilkin Mono Lake Committee P.O. Box 29 Lee Vining, CA 93541 geoff@monolake.org</p>	<p>Mr. Bartshe Miller Mono Lake Committee P.O. Box 29 Lee Vining, CA 93541 bartshe@monolake.org</p>
<p>Mr. Greg Reis Mono Lake Committee P.O. Box 29 Lee Vining, CA 93541 greg@monolake.org</p>	<p>Mr. Doug Smith Grant Lake Marina P.O. Box 21 June Lake, CA 93529 doug.smith@rossignol.com</p>
<p>Ms. Sandra Jacobson California Trout Inc. 5425 Oberlin Dr., Suite 209 San Diego, California 92121 sjacobson@caltrout.org</p>	<p>Ms. Stacey Simon Mono County Counsel P.O. Box 2415 Mammoth Lakes, CA 93546 ssimon@mono.ca.gov</p>
<p>Mr. Matt Green California State Parks P.O. Box 266 Tahoma, CA 96142 matt.green@parks.ca.gov</p>	<p>Mr. Dan Shaw California State Parks P.O. Box 266 Tahoma, CA 96142 daniel.shaw@parks.ca.gov</p>
<p>Mr. Gordon Martin Inyo National Forest Mammoth-Mono District Ranger PO Box 148 Mammoth Lakes, CA 93546 gmartin@fs.fed.us</p>	<p>Ms. Sheila Irons Inyo National Forest Mammoth-Mono District PO Box 148 Mammoth Lakes, CA 93546 siron@fs.fed.us</p>
<p>Mono County Board of Supervisors c/o Clerk of the Board P.O. Box 715 Bridgeport, CA 93517 skendall@mono.ca.gov</p>	

**Mono Basin TUCP Distribution List
State Water Board and Parties
Attorneys**

<p>Mr. David Rose Office of Chief Counsel State Water Resources Control Board 1001 I St., 22nd Floor Sacramento, CA 95814 david.rose@waterboards.ca.gov</p>	<p>Ms. Nancee Murray Office of General Counsel California Department of Fish and Wildlife 1416 9th St. Sacramento, CA 95814 nancee.murray@wildlife.ca.gov</p>
<p>Mr. David Edwards Deputy City Attorney Los Angeles Department of Water and Power 111 N. Hope St., Rm 341 Los Angeles, CA 90012 david.edwards@ladwp.com</p>	<p>Ms. Winter King Attorneys for Mono Lake Committee Shute, Mihaly & Weinberger LLP 396 Hayes St. San Francisco, CA 94102 king@smwlaw.com</p>
<p>Mr. Richard Roos-Collins Attorneys for California Trout Water and Power Law Group PC 2140 Shattuck Ave., Ste. 801 Berkeley, CA 94704 rrcollins@waterpowerlaw.com</p>	

MONO BASIN OPERATIONS PLAN UNDER THE APRIL 2021 TUCP

INTRODUCTION

This is the Operations Plan (OP) for the Los Angeles Department of Water and Power's (LADWP's) Temporary Urgency Change Petition (April 2021 TUCP). The TUCP covers a 180-day period, starting on April 1, 2021 and ending on September 28, 2021.

The OP starting April 1, 2021, for the 180-day period, is presented herein below.

MONO BASIN OPERATIONS PLAN UNDER THE APRIL 2021 TUCP

Forecast for RY2021-22

The Mono Basin's April 1st forecast for RY2021-22 is not yet available. However, snow falls to date put RY2021-22 as a "Normal" or "Dry/Normal II" or "Dry/Normal I" or "DRY" year type. This operations plan covers all the above year types in accordance with the Draft Amended License for the 180-days starting April 1, 2021.

Rush Creek

Normal - Rush Creek Stream Ecosystem Flows (SEFs) will follow Table 1D of the Draft Amended License for the April 1 – September 28 period (Attachment A).

Dry/Normal II - Rush Creek Stream Ecosystem Flows (SEFs) will follow Table 1E of the Draft Amended License for the April 1 – September 28 period (Attachment A).

Dry/Normal I - Rush Creek Stream Ecosystem Flows (SEFs) will follow Table 1F of the Draft Amended License for the April 1 – September 28 period (Attachment A).

DRY - Rush Creek Stream Ecosystem Flows (SEFs) will follow Table 1G of the Draft Amended License for the April 1 – September 28 period (Attachment A).

Lee Vining Creek

Normal - Lee Vining SEFs will follow Table 2A of the Draft Amended License for the April 1 – September 28 period (Attachment A).

Dry/Normal II - Lee Vining SEFs will follow Table 2A of the Draft Amended License for the April 1 – September 28 period (Attachment A).

Dry/Normal I - Lee Vining SEFs will follow Table 2B of the Draft Amended License for the April 1 – September 28 period (Attachment A).

DRY - Lee Vining SEFs will follow Table 2B of the Draft Amended License for the April 1 – September 28 period (Attachment A).

MONO BASIN OPERATIONS PLAN UNDER THE APRIL 2021 TUCP

An exception to the flows above will be made in September during fish monitoring activities where flows in Rush Creek and Lee Vining Creek will be set to around 25 cfs for up to two weeks in order to ensure the safety of the stream scientists and LADWP biologists performing the fish monitoring activities. The exact dates for the fish monitoring activities will be determined later in the year.

As mentioned in LADWP's Feasibility Report to the Synthesis Report and in the Petition for Temporary Urgency Change Application sent to the SWRCB in 2010, implementing Table 2A or 2B flows for Lee Vining Creek presents challenges for LADWP with current infrastructure as the current infrastructure does not function accurately when setting a constant diversion flow while Lee Vining Creek flow fluctuates.

In addition, in recent years Lee Vining Creek flow has fluctuated drastically on a day-to-day basis due to Southern California Edison operations upstream of the Lee Vining Creek Intake. This adds further concern to LADWP's ability to accurately implement flows as outlined in Table 2A or 2B.

LADWP will be implementing Table 2A or 2B flows to the extent that the current infrastructure allows, but also will be conservative in operations so ensure flows in Lee Vining Creek do not drop below the minimum specified flows as outlined in Table 2A or 2B. The conservative operations will most likely result in less water being diverted from Lee Vining Creek than allowed by Table 2A or 2B.

Parker and Walker Creeks

All flows will be continuously bypassed per Provision 11c of the Draft Amended License.

Grant Lake Reservoir Management

Provisions 11(b)(2)i and 11(b)(2)ii of the Draft Amended License will be followed. These provisions set a minimum Reservoir storage between July 1 and September 30 and provides for bypass of diverted water from Lee Vining Creek into Rush Creek under certain specific conditions.

Planned Exports for RY 2021-22

LADWP will export 16,000 AF for RY2021-22. The plan is to export at a constant rate of 40 cfs and make adjustment(s) as necessary to export the 16,000 AF before March 31, 2022. Export start date is to be determined.

Communication

LADWP will communicate with Mono Basin parties (MLC, CalTrout, California Department of Fish and Wildlife), the Stream Scientists, and the State Water Resources Control Board during the TUCP's authorized period to coordinate and gain input as SEFs are implemented. Specifically, a conference call will be scheduled within a reasonable time before the end of this TUCP to discuss the operations plan for the remaining runoff year, address questions, and seek Stream Scientist input that may result from the operations plan. LADWP will also provide reasonable communication to update parties, answer questions, and address unforeseen challenges as SEFs are delivered according to the April 1 forecast for RY 2021-22.

Please indicate County where your project is located here:

Mono

MAIL FORM AND ATTACHMENTS TO:
State Water Resources Control Board
DIVISION OF WATER RIGHTS
P.O. Box 2000, Sacramento, CA 95812-2000
Tel: (916) 341-5300 Fax: (916) 341-5400
http://www.waterboards.ca.gov/waterrights

PETITION FOR CHANGE

Separate petitions are required for each water right. Mark all areas that apply to your proposed change(s). Incomplete forms may not be accepted. Location and area information must be provided on maps in accordance with established requirements. (Cal. Code Regs., tit. 23, § 715 et seq.) Provide attachments if necessary.

- Point of Diversion, Point of Rediversion, Place of Use, Purpose of Use, Distribution of Storage, Temporary Urgency, Instream Flow Dedication, Waste Water, Split, Terms or Conditions, Other, Application, Permit, License, Statement

I (we) hereby petition for change(s) noted above and described as follows:

Point of Diversion or Rediversion - Provide source name and identify points using both Public Land Survey System descriptions to 1/4-1/4 level and California Coordinate System (NAD 83).

Present: Not Applicable
Proposed: Not Applicable

Place of Use - Identify area using Public Land Survey System descriptions to 1/4-1/4 level; for irrigation, list number of acres irrigated.

Present: Not Applicable
Proposed: Not Applicable

Purpose of Use

Present: Not Applicable
Proposed: Not Applicable

Split

Provide the names, addresses, and phone numbers for all proposed water right holders.

Not Applicable

In addition, provide a separate sheet with a table describing how the water right will be split between the water right holders: for each party list amount by direct diversion and/or storage, season of diversion, maximum annual amount, maximum diversion to offstream storage, point(s) of diversion, place(s) of use, and purpose(s) of use. Maps showing the point(s) of diversion and place of use for each party should be provided.

Distribution of Storage

Present: Not Applicable
Proposed: Not Applicable

Temporary Urgency

This temporary urgency change will be effective from to

Include an attachment that describes the urgent need that is the basis of the temporary urgency change and whether the change will result in injury to any lawful user of water or have unreasonable effects on fish, wildlife or instream uses.

Instream Flow Dedication – Provide source name and identify points using both Public Land Survey System descriptions to ¼-¼ level and California Coordinate System (NAD 83).

Upstream Location:

Downstream Location:

List the quantities dedicated to instream flow in either: cubic feet per second or gallons per day:

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec

Will the dedicated flow be diverted for consumptive use at a downstream location? Yes No
If yes, provide the source name, location coordinates, and the quantities of flow that will be diverted from the stream.

Waste Water

If applicable, provide the reduction in amount of treated waste water discharged in cubic feet per second.

Will this change involve water provided by a water service contract which prohibits your exclusive right to this treated waste water? Yes No

Will any legal user of the treated waste water discharged be affected? Yes No

General Information – For all Petitions, provide the following information, if applicable to your proposed change(s).

Will any current Point of Diversion, Point of Storage, or Place of Use be abandoned? Yes No

I (we) have access to the proposed point of diversion or control the proposed place of use by virtue of:
 ownership lease verbal agreement written agreement

If by lease or agreement, state name and address of person(s) from whom access has been obtained.

Give name and address of any person(s) taking water from the stream between the present point of diversion or redirection and the proposed point of diversion or redirection, as well as any other person(s) known to you who may be affected by the proposed change.

All Right Holders Must Sign This Form: I (we) declare under penalty of perjury that this change does not involve an increase in the amount of the appropriation or the season of diversion, and that the above is true and correct to the best of my (our) knowledge and belief. Dated at

Right Holder or Authorized Agent Signature
Adam Perez

Right Holder or Authorized Agent Signature

NOTE: All petitions must be accompanied by:

- (1) the form Environmental Information for Petitions, including required attachments, available at: http://www.waterboards.ca.gov/waterrights/publications_forms/forms/docs/pet_info.pdf
- (2) Division of Water Rights fee, per the Water Rights Fee Schedule, available at: http://www.waterboards.ca.gov/waterrights/water_issues/programs/fees/
- (3) Department of Fish and Wildlife fee of \$850 (Pub. Resources Code, § 10005)

Please indicate County where your project is located here:

Mono

MAIL FORM AND ATTACHMENTS TO:
State Water Resources Control Board
DIVISION OF WATER RIGHTS
P.O. Box 2000, Sacramento, CA 95812-2000
Tel: (916) 341-5300 Fax: (916) 341-5400
http://www.waterboards.ca.gov/waterrights

PETITION FOR CHANGE

Separate petitions are required for each water right. Mark all areas that apply to your proposed change(s). Incomplete forms may not be accepted. Location and area information must be provided on maps in accordance with established requirements. (Cal. Code Regs., tit. 23, § 715 et seq.) Provide attachments if necessary.

- Point of Diversion, Point of Rediversion, Place of Use, Purpose of Use, Distribution of Storage, Temporary Urgency, Instream Flow Dedication, Waste Water, Split, Terms or Conditions, Other
Application 8043, Permit, License 10192, Statement

I (we) hereby petition for change(s) noted above and described as follows:

Point of Diversion or Rediversion - Provide source name and identify points using both Public Land Survey System descriptions to 1/4-1/4 level and California Coordinate System (NAD 83).

Present: Not Applicable
Proposed: Not Applicable

Place of Use - Identify area using Public Land Survey System descriptions to 1/4-1/4 level; for irrigation, list number of acres irrigated.

Present: Not Applicable
Proposed: Not Applicable

Purpose of Use

Present: Not Applicable
Proposed: Not Applicable

Split

Provide the names, addresses, and phone numbers for all proposed water right holders.

Not Applicable

In addition, provide a separate sheet with a table describing how the water right will be split between the water right holders: for each party list amount by direct diversion and/or storage, season of diversion, maximum annual amount, maximum diversion to offstream storage, point(s) of diversion, place(s) of use, and purpose(s) of use. Maps showing the point(s) of diversion and place of use for each party should be provided.

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Present: Not Applicable
Proposed: Not Applicable

Temporary Urgency

This temporary urgency change will be effective from to

Include an attachment that describes the urgent need that is the basis of the temporary urgency change and whether the change will result in injury to any lawful user of water or have unreasonable effects on fish, wildlife or instream uses.

Instream Flow Dedication – Provide source name and identify points using both Public Land Survey System descriptions to ¼-¼ level and California Coordinate System (NAD 83).

Upstream Location:

Downstream Location:

List the quantities dedicated to instream flow in either: cubic feet per second or gallons per day:

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec

Will the dedicated flow be diverted for consumptive use at a downstream location? Yes No

If yes, provide the source name, location coordinates, and the quantities of flow that will be diverted from the stream.

Waste Water

If applicable, provide the reduction in amount of treated waste water discharged in cubic feet per second.

Will this change involve water provided by a water service contract which prohibits your exclusive right to this treated waste water? Yes No

Will any legal user of the treated waste water discharged be affected? Yes No

General Information – For all Petitions, provide the following information, if applicable to your proposed change(s).

Will any current Point of Diversion, Point of Storage, or Place of Use be abandoned? Yes No

I (we) have access to the proposed point of diversion or control the proposed place of use by virtue of:
 ownership lease verbal agreement written agreement

If by lease or agreement, state name and address of person(s) from whom access has been obtained.

Give name and address of any person(s) taking water from the stream between the present point of diversion or redirection and the proposed point of diversion or redirection, as well as any other person(s) known to you who may be affected by the proposed change.

All Right Holders Must Sign This Form: I (we) declare under penalty of perjury that this change does not involve an increase in the amount of the appropriation or the season of diversion, and that the above is true and correct to the best of my (our) knowledge and belief. Dated at

Right Holder or Authorized Agent Signature
Adam Perez

Right Holder or Authorized Agent Signature

NOTE: All petitions must be accompanied by:

- (1) the form Environmental Information for Petitions, including required attachments, available at: http://www.waterboards.ca.gov/waterrights/publications_forms/forms/docs/pet_info.pdf
- (2) Division of Water Rights fee, per the Water Rights Fee Schedule, available at: http://www.waterboards.ca.gov/waterrights/water_issues/programs/fees/
- (3) Department of Fish and Wildlife fee of \$850 (Pub. Resources Code, § 10005)

ENVIRONMENTAL INFORMATION FOR PETITIONS

This form is required for all petitions.

Before the State Water Resources Control Board (State Water Board) can approve a petition, the State Water Board must consider the information contained in an environmental document prepared in compliance with the California Environmental Quality Act (CEQA). This form is not a CEQA document. If a CEQA document has not yet been prepared, a determination must be made of who is responsible for its preparation. As the petitioner, you are responsible for all costs associated with the environmental evaluation and preparation of the required CEQA documents. Please answer the following questions to the best of your ability and submit any studies that have been conducted regarding the environmental evaluation of your project. If you need more space to completely answer the questions, please number and attach additional sheets.

DESCRIPTION OF PROPOSED CHANGES OR WORK REMAINING TO BE COMPLETED

For a petition for change, provide a description of the proposed changes to your project including, but not limited to, type of construction activity, structures existing or to be built, area to be graded or excavated, increase in water diversion and use (up to the amount authorized by the permit), changes in land use, and project operational changes, including changes in how the water will be used. For a petition for extension of time, provide a description of what work has been completed and what remains to be done. Include in your description any of the above elements that will occur during the requested extension period.

See Attachment A.

Insert the attachment number here, if applicable:

1

Coordination with Regional Water Quality Control Board

For change petitions only, you must request consultation with the Regional Water Quality Control Board regarding the potential effects of your proposed change on water quality and other instream beneficial uses. (Cal. Code Regs., tit. 23, § 794.) In order to determine the appropriate office for consultation, see: http://www.waterboards.ca.gov/waterboards_map.shtml. Provide the date you submitted your request for consultation here, then provide the following information.

Date of Request

2/24/2021

Will your project, during construction or operation, (1) generate waste or wastewater containing such things as sewage, industrial chemicals, metals, or agricultural chemicals, or (2) cause erosion, turbidity or sedimentation?

Yes No

Will a waste discharge permit be required for the project?

Yes No

If necessary, provide additional information below:

Not applicable

Insert the attachment number here, if applicable:

Local Permits

For temporary transfers only, you must contact the board of supervisors for the county(ies) both for where you currently store or use water and where you propose to transfer the water. (Wat. Code § 1726.) Provide the date you submitted your request for consultation here.

Date of Contact

For change petitions only, you should contact your local planning or public works department and provide the information below.

Person Contacted:

Date of Contact:

Department:

Phone Number:

County Zoning Designation:

Are any county permits required for your project? If yes, indicate type below.

Yes No

- Grading Permit Use Permit Watercourse Obstruction Permit
 Change of Zoning General Plan Change Other (explain below)

If applicable, have you obtained any of the permits listed above? If yes, provide copies.

Yes No

If necessary, provide additional information below:

Not applicable

Insert the attachment number here, if applicable:

Federal and State Permits

Check any additional agencies that may require permits or other approvals for your project:

- Regional Water Quality Control Board Department of Fish and Game
- Dept of Water Resources, Division of Safety of Dams California Coastal Commission
- State Reclamation Board U.S. Army Corps of Engineers U.S. Forest Service
- Bureau of Land Management Federal Energy Regulatory Commission
- Natural Resources Conservation Service

Have you obtained any of the permits listed above? If yes, provide copies. Yes No

For each agency from which a permit is required, provide the following information:

Agency	Permit Type	Person(s) Contacted	Contact Date	Phone Number

If necessary, provide additional information below:

Not applicable

Insert the attachment number here, if applicable:

Construction or Grading Activity

Does the project involve any construction or grading-related activity that has significantly altered or would significantly alter the bed, bank or riparian habitat of any stream or lake? Yes No

If necessary, provide additional information below:

Not applicable

Insert the attachment number here, if applicable:

Archeology

Has an archeological report been prepared for this project? If yes, provide a copy. Yes No

Will another public agency be preparing an archeological report? Yes No

Do you know of any archeological or historic sites in the area? If yes, explain below. Yes No

If necessary, provide additional information below:

Not applicable

Insert the attachment number here, if applicable:

Photographs

For all petitions other than time extensions, attach complete sets of color photographs, clearly dated and labeled, showing the vegetation that exists at the following three locations:

- Along the stream channel immediately downstream from each point of diversion
- Along the stream channel immediately upstream from each point of diversion
- At the place where water subject to this water right will be used

Maps

For all petitions other than time extensions, attach maps labeled in accordance with the regulations showing all applicable features, both present and proposed, including but not limited to: point of diversion, point of rediversion, distribution of storage reservoirs, point of discharge of treated wastewater, place of use, and location of instream flow dedication reach. (Cal. Code Regs., tit. 23, §§ 715 et seq., 794.)

Pursuant to California Code of Regulations, title 23, section 794, petitions for change submitted without maps may not be accepted.

All Water Right Holders Must Sign This Form:

I (we) hereby certify that the statements I (we) have furnished above and in the attachments are complete to the best of my (our) ability and that the facts, statements, and information presented are true and correct to the best of my (our) knowledge. Dated at .



Water Right Holder or Authorized Agent Signature
Adam Perez

Water Right Holder or Authorized Agent Signature

NOTE:

- Petitions for Change may not be accepted unless you include proof that a copy of the petition was served on the Department of Fish and Game. (Cal. Code Regs., tit. 23, § 794.)
- Petitions for Temporary Transfer may not be accepted unless you include proof that a copy of the petition was served on the Department of Fish and Game and the board of supervisors for the county(ies) where you currently store or use water and the county(ies) where you propose to transfer the water. (Wat. Code § 1726.)

This Petition for Change is requested to change operations in the Mono Basin from April 1, 2021 through September 28, 2021 (180 days). Operations will deviate from the flow requirements of Decision 1631, and Order 98-05, and instead follow requirements of the Stream Ecosystem Flows (SEFs) of the July 2016 Draft Amended License. These proposed changes to flow requirements are a continuation of the RY2019 study of the effect of stream scientists SEFs recommendations in their Synthesis Report. This petition for change if granted will provide a 2 ½ years total of SEFs as recommended in the synthesis report, further providing valuable information on fisheries and riparian conditions. The Petition for Change, if approved, will not result in injury to any lawful use of water or have unreasonable effects on fish, wildlife, or instream uses.

Runoff Year 2021 may be a "Normal", or "Dry/Normal I", or "Dry/Normal II", or "Dry Year" type. Thus, SEFs will follow the applicable requirements in the tables below for Rush Creek, and Lee Vining Creek.

TABLE 1E: RUSH CREEK STREAM ECOSYSTEM FLOWS FOR DRY/NORMAL II YEARS

Hydrograph Component	Timing	Flow Requirement	Ramping Rate
Spring Baseflow	April 1 – May 18	40 cfs	Maximum: 10% or 10 cfs*
Spring Ascension	May 19 – June 2	40 cfs ascending to 80 cfs	Target: 5% Maximum: 25%
Snowmelt Bench	June 3 – June 30	80 cfs	Maximum Ascending: 20% Maximum Descending: 10% or 10 cfs*
Snowmelt Flood and Snowmelt Peak	Starting between June 2 and June 15 with the 3- day peak between June 6 and June 21 coinciding with Parker and Walker Creek peaks	80 cfs ascending to 200 cfs, 200 cfs for 3 days, 200 cfs descending to 80 cfs	Target Ascending: 20% Maximum Ascending: 40% Maximum Descending: 10% or 10 cfs*
Medium Recession (Node)	July 1 – July 8	80 cfs descending to 48 cfs	Target: 6% Maximum: 10% or 10 cfs*
Slow Recession	July 9 – July 24	48 cfs descending to 30 cfs	Target: 3% Maximum: 10% or 10 cfs*
Summer Baseflow	July 25 – September 30	30 cfs target 28 cfs minimum	Maximum: 10% or 10 cfs*
Fall and Winter Baseflow	October 1 – March 31	27 cfs target 25 cfs minimum and 29 cfs maximum	Maximum: 10% or 10 cfs*
			* whichever is greater

TABLE 1F: RUSH CREEK STREAM ECOSYSTEM FLOWS FOR DRY/NORMAL I YEARS

Hydrograph Component	Timing	Flow Requirement	Ramping Rate
Spring Baseflow	April 1 – April 30	40 cfs	Maximum: 10% or 10 cfs*
Spring Ascension	May 1 – May 15	40 cfs ascending to 80 cfs	Target: 5% Maximum: 25%
Snowmelt Bench	May 16 – July 3	80 cfs	Maximum Ascending: 20% Maximum Descending: 10% or 10 cfs*
Medium Recession (Node)	July 4 – July 9	80 cfs descending to 55 cfs	Target: 6% Maximum: 10% or 10 cfs
Slow Recession	July 10 – July 30	55 cfs descending to 30 cfs	Target: 3% Maximum: 10% or 10 cfs*
Summer Baseflow	July 31 – September 30	30 cfs target 28 cfs minimum	Maximum: 10% or 10 cfs*
Fall and Winter Baseflow	October 1 – March 31	27 cfs target 25 cfs minimum and 29 cfs maximum	Maximum: 10% or 10 cfs*
			* whichever is greater

TABLE 1G: RUSH CREEK STREAM ECOSYSTEM FLOWS FOR DRY YEARS

Hydrograph Component	Timing	Flow Requirement	Ramping Rate
Spring Baseflow	April 1 – April 30	30 cfs	Maximum: 10% or 10 cfs*
Spring Ascension	May 1 – May 18	30 cfs ascending to 70 cfs	Target: 5% Maximum: 25%
Snowmelt Bench	May 19 – July 6	70 cfs	Maximum Ascending: 20% Maximum Descending: 10% or 10 cfs*
Medium Recession (Node)	July 7 – July 12	70 cfs descending to 48 cfs	Target: 6% Maximum: 10% or 10 cfs*
Slow Recession	July 13 – July 28	48 cfs descending to 30 cfs	Target: 3% Maximum: 10% or 10 cfs*
Summer Baseflow	July 29 – September 30	30 cfs target 28 cfs minimum	Maximum: 10% or 10 cfs*
Fall and Winter Baseflow	October 1 – March 31	27 cfs target 25 cfs minimum and 29 cfs maximum	Maximum: 10% or 10 cfs*
			* whichever is greater

TABLE 1D: RUSH CREEK STREAM ECOSYSTEM FLOWS FOR NORMAL YEARS

Hydrograph Component	Timing	Flow Requirement	Ramping Rate
Spring Baseflow	April 1 – April 30	40 cfs	Maximum: 10% or 10 cfs*
Spring Ascension	May 1 – May 15	40 cfs ascending to 80 cfs	Target: 5% Maximum: 25%
Spring Bench	May 16 – June 11	80 cfs	Maximum: 20%
Snowmelt Ascension	June 12 – June 16	80 cfs ascending to 120 cfs	Target: 10% Maximum: 20%
Snowmelt Bench	June 17 – July 14	120 cfs	Maximum Ascending: 20% Maximum Descending: 10% or 10 cfs*
Snowmelt Flood and Snowmelt Peak	Starting between June 17 and June 25 with the 3-day peak between June 23 and July 3	120 cfs ascending to 380 cfs, 380 cfs for 3 days, 380 cfs descending to 120 cfs	Target Ascending: 20% Maximum Ascending: 40% Maximum Descending: 10% or 10 cfs*
Medium Recession (Node)	July 15 – July 26	120 cfs descending to 58 cfs	Target: 6% Maximum: 10% or 10 cfs*
Slow Recession	July 27 – August 17	58 cfs descending to 30 cfs	Target: 3% Maximum: 10% or 10 cfs*
Summer Baseflow	August 18 – September 30	30 cfs target 28 cfs minimum	Maximum: 10% or 10 cfs*
Fall and Winter Baseflow	October 1 – March 31	27 cfs target 25 cfs minimum and 29 cfs maximum	Maximum: 10% or 10 cfs*
			* whichever is greater

TABLE 2A LEE VINING CREEK STREAM ECOSYSTEM FLOWS

Timing: April 1 – September 30					Year-type: Extreme/Wet, Wet, Wet/Normal, Normal, Dry/Normal II					
Maximum ramping at the beginning and end of this period is 20%.										
Inflow	Flow Requirement									
30 cfs or less	Licensee shall bypass inflow.									
31 – 250 cfs	Licensee shall bypass flow in the amount corresponding to inflow which is displayed as blocks of 10 cfs (left-hand vertical column) and 1 cfs increments within such blocks (top horizontal row).									
	0	1	2	3	4	5	6	7	8	9
30		30	30	30	30	30	31	32	33	34
40	30	31	32	33	34	35	36	37	38	39
50	35	36	37	38	39	40	41	42	43	44
60	45	46	47	48	49	50	51	52	53	54
70	55	56	57	58	59	60	61	62	63	64
80	60	61	62	63	64	65	66	67	68	69
90	70	71	72	73	74	75	76	77	78	79
100	75	76	77	78	79	80	81	82	83	84
110	85	86	87	88	89	90	91	92	93	94
120	95	96	97	98	99	100	101	102	103	104
130	100	101	102	103	104	105	106	107	108	109
140	110	111	112	113	114	115	116	117	118	119
150	120	121	122	123	124	125	126	127	128	129
160	130	131	132	133	134	135	136	137	138	139
170	135	136	137	138	139	140	141	142	143	144
180	145	146	147	148	149	150	151	152	153	154
190	155	156	157	158	159	160	161	162	163	164
200	160	161	162	163	164	165	166	167	168	169
210	170	171	172	173	174	175	176	177	178	179
220	180	181	182	183	184	185	186	187	188	189
230	190	191	192	193	194	195	196	197	198	199
240	195	196	197	198	199	200	201	202	203	204
250	200									
251 cfs and greater	Licensee shall bypass inflow.									

TABLE 2B: LEE VINING CREEK STREAM ECOSYSTEM FLOWS

Timing: April 1 – September 30					Year-type: Dry/Normal I, Dry					
Maximum ramping at the beginning and end of this period is 20%.										
Inflow	Flow Requirement									
30 cfs or less	Licensee shall bypass inflow.									
31 – 250 cfs	Licensee shall bypass flow in the amount corresponding to inflow which is displayed as blocks of 10 cfs (left-hand vertical column) and 1 cfs increments within such blocks (top horizontal row).									
	0	1	2	3	4	5	6	7	8	9
30		30	30	30	30	30	30	30	30	30
40	30	30	30	30	30	30	30	30	30	30
50	30	30	30	30	30	30	30	30	31	32
60	32	33	34	34	35	36	36	37	38	38
70	39	40	41	41	42	43	43	44	45	45
80	46	47	47	48	49	49	50	51	52	52
90	53	54	54	55	56	56	57	58	59	59
100	60	61	61	62	63	64	64	65	66	66
110	67	68	69	69	70	71	72	72	73	74
120	74	75	76	77	77	78	79	80	80	81
130	82	82	83	84	85	85	86	87	88	88
140	89	90	91	91	92	93	94	94	95	96
150	97	97	98	99	100	100	101	102	103	103
160	104	105	106	106	107	108	109	109	110	111
170	112	112	113	114	115	115	116	117	118	118
180	119	120	121	121	122	123	124	124	125	126
190	127	128	128	129	130	131	131	132	133	134
200	134	135	136	137	138	138	139	140	141	141
210	142	143	144	144	145	146	147	148	148	149
220	150	151	151	152	153	154	155	155	156	157
230	158	158	159	160	161	162	162	163	164	165
240	165	166	167	168	169	169	170	171	172	172
250	173									
251 cfs and greater	Licensee shall bypass inflow.									

Notice of Exemption

Appendix E

To: Office of Planning and Research
 P.O. Box 3044, Room 113
 Sacramento, CA 95812-3044

 County Clerk
 County of: Mono
 P.O. Box 237
 Bridgeport, CA 93517

From: (Public Agency): Los Angeles Department of Water and Power
 111 N. Hope Street, Room 1044
 Los Angeles, CA 90012

 (Address)

Project Title: Mono Basin Temporary Operation Petition to State Water Resources Control Board

Project Applicant: Los Angeles Department of Water and Power (LADWP)

Project Location - Specific:

Rush, Lee Vining, Walker, and Parker Creeks in Mono Basin, Mono County, CA.

Project Location - City: Lee Vining Project Location - County: Mono

Description of Nature, Purpose and Beneficiaries of Project:
 The State Water Resources Control Board flow requirements in the area under decision 1631 are being modified for six months to test the feasibility of stream scientists flow recommendations discussed in their Synthesis Report. The Synthesis Report was intended to accelerate the recovery of the Mono Basin ecosystem.

Name of Public Agency Approving Project: LADWP

Name of Person or Agency Carrying Out Project: LADWP

Exempt Status: **(check one):**

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: Section 15301 (i)
- Statutory Exemptions. State code number: _____

Reasons why project is exempt:

Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public topographic features involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. Example (i) denotes maintenance of wildlife habitat areas, stream flows, and stream channels to protect fish and wildlife resources.

Lead Agency
 Contact Person: Jane Hauptman Area Code/Telephone/Extension: 213-367-0968

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: *Charles C. Holloway* Date: 02/24/2021 Title: Manager of Environmental Planning and Assessment

Signed by Lead Agency Signed by Applicant

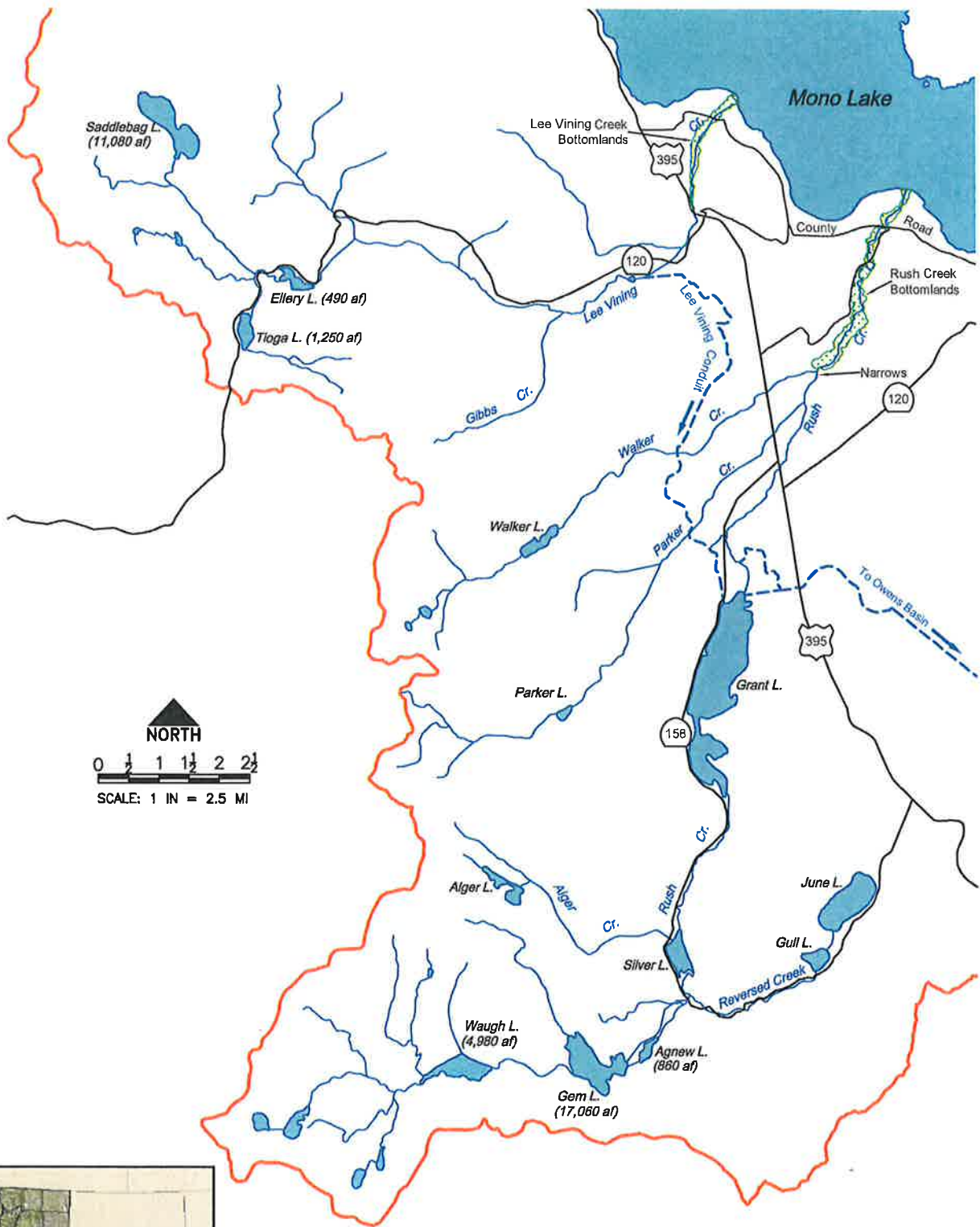
Authority cited: Sections 21083 and 21110, Public Resources Code.
 Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

RECEIVED

Posted thru March 29, 2021

Feb 27 2021
 Revised 2011
 MC 21-004
 OFFICE OF THE CLERK



Temporary Urgency Change Petition Map
 Rush, Lee Vining, Walker and Parker Creeks
 Mono Basin, Mono County, California
 February 2021



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE March 16, 2021

TIME REQUIRED

SUBJECT Rush Creek Project Relicensing,
FERC Project No. 1389

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Notice that Southern California Edison (SCE) is in the early stages of relicensing the Rush Creek Hydroelectric Project (Federal Energy Regulatory Commission, Project No. 1389).

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Queenie Barnard

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Letter](#)

History

Time	Who	Approval
3/11/2021 4:18 PM	County Counsel	Yes
3/12/2021 7:27 AM	Finance	Yes
3/12/2021 12:30 PM	County Administrative Office	Yes

From: Julie Smith <Julie.Smith@cardno.com>

Sent: Thursday, March 11, 2021 1:53 PM

To: David Moore <david.moore@sce.com>; Julie Smith <Julie.Smith@cardno.com>

Subject: Rush Creek Project Relicensing, FERC Project No. 1389

[EXTERNAL EMAIL]

Project Stakeholders,

Southern California Edison (SCE) is in the early stages of relicensing the Rush Creek Hydroelectric Project (Federal Energy Regulatory Commission, Project No. 1389). The attached announcement provides information on the Project, the relicensing process, and upcoming outreach activities. If you have questions about the attached materials, please contact David Moore, SCE Relicensing Project Manager at david.moore@sce.com. SCE looks forward to working collaboratively with all stakeholders during the upcoming relicensing proceeding.

Note: If you would like to be removed from this distribution list, please reply to this email (julie.smith@cardno.com).

Southern California Edison (SCE) is notifying agencies, Native American Tribes, non-governmental organizations, and members of the public of the upcoming relicensing for the Rush Creek Hydroelectric Project (Project) using the Federal Energy Regulatory Commission's (FERC) Integrated Licensing Process (ILP). The relicensing process is formally initiated upon SCE's filing of a Notice of Intent (NOI) and Pre-Application Document (PAD) with FERC (regulatory deadline is January 31, 2022).

Background

SCE currently operates the Project under a 30-year FERC license that expires January 31, 2027. The Project is located on the eastern slope of the Sierra Nevada Mountains in Mono County, California. The Project is situated approximately four miles southwest of the unincorporated community of June Lake. The majority of the Project occupies federal lands within the Inyo National Forest which is under the jurisdiction of the U.S. Forest Service (portions of the Project are located within the Ansel Adams Wilderness Area). The Project was constructed between 1915 and 1918, and later modified in 1924 and 1925, prior to the formation of the Wilderness.

The 13.01-megawatt Project includes three dams and associated reservoirs – Agnew Dam (Agnew Lake), Gem Dam (Gem Lake), and Rush Meadows Dam (Waugh Lake); a water conveyance system; the Rush Creek Powerhouse; and ancillary facilities. The three Project reservoirs historically provided storage for lake recreation during the summer and allowed for electricity generation at the Rush Creek Powerhouse in the fall/winter. Water exiting the powerhouse enters a short tailrace and is returned to Rush Creek upstream of Silver Lake.

Recently, SCE conducted fault studies, structural testing, and engineering analyses of Agnew, Gem, and Rush Meadows dams as a consequence of the Silver Lake Fault being identified as a potential safety concern in 2007. As a result of the analyses and subsequent consultation with FERC and the Division of Safety of Dams, SCE implemented storage restrictions at the three reservoirs beginning in 2012, as well as structural modifications at Agnew and Rush Meadows dams in 2017 and 2018 and Gem Dam in 2020 and 2021.

SCE is diligently evaluating various options for Agnew and Rush Meadows dams and retrofitting of Gem Dam in preparation for the relicensing. A detailed project description of all options under consideration will be included in the PAD to be filed with FERC by January 31, 2022.

Early Outreach Activities

Prior to filing the NOI and PAD, SCE will complete the following early outreach activities:

- In March 2021, a questionnaire will be distributed to all stakeholders soliciting information on existing resources in the vicinity of the Project.
- In October 2021, SCE will convene a public meeting open to all stakeholders to discuss the relicensing process, describe resource information to be presented in the PAD, and provide a detailed overview of the Proposed Project under consideration. Additional information on the public meeting will be provided to stakeholders at a later date.

If you received this announcement via e-mail, you are on the relicensing distribution list. If you obtained this announcement by another means and want to be added to the distribution list, please send your contact information to David Moore, SCE Relicensing Project Manager, at david.moore@sce.com, or visit the Project website at www.sce.com/RushCreek and complete the contact registration form.

Register online at www.ferc.gov/ferc-online/overview to be notified via e-mail of new FERC filings and issuances related to the Rush Creek Project. Follow the online instructions and subscribe to docket number P-1389.

After filing the NOI and PAD, SCE will conduct numerous stakeholder meetings during the formal relicensing proceeding to further define the Project; identify potential resource issues; develop technical studies; discuss study results; and evaluate potential protection, mitigation, and enhancement measures. SCE is aware of local community concerns regarding the Project and will strive during the stakeholder meetings to fully understand their issues/concerns and seek mutually acceptable solutions. SCE looks forward to working collaboratively with all stakeholders during the upcoming relicensing proceeding.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE March 16, 2021

Departments: Social Services and EDD Workforce Services Branch

TIME REQUIRED	20 minutes (10 min presentation; 10 minutes discussion)	PERSONS APPEARING BEFORE THE BOARD	Kathryn Peterson (DSS), Francie Avitia (DSS), Shelly Tarver (EDD), Cristina Garza (EDD)
SUBJECT	Employment Development Department, Workforce Services Branch		

AGENDA DESCRIPTION:

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

Representatives with the Employment Development Department, Workforce Services Branch (Shelly Tarver, Central Valley Deputy Division Chief and Cristina Garza, Bakersfield Alternate Cluster Manager) will provide a brief presentation on the services they provide, including ways they can assist Mono County residents with general unemployment insurance navigation.

RECOMMENDED ACTION:

Receive a brief presentation from representatives with the Employment Development Department, Workforce Services Branch

FISCAL IMPACT:

None.

CONTACT NAME: Kathryn Peterson

PHONE/EMAIL: 17609241763 / kpeterson@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

[Attachment A](#)

History

Time	Who	Approval
3/7/2021 3:53 PM	County Counsel	Yes
3/12/2021 7:22 AM	Finance	Yes
3/12/2021 12:29 PM	County Administrative Office	Yes



Office of the ... DEPARTMENT OF SOCIAL SERVICES

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

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

KATHRYN PETERSON, MPH
Director

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

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



To: Mono County Board of Supervisors
From: Kathryn Peterson, Social Services Director
Date: March 16, 2021
Re: Employment Development Department, Workforce Services Branch

Recommended Action:

Receive a brief presentation from representatives with the Employment Development Department, Workforce Services Branch

Fiscal Impact:

None. Discussion only.

Discussion:

Representatives with the Employment Development Department, Workforce Services Branch (Shelly Tarver, Central Valley Deputy Division Chief and Cristina Garza, Bakersfield Alternate Cluster Manager) will provide a brief presentation on the services they provide, including ways they can assist Mono County residents with general unemployment insurance navigation.

Ms. Tarver and Ms. Garza work with Mono County Social Services and various other partners to provide assistance and logistical support for residents seeking unemployment benefits. While they are not able to access claims or provide specific information regarding claims, they are able to help customers navigate the state unemployment benefits system and are often successful in troubleshooting and resolving logistical problems related to unemployment benefits processing.

Information on how to access these supports will be provided, along with time for questions. Please contact me with any questions.

Welcome

America's **JobCenter**
of CaliforniaSM

Mono County Affiliate Partnership Presentation



Presented by

Employment Development Department, Workforce Services Branch

- ❖ Shelly Tarver, Central Valley Deputy Division Chief
- ❖ Christina Garza, Bakersfield Alternate Cluster Manager

Services for Job Seekers and Employers

The America's Job Centers of CaliforniaSM offer the following services:

- **Job Seekers:**

- ✓ CalJOBS Registration
- ✓ Work Search assistance, Including State Jobs
- ✓ Résumé Preparation and Interviewing Skills Workshops
- ✓ Information on Training Programs

- **Special Programs:**

- ✓ Veteran's Services
- ✓ Youth Programs
- ✓ Trade Adjustment Act

- **Employer Services:**

- ✓ Recruitments
- ✓ Rapid Response Outreach

Services for Job Seekers and Employers

Public Local Kern, Inyo and Mono (KIM) Services

- Assistance with Job Search Services, Employer Services and General Unemployment Insurance Assistance:
 - Bakersfield AJCC/WSB Phone Line- (661) 336-6912
 - E-mail- WSBAJCCreferralKERN@edd.ca.gov

EDD Assisting with the Unprecedented Volume

- Redirected 1,300 staff from EDD branches and other state agencies to assist.
- Hired over 3,000 new UI staff
- Simplified processes to file claims and pay benefits faster.
- Added new programming to EDD systems to accommodate the CARES Act.
- Automated several manual processes.
- Upgraded servers to handle a higher volume of claims.
- Established the UI Online Assistance Center for technical help.
- Implemented text messaging to claimants for more timely communication.

UI Updates: Keeping Customers Well-Informed

- EDD Text Messages to confirm:
 - Claim is processed in system
 - The first payment is issued for claim
 - UI Needs to verify Customer Identity
 - Benefits have been exhausted or Extension needs to be filed
 - Self-Certification for Lost Wages is needed
- UI Online Emails Reminder when it's time to certify for benefits
- EDD Virtual Agent:
 - Get general information using EDD's new chat bot feature on the EDD website and EDD Facebook page.
- UI Online Assistance Center open daily from 8:00 a.m. to 8:00 p.m.
 - Help with registration, EDD Customer Account Number, password resets, etc.
- Bank of America alert messages when:
 - A deposit is made to Customer's card
 - Customer has low balance

Help Available 24/7

- **EDD Website:** www.edd.ca.gov
 - How to file a claim.
 - CARES Act.
 - COVID-19 updates.
 - Recorded webinar: *Assistance Programs for Workers during COVID-19.*
- **UI OnlineSM:** www.edd.ca.gov/UI_Online
 - File or reopen a claim
 - Certify for benefits
 - Get up-to-date claim and payment information
 - Send a secure message requesting information about your claim
 - Access 1099G
 - How-To Videos for UI Online
- **UI Self-Service Phone Line:** **1-866-333-4606**
 - Certify for benefits using EDD Tele-CertSM.
 - Payment information on last payment made.

UI Phone Numbers

Regular UI and PUA claims: 8:00 a.m. to 12 noon, Monday through Friday.

- **English:** 1-800-300-5616
- **Spanish:** 1-800-326-8937
- **Cantonese:** 1-800-547-3506
- **Mandarin:** 1-866-303-0706
- **Vietnamese:** 1-800-547-2058
- **Deaf and Hard of Hearing:** Dial the California Relay Service at 711 and request one of the numbers listed above.

Help with UI OnlineSM: 1-833-978-2511, Daily from 8:00 a.m. to 8:00 p.m.

- Registration, password resets, EDD Customer Account Number, system navigation, and general UI information.

Important: Representatives at this number cannot access claim and payment information.

UI Self-Service Line: 1-866-333-4606, available 24/7



*Thank
You*



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

REGULAR AGENDA REQUEST

Print

MEETING DATE March 16, 2021

Departments: Mono County Office of Education

TIME REQUIRED 30 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Dr. Stacey Adler, Superintendent of
Schools

SUBJECT Superintendent of Schools Report

AGENDA DESCRIPTION:

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

Dr. Stacey Adler, Superintendent, will present her regular update to the Mono County Board of Supervisors, including but not limited to the topics of a status update on the re-opening of schools, county-wide equity training for the schools, the social emotional learning grant, and Child Abuse Prevention Month.

RECOMMENDED ACTION:

None, informational only.

FISCAL IMPACT:

None.

CONTACT NAME: Queenie Barnard

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

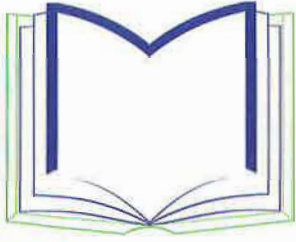
YES NO

ATTACHMENTS:

<p>Click to download</p> <p> Staff Report</p>

History

Time	Who	Approval
3/7/2021 3:55 PM	County Counsel	Yes
3/12/2021 7:16 AM	Finance	Yes
3/12/2021 12:28 PM	County Administrative Office	Yes



To: Honorable Board of Supervisors

From: Dr. Stacey Adler, Mono County Superintendent of Schools

Date: March 16, 2021

Subject:: Mono County Office of Education Superintendent of Schools Update

Dr. Stacey Adler, Superintendent, will present her regular update to the Mono County Board of Supervisors, including but not limited to the topics of a status update on the re-opening of schools, county-wide equity training for the schools, the social emotional learning grant, and Child Abuse Prevention Month.

Recommended Action: None; informational only.

Fiscal Impact:: None.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE March 16, 2021

TIME REQUIRED 1 hour

SUBJECT COVID-19 (Coronavirus) Update

**PERSONS
APPEARING
BEFORE THE
BOARD**

Robert C. Lawton, CAO, Bryan
Wheeler, Public Health Director

AGENDA DESCRIPTION:

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

Update on Countywide response and planning related to the COVID-19 pandemic, including reports from the Emergency Operations Center (EOC), Unified Command (UC), and the various branches of the EOC, including Community Support and Economic Recovery, Joint Information Center (JIC), and Public Health.

RECOMMENDED ACTION:

Approve and authorize the Board Chair to sign a letter to Governor Newsom requesting lowering the standards for rural counties to move up from tier to tier under the State COVID-19 guidelines.

FISCAL IMPACT:

None.

CONTACT NAME: Robert C. Lawton

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> Bishop City Council Letter</p>

History

Time	Who	Approval
3/7/2021 3:58 PM	County Counsel	Yes
3/5/2021 10:27 AM	Finance	Yes
3/11/2021 12:48 PM	County Administrative Office	Yes



CITY OF BISHOP

377 West Line Street – Bishop, CA 93514
P.O. Box 1236 – Bishop, CA 93515
City Hall (760) 873-5863 – Fax (760) 873-4873

March 9, 2021

Honorable Gavin Newsom
Governor of California
Governor's Office, State Capitol
Sacramento, California 95814

RE: Rural Standards for Tier Assignments

Dear Governor Newsom:

The Bishop City Council requests that you give serious consideration to lowering the standards for rural counties to move up from tier to tier under the State COVID-19 guidelines. Constraining rural counties the same as urban areas is unrealistic and unreachable.

Even with the newly proposed relaxation of the purple tier (to 10 new cases per day per 100,000 population), it would require we have less than 1.8 cases per day for our tier to be lessened from widespread: essentially we would need to have 1 new case per day in a county that encompasses 10,000 square miles to move down from "widespread" transmission! This is completely un-realistic and places an undue burden on our local mom-and-pop business that have been adhering to the guidelines for the past year, and are now on the verge of shuttering forever.

There's no denying we could be doing better, and our transmission rates have gone down appreciably (to roughly 4-5 new cases per day). But the current tiered system is not equitable to counties with low populations. When one scales new cases to be in units that are per 100,000 residents, this means even if we have 9 cases in a week, we end up in the "widespread" category — any sensible person would agree that having a single-digit number of new cases in a region of 10,000 square miles be considered "widespread" emission does not make sense. The current system is not a tiered system but is bi-modal in our case, where we either have widespread transmission or no transmission. This is not an epidemiological argument, but is just an argument based on simple statistics: the current tier system is stacked against us.

The matter is exacerbated when you take into account that our area is so highly dependent on tourism, which as of now is completely allowed by the state. We recently saw that Death Valley had 800K visitors last year (which was down from 1.6M). Where does that population go into determining how we fall into the metrics? It's unrealistic to just pretend that we're in a vacuum and claiming that

Honorable Gavin Newsom
Governor of California
March 9, 2021
Page | 2

the number of people in our area at any given time consists of only our permanent population. The tiered system makes no effort to take this into account and the state needs to recognize that the tourism factor raises our population numbers significantly.

The reality is that we are a county that people want to visit — and they do, especially now that statewide travel restrictions have been eased. By a conservative estimate, we regularly have over 100K people in the valley in any given time (especially on busy weekends). Just in the city of Bishop alone, assuming an 85% occupancy at our hotels (which we regularly meet), that adds an extra 60,000 unique individuals through area each month! And that's just for the Bishop area, you can easily argue that this should be doubled for the county as a whole. No other county in the state has such a discrepancy between permanent population and population when tourists are accounted for. Why don't we account for those when determining how widespread our transmission is? If we were to do that, we would already be in the "red tier" and would likely be in "orange" by next week if our trends continue as they are.

It is for those reasons that we, at the City of Bishop, are asking you to reassess the blueprint for a safer economy for our region; because, as it is, it can easily be referred to as a blueprint for a dead economy.

We request that the State seriously consider treating rural tourist-oriented counties such as Inyo County on a different level than large urban areas. We appreciate any sensitivity you can provide on this issue.

Sincerely,



Stephen Muchovej
Mayor

cc: Dr. Mark Ghaly, Secretary
California Health & Human Services Agency

Jeff Griffiths, Chair
Inyo County Board of Supervisors



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

REGULAR AGENDA REQUEST

Print

MEETING DATE March 16, 2021

TIME REQUIRED 10 minutes

SUBJECT Mountain View Fire Update

PERSONS APPEARING BEFORE THE BOARD Justin Nalder, EOC Director

AGENDA DESCRIPTION:

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

Update on the Mountain View Fire in Walker, CA.

RECOMMENDED ACTION:

Receive update from Incident Command for the Mountain View Fire and involved staff regarding impacts of the fire, recovery efforts, County response, debris removal and related topics. Provide any desired direction to staff.

FISCAL IMPACT:

No impact from this update.

CONTACT NAME: Justin Nalder

PHONE/EMAIL: 760-932-5453 / jnalder@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p>No Attachments Available</p>
--

History

Time	Who	Approval
3/7/2021 3:55 PM	County Counsel	Yes
3/5/2021 10:27 AM	Finance	Yes
3/11/2021 12:48 PM	County Administrative Office	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE March 16, 2021

Departments: Environmental Health

TIME REQUIRED 10 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Louis Molina, Environmental Health
Director

SUBJECT Urgency Ordinance Establishing
Processes and Requirements for
Mountain View Fire Debris Cleanup

AGENDA DESCRIPTION:

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

Proposed urgency ordinance establishing processes and requirements for debris removal from Mountain View Fire damaged properties. This Ordinance shall become effective immediately upon adoption and requires a 4/5 vote to pass.

RECOMMENDED ACTION:

Adopt proposed ordinance.

FISCAL IMPACT:

Unknown. Potential costs to Mono County could be incurred for any property that did not enter into either the OES debris removal program or the Alternative Program, and where the cost of abatement was paid for by the county.

CONTACT NAME: Louis Molina

PHONE/EMAIL: / lmolina@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Proposed Ordinance

History

Time	Who	Approval
3/10/2021 3:23 PM	County Counsel	Yes
3/12/2021 7:27 AM	Finance	Yes
3/12/2021 12:29 PM	County Administrative Office	Yes



ORDINANCE NO. ORD21-__

**AN URGENCY ORDINANCE OF THE MONO COUNTY BOARD OF SUPERVISORS
ESTABLISHING REQUIREMENTS FOR REMOVAL OF FIRE DAMAGED
DEBRIS FROM PRIVATE PROPERTY FOLLOWING THE
MOUNTAIN VIEW FIRE: 4/5 VOTE REQUIRED**

WHEREAS, in November 2020, the Mountain View Fire ravaged the community of Walker in Mono County and destroyed approximately 143 structures, including at least 96 homes; and

WHEREAS, the Mono County Board of Supervisors declared a local state of emergency on November 17, 2020; the Governor issued a Proclamation of a State of Emergency on November 19, 2020; and the Mono County Health Officer declared a local health emergency due to conditions of extreme peril caused by the Mountain View Fire, also on November 19, 2020; and

WHEREAS, the potential for widespread toxic exposures and threats to public health and the environment exist in the aftermath of a major wildfire disaster. Debris and ash from residential structure fires contain hazardous substances and the health effects of hazardous substances releases after a wildfire are well-documented; and

WHEREAS, the combustion of building materials such as siding, roofing tiles, and insulation result in dangerous ash that may contain asbestos, heavy metals, and other hazardous materials. Wells may be contaminated and require chlorination following a period of power outages. Household hazardous waste such as paint, gasoline, cleaning products, pesticides, compressed gas cylinders, and chemicals may have been stored in homes, garages, or sheds that may have burned in the fire, also producing hazardous materials; and

WHEREAS, exposure to hazardous substances may lead to acute and chronic health effects, and may cause long-term public health and environmental impacts. Uncontrolled hazardous materials and debris pose significant threats to public health through inhalation of dust particles and contamination of drinking water supplies. Improper handling can expose workers to toxic materials, and improper transport and disposal of fire debris can spread hazardous substances throughout the community, and

WHEREAS, areas affected by the fire were evacuated by Incident Command, and reentry by residents and the public was restricted by order of the Health Officer dated November 19, 2020; and

1 **WHEREAS**, standards and removal procedures are needed immediately to protect the
2 public health and environment, and to facilitate coordinated and effective mitigation of the
3 risks to the public health and environment from the health hazards generated by the Mountain
4 View Fire disaster.

5 **NOW, THEREFORE**, the Board of Supervisors of the County of Mono ordains that:

6 **SECTION ONE:** No fire debris from structures shall be removed from private property
7 without a hazardous materials inspection conducted either by the U.S. Environmental Protection
8 Agency or California Department of Toxic Substance Control through the Office of Emergency
9 Services' fire debris clearance program ("OES Program"), or by the Mono County
10 Environmental Health Department through its alternative inspection program ("Alternative
11 Program").

12 **SECTION TWO:** This Ordinance shall apply to properties that contained a qualifying
13 structure under the OES Program. This Ordinance shall not apply to properties that only
14 contained non-qualifying structures, including but not limited to sheds, canopies, carports, well
15 houses, greenhouses, chicken coops or fencing. Whether fire debris were derived from a
16 qualifying or non-qualifying structure shall be determined by the Mono County Environmental
17 Health Director ("Director"), or his or her designee, in consultation with CalOES.

18 **SECTION THREE:** Removal of Fire Debris through the OES Program.

- 19 i. Right of Entry Permit. The term "Right of Entry Permit" means the Debris
20 Removal Right-of-Entry Permit (For Providing Debris Removal on Private
21 Property) approved by the California Office of Emergency Services for use in the
22 cleanup after the Mountain View Fire.
- 23 ii. Effect of the Right of Entry Permit: The Right of Entry Permit shall function as
24 the sole permit and authorization for participation in the OES Program.
- 25 iii. Notwithstanding any contrary provision in the Mono County Code, no County
26 approvals or permits for fire debris removal are required for properties
27 participating in the OES Program, other than the Right of Entry permit.

28 **SECTION FOUR:** Removal of Fire Debris through the Alternative Program.

- 29 i. The County shall administratively adopt and administer the Alternative Program
30 in the unincorporated areas of Mono County under the supervision of the County
31 Administrative Officer (CAO) or his or her designee. The County shall utilize the
32 state and federal standards and cleanup goals of the OES Program as the standards
for the Alternative Program. Under the Supervision of the CAO or his or her
designee, the County may administratively update these standards as necessary to
address ongoing changes in the administration of the OES Program and the need
to efficiently remove hazardous fire debris from the community.
- ii. For those persons who are not eligible for the OES Program, or who opt out of the
OES Program, private action to remove fire debris from fire-damaged properties
is prohibited unless and until a hazardous materials inspection has been performed
and authorization from the Director has been provided pursuant to the Alternative
Program.

1 violation of this Ordinance, the Officer may initiate an enforcement action
2 using the process set forth in the Mono County Code and may seek the
3 imposition of costs and civil penalties pursuant to the Mono County Code.
4 Nothing in this provision is intended to prevent alternate enforcement
5 mechanisms, including but not limited to, health officer orders pursuant to
6 California Health and Safety Code Section 101040.

- 7 (2) Summary Abatement. Pursuant to the authority of Cal. Const., art. XI,
8 Section 7; California Health and Safety Code Section 101040, California
9 Government Code Section 25845, and the Mono County Code, if the
10 Director determines that a violation of this Ordinance has created an
11 emergency condition which seriously endangers the public health or safety,
12 the County may abate the condition within the unincorporated territory of
13 the County of Mono. The costs shall be charged to the property owners(s)
14 and the County may, at its option, recover the same in an administrative or
15 civil action. Such charges shall be in addition to any penalty for a violation
16 of this Ordinance.

17 **SECTION SEVEN: CEQA Exemption.** Adoption of this Ordinance is exempt from the
18 provisions of the California Environmental Quality Act (CEQA) pursuant to California Public
19 Resources Code Section 21080(b)(3) regarding projects to maintain, repair, restore, or replace
20 property or facilities damaged or destroyed as a result of a declared disaster and Section
21 21080(b)(4) regarding actions to mitigate or prevent an emergency, and CEQA Guidelines
22 Section 15269(a) regarding maintaining, repairing, restoring, demolishing, or replacing property
23 or facilities damaged or destroyed as a result of a disaster stricken area in which a state of
24 emergency has been proclaimed by the Governor pursuant to the California Emergency Services
25 Act, commencing with Section 8550 of the California Government Code.

26 **SECTION EIGHT: Effective Date.** This ordinance shall take effect immediately as an
27 urgency ordinance. This is based on the Board of Supervisors finding that this ordinance is
28 adopted in compliance with Government Code Section 25123(d) and it is essential that this
29 Ordinance become immediately effective to protect the public peace, health and safety for the
30 reasons contained in the findings set forth in the recitals to this ordinance, which are incorporated
31 by reference herein, and that it is necessary to mitigate the harm that could be caused to the
32 public health and safety and to the environment from the improper disturbance, removal and/or
disposal of debris containing hazardous materials, and to facilitate the orderly response to the
Mountain View Fire disaster.

25 **PASSED, APPROVED and ADOPTED** this ___ day of _____, 2021, by the
26 following vote, to wit:

27 **AYES:**

28 **NOES:**

29 **ABSENT:**

30 **ABSTAIN:**

31 _____
32 Jennifer Kreitz, Chair

Mono County Board of Supervisors

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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 March 16, 2021

Departments: Community Development Department

TIME REQUIRED 10 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Wendy Sugimura, Community
Development Director

SUBJECT Mountain View Fire Recovery -
Revisions to Temporary Emergency
Dwelling Standards

AGENDA DESCRIPTION:

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

Proposed resolution revising standards for the placement of temporary emergency dwellings to facilitate reconstruction associated with Mountain View Fire recovery.

RECOMMENDED ACTION:

Find that the proposed resolution qualifies under CEQA exemptions 15303(a) and 15303(b), direct staff to file a Notice of Exemption, and adopt proposed resolution with any desired modifications. Provide any further direction to staff.

FISCAL IMPACT:

No anticipated further impacts beyond the impacts previously acknowledge and associated with the fee waivers adopted under Resolution R20-103.

CONTACT NAME: Wendy Sugimura

PHONE/EMAIL: 7609241814 / wsugimura@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
staff report
1 Redline TED Standards
2 Resolution Revising TED Standards
2A Revised TED Standards Clean

History

Time	Who	Approval
3/9/2021 1:58 PM	County Counsel	Yes
3/12/2021 7:19 AM	Finance	Yes
3/12/2021 12:28 PM	County Administrative Office	Yes

Mono County Community Development Department

PO Box 347
Mammoth Lakes, CA 93546
760.924.1800, fax 924.1801
commdev@mono.ca.gov

PO Box 8
Bridgeport, CA 93517
760.932.5420, fax 932.5431
www.monocounty.ca.gov

March 16, 2021

To: Honorable Chair and Board of Supervisors

From: Wendy Sugimura, Director

RE: MOUNTAIN VIEW FIRE RECOVERY – REVISIONS TO TEMPORARY EMERGENCY DWELLING (TED) STANDARDS

RECOMMENDATION

Find that the proposed resolution qualifies under CEQA exemptions 15303(a) and 15303(b), direct staff to file a Notice of Exemption, and adopt proposed resolution "Revising Standards for the Placement of Temporary Emergency Dwellings to Facilitate Reconstruction Associated with Mountain View Fire Recovery" with any desired modifications. Provide any further direction to staff.

FISCAL IMPACT

No anticipated impacts to General Fund. Any impacts are associated with the fee waivers adopted under Resolution R20-103.

BACKGROUND

On December 15, 2020, the Mono County Board of Supervisors adopted Resolution R20-103 which provided for several measures to streamline and support reconstruction resulting from Mountain View Fire recovery. One of the adopted measures included standards for placing Temporary Emergency Dwellings (TEDs) such as, but not limited to, trailers and recreational vehicles (RVs) on a property while the primary damaged/destroyed residential unit is reconstructed without a Director Review permit. Specific, on-the-ground conditions that were not known at the time are now apparent, and revisions to the adopted TED standards are being proposed in response.

DISCUSSION

A redline version of the proposed revisions to the TED standards is provided in Attachment 1. The issues that have been raised include the need for two TEDs to accommodate larger families, placement on a different property than the damaged/destroyed structure, and concern that expiration timelines cannot be met due to a severe shortage in available project designers and contractors. The following summary of revisions is intended to address these issues:

- 6.a. provides an exception to allow two TEDs on a parcel if the size of the TED (either square footage or number of bedrooms) is significantly less than the destroyed structure and therefore the family needs more room than one TED can provide.
- 6.b. allows a TED to be placed on a different property than the damaged/destroyed structure, providing all other standards are met.
- 6.c. extends the timelines for a TED on the parcel: 1) up to three years to submit a complete building permit (with an allowance for an extension with a written timeline quote from a design professional), and 2) up to three years to complete construction of the permanent residence (with an allowance for an extension by the Building Official).

The adopting resolution specifies that the revised TED Standards apply retroactively and supersede and replace the previous TED standards originally adopted with Resolution R20-103. Property owners who have already submitted signed TED forms would not need to resubmit; these new adopted standards would simply be applied instead.

Please contact Wendy Sugimura (760-924-1814, wsugimura@mono.ca.gov) with any questions.

ATTACHMENTS

1. Redline version of proposed revisions to the Temporary Emergency Dwelling (TED) Standards
2. Proposed Resolution with Exhibit A (Temporary Emergency Dwelling Standards – clean version with revisions)

EXHIBIT A

TEMPORARY EMERGENCY DWELLING (TED) STANDARDS

To protect the residents, the following conditions are set forth for occupancy on parcels with structures destroyed by the fire.

1. Right of entry to the parcel is subject to the Mono County Public Health Department Public Health Order dated 19 November 2020 until modified or rescinded.
2. A Temporary Emergency Dwelling (TED) shall include provisions for sleeping, eating, cooking, sanitation and water supply and includes:
 - a. A recreational vehicle (RV) registered or licensed with the CA Department of Motor Vehicles that is mobile under its own power or through towing/carrying by another vehicle and is not intended to be inhabited on a permanent basis. Examples include a motor home, travel trailer, fifth wheel, free standing cab-over camper, tiny home on wheels, and similar units designed for human habitation and emergency occupation.
 - b. Mobile home / Manufactured Dwelling, which is a structure certified under the National Manufactured Housing Construction and Safety Standards Act of 1974 and designed for, or occupied exclusively by, one family.
3. Placement of a TED is subject to the following requirements of the Mono County Environmental Health Division: hazardous waste material management and clean up, well and septic approvals and permits.
4. No other imminent health and safety hazards exist on the parcel, as determined at the discretion of the Director of Environmental Health.
5. Addressing:
 - a. Locations: Existing addresses for the property shall be placed in a visible location at the entrance to the property and/or near the TED at the following location:
 - i. If the driveway branches within the property to multiple dwellings on the property, an address sign shall also be placed at the intersection indicating the direction to each dwelling.
 - b. Size and Type of address numbers / letters: Per Section 505.1 of the 2019 California Fire Code, lettering shall be a minimum of 4 inches in height with a 0.5-inch stroke on a reflective or contrasting background.
6. The following requirements apply to the placement of a TED:
 - a. One TED is allowed per destroyed residence; an exception may be made if the square footage or number of bedrooms of the TED is significantly less than the original residence, as determined by the Community Development Director. No more than not to exceed a maximum of two (2) TEDs are permitted per parcel, unless otherwise approved by the Community Development Director based on: Proof of more than two legal residences, shall be required.
 - b. The TED is only occupied by persons who resided on the parcel in the damaged/destroyed home and are now displaced due to the fire. An exception may be made for displaced persons to occupy a TED on a different property while rebuilding the damaged/destroyed residence provided the APN of the damaged/destroyed residence and the APN of the TED are both recorded and other standards are also met.
 - c. Use of any TED is subject to the following timelines: 1) Up to three years to submit a complete building permit for the permanent reconstructed residence shall not exceed 18 months from the date of written notification from the property owner to the Community Development Department, which may be extended by the Community Development Director based on a written quote or contract from a design professional exceeding the allotted timeframe; and 2) Up to three years to complete construction of the permanent reconstructed residence -or until the certificate of occupancy is issued, continue after final construction approval for the reconstructed dwelling unit, whichever occurs first. The Building Official Community Development Director may issue

~~extensions for the building permit beyond three years provided sufficient evidence of extenuating circumstances, up to a total of three years from the date a building permit is issued for the residential unit provided a written request is submitted detailing the justification and need for the extension.~~ The TED must no longer be occupied as a temporary dwelling upon issuance of the Certificate of an Occupancy Permit or expiration of the timeframes, whichever occurs first.

Unless otherwise approved by the Community Development Director, the TED must be removed from the parcel once no longer used for that purpose.

- d. Placement of the TED meets the following setbacks:
 - i. Minimum setbacks for the property's land use designation.
 - ii. A TED shall not be placed in any easements.
 - e. Use of the TED is not detrimental to public health, safety or general welfare or create a public nuisance.
 - f. If applicable, separate access to the fire debris cleanup work area and to TED should be provided or residents should refrain from utilizing shared access during those periods when active fire debris clean-up operations are occurring.
 - g. Residents should take proper precautions to protect from ash, hazardous materials, and injury, which may include sheltering in the TED while on the parcel when not otherwise performing essential outdoor on-site, work and wearing appropriate PPE including N95 respirators, appropriate clothing, and if applicable, gloves. Residents shall refrain from approaching active cleanup operations. Contact the Environmental Health Division for further guidance.
7. The Community Development Director, within her sole discretion, may accept alternatives to these standards that offer similar protections, or impose additional requirements, based on specific site conditions to protect public health.

MY SIGNATURE BELOW ACKNOWLEDGES THAT I FULLY UNDERSTAND AND AGREE WITH THE TERMS AND CONDITIONS STATED ABOVE:

PROPERTY APN/ADDRESS: _____

APPLICANT NAME (printed): _____

APPLICANT SIGNATURE: _____ DATE: _____



RESOLUTION R21-___

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
REVISING STANDARDS FOR THE PLACEMENT OF TEMPORARY EMERGENCY
DWELLINGS TO FACILITATE RECONSTRUCTION
ASSOCIATED WITH MOUNTAIN VIEW FIRE RECOVERY**

WHEREAS, in November 2020, the Mountain View Fire ravaged the community of Walker in Mono County and destroyed approximately 143 structures, including at least 74 homes; and

WHEREAS, the Mono County Board of Supervisors proclaimed a local state of emergency on November 17, 2020; the Governor issued a Proclamation of a State of Emergency on November 19, 2020; and the Mono County Health Officer proclaimed a local health emergency due to conditions of extreme peril caused by the Mountain View Fire; and

WHEREAS, as a result of the fire, over 70 families and individuals lost their homes, many of whom have no permanent alternative place of residence and no means to protect their property as they begin the slow process of clearing their land, addressing hazards and safety issues, and rebuilding; and

WHEREAS, the Mono County Board of Supervisors adopted Resolution R20-103 on December 15, 2020, authorizing, among other things, the temporary placement of recreational vehicles (RVs) on vacant property during construction of a main building without a Director Review Permit subject to the Temporary Emergency Dwelling (TED) Standards attached to the Resolution; and

WHEREAS, specific, on-the-ground conditions and a severe shortage of construction professionals, including both designers and contractors, which were not known to exist at the time the Board adopted Resolution R20-103, are now apparent, and necessitate the revision of the TED Standards to support reconstruction and fire recovery.

NOW, THEREFORE, THE MONO COUNTY BOARD OF SUPERVISORS DOES HEREBY RESOLVE that:

SECTION ONE: The Board of Supervisors finds and declares that revisions to the previously adopted TED Standards included in Exhibit A are necessary in light of recently discovered barriers including challenging on-the-ground conditions and a shortage of design and construction professionals.

SECTION TWO: The Board further finds that it is now necessary to allow multiple TEDs when needed to provide adequate living space to survivors; to allow a TED to be placed on a property other than where the main residence was destroyed; and to extend the timeline for

1 submitting a building permit and completing construction due to the shortage of design and
2 construction professionals.

3 **SECTION THREE:** The Board further finds and declares that the revised TED
4 Standards in Exhibit A are hereby adopted, apply retroactively, and supersede and replace the
5 TED Standards originally adopted with R20-103.

6 **SECTION FOUR:** The Board further finds and declares that the revised TED Standards
7 qualify under the California Environmental Quality Act (CEQA) Section 15303 Exemption –
8 New Construction or Conversion of Small Structures. An RV on the property during cleanup of
9 the property and reconstruction of structures destroyed by the fire are no more impactful than
10 new construction of one single-family residence or a second dwelling unit in a residential zone
11 (§15303(a)) or a duplex or similar multi-family structure totaling no more than four dwelling
12 units (§15303(b)).

13 **PASSED, APPROVED AND ADOPTED** this 16th day of March, 2021, by the following vote of
14 the Board:

15 AYES :

16 NOES :

17 ABSENT :

18 ABSTAIN :

19 _____
20 Jennifer Kreitz, Chair

21 ATTEST:

22 APPROVED AS TO FORM:

23 _____
24 Queenie Barnard
25 Clerk of the Board

26 _____
27 Stacey Simon
28 County Counsel

EXHIBIT A

TEMPORARY EMERGENCY DWELLING (TED) STANDARDS

To protect the residents, the following conditions are set forth for occupancy on parcels with structures destroyed by the fire.

1. Right of entry to the parcel is subject to the Mono County Public Health Department Public Health Order dated 19 November 2020 until modified or rescinded.
2. A Temporary Emergency Dwelling (TED) shall include provisions for sleeping, eating, cooking, sanitation and water supply and includes:
 - a. A recreational vehicle (RV) registered or licensed with the CA Department of Motor Vehicles that is mobile under its own power or through towing/carrying by another vehicle and is not intended to be inhabited on a permanent basis. Examples include a motor home, travel trailer, fifth wheel, free standing cab-over camper, tiny home on wheels, and similar units designed for human habitation and emergency occupation.
 - b. Mobile home / Manufactured Dwelling, which is a structure certified under the National Manufactured Housing Construction and Safety Standards Act of 1974 and designed for, or occupied exclusively by, one family.
3. Placement of a TED is subject to the following requirements of the Mono County Environmental Health Division: hazardous waste material management and clean up, well and septic approvals and permits.
4. No other imminent health and safety hazards exist on the parcel, as determined at the discretion of the Director of Environmental Health.
5. Addressing:
 - a. Locations: Existing addresses for the property shall be placed in a visible location at the entrance to the property and/or near the TED at the following location:
 - i. If the driveway branches within the property to multiple dwellings on the property, an address sign shall also be placed at the intersection indicating the direction to each dwelling.
 - b. Size and Type of address numbers / letters: Per Section 505.1 of the 2019 California Fire Code, lettering shall be a minimum of 4 inches in height with a 0.5-inch stroke on a reflective or contrasting background.
6. The following requirements apply to the placement of a TED:
 - a. One TED is allowed per destroyed residence; an exception may be made if the square footage or number of bedrooms of the TED is significantly less than the original residence, as determined by the Community Development Director. No more than two (2) TEDs are permitted per parcel, unless otherwise approved by the Community Development Director based on proof of more than two legal residences.
 - b. The TED is only occupied by persons who resided on the parcel in the damaged/destroyed home and are now displaced due to the fire. An exception may be made for displaced persons to occupy a TED on a different property while rebuilding the damaged/destroyed residence provided the APN of the damaged/destroyed residence and the APN of the TED are both recorded and other standards are also met.
 - c. Use of any TED is subject to the following timelines: 1) Up to three years to submit a complete building permit for the permanent reconstructed residence from the date of written notification from the property owner to the Community Development Department, which may be extended by the Community Development Director based on a written quote or contract from a design professional exceeding the allotted timeframe; and 2) Up to three years to complete construction of the permanent reconstructed residence or until the certificate of occupancy is issued, whichever occurs first. The Building Official may issue extensions for the building permit beyond three years provided sufficient evidence of extenuating circumstances. The TED must

Exhibit A

no longer be occupied as a temporary dwelling upon issuance of the Certificate of Occupancy or expiration of the timeframes, whichever occurs first. Unless otherwise approved by the Community Development Director, the TED must be removed from the parcel once no longer used for that purpose.

- d. Placement of the TED meets the following setbacks:
 - i. Minimum setbacks for the property's land use designation.
 - ii. A TED shall not be placed in any easements.
 - e. Use of the TED is not detrimental to public health, safety or general welfare or create a public nuisance.
 - f. If applicable, separate access to the fire debris cleanup work area and to TED should be provided or residents should refrain from utilizing shared access during those periods when active fire debris clean-up operations are occurring.
 - g. Residents should take proper precautions to protect from ash, hazardous materials, and injury, which may include sheltering in the TED while on the parcel when not otherwise performing essential outdoor on-site, work and wearing appropriate PPE including N95 respirators, appropriate clothing, and if applicable, gloves. Residents shall refrain from approaching active cleanup operations. Contact the Environmental Health Division for further guidance.
7. The Community Development Director, within her sole discretion, may accept alternatives to these standards that offer similar protections, or impose additional requirements, based on specific site conditions to protect public health.

MY SIGNATURE BELOW ACKNOWLEDGES THAT I FULLY UNDERSTAND AND AGREE WITH THE TERMS AND CONDITIONS STATED ABOVE:

PROPERTY APN/ADDRESS: _____

APPLICANT NAME (printed): _____

APPLICANT SIGNATURE: _____ DATE: _____



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

REGULAR AGENDA REQUEST

Print

MEETING DATE March 16, 2021

Departments: Community Development Department

TIME REQUIRED 5 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Wendy Sugimura, Community
Development Director

SUBJECT Planning Commission Appointments

AGENDA DESCRIPTION:

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

Appoint/Reappoint Planning Commissioners to serve new four year terms on the Planning Commission.

RECOMMENDED ACTION:

- 1) Reappoint Scott Bush, with term expiring March 1, 2025, to the Mono County Planning Commission as recommended by Supervisor Peters; and
- 2) Appoint Jora Fogg, with term expiring March 1, 2025, to the Mono County Planning Commission as recommended by Supervisor Gardner; and
- 3) Reappoint Roberta Lagomarsini, with term expiring March 1, 2025, to the Mono County Planning Commission as recommended by Supervisor Duggan.

FISCAL IMPACT:

No impact beyond budgeted expenses.

CONTACT NAME: Wendy Sugimura

PHONE/EMAIL: 7609241814 / wsugimura@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

History

Time

Who

Approval

3/11/2021 12:57 PM	County Counsel	Yes
3/12/2021 7:19 AM	Finance	Yes
3/12/2021 12:28 PM	County Administrative Office	Yes

Mono County Community Development Department

P.O. Box 347
Mammoth Lakes, CA 93546
(760) 924-1800, fax 924-1801
www.monocounty.ca.gov

P.O. Box 8
Bridgeport, CA 93517
(760) 932-5420, fax 932-5431
www.monocounty.ca.gov

March 16, 2021

To: Honorable Mono County Board of Supervisors
From: Wendy Sugimura, Director, for Supervisors Peters, Gardner and Duggan
RE: Planning Commission Appointments

RECOMMENDATION:

1. Reappoint Scott Bush, with term expiring March 1, 2025, to the Mono County Planning Commission as recommended by Supervisor Peters; and
2. Appoint Jora Fogg, with term expiring March 1, 2025, to the Mono County Planning Commission as recommended by Supervisor Gardner; and
3. Reappoint Roberta Lagomarsini, with term expiring March 1, 2025, to the Mono County Planning Commission as recommended by Supervisor Duggan.
4. Direct staff to bring back a resolution of appreciation for Dan Roberts' service.

FISCAL IMPACT:

No impact beyond budgeted expenses.

BACKGROUND:

The Mono County Planning Commission consists of five commissioners appointed by the Board of Supervisors, with each Supervisor entitled to nominate one commissioner. The term of each commissioner expires March 1st following the date of the nominating supervisor's term expiration. The Planning Commission currently has three seats with terms that expired March 1, 2021. The next regularly scheduled Planning Commission meeting at which the new commissioners would be seated is March 18, 2021.

The Planning Commission is charged with 1) acting as an advisory board to the Board of Supervisors on all planning and development issues, such as General Plan and code amendments, 2) assuring the General Plan is implemented by reviewing and approving development applications on a case-by-case basis, such as approval of use permits, variances, parcel and tract maps, specific plans, etc., and 3) compliance with the California Environmental Quality Act (CEQA).

Scott Bush was initially appointed by former Supervisor Tim Fesko and was reappointed by Supervisor Peters in 2017. Supervisor Peters is again nominating him for reappointment to a new four-year term. Mr. Bush is a resident of Walker, serves as a Jail Sergeant for the Mono County Sheriff's Department, and is the current chair of the RPAC and Planning Commission.

Jora Fogg is a June Lake resident and is being recommended to fill the seat previously held by Dan Roberts, also a June Lake resident. Ms. Fogg has served on the June Lake Citizens Advisory Committee since 2016 and has been active on the June Lake Trails Committee and Little Loopers childcare initiative. She is currently the policy director for the non-profit organization Friends of the Inyo. Supervisor Gardner is nominating her for a first appointment to a four-year term.

Roberta Lagomarsini was initially appointed by former Supervisor Fred Stump to fill a vacant seat and was reappointed to a full four-year term in 2017. Ms. Lagomarsini is a resident of Chalfant and is the current vice chair of the Commission. Supervisor Duggan is nominating her for reappointment to a new four-year term.

The other current members of the Planning Commission include Chris Lizza, a Lee Vining resident appointed at the request of Supervisor Corless, and Patricia Robertson, a resident of Mammoth Lakes appointed at the request of Supervisor Kreitz. Mr. Lizza is the former owner of the small business Mono Market in Lee Vining, and Ms. Robertson is the Executive Director of Mammoth Lakes Housing, a non-profit affordable housing organization.

The attached Mono County Code chapter provides further explanation of Planning Commission purpose, composition and duties. Each Board member recommending a planning commission appointment was consulted individually and independently by staff, in compliance with public meeting laws.

Please contact Wendy Sugimura at 760.924.1814 or wsugimura@mono.ca.gov with any questions.

ATTACHMENT:

Mono County Code Chapter 2.36 Excerpt

Mono County Code Excerpt

Chapter 2.36 - PLANNING COMMISSION

2.36.010 - Creation of planning commission.

The Mono County planning commission is created to advise the board of supervisors and planning department and otherwise take such actions as are authorized or required by law. (Ord. 96-01 § 1 (part), 1996.)

2.36.020 - Membership—Terms—Vacancies.

- A. The planning commission consists of five members appointed by the board of supervisors, who shall be eligible voters of Mono County. Each supervisor shall be entitled to nominate one commission member.
- B. The term of each member appointed after the effective date of this section shall expire on March 1st following the date of the expiration of the term of the nominating supervisor.
- C. Vacancies shall be filled by appointment for the unexpired portion of the term.
- D. Members of the planning commission may be removed by a majority of the board of supervisors for the following reasons:
 - 1. Failing to meet the following attendance requirements: a commissioner shall not have three consecutive unexcused absences for regular meetings, nor may a commissioner miss five or more regular meetings in any twelve-month period;
 - 2. Acting inappropriately, in the board's opinion, in matters regarding conflict of interest;
 - 3. Failing to carry out commissioner duties over a period of time due to a frequent inability to vote, caused by repeated conflict of interest issues;
 - 4. Failing to carry out the duties of commissioner by abstaining on issues when there are no apparent conflict of interest issues;
 - 5. Other enumerated causes which, in the opinion of a majority of the board, are reflected in the commissioner's failure to carry out the duties of the commission, or bringing discredit to the county of Mono. (Ord. 07-01 § 1, 2007; Ord. 96-01 § 1 (part), 1996.)

2.36.060 - Duties.

- A. The planning commission shall have such duties and take such actions as are required by this code, assigned by the board of supervisors or otherwise required by law.
- B. The planning commission shall act as the principal advisory body to the board of supervisors on planning matters. (Ord. 96-01 § 1 (part), 1996.)



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

REGULAR AGENDA REQUEST

Print

MEETING DATE March 16, 2021

Departments: Clerk of the Assessment Appeals Board

TIME REQUIRED	20 minutes (15 minute presentation; 5 minute discussion)	PERSONS APPEARING BEFORE THE BOARD	Scheereen Dedman, Assistant Clerk of the Assessment Appeals Board
SUBJECT	Assessment Appeals Board Presentation		

AGENDA DESCRIPTION:

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

This item is a presentation of an overview of the Assessment Appeals Board, including it's purpose, assessment types, appeal / hearing schedule, the appeal process, and the local rules. This item will also review proposed amendments to the Mono County Assessment Appeals Board Local Rules (Exhibit A), approved by the Assessment Appeals Board at it's annual business meeting in July 2020.

RECOMMENDED ACTION:

- 1) Receive presentation; and
- 2) Approve proposed amendments to the Mono County Assessment Appeals Board Local Rules.

FISCAL IMPACT:

None.

CONTACT NAME: Scheereen Dedman

PHONE/EMAIL: x5538 / sdedman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
PowerPoint presentation
Exhibit A - Proposed Amendments to Local Rules

History

Time	Who	Approval
3/7/2021 3:50 PM	County Counsel	Yes
3/12/2021 7:21 AM	Finance	Yes
3/12/2021 12:29 PM	County Administrative Office	Yes



C L E R K – R E C O R D E R – R E G I S T R A R
C O U N T Y O F M O N O

P.O. BOX 237, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5530 • FAX (760) 932-5531

Shannon Kendall
Clerk-Recorder-Registrar
760-932-5533
skendall@mono.ca.gov

Scheereen Dedman
Asst. Clerk-Recorder-Registrar
760-932-5538
sdedman@mono.ca.gov

To: Honorable Board of Supervisors
From: Scheereen Dedman, Assistant Clerk of the Assessment Appeals Board
Date: March 16, 2021

Subject:

Assessment Appeals Board Workshop

Discussion:

This item is a presentation of an overview of the Assessment Appeals Board, including its purpose, assessment types, appeal / hearing schedule, the appeal process, and the local rules; This item will also review proposed amendments to the Mono County Assessment Appeals Board Local Rules (Exhibit A), approved by the Assessment Appeals Board at its annual business meeting in July 2020.

Recommendation:

(1) Receive presentation; and (2) Approve proposed amendments to the Mono County Assessment Appeals Board Local Rules.

Fiscal Impact:

None.

Scheereen Dedman,
Asst. County Clerk-
Recorder-Registrar-
Clerk of Board of
Supervisors

Tuesday, March 16,
2021

Mono County Assessment Appeals Board Workshop

Overview

- What is an Assessment Appeal
- Assessment Types and Appeal Deadlines
- Board Structure and Meeting Schedule
- Assessment Appeal Process
- Working with the Assessor's Office
- Mono County Statistics

Description, Purpose, and Function of the Assessment Appeals Board (AAB)

- Created by Section 16 of article XIII of the CA Constitution
- Provides Taxpayers with a venue to have their property tax assessment reviewed outside of the Assessor's Office
- Boards are quasi-judicial bodies consisting of impartial persons who hear evidence from both parties (property owner and Assessor)
- The Board "equalizes" the proper value of property Applications are resolved by:
 - Stipulation
 - Withdrawal
 - Hearing

ASSESSMENT APPEAL APPLICATION

This form contains all of the requests for information that are required for filing an application for changed assessment. Failure to complete this application may result in rejection of the application and/or denial of the appeal.

FILING FEE:

A non-refundable filing fee of \$17.70 for each application/parcel will be charged and must be included at the time of filing the application. Payment can be made by check, money order, or cash.

Send application and fee to P.O. Box 237, Bridgeport, CA 93517

APPLICATION NUMBER: Clerk Use Only

1. APPLICANT INFORMATION - PLEASE PRINT

NAME OF APPLICANT (LAST, FIRST, MIDDLE INITIAL), BUSINESS, OR TRUST NAME

EMAIL ADDRESS

MAILING ADDRESS OF APPLICANT (STREET ADDRESS OR P. O. BOX)

CITY STATE ZIP CODE DAYTIME TELEPHONE ALTERNATE TELEPHONE FAX TELEPHONE

2. CONTACT INFORMATION - AGENT, ATTORNEY, OR RELATIVE OF APPLICANT IF APPLICABLE - (REPRESENTATION IS OPTIONAL)

NAME OF AGENT, ATTORNEY, OR RELATIVE (LAST, FIRST, MIDDLE INITIAL)

EMAIL ADDRESS

COMPANY NAME

CONTACT PERSON IF OTHER THAN ABOVE (LAST, FIRST, MIDDLE INITIAL)

MAILING ADDRESS (STREET ADDRESS OR P. O. BOX)

CITY STATE ZIP CODE DAYTIME TELEPHONE ALTERNATE TELEPHONE FAX TELEPHONE

AUTHORIZATION OF AGENT

The following information must be completed (or attached to this application - see instructions) unless the agent is a licensed California attorney as indicated in the Certification section, or a spouse, child, parent, registered domestic partner, or the person affected.

SIGNATURE OF APPLICANT, OFFICER, OR AUTHORIZED EMPLOYEE TITLE DATE

3. PROPERTY IDENTIFICATION INFORMATION

Yes No Is this property a single-family dwelling that is occupied as the principal place of residence by the owner?

ENTER APPLICABLE NUMBER FROM YOUR NOTICE/TAX BILL

Table with columns: ASSESSOR'S PARCEL NUMBER, ASSESSMENT NUMBER, FEE NUMBER, ACCOUNT NUMBER, TAX BILL NUMBER, PROPERTY ADDRESS OR LOCATION, DOING BUSINESS AS (DBA), if appropriate

PROPERTY TYPE

- SINGLE-FAMILY / CONDOMINIUM / TOWNHOUSE / DUPLEX
MULTI-FAMILY/APARTMENTS: NO. OF UNITS
COMMERCIAL/INDUSTRIAL
BUSINESS PERSONAL PROPERTY/FIXTURES
AGRICULTURAL
MANUFACTURED HOME
WATER CRAFT
OTHER
POSSESSORY INTEREST
VACANT LAND
AIRCRAFT

Table with columns: 4. VALUE, A. VALUE ON ROLL, B. APPLICANT'S OPINION OF VALUE, C. APPEALS BOARD USE ONLY. Rows include LAND, IMPROVEMENTS/STRUCTURES, FIXTURES, PERSONAL PROPERTY, MINERAL RIGHTS, TREES & VINES, OTHER, TOTAL, PENALTIES.

THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

5. TYPE OF ASSESSMENT BEING APPEALED

- REGULAR ASSESSMENT - VALUE AS OF JANUARY 1 OF THE CURRENT YEAR
SUPPLEMENTAL ASSESSMENT
ROLL CHANGE
ESCAPE ASSESSMENT
CALAMITY REASSESSMENT
PENALTY ASSESSMENT

6. REASON FOR FILING APPEAL (FACTS)

- DECLINE IN VALUE
CHANGE IN OWNERSHIP
NEW CONSTRUCTION
CALAMITY REASSESSMENT
BUSINESS PERSONAL PROPERTY/FIXTURES
PENALTY ASSESSMENT
CLASSIFICATION/ALLOCATION
APPEAL AFTER AN AUDIT

7. WRITTEN FINDINGS OF FACTS (\$ per)

Are requested. Are not requested.

8. THIS APPLICATION IS DESIGNATED AS A CLAIM FOR REFUND

Yes No

CERTIFICATION

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing and all information hereon, including any accompanying statements or documents, is true, correct, and complete to the best of my knowledge and belief...

SIGNATURE (Use Blue Pen - Original signature required on paper-filed application) SIGNED AT (CITY, STATE) DATE

FILING STATUS (IDENTIFY RELATIONSHIP TO APPLICANT NAMED IN SECTION 1)

- OWNER
AGENT
ATTORNEY
SPOUSE
REGISTERED DOMESTIC PARTNER
CHILD
PARENT
PERSON AFFECTED
CORPORATE OFFICER OR DESIGNATED EMPLOYEE

Assessment Appeals Board

- Resources

[Formal Appeal](#)

[Local Rules](#)

Contact Information

Shannon Kendall
Clerk of Assessment Appeals
(760) 932-5533
skendall@mono.ca.gov

Upcoming Events

Assessment Appeal Board
02/24/2021 - 9:00am

[View the Assessment Appeals Board Calendar](#)

Resources

Formal Appeal and Request to be heard before the Assessment Appeals Board
Please read our "It's Your Turn to be Heard" Brochure.

An application for changed assessment form is available below. Send completed application to:

Mono County Clerk's Office
Attn: Assessment Appeals Board
PO Box 237
Bridgeport, CA 93517-0715

[Read more](#)

Assessment Appeals Board Local Rules

The local rules for the assessment appeals board are available below.

[Read more](#)



Vacant

Filled

Regular Board
Member

Alternate

Jeff Mills
(Alternate)

Rick Liebersbach
(Regular)

Paul Oster
(Board Chair)

BOARD STRUCTURE



Regular Assessment: for annual assessments; can be appealed during the annual filing period July 2 to November 30.



Supplemental Assessment: for changes in ownership or completed construction; can be appealed within 60 days of notice.



Escape Assessment: for property under-assessed in the prior year; can be appealed within 60 days of notice.



Calamity Assessment: for property with at least \$10,000 of damage caused by a natural disaster; can be appealed within 6 months of notice.

Assessment Types



Statutorily required to hold business meeting annually.

Annual meeting every July

Adopt calendar for following year

Dates added as needed



Two-year limitations period.

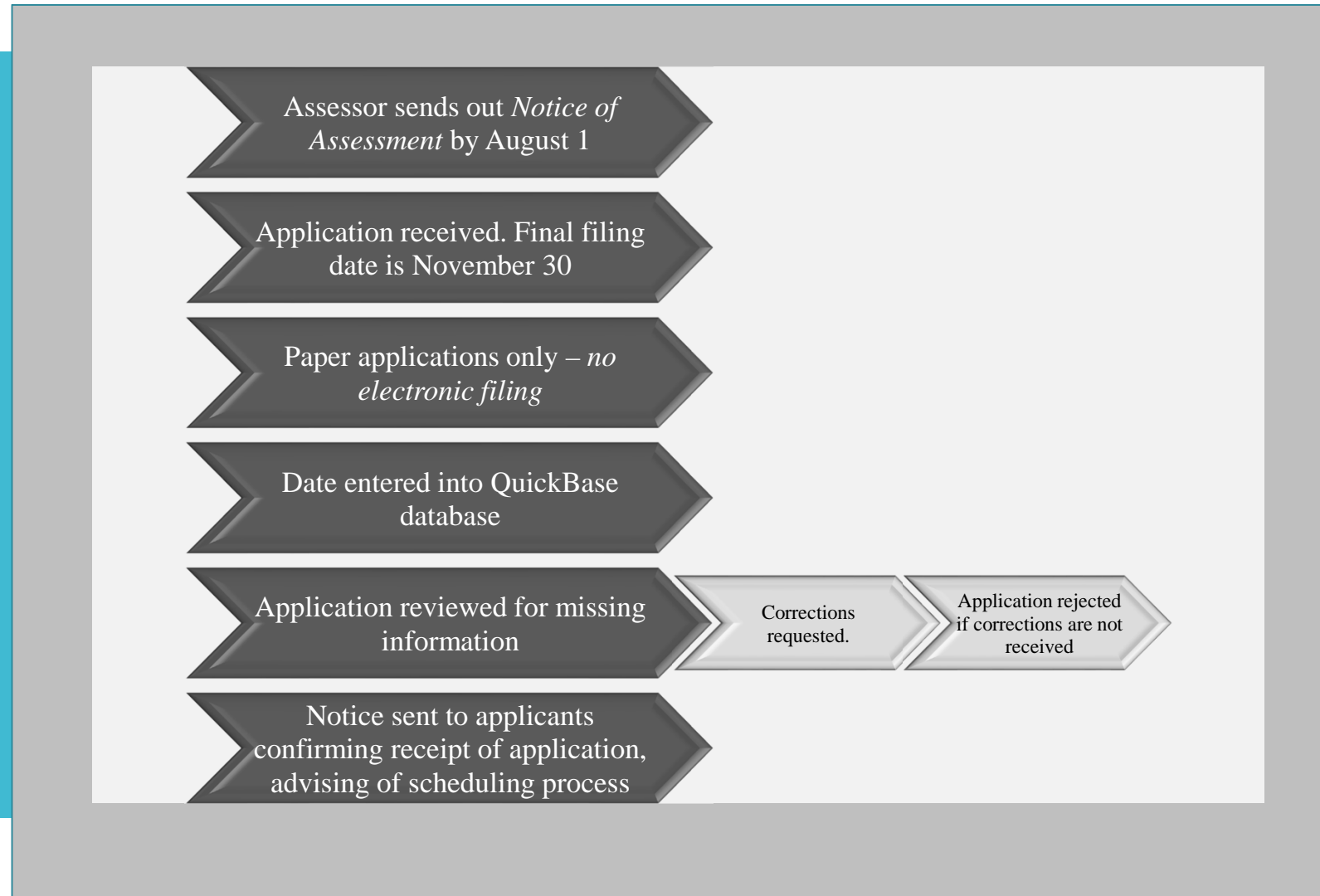
Ceiling vs. Baseline requirement

45-day hearing notice requirement

Use of waiver/tolling agreements

AAB Scheduling Process / Two-year Limitations Period

Assessment Appeal Process



Assessment Appeal Process

Hearing Date
Confirmation
Notice

Applicant must
confirm attendance
or request
postponement

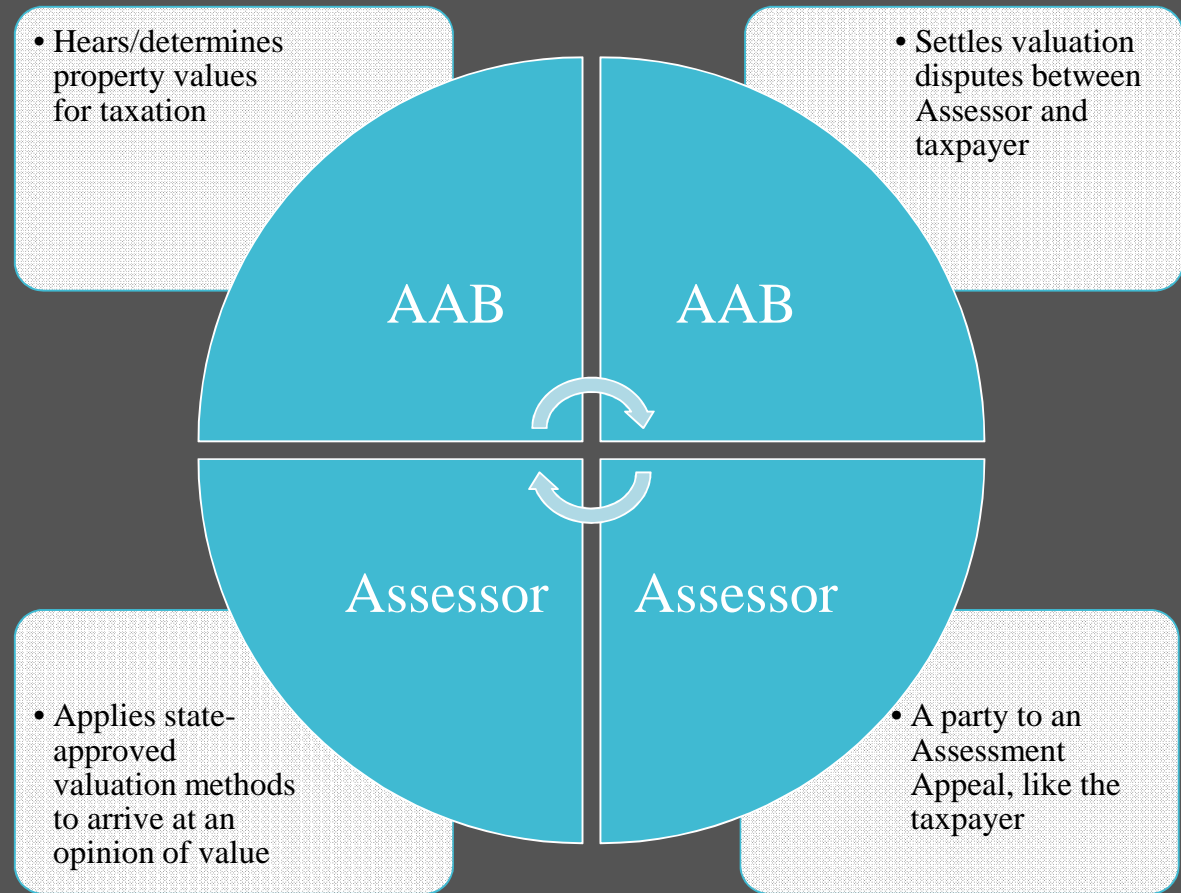
Assessor may also
request
postponement.

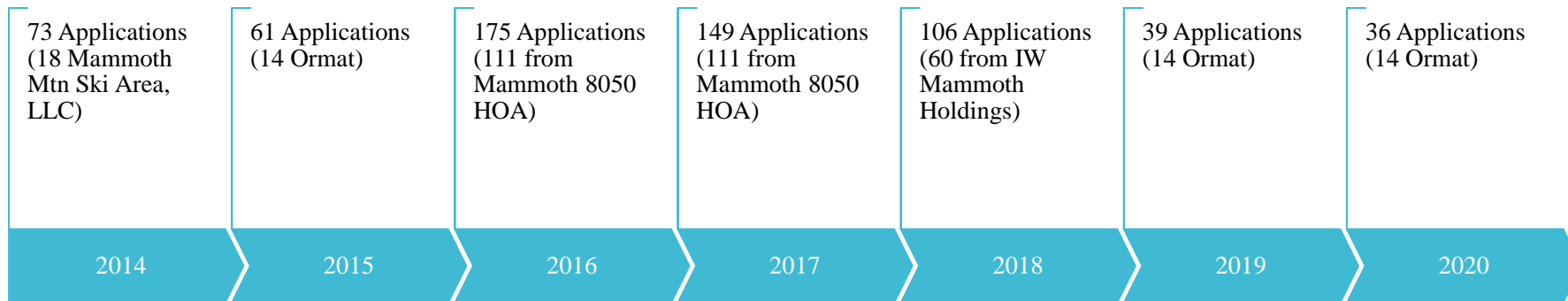
Agenda and
meeting
information

Sent to
Board and
Parties

Available
on Website

Assessment Appeals Board and the Assessor's Office





Total Number of Applications Filed

AAB membership and eligibility requirements

- Must be an attorney, appraiser, or broker for 5 years
- Must not have worked for the County Assessor for the past 3 years
- Interested, qualified members of the public will ultimately be brought in front of Board of Supervisors for appointment
- Revenue and Taxation Code 1624 further explains the vacancy/eligibility requirements
- Currently have two vacancies on the AAB.
 - Advertisements were completed
 - One interested individual submitted application
 - Appointment of this individual is included as part of today's recommended action

Mono County AAB Local Rules

- County local AAB Rules.
- Recommended Revisions to previous rules approved by AAB in August 2020.
- Assessor comment.

EXHIBIT A

REVISED

Proposed Amendments to Mono County Assessment Appeals Board Local Rules

1. Amend Local Rule III.G Pertaining to Pre-Hearing Conferences.

- Purposes: Revise (i) mandatory requirement for board use of pre-hearing conferences for “high value appeals” and (ii) amount of notice required for pre-hearing conferences to be consistent with California Property Tax Rule 305.2.

- Proposed Amendment No. 1 – Local Rule III.G(2)

High Value Appeals: All appeals that are designated ~~by the Board~~ as “high value appeals” under these Local Rules shall be scheduled for a pre-hearing conference at the Board’s discretion. not later than July 15 of the year following the calendar year in which the appeals are filed or, for appeals filed outside the normal appeal period, within one (1) year of the date of filing of the appeal. Thereafter, further pre-hearings shall be conducted at least once every one-hundred eighty (180) days At the Board’s discretion, additional pre-hearing conferences may be conducted as needed until the case is heard and decided or otherwise resolved.

- Proposed Amendment No. 2 – Local Rule III.G(4)

Notice of Preconference Hearing: The Clerk shall set the matter for a pre-hearing conference and send a Notice of Hearing not less than ~~45-30~~ days prior to the conference, unless the parties stipulate orally or in writing to a shorter notice period. The Notice of Hearing may include direction from the Board to submit a pre-hearing status report regarding specific issues.

2. Amend Local Rule II.G to Clarify Standard for Untimely Appeals Applications

- Purposes: Revise to make clear that applications and re-submittals of corrected application with only a private business meter postmark (and no U.S. Postal Service postmark) received by the Clerk after the filing or correction deadline shall not be deemed timely filed.

- Proposed Amendment

[...]

1) Untimely Applications: The Clerk shall determine if an application is timely filed as follows:

- a) Any application or re-submittal of a corrected application, that is filed by mail or personal delivery and received at the Clerk’s office no later than 5:00 p.m. of

EXHIBIT A

the last day of that application's applicable filing or correction deadline is timely filed.

b) Any application or re-submittal of a corrected application, that is filed by mail that has the postage prepaid, is properly addressed, and bears a U.S. postmark date no later than the last day of that application's applicable filing or correction deadline shall be deemed timely filed.

c) An application or re-submittal of a corrected application filed by mail that bears both a private business postage meter postmark date and a U.S. Postal Service postmark date will be deemed to have been filed on the date that is the same as the U.S. Postal Service postmark date, even if the private business postage meter date is the earlier of the two postmark dates.

d) An application or re-submittal of a corrected application filed by mail that bears only a private business postage meter postmark date and is received by the Clerk after the applicable filing or correction deadline shall not be deemed timely filed.

~~de~~) If the last day of the filing period falls on Saturday, Sunday, or a legal holiday, an application that is properly addressed, mailed, and postmarked on the next business day or received by the Clerk on the next business day shall be deemed timely filed. If the county's offices are closed for business prior to 5 p.m. or for the entire day on which the deadline for filing falls, that day shall be considered a legal holiday.

[...]

3. Amend Local Rule II.I Regarding Consolidation of Appeal Applications

- Purposes: Revise to be consistent with California Property Tax Rule 305(h).
- Proposed Amendment

Consolidation of Applications

~~Multiple applications presenting the same or substantially related issues may be consolidated for hearing. The board, on its own motion or on a timely request of the applicant or applicants or the assessor, may consolidate multiple applications when the applications present the same or substantially related issues of valuation, law, or fact. If applications are consolidated, the board shall notify all parties of the consolidation as soon as practicable.~~

4. Amend Local Rule III.C Regarding Postponement of Hearings

- Purpose: Revise to clarify requirement and Clerk's authority.
- Proposed Amendment – Local Rule III.C

EXHIBIT A

Request for Postponement. ~~Each~~ Subject to the time limitations set forth in Rule III.C(2) below, each party to the appeal is entitled to one postponement of a scheduled hearing, ~~if the request for postponement is received within 120 days of the expiration of the two-year limitation.~~ The postponement can be initiated by submitting a written request to the Clerk or submitting the Hearing Confirmation Letter with the appropriate box marked to request a postponement. The request must be delivered to the Clerk's office no later than 21 days prior to the scheduled hearing date; however, requests for postponement shall be considered as far in advance of the hearing date as practicable.

[...]

2) Untimely/Subsequent Request: Untimely postponement requests (i.e., those requests submitted later than 21 days prior to the scheduled hearing date) and requests subsequent to the first postponement, shall be granted only upon showing of good cause. Such requests must be submitted to the Clerk in writing and describe unforeseen and compelling circumstances which made a timely request for postponement impossible or impracticable. The request will be presented to the Assessment Appeals Board on the scheduled hearing date. The Board will consider the request and take action to approve or deny the request.

[...]

4) Clerk's Authority: The Clerk shall have the authority to grant (i) all postponements which are a matter of right and (ii) all postponements based on a stipulation by Applicant and the Assessor. ~~Requests for postponement shall be considered as far in advance of the hearing date as practicable. Clerk shall have no authority to grant any untimely postponement request or any request to postpone subsequent to the first postponement.~~

5. Amend Local Rule III.B Regarding Hearing Confirmation Form ("Blue Letter")

- Purpose: Revise provision to require an applicant to enter into a written agreement extending and tolling the two-year limitations period if a hearing is postponed due to applicant's failure to timely return the Hearing Confirmation Form.

- Proposed Amendment – Local Rule III.B

[...]

If the Applicant fails to return the completed confirmation notice form, as required, and appears on the scheduled date of hearing, the Board shall, at the Assessor's request, postpone the hearing to a date at the discretion of the Board. The failure to timely return the completed Hearing Confirmation Form shall be deemed to be a postponement request by the Applicant for purposes of Rule 26. If the hearing date is within ninety (90) days of the expiration of the two-year limitations period for hearings set by Revenue and Taxation Code Section 1604 (c), the Board ~~may~~ shall require

EXHIBIT A

the Applicant to enter into a written agreement extending and tolling the two-year limitations period as a condition of the postponement.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE March 16, 2021

TIME REQUIRED

SUBJECT Closed Session - Labor Negotiations

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Bob Lawton, Stacey Simon, Janet Dutcher, and Dave Wilbrecht. 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). Unrepresented employees: All.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p>No Attachments Available</p>
--

History

Time

Who

Approval



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE March 16, 2021

TIME REQUIRED

SUBJECT Closed Session - Public Employee
Evaluation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

PUBLIC EMPLOYEE PERFORMANCE EVALUATION. Government Code section 54957. Title: County Counsel.

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 March 16, 2021

Departments: CAO, Board of Supervisors

TIME REQUIRED 30 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

David Wilbrecht, Special Projects
Coordinator

SUBJECT Justice, Equity, Diversity, and
Inclusion (JEDI) Update

AGENDA DESCRIPTION:

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

Update on implementing the Board's Justice, Equity, Diversity, and Inclusion (JEDI) Initiative.

RECOMMENDED ACTION:

No recommended action required at this time.

FISCAL IMPACT:

At the mid-year budget, the Board of Supervisors approved \$30,000 for the JEDI Initiative. A portion of these funds are being used for the next steps in implementing the Board's JEDI Initiative. Staff is coordinating and finalizing a Professional Services Agreement with Dr. Rita Cameron Wedding for the implementation as directed by the Board of Supervisors in Resolution R20-93 approved on October 13, 2020. The Professional Services Agreement is divided into three phases with fees of \$6,500 per phase for a total of \$19,500.

CONTACT NAME: David Wilbrecht

PHONE/EMAIL: / dwilbrecht@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Racial Impact Assessment Tool
Resolution
Correspondence - Stavlo

History

Time	Who	Approval
3/11/2021 12:57 PM	County Counsel	Yes
3/12/2021 7:29 AM	Finance	Yes
3/12/2021 12:29 PM	County Administrative Office	Yes



County of Mono

County Administrative

Robert Lawton
County Administrative Officer

John Craig
Assistant County Administrative Officer

Date: March 16, 2021
To: Honorable Board of Supervisors
From: David Wilbrecht, Special Projects Coordinator
Re: Justice, Equity, Diversity, and Inclusion (JEDI) Update

RECOMMENDATION:

No recommended action required at this time.

FISCAL IMPACT:

At the mid-year budget, the Board of Supervisors approved \$30,000 for the JEDI Initiative. A portion of these funds are being used for the next steps in implementing the Board's JEDI Initiative. Staff is coordinating and finalizing a Professional Services Agreement with Dr. Rita Cameron Wedding for the implementation as directed by the Board of Supervisors in Resolution R20-93 approved on October 13, 2020.

The Professional Services Agreement is divided into three phases with fees of \$6,500 per phase for a total of \$19,500.

DISCUSSION:

Phase 1 is the formation of the JEDI Commission which includes planning and implementation needed to form the Commission and creating partnerships with key stakeholders, associate members, and groups.

Phase 2 provides implicit bias training to Commissioners, staff and others. Using the implicit bias framework, Commissioners and associate members will be trained to identify and locate systemic racism that is the root of the problems in power and policies resulting in public health disparities. Phase 2 includes utilizing the Racial Impact Assessment Tool to identify and assess the power in policies and their effect on county service delivery.

Phase 3 is about training-the-trainers training for Commissioners and key stakeholders. This advanced training provides training to identify service delivery gaps and disparities in services and will recommend strategies to fill the gaps to achieve the JEDI Commission purposes.

Integrated into this process is recognition that there are both internal as well as external facing work needed regarding racism. This work includes but is not limited to reaching out to staff and citizens, communicating the Board's commitment to JEDI, and training. The internal element also includes recognizing policies and practices that might be racist to employees, in hiring practices or other employee centric practices that will

be identified and changes implemented to become race neutral. Outward or external facing work needs to be done to address racism that might be occurring within the scope of delivering services. This could occur within the definition of implicit bias, for example. The Racial Assessment Tool will be a key factor in helping us better understand potential racism in these areas.

BACKGROUND ON DR. CAMERON WEDDING:

Dr. Cameron Wedding was the Women's Studies Department Chair at Sacramento State University for 23 years and is currently a professor in the departments of Women's Studies and Ethnic Studies.

As a faculty for the National Council of Juvenile and Family Court Judges (NCJFCJ), she has trained judges at court improvement initiatives in over 40 states.

Dr. Cameron Wedding's curriculum Implicit Bias: Impact on Decision-Making, has been used to train judges, public defenders, practitioners in child welfare, juvenile justice, law enforcement, and education in jurisdictions throughout the United States since 2005.

Dr. Cameron Wedding has conducted implicit bias Train the Trainer Institutes, webinars, and curriculum development in numerous agencies and states throughout the country. Dr. Cameron Wedding's work includes trainings and keynotes on implicit bias for many organizations across the U.S. and the world, including:

- Texas New Judges College
- National Association of Children's Counsel
- Family Court of the Superior Court of the District of Columbia
- Child Abuse and Neglect Institutes in Reno, Louisville, and Atlanta
- New York State Judicial Institute
- Superior Court Judges in Hawaii and Illinois
- Michigan Judges Association

Dr. Cameron Wedding is a presenter for Georgetown University's Center for Juvenile Justice and Reform Conference. She serves on the governing board of Global Majority, an organization dedicated to peace and conflict resolution throughout the world.

Dr. Cameron Wedding is currently developing security officer train-the-trainer curriculum to be taught in various parts of the world for a multi-national technology company.

Bias: Impact on Decision-Making by, Dr. Rita Cameron Wedding

Racial Impact Assessment

The purpose of this assignment is to conduct a racial-impact assessment that could improve outcomes in any organization or department. The racial impact assessment will explore in-depth, racial discrepancies in the interpretation, enforcement and application of policies and practices at any decision-point (department, campus or state). This assignment will give us as a class, the opportunity to identify and discuss the racial impact of policies at key decision points and strategies that can reduce race and ethnic disparities.

Racial impact has historically been measured according to blatant and incontrovertible types of discrimination such as lynching cross-burning or the use of racial epithets. Today, most racial disparities result from implicit and unintended biases that are informed by stereotypes and obscured by colorblindness. As a result, most decision-makers (e.g., educators, law enforcement, mental health practitioners etc.) who claim they are color-blind are unaware of how race can influence the ways in which they interpret, enforce and apply the laws.

Institutional racism consists of established laws, customs and practices that systematically reflect and produce intentionally and unintentionally racial inequalities in American society. Individuals and institutions apply and create rules, guidelines, standards, procedures and practices that create racist effects. Institutional racism exists when gross and identifiable disparities occur on the basis of group membership, (e.g., identities of race, class and gender). Thus, in education, criminal justice, housing, health care, economics and labor force participation, if it can be shown that distinct racial differences exist, then what is observed is institutional racism (Robert Carter in Off White: Readings on Race, Power, and Society 1997).

Exercise

Based on the definition of “institutional racism” identify a policy or practice in your state, county or agency which you believe is interpreted, applied or enforced differentially by race/ethnicity, in ways that promote a racial impact. Focus on the race/ethnicity of group(s) that are the most impacted by this practice.

Instructions –Conducting the Racial Impact Assessment

- Describe the law, policy or practice you are assessing.
- What conclusions can you draw about the racial impact of the race and ethnic disparities of this law/policy or practice?
- At which decision point does the disparity occur?
- Are there any identifiable or observable behaviors that reflect racial bias?
- What is the stated intent of the law or policy?
- Discuss how the policy/practice appears to be race neutral on the surface but is enforced in ways that result in a racial impact.
- How might implicit bias, stereotyping and colorblindness contribute to the race, ethnic disparities?
- Provide data to support your assessment.
- Cite at least two sources either from our reading list or other sources to support your conclusions.

Your group should present its findings in a 15-minute presentation at our next class. The group presentation should be collaborative. Your presentation can include a PowerPoint presentation, video (YouTube), and group discussion etc.



R20-93

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
RECOGNIZING RACISM AS A PUBLIC HEALTH CRISIS AND
AFFIRMING MONO COUNTY’S COMMITMENT TO BUILDING
RACIAL EQUITY AND REDUCING DISPARITY**

WHEREAS, throughout our nation’s history, institutional and structural racism and injustice have led to deep and persistent racial disparities across all sectors and have had lasting negative consequences for Mono County; and

WHEREAS, racism results in the structuring of opportunity and assigning of value based solely on skin color and other physical characteristics, which unfairly disadvantages some individuals and communities while providing systemic advantages to other individuals and communities, therefore preventing societies as a whole from achieving their full potential; and

WHEREAS, numerous studies have shown that institutional and structural racism is the root cause of health disparities and social inequities that impact many aspects of life, including housing, education, employment and the economy, public safety and criminal justice, and physical and mental health; and

WHEREAS, Mono County is the current and ancestral homelands of indigenous people, and racist laws, practices, and historic violence have led to the displacement, and in many cases, the death, of indigenous peoples, the suppression of indigenous cultures, languages, and spirituality, and inequities in socioeconomic opportunities and health; and

WHEREAS, the COVID-19 pandemic has disproportionately impacted Latinx residents of Mono County; and

WHEREAS, the May 25, 2020 killing of George Floyd, along with other incidents of police violence, sparked a nationwide movement to address racism and disparity in law enforcement that both the Board of Supervisors and Mono County Sheriff’s Office recognize as legitimate; and

WHEREAS, there is a relationship between health and economic disparities, and thus racism, and global climate change because persons with limited resources are disproportionately affected by extreme weather and deteriorating environmental quality; and

1 **WHEREAS**, on September 15, the Mono County Board of Supervisors, during a
2 presentation titled “Moving Towards Equity,” affirmed the need to recognize racial disparity and
3 to work for equity in county government and our communities.

4 **NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County
5 of Mono affirms that racism is a public and mental health crisis that results in disparities in
6 family stability, health and mental wellness, education, employment, economic development,
7 public safety, criminal justice, and housing.

8 **BE IT FURTHER RESOLVED**, that the Mono County Board of Supervisors finds that
9 racism is a public health crisis affecting our entire society, and the Board wishes to assess
10 internal policies and procedures to ensure racial equity is a core element of the County; and

11 **BE IT FURTHER RESOLVED**, that the following actions result from these
12 declarations:

- 13 • The County Administrative Officer and County staff are directed to develop a workplan
14 that includes committing adequate financial resources toward Justice, Equity, Diversity,
15 and Inclusion work, the formation of a Justice, Equity, Diversity, and Inclusion (JEDI)
16 Commission that would guide this effort, recognizing that the burden of education and
17 transformation must not be placed solely on communities of color.
- 18 • Consider County membership in the Government Alliance on Race and Equity (GARE),
19 which is a national network of local government agencies working to achieve racial
20 equity and advance opportunities for all. Membership could include contracting with
21 GARE for training and consulting.
- 22 • Participate in regularly scheduled trainings for the Board of Supervisors and other
23 elected officials, county staff and the public on topics including workplace biases and
24 how to mitigate them, and understanding racism; these trainings should be meaningful,
25 thoughtful, and data-driven education efforts aimed at understanding, addressing, and
26 dismantling racism, and how racism affects public health, family stability, housing, early
27 education, economic development, public safety, and the delivery of human services.
- 28 • Collaborate with the County’s law and justice agencies, NGOs, partner organizations
29 and the community to ensure public confidence that public safety is administered
30 equitably by supporting the Community Advisory Committee recently established by
31 Mono County Sheriff’s Office.
- 32 • Study and evaluate existing County policies and practices through a lens of racial equity
to promote and support policies that prioritize health in an equitable way, especially for
people of color, by mitigating exposure to adverse childhood experiences (ACES) and
promoting healthy, resilient communities.

- 1 • Identify specific activities to enhance diversity within the County Government
2 workforce.
- 3 • Support local, regional, state, and federal initiatives that advance efforts to dismantle
4 systemic racism and reduce inequity.
- 5 • Encourage community participation in efforts to amplify issues of racism and engaging
6 actively and authentically with communities of color throughout the County.
- 7 • Invite other local government agencies, NGOs, and partner organizations in the region
8 to also adopt resolutions affirming that racism is a public health crisis and to work
9 together toward equity.
- 10 • Report back to the board and community starting in January 2021 on these activities,
11 including the formation and seating of the JEDI Commission and a midyear budget
12 adjustment to reflect funding commitment.

13
14 **PASSED, APPROVED and ADOPTED** this 13th day of October 2020, by the
15 following vote, to wit:

16 **AYES:** Supervisors Corless, Gardner, Kreitz, Peters, and Stump.

17 **NOES:** None.

18 **ABSENT:** None.

19 **ABSTAIN:** None.

20
21 

22 Stacy Corless, Chair
23 Mono County Board of Supervisors

24 **ATTEST:**

25 
26 Queenie Barnard (Oct 19, 2020 08:44 PDT)

27 Clerk of the Board

24 **APPROVED AS TO FORM:**

25 
26 Stacey Simon (Oct 19, 2020 08:52 PDT)

27 County Counsel

RECEIVED

2 March 2021

MAR 05 2021

OFFICE OF THE CLERK

John Stavlo
PO Box 2636
Mammoth Lakes, CA 93546

Honorable Board of Supervisors
P.O. Box 715
Bridgeport, Ca. 93517

Dear Supervisors,

Recently it came to my attention in the February 13 Edition of The Sheet newspaper that Mono County has been conducting "Equity" training of its employees. As a citizen of this county since 2008 and taxpayer of this county since 1998 I would like to understand what this training embodies, who is doing this training, and how much it is costing the taxpayers. As a citizen, I am concerned about how equity training will be utilized in the role of Mono County's operations and in its impartial service to the citizens of this community.

I have the following questions that I would like the county to address and to answer. Ideally, written responses are preferred. Here are the questions that I would like answered:

- 1) What organization performed the equity training, how much did it cost, and could you make copies of any handouts and briefing materials used in the training and make it available to the citizens of this county?
- 2) What was the requirement that caused the need for equity training of county employees?

- 3) How does the county plan to utilize the equity training in its operations and service to the citizens of Mono County?
- 4) How will the county ensure that any actions taken as a result of equity training will not violate the California and U.S. constitution, e.g. ARTICLE I Section 31 of the California Constitution:

SEC. 31.

(a) The State shall not discriminate against, or grant preferential treatment to, any individual or group on the basis of race, sex, color, ethnicity, or national origin in the operation of public employment, public education, or public contracting.

- 5) What role does Mono County have in the development of the "Parcel" in Mammoth Lakes, Ca.
- 6) The Sheet stated that Jennifer Krietz espoused: "the parking must speak to inherent, closeted discrimination and/or racism toward potential parcel residents". What evidence does she have that such closeted discrimination and/or racism exists in the Town of Mammoth Lakes? Where did this requirement come from? Are we guilty until proven innocent?
- 7) Since Supervisor Stacey Corless represents a portion of Mammoth Lakes citizens on the country Board, I would like to know what her position is on the need and reason for equity training of county employees during a major economic downturn due to the COVID-19 pandemic? Also, I would like Stacey's thoughts on the comments of Jennifer Krietz and Mike Jones and how they apply to the citizens and the town of Mammoth Lakes?

Respectfully,

John Stavlo



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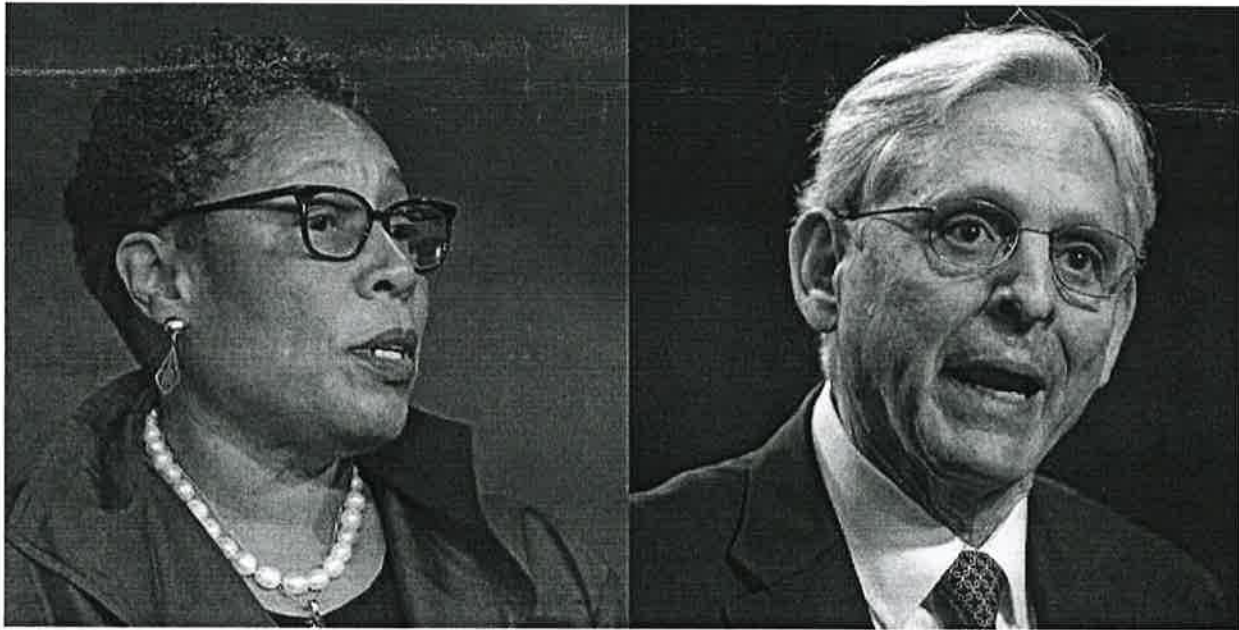
'Equity' Is a Mandate to Discriminate

OFFICE OF THE CLERK

The new buzzword tries to hide the aim of throwing out the American principle of equality under the law.

By Charles Lipson

March 4, 2021 6:41 pm ET



Biden administration nominees Marcia Fudge and Merrick Garland.

PHOTO: AP IMAGES/ZUMA PRESS

On his first day as president, Joe Biden issued an “Executive Order on Advancing Racial Equity and Support for Underserved Communities.” Mr. Biden’s cabinet nominees must now explain whether this commitment to “equity” means they intend to abolish “equal treatment under law.” Their answers are a confused mess.

Arkansas Sen. Tom Cotton raised the question explicitly in confirmation hearings. Attorney General-designate Merrick Garland responded: "I think discrimination is morally wrong. Absolutely." Marcia Fudge, slated to run Housing and Urban Development, gave a much different answer. "Just to be clear," Mr. Cotton asked, "it sounds like racial equity means treating people differently based on their race. Is that correct?"

Ms. Fudge's responded: "Not based on race, but it could be based on economics, it could be based on the history of discrimination that has existed for a long time." Ms. Fudge's candid response tracks that of Kamala Harris's tweet and video, posted before the election and viewed 6.4 million times: "There's a big difference between equality and equity."

Ms. Harris and Ms. Fudge are right. There is a big difference. It's the difference between equal treatment and equal outcomes. Equality means equal treatment, unbiased competition and impartially judged outcomes. Equity means equal outcomes, achieved if necessary by unequal treatment, biased competition and preferential judging.

Those who push for equity have hidden these crucial differences for a reason. They aren't merely unpopular; they challenge America's bedrock principle that people should be treated equally and judged as individuals, not as members of groups.

The demand for equal outcomes contradicts a millennium of Anglo-Saxon law and political evolution. It undermines the Enlightenment principle of equal treatment for individuals of different social rank and religion. America's Founders drew on those roots when they declared independence, saying it was "self-evident" that "all men are created equal."

That heritage, along with the lack of a hereditary aristocracy, is why claims for equal treatment are so deeply rooted in U.S. history. It is why radical claims for

unequal treatment must be carefully buried in word salads praising equity and social justice.

Hidden, too, are the extensive measures that would be needed to achieve equal outcomes. Only a powerful central government could impose the intensive—and expensive—programs of social intervention, ideological re-education and economic redistribution. Only an intrusive bureaucracy could specify the rules for every business, public institution and civic organization. Those unhappy implications are why advocates of equity are so determined to hide what the term really means.

Americans have demanded that all levels of government stop giving special treatment to the rich and powerful. That is simply a demand for equality. Likewise, they recognize that equal treatment should begin early, such as with adequate funding for K-12 students.

Since the New Deal, most Americans have supported some form of social safety net for the poor and disadvantaged. But this safety net doesn't demand that out-of-work coal miners receive the same income as those who are working. The debate has always been about how extensive the safety net should be and how long it should last for each recipient. There is broad agreement that no worker should be laid off because of his race, gender or religion. Again, that is a demand for equal treatment.

What we are seeing now is different. It is the claim that the unfair treatment of previous generations or perhaps a disadvantaged childhood entitles one to special consideration today as an adult or young adult. Most Americans, who are both generous and pragmatic, have been willing to extend some of these benefits, at the margins and for limited periods. They don't want to turn these concessions into large, permanent entitlement programs, giving substantially different treatment to different groups, even if those groups have suffered historical wrongs.

One measure of how unpopular these unequal programs are is how often their proponents need to rename them. "Quotas" were restyled as "affirmative action." The goal was still to give special benefits to some groups to achieve desired outcomes. Now "affirmative action" has also become toxic, rejected most recently by voters in deep-blue California. Hence, the new name, "equity."

Instead of making their case openly and honestly, advocates of equity twist and turn to avoid revealing their radical goal of re-engineering society through coercion. If the results fall short, as they inevitably would, the remedy is obvious: more money, more rules and more indoctrination. Why not tell us who will receive these special benefits and for how long? At whose expense? Who will administer these programs? Who will judge whether the outcomes are fair enough? When will it all end?

Since the ultimate goal is achieving equal outcomes, these evasions raise the hardest question of all. Isn't equity just a new brand name for the oldest program of achieving equal outcomes? Its name is socialism.

Mr. Lipson is a professor emeritus of political science at the University of Chicago, where he founded the Program on International Politics, Economics, and Security.

How does the County Board of Supervisors
Keep this "Equity" from replacing equality
in our Constitutions?

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