



AGENDA

BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

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

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

Regular Meeting June 13, 2017

TELECONFERENCE LOCATIONS:

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

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

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

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

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

9:00 AM Call meeting to Order

Pledge of Allegiance

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

and number of persons wishing to address the Board.)

2. APPROVAL OF MINUTES

A. Board Minutes

Departments: Clerk of the Board

Approve the minutes of the Special Meeting of May 19, 2017.

B. Board Minutes

Departments: Clerk of the Board

Approve the minutes of the Special Meeting of May 31, 2017.

C. Board Minutes

Departments: Clerk of the Board

Approve minutes of the Regular Meeting held on June 6, 2017.

3. RECOGNITIONS - NONE

4. BOARD MEMBER REPORTS

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

5. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

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

6. DEPARTMENT/COMMISSION REPORTS

7. CONSENT AGENDA

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

A. Resolution Updating Community Corrections Partnership Executive Committee Members

Departments: Probation

Proposed resolution approving updated List of Community Corrections Partnership Executive Committee members.

Recommended Action: Adopt proposed resolution #R17-___, Declaring approval of the appointment of the following members assigned to the Mono County Community Corrections Partnership Executive Committee. Provide any desired direction to staff.

Fiscal Impact: None

B. Mono County WIC Program Budget Amendment

Departments: Health Department

Initiation of contract amendment with California Department of Public Health (CDPH) Women Infants and Children (WIC) Program pertaining to contract amendment #15-10093, A02 and WIC Services.

Recommended Action: Approve and authorize the Board Chair to sign the Certification of Contract Amendment form pertaining to contract #15-10093, A02 with the California Department of Public Health (CDPH) Women, Infants and Children (WIC) Program.

Fiscal Impact: There will be no fiscal impact to the General Fund.

C. LEA Independent Hearing Panel

Departments: Environmental Health

The appointment of members of the LEA Independent Hearing Panel (IHP) must take place and receive BOS approval every four years. This action will name the members of the IHP for the next four year term to commence in November of 2017.

Recommended Action: Appoint Supervisor Peters, Lisa Isaacs and Tom Platz to the LEA Independent Hearing Panel for the next 4 year term.

Fiscal Impact: There is no fiscal impact associated with these appointments.

D. Liberty Utilities LLC Claim for Refund

Departments: Treasurer-Tax Collector

Claim for Refund of Franchise Fees paid to County by Liberty Utilities (CalPeco Electric) LLC ("Liberty CalPeco").

Recommended Action: Reject claim to the extent that it refers to events or occurrences on or after September 30, 2016 and return claim as untimely to the extent that it refers to events or occurrences prior to September 30, 2016. Direct County Counsel to send notification of same.

Fiscal Impact: None.

8. CORRESPONDENCE RECEIVED - NONE

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

9. REGULAR AGENDA - MORNING

A. Transient Occupancy Tax (TOT) Collections, Audit Efforts and Monitoring Solutions

Departments: Finance

45 minutes (30 minute presentation; 15 minute discussion)

(Janet Dutcher, Ulrik Binzer (Host Compliance)) - Finance will present information about Mono County's TOT collections and audit enforcement efforts. Ulrik Binzer from Host Compliance LLC will make a presentation about their data mining application that identifies and brings non-permitted vacation rentals into compliance.

Recommended Action: Receive information about Mono County TOT collections and audit enforcement efforts. Receive presentation about Host Compliance short-term rental compliance monitoring and enforcement solutions. Provide any desired feedback to staff.

Fiscal Impact: Better enforcement tools is likely to maximize TOT revenues and redirect staff time to more productive activities.

B. Ordinance Establishing the Department of Emergency Medical Services

Departments: Emergency Medical Services

15 minutes (5 minute presentation; 10 minute discussion)

(Chief Bob Rooks) - Proposed ordinance amending the Mono County Code to add Chapter 2.62 establishing the Department of Emergency Medical Services within the County.

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

Fiscal Impact: None

C. Amendment of Personnel Rules

Departments: Human Resources, CAO

10 minutes (5 minute presentation; 5 minute discussion)

(Dave Butters) - Proposed resolution amending sections 100 and 110 of the Mono County Personnel rules to allow for a salary increase above 5% upon promotion or reclassification for existing employees possessing exceptional qualifications.

Recommended Action: Adopt proposed resolution #R17-___, amending sections 100 and 110 of the Mono County Personnel rules to allow for a salary increase above 5% upon promotion or reclassification for existing employees possessing exceptional qualifications. Provide any desired direction to staff.

Fiscal Impact: None at this time; however, requests presented to the Board will have a fiscal impact attached.

D. Contract Award for the 2017 Pavement Preservation Project – North Shore Drive, June Lake Highlands, and Bryant Field Airport Apron

Departments: Public Works - Engineering

15 minutes (5 minute presentation; 10 minute discussion)

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

Recommended Action: Based on staff report concerning bids received in response to a solicitation for bids: 1) identify Pavement Coatings Co. as responsible bidder submitting the lowest responsive bid; 2) approve and authorize Public Works Director's signature on contract with Pavement Coatings Co. for the 2017 Pavement Preservation Project in an amount not to exceed \$228,347; 3) authorize the Public Works Director, in consultation with County Counsel, to administer that contract, including making minor amendments to said contract from time to time as the Public Works Director may deem necessary, and issue change orders to the contract in accordance with Public Contract Code §20142, in an amount not to exceed \$22,834.70 per change order, provided such amendments do not substantially alter the scope of work, do not cause spending on the project to exceed the budgeted authority, and are approved as to form and legality by County Counsel.

Fiscal Impact: The North Shore Drive portion of the project is \$146,932.00 and is funded with \$122,260.80 that was carried forward from the June Lake Streets Rehabilitation Project and \$24,671.20 from the Road Fund. The June Lakes Highlands portion of the project is \$35,635.00 and is funded by the June Lake Highlands Zone of Benefit. The Bryant Field portion of the project is \$45,780.00 and is funded by the Airport Enterprise Fund. Contractor payments are not expected to impact the General Fund.

E. County Surveyor Services

Departments: Public Works - Engineering

15 minutes (5 minute presentation; 10 minute discussion)

(Garrett Higerd) - A Contract County Surveyor is needed to perform quality control reviews of land surveying maps on behalf of the County.

Recommended Action: 1. Appoint John "Steve" Parrish, employee of Lumos and Associates, as the Contract County Surveyor for Mono County and approve filing the required Notice of Department Designation form. 2. Authorize the Public Works Director (in consultation with County Counsel) to execute and administer a three-year professional services agreement with Lumos and Associates of Carson City, Nevada to perform Contract County Surveyor functions in an amount not to exceed \$75,000. 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.

Fiscal Impact: Contract County Surveyor services are budgeted annually and charges are generally passed through to applicants as map review fees. Services

will be charged on a time-and-materials basis consistent with the schedule of fees listed in Attachment B1 to the agreement (Exhibit 1). The three-year contract limit is \$75,000.

F. Employment Agreement with Jason Canger as Deputy County Counsel II

Departments: Human Resources, County Counsel

5 minutes

(Stacey Simon) - Proposed resolution approving a contract with Jason Canger as Deputy County Counsel II and prescribing the compensation, appointment and conditions of said employment.

Recommended Action: Announce Fiscal Impact. Approve Resolution #R_____, approving a contract with Jason Canger as Deputy County Counsel II, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: The cost of this position for a full fiscal year is \$163,720.39, of which \$104,964 is salary; \$11,676.20 is the employer portion of PERS, and \$47,080.19 is the cost of the benefits.

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

11. CLOSED SESSION

A. Closed Session--Human Resources

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

B. Closed Session - CAO Performance Evaluation

Departments: Human Resources

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

THE AFTERNOON SESSION WILL RECONVENE AT 1:30 P.M.

12. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

13. REGULAR AGENDA - AFTERNOON

A. IMACA Annual Report

Departments: Clerk of the Board

30 minutes (15 minute presentation; 15 minute discussion) 1:30 p.m.

(Charles Broten) - This item is sponsored by Supervisor Larry Johnston. Presentation by Charles Broten of IMACA regarding the impact of proposed FY 2018 Administration Budget on programs operated by IMACA, which has provided services to low-income Inyo Mono residents since 1981.

Recommended Action: Receive presentation and provide direction to staff.

Fiscal Impact: None.

B. Cannabis Workshop

Departments: Community Development, et al.

2 hours - 2:00 p.m.

(Wendy Sugimura, Michael Draper, Nate Reade, Christian Milovich) - Presentations from various departments will be given on the current state of cannabis-related affairs, including legislative and regulatory overviews as well as a preliminary land use framework for cannabis activities from Community Development.

Recommended Action: Receive presentations from various departments on the current state of cannabis-related affairs, including legislative and regulatory overviews as well as a draft local regulatory scheme from Community Development. Provide any desired direction to staff.

Fiscal Impact: None at this time.

ADJOURN



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 13, 2017

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approve the minutes of the Special Meeting of May 19, 2017.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Helen Nunn

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Draft Minutes](#)

History

Time	Who	Approval
6/8/2017 6:30 AM	County Administrative Office	Yes
6/6/2017 5:04 PM	County Counsel	Yes
6/7/2017 6:49 AM	Finance	Yes



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

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

Special Meeting
May 19, 2017

Flash Drive	Board Room Recorder
Minute Orders	0
Resolutions	0
Ordinance	0

11:34 AM Meeting Called to Order by Board Chair, Stacy Corless

*Supervisors Present in Mammoth: Corless, Gardner, and Stump.
Supervisors Present in Bridgeport: Peters
Supervisors Absent: Johnston.*

*Closed Session: 11:35 a.m.
Adjourn: 12:45 p.m.*

Pledge of Allegiance led by Board Chair Corless

1 OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD
No one spoke.

2. AGENDA ITEMS

A. Closed Session - Threat to Public Safety

Closed session with Mono County Sheriff on matters posing a threat to the security of essential public services pursuant to subdivision (a) of section 54957.

THERE WAS NOTHING TO REPORT OUT OF CLOSED SESSION

Note:

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

ADJOURN

ATTEST

STACY CORLESS
CHAIR OF THE BOARD

HELEN NUNN
ASSISTANT CLERK OF THE BOARD



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 13, 2017

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approve the minutes of the Special Meeting of May 31, 2017.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Helen Nunn

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Draft Minutes](#)

History

Time	Who	Approval
6/8/2017 6:30 AM	County Administrative Office	Yes
6/6/2017 5:04 PM	County Counsel	Yes
6/7/2017 6:53 AM	Finance	Yes



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

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

**Special Meeting
May 31, 2017**

Flash Drive	Board Room Recorder
Minute Orders	0
Resolutions	0
Ordinance	0

4:33 PM Meeting Called to Order by Board Chair, Stacy Corless

*Supervisors Present in Mammoth: Corless, Gardner, Johnston, and Stump.
Supervisors Present in Bridgeport: Peters*

*Closed Session: 4:37 p.m.
Adjourn: 5:15 p.m.*

Pledge of Allegiance led by Supervisor Corless

1 OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

- Supervisor Corless clarified the dress code for next week's Board Governance Workshop is casual.

2. AGENDA ITEMS

A. 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.

Note:

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

THERE WAS NOTHING TO REPORT OUT OF CLOSED SESSION.

ADJOURN at 5:15 p.m.

ATTEST

STACY CORLESS
CHAIR OF THE BOARD

HELEN NUNN
ASSISTANT CLERK OF THE BOARD



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 13, 2017

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approve minutes of the Regular Meeting held on June 6, 2017.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Shannon Kendall

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[06-06-17 Draft Mins](#)

History

Time	Who	Approval
6/8/2017 6:28 AM	County Administrative Office	Yes
6/8/2017 9:31 AM	County Counsel	Yes
6/8/2017 7:11 AM	Finance	Yes



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

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

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

**Regular Meeting
June 6, 2017**

NOTICE:

THE REGULAR MEETING WILL BE CALLED TO ORDER AT THE BOARD OF SUPERVISORS CHAMBERS IN THE COUNTY COURTHOUSE, ADJOURNED, THEN RECONVENED TO MEMORIAL HALL, LOCATED AT 75 N. SCHOOL STREET, 2ND FLOOR, BRIDGEPORT, CA 93517

9:00 AM Meeting called to order by Chair Corless.

*Supervisors present: Corless, Gardner, Peters and Stump.
Supervisor absent: Johnston.*

Adjourn to Memorial Hall, 2nd floor: 9:10 a.m.

Reconvene: 9:20 a.m.

Break: 10:25 am.

Reconvene: 10:35 a.m.

Lunch: 12:16 p.m.

Reconvene: 12:56 p.m.

Break: 2:35 p.m.

Reconvene: 2:47 p.m.

Adjourn: 4:04 p.m.

The Mono County Board of Supervisors stream all of their meetings live on the internet and archives them afterward. To listen to any meetings from June 2, 2015 forward, please go to the following link:

<http://www.monocounty.ca.gov/meetings>.

Be advised that Granicus was not used for this meeting.

Note:

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

Pledge of Allegiance led by Supervisor Gardner.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Stacey Simon:

- Introduced Angel Armbruster who is doing internships with both County Counsel and the District Attorney this summer.

2. APPROVAL OF MINUTES - NONE

3. RECOGNITIONS - NONE

4. BOARD MEMBER REPORTS - NONE

5. COUNTY ADMINISTRATIVE OFFICE - NONE

6. DEPARTMENT/COMMISSION REPORTS - NONE

7. CONSENT AGENDA - NONE

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

8. CORRESPONDENCE RECEIVED - NONE

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

9. REGULAR AGENDA - MORNING

A. Board Governance Workshop

Departments: CAO

(Leslie Chapman/Bill Chiat) - The Board of Supervisors will conduct a Board Governance workshop facilitated by Bill Chiat, Dean of the CSAC Institute for Excellence in County Government.

Leslie Chapman:

- Introduced Bill Chiat, thanked him for coming.
- Thanked Megg Hawkins and Becky Buccowich of her office for assisting with putting this together.

Bill Chiat:

- All handouts will be posted to web page after today's workshop.
- This is a chance to have a conversation amongst yourselves.
- How do we want to govern?
- His role is to help facilitate conversation.
 - System of governance?
 - How does governing board work as a team?
 - What's board's responsibility in its governance?

Note:

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

- What is board's role?
- What are expectations of each other? Staff?
- Brainstorming with board members.
- Collaboration better term than consensus.
- Trouble occurs when individual board members try to drive what's best for the whole county.
- Words and actions matter:
 - Forming (polite)
 - Storming (debate)
 - Norming (curious)
 - Performing (courageous)
- Communication Style Inventory.
- Effective Governance.
- Roles and Expectations of Board Members and Executive.
- Roundtable Discussion with Board Members.
- Discussion of rules to alter/change, some of which include:
 - Reordering agenda: board and staff reports, etc. at end.
 - Board suggested that Clerk's office integrate suggestions (into board preparation workshop scheduled for July) on how to deal with one supervisor requesting an item to the clerk.
 - Will discuss proposed changes to Board Rules of Procedure at appropriate board meeting.
- Buy-In vs. Ownership (letting go of ideas and allowing others to own it); culture is about ownership and rules are about buy-in.
- The Board had very positive comments/feedback about the workshop; felt it was very productive.

Action: None.

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

11. CLOSED SESSION - NONE

ADJOURN

ATTEST

STACY CORLESS
CHAIR OF THE BOARD

SHANNON KENDALL
CLERK OF THE BOARD

Note:

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



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 13, 2017

Departments: Probation

TIME REQUIRED

SUBJECT Resolution Updating Community
Corrections Partnership Executive
Committee Members

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed resolution approving updated List of Community Corrections Partnership Executive Committee members.

RECOMMENDED ACTION:

Adopt proposed resolution #R17-__, Declaring approval of the appointment of the following members assigned to the Mono County Community Corrections Partnership Executive Committee. Provide any desired direction to staff.

FISCAL IMPACT:

None

CONTACT NAME: Karin Humiston

PHONE/EMAIL: 760-932-5570 / khumiston@mono.ca.gov

SEND COPIES TO:

Karin Humiston

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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Resolution

History

Time	Who	Approval
6/8/2017 12:44 PM	County Administrative Office	Yes
6/6/2017 5:08 PM	County Counsel	Yes

6/7/2017 6:45 AM

Finance

Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 13, 2017

Departments: Health Department

TIME REQUIRED

SUBJECT Mono County WIC Program Budget
Amendment

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Initiation of contract amendment with California Department of Public Health (CDPH) Women Infants and Children (WIC) Program pertaining to contract amendment #15-10093, A02 and WIC Services.

RECOMMENDED ACTION:

Approve and authorize the Board Chair to sign the Certification of Contract Amendment form pertaining to contract #15-10093, A02 with the California Department of Public Health (CDPH) Women, Infants and Children (WIC) Program.

FISCAL IMPACT:

There will be no fiscal impact to the General Fund.

CONTACT NAME: Amber Hise

PHONE/EMAIL: (760)924-4613 / ahise@mono.ca.gov

SEND COPIES TO:

Amber Hise

Kim Bunn

Sandra Pearce

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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2017 Staff Report
Certification of Contract Amendment
Agency Information

History

Time	Who	Approval
6/8/2017 12:45 PM	County Administrative Office	Yes
6/7/2017 11:23 AM	County Counsel	Yes
6/7/2017 6:39 AM	Finance	Yes



MONO COUNTY HEALTH DEPARTMENT
Public Health

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

Date: June 13, 2017
To: Honorable Board of Supervisors
From: Amber Hise, Women Infants and Children (WIC) Program Director
Subject: Women Infants and Children (WIC) Program
Contract Amendment #15-10093, A02

Recommendation:

Approve and authorize the Board Chairperson to sign the Certification of Contract Amendment form pertaining to contract #15-10093, A02 with the California Department of Public Health (CDPH) Women, Infants and Children (WIC) Program.

Discussion:

The California State WIC Program is a nutrition education program, federally funded by the United States Department of Agriculture (USDA) and serves low income families that are at or below 185% of the poverty level. The WIC program is designed to provide supplemental resources to eligible individuals at nutritionally vulnerable times of life and to help reduce the risk of medical problems because of a lack of nutritious foods or information about nutrition. Pregnant woman, children 0-5 years of age and postpartum women are provided supplemental healthy food options, nutrition education, breastfeeding education and support as well as referrals to health care and other services the county provides. The Mono County WIC Program was established in 2010, serving over 250 families since that time.

Fiscal Impact/Budget Projections:

There will be no fiscal impact to the General Fund.

Mono County WIC Program has a budget of \$277,451.00 for Year 2 (October 1st, 2016 to September 30th, 2017). At this time there will be no increase or decrease changes to the budget, with only line item changes needed at the mid-year amendment that is provided by the State WIC Program.

For questions regarding this item, please call Amber Hise at (760) 924-4613 or Sandra Pearce at (760) 924-1818.

Submitted by: Amber Hise, WIC Program Director

Reviewed by: Sandra Pearce, Acting Public Health Director

CERTIFICATION OF CONTRACT AMENDMENT

October 1, 2015 – September 30, 2019

I, Stacy Corless, as the person who can legally bind the Agency and
Certify the Contract Amendment, hereby affirm the following:

- The statements contained in the Contract Amendment, and all the supporting documents, are true and accurate, to the best of my knowledge;
- The WIC local agency will comply with all applicable fiscal, administrative and operational requirements as outlined in Federal and State regulations, statutes, policies and procedures, and other communications from the California Department of Public Health, Women, Infants, and Children Division (CDPH/WIC Division);
- The Contract Amendment and all the supporting documentation submitted to the CDPH/WIC Division are public documents, open to public inspections, and any revisions must be made in writing to the CDPH/WIC Division;
- If the WIC local agency is a nonprofit organization, the nonprofit status is current;
- The WIC local agency will spend at least the minimum required amount of allocated funds on nutrition education activities;
- The WIC local agency will spend at least the minimum required amount of allocated funds on breastfeeding promotion and support-related activities;
- The WIC local agency will maintain the required current certificate of insurance, as described in Exhibit E, Provision 4 of the Federal Fiscal Year 2016–2019 Contract.

And I certify that I have the authority to request a contract amendment for:

Legal Name of Local Agency - Mono County

AGENCY INFORMATION

A	Agency's Legal Name	(Do not abbreviate legal entity name) (type or print) Mono County		Federal Employers ID # 95-6005661
B	Type of Organization	<input checked="" type="checkbox"/> Local Government <input type="checkbox"/> Private Nonprofit	9 Digit Data Universal Numbering System (DUNS #) 86128832	Catalog of Federal Domestic Assistance (CFDA) # 10.557
C	Physical Street Address (Address where executed Contract Amendment is sent)	Number and Street 437 Old Mammoth Road, Suite Q <hr/> City, State, and Zip Code Mammoth Lakes, CA 93546		
D	Mailing Address (If different)	Number and Street PO Box 3329 <hr/> City, State, and Zip Code Mammoth Lakes, CA 93546		
E	Shipping Address (If different)	Number and Street 437 Old Mammoth Road, Suite Q <hr/> City, State, and Zip Code Mammoth Lakes, CA 93546		
F	Certifying Signature (Person who can legally bind the Agency and certify the Contract Amendment)	Authorized Representative's Name (type or print) Stacy Corless		Telephone Number
		Title Chairperson, Board of Supervisors	(760) 920-0190	
G	Contract Amendment Signature (Person who can legally bind the Agency and certify the Contract Amendment)	Name (type or print) Stacy Corless		Term Expiration or N/A
		Title Chairperson, Board of Supervisors	12/31/2019	

AGENCY INFORMATION

H	Contact Person (Questions regarding the Contract Amendment)	Contact Person's Name (type or print)	
		Kimberly Bunn	
		Title	Telephone Number
		Public Health Fiscal & Administrative Officer	(760) 932-5587
		Email Address	Fax Number
		kbunn@mono.ca.gov	(760) 932-5284
I	Agency Director, CEO, or Highest Public Health Director/Officer	Name (type or print)	
		Sandra Pearce	
		Title and Credentials	
		Acting Director of Public Health	
		Number and Street	
		437 Old Mammoth Road, Suite Q	
		City, State, and Zip Code	
		Mammoth Lakes, CA 93546	
		Mailing Address (If Different from Street Address)	Telephone Number
		PO Box 3329, Mammoth Lakes, CA 93546	(760) 924-1818
		Email Address	Fax Number
		speance@mono.ca.gov	(760) 924-1831
J	WIC Director	Name (type or print)	
		Amber Hise	
		Title and Credentials	
		WIC Program Director / Registered Dietician	
		Number and Street	
		437 Old Mammoth Road, Suite Q	
		City, State, and Zip Code	
		Mammoth Lakes, CA 93546	
		Mailing Address (If Different from Street Address)	Telephone Number
		PO Box 3329, Mammoth Lakes, CA 93546	(760) 924-4613
		Email Address	Fax Number

AGENCY INFORMATION

		ahise@mono.ca.gov	(760) 924-1831
K	Breastfeeding Coordinator	Name (type or print) Amber Hise	
		Title and Credentials WIC Program Director/Registered Dietician	
		Number and Street 437 Old Mammoth Road, Suite Q	
		City, State, and Zip Code Mammoth Lakes, CA 93546	
		Mailing Address (If Different from Street Address)	Telephone Number
		PO Box 3329, Mammoth Lakes, CA 93546	(760) 924-4613
		Email Address	Fax Number
		ahise@mono.ca.gov	(760) 924-1831
L	Nutrition Education Coordinator	Name (type or print) Amber Hise	
		Title and Credentials WIC Program Director / Registered Dietician	
		Number and Street 437 Old Mammoth Road, Suite Q	
		City, State, and Zip Code Mammoth Lakes, CA 93546	
		Mailing Address (If Different from Street Address)	Telephone Number
		PO Box 3329, Mammoth Lakes, CA 93546	(760) 924-4613
		Email Address	Fax Number
		ahise@mono.ca.gov	(760) 924-1831

AGENCY INFORMATION

M	SERVICES PROVIDED
----------	--------------------------

Check the appropriate box describing the relative availability of health and administrative services to be made available at your WIC local agency to all WIC participants:

- Public or private nonprofit health agency that will provide ongoing, routine pediatric and obstetric care and administrative services.
- Public or private nonprofit health or human service agency that will enter into a written agreement with another agency for either ongoing, routine pediatric and obstetric care or administrative services.
- Public or private nonprofit health agency that will enter into a written agreement with private physicians, licensed by the State, in order to provide ongoing, routine pediatric and obstetric care to a specific category of participants (women, infants or children).
- Public or private nonprofit human service agency that will enter into a written agreement with private physicians, licensed by the State, to provide ongoing, routine pediatric and obstetric care.
- Public or private nonprofit health or human service agency that will provide ongoing, routine pediatric and obstetric care through referral to a health provider.

Authority: 7 CFR 246.5 (d)(1)

AGENCY INFORMATION

N	LIST OF THE FIVE HIGHEST COMPENSATED OFFICERS (If Applicable)
----------	--

Report the Name, Title, and Total Annual Compensation of the five (5) most highly compensated officers of the proposed parent agency if one or more of the following conditions apply:

The parent agency in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards.

The parent agency received \$25 million or more in annual gross revenue in its preceding fiscal year, from (a) Federal procurement contracts and subcontracts, and (b) Federal grants, subgrants, and cooperative agreements; and the amount so received amounted to 80 percent or more of its annual gross revenues.

The public does not have access to information about the grantee’s executive compensation through periodic reports filed with the Securities and Exchange Commission under the Securities Exchange Act of 1934 or with the Internal Revenue Service under the Internal Revenue Code of 1986.

Authority: 2 CFR Part 170, Appendix A, Section 1.b.

LIST OF THE FIVE HIGHEST COMPENSATED OFFICERS

	Name	Title	Total Annual Compensation
1.	N/A		\$
2.			\$
3.			\$
4.			\$
5.			\$

**Exhibit B, Attachment II A2
Detail Worksheet**

Personnel	Exhibit A SOW 6.A	Exhibit A Attach I	Current Base Annual Salary Minimum	Current Base Annual Salary Amend A02	Current Base Annual Salary Maximum	Current Base Annual Salary Maximum Amend A02	Year 1				Year 2				FTE	FTE Amend A02
							10/1/2015 - 9/30/2016				10/1/2016 - 9/30/2017					
							FTE	Budget	Budget Adj.	Budget Amend A02	FTE	Budget	Budget Adj.	Budget Amend A02		
WIC Director/ Registered Dietician/Nutrition Education Coordinator(2)	1-22	1-6	55,776	56,892	67,788	73,644	1.00	58,560		58,560	1.00	59,442	717	60,159	1.00	
WNA (WIC Nutrition Assistant)/Breast Feeding Coordinator(1)(2)	2, 3, 6-12, 14, 15, 17-22	1-6	43,572	44,448	52,968	57,528	1.00	46,572		46,572	1.00	47,229	558	47,787	1.00	
WNA (WIC Nutrition Assistant)(1)(2)	4-6, 8, 9, 12, 15, 18	6	38,520	43,368	46,836	56,148	0.40	17,006		17,006	0.20	9,283	394	9,677	0.20	0.00
Fiscal & Administrative Officer	12,13		66,288	67,608	80,580	87,528				-	0.03	2,044	21	2,065	0.03	0.04
Director of Public Health	12,13			112,092	128,604	131,172				-	0.04	5,221	(3,049)	2,172	0.03	0.01
										-				-		
										-				-		
Overtime (3)										-				-		
Total Salaries and Wages										122,138		122,138		123,219	(1,359)	121,860
Fringe Benefits (4)								Percent	Budget	Percent Amend A02	Budget Amend A02	Percent	Budget	Percent Amend A02	Budget Amend A02	Percent
								77.01%	94,058		94,058	73.36%	90,393	77.00%	93,832	72.06%
Total Personnel									216,196		216,196		213,612		215,692	
Operating Expenses	Exhibit A SOW	Exhibit A Attach I							Budget	Budget Adj.	Budget Amend A02		Budget	Budget Adj.	Budget Amend A02	
Minor Equipment (5)	17, 18	1-9							-	-	-		-2,620	(2,620)	-	
General Office Expenses (5)	EXA1.C, 17, 18	1-9							-	-	-		156	3,792	3,948	
Training	7	1-9							800		800		1,600	(1,080)	520	
Travel	8								966		966		3,000	308	3,308	
Professional Certifications	4, 5								-	-	-		60		60	
Outreach		5							-	-	-		-		-	
Media/Promotion		5							-	-	-		-		-	
Program Materials	6	1-9							-	-	-		-		-	
Vehicle Maintenance(6)	8, 19								-	-	-		-		-	
Audit	9, 10, 12-14								-	-	-		-		-	
Facility Costs (See Exhibit B Attach III for breakdown) (7)	11								-	-	-		-		-	
Total Operating Expenses									1,766	-	1,766		7,436	400	7,836	
Major Equipment (8) unit cost must be \$5,000 or more	Exhibit A SOW	Exhibit A Attach I							Budget	Budget Adj.	Budget Amend A02		Budget	Budget Adj.	Budget Amend A02	
Telephone System	17	1-9							-	-	-		-		-	
Information Technology Equipment	17, 18, 20, 21	1-9							-	-	-		3,000	(3,000)	-	
Vehicle (s)	8, 17, 18, 19								-	-	-		-		-	
Photocopy Equipment	6, 17, 18								-	-	-		-		-	
Total Major Equipment									-	-	-		3,000	(3,000)	-	
Subcontracts (9)	Exhibit A SOW	Exhibit A Attach I							Budget	Budget Adj.	Budget Amend A02		Budget	Budget Adj.	Budget Amend A02	
									-	-	-		-		-	
Total Subcontracts									-	-	-		-	-	-	
Total Indirect Costs								Percent	Budget	Percent Amend A02	Budget Amend A02	Percent	Budget	Percent Amend A02	Budget Amend A02	Percent
								25.0000%	54,049		54,049	25.0000%	53,403		53,923	25.0000%
Total Costs									272,011	-	272,011		277,451	-	277,451	

New Yr. 1 Budget	272,011.00	New Yr. 2 Budget	277,451.00
Yr. 1 - Budget Increase	-	Yr. 2 - Budget Increase	-
Yr. 1 - Checks/Balances	0	Yr. 2 - Checks/Balances	0

① Bilingual - Positions that receive Bilingual pay will show a higher salary. Justification will be kept on file with the original contract.
 ② Longevity, Retention, Differential and COLA - Positions that receive these compensations will show a higher salary. Justification and Union Contract will be kept on file with the original contract.
 Page 1 of 4

**Exhibit B, Attachment II A2
Detail Worksheet**

	Year 1	Year 2	
	10/1/2015 - 9/30/2016	10/1/2016 - 9/30/2017	10
③ Overtime - Is budgeted for up to a 3% increase for each year.			
④ Fringe Benefits - Any fringe benefit Years 1-4 that exceeds 50% will need a written justification.			
⑤ General Office Expenses -Effective this year, pursuant to new OMB rules, Minor Equipment, and General Office Expenses, will include Desks, Computers, Chairs, Tables, Modular furniture, Monitors and printers.			
⑥ Vehicle Maintenance - maintenance over \$500 will need CDPH/WIC Division approval.			
⑦ Facility Costs - Includes Rent, Janitorial, Security, Maintenance and Utilities			
⑧ Major Equipment - Refer to Exhibit D(F) page 3, Paragraph 3 for instructions; Vehicle(S)-Will be used for Facility Site Visits, Conferences, Trainings, and Outreach. Unit cost must be \$5,000 or more.			
⑨ Subcontractors - List the subcontractor's name and short list of services provided. If the subcontractor has not been selected, enter TBD and list of services to be provided.			

Personnel	Year 3			Year 4					Totals	Totals Adj.	Totals Amend A02
	10/1/2017 - 9/30/2018			10/1/2018 - 9/30/2019							
Position Title	Budget	Budget Adj.	Budget Amend A02	FTE	FTE Amend A02	Budget	Budget Adj.	Budget Amend A02			
WIC Director/ Registered Dietician/Nutrition Education Coordinator ⁽²⁾	62,712	198	62,910	1.00		65,856	(1,073)	64,783	246,570	(158)	246,412
WNA (WIC Nutrition Assistant)/Breast Feeding Coordinator ⁽¹⁾⁽²⁾	49,668	144	49,812	1.00		52,008	(810)	51,198	195,477	(108)	195,369
WNA (WIC Nutrition Assistant) ⁽¹⁾⁽²⁾	9,599	(9,599)	-	0.30	0.00	-		-	35,888	(9,205)	26,683
Fiscal & Administrative Officer	2,171	761	2,932	0.03	0.04	2,236	894	3,130	6,451	1,676	8,127
Director of Public Health	3,935	(2,755)	1,180	0.03	0.01	3,935	(2,735)	1,200	13,091	(8,539)	4,552
Overtime ⁽³⁾	-										
Total Salaries and Wages	128,085	(11,251)	116,834			124,035	(3,724)	120,311	497,477	(16,334)	481,143
Fringe Benefits ⁽⁴⁾	Budget	Percent Amend A02	Budget Amend A02	Percent		Budget	Percent Amend A02	Budget Amend A02		Budget Adj.	Budget Amend A02
	92,298	78.00%	91,130	74.46%		92,356		89,583	369,105	(502)	368,603
Total Personnel	220,383		207,964			216,391		209,894	866,582	(502)	849,746
Operating Expenses	Budget	Budget Adj.	Budget Amend A02			Budget	Budget Adj.	Budget Amend A02		Budget Adj.	Budget Amend A02
Minor Equipment ⁽⁵⁾	1,973	(1,973)				2,356	(2,356)		6,949	(6,949)	
General Office Expenses ⁽⁵⁾	-	8,536	8,536			447	4,077	4,524	603	16,405	17,008
Training	-	2,000	2,000			1,600	2,000	3,600	4,000	2,920	6,920
Travel	-	6,900	6,900			2,500	4,400	6,900	6,466	11,608	18,074
Professional Certifications	-	60	60			60		60	120	60	180
Outreach	-										
Media/Promotion	-										
Program Materials	-										
Vehicle Maintenance ⁽⁶⁾	-										
Audit	-										
Facility Costs (See Exhibit B Attach III for breakdown) ⁽⁷⁾	-										
Total Operating Expenses	1,973	15,523	17,496			6,963	8,121	15,084	18,138	24,044	42,182
Major Equipment ⁽⁸⁾ unit cost must be \$5,000 or more	Budget	Budget Adj.	Budget Amend A02			Budget	Budget Adj.	Budget Amend A02		Budget Adj.	Budget Amend A02
Telephone System	-										
Information Technology Equipment	-								3,000	(3,000)	
Vehicle (s)	-										
Photocopy Equipment	-										
Total Major Equipment	-	-	-			-	-	-	3,000	(3,000)	-
Subcontracts ⁽⁹⁾	Budget	Budget Adj.	Budget Amend A02			Budget	Budget Adj.	Budget Amend A02		Budget Adj.	Budget Amend A02
Total Subcontracts	-	-	-			-	-	-	-	-	-
Total Indirect Costs	Budget	Percent Amend A02	Budget Amend A02	Percent		Budget	Percent Amend A02	Budget Amend A02		Budget Adj.	Budget Amend A02
	55,095		51,991	25.0000%		54,097		52,473	216,644	(4,208)	212,436
Total Costs	277,451	-	277,451			277,451	-	277,451	1,104,364	-	1,104,364

New Yr. 3 Budget	277,451.00	New Yr. 4 Budget	277,451.00
Yr. 3 - Budget Increase	-	Yr. 4 - Budget Increase	-
Yr. 3 - Checks/Balances	0	Yr. 4 - Checks/Balances	0

⁽¹⁾
⁽²⁾

	Year 3	Year 4			
	10/1/2017 - 9/30/2018	10/1/2018 - 9/30/2019			
	③				
	④				
	⑤				
	⑥				
	⑦				
	⑧				
	⑨				



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 13, 2017

Departments: Environmental Health

TIME REQUIRED

SUBJECT LEA Independent Hearing Panel

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

The appointment of members of the LEA Independent Hearing Panel (IHP) must take place and receive BOS approval every four years. This action will name the members of the IHP for the next four year term to commence in November of 2017.

RECOMMENDED ACTION:

Appoint Supervisor Peters, Lisa Isaacs and Tom Platz to the LEA Independent Hearing Panel for the next 4 year term.

FISCAL IMPACT:

There is no fiscal impact associated with these appointments.

CONTACT NAME: Louis Molina

PHONE/EMAIL: 760-924-1845 / lmolina@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
6/8/2017 2:57 PM	County Administrative Office	Yes
6/6/2017 6:05 PM	County Counsel	Yes
6/7/2017 6:34 AM	Finance	Yes



MONO COUNTY HEALTH DEPARTMENT

Environmental Health

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

May 19, 2017

To: Honorable Board of Supervisors

From: Louis Molina, Environmental Health Director

Subject: Local Enforcement Agency (LEA) Independent Hearing Panel

Recommended Action: Approve the Independent Hearing Panel members and term dates listed in the following table.

Mono County Solid Waste Independent Hearing Panel

Name of Appointee	Date of Appointment	Date Term Expires
Supervisor Johnston	11/3/2013	11/3/2017
Lisa Isaacs	11/3/2013	11/3/2017
Brian Robinette	11/3/2013	11/3/2017
Supervisor Peters	11/3/2017	11/3/2021
Lisa Isaacs	11/3/2017	11/3/2021
Tom Platz	11/3/2017	11/3/2021

Alternate Panel Members:

Supervisor Fred Stump (governing body representative), Brian Robinette (tech. expertise), Steven McCabe (member at large)

Discussion: Mono County Environmental Health, acting as the Mono County Local Enforcement Agency (LEA), is required by Title 14 of the California Code of Regulations, Sections 18060 and 18081(e) (2), and by Sections 44308 through 44310 of the Public Resources Code, to have in place an Independent Hearing Panel (IHP) that can convene to hear and resolve disputes regarding enforcement actions by, and/or permitting requirements of, the LEA imposed on operators of solid waste facilities in Mono County. The IHP was originally formed in 1992 to meet the afore-mentioned state code requirements. To date the panel has never been requested to convene. Members of the IHP are to serve four year terms, but may not serve more than two consecutive terms. Per regulations the three serving IHP members will consist of one member of the Board of Supervisors, one technical expert with knowledge of solid waste management, and one member of the public at large. The prospective panel members listed above have been contacted and have agreed to serve on the Independent Hearing Panel.

At the completion of the current term, Brian Robinette has served two consecutive terms. It is therefore necessary to update the IHP document to reflect current members and alternates.

Fiscal Impact: None.

For questions regarding this item, please call Louis Molina at 924-1845.

Submitted by: _____
Louis Molina, Environmental Health Director Date

Reviewed by: _____
Sandra Pearce, Acting Public Health Director Date



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 13, 2017

Departments: Treasurer-Tax Collector

TIME REQUIRED

SUBJECT Liberty Utiities LLC Claim for Refund

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Claim for Refund of Franchise Fees paid to County by Liberty Utilities (CalPeco Electric) LLC ("Liberty CalPeco").

RECOMMENDED ACTION:

Reject claim to the extent that it refers to events or occurrences on or after September 30, 2016 and return claim as untimely to the extent that it refers to events or occurrences prior to September 30, 2016. Direct County Counsel to send notification of same.

FISCAL IMPACT:

None.

CONTACT NAME: Stacey Simon

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Claim
Claim return
Claim rejection

History

Time	Who	Approval
6/8/2017 2:56 PM	County Administrative Office	Yes

6/6/2017 6:09 PM

County Counsel

Yes

6/7/2017 6:55 AM

Finance

Yes



VIA OVERNIGHT MAIL

Mono County
Tax Collector
PO Box 495
Bridgeport, CA 93517

Subject: Claim for Refund of Overpayment of Franchise Fees

Dear Sir/Madam:

This letter follows up on the letter dated March 31, 2017 from Dan Tobias & Associates, Inc., on behalf of Liberty Utilities (CalPeco Electric) LLC (“Liberty CalPeco”), with respect to the franchise fees due from Liberty CalPeco for the 2016 calendar year pursuant to the Franchise Agreement. A complete copy of the letter (with attachments) is enclosed.

Liberty CalPeco is the successor grantee of Sierra Pacific Power Company (“Sierra”) with respect to the franchise agreement between Sierra and Mono County, Ordinance No. 89-12, Resolution No. 98-75, dated November 10, 1998 (“Franchise Agreement”).

As noted in the enclosed March 31, 2017 letter, Liberty CalPeco has been using the legacy mapping data and calculations – including Pole Line Miles (“PLM”) and Rights of Way (“RW”) data – provided by Sierra, Liberty CalPeco’s predecessor, in computing the franchise fees due under the Franchise Agreement. In calculating the franchise fee for the 2016 calendar year, we were able to use for the first time our in-house Geospatial Information System (“GIS”) to obtain a more accurate calculation of our franchise fees based on where our facilities’ locations within each county and city in our service territory.

Our calculation of franchise fees for the 2016 calendar year revealed that, based on the actual PLMs and RWs obtained from our GIS, we overpaid our franchise fees to Mono County for each of the six preceding filing years as follows:

2011 (for 2010 calendar year)	(\$17,846.07)
2012 (for 2011 calendar year)	(\$19,820.14)
2013 (for 2012 calendar year)	(\$17,833.48)
2014 (for 2013 calendar year)	(\$17,823.51)
2015 (for 2014 calendar year)	(\$19,560.62)
2016 (for 2015 calendar year)	(\$18,279.28)
<u>TOTAL:</u>	<u>(\$111,163.10)</u>

The workpapers supporting the above calculations were included with the enclosed March 31, 2017 letter.

We recognize that, as with Liberty CalPeco, Mono County was unaware of these overpayments, and therefore would not have included the refund of such overpayments as part of its 2017 budget. Accordingly, we would



like to work with Mono County on a repayment plan that will minimize, to the extent possible, the financial impact of the refund on Mono County. In that regard, please contact me as soon as practicable so that we can begin discussions regarding a workable, mutually acceptable resolution to this matter and schedule for return of overpayments that will minimize any impact on Mono County.

Please direct all communications and notices concerning this matter to me. We look forward to working with you in achieving an optimal resolution of this claim.

Sincerely,

A handwritten signature in black ink, appearing to read "T. Johnson", written over a light blue horizontal line.

Travis Johnson
Vice President, Operations

Encl.

DAN TOBIAS & ASSOCIATES, INC.
TAX, VALUATION, & FINANCIAL CONSULTANTS

928 HORNBLEND ST. #1
SAN DIEGO, CALIFORNIA 92109
858.750.3046
858.750.3049 FAX

March 30, 2017

Mono County
Tax Collector
PO Box 495
Bridgeport, CA 93517

RE: Ordinance No. 89-12, Resolution No. 98-75
Non-Exclusive Franchise for Continued Use of County Rights of
Way to Transmit and Conduct Electricity in the County

To Whom It May Concern:

Please be advised that my office represents Liberty Utilities (CalPeco Electric) LLC (hereinafter "Liberty CalPeco") in connection with its franchise fees due to Mono County pursuant to its franchise agreement, Ordinance No. 89-12, Resolution No. 98-75, dated November 10, 1998.

In calculating the franchise fees due Mono County and other counties and cities for the rights granted for permission to erect, construct, lay, maintain and operate their towers, piers, poles, wires, cables and other superstructures, Liberty CalPeco determined its apportionment and/or allocations among various counties and cities based upon its pole line miles (hereinafter "PLM") and rights of way (hereinafter "RW") system-wide and within each county/city/location. This methodology was applied by the prior owners of record Sierra Pacific Power Company (hereinafter "Sierra") based upon the underlying franchise agreement and Sierra's **own estimation** of its PLMs and RWs.

As I am sure you are aware, Liberty Utilities acquired the interests of these transmission systems from Sierra on December 31, 2010. At the time of the acquisition, Liberty CalPeco inherited legacy mapping data and PLM calculations from Sierra. The PLM and RW data Sierra provided at that time were based on Sierra's estimations as to where these facilities were located in each county/city.

During the 2011 to 2016 filing years Liberty CalPeco was developing its own in-house, state of the art, Geospatial Information System (hereinafter "GIS") and fully staffed its GIS department in 2016. This allowed Liberty CalPeco to make large gains in mapping accuracy of its facilities and locations.

March 30, 2017

Page 2

With a fully staffed GIS department, access to more data sources and some field work, Liberty CalPeco was able to determine that the PLM calculations previously provided by Sierra were inaccurate or out dated. The figures provided for our 2017 filing more accurately represent what facilities are located within each county and city in the Liberty CalPeco service territory.

Enclosed is our 2017 Franchise Fee Voucher. Please be advised that Liberty CalPeco is currently evaluating the potential impact of the more accurate data on the accuracy of the franchise fees paid for the 2011-2016 years, inclusive. Once Liberty CalPeco has determined preliminary findings, Liberty CalPeco will contact you to discuss its findings and potential avenues for resolution.

I have enclosed copies of our workpapers supporting our PLMs and RWs and its impact on the total amounts due under Ordinance No. 98-12, Resolution No. 98-75.

If you should have any questions or wish to review any of our supporting documentation, please contact my office as soon as possible.

This letter is without waiver or prejudice to any of Liberty CalPeco's rights, claims, defenses, or causes of action, in law or in equity, with respect to any franchise fees, all of which are expressly reserved.

Sincerely,



Dannie A. Tobias, MST, EA, ChFC

Cc: Mr. Greg Sorensen, President/Liberty Utilities (CalPeco Electric) LLC

LIBERTY UTILITIES (CalPeco Electric) LLC

MONO COUNTY

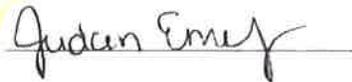
Total Earnings of Company in State of California, 2016		\$83,039,100.14
Gross County Franchise Tax	2.00%	1,660,782.00
Percentage of Pole Line Miles on County Roads and Streets in California		30.14%
Earnings Subject to County Franchise Tax in MONO COUNTY		1,038,506.45
County Franchise Tax Allocable to MONO County Based on Public Franchise Mileage	0.83%	\$13,784.49 ✓

Liberty Utilities (CalPeco Electric) LLC

By _____



Subscribed and Sworn to Before Me
The 15th Day of February, 2017



Mailing Address:
MONO County
Tax Collector
PO BOX 495
Bridgeport, CA 93517

Prepared by: Dan Tobias, MST, EA, ChFC
Tobias & Associates, Inc.
928 Hornblend St., #1
San Diego, CA 92109
858.750.3046



Liberty Utilities
WELP CAN SERVICE Date: Mar 24, 2017

Job Info: n/a
GL Acct or
Cost Code: 8800-2-0000-20-2110-2420

Approved By: 

CALIFORNIA CITY/COUNTY FRANCHISE TAX
 YEAR ENDED DECEMBER 31, 2016

TOWN CODE	LOCATION	GROSS AREA REVENUES (1)	LESS SALES FOR RESALE	(A) LESS UNCOLLECT.	GROSS RECEIPTS	%PLM ALONG R/W	(B) FRANCHISE TAX @ 2%	(2) MINIMUM TAX @ 1%	TAX DUE
60	ALPINE	\$878,457.94		\$1,669.07	\$876,788.87	0.50%	\$8,303.91		\$8,303.91
65	EL DORADO (EXCL.SO.LAKE TAHOE) (1)	13,750,304.02		26,125.58	13,724,178.44	7.72%	128,212.37		128,212.37
70	MONO	1,040,483.37		1,976.92	1,038,506.45	0.83%	13,784.49	10,385.06	13,784.49
75	NEVADA (1)	628,705.67		1,194.54	627,511.13	0.53%	8,802.14	6,275.11	8,802.14
80	PLACER	35,979,652.49		68,361.34	35,911,291.15	10.39%	172,555.25		172,555.25
86	PLUMAS (EXCL.PORTOLA)	982,750.68		1,867.23	980,883.45	0.73%	12,123.71		12,123.71
91	SIERRA (EXCL.LOYALTON)	884,240.88		1,680.06	882,560.82	0.28%	4,650.19	8,825.61	8,825.61
	TOTAL COUNTIES	54,144,595.05	0.00	102,874.74	54,041,720.31	20.98%	348,432.06	25,485.78	352,607.48
66	SOUTH LAKE TAHOE	23,849,457.06		45,313.97	23,804,143.09	7.53%	125,056.88	238,041.43	238,041.43
	TRUCKEE	2,099,495.91		3,989.04	2,095,506.87	0.92%	15,279.19	20,955.07	20,955.07
85	PORTOLA	2,089,350.46		3,969.77	2,085,380.69	0.52%	8,636.07		8,636.07
90	LOYALTON	1,014,276.30		1,927.12	1,012,349.18	0.19%	3,155.49	10,123.49	10,123.49
	TOTAL CITIES	29,052,579.73	0.00	55,199.90	28,997,379.83	9.16%	152,127.63	269,119.99	277,756.06
	GRAND TOTAL	\$83,197,174.78	\$0.00	\$158,074.64	\$83,039,100.14	30.14%	\$500,559.69	\$294,605.78	\$630,363.54
									TAX RATE 2%
									GROSS FRANCHISE TAX \$1,660,782.00

(A) BASIS FOR UNCOLLECT. A/C'S

TOTAL ELECT. OPER. REV. less UNBILLED	\$72,834,895.19	REF: YE P&L, DWittman - provided 3/11/15, GAAP GROSS REV
LESS: SALES FOR RESALE	527,373.19	REF: Provided 3/11/14 by KWittman, SEE TB
	<u>\$72,307,522.00</u>	
ELECT. UNCOLLECT. EXPENSE	<u>\$140,857.14</u>	REF: Provided 3/11/14 by KWittman, actual write offs
	<u>0.0019</u>	(A)

(1) AMOUNT EXCLUDES SALES FOR RESALE.
 NET OF U/B REV PER FINANCIAL.

(2) PER MEMO IN FILE, ONLY NEVADA AND SIERRA COUNTIES AND
 SO. LAKE TAHOE AND LOYALTON ARE SUBJECT TO 1% MIN.

2017

SOURCE: POLE LINE MILE LISTING
PLANT ACCTS

CALCULATION OF PLM
ALONG RIGHTS OF WAY
Y/E 12-31-16

	TOTAL POLE MI	CURRENT YEAR ADDITIONS				TOTAL PLM AT END OF YEAR
		BEG OF YEAR	DIST O/H	DIST U/G	TRANS O/H	
60 ALPINE	65.98			0	0	65.98
65 EL DORADO (EX)	234.91				0	234.91
70 MONO	70.41				0	70.41
75 NEVADA	54.04				0	54.04
80 PLACER	500.37				0	500.37
84 PLUMAS (EXCL.)	30.63				0	30.63
91 SIERRA (EXCL.)	28.74				0	28.74
TOTAL COUNTIES	985.08	0	0	0	0	985.08
66 SOUTH LAKE TA	209.51				0	209.51
TRUCKEE	49.39	0			0	49.39
85 PORTOLA	22.23				0	22.23
90 LOYALTON	8.27				0	8.27
TOTAL CITIES	289.4	0	0	0	0	289.4
GRAND TOTAL	1274.48	0.00	0	0	0	1274.48

TOTAL P L M ALONG R WAY AT BEG OF YEAR	CURRENT YEAR ADDITIONS				TOTAL ADDN'S ALONG R/WAY	TOTAL P L M ALONG R WAY AT END OF YEAR
	DIST O/H	DIST U/G	TRANS O/H			
6.35	**	**	**			6.35
98.37	0.00	0.00	0.00	0.00	0.00	98.37
10.62	0.00	0.00	0.00	0.00	0.00	10.62
6.76	0.00	0.00	0.00	0.00	0.00	6.76
132.44	0.00	0.00	0.00	0.00	0.00	132.44
9.27	0.00	0.00	0.00	0.00	0.00	9.27
3.61	0.00	0.00	0.00	0.00	0.00	3.61
267.42	0.00	0.00	0.00	0.00	0.00	267.42
95.94	0.00	0.00	0.00	0.00	0.00	95.94
11.69				0	0	11.69
6.64	0.00	0.00	0.00	0.00	0.00	6.64
2.45	0.00	0.00	0.00	0.00	0.00	2.45
116.72	0.00	0.00	0.00	0.00	0.00	116.72
384.14	0.00	0.00	0.00	0.00	0.00	384.14

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% OF R/WAY
TO TOTAL PLM
CURRENT YR

0.0050
0.0772
0.0083
0.0053
0.1039
0.0073
0.0028

0.2098

0.0753
0.0092
0.0052
0.0019
0.0916

0.3014

** numbers entered represent additions/deletions to /from total pole mileage times percentage of such activity that was along public rights of way, per district offices

PREPARED BY _____
REVIEWED BY _____

2017

CALIFORNIA CITY/COUNTY FRANCHISE TAX
YEAR ENDED DECEMBER 31, 2015

TOWN CODE	LOCATION	GROSS AREA REVENUES (1)	LESS	(A)	GROSS RECEIPTS	%PLM ALONG R/W	(B)	(2)	TAX DUE	ORIGINAL	DIFFERENCE
			SALES FOR RESALE	LESS UNCOLLECT.			FRANCHISE TAX @ 2%	MINIMUM TAX @ 1%			
60	ALPINE	\$773,649.78		\$1,624.66	\$772,025.12	0.50%	\$7,311.71		\$7,311.71	\$20,619.02	\$13,307.31
65	EL DORADO (EXCL.SO.LAKE TAHC	9,919,593.85		20,831.15	9,898,762.70	7.72%	112,892.82		112,892.82	174,749.90	\$61,857.08
70	MONO	916,344.07		1,924.32	914,419.75	0.83%	12,137.44	9,144.20	12,137.44	30,416.72	\$18,279.28
75	NEVADA	443,515.04		931.38	442,583.66	0.53%	7,750.41	4,425.84	7,750.41	34,072.57	\$26,322.16
80	PLACER	31,686,947.00		66,542.59	31,620,404.41	10.39%	151,937.36		151,937.36	212,917.03	\$60,979.67
86	PLUMAS (EXCL.PORTOLA)	596,604.45		1,462.87	695,141.58	0.73%	10,675.10		10,675.10	8,627.82	(\$2,047.28)
91	SIERRA (EXCL.LOYALTON)	914,631.96		1,920.73	912,711.23	0.28%	4,094.56	9,127.11	9,127.11	23,251.24	\$14,124.13
	TOTAL COUNTIES	<u>45,351,286.15</u>	0.00	95,237.70	45,256,048.45	20.98%	306,799.40	22,697.15	311,831.95	504,654.30	192,822.35
66	SOUTH LAKE TAHOE	23,194,167.79		48,707.75	23,145,460.04	7.53%	110,114.37	231,454.60	231,454.60	231,454.60	(\$0.00)
	TRUCKEE	1,959,186.85		4,114.29	1,955,072.56	0.92%	13,453.55	19,550.73	19,550.73	25,883.46	\$6,332.73
85	PORTOLA	2,008,966.60		4,218.83	2,004,747.77	0.52%	7,604.18		7,604.18	20,472.79	\$12,868.61
90	LOYALTON	757,374.55		1,590.49	755,784.06	0.19%	2,778.45	7,557.84	7,557.84	8,627.82	\$1,069.98
	TOTAL CITIES	<u>27,919,695.79</u>	0.00	58,631.36	27,861,064.43	9.16%	133,950.55	258,563.17	266,167.35	286,438.67	20,271.32
	GRAND TOTAL	<u>\$73,270,981.94</u>	\$0.00	\$153,869.06	\$73,117,112.88	30.14%	\$440,749.95	\$281,260.31	\$577,999.30	\$791,092.97	\$213,093.67
				TAX RATE	<u>2 %</u>						
				GROSS FRANCHISE TAX	<u>\$1,462,342.26</u>			DIFFERENCE:		213,093.67	

(A) BASIS FOR UNCOLLECT. A/C'S

TOTAL ELECT. OPER. REV. less UNB:	\$68,849,849.00	REF: YE P&L, DWittman - provided 3/11/15, GAAP GROSS REV
LESS: SALES FOR RESALE	<u>929,293.00</u>	REF: Provided 3/11/14 by KWittman, SEE TB
	<u>\$68,910,747.00</u>	
ELECT. UNCOLLECT. EXPENS	<u>\$142,214.23</u>	REF: Provided 3/11/14 by KWittman, actual write offs
	<u>0.0021</u>	(A)

(1) AMOUNT EXCLUDES SALES FOR RESALE.
NET OF U/B REV PER FINANCIAL.

(2) PER MEMO IN FILE, ONLY NEVADA AND SIERRA COUNTIES AND
SO. LAKE TAHOE AND LOYALTON ARE SUBJECT TO 1% MIN.

2016

SOURCE: POLE LINE MILE LISTING CALCULATION OF PLM
 PLANT ACCTG ALONG RIGHTS OF WAY
 Y/E 12-31-15

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% OF R/WAY

TO TOTAL PLM

RIGHT OF WAY POLE MILEAGE

	TOTAL PLM AT						TOTAL P L M ALONG R WAY AT						TOTAL P L M ALONG R WAY AT			
	TOTAL POLE	CURRENT YEAR ADDITIONS				TOTAL	END OF YEAR	ORIGINAL	CURRENT YEAR ADDITIONS				TOTAL	END OF YEAR	ORIGINAL	CURRENT YR
		BEG OF YEAR	DIST O/H	DIST U/G	TRANS O/H				BEG OF YEAR	DIST O/H	DIST U/G	TRANS O/H				
60	ALPINE	65.98				0	65.98	95.68	6.35	0.00	0.00	0.00	0.00	6.35	16.12	0.0050
65	EL DORADO	234.91				0	234.91	227.51	98.37	0.00	0.00	0.00	0.00	98.37	137.01	0.0772
70	MONO	70.41				0	70.41	87.91	10.62	0.00	0.00	0.00	0.00	10.62	23.85	0.0083
75	NEVADA	54.04				0	54.04	122.35	6.76	0.00	0.00	0.00	0.00	6.76	26.69	0.0053
80	PLACER	500.37				0	500.37	260.6	132.44	0.00	0.00	0.00	0.00	132.44	166.87	0.1039
86	PLUMAS (EXC)	30.63				0	30.63	34.5	9.27	0.00	0.00	0.00	0.00	9.27	6.74	0.0073
91	SIERRA (EXC)	28.74				0	28.74	70.03	3.61	0.00	0.00	0.00	0.00	3.61	18.26	0.0028
TOTAL COUNTY:		985.08	0	0	0	0	985.08	898.58	267.42	0.00	0.00	0.00	0.00	267.42	395.54	0.2098
66	SOUTH LAKE	209.51				0	209.51	156.73	95.94	0.00	0.00	0.00	0.00	95.94	98.87	0.0753
	TRUCKEE	49.39	0			0	49.39	60.39	11.69				0	11.69	20.34	0.0092
85	PORTOLA	22.23				0	22.23	22.22	6.64	0.00	0.00	0.00	0.00	6.64	16.02	0.0052
90	LOYALTON	8.27				0	8.27	8.28	2.45	0.00	0.00	0.00	0.00	2.45	6.79	0.0019
TOTAL CITY:		289.4	0	0	0	0	289.4	247.62	116.72	0.00	0.00	0.00	0.00	116.72	142.02	0.0916
GRAND TOTAL		1274.48	0.00	0	0	0	1274.48	1146.2	384.14	0.00	0.00	0.00	0.00	384.14	537.56	0.3014

** numbers entered represent additions/deletions to /from total pole mileage times percentage of such activity that was along public rights of way, per district offices

PREPARED BY _____
 REVIEWED BY _____

2016

CALIFORNIA CITY/COUNTY FRANCHISE TAX
YEAR ENDED DECEMBER 31, 2014

TOWN CODE	LOCATION	GROSS AREA REVENUES (1)	LESS	(A)	GROSS RECEIPTS	%PLM ALONG R/W	(B)	(2)	TAX DUE	ORIGINAL	DIFFERENCE
			SALES FOR RESALE	LESS UNCOLLECT.			FRANCHISE TAX @ 2%	MINIMUM TAX @ 1%			
60	ALPINE	\$834,055.92		\$1,251.08	\$832,804.84	0.50%	\$7,887.35		\$7,887.35	\$22,084.57	\$14,197.22
65	EL DORADO (EXCL.SO.LAKE TAHOE)	10,694,110.29		16,041.17	10,678,069.12	7.72%	121,780.61		121,780.61	187,403.32	\$65,622.71
70	MONO	987,891.72		1,481.84	986,409.88	0.83%	13,092.99	9,864.10	13,092.99	32,653.61	\$19,560.62
75	NEVADA	478,144.45		717.22	477,427.23	0.53%	8,360.59	4,774.27	8,360.59	36,439.53	\$28,078.94
80	PLACER	34,161,046.41		51,241.57	34,109,804.84	10.39%	163,899.03		163,899.03	228,259.77	\$64,360.74
86	PLUMAS (EXCL.PORTOLA)	750,994.94		1,126.49	749,868.45	0.73%	11,515.52		11,515.52	9,149.32	(\$2,366.20)
91	SIERRA (EXCL.LOYALTON)	986,045.92		1,479.07	984,566.85	0.28%	4,416.91	9,845.67	9,845.67	24,924.01	\$15,078.34
	TOTAL COUNTIES	48,892,289.65	0.00	73,338.44	48,818,951.21	20.98%	330,953.00	24,484.04	336,381.76	540,914.13	204,532.37
66	SOUTH LAKE TAHOE	25,005,155.67		37,507.73	24,967,647.94	7.53%	118,783.42	249,676.48	249,676.48	249,676.48	\$0.00
	TRUCKEE	2,112,159.08		3,168.24	2,108,990.84	0.92%	14,512.72	21,089.91	21,089.91	27,763.46	\$6,673.55
85	PORTOLA	2,165,825.60		3,248.74	2,162,576.86	0.52%	8,202.84		8,202.84	21,926.82	\$13,723.98
90	LOYALTON	816,509.94		1,224.76	815,285.18	0.19%	2,997.19	8,152.85	8,152.85	9,307.07	\$1,154.22
	TOTAL CITIES	30,099,650.29	0.00	45,149.47	30,054,500.82	9.16%	144,496.17	278,919.24	287,122.08	308,673.83	21,551.75
	GRAND TOTAL	\$78,991,939.94	\$0.00	\$118,487.91	\$78,873,452.03	30.14%	\$475,449.17	\$303,403.28	\$623,503.84	\$849,587.96	\$226,084.12
				TAX RATE	2 %						
				GROSS FRANCHISE TAX	\$1,577,469.04				DIFFERENCE:	226,084.12	

(A) BASIS FOR UNCOLLECT. A/C'S

TOTAL ELECT. OPER. REV. less UNB:	\$73,130,929.18	REF: YE P&L, DWittman - provided 3/11/15, GAAP GROSS REV
LESS: SALES FOR RESALE	2,313,618.11	REF: Provided 3/11/14 by KWittman, SEE TB
	<u>\$70,817,310.17</u>	
ELECT. UNCOLLECT. EXPENS	\$101,302.93	REF: Provided 3/11/14 by KWittman, actual write offs
	<u>0.0015 (A)</u>	

(1) AMOUNT EXCLUDES SALES FOR RESALE.
NET OF U/B REV PER FINANCIAL.

(2) PER MEMO IN FILE, ONLY NEVADA AND SIERRA COUNTIES AND
SO. LAKE TAHOE AND LOYALTON ARE SUBJECT TO 1% MIN.

2015

SOURCE: POLE LINE MILE LISTING CALCULATION OF PLM
 PLANT ACCTG ALONG RIGHTS OF WAY
 Y/E 12-31-14

29-Mar-17

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RIGHT OF WAY POLE MILEAGE

	TOTAL POLE	TOTAL PLM AT				TOTAL P L M ALONG R WAY AT				TOTAL ADDN'S ALON R WAY AT				TOTAL P L M ALONG R WAY AT		TO TOTAL PLM
		BEG OF YEAR	DIST O/H	CURRENT YEAR ADDITIONS		END OF YEAR	ORIGINAL	BEG OF YEAR	DIST O/H	CURRENT YEAR ADDITIONS		R/WAY	END OF YEAR	ORIGINAL	CURRENT YR	
				DIST U/G	TRANS O/H					DIST U/G	TRANS O/H					
60	ALPINE	65.98			0	65.98	95.68	6.35	0.00	0.00	0.00	0.00	6.35	16.12	0.0050	
65	EL DORADO	234.91			0	234.91	227.51	98.37	0.00	0.00	0.00	0.00	98.37	137.01	0.0772	
70	MONO	70.41			0	70.41	87.91	10.62	0.00	0.00	0.00	0.00	10.62	23.85	0.0083	
75	NEVADA	54.04			0	54.04	129.47	6.76	0.00	0.00	0.00	0.00	6.76	26.69	0.0053	
60	PLACER	500.37			0	500.37	260.6	132.44	0.00	0.00	0.00	0.00	132.44	166.87	0.1039	
86	PLUMAS (EXC)	30.63			0	30.63	34.5	9.27	0.00	0.00	0.00	0.00	9.27	6.74	0.0073	
91	SIERRA (EXC)	28.74			0	28.74	70.03	3.61	0.00	0.00	0.00	0.00	3.61	18.26	0.0028	
TOTAL COUNTY		985.08	0	0	0	985.08	905.7	267.42	0.00	0.00	0.00	0.00	267.42	395.54	0.2098	
66	SOUTH LAKE	209.51			0	209.51	156.73	95.94	0.00	0.00	0.00	0.00	95.94	98.87	0.0753	
	TRUCKEE	49.39	0		0	49.39	60.39	11.69				0	11.69	20.34	0.0092	
85	FORTOLA	22.23			0	22.23	22.22	6.64	0.00	0.00	0.00	0.00	6.64	16.03	0.0052	
90	LOYALTON	8.27			0	8.27	8.28	2.45	0.00	0.00	0.00	0.00	2.45	6.79	0.0019	
TOTAL CITIE:		289.4	0	0	0	289.4	247.62	116.72	0.00	0.00	0.00	0.00	116.72	142.03	0.0916	
GRAND TOTAL		1274.48	0.00	0	0	1274.48	1153.32	384.14	0.00	0.00	0.00	0.00	384.14	537.57	0.3014	

** numbers entered represent additions/deletions to /from total pole mileage times percentage of such activity that was along public rights of way, per district offices

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 REVIEWED BY _____

2015

CALIFORNIA CITY/COUNTY FRANCHISE TAX
YEAR ENDED DECEMBER 31, 2013

TOWN CODE	LOCATION	GROSS AREA REVENUES (1)	LESS	(A)	GROSS RECEIPTS	%PLM ALONG R/W	(B)	(2)	TAX DUE	ORIGINAL	DIFFERENCE
			SALES FOR RESALE	LESS UNCOLLECT.			FRANCHISE TAX @ 2%	MINIMUM TAX @ 1%			
60	ALPINE	\$853,067.03		\$3,071.04	\$849,995.99	0.50%	\$7,186.90		\$7,186.90	\$20,123.32	\$12,936.42
65	EL DORADO (EXCL.SO.LAKE TAHC	10,524,024.17		37,886.49	10,486,137.68	7.72%	110,965.76		110,965.76	170,760.79	\$59,795.03
70	MONO	1,018,298.00		3,665.87	1,014,632.13	0.83%	11,930.26	10,146.32	11,930.26	29,753.77	\$17,823.51
75	NEVADA	354,153.99		1,274.95	352,879.04	0.53%	7,618.12	3,528.79	7,618.12	33,203.49	\$25,585.37
80	PLACER	29,032,062.23		104,515.42	28,927,546.81	10.39%	149,343.82		149,343.82	207,988.94	\$58,645.12
86	PLUMAS (EXCL.PORTOLA)	695,929.35		2,505.35	693,424.00	0.73%	10,492.88		10,492.88	8,336.81	(\$2,156.07)
91	SIERRA (EXCL.LOYALTON)	805,346.86		2,899.25	802,447.61	0.28%	4,024.66	8,024.48	8,024.48	22,710.61	\$14,686.13
	TOTAL COUNTIES	43,282,881.63	0.00	155,818.37	43,127,063.26	20.98%	301,562.40	21,699.59	305,562.22	492,877.73	187,315.51
66	SOUTH LAKE TAHOE	24,607,457.34		88,586.85	24,518,870.49	7.53%	108,234.74	245,188.70	245,188.70	245,188.70	(\$0.00)
	TRUCKEE	1,564,442.66		5,631.99	1,558,810.67	0.92%	13,223.90	15,588.11	15,588.11	56,345.31	\$40,757.20
85	PORTOLA	2,007,019.65		7,225.27	1,999,794.38	0.52%	7,474.38		7,474.38	19,979.59	\$12,505.21
90	LOYALTON	666,879.41		2,400.77	664,478.64	0.19%	2,731.02	6,644.79	6,644.79	8,480.54	\$1,835.75
	TOTAL CITIES	28,845,799.06	0.00	103,844.88	28,741,954.18	9.16%	131,664.04	267,421.60	274,895.98	329,994.14	55,098.16
	GRAND TOTAL	\$72,128,680.69	\$0.00	\$259,663.25	\$71,869,017.44	30.14%	\$433,226.44	\$289,121.19	\$580,458.19	\$822,871.87	\$242,413.68
				TAX RATE	2 %						
				GROSS FRANCHISE TAX	\$1,437,380.35					DIFFERENCE:	242,413.68

(A) BASIS FOR UNCOLLECT. A/C'S

TOTAL ELECT. OPER. REV. less UNB:	974,537,600.00	REF: YE P&L, DWittman - 12/31/13, provided 3/11/14
LESS: SALES FOR RESALE	2,396,924.00	REF: Provided 3/11/14 by KWittman
	<u>\$72,128,681.00</u>	
ELECT. UNCOLLECT. EXPENS	\$259,663.19	REF: Provided 3/11/14 by KWittman, actual write offs
	<u>0.0036</u>	(A)

(1) AMOUNT EXCLUDES SALES FOR RESALE.
NET OF U/B REV PER FINANCIAL.

(2) PER MEMO IN FILE, ONLY NEVADA AND SIERRA COUNTIES AND
SO. LAKE TAHOE AND LOYALTON ARE SUBJECT TO 1% MIN.

2014

SOURCE: POLE LINE MILE LISTING CALCULATION OF PLM
 PLANT ACCTG ALONG RIGHTS OF WAY
 Y/E 12-31-13

29-May-17

04:31 PM

RIGHT OF WAY POLE MILEAGE

PAGE 2 OF 2

1 OF R/WAY

TO TOTAL PLM

	TOTAL POLE	TOTAL PLM AT				TOTAL PLM AT				TOTAL P L M ALONG R WAY AT				TOTAL P L M ALONG R WAY AT			
		BEG OF YEAR	DIST O/H	CURRENT YEAR ADDITIONS		END OF YEAR	ORIGINAL	BEG OF YEAR	DIST O/H	CURRENT YEAR ADDITIONS		ADDN'S ALON	R WAY AT	END OF YEAR	ORIGINAL	CURRENT YR	
				DIST U/G	TRANS O/H					DIST U/G	TRANS O/H						
60	ALPINE	65.98		0	0	65.98	95.68	6.35	0.00	0.00	0.00	0.00	6.35	16.12	0.0050		
65	EL DORADO	234.91		0	0	234.91	227.51	98.37	0.00	0.00	0.00	0.00	98.37	137.01	0.0772		
70	MOND	70.41		0	0	70.41	87.91	10.62	0.00	0.00	0.00	0.00	10.62	23.85	0.0083		
75	NEVADA	54.04		0	0	54.04	129.47	6.76	0.00	0.00	0.00	0.00	6.76	26.69	0.0053		
80	PLACER	500.37		0	0	500.37	260.6	132.44	0.00	0.00	0.00	0.00	132.44	166.87	0.1039		
86	PLUMAS (EXC	30.63		0	0	30.63	34.5	9.27	0.00	0.00	0.00	0.00	9.27	6.74	0.0073		
91	SIERRA (EXC	28.74		0	0	28.74	70.03	3.61	0.00	0.00	0.00	0.00	3.61	18.26	0.0028		
TOTAL COUNTY		985.08	0	0	0	985.08	905.7	267.42	0.00	0.00	0.00	0.00	267.42	395.54	0.2098		
66	SOUTH LAKE	209.51		0	0	209.51	156.73	95.94	0.00	0.00	0.00	0.00	95.94	98.87	0.0753		
	TRUCKEE	49.39	0			49.39	60.39	11.69				0	11.69	45.18	0.0092		
85	PORTOLA	22.23		0	0	22.23	22.22	6.64	0.00	0.00	0.00	0.00	6.64	16.03	0.0052		
90	LOYALTON	8.27		0	0	8.27	8.28	2.45	0.00	0.00	0.00	0.00	2.45	6.79	0.0019		
TOTAL CITIES		289.4	0	0	0	289.4	247.62	116.72	0.00	0.00	0.00	0.00	116.72	166.87	0.0916		
GRAND TOTAL		1274.48	0.00	0	0	1274.48	1153.32	384.14	0.00	0.00	0.00	0.00	384.14	562.41	0.3014		

** numbers entered represent additions/deletions to /from total pole mileage times percentage of such activity that was along public rights of way, per district offices

PREPARED BY _____
 REVIEWED BY _____

2014

CALIFORNIA CITY/COUNTY FRANCHISE TAX
YEAR ENDED DECEMBER 31, 2012

TOWN CODE	LOCATION	GROSS AREA REVENUES (1)	LESS	(A)	GROSS RECEIPTS	%PLM ALONG R/W	(B)	(2)	TAX DUE	ORIGINAL	DIFFERENCE
			SALES FOR RESALE	LESS UNCOLLECT.			FRANCHISE TAX @ 2%	MINIMUM TAX @ 1%			
60	ALPINE	\$857,279.09		\$7,886.97	\$849,392.12	0.50%	\$7,190.92		\$7,190.92	\$20,134.58	\$12,943.66
65	EL DORADO (EXCL.SO.LAKE TAHOE)	10,581,251.65		\$97,347.52	10,483,904.13	7.72%	\$111,027.82		\$111,027.82	\$170,856.29	\$59,828.47
70	MONO	1,023,644.83		\$9,417.53	1,014,227.30	0.83%	\$11,936.93	10,142.27	\$11,936.93	\$29,770.41	\$17,833.48
75	NEVADA	358,210.68		\$3,295.54	354,915.14	0.53%	\$7,622.38	3,549.15	\$7,622.38	\$33,222.06	\$25,599.68
80	PLACER	29,232,279.78		\$268,936.97	28,963,342.81	10.39%	\$149,427.34		\$149,427.34	\$208,105.26	\$58,677.92
86	PLUMAS (EXCL.PORTOLA)	699,525.82		\$6,435.64	693,090.18	0.73%	\$10,498.74		\$10,498.74	\$8,341.47	(\$2,157.27)
91	SIERRA (EXCL.LOYALTON)	811,626.08		\$7,466.96	804,159.12	0.28%	\$4,026.92	8,041.59	\$8,041.59	\$22,723.31	\$14,681.72
	TOTAL COUNTIES	<u>43,563,817.93</u>	0.00	400,787.13	43,163,030.80	20.98%	301,731.05	21,733.02	305,745.72	493,153.38	187,407.66
66	SOUTH LAKE TAHOE	24,741,267.63		\$227,619.66	24,513,647.97	7.53%	\$108,295.27	245,136.48	\$245,136.48	\$245,136.48	\$0.00
	TRUCKEE	1,582,362.72		\$14,557.74	1,567,804.98	0.92%	\$13,231.29	15,678.05	\$15,678.05	\$56,376.82	\$40,698.77
85	PORTOLA	2,017,391.68		\$18,560.00	1,998,831.68	0.52%	\$7,478.56		\$7,478.56	\$19,990.76	\$12,512.20
90	LOYALTON	672,079.01		\$6,183.13	665,895.88	0.19%	\$2,732.55	6,658.96	\$6,658.96	\$8,485.29	\$1,826.33
	TOTAL CITIES	<u>29,013,101.04</u>	0.00	266,920.53	28,746,180.51	9.16%	131,737.67	267,473.49	274,952.05	329,989.35	55,037.30
	GRAND TOTAL	<u>\$72,576,918.97</u>	50.00	\$667,707.66	\$71,909,211.31	30.14%	\$433,468.72	\$289,206.50	\$580,697.77	\$823,142.73	\$242,444.96
				TAX RATE	<u>2 %</u>						
				GROSS FRANCHISE TAX	<u>\$1,438,184.23</u>				DIFFERENCE:	242,444.96	

(A) BASIS FOR UNCOLLECT. A/C'S

TOTAL ELECT. OPER. REV.	\$71,951,090.00	REF: YE P&L, DWittman - 12/31/11, provided 3/13/13
LESS: SALES FOR RESALE	<u>790,855.00</u>	REF: Provided 3/13/13 by KWittman
	<u>\$71,220,147.00</u>	
ELECT. UNCOLLECT. EXPENS	\$652,757.98	REF: Provided 3/13/13 by KWittman
	<u>0.0092</u>	(A)

(1) AMOUNT EXCLUDES SALES FOR RESALE.
NET OF U/B REV PER FINANCIAL.

(2) PER MEMO IN FILE, ONLY NEVADA AND SIERRA COUNTIES AND
SO. LAKE TAHOE AND LOYALTON ARE SUBJECT TO 1% MIN.

2013

SOURCE: POLE LINE MILE LISTING CALCULATION OF PLM
 PLANT ACCTG ALONG RIGHTS OF WAY
 Y/E 12-31-12

29-Mar-17
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 PAGE 2 OF 2
 OF R/WAY
 TO TOTAL PLM

	TOTAL POLE PLM AT	RIGHT OF WAY POLE MILEAGE										TOTAL P L M ALONG R WAY AT	TOTAL P L M ALONG R WAY AT	CURRENT YR	
		CURRENT YEAR ADDITIONS				TOTAL PLM AT	CURRENT YEAR ADDITIONS				TOTAL P L M ALONG R WAY AT				CURRENT YR
		BEG OF YEAR	DIST O/H	DIST U/G	TRANS O/H		END OF YEAR	ORIGINAL	REG OF YEAR	DIST O/H					
60 ALPINE	65.98			0	0	65.98	95.68	6.35	0.00	0.00	0.00	0.00	6.35	16.12	0.0050
65 EL DORADO	234.91			0	0	234.91	227.51	98.37	0.00	0.00	0.00	0.00	98.37	137.01	0.0772
70 MONO	70.41			0	0	70.41	87.91	10.62	0.00	0.00	0.00	0.00	10.62	23.85	0.0083
75 NEVADA	54.04			0	0	54.04	129.47	6.76	0.00	0.00	0.00	0.00	6.76	26.69	0.0053
80 PLACER	500.37			0	0	500.37	260.6	132.44	0.00	0.00	0.00	0.00	132.44	166.87	0.1039
86 PLUMAS (EXC)	30.63			0	0	30.63	34.5	9.27	0.00	0.00	0.00	0.00	9.27	6.74	0.0073
91 SIERRA (EXC)	28.74			0	0	28.74	70.03	3.61	0.00	0.00	0.00	0.00	3.61	18.26	0.0028
TOTAL COUNTY:	985.08	0	0	0	0	985.08	905.7	267.42	0.00	0.00	0.00	0.00	267.42	395.54	0.2098
66 SOUTH LAKE	209.51			0	0	209.51	156.73	95.94	0.00	0.00	0.00	0.00	95.94	98.87	0.0753
TRUCKEE	49.39	0			0	49.39	60.39	11.69				0	11.69	45.18	0.0092
85 PORTOLA	22.23			0	0	22.23	22.22	6.64	0.00	0.00	0.00	0.00	6.64	16.03	0.0052
90 LOYALTON	8.27			0	0	8.27	8.28	2.45	0.00	0.00	0.00	0.00	2.45	6.79	0.0019
TOTAL CITIE:	289.4	0	0	0	0	289.4	247.62	116.72	0.00	0.00	0.00	0.00	116.72	166.87	0.0916
GRAND TOTAL	1274.48	0.00	0	0	0	1274.48	1153.32	384.14	0.00	0.00	0.00	0.00	384.14	562.41	0.3014

** numbers entered represent additions/deletions to /from total pole mileage times percentage of such activity that was along public rights of way, per district offices

PREPARED BY _____
 REVIEWED BY _____

2013

CALIFORNIA CITY/COUNTY FRANCHISE TAX
YEAR ENDED DECEMBER 31, 2011

TOWN CODE	LOCATION	GROSS AREA REVENUES (1)	LESS	(A)	GROSS RECEIPTS	%PLM ALONG R/W	(B)	(2)	TAX DUE	ORIGINAL	DIFFERENCE
			SALES FOR RESALE	LESS UNCOLLECT.			FRANCHISE TAX @ 2%	MINIMUM TAX @ 1%			
60	ALPINE	\$908,508.00		\$3,270.63	\$905,237.37	0.50%	\$7,623.13		\$7,623.13	\$21,954.62	\$14,331.49
65	EL DORADO (EXCL.SO.LAKE TAHOE)	11,174,094.01		\$40,226.74	11,133,867.27	7.72%	\$117,701.15		\$117,701.15	\$186,461.80	\$68,760.65
70	MONO	1,085,347.00		\$3,907.25	1,081,439.75	0.83%	\$12,654.40	10,814.40	\$12,654.40	\$32,474.54	\$19,820.14
75	NEVADA	370,678.38		\$1,334.44	369,343.94	0.53%	\$8,080.52	3,693.44	\$8,080.52	\$36,286.11	\$28,205.59
80	PLACER	30,828,514.00		\$110,982.65	30,717,531.35	10.39%	\$158,408.68		\$158,408.68	\$227,169.33	\$68,760.65
86	PLUMAS (EXCL.PORTOLA)	732,459.76		\$2,636.86	729,822.90	0.73%	\$11,129.77		\$11,129.77	\$9,147.76	(\$1,982.01)
91	SIERRA (EXCL.LOYALTON)	836,879.51		\$3,012.77	833,866.74	0.28%	\$4,268.95	8,338.67	\$8,338.67	\$24,851.41	\$16,512.74
	TOTAL COUNTIES	45,936,480.66	0.00	165,371.34	45,771,109.32	20.98%	319,866.60	22,846.50	323,936.32	538,345.57	214,409.25
66	SCUTH LAKE TAHOE	26,127,461.99		\$94,058.86	26,033,403.13	7.53%	\$114,804.36	260,334.03	\$260,334.03	\$260,334.03	(\$0.00)
	TRUCKEE	1,637,437.62		\$5,894.78	1,631,542.84	0.92%	\$14,026.56	16,315.43	\$16,315.43	\$27,748.20	\$11,432.77
85	PORTOLA	2,112,371.24		\$7,604.54	2,104,766.70	0.52%	\$7,928.06		\$7,928.06	\$21,802.16	\$13,874.10
90	LOYALTON	692,990.49		\$2,494.77	690,495.72	0.19%	\$2,896.79	6,904.96	\$6,904.96	\$9,300.22	\$2,395.26
	TOTAL CITIES	30,570,261.34	0.00	110,052.95	30,460,208.39	9.16%	139,655.77	283,554.42	291,482.48	319,184.61	27,702.13
	GRAND TOTAL	976,506,742.00	\$0.00	\$275,424.29	\$76,231,317.71	30.14%	\$459,522.37	\$306,400.92	\$615,418.79	\$857,530.18	\$242,111.39
				TAX RATE	2 %						
				GROSS FRANCHISE TAX	\$1,524,626.35			DIFFERENCE:	242,111.39		

(A) BASIS FOR UNCOLLECT. A/C'S

TOTAL ELECT. OPER. REV.	978,129,089.00	REF: YE P&L, DVanderwyk - 12/31/11
LESS: SALES FOR RESALE	941,110.95	REF: DVanderwyk
	<u>\$77,587,978.05</u>	
ELECT. UNCOLLECT. EXPENS	\$280,336.91	REF: DVanderwyk
	<u>0.0036</u>	(A)

(1) AMOUNT EXCLUDES SALES FOR RESALE.
NET OF U/B REV PER FINANCIAL.

(2) PER MEMO IN FILE, ONLY NEVADA AND SIERRA COUNTIES AND
SO. LAKE TAHOE AND LOYALTON ARE SUBJECT TO 1% MIN.

2012

SOURCE: POLE LINE MILE LISTING
PLANT ACCTG

CALCULATION OF PLM
ALONG RIGHTS OF WAY
Y/E 12-31-11

RIGHT OF WAY POLE MILEAGE

29-Mar-17
04:16 PM
PAGE 2 OF 2
: OF R/WAY
TO TOTAL PLM

	TOTAL PLM AT				TOTAL PLM AT	TOTAL P L M ALONG R WAY AT			TOTAL ADDN'S ALONG R WAY AT			TOTAL P L M ALONG R WAY AT	TOTAL ORIGINAL	CURRENT YR	
	BEG OF YEAR	DIST O/H	DIST U/G	TRANS O/H		END OF YEAR	ORIGINAL	BEG OF YEAR	DIST O/H	DIST U/G	TRANS O/H				R/WAY
60 ALPINE	55.98				0	65.98	95.68	6.35	0.00	0.00	0.00	0.00	6.35	16.12	0.0050
65 EL DORADO (I)	234.91		0		0	234.91	227.51	98.37	0.00	0.00	0.00	0.00	98.37	137.01	0.0772
70 MONO	70.41				0	70.41	87.91	10.62	0.00	0.00	0.00	0.00	10.62	23.85	0.0083
75 NEVADA	54.04				0	54.04	129.47	6.76	0.00	0.00	0.00	0.00	6.76	26.69	0.0053
80 PLACER	500.37				0	500.37	260.6	132.44	0.00	0.00	0.00	0.00	132.44	166.87	0.1039
86 PLUMAS (EXC)	30.63				0	30.63	34.5	9.27	0.00	0.00	0.00	0.00	9.27	6.74	0.0073
91 SIERRA (EXC)	28.74				0	28.74	70.03	3.61	0.00	0.00	0.00	0.00	3.61	18.26	0.0028
TOTAL COUNTY	985.08	0	0	0	0	985.08	905.7	267.42	0.00	0.00	0.00	0.00	267.42	395.54	0.2398
66 SOUTH LAKE	209.51				0	209.51	156.73	95.94	0.00	0.00	0.00	0.00	95.94	98.87	0.0753
TRUCKEE	49.39				49.39	49.39	27.19	11.69				0	11.69	20.34	0.0092
85 PORTOLA	22.23				0	22.23	22.22	6.64	0.00	0.00	0.00	0.00	6.64	16.03	0.0052
90 LOYALTON	8.27				0	8.27	8.28	2.45	0.00	0.00	0.00	0.00	2.45	6.79	0.0019
TOTAL CITIES	289.4	0	0	0	49.39	289.4	214.42	116.72	0.00	0.00	0.00	0.00	116.72	142.03	0.0916
GRAND TOTAL	1274.48	0.00	0	0	49.39	1274.48	1120.12	384.14	0.00	0.00	0.00	0.00	384.14	537.57	0.3014

** numbers entered represent additions/deletions to /from total pole mileage times percentage of such activity that was along public rights of way, per district offices

PREPARED BY _____
REVIEWED BY _____

2012

CALIFORNIA CITY/COUNTY FRANCHISE TAX
YEAR ENDED DECEMBER 31, 2010

TOWN CODE	LOCATION	GROSS AREA REVENUES (1)	LESS SALES FOR RESALE	(A)	GROSS RECEIPTS	EPLM ALONG R/W	(B)	(2)	TAX DUE	ORIGINAL	DIFFERENCE
				LESS UNCOLLECT.			FRANCHISE TAX	MINIMUM TAX			
60	ALPINE	\$809,188.50		\$2,022.97	5807,165.53	0.50%	\$6,663.87				
65	EL DORADO (EXCL. SO. LAKE TAHOE) (1)	10,086,187.24		\$25,245.47	10,072,941.77	7.72%	105,978.20		\$6,863.87	\$19,767.95	\$12,904.08
70	MONO	1,015,003.01		\$2,537.51	1,012,465.50	0.81%	11,394.03		\$105,978.20	\$167,890.33	\$61,912.13
75	NEVADA	955,605.14		\$2,389.01	953,216.13	0.53%	7,275.71	10,124.66	\$11,394.03	\$29,240.10	\$17,846.07
80	PLACER	27,618,416.79		\$69,846.04	27,549,370.75	10.39%	142,631.28	9,532.16	\$9,532.16	\$32,672.03	\$23,139.87
86	PLUMAS (EXCL. PORTOLA)	665,245.82		\$1,663.11	663,582.51	0.73%	10,021.25		\$142,631.28	\$204,543.41	\$61,912.13
91	SIERRA (EXCL. LOYALTON)	732,803.05		\$1,832.01	730,971.04	0.28%	3,883.77	7,309.71	\$10,021.25	\$8,236.65	(\$1,784.60)
TOTAL COUNTIES		41,894,449.35	0.00	104,736.12	41,789,713.23	20.98%	288,008.11	26,966.53	\$7,309.71	\$22,376.23	\$15,066.52
66	SOUTH LAKE TAHOE	23,611,757.98		\$9,029.39	23,552,728.59	7.53%	103,369.92	235,527.29	\$293,730.50	\$84,726.70	\$190,996.20
	TRUCKEE	779,209.87		1,948.02	777,261.85	0.92%	12,629.53	7,772.62	\$235,527.29	\$235,527.29	\$0.00
85	PORTOLA	1,918,529.57		4,796.32	1,913,733.25	0.52%	7,130.43		\$12,629.53	\$24,984.50	\$12,354.97
90	LOYALTON	606,808.43		1,517.02	605,291.41	0.19%	2,608.27	6,052.91	\$7,130.43	\$19,630.68	\$12,492.25
TOTAL CITIES		26,916,305.85	0.00	67,290.75	26,849,015.10	9.16%	125,746.15	249,352.82	\$6,052.91	\$8,373.92	\$2,321.01
GRAND TOTAL		\$68,810,755.20	\$0.00	\$172,026.87	\$68,638,728.33	30.14%	\$413,754.26	\$276,319.35	\$555,078.66	\$773,243.09	\$218,164.43
				TAX RATE	2 %						
				GROSS FRANCHISE TAX	\$1,372,774.57		DIFFERENCE		\$218,164.43		

(A) BASIS FOR UNCOLLECT. A/C'S

TOTAL ELECT. OPER. REV.	\$850,805,025.00	REF: 12/10 F/R page 19
LESS: SALES FOR RESALE	376,184.00	REF: 12/10 F/R page 19 A/C 447
	<u>\$850,428,841.00</u>	
ELECT. UNCOLLECT. EXPENSE	\$2,116,992.00	REF: 12/10 F/R page 22, A/C 904
	<u>0.0025 (A)</u>	

(1) AMOUNT EXCLUDES SALES FOR RESALE.
NET OF U/B REV PER FINANCIAL.

(2) PER MEMO IN FILE, ONLY NEVADA AND SIERRA COUNTIES AND
SO. LAKE TAHOE AND LOYALTON ARE SUBJECT TO 1% MIN.

1100

SOURCE: POLE LINE MILE LISTING
PLANT ACCTG

CALCULATION OF PLM
ALONG RIGHTS OF WAY
Y/E 12-31-10

RIGHT OF WAY POLE MILEAGE

29-Mar-17

04:12 PM

PAGE 2 OF 2

1 OF R/WAY

TO TOTAL PLM

TOTAL POLE MILEAGE	TOTAL PLM AT					TOTAL P L M ALONG R WAY AT					TOTAL P L M ALONG R WAY AT				
	BEG OF YEAR	DIST	O/H DIST	U/G/TRANS	O/I	TOTAL	END OF YEAR	ORIGINAL	BEG OF YEAR	DIST O/H	DIST U/G	TRANS O/H	R/WAY	END OF YEAR	ORIGINAL
60 ALPINE	65.98		0		0	65.98	95.68	6.35	0.00	0.00	0.00	0.00	6.35	16.12	0.0050
65 EL DORADO (EXCL.SO.LAKE TAHOE)	234.91		0		0	234.91	227.51	98.37	0.00	0.00	0.00	0.00	98.37	137.01	0.0772
70 MONO	70.41		0		0	70.41	87.91	10.62	0.00	0.00	0.00	0.00	10.62	23.85	0.0083
75 NEVADA	54.04		0		0	54.04	129.47	6.76	0.00	0.00	0.00	0.00	6.76	26.69	0.0053
80 PLACER	500.37		0		0	500.37	260.6	132.44	0.00	0.00	0.00	0.00	132.44	166.87	0.1039
86 PLUMAS (EXCL. PORTOLA)	30.63		0		0	30.63	34.5	9.27	0.00	0.00	0.00	0.00	9.27	6.74	0.0073
91 SIERRA (EXCL.LOYALTON)	28.74		0		0	28.74	70.03	3.61	0.00	0.00	0.00	0.00	3.61	18.26	0.0028
TOTAL COUNTIES	985.08	0	0	0	0	985.08	905.7	267.42	0.00	0.00	0.00	0.00	267.42	395.54	0.2098
66 SOUTH LAKE TAHOE	209.51		0		0	209.51	156.73	95.94	0.00	0.00	0.00	0.00	95.94	98.87	0.0753
TRUCKEE	49.39		0		0	49.39	27.19	11.69	0.00	0.00	0.00	0.00	11.69	20.34	0.0092
85 PORTOLA	22.23		0		0	22.23	22.22	6.64	0.00	0.00	0.00	0.00	6.64	16.03	0.0052
90 LOYALTON	8.27		0		0	8.27	8.28	2.45	0.00	0.00	0.00	0.00	2.45	6.79	0.0019
TOTAL CITIES	289.4	0	0	0	0	289.4	214.42	116.72	0.00	0.00	0.00	0.00	116.72	142.03	0.0916
GRAND TOTAL	1274.48	0.00	0	0	0	1274.48	1120.12	384.14	0.00	0.00	0.00	0.00	384.14	537.57	0.3014

** numbers entered represent additions/deletions to /from total pole mileage times percentage of such activity that was along public rights of way, per district offices

PREPARED BY _____

REVIEWED BY _____

2011

County Counsel
Stacey Simon

Assistant County Counsel
Christian E. Milovich

Deputy County Counsel
Anne M. Larsen

**OFFICE OF THE
COUNTY COUNSEL**

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

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

Paralegal
Jenny Senior

June 13, 2017

Dannie A. Tobias
Dan Tobias & Associations, Inc.
928 Hornblend St. #1
San Diego, CA 92109

Re: Claim for Refund of Overpayment of Franchise Fees

Dear Mr. Tobias:

At its meeting of June 13, 2017, the Board of Supervisors considered the Claim for Refund presented by or on behalf of Liberty Utilities (CalPeco Electric) LLC ("Liberty CalPeco") dated March 30, 2017 (the "Claim"). The Board directed that I return the Claim to you without further action to the extent it refers to events or occurrences prior to September 30, 2016, because it was not presented within six months after the event or occurrence as required by law. See California Government §§ 901 and 911.2. Because the claim was not presented within the time allowed by law (as to events or occurrences prior to September 30, 2016), no action was taken on the claim. Note: to the extent the claim refers to events or occurrences on or after September 30, 2016, it was rejected in its entirety by the Board of Supervisors, and you will be receiving a separate notice of that rejection from my office.

To the extent the claim refers to events or occurrences on or after March 30, 2016 (i.e., within one year of claim presentation) but prior to September 30, 2017, your only recourse at this time is to apply without delay to the Board of Supervisors for leave to present a late claim. See Sections 911.4 to 912.2, inclusive, and Section 946.6 of the California Government Code. Under some circumstances, leave to present a late claim will be granted. See California Government Code § 911.6. Note that such potential leave to present a late claim is not applicable to the extent the claim refers to events or occurrences prior to March 30, 2016 (i.e., more than one year prior to claim presentation). See Government Code sections 901, 911.2, and 911.4.

This notice does not apply to any claim you may have under federal law, and your time for filing an action on any federal claim may be less than six months.

To claimant: You may (at your own expense) seek the advice of an attorney of your choice in connection with this matter. If you desire to consult an attorney, you should do so immediately.

Sincerely yours,

STACEY SIMON

Encl.

cc: Janet Dutcher, Finance Director
Gerald Frank, Asst. Finance Director/Treasurer-Tax Collector
Andrew Fischer, Trindel Insurance Fund

County Counsel
Stacey Simon

Assistant County Counsel
Christian E. Milovich

Deputy County Counsel
Anne M. Larsen

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760-924-1700
Facsimile
760-924-1701

Paralegal
Jenny Senior

June 13, 2017

Dannie A. Tobias
Dan Tobias & Associations, Inc.
928 Hornblend St. #1
San Diego, CA 92109

Re: Claim for Refund of Overpayment of Franchise Fees

Dear Mr. Tobias:

NOTICE IS HEREBY GIVEN that the Claim for Refund presented by or on behalf of Liberty Utilities (CalPeco Electric) LLC, on or about March 30, 2017, was rejected by the Board of Supervisors on June 13, 2017, in its entirety to the extent it refers to events or occurrences on or after September 30, 2016. Note: to the extent the claim refers to events or occurrences prior to September 30, 2016, the Board took no action on the claim and directed that I return it to you because it was not presented within the time period prescribed by law. You will receive a separate notice from my office regarding the return of the claim.

WARNING

Subject to certain exceptions, you have only six (6) months from the date this notice was personally delivered or deposited in the mail to file a court action on this claim. See Government Code § 945.6. This notice does not apply to any claim you may have under federal law, and your time for filing an action on any federal claim may be less than six months.

To Claimant: You may (at your own expense) seek the advice of any attorney of your choice in connection with this matter. If you wish to consult an attorney, you should do so immediately.

Please also be advised that, pursuant to Sections 128.5 and 1038 of the California Code of Civil Procedure, the County will seek to recover all costs of defense in the event an action is filed in the matter and it is determined that the

action was not brought in good faith and with reasonable cause.

Sincerely yours,

STACEY SIMON

Encl.

cc: Janet Dutcher, Finance Director
Gerald Frank, Asst. Finance Director/Treasurer-Tax Collector
Andrew Fischer, Trindel Insurance Fund



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 13, 2017

Departments: Finance

TIME REQUIRED	45 minutes (30 minute presentation; 15 minute discussion)	PERSONS APPEARING BEFORE THE BOARD	Janet Dutcher, Ulrik Binzer (Host Compliance)
SUBJECT	Transient Occupancy Tax (TOT) Collections, Audit Efforts and Monitoring Solutions		

AGENDA DESCRIPTION:

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

Finance will present information about Mono County's TOT collections and audit enforcement efforts. Ulrik Binzer from Host Compliance LLC will make a presentation about their data mining application that identifies and brings non-permitted vacation rentals into compliance.

RECOMMENDED ACTION:

Receive information about Mono County TOT collections and audit enforcement efforts. Receive presentation about Host Compliance short-term rental compliance monitoring and enforcement solutions. Provide any desired feedback to staff.

FISCAL IMPACT:

Better enforcement tools is likely to maximize TOT revenues and redirect staff time to more productive activities.

CONTACT NAME: Janet Dutcher

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff report
<input type="checkbox"/> Current TOT Collections
<input type="checkbox"/> Historical TOT Collections
<input type="checkbox"/> Host Compliance LLC presentation

History

Time	Who	Approval
6/8/2017 12:47 PM	County Administrative Office	Yes
6/7/2017 5:39 PM	County Counsel	Yes
6/8/2017 7:11 AM	Finance	Yes



DEPARTMENT OF FINANCE AUDITOR-CONTROLLER COUNTY OF MONO

Stephanie M. Butters
Assistant Finance Director
Auditor-Controller

Janet Dutcher, CPA, CGFM
Director of Finance

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

Date: June 13, 2017

To: Honorable Board of Supervisors

From: Janet Dutcher, Finance Director

Subject: Transient Occupancy Tax (TOT) collections, audit efforts and monitoring solutions

Action Requested:

Receive information about Mono County TOT collections and audit enforcement efforts. Receive presentation about Host Compliance short-term rental compliance monitoring and enforcement solutions. Provide any desired feedback to staff.

Background:

The Transient Occupancy Tax, or TOT, is authorized under California Revenue and Taxation Code Section 7280 as an additional source of non-property tax revenue to local governments. This tax is levied in the unincorporated area of Mono County at a rate of twelve (12%) percent on all guests staying at hotels, motels, bed and breakfasts, R.V. parks, campgrounds, vacation rentals and similar overnight establishments. TOT applies to rentals from all internet based rental services like Airbnb, Homeaway and other Vacation Rental by Owner (VRBO) activities.

The Mono County Uniform Transient Occupancy Tax Ordinance found in Chapter 3.28 of the County Code authorizes TOT collections. The establishment's operator collects the tax from their guests (transients) when the overnight stay is thirty days or less. Operators are required first to obtain a business license and then a TOT Certificate within thirty days after starting their business. Our ordinance places a duty on operators to keep and preserve records that contain the information necessary to compute the tax and these records must be available for inspection by Tax Collector employees upon request. Operators file and remit the tax to the Tax Collector's Office within thirty days of the end of each calendar quarter. We assess penalties and interest if returns are not filed timely or the tax is unpaid.

Audits of operators ensure compliance with the County's ordinance. The Tax Collector's Office audits all operators at least once every three years. In an audit, the TOT returns are reconciled to the operator's books and records and the tax computation is reviewed. Audits often identify under remitted TOT and help operators become compliant in future quarters. Some examples of common audit finding include: transposed numbers, addition errors, extra days on stay not included in charges, charges for pets or additional people not included in rental charge, and

cancellation charge not reported. Collections from audit findings during the 2016/2017 fiscal year to date amounted to \$29,785 of which \$14,814 was from illegal rentals.

Discussion:

The attachment presents several years of Mono County TOT collections and other related data.

Host Compliance LLC is a Silicon Valley based Technology Company providing solutions for short-term rental compliance monitoring technology for local governments. Staff from Host Compliance LLC will give an overview of their Host Compliance solution in anticipation of engaging them to provide services to Mono County. Finance believes Host Compliance's application will increase enforcement efforts and save time and money. Currently, Tax Collector staff identify illegal rentals in at least four ways.

1. Notification and identification of possible illegal rentals from Code Compliance efforts.
2. Scanning and searching vacation rental websites.
3. Citizen complaints and tips.
4. By accident.

The Host Compliance application can eliminate wasteful staff time spent surfing websites searching for illegal operators. Sometimes these efforts are productive, but often they are not. Host Compliance application monitors short-term rentals in real time with easy identification of the illegal operators in our area. The current cost for the Host Compliance application and services is \$380 per year and \$22.50 per listing per year.

Fiscal Impact:

Better enforcement tools are likely to maximize TOT revenues and redirect staff time to more productive activities.

MONO COUNTY TRANSIENT OCCUPANCY TAX STATISTICS

Current Collection 2016-2017

CURRENT TAX COLLECTIONS, ROOM REVENUES, AND DISTRICT TOT COLLECTIONS

QUARTERLY TOT COLLECTIONS

Fiscal Year	TOT Collected 1st Quarter Jul-Sept	TOT Collected 2nd Quarter Oct-Dec	TOT Collected 3rd Quarter Jan-Mar	TOT Collected 4th Quarter Apr-Jun	Late/Audits Accumulative Total	Current Accumulative Total
Current Collection	1,570,366.73	474,909.00			11,602.69	2,056,878.42

QUARTERLY BASE ROOM REVENUES

Fiscal Year	Room Revenue 1st Quarter Jul-Sep	Room Revenue 2nd Quarter Oct-Dec	Room Revenue 3rd Quarter Jan-Mar	Room Revenue 4th Quarter Apr-Jun	Late/Audits Accumulative Total	Current Accumulative Total
Current Collection	\$ 13,086,389.42	\$ 3,957,575.00	\$ -	\$ -	\$ 96,689.08	\$ 17,140,653.50

DISTRICT TOT QUARTERLY COLLECTIONS

	1st Quarter Jul-Sep	2nd Quarter Oct-Dec	3rd Quarter Jan-Mar	4th Quarter Apr-Jun	Late/Audits Accumulative Totals	Current Accumulative Total
District 2-South County	254,910.52	89,753.11			3,539.63	348,203.26
District 3-June Lake	839,785.78	285,955.44			7,614.98	1,133,356.20
District 4-North County	475,670.43	99,200.45			448.08	575,318.96

MONO COUNTY TRANSIENT OCCUPANCY TAX STATISTICS

HISTORICAL

HISTORICAL TAX COLLECTIONS AND ROOM REVENUES

QUARTERLY TOT COLLECTIONS

Fiscal Year	Tax Collected 1st Quarter Jul-Sept	Tax Collected 2nd Quarter Oct-Dec	Tax Collected 3rd Quarter Jan-Mar	Tax Collected 4th Quarter Apr-Jun	Late/Audits Accumulative Total	Annual Total
2009-10	\$1,228,894.89	\$320,016.33	\$207,046.98	\$583,731.72	\$17,720.59	\$2,357,410.51
2010-11	\$1,254,451.77	\$311,707.17	\$192,346.17	\$544,266.20	\$23,699.36	\$2,326,470.67
2011-12	\$1,272,814.11	\$321,895.37	\$138,697.29	\$672,716.00	\$66,232.72	\$2,472,355.49
2012-13	\$1,251,337.29	\$323,206.32	\$140,031.00	\$671,427.12	\$30,501.23	\$2,416,502.96
2013-14	\$1,273,772.87	\$353,847.23	\$191,229.27	\$728,662.91	\$43,058.67	\$2,590,570.95
2014-15	\$1,327,644.43	\$380,577.55	\$260,893.32	\$764,472.31	\$8,302.84	\$2,741,890.45
2015-16	\$1,366,103.27	\$440,474.35	\$382,299.89	\$822,360.81	\$14,736.84	\$3,025,975.16

QUARTERLY BASE ROOM REVENUES

Fiscal Year	Room Revenue 1st Quarter Jul-Sep	Room Revenue 2nd Quarter Oct-Dec	Room Revenue 3rd Quarter Jan-Mar	Room Revenue 4th Quarter Apr-Jun	Late /Audits Accumulative Total	Annual Total
2009-10	\$10,240,790.75	\$2,666,802.75	\$1,725,391.50	\$4,864,431.00	\$147,671.58	\$19,645,087.58
2010-11	\$10,453,764.75	\$2,597,559.75	\$1,602,884.75	\$4,535,551.67	\$197,494.67	\$19,387,255.58
2011-12	\$10,606,784.25	\$2,682,461.42	\$1,155,810.75	\$5,605,966.67	\$551,939.33	\$20,602,962.42
2012-13	\$10,427,810.75	\$2,693,386.00	\$1,166,925.00	\$5,595,226.00	\$254,176.92	\$20,137,524.67
2013-14	\$10,614,773.92	\$2,948,726.92	\$1,593,577.25	\$6,072,190.92	\$358,822.25	\$21,588,091.25
2014-15	\$11,063,703.58	\$3,171,479.58	\$2,174,111.00	\$6,370,602.58	\$69,190.33	\$22,849,087.08
2015-16	\$11,384,193.92	\$3,670,619.58	\$3,185,832.42	\$6,853,006.75	\$122,807.00	\$25,216,459.67

ANNUAL TOT AND RENTAL RECEIPTS

FISCAL YEAR	TOT	RENTAL RECEIPTS
2006-07	\$2,486,281.31	\$20,719,010.92
2007-08	\$2,550,363.73	\$21,253,031.08
2008-09	\$2,504,045.03	\$20,867,041.92
2009-10	\$2,357,410.51	\$19,645,087.58
2010-11	\$2,326,470.67	\$19,387,255.58
2011-12	\$2,472,355.49	\$20,602,962.42
2012-13	\$2,416,502.96	\$20,137,524.67
2013-14	\$2,590,570.95	\$21,588,091.25
2014-15	\$2,741,890.45	\$22,849,087.08
2015-16	\$3,025,975.16	\$25,216,459.67

2014-2015	
District 2-South County	569,607.41
District 3-June Lake	1,523,373.41
District 4-North County	648,909.63
Total	\$2,741,890.45

2015-2016	
District 2-South County	557,313.70
District 3-June Lake	1,720,951.03
District 4-North County	747,710.43
Total	\$3,025,975.16



Cost-effective solutions to Mono County's short-term rental monitoring and compliance problems

November, 2016

Agenda

- Introductions
- U.S. and Mono County Specific Market Context
- The Host Compliance Solution
- Discussion and Next Steps

Introductions:



- Silicon Valley based technology company
- Only provider of short-term rental compliance monitoring technology for local governments
- Team of seasoned local government technology executives and data-scientists



Ulrik Binzer
Founder & CEO

- Former COO of 2 VC backed companies
- Prior military officer and graduate of Harvard Business School
- Launched Host Compliance when asked by local town council to study possible ways to address its short-term rental compliance issues



- 17 years of local government software expertise
- Customer base of over 500 cities and public agencies across the United States and Canada.
- 100% focused on Local Government



Paul Hetherington
Chief Commercial Officer

- Working with Local Government for over 20 years
- Love of technology and efficiency
- Focused on solutions with dramatic impact.
- Dad, Triathlete and graduate of British Columbia Institute of Technology



Broad set of stand-alone and integrated solutions for local governments





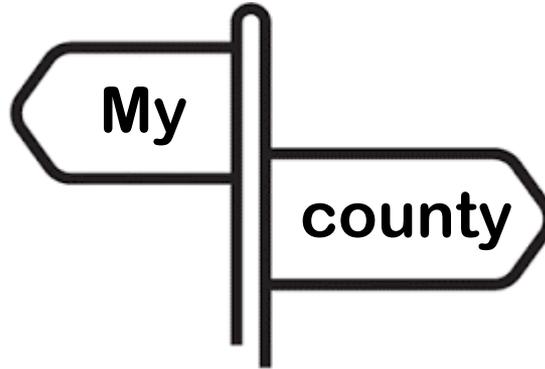
Leading cities and counties are looking to Host Compliance for guidance, data and solutions to their short-term rental challenges



Check <https://hostcompliance.com/clients/> for updates



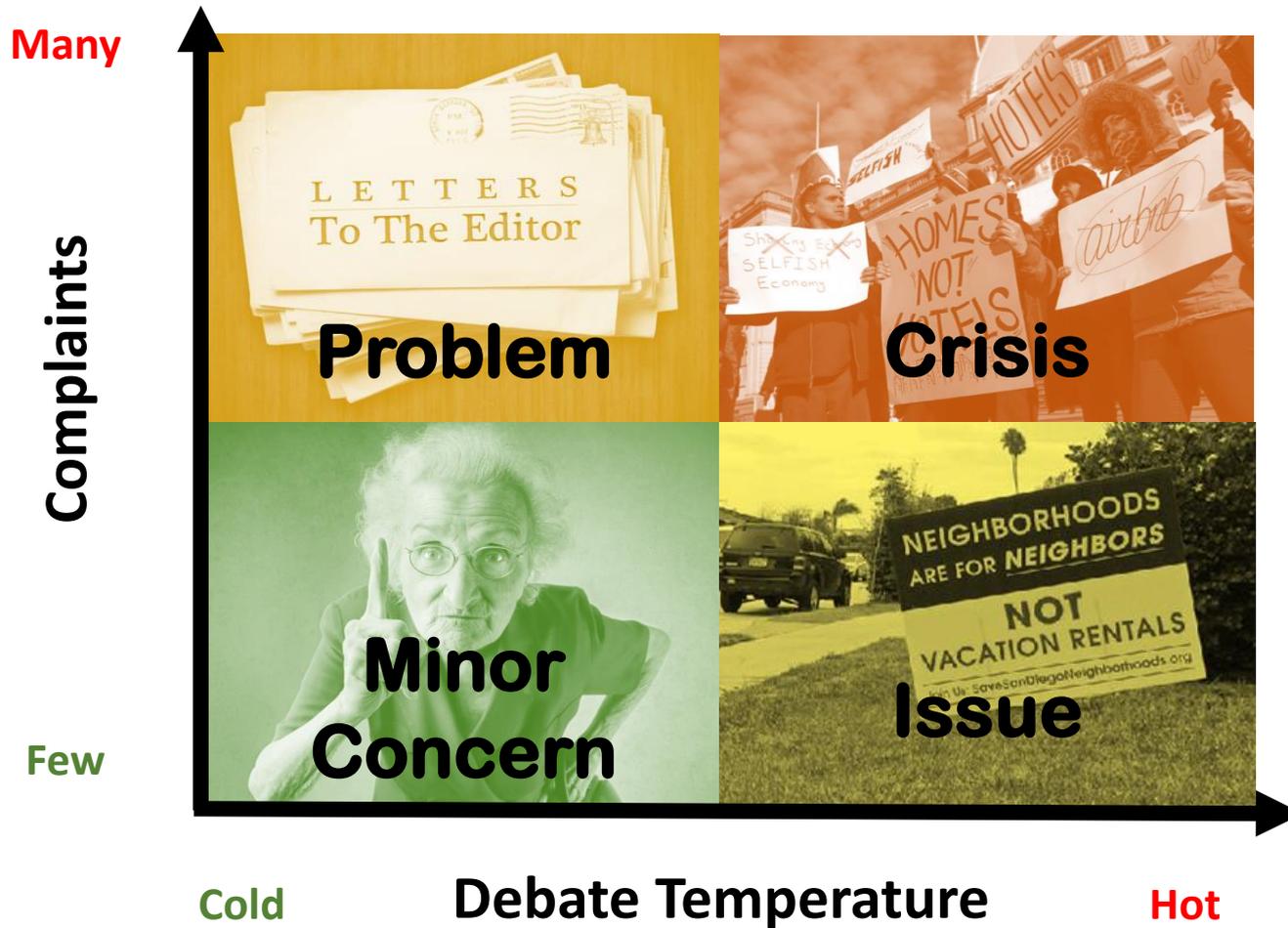
Tell us a bit about you, Mono County, and where you are in terms of regulating short-term rentals?



What are Mono County's most important goals as it relates to short-term rentals?

- ✓ Reduce noise, parking, traffic and trash-problems
- ✓ Eliminate party houses
- ✓ Reduce STR's impact on neighborhood character
- ✓ Ensure building safety
- ✓ Improve county's responsiveness to neighbor complaints
- ✓ Stem STR's negative impact on affordable housing availability
- ✓ Improve permit and tax compliance to increase tax revenue
- ✓ Ensure a level playing field between law abiding traditional lodging providers and illegal short-term rentals
- ✓ Reduce tension between short-term rental property owners and their neighbors
- ✓ Send a clear message to citizens that the county takes the STR problems seriously
- ✓ Other?

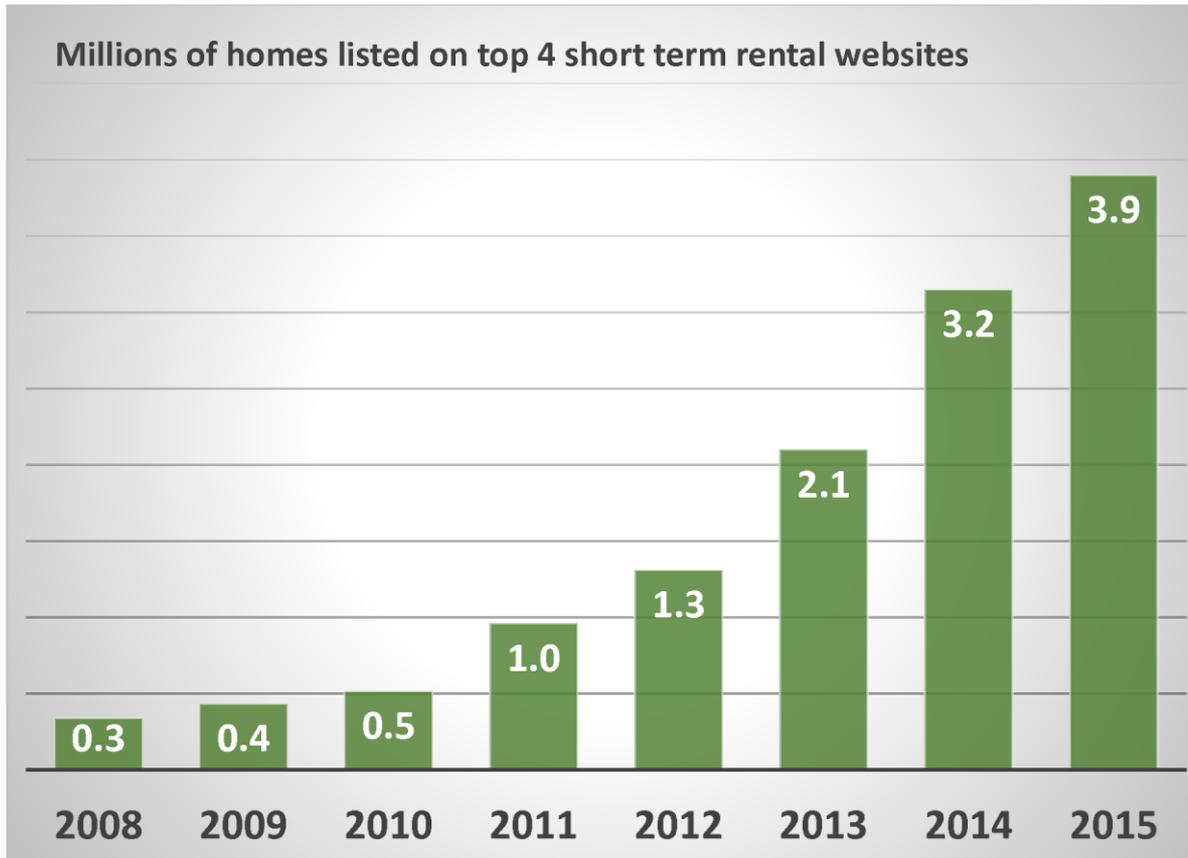
How big of a problem are short-term rentals in Mono County?



Agenda

- Introductions
- U.S. and Mono County Specific Market Context
- The Host Compliance Solution
- Discussion and Next Steps

Market Context: AirBnb, VRBO and 100's of other vacation rental websites have turned vacation rentals into a booming underground economy...



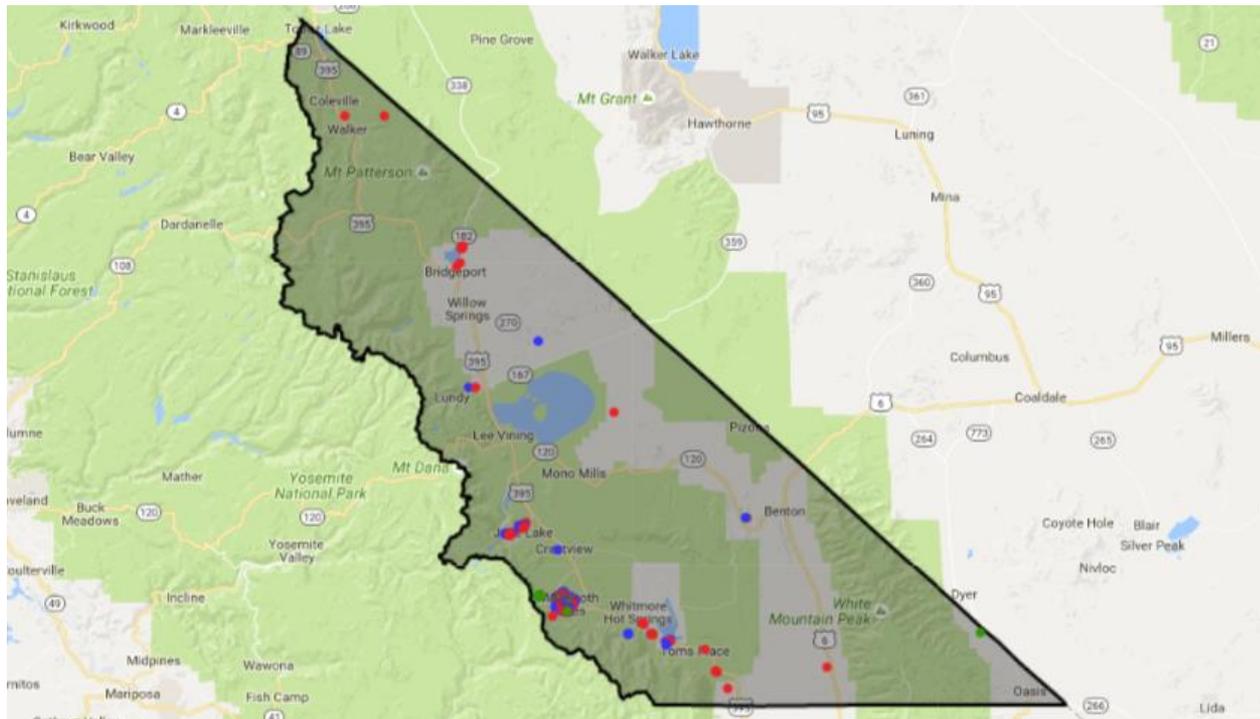
+ 100s of other web platforms

Sources: AirBnB, HomeAway, VRBO and Flipkey



....and within or near the borders of Mono County we have identified 3408 listings and 2488 unique short-term rental properties

Short-term rentals in Mono County as of November, 2016



Sources: Host Compliance proprietary data



Increased tourist traffic from short-term renters has the potential to alter Mono County's character while introducing new safety risks, noise issues, trash and parking problems...

Increased tourism can change neighborhood character



Visitors don't always know (or follow) local rules



Short-term renters may want to party and have less incentives to keep good neighborly relations



Increased occupancy and short-term renters' "vacation mode" can have negative side-effects



... resulting in disgruntled neighbors...



Emmy Jodoin

"It is loud, and there is live music and karaoke stuff, and it's all done outside because of the pool. They're out in front at 4 in the afternoon waiting for their Uber to come, drunk on the front lawn."

"We did not buy our house to be living next to a hotel. Would you buy a home if you knew a hotel like this was operating next door, if you wanted to set your life up and raise a family?"



Jessica C. Neufeld



Hazel Old, age 11

"Sometimes, when they are outside, they're playing beer pong just wearing their underwear"

...while negatively impacting Mono County's economy and regular citizens' impression of the county's ability to effectively protect their interests

- ✓ Mono County loses out on tax revenue that could have been invested in improving the quality of life for its residents
- ✓ Conversion of residential units into tourist accommodations results in a tighter housing market, less affordable housing and higher rents
- ✓ Jobs are lost and wages are lowered in the local hospitality industry as unfair competition from unregulated vacation rentals lower demand for traditional tax-paying lodging providers
- ✓ Lack of proper regulation or limited or non-existing enforcement of existing ordinances, leads to tension between neighbors and the disillusionment with local government

Unfortunately manual compliance monitoring and enforcement is ineffective and prohibitively expensive

- ✓ Rental property listings are spread across 100s of different websites
- ✓ Manually monitoring 100s of properties is practically impossible as listings are constantly added, changed or removed
- ✓ Address data is hidden from listings making it time-consuming or impossible to locate the exact properties and identify owners
- ✓ It is practically impossible to collect taxes as there is no easy way to find out how often the properties are rented and for how much
- ✓ The vacation rental platforms refuse to provide the detailed data necessary for enforcing local ordinances
- ✓ Manual compliance monitoring and complaint-based enforcement often leads to claims of selective enforcement
- ✓ Limited legal basis to evict problematic short-term renters even if several ordinances are violated

Agenda

- Introductions
- U.S. and Mono County Specific Market Context
- The Host Compliance Solution
- Discussion and Next Steps

Ways we can help



Trend Monitoring: Monthly report with aggregate statistics on the short-term rental activity in Mono County



Address Identification: Monthly report with complete address information and screenshots of all identifiable STRs in Mono County's jurisdiction



Compliance Monitoring: Ongoing monitoring of STRs for zoning and permit compliance coupled with systematic outreach to illegal short-term rental operators (using Mono County's form letters)



Rental Activity Monitoring: Ongoing monitoring of Mono County's STR listings for signs of rental activity. Enables data-informed tax compliance monitoring and other enforcement practices that require knowledge of STR activity level



Dedicated Hotline: 24/7 staffed telephone and email hotline for neighbors to report non-emergency STR problems



Affordable pricing tailored to Mono County's needs



STR Trend Monitoring

\$380 /yr



**Address Identification
Address Monitoring**

\$22.5/listing/yr

\$12/listing/yr



Compliance Monitoring

\$11.25/listing/yr



Rental Activity Monitoring

\$15/listing/yr



24/7 Dedicated Hotline

\$9/listing/yr

Note: Host Compliance would be happy to discuss alternative contract terms, contract durations and pricing structures if that would be of interest.

Benefits to using Host Compliance's services

- ✓ Ensures fair, continuous and consistent compliance monitoring and enforcement
- ✓ Frees up valuable staff time that can be focused on higher-value added activities
- ✓ Minimizes noise, parking and trash violations
- ✓ Minimizes the impact on local law and code enforcement agencies as complaints are first handled by our 24/7 hotline and routed to the appropriate property owner before further enforcement actions are triggered
- ✓ Maximizes Mono County's tax and permit fee collections
- ✓ REVENUE POSITIVE – in most cases, the additional permitting fees alone pays for Host Compliance's services several times
- ✓ Requires NO up-front investment or complicated IT integration
-> we can be up and running in a couple of weeks
- ✓ **6 MONTH UNCONDITIONAL MONEY BACK GUARANTEE!**

Agenda

- Introductions
- U.S. and Mono County Specific Market Context
- The Host Compliance Solution
- Discussion and Next Steps

Feedback

TELL
US WHAT
YOU THINK...

Working backwards to a solution to Mono County's STR problems



Next Steps

- ✓ Send you this presentation
- ✓ Schedule all team meeting?
- ✓ Set timeline to decide on best solution for Mono County's needs
- ✓ Confirm timing of possible rollout (needed to secure Mono County's place in the queue)

Contact info

Please feel free to contact us anytime if you have any questions about short-term rental regulation and how to best address the associated monitoring and enforcement challenges.

Ulrik Binzer

binzer@hostcompliance.com

857.928.0955

Paul Hetherington

paulh@hostcompliance.com

604.763.7285

www.hostcompliance.com



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 13, 2017

Departments: Emergency Medical Services

TIME REQUIRED 15 minutes (5 minute presentation;
10 minute discussion)

PERSONS APPEARING BEFORE THE BOARD Chief Bob Rooks

SUBJECT Ordinance Establishing the
Department of Emergency Medical
Services

AGENDA DESCRIPTION:

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

Proposed ordinance amending the Mono County Code to add Chapter 2.62 establishing the Department of Emergency Medical Services within the County.

RECOMMENDED ACTION:

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

FISCAL IMPACT:

None

CONTACT NAME: Bob Rooks

PHONE/EMAIL: 760-924-4632 / Brooks@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Adopting Ordinance
<input type="checkbox"/> Attachment A

History

Time	Who	Approval
6/8/2017 6:17 AM	County Administrative Office	Yes

6/2/2017 3:08 PM

County Counsel

Yes

6/7/2017 6:53 AM

Finance

Yes

COUNTY OF MONO

DEPARTMENT OF EMERGENCY MEDICAL SERVICES

P.O. Box 556 | 193 Twin Lakes Rd. Bridgeport, Ca. 93517 * (760) 924-1832 * Mono.ca.gov/ems

April 25, 2017

To: Honorable Board of Supervisors
From: Bob Rooks, Chief
Emergency Medical Services

Subject: Establishment of Emergency Medical Services Department within Mono County

Recommendation

Adopt Ordinance ORD17-xxx establishing the Department of Emergency Medical Services within the County.

Discussion

In March of 2015 the Board of Supervisors approved the formation of an Ad Hoc committee made up of subject matter experts from both the public and private sectors to study and make recommendations to the Board regarding Emergency Medical Services within Mono County. On March 8, 2016, this committee presented their findings and recommendations to the Board of Supervisors. One of the recommendations regarding future operations of the system was to remove the Paramedic Program from under the Department of Public Health and create a new County Department of Emergency Medical Services.

On March 8, 2017, during the second EMS Workshop, the Board of Supervisors made the following findings:

- i. Emergency Medical Services is an essential Public Service
- ii. The County should continue to fund Emergency Medical Services while exploring options for new revenue sources.
- iii. Adopt the Model of "Existing System with Modifications"
- iv. Create a Department of Emergency Medical Services
- v. Begin the process for recruitment of an Emergency Medical Services Chief

Fiscal Impact

None.

Strategic Plan Alignment

2016 – 2017 Mono County Focus Areas

- § Public Safety
- § Mono: Best Place to Work



ORDINANCE NO. ORD17-__

**AN ORDINANCE OF THE MONO COUNTY
BOARD OF SUPERVISORS AMENDING
THE MONO COUNTY CODE TO ADD
CHAPTER 2.62 ESTABLISHING THE
DEPARTMENT OF EMERGENCY MEDICAL
SERVICES WITHIN THE COUNTY**

WHEREAS, in March of 2015 the Board of Supervisors established the Emergency Medical Services Ad Hoc Committee (the “EMS Ad Hoc Committee” or the “Committee”) made up of individuals with subject matter expertise and experience in the fields of emergency medical services, the provision of public services and management; and

WHEREAS, the EMS Ad Hoc Committee met regularly during 2015 and portions of 2016 to analyze the County’s current emergency medical services system and develop recommendations for the Board regarding future operation of the system to enhance its functioning; and

WHEREAS, based on the analysis and recommendations provided by the Committee, the Board of Supervisors now wishes to establish an independent Department of Emergency Medical Services within the County; and

WHEREAS, the establishment of a Department of Emergency Medical Services is a critical step towards attaining the Board of Supervisors’ goal of providing an EMS program that is high quality, countywide and fiscally sustainable;

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

[[CONTINUED ON PAGE 2]]

1 **SECTION ONE:** Chapter 2.62 is hereby added to the Mono County Code and shall read
2 as set forth in Exhibit "A" to this Ordinance, which is attached hereto and incorporated by this
3 reference.

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

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

12 **AYES:**
13 **NOES:**
14 **ABSENT:**
15 **ABSTAIN:**

16 _____
17 Stacy Corless, Chair
18 Mono County Board of Supervisors

19 ATTEST:

20 APPROVED AS TO FORM:

21 _____
22 Clerk of the Board

23 _____
24 County Counsel

Exhibit "A"

Chapter 2.62 –EMERGENCY MEDICAL SERVICES DEPARTMENT

Section 2.62.010	Department Created
Section 2.62.020	Department Function
Section 2.62.030	Chief—Position Created
Section 2.62.040	Chief—Appointment

2.62.010 - Department created.

There is created the department of emergency medical services (EMS) of the county. The existing Mono County Paramedic Program shall be within the EMS department.

2.62.020 – Department Function.

The function, powers and duties of the county department of emergency medical services shall be determined and established by the county board of supervisors by resolution, ordinance or minute order, as such function, powers and duties are deemed necessary for the provision of emergency medical services within the county which are high quality, countywide and fiscally sustainable.

2.62.030 – EMS Chief—Position Created.

As officer in charge of the department of emergency medical services, the position of chief is created, and the title of the office shall be known and described as "Emergency Medical Services Chief."

2.62.040 – EMS Chief—Appointment.

The position created by [Section 2.62.030](#) shall be at-will and shall serve at the pleasure of the county administrative officer, who shall be the appointing authority.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 13, 2017

Departments: Human Resources, CAO

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

SUBJECT Amendment of Personnel Rules

AGENDA DESCRIPTION:

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

Proposed resolution amending sections 100 and 110 of the Mono County Personnel rules to allow for a salary increase above 5% upon promotion or reclassification for existing employees possessing exceptional qualifications.

RECOMMENDED ACTION:

Adopt proposed resolution #R17-___, amending sections 100 and 110 of the Mono County Personnel rules to allow for a salary increase above 5% upon promotion or reclassification for existing employees possessing exceptional qualifications. Provide any desired direction to staff.

FISCAL IMPACT:

None at this time; however, requests presented to the Board will have a fiscal impact attached.

CONTACT NAME: Stacey Simon

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Resolution
Attachment

History

Time

Who

Approval

6/8/2017 6:22 AM	County Administrative Office	Yes
6/6/2017 4:55 PM	County Counsel	Yes
6/7/2017 7:01 AM	Finance	Yes



COUNTY OF MONO

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

Dave Butters
Director of Human Resources

To: Board of Supervisors

From: Dave Butters

Date: June 13, 2017

Re: Amendment to Personnel Rules 100 and 110

Recommended Action

Approve resolution for amending personnel rules 100 and 110 to permit an increase greater than 5% for employees for employees being promoted or reclassified who possess exceptional qualifications.

Fiscal Impact

None immediately but there will be an impact when a department head requests an increase of greater than 5% for an employee being promoted or reclassified who possesses exceptional qualifications.

Discussion

Currently, Mono County personnel rule 080, section A, permits the Board of Supervisors to grant the hiring authority the power to hire a new employee at a step higher than the "A" step if they "possess exceptional qualifications". This provision only applies to new hires and there is not such mechanism for current employees being promoted or reclassified. Existing employees being promoted or reclassified are placed at the step which result in a minimum of a 5% increase which is typically the "A" step of the range. If the Board approves this change to the personnel rules it will provide consistent rules for new hires as well as current employees where "exceptional qualifications" are considered for placement in the salary range.

If you have any questions on this matter prior to your meeting, please call me at 760 932-5413.



R17-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS AMENDING
SECTIONS 100 AND 110 OF THE MONO COUNTY
PERSONNEL RULES TO ALLOW FOR A
SALARY INCREASE ABOVE 5% UPON PROMOTION
OR RECLASSIFICATION FOR
EXISTING EMPLOYEES POSSESSING
EXCEPTIONAL QUALIFICATIONS**

WHEREAS, section 080 of the Mono County Personnel Rules “Salary Upon Hire”, allows the hiring of new employees at a salary step above the “A” step if the new employee is determined by the Board of Supervisors to possess exceptional qualifications or the position is deemed hard to fill; and

WHEREAS, sections 100 and 110 of the Personnel Rules “Salary Upon Promotion” and “Salary Upon Reclassification,” do not provide for the same consideration to be given to existing County employees who are promoted or subject to reclassification – but instead provide that they shall be placed at the lowest step of the new salary range that results in a salary raise of not less than a 5% increase above their current salary; and

WHEREAS, the language of sections 100 and 110 has resulted in certain highly qualified existing employees (including those who were originally hired at a step above the “A” step pursuant to section 080) being denied a salary increase that would be available to a new employee if the position were filled from outside the County; and

WHEREAS, the Board of Supervisors wishes to provide existing employees with exceptional qualifications the same opportunity to be placed at a higher step as is available to newly-hired employees under section 080, as well as to provide for higher steps where justified by equity considerations within the department; and

WHEREAS, representatives of the County and each of its employee bargaining units met, conferred, and reached mutually-acceptable terms for amendment to sections 100 and 110 to provide this opportunity;

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

Effective _____, Sections 100 and 110 of the Mono County Personnel Rules applicable to all bargaining units are amended to read as set forth in Exhibit A to this Resolution, which is attached hereto and incorporated by this reference.

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

3 **AYES:**
4 **NOES:**
5 **ABSENT:**
6 **ABSTAIN:**

7 _____
8 Stacy Corless, Chair
9 Mono County Board of Supervisors

10 **ATTEST:**

APPROVED AS TO FORM:

11 _____
12 Clerk of the Board

13 _____
14 County Counsel

100 Salary on Promotion

Except as provided below, an employee who is promoted to a different classification shall be placed on the lowest step of the new salary range that results in a salary raise of not less than a 5% increase above the employee's current salary. Upon the recommendation of the Department Head and approval by the Board of Supervisors, an employee may be placed at a higher step if the employee has demonstrated exceptional qualifications and service to the County, or if justified by equity considerations within the department (for example, to avoid salary compaction). The employee shall have a new anniversary date that is the effective date of the promotion.

110 Salary on Reclassification

A permanent employee who is reclassified will retain their present anniversary date and shall receive the salary set forth below:

A. If the position is reclassified to a class with the same salary range as an employee's current job class, the salary and anniversary date of the employee shall not change.

B. Except as provided below, if the position is reclassified to a class with a higher salary level than an employee's current job class, the employee shall be placed on the lowest step of the new salary range that results in a salary raise of not less than a 5% increase above the employee's current salary. Upon the recommendation of the Department Head and approval by the Board of Supervisors, an employee may be placed at a higher step if the employee has demonstrated exceptional qualifications and service to the County, or if justified by equity considerations within the department (for example, to avoid salary compaction). The employee shall have a new anniversary date that is the effective date of the promotion.

C. If the position is reclassified to a class which is allocated to a lower salary range, the salary and step of the employee will not change. The employee will retain their current salary rate until such time as the new salary rate is equal to or higher than his or her prior salary. When this event occurs, the employee's salary shall be adjusted to the new rate and further salary increases will occur normally.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 13, 2017

Departments: Public Works - Engineering

TIME REQUIRED 15 minutes (5 minute presentation;
10 minute discussion)

**PERSONS
APPEARING
BEFORE THE
BOARD** Paul Roten

SUBJECT Contract Award for the 2017
Pavement Preservation Project –
North Shore Drive, June Lake
Highlands, and Bryant Field Airport
Apron

AGENDA DESCRIPTION:

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

This project will provide pavement preservation to North Shore Drive, the June Lake Highlands, and the airport apron at Bryant Field.

RECOMMENDED ACTION:

Based on staff report concerning bids received in response to a solicitation for bids: 1) identify Pavement Coatings Co. as responsible bidder submitting the lowest responsive bid; 2) approve and authorize Public Works Director's signature on contract with Pavement Coatings Co. for the 2017 Pavement Preservation Project in an amount not to exceed \$228,347; 3) authorize the Public Works Director, in consultation with County Counsel, to administer that contract, including making minor amendments to said contract from time to time as the Public Works Director may deem necessary, and issue change orders to the contract in accordance with Public Contract Code §20142, in an amount not to exceed \$22,834.70 per change order, provided such amendments do not substantially alter the scope of work, do not cause spending on the project to exceed the budgeted authority, and are approved as to form and legality by County Counsel.

FISCAL IMPACT:

The North Shore Drive portion of the project is \$146,932.00 and is funded with \$122,260.80 that was carried forward from the June Lake Streets Rehabilitation Project and \$24,671.20 from the Road Fund. The June Lakes Highlands portion of the project is \$35,635.00 and is funded by the June Lake Highlands Zone of Benefit. The Bryant Field portion of the project is \$45,780.00 and is funded by the Airport Enterprise Fund. Contractor payments are not expected to impact the General Fund.

CONTACT NAME: Paul Roten

PHONE/EMAIL: 760-924-1811 / proten@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Exhibit 1 - Bid Tabulation
Exhibit 2 - Agreement

History

Time	Who	Approval
6/8/2017 2:55 PM	County Administrative Office	Yes
6/6/2017 5:27 PM	County Counsel	Yes
6/7/2017 7:03 AM	Finance	Yes



MONO COUNTY

DEPARTMENT OF PUBLIC WORKS

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

Date: June 13, 2017

To: Honorable Chair and Members of the Board of Supervisors

From: Paul Roten, Senior Engineer

Re: Contract Award for the 2017 Pavement Preservation Project – North Shore Drive, June Lake Highlands, and Bryant Field Airport Apron

Recommended Action:

Based on staff report concerning bids received in response to a solicitation for bids: 1) identify Pavement Coatings Co. as responsible bidder submitting the lowest responsive bid; 2) approve and authorize Public Works Director's signature on contract with Pavement Coatings Co. for the 2017 Pavement Preservation Project in an amount not to exceed \$228,347; 3) authorize the Public Works Director, in consultation with County Counsel, to administer that contract, including making minor amendments to said contract from time to time as the Public Works Director may deem necessary, and issue change orders to the contract in accordance with Public Contract Code §20142, in an amount not to exceed \$22,834.70 per change order, provided such amendments do not substantially alter the scope of work, do not cause spending on the project to exceed the budgeted authority, and are approved as to form and legality by County Counsel.

Fiscal Impact:

The North Shore Drive portion of the project is \$146,932.00 and is funded with \$122,260.80 that was carried forward from the June Lake Streets Rehabilitation Project and \$24,671.20 from the Road Fund. The June Lakes Highlands portion of the project is \$35,635.00 and is funded by the June Lake Highlands Zone of Benefit. The Bryant Field portion of the project is \$45,780.00 and is funded by the Airport Enterprise Fund. Contractor payments are not expected to impact the General Fund.

Strategic Plan Focus Area: Infrastructure, Environmental Sustainability

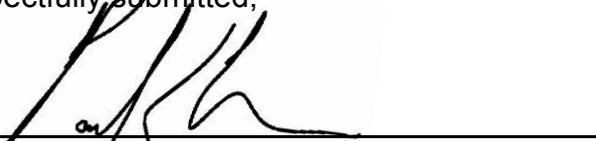
Background:

This project will provide pavement preservation to North Shore Drive, the June Lake Highlands, and the airport apron at Bryant Field. The project plans and manual were approved at the Board meeting of April 18, 2017, and 4 bids were received on May 18, 2017. See the Bid Tabulation attached as Exhibit 1.

Staff recommends that the Board of Supervisors award the contract to Pavement Coatings Co., which submitted a responsive bid and is the lowest responsible bidder. The airport apron at Lee Vining Airport was included as a bid alternate; however, because the work specified is not the best treatment for the apron's current asphalt conditions, we do not recommend including this work at this time. See the contract attached as Exhibit 2.

County staff will perform inspection duties for this project. Construction is expected to begin in July. Please contact me at 760.924.1811 or by email at proten@mono.ca.gov if you have any questions regarding this matter.

Respectfully submitted,



Paul Roten, PE
Senior Engineer

Attachments: Exhibit 1 – Bid Tabulation
Exhibit 2 – Contract with Pavement Coatings Company

2017 Mono County Pavement Preservation Project Number 9689

2017 May 18 - 3:00pm

BIDDER'S GRAND TOTAL		SNC		Intermountain Slurry Seal, Inc		VSS International	
(INCLUDES BASE BID AND ALL ALTERNATES)		\$ 289,007.00		\$ 289,797.31		\$ 323,000.00	

BASE BID TOTAL: (sum of Items 1 through 6)		108,408.00		\$ 172,702.00		\$ 98,585.74		\$ 126,711.00	
ALTERNATE A TOTAL: (sum of Items A-1 through A-6)		38,524.00		\$ 34,905.00		\$ 41,264.03		\$ 47,457.00	
ALTERNATE B TOTAL: (sum of Items B-1 through B-4)		35,635.00		\$ 32,220.00		\$ 38,195.23		\$ 43,980.00	
ALTERNATE C TOTAL: (sum of Items C-1 through C-5)		30,280.00		\$ 19,580.00		\$ 44,434.31		\$ 48,980.00	
ALTERNATE D TOTAL: (sum of Items D-1 through D-4)		45,780.00		\$ 29,600.00		\$ 67,315.00		\$ 63,360.00	

BID ITEM	ITEM	ESTIMATED QUANTITY	UNIT	Pavement Coatings, Co		SNC		Intermountain Slurry Seal, Inc		VSS International	
				UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
1	Mobilization	1	LS	\$ 12,000.00	\$ 12,000.00	\$ 45,178.50	\$ 45,178.50	\$ 16,959.68	\$ 16,959.68	\$ 2,625.00	\$ 2,625.00
2	Traffic Control	1	LS	\$ 5,000.00	\$ 5,000.00	2000	\$ 20,000.00	10,263.34	\$ 10,263.34	\$ 5,000.00	\$ 5,000.00
3	Slurry	39300	SY	\$ 2.07	\$ 81,351.00	\$ 2.51	\$ 98,250.00	1.43	\$ 56,196.00	\$ 2.52	\$ 99,036.00
4	Double Yellow Centerline (PAINT)	11050	LF	\$ 0.34	\$ 3,757.00	\$ 0.31	\$ 3,425.50	0.68	\$ 7,514.00	\$ 0.90	\$ 9,945.00
5	Right Edgeline White (PAINT)	22100	LF	\$ 0.28	\$ 6,188.00	\$ 0.26	\$ 5,746.00	0.34	\$ 7,514.00	\$ 0.45	\$ 9,945.00
6	Stop Bar and Stop Marking (PAINT)	1	LS	\$ 112.00	\$ 112.00	102	\$ 102.00	135.72	\$ 135.72	\$ 160.00	\$ 160.00
BASE BID TOTAL: (sum of Items 1 through 6)				\$ 108,408.00		\$ 172,702.00		\$ 98,585.74		\$ 126,711.00	

BID ITEM	ITEM	ESTIMATED QUANTITY	UNIT	Pavement Coatings, Co		SNC		Intermountain Slurry Seal, Inc		VSS International	
				UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
A1	Mobilization	1	LS	\$ 1,500.00	\$ 1,500.00	200	\$ 200.00	7849.44	\$ 7,849.44	2625	\$ 2,625.00
A2	Traffic Control	1	LS	\$ 3,000.00	\$ 3,000.00	2000	\$ 2,000.00	4343.87	\$ 4,343.87	500	\$ 500.00
A3	Slurry	14600	SY	\$ 2.07	\$ 30,222.00	2	\$ 29,200.00	1.6	\$ 23,360.00	2.52	\$ 36,792.00
A4	Double Yellow Centerline (PAINT)	4100	LF	\$ 0.34	\$ 1,394.00	\$ 0.31	\$ 1,271.00	0.68	\$ 2,788.00	0.9	\$ 3,690.00
A5	Right Edgeline White (PAINT)	8200	LF	\$ 0.28	\$ 2,296.00	\$ 0.26	\$ 2,132.00	0.34	\$ 2,788.00	0.45	\$ 3,690.00
A6	Stop Bar and Stop Marking (PAINT)	1	LS	\$ 112.00	\$ 112.00	102	\$ 102.00	135.72	\$ 135.72	160	\$ 160.00
ALTERNATE A SUBTOTAL: (sum of Items A-1 through A-6)				\$ 38,524.00		\$ 34,905.00		\$ 41,264.03		\$ 47,457.00	
ALTERNATE A TOTAL: (sum of Items A-1 through A-6)				\$ 38,524.00		\$ 34,905.00		\$ 41,264.03		\$ 47,457.00	

BID ITEM	ITEM	ESTIMATED QUANTITY	UNIT	Pavement Coatings, Co		SNC		Intermountain Slurry Seal, Inc		VSS International	
				UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
B-1	Mobilization	1	LS	\$ 1,500.00	\$ 1,500.00	200	\$ 200.00	9294.16	\$ 9,294.16	2,625.00	\$ 2,625.00
B-2	Traffic Control	1	LS	\$ 3,000.00	\$ 3,000.00	2000	\$ 2,000.00	4343.87	\$ 4,343.87	727.00	\$ 727.00
B-3	Slurry	14500	SY	\$ 2.07	\$ 30,015.00	2	\$ 29,000.00	1.6	\$ 23,200.00	2.52	\$ 36,540.00
B-4	Stop Bar and Stop Marking (PAINT)	10	LS	\$ 112.00	\$ 1,120.00	102	\$ 1,020.00	135.72	\$ 1,357.20	1,600.00	\$ 1,600.00
ALTERNATE B TOTAL: (sum of Items B-1 through B-4)				\$ 35,635.00		\$ 32,220.00		\$ 38,195.23		\$ 41,492.00	

BID ITEM	ITEM	ESTIMATED QUANTITY	UNIT	Pavement Coatings, Co		SNC		Intermountain Slurry Seal, Inc		VSS International	
				UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
C-1	Mobilization	1	LS	\$ 1,500.00	\$ 1,500.00	200	\$ 200.00	9294.16	\$ 9,294.16	3,400.00	\$ 3,400.00
C-2	Apply Crack Treatment	1	LS	\$ 15,000.00	\$ 15,000.00	2500	\$ 2,500.00	15807.86	\$ 15,807.86	26,000.00	\$ 26,000.00
C-3	Slurry	4000	SY	\$ 2.07	\$ 8,280.00	2,9	\$ 11,600.00	3.9	\$ 15,600.00	10,080.00	\$ 10,080.00
C-4	Marking "024" (PAINT)	1	EA	\$ 3,000.00	\$ 3,000.00	3000	\$ 3,000.00	2714.39	\$ 2,714.39	3,700.00	\$ 3,700.00
C-5	Tiedown and Center Markings (PAINT)	1	LS	\$ 2,500.00	\$ 2,500.00	2280	\$ 2,280.00	1017.9	\$ 1,017.90	800.00	\$ 800.00
ALTERNATE C TOTAL: (sum of Items C-1 through C-5)				\$ 30,280.00		\$ 19,580.00		\$ 44,434.31		\$ 43,980.00	

BID ITEM	ITEM	ESTIMATED QUANTITY	UNIT	Pavement Coatings, Co		SNC		Intermountain Slurry Seal, Inc		VSS International	
				UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
D-1	Mobilization	1	LS	\$ 1,500.00	\$ 1,500.00	200	\$ 200.00	16959.68	\$ 16,959.68	3,400.00	\$ 3,400.00
D-2	Apply Crack Treatment	1	LS	\$ 14,500.00	\$ 14,500.00	7000	\$ 7,000.00	16693.27	\$ 16,693.27	26,000.00	\$ 26,000.00
D-3	Slurry	13000	SY	\$ 2.06	\$ 26,780.00	1.5	\$ 19,500.00	2.48	\$ 32,240.00	2.52	\$ 32,760.00
D-4	Tiedown Markings (PAINT)	1	LS	\$ 3,000.00	\$ 3,000.00	2900	\$ 2,900.00	1425.05	\$ 1,425.05	1,200.00	\$ 1,200.00
ALTERNATE D TOTAL: (sum of Items D-1 through D-4)				\$ 45,780.00		\$ 29,600.00		\$ 67,315.00		\$ 63,360.00	

BID TABULATION

EXHIBIT 1

**AGREEMENT BETWEEN COUNTY OF MONO AND
PAVEMENT COATINGS CO FOR THE CONSTRUCTION OF THE
2017 MONO COUNTY PAVEMENT PRESERVATION PROJECT**

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as “County”) may have the need for the Construction services of Pavement Coatings Co, of Woodland, CA (hereinafter referred to as “Contractor”), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

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

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and county laws, ordinances, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those that are referred to in this Agreement.

This Agreement is subject to the following Exhibits (as noted) which are attached hereto, following all referenced Attachments, and incorporated by this reference. In the event of a conflict between the terms of an attached Exhibit and this Agreement, the terms of the Exhibit shall govern:

- Exhibit 1:** General Conditions (Construction)
- Exhibit 2:** Prevailing Wages
- Exhibit 3:** Bond Requirements
- Exhibit 4:** Invoicing, Payment, and Retention
- Exhibit 5:** Trenching Requirements
- Exhibit 6:** FHWA Requirements
- Exhibit 7:** CDBG Requirements
- Exhibit 8:** HIPAA Business Associate Agreement
- Exhibit 9:** Other _____

2. TERM

The term of this Agreement shall be from June 13, 2017, to December 31, 2017, unless sooner terminated as provided below.

3. CONSIDERATION

A. Compensation. County shall pay Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A that are performed by Contractor at County’s request.

B. Travel and Per Diem. Contractor will not be paid or reimbursed for travel expenses or per diem that Contractor incurs in providing services and work requested by the County under this Agreement, unless otherwise provided for in Attachment B.

C. No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$228,347.00, plus (for public works) the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors (hereinafter referred to as "Contract Limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

E. Billing and Payment. Contractor shall submit to the County, on a monthly basis, an itemized statement of all services and work described in Attachment A, which were done at the County's request. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. Alternatively, Contractor may submit a single request for payment corresponding to a single incident of service or work performed at the County's request. All statements submitted in request for payment shall identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Invoicing shall be informative but concise regarding services and work performed during that billing period. Upon finding that Contractor has satisfactorily completed the work and performed the services as requested, the County shall make payment to Contractor within 30 days of its receipt of the itemized statement. Should the County determine the services or work have not been completed or performed as requested and/or should Contractor produce an incorrect statement, the County shall withhold payment until the services and work are satisfactorily completed or performed and/or the statement is corrected and resubmitted.

If Exhibit 4 ("Invoicing, Payment, and Retention") is attached to this Agreement, then the language contained in 4 shall supersede and replace this paragraph 3.E. in its entirety.

F. Federal and State Taxes.

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

(2) County shall withhold California state income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety-nine dollars (\$1,499.00).

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

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board.

4. WORK SCHEDULE

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A that are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor, in arranging his/her schedule, will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments, for Contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits that are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

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

7. COUNTY PROPERTY

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

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind that are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION

Contractor shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than \$1 million (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors.

9. INSURANCE

A. Contractor shall procure and maintain for the duration of the contract, and for five (5) years thereafter, insurance (as noted) against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Contractor, its agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- Commercial General Liability (CGL). A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Contractor under this Agreement, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than \$2,000,000 per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- Automobile Liability Insurance. A policy of Comprehensive Automobile/Aircraft/Watercraft Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than \$1,000,000 per claim or occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. If the services provided under this Agreement include the transportation of hazardous materials/wastes, then the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials/wastes to be transported by Contractor pursuant to this Agreement. Alternatively, such coverage may be provided in Contractor's Pollution Liability policy.
- Professional Errors and Omissions Liability Insurance. A policy of Professional Errors and Omissions Liability Insurance appropriate to Contractor's profession in an amount of not less than \$1,000,000.00 per claim or occurrence/ \$2,000,000.00 general aggregate. If coverage is written on a claims-made form then: (1) the "retro date" must be shown, and must be before the beginning of contract work; (2) insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract work; and (3) if coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "retro date" prior to the contract effective date, then Contractor must purchase "extended reporting" coverage for a minimum of five years after completion of contract work.
- Pollution Liability Insurance. A policy of Comprehensive Contractor's Pollution Liability coverage applicable to the work being performed and covering Contractor's liability for bodily injury (including death), property damage, and environmental damage resulting from "sudden accidental" or "gradual" pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall provide a limit no less than \$500,000 per claim or occurrence \$1,000,000 policy aggregate. If the services provided involve lead-based paint or asbestos identification/remediation, the Pollution Liability policy shall not contain lead-based paint or asbestos exclusions.

B. Coverage and Provider Requirements. Insurance policies shall not exclude or except from coverage any of the services and work required to be performed by Contractor under this Agreement. The required polic(ies) of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a "Best's" policyholder's rating of "A" or "A+". Prior to commencing any work under this agreement, Contractor shall provide County: (1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement for general liability applying to the County of Mono, its agents, officers and employees made on ISO form CG 20 10 11 85, or providing equivalent coverage; and (3) a notice of cancellation or change of

coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to the County.

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

D. Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance (including Workers' Compensation) meeting all the requirements stated herein and that County is an additional insured on insurance required of subcontractors.

10. STATUS OF CONTRACTOR

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as an independent contractor, and not as an agent, officer, or employee of the County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of, or exercise any right or power vested in, the County, except as expressly provided by law or set forth in Attachment A. No agent, officer, or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not, under any circumstances, be construed to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

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

11. DEFENSE AND INDEMNIFICATION

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance and shall survive any termination or expiration of this Agreement.

12. RECORDS AND AUDIT

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill

its obligation to maintain records as required by this paragraph by substitute photographs, micrographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, that County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.

14. TERMINATION

This Agreement may be terminated by County without cause, and at will, for any reason by giving to Contractor thirty (30) calendar days written notice of such intent to terminate. Contractor may terminate this Agreement without cause, and at will, for any reason whatsoever by giving to County thirty (30) calendar days written notice of such intent to terminate.

Notwithstanding the foregoing, if this Agreement is subject to General Conditions (set forth as an Exhibit hereto), then termination shall be in accordance with the General Conditions and this paragraph 14 shall not apply.

15. ASSIGNMENT

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

16. DEFAULT

If the Contractor abandons the work, or fails to proceed with the work and services requested by the County in a timely manner, or fails in any way as required to conduct the work and services as required by the County, the County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

17. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph 23 below.

18. CONFIDENTIALITY

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

19. CONFLICTS

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

20. POST-AGREEMENT COVENANT

Contractor agrees not to use any confidential, protected, or privileged information that is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two (2) years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

21. SEVERABILITY

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

22. FUNDING LIMITATION

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

23. AMENDMENT

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

24. NOTICE

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

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

Contractor:
Pavement Coatings Co
2290 East Main Street
Woodland, CA 95776
PCCNorth@pavementcoatings.com
916-642-1751

25. ENTIRE AGREEMENT

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

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

COUNTY OF MONO

CONTRACTOR

By: _____

By: _____

Dated: _____

Dated: _____

Taxpayer's Identification or Social Security Number: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF MONO AND
PAVEMENT COATINGS CO FOR THE CONSTRUCTION OF THE
2017 MONO COUNTY PAVEMENT PRESERVATION PROJECT**

TERM:

FROM: June 13, 2017 TO: December 31, 2017

SCOPE OF WORK:

The County has selected and contractor shall construct project bid items 1 through 6 (the base project) and SELECT additive Alternative A, B, C, and D.

The major work items of this the 2017 MONO COUNTY PAVEMENT PRESERVATION project (hereinafter referred to as the Project) are to preserve existing asphalt surfaces by the application of crack seal and slurry, and paint striping in existing locations on Northshore Drive, the Highlands (including Mountain Vista Drive, Highlands Drive, Highlands Place, Alpenglow, a portion of Leonard Avenue, Adler Strasse, and Lauterbrunnen Strasse), Bryant Field Airport (in Bridgeport, California), and other items or details not mentioned above that shall be performed, placed, constructed, or installed in accordance with Bid & Contract Documents, including the Project Manual and Project Plans and the Standard Specifications (2015) and the Standard Plans (2015) issued by the California Department of Transportation, as they may have been amended for County's use.

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

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

SCHEDULE OF FEES:

See Schedule of Fees (ATTACHMENT B) and Bid Schedule (ATTACHMENT B1) and incorporated herein.

WORK SCHEDULE:

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

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF MONO AND
PAVEMENT COATINGS CO FOR THE CONSTRUCTION OF THE
2017 MONO COUNTY PAVEMENT PRESERVATION PROJECT**

TERM:

FROM: June 13, 2017 TO: December 31, 2017

SCHEDULE OF FEES:

See Bid Schedule, attached hereto and incorporated herein. The total project cost shall not exceed [\$228,347.00], unless otherwise authorized by the County in writing prior to Contractor incurring additional expenses. Upon the County's written approval, authorization to proceed a payment shall be made for any additional items or tasks not initially specified in the scope of work.

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

BID SCHEDULE

2017 MONO COUNTY PAVEMENT PRESERVATION
Project No. 9689

CONTRACTOR'S NAME:	Pavement Coatings Co
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No	Spec Reference	Item	Quantity	Units	Price per Unit	Item Price
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Northshore Drive Station 1041+00 to 1151+50 (Base Bid)

1	8	Mobilization	1	LS	\$ 12,000	\$ 12,000.00
2	12	Traffic Control	1	LS	\$ 5,000	\$ 5,000.00
3	37	Slurry	39300	SY	\$ 2.07	\$ 81,351.00
4	84	Double Yellow Centerline (PAINT)	11050	LF	\$ 0.34	\$ 3,757.00
5	84	Right Edgeline White (PAINT)	22100	LF	\$ 0.28	\$ 6,188.00
6	84	Stop Bar and Stop Marking (PAINT)	1	LS	\$ 112.00	\$ 112.00

Northshore Drive Station 1041+00 to 1151+50 (Base Bid) Subtotal:						\$ 108,408.00
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Northshore Drive Station 1000+00 to 1041+00 (Alternate A)

A1	8	Mobilization	1	LS	\$ 1,500.00	\$ 1,500.00
A2	12	Traffic Control	1	LS	\$ 3,000	\$ 3,000.00
A3	37	Slurry	14600	SY	\$ 2.07	\$ 30,222.00
A4	84	Double Yellow Centerline (PAINT)	4100	LF	\$ 0.34	\$ 1,394.00
A5	84	Right Edgeline White (PAINT)	8200	LF	\$ 0.28	\$ 2,296.00
A6	84	Stop Bar and Stop Marking (PAINT)	1	LS	\$ 112.00	\$ 112.00

Northshore Drive Station 1000+00 to 1041+00 (Alternate A) Subtotal:						\$ 38,524.00
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The Highlands - Drawing C7 and C8 (Alternate B)

B1	8	Mobilization	1	LS	\$ 1,500	\$ 1,500.00
B2	12	Traffic Control	1	LS	\$ 3,000	\$ 3,000.00
B3	37	Slurry	14500	SY	\$ 2.07	\$ 30,015.00
B4	84	Stop Bar and Stop Marking (PAINT)	10	LS	\$ 112.00	\$ 1,120.00

The Highlands - Drawing C7 and C8 (Alternate B) Subtotal:						\$ 35,635.00
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CONTRACTOR'S NAME:	Pavement Coatings Co
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No	Spec Reference	Item	Quantity	Units	Price per Unit	Item Price
Lee Vining Airport Apron (Alternate C) TASK NOT AWARDED						
C1	8	Mobilization	0	LS		
C2	37	Apply Crack Treatment	0	LS		
C3	37	Slurry	0	SY		
C4	84	Marking "024" (PAINT)	0	EA		
C5	84	Tiedown and Center Markings (PAINT)	0	LS		

Lee Vining Airport Apron (Alternate C) Subtotal:	\$ -
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Bryant Field Airport Apron (Alternate D)						
D1	8	Mobilization	1	LS	\$ 1,500	\$ 1,500.00
D2	37	Apply Crack Treatment	1	LS	\$ 14,500	\$ 14,500.00
D3	84	Slurry	13000	SY	\$ 2.06	\$ 26,780.00
D4	84	Tiedown Markings (PAINT)	1	LS	\$ 3,000	\$ 3,000.00

Bryant Field Airport Apron (Alternate D) Subtotal:	\$ 45,780.00
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LS=Lump Sum | CY=Cubic Yard | SY=Square Yard | LF=Linear Feet | SF=Square Feet | EA=Each | VSF=Vertical Square Feet

<i>Northshore Drive Station 1041+00 to 1151+50 (Base Bid) Subtotal:</i>	\$ 108,408
<i>Northshore Drive Station 1000+00 to 1041+00 (Alternate A) Subtotal:</i>	\$ 38,524
<i>The Highlands - Drawing C7 and C8 (Alternate B) Subtotal:</i>	\$ 35,635
<i>Lee Vining Airport Apron (Alternate C) Subtotal:</i>	XXXXXXXXXX
<i>Bryant Field Airport Apron (Alternate D) Subtotal:</i>	\$ 45,780

<p>CONTRACT AMOUNT (includes BASE BID and ALTERNATES A, B, and D) Alternate C not included</p>	<p>\$ 228,347</p>
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EXHIBIT 1

**AGREEMENT BETWEEN COUNTY OF MONO AND
PAVEMENT COATINGS CO FOR THE CONSTRUCTION OF THE
2017 MONO COUNTY PAVEMENT PRESERVATION PROJECT**

GENERAL CONDITIONS

In the event of a conflict between these General Conditions and the Technical Specifications provided in the Project Manual, the Technical Specifications shall govern.

SECTION 1. GENERAL

1.1 DEFINITIONS AND TERMS.

Where the following terms are used in these General Conditions, the intent and meaning shall be interpreted as identified in the Standard Specifications and as follows:

- A. **ADMITTED SURETY INSURER (or, SURETY):** A corporate insurer or inter-insurance exchange to which the State Insurance Commissioner has issued a certificate of authority to transact surety insurance in California, as defined in Section 105 of the Insurance Code.
- B. **AWARD:** The acceptance by the County of the successful bidder's proposal.
- C. **CALENDAR DAY:** Unless otherwise specified, days or calendar days means each and every day shown on the calendar, Saturdays, Sundays, and holidays included.
- D. **CHANGE ORDER:** A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the work affected by such changes. The work, covered by a change order, shall be within the scope of the contract.
- E. **CONTRACT (or, CONTRACT DOCUMENTS):** The written and executed agreement between the County and the Contractor covering the work to be performed. The written agreement consists of all attachments as well as all documents incorporated by reference and shall include, but is not limited to, the agreement, performance bond, labor and materials payment bond, any required insurance certificates, the project manual, any addenda issued to bidders, and the project plans.
- F. **CONTRACTOR:** The business entity entering into a contract with the County of Mono for the performance of the work.
- G. **CONTRACT ITEM (or, PAY ITEM):** A specific unit of work for which a price is provided in the Contract.
- H. **CONTRACT TIME:** The number of calendar days or working days, for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.
- I. **COUNTY:** The County of Mono, a political subdivision of the State of California.
- J. **DEPARTMENT:** The Mono County Department of Public Works, except where Department of Transportation publications and offices are cited, whereupon such citations are to remain as written and refer to the State of California, Department of Transportation.

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

6 hours toward completion of the contract. Unless work is suspended for causes beyond the Contractor's control, Saturdays, Sundays, and holidays on which the Contractor's forces engage in regular work, requiring the presence of an inspector, will be considered working days.

1.2 ORDER OF PRECEDENCE OF DOCUMENTS.

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

SECTION 2. PERFORMANCE OF WORK

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

- A. Work occurring within 500 feet of a residential or commercial occupancy shall be limited to the hours between 7:00 am and 8:00 pm Monday through Saturday (Sunday operations shall be limited to hours between 9:00 am and 5:00 pm). Concrete pouring is limited to daylight hours between sunrise and sunset.
- B. Unless otherwise provided, the Contractor accepts full control of any vehicles, equipment, material, or other property delivered to the site in the performance of services and work for the Project. The Contractor is solely responsible for ensuring the security and protection of such vehicles, equipment, materials, property, and Work. The County accepts no responsibility for the security, safety, or liability of said vehicles, equipment, material, property, or work until final acceptance of the Work. The Contractor understands that the project site is a public area and, as such, there may be vandalism or obstructions, protrusions, and undesirable materials on and under the ground surface that may result in damage to the Contractor's vehicles, equipment, materials, project work, or other property.
- C. Authorized representatives or agents of the Engineer and County, state, or federal government shall have the right to enter the project site at any time during execution of the Work for any purpose that will not unreasonably interfere with the Contractor's use, including, but not limited to, the conduct of its own business, facility inspection, or inspection to ensure compliance with the terms and conditions of the Project.
- D. 24 Hour Contact Number - The Contractor shall assign a project superintendent and an assistant who have the complete authority to make decisions on behalf of the Contractor. The project superintendent or the assistant shall be at the project site at all times during the construction and shall be available and on call 24 hours a day, 7 days per week for the duration of the project. The Contractor shall provide the Engineer and the Mono County Sheriff's Department primary and secondary 24-hour mobile phone numbers for the project superintendent and the assistant. These numbers shall not automatically direct calls to a recorder or other message taking service.
- E. Advance Public Notification – At least 7 days and no more than 14 days prior to beginning any work on the project, the Contractor shall deliver written notice to all adjoining residents, businesses, tenants, to the fire department and law enforcement agency having jurisdiction over the project area, and other applicable parties listed below. Notice shall be given for general construction activity in an area as well as specific activities that will, in any way, inconvenience residents/property owners/tenants or affect their operations or access to their property. Such notices shall include the expected date for start of construction, a general description of the

construction activity to take place, expected duration, and the name, address, and contact number of the Contractor's superintendent and of the County Engineer. A follow up notice shall be distributed two days prior to the construction activity. Copies of all notices shall be provided to the Engineer for approval five working days prior to the desired distribution date.

NOTICE SHALL ADDITIONALLY BE PROVIDED TO THE FOLLOWING, OR AS FOLLOWS:

June Lake Public Utility District
United States Forest Service
State of California Department of Transportation

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

2.2 OTHER PROJECTS.

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

2.3 PROTECTION OF PROPERTY.

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

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

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

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

2.4 ENVIRONMENTAL PROTECTION.

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

2.5 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES.

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

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

2.6 ARCHAEOLOGICAL AND HISTORICAL FINDINGS.

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

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

SECTION 3. ACKNOWLEDGEMENTS, DISCLOSURES, CERTIFICATIONS AND AFFIDAVITS

3.1 DEBARMENT AND SUSPENSION CERTIFICATION

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

3.2 NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

3.3 APPLICABILITY TO SUBCONTRACTORS

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

3.4 QUARTERLY DISCLOSURES

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

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

SECTION 4. SUBCONTRACTORS

4.1 SUBCONTRACTING.

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

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

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

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

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

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

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

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

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

4.2 PERFORMANCE OF SUBCONTRACTORS

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

4.3 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS.

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

4.4 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS.

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

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

4.5 APPALACHIAN REGIONAL DEVELOPMENT ACT OF 1965.

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

SECTION 5. PROJECT IMPLEMENTATION

5.1 PRE-CONSTRUCTION CONFERENCE.

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

5.2 PROSECUTION AND PROGRESS.

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

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

5.3 ORDER OF WORK.

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

SECTION 6. PROJECT ADMINISTRATION

6.1 GENERAL.

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

Control of Work:

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

6.2 OMITTED ITEMS.

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

6.3 CONTRACTOR REPRESENTATION.

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

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

6.4 CONTRACTOR PERSONNEL.

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

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

6.5 METHODS AND EQUIPMENT.

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

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

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

6.6 PARTIAL PAYMENTS.

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

6.7 FINAL ACCEPTANCE.

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

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

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

6.8 CLAIMS FOR ADJUSTMENT AND DISPUTES.

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

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

6.9 FORCE MAJEURE.

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

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

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

6.10 WARRANTY AND GUARANTEE.

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

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

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

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

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

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

SECTION 7: TERMINATION

7.1 TERMINATION BY CONTRACTOR.

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

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

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

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

7.2 TERMINATION BY COUNTY FOR CAUSE.

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

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

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

1. Contractor persistently or repeatedly refuses or fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to prosecute the Work in accordance with the Contract Documents.
2. Contractor fails to make prompt payment of amounts properly due subcontractors after receiving payment from County.
3. Contractor fails to follow applicable legal requirements.

4. Contractor persistently or materially fails to execute the Work in accordance with the Contract Documents.
5. Contractor is in default of any other material obligation under the Contract Documents.
6. Contractor persistently or materially fails to comply with applicable safety requirements.

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

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

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

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

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

7.3 TERMINATION BY COUNTY FOR CONVENIENCE.

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

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

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

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

7.4 PAYMENT ADJUSTMENT FOR TERMINATION.

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

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

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

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

SECTION 8. MATERIALS

8.1 MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.

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

8.2 REFERENCE TO SPECIFICATIONS AND TRADE NAMES.

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

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

8.3 STORAGE OF MATERIALS.

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

SECTION 9. CONSTRUCTION DETAILS

9.1 ORDER OF WORK.

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

9.2 SANITARY, HEALTH, AND SAFETY PROVISIONS.

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

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

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

9.3 CONSTRUCTION SITE NUISANCE.

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

9.4 PUBLIC CONVENIENCE AND SAFETY.

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

Contractor shall comply with OSHA regulations applicable to Contractor regarding necessary safety equipment and procedures. Contractor shall comply with safety instructions issued by County. Contractor's personnel shall wear hard hats and safety vests at all times while working at the project site. Pursuant to the authority contained in Section 591 of the Vehicle Code, County has determined that such areas are within the limits of the project and are open to public traffic. Contractor shall comply

with all applicable requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Contractor shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles. All subcontracts entered into by Contractor shall contain the above provisions.

9.5 HIGHWAY CONSTRUCTION EQUIPMENT.

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

9.6 PERMITS.

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

9.7 CONSTRUCTION LAYOUT AND STAKES.

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

9.8 TESTING AND INSPECTIONS.

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

9.9 CONTRACTOR QUALITY CONTROL.

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

9.10 INSPECTION OF THE WORK.

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

If the Engineer requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering

or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

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

9.11 RETEST OF WORK.

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

9.12 MAINTENANCE DURING CONSTRUCTION.

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

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

SECTION 10. OPERATIONS AND SAFETY

10.1 TEMPORARY CONTRACTOR FACILITIES.

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

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

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

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

10.2 BORROW, DISPOSAL AND MATERIAL SITES.

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

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

10.3 WATER SUPPLY.

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

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

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

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

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

10.4 EXISTING FACILITIES.

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

SECTION 11. PROGRESS MEETINGS

11.1 WEEKLY PROGRESS MEETINGS.

The Engineer will conduct Progress Meetings at regularly scheduled times convenient for all parties involved. Progress Meetings are in addition to specific meetings held for other purposes, such as

coordination meetings. Discussions will address administrative and technical issues of concern, determining resolutions, and development of deadlines for resolution within allowable time frames.

11.2 ATTENDEES.

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

SECTION 14. WORK SCHEDULE AND LIQUIDATED DAMAGES

14.1 BEGINNING OF WORK AND TIME OF COMPLETION.

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

14.2 LIQUIDATED DAMAGES.

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

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

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

The Contractor shall pay to the County the sum of \$1000.00 per day, as liquidated damages, for each and every working day's delay in finishing the work in excess of the number of working days prescribed above. This sum is based on the recommended calculation located in the Caltrans Local Assistance Procedures Manual at page 12-21 available at: <http://www.dot.ca.gov/hq/LocalPrograms/lpp/LPP04-09.pdf>.

14.3 BREACH.

If conditions of non-performance justifying the imposition of liquidated damages continue, they may amount to a material breach for which the County may pursue recovery of actual losses resulting from the Contractor's failure to perform, and the County expressly reserves this right. The County shall notify the Contractor in writing, for any default specified herein, and such liquidated damages shall be paid by the Contractor within thirty (30) calendar days of the County's notice. The Contractor's failure to pay the assessed liquidated damages within the designated time frame may be deemed by the County as a breach of contract.

SECTION 15. PROJECT CLOSEOUT

15.1 "As-Built" Drawings.

The Contractor shall maintain a set of accurate "as-built" drawings during the course of the project. Any project work completed that varies from the "as-built" drawings as issued shall be legibly noted on the "as-built" drawings in red ink. Both text and line work shall be used to reflect the changes. The "as-built" drawings shall be clearly labeled as "as-built" drawings and each sheet signed and dated by the Contractor, certifying that the information provided is accurate. At the completion of the project and prior to final payment, the "as-built" drawings shall be delivered to the County and, upon receipt, shall be maintained as the property of the County.

EXHIBIT 2

**AGREEMENT BETWEEN COUNTY OF MONO AND
PAVEMENT COATINGS CO FOR THE CONSTRUCTION OF THE
2017 MONO COUNTY PAVEMENT PRESERVATION PROJECT**

PREVAILING WAGES AS OF: APRIL 21, 2017

A. Determination.

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

B. Prevailing Wage Rate.

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

C. Apprentices.

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

D. Penalty for Non-Payment of Prevailing Wages.

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

E. Payroll Records.

Pursuant to Section 1776 of the California Labor Code, Contractor, and any subcontractor under him, shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week and the actual per diem

wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the performance of the services and work requested by the County, as described in the Scope of Work (Attachment A) of this Agreement.

F. Inspection of Payroll Records.

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

G. Posting of Prevailing Wages at Job Site.

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

H. Hours.

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

I. Overtime.

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

J. Records of Hours.

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

K. Penalty for Violation of Work Hours.

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

of the California Labor Code. California Labor Code Section 1813 is incorporated herein by this reference, and a copy of that section is included at the end of this Exhibit.

L. Registration with DIR and Compliance Monitoring.

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

CALIFORNIA LABOR CODE:

Sections 1771, 1775, 1776, 1777.5, 1813, and 1815

§ 1771. Payment of general prevailing rate

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

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

§ 1775. Penalties for violations

(a) (1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

(2) (A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:

- (i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.
- (ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

(B) (i) The penalty may not be less than ten dollars (\$10) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

- (ii) The penalty may not be less than twenty dollars (\$20) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

- (iii) The penalty may not be less than thirty dollars (\$30) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.
 - (C) When the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.
 - (D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.
 - (E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.
- (b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:
- (1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - (2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.
 - (3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.
 - (4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.
- (c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

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

- (a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall

contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and furnished directly to the Labor Commissioner in accordance with subdivision (a) of Section 1771.4, and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

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

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

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

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

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

(f)

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

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

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

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

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

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

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

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

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

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of

Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

- (1) The apprenticeship standards and apprentice agreements under which he or she is training.
 - (2) The rules and regulations of the California Apprenticeship Council.
- (d) When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).
- (e) Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.
- (f) The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.
- (g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates where the contractor agrees to be bound by those standards, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.
- (h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Chief of the Division of Apprenticeship Standards, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.
- (i) A contractor covered by this section that has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or that has been previously approved for

an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

- (j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Chief of the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.
- (k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:
 - (1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.
 - (2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.
 - (3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.
 - (4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.
- (l) When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.
- (m)
 - (1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.
 - (2) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Division of Apprenticeship Standards for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows:
 - (A) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.
 - (B) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and geographic area for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices registered in each program.

- (C) All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of the Division of Apprenticeship Standards.
- (3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Notwithstanding Section 13340 of the Government Code, all money in the Apprenticeship Training Contribution Fund is hereby continuously appropriated for the purpose of carrying out this subdivision and to pay the expenses of the Division of Apprenticeship Standards.
- (n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.
- (o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).
- (p) All decisions of an apprenticeship program under this section are subject to Section 3081.

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

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

§ 1815. Overtime

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

EXHIBIT 3

**AGREEMENT BETWEEN COUNTY OF MONO AND
PAVEMENT COATINGS CO FOR THE CONSTRUCTION OF THE
2017 MONO COUNTY PAVEMENT PRESERVATION PROJECT**

BOND REQUIREMENTS

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

SAMPLE PERFORMANCE BOND

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

2017 MONO COUNTY PAVEMENT PRESERVATION PROJECT as described in the Project Manual.

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

NOW, THEREFORE, we the undersigned Contractor and Surety are held firmly bound to the County of Mono in the sum of \$Two Hundred and Twenty Eight Thousand, Three Hundred and Forty Seven dollars (\$228,347), to be paid to said County or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

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

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

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

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

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

Contractor

Name of Surety (SEAL)

By : Attorney-in-Fact

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

APPROVED AS TO FORM:

Mono County Counsel

SAMPLE PAYMENT BOND

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

2017 MONO COUNTY PAVEMENT PRESERVATION PROJECT as described in the Project Manual.

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

NOW, THEREFORE, we the undersigned Principal and Surety are bound unto the Obligee in the sum of Two Hundred and Twenty Eight Thousand, Three Hundred and Forty Seven dollars (\$ 228,347), for which payment, we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH,

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

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

Dated: _____, 20 ____

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

_____ Principal

_____ Surety (SEAL)

_____ By : Attorney-in-Fact

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

APPROVED AS TO FORM:

Mono County Counsel

**COUNTY OF MONO
DEPARTMENT OF PUBLIC WORKS
SAMPLE WARRANTY BOND**

KNOW ALL BY THESE PRESENTS that we, Pavement Coatings Co, 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 Twenty Two Thousand, Eight Hundred Thirty Four Dollars and Seventy Cents (\$22,834.70) lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

Signed, Sealed, and Dated

The condition of the above obligation is that if said Principal, its successors and assigns, as Contractor in the contract for the work described herein, or its subcontractor, fails to maintain and remedy in a good workmanlike manner the work of 2017 MONO COUNTY PAVEMENT PRESERVATION PROJECT such that it is free from defects in materials and workmanship for a period of one year commencing on _____ [DATE] (the "Maintenance Period") and shall indemnify and save harmless the County of Mono, its officers and agents, as stipulated in the contract, said Surety will pay for the same in an amount not to exceed the sum hereinabove set forth, and also in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court.

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

Dated: _____, 20 ____

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

Principal

Surety (SEAL)

By : Attorney-in-Fact

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

APPROVED AS TO FORM:

Mono County Counsel

EXHIBIT 4

**AGREEMENT BETWEEN COUNTY OF MONO AND
PAVEMENT COATINGS CO FOR THE CONSTRUCTION OF THE
2017 MONO COUNTY PAVEMENT PRESERVATION PROJECT**

INVOICING, PAYMENT AND RETENTION

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

If this box is checked, then invoicing shall be made in the format and according to the schedule and payment terms set forth in the Application and Certificate for Payment set forth on the following two pages.

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

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

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

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

2017 Mono County Pavement Preservation



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 13, 2017

Departments: Public Works - Engineering

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

SUBJECT County Surveyor Services

AGENDA DESCRIPTION:

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

A Contract County Surveyor is needed to perform quality control reviews of land surveying maps on behalf of the County.

RECOMMENDED ACTION:

1. Appoint John "Steve" Parrish, employee of Lumos and Associates, as the Contract County Surveyor for Mono County and approve filing the required Notice of Department Designation form. 2. Authorize the Public Works Director (in consultation with County Counsel) to execute and administer a three-year professional services agreement with Lumos and Associates of Carson City, Nevada to perform Contract County Surveyor functions in an amount not to exceed \$75,000. 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.

FISCAL IMPACT:

Contract County Surveyor services are budgeted annually and charges are generally passed through to applicants as map review fees. Services will be charged on a time-and-materials basis consistent with the schedule of fees listed in Attachment B1 to the agreement (Exhibit 1). The three-year contract limit is \$75,000.

CONTACT NAME: Garrett Higerd

PHONE/EMAIL: 760-924-1802 / ghigerd@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Agreement
Exhibit 2 - Designated Engineer-Surveyor Form

History

Time	Who	Approval
6/8/2017 6:28 AM	County Administrative Office	Yes
6/5/2017 11:58 AM	County Counsel	Yes
6/7/2017 6:48 AM	Finance	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

Date: June 13, 2017

To: Honorable Chair and Members of the Board of Supervisors

From: Garrett Higerd, County Engineer

Re: Agreement for Contract County Surveyor Services

Recommended Action

Authorize the Public Works Director (in consultation with County Counsel) to execute and administer a three-year professional services agreement with Lumos and Associates of Carson City, Nevada to perform Contract County Surveyor functions in an amount not to exceed \$75,000. 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.

Appoint John "Steve" Parrish, employee of Lumos and Associates, as the Contract County Surveyor and approve filing the required Notice of Department Designation form.

Fiscal Impact:

Contract County Surveyor services are budgeted annually and charges are generally passed through to applicants as map review fees. Services will be charged on a time-and-materials basis consistent with the schedule of fees listed in Attachment B1 to the agreement (Exhibit 1). The three-year contract limit is \$75,000.

Discussion:

The County has a statutory obligation to perform County Surveyor functions through a licensed land surveyor who is either an employee or a contractor. These functions include quality control review and approval of tract maps, parcel maps, records of survey, corner records, certificates of compliance, legal descriptions and similar land development related documents. The Engineering Division of Public Works processes these documents, but because of the low volume, it is more cost effective for the County to contract out these technical reviews rather than have a licensed land surveyor on staff to perform this function. In the past, when land development was booming, these services have cost up to \$50,000 per year. However, over the last three years the cost has been approximately \$7,000 or less. A temporary increase is expected over the next few months because of a backlog of maps in the queue.

In May, the Engineering Division issued a Request for Qualifications (RFQ) for qualified surveying firms to provide these services. Two Statements of Qualifications (SOQs) were

received and Lumos and Associates was selected as the most qualified. An agreement with Lumos and Associates, including Attachments A, B, and B1 which describe the scope of work, budget, and schedule of fees, is enclosed as Exhibit 1 for Board consideration.

The state requires Counties file a "Notice of Department Designation" form designating appropriately-licensed individuals in responsible charge of land surveying and engineering services. Under this agreement, John "Steve" Parrish will act as the licensed Contract County Surveyor as an employee of Lumos and Associates. The Notice of Department Designation form is attached as Exhibit 2.

Please contact me at 924-1802 if you have any questions regarding this item.

Respectfully submitted,



Garrett Higerd
County Engineer

Attachment: Exhibit 1 – Agreement with Lumos and Associates
 Exhibit 2 – Notice of Department Designation Form

**AGREEMENT BETWEEN COUNTY OF MONO
AND LUMOS AND ASSOCIATES
FOR THE PROVISION OF COUNTY SURVEYOR SERVICES**

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as “County”) may have the need for the COUNTY SURVEYOR services of **LUMOS AND ASSOCIATES**, of CARSON CITY, NEVADA (hereinafter referred to as “Contractor”), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

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

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and county laws, ordinances, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those that are referred to in this Agreement.

This Agreement is subject to the following Exhibits (as noted) which are attached hereto, following all referenced Attachments, and incorporated by this reference. In the event of a conflict between the terms of an attached Exhibit and this Agreement, the terms of the Exhibit shall govern:

- Exhibit 1:** General Conditions (Construction)
- Exhibit 2:** Prevailing Wages
- Exhibit 3:** Bond Requirements
- Exhibit 4:** Invoicing, Payment, and Retention
- Exhibit 5:** Trenching Requirements
- Exhibit 6:** FHWA Requirements
- Exhibit 7:** CDBG Requirements
- Exhibit 8:** HIPAA Business Associate Agreement
- Exhibit 9:** Other _____

2. TERM

The term of this Agreement shall be from June 13, 2017, to June 13, 2020, unless sooner terminated as provided below.

3. CONSIDERATION

A. Compensation. County shall pay Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A that are performed by Contractor at County's request.

B. Travel and Per Diem. Contractor will not be paid or reimbursed for travel expenses or per diem that Contractor incurs in providing services and work requested by the County under this Agreement, unless otherwise provided for in Attachment B.

C. No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$75,000 total over three-year contract term, or \$63,000 in any twelve-month period, plus (for public works) the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors (hereinafter referred to as "Contract Limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

E. Billing and Payment. Contractor shall submit to the County, on a monthly basis, an itemized statement of all services and work described in Attachment A, which were done at the County's request. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. Alternatively, Contractor may submit a single request for payment corresponding to a single incident of service or work performed at the County's request. All statements submitted in request for payment shall identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Invoicing shall be informative but concise regarding services and work performed during that billing period. Upon finding that Contractor has satisfactorily completed the work and performed the services as requested, the County shall make payment to Contractor within 30 days of its receipt of the itemized statement. Should the County determine the services or work have not been completed or performed as requested and/or should Contractor produce an incorrect statement, the County shall withhold payment until the services and work are satisfactorily completed or performed and/or the statement is corrected and resubmitted.

If Exhibit 4 ("Invoicing, Payment, and Retention") is attached to this Agreement, then the language contained in 4 shall supersede and replace this paragraph 3.E. in its entirety.

F. Federal and State Taxes.

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

(2) County shall withhold California state income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety-nine dollars (\$1,499.00).

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

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board.

4. WORK SCHEDULE

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A that are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor, in arranging his/her schedule, will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments, for Contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits that are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

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

7. COUNTY PROPERTY

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

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual

presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind that are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION

Contractor shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than \$1 million (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors.

9. INSURANCE

A. Contractor shall procure and maintain, during the entire term of this Agreement or, if work or services do not begin as of the effective date of this Agreement, commencing at such other time as may be authorized in writing by the County Risk Manager, the following insurance (as noted) against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Contractor, its agents, representatives, employees, or subcontractors:

- General Liability. A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Contractor under this Agreement, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than \$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 \$300,000.00 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 \$1,000,000.00 per claim or occurrence/ \$2,000,000.00 general aggregate. If coverage is written on a claims-made form then: (1) the "retro date" must be shown, and must be before the beginning of contract work; (2) insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract work; and (3) if coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "retro date" prior to the contract effective date, then Contractor must purchase "extended reporting" coverage for a minimum of five years after completion of contract work.

- Pollution Liability Insurance. A policy of Comprehensive 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 \$1,000,000.00 per claim or occurrence/ \$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 the County of Mono, its agents, officers and employees made on ISO form CG 20 10 11 85, or providing equivalent coverage; and (3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to the County.

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

D. Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance (including Workers' Compensation) meeting all the requirements stated herein and that County is an additional insured on insurance required of subcontractors.

10. STATUS OF CONTRACTOR

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as an independent contractor, and not as an agent, officer, or employee of the County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of, or exercise any right or power vested in, the County, except as expressly provided by law or set forth in Attachment A. No agent, officer, or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not, under any circumstances, be construed to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

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

11. DEFENSE AND INDEMNIFICATION

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance and shall survive any termination or expiration of this Agreement.

12. RECORDS AND AUDIT

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, micrographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, that County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.

14. TERMINATION

This Agreement may be terminated by County without cause, and at will, for any reason by giving to Contractor thirty (30) calendar days written notice of such intent to terminate. Contractor may terminate this Agreement without cause, and at will, for any reason whatsoever by giving to County thirty (30) calendar days written notice of such intent to terminate.

Notwithstanding the foregoing, if this Agreement is subject to General Conditions (set forth as an Exhibit hereto), then termination shall be in accordance with the General Conditions and this paragraph 14 shall not apply.

15. ASSIGNMENT

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

16. DEFAULT

If the Contractor abandons the work, or fails to proceed with the work and services requested by the County in a timely manner, or fails in any way as required to conduct the work and services as required by the County, the County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

17. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph 23 below.

18. CONFIDENTIALITY

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

19. CONFLICTS

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

20. POST-AGREEMENT COVENANT

Contractor agrees not to use any confidential, protected, or privileged information that is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two (2) years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

21. SEVERABILITY

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

22. FUNDING LIMITATION

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

23. AMENDMENT

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

24. NOTICE

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

County of Mono:
Jeff Walters
Director of Public Works
P.O. Box 457
Bridgeport, CA 93517
760-932-5440

Contractor:
LUMOS AND ASSOCIATES
800 East College Parkway
Carson City, Nevada 89706
jparrish@LumosInc.com
775-883-7077

25. ENTIRE AGREEMENT

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

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

COUNTY OF MONO

CONTRACTOR

By: _____

By: _____

Dated: _____

Dated: _____

Taxpayer's Identification or Social Security Number: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF MONO
AND LUMOS AND ASSOCIATES
FOR THE PROVISION OF COUNTY SURVEYOR SERVICES**

TERM:

FROM: June 13, 2017 TO: June 13, 2020

SCOPE OF WORK:

The Scope of Work shall include all labor and materials associated with the performance of COUNTY SURVEYOR SERVICES, to be executed in general conformance with applicable provisions of the Subdivision Map Act, the Professional Engineers and Land Surveyors Act, and the Mono County Code, incorporated herein by reference.

COUNTY SURVEYOR SERVICES shall be performed as requested by PUBLIC WORKS (as defined in This Agreement). Upon written direction by PUBLIC WORKS, CONSULTANT (as defined in this Agreement) may perform COUNTY SURVEYOR SERVICES directly with APPLICANT (defined as the party who submits for approval any work defined under this SCOPE OF WORK) or APPLICANT's surveyor. CONSULTANT shall request this written notice, where CONSULTANT deems it necessary to meet the requirements of this SCOPE OF WORK, COUNTY SURVEYOR SERVICES shall include, but may not be limited to, the following tasks:

1. Provide technical review, comment, and coordination with PUBLIC WORKS, APPLICANT, and APPLICANT's surveyor for the completion, approval, and recordation (where applicable) of final tract maps, parcel maps, records of survey, legal descriptions, corner records, certificates of compliance, lot line adjustments, official maps, and similar land development documents. Provide signature on approval certificate of completed maps.
2. Perform research and calculations that may be necessary for processing and approval of a given project.
3. Provide technical review and comment on maps, plats, exhibits, figures, calculations, tables, charts, reports, legal descriptions, and other documents submitted by applicant in support of approval for a given project. Correspond with applicant for submittal of any outstanding documentation or revision required to existing documents as necessary for project approval.
4. Coordinate project work with the PUBLIC WORKS DIRECTOR or his designee. The designee may include, but shall not be limited to personnel from the Public Works Department or the Planning Department.
 - a. This may include attendance at meetings with County staff, APPLICANTS, surveyors, or meetings of the Mono County Land Development Technical Advisory Committee (LDTAC) from time to time.
 - b. To the extent possible, allowing for project priorities and staff availability, PUBLIC

WORKS will provide initial technical review and comment to APPLICANT.

c. County staff shall be responsible for developing map conditions for tentative maps, but may request input from CONSULTANT. County staff shall be responsible for processing final tract and parcel maps to a near-complete level; CONSULTANT shall provide final review and approval.

d. Copies of direct correspondence with applicant shall be forwarded to Public Works. Copies of direct correspondence with APPLICANT's surveyor shall be forwarded to both Public Works and applicant.

5. The COUNTY shall retain and maintain all permanent records. Work products shall be processed through the PUBLIC WORKS office. Map numbering and indexing shall be assigned and processed by the COUNTY.

6. If necessary, coordinate modification to map-check procedures with PUBLIC WORKS.

7. When requested by COUNTY, perform COUNTY SURVEYOR SERVICES as set forth in Government Code sections 27550-27564, et seq.

8. Tasks performed for COUNTY SURVEYOR SERVICES shall follow generally-accepted practices for the industry and shall meet the minimum requirements and guidelines established by the Professional Engineers and Land Surveyors Act.

WORK SCHEDULE:

Map review and other related tasks shall meet time limits imposed by the Subdivision Map Act and local ordinances. Task schedules shall be coordinated with COUNTY staff.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF MONO
AND LUMOS AND ASSOCIATES
FOR THE PROVISION OF COUNTY SURVEYOR SERVICES**

TERM:

FROM: June 13, 2017 TO: June 13, 2020

SCHEDULE OF FEES:

See attached Lumos and Associates Schedule of Fees.

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

Engineering & Development	Per Hour
President	\$250
Director	225
Group Manager	200
Project Manager	170
Senior Hydrogeologist	165
Hydrogeologist	160
Senior Engineer	150
Project Engineer	140
Staff Engineer	130
Landscape Architect Manager	140
Landscape Architect	130
Landscape Architect Designer	115
Project Coordinator	120
Senior Project Designer	120
Project Designer	115
Engineering Technician I & II	90-100
Support Technician	65
Construction	Per Hour
Director	\$225
Group Manager	200
Project Manager	170
Geotechnical Engineer	190
Construction Services Engineer	155
Construction Services Supervisor	125
Geotechnician	125
Senior Inspector	110
Inspector	105
Field Technician I & II	90-95
Surveying	Per Hour
Director	\$225
Group Manager	200
Project Manager	170
Senior Surveyor	140
Project Surveyor	130
Project Coordinator	120
Staff Surveyor	120
Surveying Technician I & II	95-110
Party Chief	135
Chain Person	65
Administrative & Other Services	Per Hour
Administrator	\$75
Clerical	65
30x42 Color/B&W (per copy)	10/5
24x36 Mylar/Color/B&W (per copy)	20/5/3
8.5x11 Color /B&W (per copy)	0.50/0.15
Mileage (per mile)	0.70

- Fees for prevailing wage rate projects available upon request.
- Map filing, checking, consulting, and other fees paid on behalf of the client shall be billed at cost plus fifteen percent (15%).
- Overtime hours will be billed at 1.5 times standard rate where applicable.
- Survey and Field crew billing rates include standard testing equipment and truck up to 30 mile radius, after which mileage rates apply

Invoices are due upon receipt and considered to be past due after 30 days.
This fee schedule applies to services provided from February 1, 2017 until further notice.



BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS

2535 Capitol Oaks Drive, Suite 300, Sacramento, California, 95833-2944

Telephone: (916) 263-2222 – Toll Free: 1-866-780-5370

Facsimile: (916) 263-2246

www.bpelsg.ca.gov



NOTICE OF DEPARTMENT DESIGNATION

For California State, City, County, City/County, District, or Special District Departments

(Pursuant to Sections 6730.2 and 8725.1 of the California Business and Professions Code, an appropriately-licensed person needs to be designated as the individual in responsible charge of land surveying and each branch of engineering services being practiced)

Note: *Each department that practices engineering or surveying on an independent basis must designate appropriately-licensed individuals in responsible charge of those services. List the lowest level department that has independent authority to make final engineering or land surveying decisions without having to obtain approval of those decisions by a higher level of authority.*

State	City	County
City/County		Special District
District		
Department Name		
Address (including city, state, and ZIP code)		
Telephone Number		Website Address

Professional Services Practiced:

- Civil (Structural and Geotechnical) Engineering
- Mechanical Engineering
- Electrical Engineering
- Land Surveying

List the name, title, and license number of the licensee or licensees in responsible charge of professional engineering or land surveying services at this Department/Agency's office along with their title and license number. An Organization Chart should be attached. List individuals contracted to serve in an official capacity (i.e., city engineer, etc.). **(Attach additional pages if needed)**

Name	Title	License Number

 Name of Person Completing this Form Signature Title Contact Information Date



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 13, 2017

Departments: Human Resources, County Counsel

TIME REQUIRED 5 minutes

PERSONS Stacey Simon

SUBJECT Employment Agreement with Jason
Canger as Deputy County Counsel II

**APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Jason Canger as Deputy County Counsel II and prescribing the compensation, appointment and conditions of said employment.

RECOMMENDED ACTION:

Announce Fiscal Impact. Approve Resolution #R_____, approving a contract with Jason Canger as Deputy County Counsel II, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

FISCAL IMPACT:

The cost of this position for a full fiscal year is \$163,720.39, of which \$104,964 is salary; \$11,676.20 is the employer portion of PERS, and \$47,080.19 is the cost of the benefits.

CONTACT NAME: Stacey Simon

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Resolution
<input type="checkbox"/> Agreement

History

Time	Who	Approval
6/8/2017 12:44 PM	County Administrative Office	Yes
6/7/2017 5:39 PM	County Counsel	Yes
6/8/2017 7:10 AM	Finance	Yes

County Counsel
Stacey Simon

Assistant County Counsel
Christian E. Milovich

Deputy County Counsel
Anne N. Larsen

**OFFICE OF THE
COUNTY COUNSEL**

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

Telephone
760-924-1700

Facsimile
760-924-1701

Paralegal
Jenny Senior

To: Board of Supervisors

From: Stacey Simon

Date: June 13, 2017

Re: Employment Agreement with Jason Canger

Recommended Action

Adopt Resolution #R17-__, approving a contract with Jason Thomas Canger as Deputy County Counsel II and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact

The cost of this position for a full fiscal year is \$163,720.39, of which \$104,964 is salary; \$11,676.20 is the employer portion of PERS, and \$47,080.19 is the cost of the benefits.

Discussion

Jason Canger has experience in a variety of areas that are relevant and important to Mono County. Specifically, he worked most recently as an associate at the law firm of Somach Simmons & Dunn, one of California's preeminent water and land use law firms. At Somach, Mr. Canger represented both public and private entities in environmental, land use, federal lands and water rights matters – including matters related to water rights, water quality, endangered species, and implementation of the Sustainable Groundwater Management Act.

Prior to joining Somach, Mr. Canger was a Legislative Analyst for the California State Water Resources Control Board and, during law school, worked for the Yolo County Counsel's Office, the Office of the California Attorney General, and the Orange County Counsel's Office.

Perhaps most importantly, Mr. Canger is an approachable and amiable person, who will be able to work with a wide variety of people, public officials and departments.

We are very eager and excited to have Mr. Canger on board, and believe that he will be an outstanding addition to the office of the Mono County Counsel. If you have any questions on this matter prior to your meeting, please call me at 924-1704 or 932-5417.



RESOLUTION NO. R17-

A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS APPROVING EMPLOYMENT AGREEMENT WITH JASON THOMAS CANGER AS DEPUTY COUNTY COUNSEL II

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

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

PASSED AND ADOPTED this ____ day of _____, 2017, by the following vote:

AYES :
NOES :
ABSTAIN :
ABSENT :

ATTEST: _____
Clerk of the Board

Stacy Corless, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

AGREEMENT REGARDING EMPLOYMENT OF JASON THOMAS CANGER

This Agreement is entered into this ____ day of June, 2017, between Jason Thomas Canger and the County of Mono.

I. RECITALS

The County wishes to employ Jason Thomas Canger as a Deputy County Counsel II on a full-time basis on the terms and conditions set forth in this Agreement. Mr. Canger wishes to accept such employment with the County on said terms and conditions.

II. AGREEMENT

1. The term of this Agreement shall be July 1, 2017 until June 30, 2020, unless earlier terminated by either party in accordance with this Agreement. The County shall notify Mr. Canger in writing no later than December 30, 2019 whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Mr. Canger shall notify the County in writing of its breach of this provision of the Agreement and County shall be allowed 30 days from the receipt of that notice to cure the breach. If the County cures the breach and notifies Mr. Canger that it does not intend to negotiate a renewal of the Agreement, then this Agreement shall terminate six months after said notification and no additional compensation or damages shall be owing to Mr. Canger as a result of the cured breach. If the County does not cure the breach, then the Agreement shall automatically renew for another three years on the same terms in effect at the time of renewal.
2. Commencing July 1, 2017 Mr. Canger shall be employed by Mono County as a Deputy County Counsel II, serving at the will and pleasure of the County Counsel in accordance with the terms and conditions of this Agreement. Mr. Canger accepts such employment. The County Counsel shall be deemed the "appointing authority" for all purposes with respect to Mr. Canger's employment.
3. Mr. Canger's initial salary shall be \$8747.00 per month. Mr. Canger understands that he is responsible for paying the employee's share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to his employment for the County, and also any employee share of the "normal cost" of his retirement benefits that may be mandated by the Public Employees Pension Reform Act of 2013 (PEPRA).

Should a wage increase be granted under the MOU with Local 39, applicable to Mono County Public Employees (MCPE), it is agreed that this contract will be

reopened for discussion and potential re-negotiation with respect to Mr. Canger's salary. During such negotiations the County shall consider and discuss the issue of increased compensation with Mr. Canger in good faith, but the County's decision whether or not to grant such additional compensation shall be final and non-appealable.

4. Mr. Canger shall earn and accrue vacation and sick leave in accordance with the County's Management Benefits Policy and in accordance with any applicable County Code provisions not in conflict with said Policy. Also pursuant to said Policy, in recognition of the fact that his employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, he shall be entitled to 80 hours of merit leave (aka administrative leave) during each year of service under this Agreement. Mr. Canger understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31st of each calendar year in which it is provided or it is lost. (Due to Mr. Canger's start date of July 1, 2017, his merit leave shall be 40 hours for 2017).
5. To the extent deemed appropriate by the County Counsel, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Mr. Canger's full participation in applicable professional associations, for his continued professional growth and for the good of the County.
6. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Mr. Canger shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County's Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits, CalPERS medical insurance, County dental and vision coverage, and life insurance. Pursuant to the California Public Employees' Pension Reform Act of 2013, the CalPERS retirement formula applicable to Mr. Canger's County employment will be "2% at 62." Any and all references in this Agreement to the County's Management Benefits Policy shall mean the "Policy Regarding Benefits of Management-level Officers and Employees," amended most recently by Resolution R14-54 of the Mono County Board of Supervisors and as the same may be further amended from time to time and unilaterally implemented by the County.
7. Mr. Canger understands and agrees that his receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on his actual and regular rendering of personal services to the County or, in the event of any absence, upon his proper use of any accrued leave. Should Mr. Canger cease rendering such

services during this Agreement and be absent from work without any accrued leave to cover said absence, then he shall cease earning or receiving any additional compensation or benefits until such time as he returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Mr. Canger's regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees.

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

same may be amended from time to time. Mr. Canger shall also not be entitled to any severance pay in the event that he becomes unable to perform the essential functions of his position (with or without reasonable accommodations) and his employment is duly terminated for such non-disciplinary reasons.

11. Mr. Canger may resign his employment with the County at any time. His resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Mr. Canger shall not be entitled to any severance pay or additional compensation of any kind after the effective date of such resignation.
12. Pursuant to Government Code sections 53243 Mr. Canger shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if Mr. Canger is convicted of a crime involving abuse of office or position.
13. This Agreement constitutes the entire agreement of the parties with respect to the employment of Mr. Canger.
14. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Mr. Canger's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Mr. Canger's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus.

[[CONTINUED ON PAGE 5]]

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

III. EXECUTION:

This Agreement is hereby executed by the parties this _____ day of June, 2017.

EMPLOYEE

THE COUNTY OF MONO

Jason T. Canger

By: Stacy Corless, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 13, 2017

TIME REQUIRED

SUBJECT Closed Session--Human Resources

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p>No Attachments Available</p>
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History

Time

Who

Approval



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 13, 2017

Departments: Human Resources

TIME REQUIRED

SUBJECT Closed Session - CAO Performance 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 Administrative Officer.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Dave Butters

PHONE/EMAIL: 7609325413 / dbutters@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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No Attachments Available

History

Time	Who	Approval
5/24/2017 5:14 PM	County Administrative Office	Yes
6/2/2017 3:25 PM	County Counsel	Yes
6/7/2017 6:40 AM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 13, 2017

TIME REQUIRED

SUBJECT Afternoon Session

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

THE AFTERNOON SESSION WILL RECONVENE AT 1:30 P.M.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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No Attachments Available

History

Time

Who

Approval



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 13, 2017

Departments: Clerk of the Board

TIME REQUIRED 30 minutes (15 minute presentation;
15 minute discussion) 1:30 p.m. **PERSONS APPEARING BEFORE THE BOARD** Charles Broten

SUBJECT IMACA Annual Report

AGENDA DESCRIPTION:

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

This item is sponsored by Supervisor Larry Johnston. Presentation by Charles Broten of IMACA regarding the impact of proposed FY 2018 Administration Budget on programs operated by IMACA, which has provided services to low-income Inyo Mono residents since 1981.

RECOMMENDED ACTION:

Receive presentation and provide direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Helen Nunn

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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Staff Report
Annual Report

History

Time	Who	Approval
6/8/2017 12:42 PM	County Administrative Office	Yes
6/6/2017 5:54 PM	County Counsel	Yes

6/7/2017 6:51 AM

Finance

Yes



People Helping People

**Administration
Personnel
Community Services
Housing
Weatherization**
137 E South St.
P.O. Box 845
Bishop, CA 93515
(760) 873-8557
Fax (760) 873-8182
e-mail: info@imaca.net

**Community Connections
for Children**
625 Old Mammoth Rd.
P.O. Box 8571
Mammoth Lakes, CA 93546
(760) 934-3343
(800) 317-4600
Fax (760) 934-2075

**Child Development &
Family Services
Head Start/State Preschool**
Administration Office
180 Clarke Street
Bishop, CA 93514
(760) 873-3001
Fax (760) 872-5570

**Glass Mountain
Apartments**
25 Mountain Blvd.
Mammoth Lakes, CA 93546
(760) 924-3888

Valley Apartments
156 E. Clarke St.
Bishop, CA 93514
(760) 873-8557

IMACA is a Non-Profit,
Tax-Exempt Organization
under Section 501(c)(3),
Internal Revenue Code.

Date: June 13, 2017

To: Honorable Board of Supervisors

From: Charles Broten, Director
Inyo Mono Advocates for Community Action, Inc.

Subject: Information on Impact of proposed FY 2018 Administration Budget on programs operated by IMACA, which has provided services to low-income Inyo Mono residents since 1981.

Fiscal Impact: Possible increases to County operated assistance programs

Discussion: Mono County Supervisor Larry Johnston, serves on the IMACA Board of Director's and suggested that I reach out to your Board about the services we provide and issues we face. The recently published FY 2018 (10-1-17 to 9-30-18) Administration Budget calls for the elimination of funding for the **Community Services Block Grant – CSBG** and the **Low Income Home Energy Assistance Program - LIHEAP** and many other programs. This would eliminate about \$900,000, 30 % of the current funding for IMACA. This loss in direct funding would eliminate Direct Services to over 1,000 people and damage agency stability.

The loss of CSBG would remove the legislative authority for Community Action Agencies. The core CSBG allocation of \$257,253 - enables IMACA to leverage 12 times that amount from other sources and support the delivery of food to the remote communities of Inyo Mono, some 40 or more miles from a grocery store. Loss of LIHEAP would eliminate utility assistance payments for wood, propane and electricity - for 481 families and 881 people (numbers served in 2016) and the weatherization – windows, insulation, HVAC upgrades - of 30 homes scheduled for 2017. These programs have obtained by-partisan support from Congress for decades.

We appreciate the opportunity to make you aware of potential impacts to Mono County residents related to these potential funding cuts. A 2016 Annual Report which summarizes 2016 activities is attached.

2016 Annual Report

Summary of Services provided and agency activities 1-1-16 to 12-31-16

Inyo Mono Advocates for Community Action, Inc

Main Admin Office; 137 East South Street, Bishop, CA; 760-873-8557; Head Start Office, 180 East Clarke Street, Bishop, CA, 760-873-3001; Mammoth Lakes Office, 625 Old Mammoth Road, Mammoth Lakes, CA 760-934-3343. Email info@imaca.net Website www.imaca.net

Inyo Mono Advocates for Community Action (IMACA) was incorporated in June 1980 as a 501 (c) (3) limited purpose agency and in 1981 was officially designated by Congress as the Community Action Agency to serve Inyo and Mono Counties. IMACA has been in continuous operation for 35 years offering services to assist families address issues related to poverty.

In 2016 - January 1 to December 31 - IMACA programs provided assistance to 1,364 Inyo and Mono County families – 2,956 people.

Summary of services provided in 2016

Head Start and State Preschools - IMACA operates five, center-based Head Start/State preschools in **Lone Pine, Bishop (2), Mammoth Lakes, Lee Vining** and a State Preschool only center in **Coleville, CA**. Each School has lead and assistant teachers and provides meals and snacks. In 2016, 174 three and four year old children participated in the preschools working to achieve school readiness goals. 406 other family members benefitted from parent education and counseling, health and dental screenings for the students, family advocacy and childcare allowing them to work. 4 Head Start centers were honored with high quality ratings and received \$14,000 for enhanced teacher education through a quality improvement system supervised by the ICSOS office. Teachers and staff completed over 1,200 hours of training. Childcare admin staff partnered with local businesses and volunteers to provide a Christmas Wish Tree program which delivered Christmas gifts to 220 families.

Homelessness Services and Affordable Housing Management - In recent years, IMACA helped obtain Federal-recognition by HUD for the local Continuum of Care (CoC) for the Homeless. This makes Inyo, Mono and Alpine Counties eligible to receive annual funding to provide services to individuals facing homelessness. In 2016, IMACA helped provide rapid re-housing, emergency shelter, homeless prevention or permanent housing services to 162 individuals in 98 families supported by funding through the Emergency Solutions Grant - HCD, the Community Services Block Grant and the Sierra Health Foundation. Case management services provided with the housing assistance resulted in 8 individuals becoming employed and 19 receiving access to dental services provided by a local dentist.

IMACA also manages Valley Apartments – a 19-unit Senior Housing facility in Bishop, and Glass Mountain Apartments - a 25-unit family housing project, in Mammoth Lakes. During 2016, IMACA worked with the City of Bishop to make funds available to initiate repairs and maintenance to Valley Apartments in 2017.

*Through homeless and housing services provided by IMACA, 82 families with 136 people - including 4 homeless veterans - obtained and maintained **permanent** housing in 2016.*

Low-income Home Energy Assistance and Home Weatherization programs; In 2016, IMACA provided energy and utility assistance to 303 families in Inyo County and 178 in Mono County including wood, pellets, propane and electricity – to assure that 881 people maintained heating, cooling and utility services. Agency participated in events to educate people about energy savings, wise use and programs available through utility companies.

Staff negotiated with State and the Orange County CAA to re-establish Home Weatherization services in Inyo and Mono County by hiring and training staff capable of providing services locally upon completion of training. Through the partnership with OC, weatherization and energy efficiency upgrades will be provided in more than 35 homes in Inyo and Mono County in 2017.

Child Care Council, Childcare Alternate payment program, Childcare Resource and Referral programs in Mono County. In 2016 Mammoth-based IMACA staff managed programs which provided: 1.) childcare payment support to 83 people in 28 families, 2.) education and recognition to 23 family and institutional childcare providers, 1,788 information and assistance contacts to scores of families and financial support to 9 childcare businesses. IMACA also staffs the Mono County Child Care Council which assesses, promotes, plans and provides funding to organizations to improve County-wide access to high quality child care. MCCCC sponsored dental access programs, summer youth activities, child care training and recognition activities. MCCCC initiated an assessment of childcare resources and needs in Mono County which will be published in 2017.

Food distribution and food security programs – 1,931 people received over 275,000 pounds of food in 2016 through weekly pantries in Bishop, Lone Pine and Mammoth Lakes and monthly or bi-monthly distributions throughout Inyo Mono in 13 communities from Topaz to Tecopa Hot Springs. IMACA partners with the Food Bank of Northern Nevada – FBNN, USDA, and Von’s as well as school and employee organized food drive efforts at NIH, Caltrans, the Post Office, Boy Scouts and other groups to obtain additional food. In 2016, IMACA food programs received essential financial support from the Berger North Foundation, the Donald M. Slager Sunset Foundation, the Margaret Pillsbury Foundation and several large and small private donors. Holiday food distributions were coordinated with the Salvation Army.

Food Volunteers - It would have been impossible to distribute this food without the help of Lead Volunteers in communities throughout Inyo Mono – *Debbie Harrison & Mary Dahoff - Walker/Coleville; Lou Hill-Bridgeport; Cheryl Nelson, Shirley Strazdins & Linda Dore – Lee Vining; Emilio Gonzales & Josephina Martinez – June Lake; Carolyn Balliet - Mammoth Lakes; Rick Williams & Dave Barrett – Benton; Cheri Stewart, Ellen Landaker & Cynthia Crain – Bishop; Rick Fields – Big Pine; Janice Pederson-Independence; Will Wadelton, Glen and Rebecca Dougherty & the Spry brothers - Lone Pine; Bonnie Frye – Cartago, Connie Strom and Shirley Steele-Darwin; Mark Hamlin and Toni Lizzia – Tecopa Hot Springs.*

Alpine County Food Program – In 2016, IMACA became the Non-profit sponsor of the Alpine County Health and Human Services Department food distribution program, which enabled them to become a partner with the Food Bank of Northern Nevada – FBNN. This makes it possible for Alpine to expand food assistance services to residents year round. 105 Alpine families with 270 people were served in by this partnership in 2016.

Additional Community Impact –

In addition to services provided, IMACA has a significant economic impact in the area – providing 33 full time benefitted jobs, 16 part time jobs and work for several Contractors in Inyo and Mono Counties. These employees teach in 6 preschools, provide childcare assistance, enable families to access IMACA's services and work cooperatively with other agencies. In addition, IMACA engages in significant commercial relationships with dozens of local vendors and businesses.

IMACA is primarily funded by Federal and State grant programs through Health and Human Services-Administration for Children and Families-Head Start and HUD; the California Departments of: Community Services and Development; Education; Housing and Community Development; and Social Services. In addition to the foundations and donors mentioned above, IMACA also receives significant funding or support from the Inyo County Superintendent of Schools, Mono County Office of Education, County of Mono, Town of Mammoth Lakes, and City of Bishop, local media, local businesses, churches, service clubs, employee groups and 2,990 hours of documented volunteer time. For more information about IMACA programs and for an opportunity to donate, please visit: www.imaca.net or contact the agency at info@imaca.net.

IMACA's mission is "To empower low-income people to advocate for their needs and to find and maintain a healthy lifestyle by breaking the cycle of poverty."



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 13, 2017

Departments: Community Development, et al.

TIME REQUIRED 2 hours - 2:00 p.m.

**PERSONS
APPEARING
BEFORE THE
BOARD**

Wendy Sugimura, Michael Draper,
Nate Reade, Christian Milovich

SUBJECT Cannabis Workshop

AGENDA DESCRIPTION:

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

Presentations from various departments will be given on the current state of cannabis-related affairs, including legislative and regulatory overviews as well as a preliminary land use framework for cannabis activities from Community Development.

RECOMMENDED ACTION:

Receive presentations from various departments on the current state of cannabis-related affairs, including legislative and regulatory overviews as well as a draft local regulatory scheme from Community Development. Provide any desired direction to staff.

FISCAL IMPACT:

None at this time.

CONTACT NAME: Christian Miovich

PHONE/EMAIL: 760-924-1706 / cmilovich@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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Staff Report
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Cultivation Update PP

History

Time

Who

Approval

6/8/2017 3:00 PM	County Administrative Office	Yes
6/8/2017 11:00 AM	County Counsel	Yes
6/8/2017 7:11 AM	Finance	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

June 13, 2017

To: Honorable Board of Supervisors
From: Mono County Cannabis Joint Committee
Re: Cannabis Workshop

Recommendation:

Receive presentations from various departments on the current state of cannabis-related affairs, including legislative and regulatory overviews as well as a preliminary land use framework for cannabis activities from Community Development. Provide any desired direction to staff.

Fiscal Impact

Other than staff time to develop programs, policies, etc., fiscal impacts are unknown at this time.

Discussion

Legislative and Regulatory Overview:

As your board may be aware, the State, through its various regulatory agencies, released draft regulations for the testing, growing and manufacturing of medical cannabis. The 45-day public-comment phase has just ended for these draft regulations and though they are not yet finalized, they are a good indicator of what we can expect moving forward. A different set of rules for recreational marijuana is expected in the coming months.

In the meantime, however, Governor Jerry Brown released the “Cannabis Regulation Trailer Bill,” (trailer bill) – the implementing language of the California State Budget Bill. The trailer bill is designed to align the Adult Use of Marijuana Act (Proposition 64 or AUMA) with Proposition 215 (Compassionate Use Act) and the Medical Cannabis Regulation and Safety Act (MCRSA). The trailer bill language suggests significant changes to existing law by repealing sections of MCRSA, amending sections of AUMA and adding new policy language to create one regulatory structure for medical and nonmedical cannabis use and commercial cannabis activities.

As a practical matter, the concept of aligning MCRSA and Proposition 64 to establish a single regulatory structure is desirable given the inconsistencies and confusion that will likely arise from having two distinct legal models. However, many state and local agencies are not satisfied with the current trailer bill language because in using Proposition 64 as its foundation, it repeals crucial sections of the MCRSA, thereby potentially undermining local control and enforcement over cannabis businesses. Various agencies have submitted comments and requests for revisions in response to the bill and it is anticipated that revised language will be released and/or the bill will be adopted sometime between June 12th and 27th.

If the trailer bill passes, the draft regulations released in the spring will be withdrawn and a new, re-tooled, set of regulations for medical and nonmedical cannabis use and commercial cannabis activities will be proposed. It is anticipated that these new regulations would be released in July or August. Despite the likely withdrawal and revision of the draft regulations, many of their provisions will carry over to the new regulations if the trailer bill passes. Because of this, staff will provide brief summaries of the most important aspects of the regulations for **cultivation** (issued by the California Department of Food and Agriculture), **distribution, transportation and dispensing** (issued by the Bureau of Medical Cannabis Regulation) and **manufacturing** (issued by the California Department of Public Health). Regulations for Laboratory Testing have also been issued, but in the interest of time and because the establishment of testing labs in Mono County is unlikely, they will not be addressed during this workshop.

While the current events do little to help provide certainty or clarity on exactly how cannabis related activities will be regulated or how the interaction between state and local enforcement will manifest, what remains unchanged across all applicable laws and regulations is the discretion afforded to local governing bodies to regulate or ban (completely or in part) commercial cannabis activity. A third option remains for the Board to default to the state for regulation. So, while our “wait and see” status persists as it relates to the particulars of regulation, progress can be made by your Board in deciding on a direction for Mono County to take when it comes to commercial cannabis activities including cultivating, manufacturing, delivering and dispensing.

Proposed Local Regulatory Model:

In response to previous direction from the Board to proceed with preparing a local regulatory scheme, a preliminary land use framework for cannabis activities has been developed and provides a sense of how these activities fit into the existing regulatory structure. The analysis also takes into consideration state required distance buffers from schools, which may be expanded by local jurisdictions. If the Board desires additional (or fewer) regulatory measures in terms of land use, the regulations may be modified accordingly. At this time, a suggested approach is for all cannabis activities to be subject to a Use Permit to allow for conditions tailored to site and activity-specific conditions, and as the regulatory landscape continues to change. A combination of general plan policies, regulations, and Use Permit conditions may address, among other issues, business operations*, security*, screening, visuals, nuisance issues, and/or other issues as needed.

*State regulations establish minimum requirements

In addition to a preliminary land use framework, Community Development will also present an overview of enforcement procedures and building code requirements, to the extent they are known, in order to provide the Board with a comprehensive picture of land use regulations.



Public Health Mōno-Gram

Richard O. Johnson, M.D., MPH

Public Health Officer

Office: (760) 924-1828

drrickjohn@gmail.com

24/7/365 Emergency Contact Number: (760) 914-0496

www.monohealth.com

Sandra Pearce, PHN

Acting Public Health Director

Office: (760) 924-1818

spearce@mono.ca.gov



Public Health
Prevent. Promote. Protect.

June 13, 2017

Board of Supervisors Cannabis Workshop

With the recent legalization of adult-use cannabis and the continuing commercialization of medical cannabis, California is entering a new era which holds the potential for both benefit and harm. As policy makers, subject matter experts, and leaders, it is incumbent on us to be deliberate and conscientious in designing a framework that protects the health of all of our residents and visitors.

What is known about the mental and physical effects of persistent cannabis use?

- Persistent cannabis use in adolescence is associated with significant neuropsychological decline.^{1,2,3,4,5} The earlier persistent use begins, the greater the damage.^{6,7} A regular user who begins in his teens will lose up to 8 IQ points by age 25 years.¹ This is not reversible.
- Cognitive impairment: diminished executive function, impaired short-term memory, decreased concentration, attention span, problem solving, processing speed, perceptual reasoning and verbal comprehension.^{1,8,9,10,11}
- Motor control: diminished coordination, judgement, reaction time, and tracking ability.^{12,13}
- Lung damage (COPD suggested,¹⁴ possibility of lung cancer - 70% more carcinogenic agents than tobacco, and marijuana smokers inhale more deeply and hold smoke in their lungs for longer periods of time).
- Limiting success: decreased high school completion and degree attainment, reduced income and overall life and relationship satisfaction, increased unemployment and dependence on social welfare,^{15,16} increased use of other illicit drugs and suicide attempts.¹⁷
- Use during pregnancy: decreased birth weight, tremors, high-pitched cries, delayed visual responses, problems with memory, problem solving skills, emotional and behavioral responses, focus and attention.^{18,19,20}

It has been well documented that the human brain continues to develop until 25 years of age. Puberty is a period of extensive brain development, and it is commonly agreed that persistent smoking of cannabis in the teen years is harmful to the developing brain. In addition, people appear to have a particular predilection for developing drug dependence during their first 25 years of life.

Public health believes that policy should be based on science and our responsibility to protect our citizens, especially our youth. At this point in time, we do not know what the final State regulations will be, but we will have the opportunity to add additional safeguards through county ordinance with these goals in mind. We suggest consideration of the following:

Mono County - Healthy People, Healthy Communities

Mono County Health Department P.O. Box 3329 Mammoth Lakes CA 93546

Mono County Board of Supervisors: Phone (760) 932-5215

District 1: Larry Johnston, District 2: Fred Stump, District 3: Bob Gardner,

District 4: John Peters, District 5: Stacy Corless, CAO: Leslie Chapman

DISPENSARIES:

1. Licensee is responsible for all actions of employees. All employees should be over the age of 21. No one under 21 allowed on the premises (unless 18 or older with prescription for medical cannabis; parent/guardian can pick-up for minors with medical cannabis).
2. Do not allow dispensary to operate as a food retailer – no restaurant, coffee shop at or co-located with dispensary. No use of property for events with children/youth. Any modification of permit requires approval in advance.
3. No free samples, or deep discounting (buy one, get one), no sample giveaways or tastings or discounting strategies or happy hours or parties onsite.
4. Require a physical location that can be inspected – no on-line only business. Require 24/7 video surveillance with 30 day retention.
5. Shorter hours of operation (consistent with TOML dispensary hours of operation)
6. Display shall not be visible from outside of the premises.
7. Only employees can be in a delivery vehicle (must be unmarked). All deliveries must be in person, no contractors. All deliveries must be ordered in advance (prior to delivery employee leaving the licensed premise), cannot take orders while on delivery – no mobile dispensaries.

PUBLIC CONSUMPTION:

8. Off-site activities and sales prohibited, no sales or other distribution/sampling/tasting/use, including, but not limited to festivals, private events (fundraisers), fairs, gyms, symposiums, spas, classes, workshops, farmers' markets, food trucks, etc.
9. No use in public places for all forms of consumption (smoking, vaping, dabbing, edibles), including but not limited to resorts, spas, sporting or music events and venues, local, state, or national parks, campsites, playgrounds, sidewalks and roads, streets, highways, cannabis retail businesses (no on-site consumption), e-cig vape only shops, tobacco retail stores, bars, restaurants, outdoor cafes, concerts, common areas in hotels, condos or apartments, schools, churches, hospitals, public transportation facilities (bus stops/shelters), inside cars or other vehicles.

LABELING, PACKAGING & ADVERTISING:

10. Dispensary cannot package or label.
11. All cannabis-containing products (medicinal and recreational) should display a warning label that includes the statement "Should not be used by those who are pregnant, breastfeeding, or could potentially become pregnant".
12. There is a need to define what is potentially appealing to children regarding edibles – including beverages (allowable product types, packaging, logos, labeling). All edibles require a stamp indicating serving size.
13. To ensure safety, packaging/labeling: include a THC symbol (ELC and others may not know what THC is), prohibit packaging that resembles traditionally available food packages, must be resealable, must be in opaque packages (reduces accidental poisonings).
14. Prohibit advertising on all vehicles (buses, delivery vehicles, etc.), billboards, murals, etc.

OTHER CONSIDERATIONS:

15. Since cannabis is not a food or drug, but the potential for overdose/poisoning/unintentional ingestion (children) exists, who investigates complaints/reports from the public or healthcare providers (EMS, clinic, ED, hospital)? Should it be Public Health, Environmental Health, Agricultural Commissioner, etc.? Process needs to be spelled out, as the responsibility is local.

16. The area of inspections/compliance enforcement must be strengthened. The state is suggesting they will do annually. If they do not, who determines/does inspections locally (PH, EH, Ag, etc.?) Who pays?
17. The issue of setbacks/distances from school sites, property boundaries, daycare, pre-school, parks, playgrounds, churches, hospitals, etc., for dispensaries, advertising, and smoking distance needs to be considered – 600 or 1000 feet – pros (protecting youth), con (accessibility and economic viability). The use or consumption of medical cannabis is only prohibited where tobacco smoking is prohibited, near schools or youth centers (1,000 feet), while operating vehicles, or on school buses. Prop 64 specifically prohibits use in any public place (except it allows local jurisdictions to allow use on the premises of a licensed retailer or microbusiness if access to where use is allowed is restricted to those over 21, consumption is not visible to the public, and sale or consumption of alcohol or tobacco is not allowed on the premises), in any place where smoking of tobacco is prohibited, use within 1,000 feet of a school, daycare center, or youth center while children are present (or possess/use on these same premises), while operating a vehicle, boat, aircraft, or other vehicles used for transport or as a passenger of these vessels (local gov't can allow if same rules apply above).

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Cannabis Cultivation Update



Draft Medical Cultivation Regulations

- Released April 28
- Defines a number of important things, including:
 - “Canopy”
 - “Indoor”
 - “Outdoor”
- Outlines Cultivation Site Requirements
 - Cultivation Plan
 - Standards of Cleanliness
 - Propagation and Processing Requirements
 - Environmental Protection Measures
 - And more...
- Records and Reporting Requirements



Draft Medical Cultivation Regulations

- Track and Trace
- Inspections, Investigations, and Audits
 - Site inspections prior to license issuance
 - Site inspections to ensure Cultivation Plan is being followed
 - Audit and inspect records
 - Inspect incoming or outgoing cannabis shipments as well as manufactured products
 - Conduct investigations when concerns arise about compliance
 - Includes “inspection, investigation or audit of licensed premises by state *or local* government officials”...
- Outlines enforcement actions and process



Draft Medical Cultivation Regulations

- CAC's are concerned about:
 - proposed regulations surrounding pesticide use, storage, and enforcement
 - Nursery cleanliness standards and pest definitions
 - Package labeling requirements
 - Weighmaster concerns
 - Funding

CACASA Comment Letter sent 6/2/2017



Trailer Bill and Cultivation

- Attempts to reconcile the differences between medical and recreational cannabis laws
 - Keeps Track and Trace with CDFA
 - Aligns license types
 - Type 3 will still be limited
 - Type 5 will still exist and will be issued in 2023
 - Establishes cannabis Appellations, to be created by CDFA by 2020
 - Requires Microbusiness licenses to be reviewed by all permit issuing state agencies instead of just BMMR
 - Requires CDFA to restart regulation development process
 - CDFA would likely use current draft regulations as a foundation
 - Regulations would likely need to follow emergency regulation process
 - Licenses would likely not be issued on January 1, 2018



Proposed CDFA Cannabis Cultivation License Types and Fees

Outdoor (no artificial light)	Indoor (only artificial light)	Mixed-Light (natural and artificial light)
Specialty Cottage Outdoor <i>Up to 25 mature plants</i> \$65 \$595	Specialty Cottage Indoor <i>Up to 500 sq. ft.</i> \$100 \$900	Specialty Cottage Mixed-Light <i>Up to 2,500 sq. ft.</i> \$285 \$2,560
Specialty Outdoor <i>Less than or equal to 5,000 sq. ft. or up to 50 mature plants</i> \$130 \$1,185	Specialty Indoor <i>Between 501 and 5,000 sq. ft.</i> \$1,070 \$9,620	Specialty Mixed-Light <i>Between 2,501 and 5,000 sq. ft.</i> \$555 \$4,980
Small Outdoor <i>5,001 to 10,000 sq. ft.</i> \$265 \$2,370	Small Indoor <i>5,001 to 10,000 sq. ft.</i> \$1,935 \$17,430	Small Mixed-Light <i>5,001 to 10,000 sq. ft.</i> \$1,105 \$9,960
Medium Outdoor <i>10,001 sq. ft. to 1 acre</i> \$765 \$6,890	Medium Indoor <i>10,001 to 22,000 sq. ft.</i> \$4,260 \$38,350	Medium Mixed-Light <i>10,001 to 22,000 sq. ft.</i> \$2,435 \$21,915
Nursery <i>No size limits</i> \$60 \$560		
Processor - Trimming, Drying, Curing, Grading, or Packaging \$310 \$2,790		

[Blue indicates application fees](#)

[Red indicates annual fees](#)

Cannabis Cultivation License Types/Fees (Other County Examples)

- Mendocino:
 - \$1,470 Application Fee, \$675 to \$1,695 Permit Fee, \$82.91 per hour Agricultural Inspection Fee, \$111.10 per hour W&M Inspection Fee
 - About \$4,000 year 1, probably less than \$1,000 each year thereafter for one acre of cannabis cultivation
- Yolo:
 - \$1,500 Application Fee, \$7,600 Initial Permit Fee, \$1.60 to \$2.48 per sq. ft. inspection fee, \$142 per hour enforcement fee
 - About \$117,000 year 1, and \$108,000 each *growing cycle* thereafter for one acre of cannabis cultivation



State Licensing Requirements?

- Name, address, phone number;
- List of other cannabis licenses held by the applicant;
- Primary contact person and designated responsible party (with government issued ID);
- All business formation documents, articles of corporation, partnership agreement, etc.;
- A license, permit, or other authorization issued by the local agency within the jurisdiction in which the business is proposing to operate with a certification that the applicant is in, or will be, in compliance with all local ordinances and regulations including the General Plan, zoning ordinances, building code standards, noise ordinances, and land use plans;
- Evidence that the local permit, license or other authorization to cultivate cannabis was used in conformance with the California Environmental Quality Act (CEQA);
- Complete list of every owner of the applicant entity including SSNs, ownership percentage, financial interest in any other California cannabis business, detailed list of prior convictions, incarceration, parole, or probation;
- Copy of DOJ fingerprinting application;
- Information on anyone with community property interest;



State Licensing Requirements?

- Evidence that the applicant has legal right to occupy property;
- Evidence that the proposed cultivation location is at least a 600-foot radius from a school;
- A valid seller's permit number issued by the CA State Board of Equalization (or at least an attestation that application is pending);
- Evidence that a surety bond has been obtained;
- Evidence that the applicant has conducted a hazardous materials record search of the EnvironStor

database for the proposed premises. If hazardous sites were encountered, the applicant shall provide documentation of protocols implemented to protect employee health & safety;



State Licensing Requirements?

- Cultivation Plan including:
 - Diagram of the premises that includes:
 - Boundaries of the property and the proposed premises to be licensed, showing all boundaries, dimensions, entrances and exits, interior partitions, walls, rooms, windows, and common or shared entryways. The diagram shall show that the areas in which all commercial cannabis activities will take place, including but not limited to areas listed in the Cultivation plan.
 - Assessor's parcel number
 - Canopy areas for mature plants
 - Propagation areas
 - Designated pesticide and agricultural chemical storage areas
 - Designated areas for storing cannabis for destruction
 - Designated areas for processing
 - Designated areas for packing
 - Designated areas for composting
 - Designated refuse areas
 - Designated cannabis crop storage areas
 - Water storage location and source information
 - Lighting diagram including location of lights and maximum wattage of each light
 - Pest management plan including name and active ingredients for each pesticide and IPM protocols
 - Cannabis waste management plan including how, when and where waste will be disposed, how waste will be secured, a method to record how much waste was disposed of, and a method to convert cannabis waste to an unrecognizable product containing 50% or more non-cannabis material.



State Licensing Requirements?

- The proposed location for retention of records;
- Valid CDFW 1602 permit, if required;
- Identification of at least one of the following water sources for cultivation activities and the applicable supplemental information for each source as specified in 8109:
 - A retail water supplier
 - A groundwater well
 - A rainwater catchment system
 - A diversion from a surface waterbody or an underground stream flowing in a known and definite channel; or
 - A diversion from a surface waterbody or an underground stream flowing in a known and definite channel claiming an exception from the requirements to file a statement of diversion and use
- Evidence of permits issued by the applicable Regional Water Quality Control Board or State Water Resources Control Board for quality protection or written verification from the appropriate Board that the permit is not necessary.



State Licensing Requirements?

- Applicants for indoor license types shall provide the power sources for cultivation activities, including but not limited to illumination, heating, cooling, and ventilation as well as make an attestation that that the local fire department has been notified of the cultivation site;
- The applicant must attest that no owner is a licensed retailer of alcohol;
- And more...



County Licensing Requirements?

- If we choose to regulate, we can request many things, some examples include:
 - Security?
 - Growing practices?
 - Pesticide use?
 - Water use and conservation?
 - Waste considerations?
 - Odor control?
 - Fertilizer use?
 - Native species conservation practices?
 - Pollinator protection
 - ???

Mendocino County's application packet is 80 pages!



Questions?

