



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 February 14, 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 the Clerk of the Board at (760) 932-5534. Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting (See 42 USCS 12132, 28CFR 35.130).

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

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

9:00 AM Call meeting to Order

Pledge of Allegiance

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

2. **APPROVAL OF MINUTES - NONE**

3. **RECOGNITIONS - NONE**

4. **BOARD MEMBER REPORTS**

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

5. **COUNTY ADMINISTRATIVE OFFICE**

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

6. **DEPARTMENT/COMMISSION REPORTS**

7. **CONSENT AGENDA**

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

A. Mono County Child Care Council Certification Statement Regarding Composition of Local Planning Council Membership

Departments: Clerk of the Board

The Board of Supervisors and Superintendent of Schools make the appointments of the Council Members to the Mono County Child Care Council. The submission of the Certification is required annually by the California Department of Education. The Certification Statement Regarding Composition of LPC Membership certifies that the membership criteria as established under the Education Code, Section 8499.3, are met. This item has been sponsored by Supervisor Corless.

Recommended Action: Approve the Membership Certification for the Mono County Child Care Council and authorize the Board Chair to sign the Certification.

Fiscal Impact: None.

B. 2017-2018 Off-Highway Vehicle Grant Board Resolution

Departments: Mono County Sheriff's Office

Proposed resolution 2017-2018 Off-Highway Vehicle Grant Board Resolution.

Recommended Action: Adopt Resolution #17-__ approving the application for State Off-Highway Vehicle Grant FY 2017-2018.

Fiscal Impact: Grant will not exceed \$120,000.00 and there is a 25% match to the grant.

C. California Emergency Management Agency Fiscal Year 2017-2018 Emergency Management Performance Grant Program Board Resolution

Departments: Mono County Sheriff's Office

Proposed resolution California Emergency Management Agency Fiscal Year 2017-2018 Emergency Management Performance Grant Program Board Resolution.

Recommended Action: Adopt Resolution #17-__ authorizing Mono County's participation in the FY 2017-2018 Emergency Management Performance Grant (EMPG) Program and designating the Sheriff-Coroner, Emergency Services Coordinator, and the Sheriff's Finance Officer as authorized agents to sign for and administer the EMPG Grant.

Fiscal Impact: This resolution will assist with meeting the grant guidance for participation in the Emergency Management Performance Grant Program Fiscal Year 2017-2018. When the grant is awarded, the award will not exceed \$150,000. There is a 100% match requirement for this grant.

D. Office of Homeland Security Fiscal Year 2017-2018 Homeland Security Grant Program Board Resolution

Departments: Mono County Sheriff's Office

Proposed resolution Office of Homeland Security Fiscal Year 2017-2018 Homeland Security Grant Program Board Resolution.

Recommended Action: Adopt Resolution #17-__ authorizing participation in the Office of Homeland Security FY 2017-2018 Homeland Security Grant Program and designating the Sheriff-Coroner, Emergency Services Coordinator, and the Sheriff's Finance Officer as authorized agents to sign for and administer the Homeland Security Grant.

Fiscal Impact: The resolution will assist with meeting the grant guidance for participation in the Homeland Security Grant Program Fiscal Year 2017-2018. When the grant is awarded, the award will not exceed \$150,000. There is no match requirement to this grant.

E. 2017-2018 Department Of Alcoholic Beverage Grant Assistance Program

Departments: Mono County Sheriff's Department

Proposed resolution 2017-2018 Department Of Alcoholic Beverage Grant Assistance Program.

Recommended Action: Approve Resolution #17-__ authorizing Mono County's participation in the FY 2017-2018 Department of Alcoholic Beverage Control (ABC) Grant Assistance Program and designating the Sheriff-Coroner, Emergency Services Coordinator, and the Sheriff's Finance Officer as authorized agents to sign for and administer the ABC Grant.

Fiscal Impact: Grant will not exceed \$150,000.00.

F. Ordinance Delegating Investment Authority to the County Treasurer

Departments: Finance

Proposed ordinance delegating investment authority to the County Treasurer.

Recommended Action: Adopt proposed ordinance.

Fiscal Impact: None

8. CORRESPONDENCE RECEIVED

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

A. February 2017 Agriculture Report

Departments: Clerk of the Board

February 2017 report from the Inyo-Mono Agricultural Commissioner.

B. Joint County Affordable Care Act Letter

Departments: Social Services; Public Health; Behavioral Health

Joint letter from California county associations that outlines the effects of repeal of the Affordable Care Act without an adequate replacement.

C. Application for ABC License by Twin Lakes Resort

Departments: Clerk of the Board

Application for ABC License by Tim and Misti Sullivan, dba Twin Lakes Resort.

9. REGULAR AGENDA - MORNING

A. FOOTSTEPS2BRILLIANCE Presentation

Departments: CAO/Superintendent of Schools Adler

15 minutes (10 minute presentation; 5 minute discussion)

(Superintendent Stacey Adler) - Presentation by Superintendent Adler regarding Footsteps2Brilliance educational program.

Recommended Action: Hear presentation, provide comments and direct staff to include request for funding in the midyear budget review.

Fiscal Impact: None at this time.

B. South County Facility Comparative Analysis

Departments: Public Works, Finance

1 hour (20 minute presentation; 40 minute discussion)

(Tony Dublino, Janet Dutcher) - Presentation by Tony Dublino and Janet Dutcher

regarding options for a South County Facility in Mammoth Lakes.

Recommended Action: Receive presentation and consider the following: 1. Conclude negotiations with SCM and fully engage in development of a County facility on the McFlex property. Continue coordination on MOU and site planning with Town, develop agreements for Architecture/Engineering, initiate CEQA, secure financing. 2. Continue negotiations with SCM for direct purchase or lease-purchase and maintain progress on McFlex concept – continue coordination on MOU and site planning with Town, develop agreements for Architect/Engineering, and revisit direction on March 21st. 3. Revisit negotiations with SCM for Lease only and maintain progress on McFlex concept – continue coordination on MOU and site planning with Town, develop agreements for Architect/Engineering, and revisit direction on March 21st.

Fiscal Impact: None at this time.

C. Program Supplement Agreement for the Systemic Safety Analysis Report Project (SSARP)

Departments: Public Works - Engineering Division

10 minutes (5 minutes presentation, 5 minutes discussion)

(Garrett Higerd) - The SSARP will identify areas of safety concern on the Mono County maintained road network and will be used to improve the safety of the whole system by identifying the most effective future safety projects.

Recommended Action: Consider and potentially adopt proposed resolution "A Resolution of the Mono County Board of Supervisors, State of California, Approving Program Supplement Agreement No. 0091 Rev. 000 to Administering Agency-State Master Agreement No. 00187S for the Systemic Safety Analysis Report Project."

Fiscal Impact: Total project cost is \$50,000 to be paid by the State and Federal Projects Fund, of which \$45,000 will be reimbursed by the State. Engineering staff time will be used for a \$5,000 local match. Approval of the attached Resolution, along with execution of the Program Supplement, will authorize the State to disburse the appropriate funds necessary to reimburse the County for costs related to the Systemic Safety Analysis Report Project.

D. The Crowley Lake Skatepark

Departments: Public Works

10 minutes (5 minute presentation; 5 minute discussion)

(Peter Chapman) - Request Board approval to release the Crowley Lake Skatepark Project Manual soliciting requests for bids (RFB) from qualified firms.

Recommended Action: Approve release of the Crowley Lake Skatepark Project Manual RFB.

Fiscal Impact: None at this time.

E. Medi-Cal Inmate Program

Departments: Social Services

10 minutes (5 minute presentation; 5 minute discussion)

(Kathryn Peterson) - Proposed contract with Department of Health Care Services pertaining to the Medi-Cal County Inmate Program for FY 2016-17 and FY 2017-18.

Recommended Action: Approve County entry into proposed contracts and authorize the Board Chair to execute said contracts on behalf of the County. Authorize Board Chair to sign the MCIP Participation form to certify county interest in participation. Provide any desired direction to staff.

Fiscal Impact: Fees paid for administrative costs and claims payments associated with this program will be paid using County General Funds. Administrative costs are \$17.23 for FY 2016-17 and \$57.39 for SFY 2017-18. The Mono County non-federal share of Medi-Cal payments for MCIP services under this contract will not exceed \$30,000 in FY 2016-17 and \$120,000 in FY 2017-18.

F. Executive Order Regarding "Sanctuary Jurisdictions"/Cooperation with Federal Immigration Enforcement

Departments: CAO, Behavioral Health, Social Services, Sheriff

30 minutes (10 minute presentation; 20 minute discussion)

(Leslie Chapman, Ingrid Braun, Kathy Peterson, Robin Roberts, Lynda Salcido) - Discussion of President Trump's January 25, 2017, Executive Order restricting federal grant funding for "Sanctuary Jurisdictions" (defined in the Order as entities or officials which prohibit or restrict the sharing of immigration status information with federal authorities or which prohibit or restrict the maintenance of such information) as well as any other jurisdiction as determined by the Secretary of Homeland Security, and its potential impacts on and within Mono County.

Recommended Action: Hear presentation from staff and have discussion regarding President Trump's Executive Order. Provide direction to staff regarding possible County response, which may include, but need not be limited to: providing information to the public through staff letter, other community outreach, or formal Board Proclamation regarding the County's position and/or current law regarding cooperation with federal immigration enforcement efforts.

Fiscal Impact: Staff time to develop and distribute information.

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, and Dave Butters. 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 - Exposure to Litigation

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: One. Facts and circumstances: Conway Ranch Sheep Grazing.

C. Closed Session - Existing Litigation

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Desert Survivors, et al. v. United States Department of Interior, et al. (Case No. 3:16-cv-01165-JCS).

D. Closed Session - Existing Litigation

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Czeschin - appeal of administrative citation (Mono Superior Court No. CV170001).

THE AFTERNOON SESSION WILL RECONVENE NO EARLIER THAN 1:00 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. Response to Public Comment on Camp Antelope

Departments: CDD, Environmental Health, Public Works, County Counsel, Assessor

20 minutes (10 minute presentation; 10 minute discussion)

(Wendy Sugimura) - Presentation by Mono County departments regarding public

comments made on the Camp Antelope project in Walker.

Recommended Action: None - informational only.

Fiscal Impact: Staff time to research the project beyond routine permitting and inspections, and compile and develop the informational presentation.

B. Legislative Platform Final Review

Departments: CAO

15 minutes (10 minute presentation; 5 minute discussion)

(Leslie Chapman) - Final review and adoption of Mono County Legislative Platform

Recommended Action: Review changes to the Legislative Platform that were proposed at the February 7th Board meeting and adopt the 2017 platform. Direct staff to prepare and distribute the final document.

Fiscal Impact: Minimal printing costs are included in the CAO's budget.

ADJOURN



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

REGULAR AGENDA REQUEST

Print

MEETING DATE February 14, 2017

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Mono County Child Care Council
Certification Statement Regarding
Composition of Local Planning
Council Membership

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

The Board of Supervisors and Superintendent of Schools make the appointments of the Council Members to the Mono County Child Care Council. The submission of the Certification is required annually by the California Department of Education. The Certification Statement Regarding Composition of LPC Membership certifies that the membership criteria as established under the Education Code, Section 8499.3, are met. This item has been sponsored by Supervisor Corless.

RECOMMENDED ACTION:

Approve the Membership Certification for the Mono County Child Care Council and authorize the Board Chair to sign the Certification.

FISCAL IMPACT:

None.

CONTACT NAME: Helen Nunn

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Certification

History

Time	Who	Approval
2/8/2017 1:06 PM	County Administrative Office	Yes
2/4/2017 2:08 PM	County Counsel	Yes
2/8/2017 2:34 PM	Finance	Yes

Mono County Child Care Council



www.monocccc.org

625 Old Mammoth Road
P.O. Box 8571
Mammoth Lakes, CA 93546

Date: February 14, 2017

To: Honorable Board of Supervisors

From: Queenie Barnard, Mono County Child Care Council Coordinator

Subject: Mono County Child Care Council Certification Statement Regarding Composition of LPC Membership

Recommendation:

Approve the Membership Certification for the Mono County Child Care Council and Authorize the Board of Supervisors Chair to sign the Certification.

Background:

In 1997, under AB1542, the Council membership composition was established and legislative mandates were assigned to the Councils. The Certification Statement Regarding Composition of LPC Membership certifies that the membership criteria as established under the Education Code, Section 8499.3, are met.

Discussion:

The Board of Supervisors and Superintendent of Schools make the appointments of the Council Members to the Mono County Child Care Council. The submission of the Certification is required annually by the California Department of Education.

Fiscal Impact:

None

Attachments:

CD-3020 Certification Statement Regarding Composition of LPC Membership

CERTIFICATION STATEMENT
REGARDING COMPOSITION OF LPC MEMBERSHIP

Return to:

California Department of Education
 Child Development Division
 Local Planning Council Consultant
 1430 N. Street, Suite 3410
 Sacramento, CA 95814

Due Date:

Annually on January 20

Please complete all information requested below:

County Name:		County Coordinator Name and Telephone Number:	
Mono		Queenie Barnard 760-934-3343	
Membership Categories			
20% Consumers (Defined as a parent or person who receives, or who has received within the past 36 months, child care services.)			
Name of Representative	Address/Telephone Number	Appointment Date and Duration	
Dyanna Hernandez	3549 Topaz Ln Gardnerville, NV 89410 760-932-7311	1/1/17 2yrs	
Chanden Robasciotti	115353 US Hwy 395 Topaz, CA 96133 530-208-6472	1/1/16 2yrs	
20% Child Care providers (Defined as a person who provides child care services or represents persons who provide child care services.)			
Name of Representative	Address/Telephone Number	Appointment Date and Duration	
Debbie Teller	P.O. Box 353 Mammoth Lakes, CA 93546 760-934-4700	7/1/16 2yrs	
VACANT			
20% Public Agency Representative (Defined as a person who represents a city, county, or local education agency.)			
Name of Representative	Address/Telephone Number	Appointment Date and Duration	
Nancy Mahannah	P.O. Box 3329 Mammoth Lakes, CA 93546 760-924-4621	1/1/16 2yrs	
Molly DesBaillets	P.O. Box 130 Mammoth Lakes, CA 93546 760-924-7626	11/1/16 2yrs	

Membership Categories

20% Community Representative (Defined as a person who represents an agency or business that provides private funding for child care services, or who advocates for child care services through participation in civic or community-based organizations but is not a child care provider or CDE funded agency representative.)

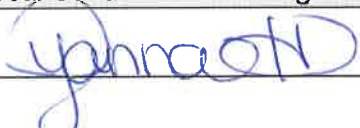
Name of Representative	Address/Telephone Number	Appointment Date and Duration
Salvador Montanez	P.O. Box 2619 Mammoth Lakes, CA 93546 760-924-1740	1/1/16 2yrs
Didi Tergesen	P.O. Box 130 Mammoth Lakes, CA 93546 760-924-7626	11/1/15 2yrs

20% Discretionary Appointees (Appointed from any of the above categories or outside of these categories at the discretion of the appointing agencies.)

Name of Representative	Address/Telephone Number	Appointment Date and Duration
Sandra Villalpando	P.O. Box 3813 Mammoth Lakes, CA 93546 760-924-1784	1/1/17 2yrs
Julie Winslow	P.O. Box 353 Mammoth Lakes, CA 93546 760-934-4700	1/1/16 2yrs

Authorized Signatures

We hereby verify as the authorized representatives of the county board of supervisors (CBS), the county superintendent of schools (CSS), and the Local Child Care and Development Planning Council (LPC) chairperson that as of January 12, 2017^(Date), the above identified individuals meet the council representation categories as mandated in AB 1542 (Chapter 270, Statutes 1997; California *Education Code* Section 8499.3). Further, the CBS, CSS, and LPC chairperson verify that a good faith effort has been made by the appointing agencies to ensure that the ethnic, racial, and geographic composition of the LPC is reflective of the population of the county.

Authorized Representative - County Board of Supervisors	Telephone Number	Date
Authorized Representative - County Superintendent of Schools	Telephone Number	Date
Local Child Care Planning Council Chairperson	Telephone Number	Date
	775 891 4251	1/12/17



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

REGULAR AGENDA REQUEST

Print

MEETING DATE February 14, 2017

Departments: Mono County Sheriff's Office

TIME REQUIRED

SUBJECT 2017-2018 Off-Highway Vehicle
Grant Board Resolution

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed resolution 2017-2018 Off-Highway Vehicle Grant Board Resolution.

RECOMMENDED ACTION:

Adopt Resolution #17-__ approving the application for State Off-Highway Vehicle Grant FY 2017-2018.

FISCAL IMPACT:

Grant will not exceed \$120,000.00 and there is a 25% match to the grant.

CONTACT NAME: Ingrid Braun

PHONE/EMAIL: 760-616-4580 / ibraun@monosheriff.org

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

SEND COPIES TO:
Sgt. Jeff Beard; Sheriff Ingrid Braun

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Resolution
<input type="checkbox"/> Staff Report

History

Time	Who	Approval
2/9/2017 12:59 PM	County Administrative Office	Yes

2/4/2017 3:00 PM

County Counsel

Yes

2/8/2017 3:39 PM

Finance

Yes

MONO COUNTY
SHERIFF
A Commitment to Community Safety and Service



Ingrid Braun
Sheriff-Coroner

MONO COUNTY SHERIFF'S OFFICE

Michael Moriarty
Undersheriff

DATE: February 14, 2017
TO: The Honorable Board of Supervisors
FROM: Ingrid Braun, Sheriff-Coroner
SUBJECT: Fiscal Year 2017-2018 California State Parks Off-Highway Vehicle Grant Program

RECOMMENDATION:

Approve Resolution 17-xx authorizing the Mono County Sheriff-Coroner, Mono County Sheriff's Office Emergency Services Coordinator, and/or the Mono County Sheriff's Office Finance Officer to apply for and administer the California State Parks Off-Highway Vehicle (OHV) Grant Program for Fiscal Year 2017-18. The OHV Grant will not exceed \$120,000.00.

DISCUSSION:

The OHV Law Enforcement Grant provides financial assistance to local and federal agencies for protection of life and property, including natural and cultural resources, related to OHV recreation and motorized access to non-motorized recreation. Eligible project costs include, but are not limited to: law enforcement patrol; material and supplies; equipment use; purchase of equipment; and training.

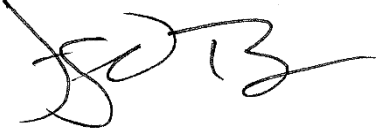
The California State Parks OHV Division has requested a governing body resolution for participation in the OHV Grant. The resolution should specifically identify the following personnel as grant administrators to administer and sign documents related to the OHV Grant:

Mono County Sheriff-Coroner
Mono County Sheriff's OHV Coordinator
Mono County Sheriff's Office Finance Officer

FINANCIAL IMPACT:

This resolution will assist with meeting the grant guidance for participation in the OHV Grant Program for Fiscal Year 2017-2018. When the grant is awarded, the award will not exceed \$120,000.00. There is a 25% match requirement.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'IB', with a long horizontal flourish extending to the right.

Ingrid Braun, Sheriff-Coroner



RESOLUTION NO. R17-___

A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS APPROVING THE APPLICATION FOR STATE OFF-HIGHWAY VEHICLE GRANT FY 2017-2018

WHEREAS, the people of the State of California have enacted the Off-Highway Motor Vehicle Recreation Act of 1988, which provides funds to the State of California and its political subdivisions for planning, acquiring, developing, conserving and maintaining off-highway vehicle recreation; and

WHEREAS, the Off-Highway Motor Vehicle Recreation Division within California Department of Parks and Recreation has been delegated the responsibility to administer the program; and

WHEREAS, this project appears on, or is in conformance with, this jurisdiction's adopted general or master plan and is compatible with the land use plans of those jurisdictions immediately surrounding the project;

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

1. Approves the filing of an application for an Off-Highway Vehicle Grant; and
2. Certifies that this agency understands its legal obligations to the State upon approval of the grant; and
3. Certifies that this agency understands the California Public Resources Code requirements and acquisition and development projects be maintained to specific conservation standards; and
4. Certifies that the project will be well maintained during its useful life; and
5. Certifies this agency will implement the project with diligence once funds are available and a Project Agreement has been consummated between the State and this agency; and
6. Certifies that this agency will provide matching the required matching funds(as applicable); and
7. Certifies that the public and adjacent property owners have been notified of this project (as applicable); and
8. Appoints Sheriff Ingrid Braun, Sergeant Jeff Beard, and Finance Officer Arleen Mills as agents of the Mono County Sheriff's Office to conduct all negotiations and execute and submit all required documents, including but not necessarily limited to, applications, agreements, amendments, payment request, etc., which may be necessary for the completion of the project.

PASSED AND ADOPTED this 14th day of February, 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



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE February 14, 2017

Departments: Mono County Sheriff's Office

TIME REQUIRED

SUBJECT California Emergency Management
Agency Fiscal Year 2017-2018
Emergency Management
Performance Grant Program Board
Resolution

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed resolution California Emergency Management Agency Fiscal Year 2017-2018 Emergency Management
Performance Grant Program Board Resolution.

RECOMMENDED ACTION:

Adopt Resolution #17-__ authorizing Mono County's participation in the FY 2017-2018 Emergency Management
Performance Grant (EMPG) Program and designating the Sheriff-Coroner, Emergency Services Coordinator, and the
Sheriff's Finance Officer as authorized agents to sign for and administer the EMPG Grant.

FISCAL IMPACT:

This resolution will assist with meeting the grant guidance for participation in the Emergency Management Performance
Grant Program Fiscal Year 2017-2018. When the grant is awarded, the award will not exceed \$150,000. There is a 100%
match requirement for this grant.

CONTACT NAME: Ingrid Braun

PHONE/EMAIL: 760-616-4580 / ibraun@monosheriff.org

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

SEND COPIES TO:
Sheriff Ingrid Braun

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

[Staff Report](#)

[Resolution](#)

History

Time	Who	Approval
2/9/2017 2:28 PM	County Administrative Office	Yes
2/7/2017 1:42 PM	County Counsel	Yes
2/8/2017 3:39 PM	Finance	Yes

MONO COUNTY
SHERIFF
A Commitment to Community Safety and Service



Ingrid Braun
Sheriff-Coroner

MONO COUNTY SHERIFF'S OFFICE

Michael Moriarty
Undersheriff

DATE: February 14, 2017
TO: The Honorable Board of Supervisors
FROM: Ingrid Braun, Sheriff-Coroner
SUBJECT: California Emergency Management Agency Fiscal Year 2017-2018 Emergency Management Performance Grant Program

RECOMMENDATION:

Approve Resolution 17-xx authorizing the Mono County Sheriff-Coroner, Mono County Sheriff's Office Emergency Services Coordinator, and/or the Mono County Sheriff's Office Finance Officer to apply for and administer the Emergency Management Performance Grant (EMPG) Program for Fiscal Year 2017-18. The grant will not exceed \$150,000.00.

DISCUSSION:

The EMPG Program plays an important role in the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness goal of a secure and resilient Nation. The EMPG Program's allowable costs support efforts to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas. The EMPG Program funds the Office of Emergency Services budget within the Sheriff's Office.

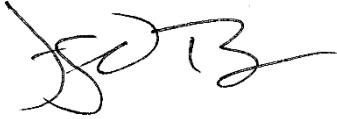
The California Emergency Management Agency has requested a governing body resolution for participation in the EMPG Program. The resolution should specifically identify the following personnel as grant administrators to administer and sign documents related to the EMPG Program:

Mono County Sheriff-Coroner
Mono County Sheriff's Office Emergency Management Coordinator
Mono County Sheriff's Office Finance Officer

FINANCIAL IMPACT:

This resolution will assist with meeting the grant guidance for participation in the EMPG Program for Fiscal Year 2017-2018. When the grant is awarded, the award will not exceed \$150,000.00. There is a 100% match requirement for this grant.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'IB', with a long horizontal flourish extending to the right.

Ingrid Braun
Sheriff-Coroner



RESOLUTION NO. R17-___

A resolution authorizing Mono County's participation in the FY 2017-2018 Emergency Management Performance Grant (EMPG) Program and designating the Sheriff-Coroner, Emergency Services Coordinator, and the Sheriff's Finance Officer as authorized agents to sign for and administer the EMPG Grant.

WHEREAS, Mono County, a political subdivision of the State of California, wishes to participate in the 2017-2018 Emergency Management Performance Grant Program and to authorize the Mono County Sheriff-Coroner to act as its agent to sign for and administer grants thereunder; and

NOW, THEREFORE BE IT RESOLVED BY THE MONO COUNTY BOARD OF SUPERVISORS that:

SECTION ONE: The County of Mono's participation in the 2017-18 Emergency Management Performance Grant (EMPG) Program is hereby authorized; and

SECTION TWO: The Mono County Sheriff-Coroner, Emergency Services Coordinator, and the Sheriff's Finance Officer are authorized to execute for and on behalf of Mono County any documents necessary for the purpose of obtaining and administering financial assistance provided by the Department of Homeland Security and sub-granted through the State of California and to act as the County's agents with respect thereto.

PASSED AND ADOPTED this 14th day of February, 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



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

REGULAR AGENDA REQUEST

Print

MEETING DATE February 14, 2017

Departments: Mono County Sheriff's Office

TIME REQUIRED

SUBJECT Office of Homeland Security Fiscal
Year 2017-2018 Homeland Security
Grant Program Board Resolution

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed resolution Office of Homeland Security Fiscal Year 2017-2018 Homeland Security Grant Program Board Resolution.

RECOMMENDED ACTION:

Adopt Resolution #17-__ authorizing participation in the Office of Homeland Security FY 2017-2018 Homeland Security Grant Program and designating the Sheriff-Coroner, Emergency Services Coordinator, and the Sheriff's Finance Officer as authorized agents to sign for and administer the Homeland Security Grant.

FISCAL IMPACT:

The resolution will assist with meeting the grant guidance for participation in the Homeland Security Grant Program Fiscal Year 2017-2018. When the grant is awarded, the award will not exceed \$150,000. There is no match requirement to this grant.

CONTACT NAME: Ingrid Braun

PHONE/EMAIL: 760-616-4580 / ibraun@monosheriff.org

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

SEND COPIES TO:
Sheriff Ingrid Braun

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Resolution

History

Time	Who	Approval
2/9/2017 2:12 PM	County Administrative Office	Yes
2/7/2017 1:43 PM	County Counsel	Yes
2/8/2017 3:36 PM	Finance	Yes

MONO COUNTY
SHERIFF
A Commitment to Community Safety and Service



Ingrid Braun
Sheriff-Coroner

MONO COUNTY SHERIFF'S OFFICE

Michael Moriarty
Undersheriff

DATE: February 14, 2017
TO: The Honorable Board of Supervisors
FROM: Ingrid Braun, Sheriff-Coroner
SUBJECT: Fiscal Year 2017-2018 California State Parks Off-Highway Vehicle Grant Program

RECOMMENDATION:

Approve Resolution 17-xx authorizing the Mono County Sheriff-Coroner, Mono County Sheriff's Office Emergency Services Coordinator, and/or the Mono County Sheriff's Office Finance Officer to apply for and administer the California State Parks Off-Highway Vehicle (OHV) Grant Program for Fiscal Year 2017-18. The OHV Grant will not exceed \$120,000.00.

DISCUSSION:

The OHV Law Enforcement Grant provides financial assistance to local and federal agencies for protection of life and property, including natural and cultural resources, related to OHV recreation and motorized access to non-motorized recreation. Eligible project costs include, but are not limited to: law enforcement patrol; material and supplies; equipment use; purchase of equipment; and training. Local matching dollars will be identified during the application process.

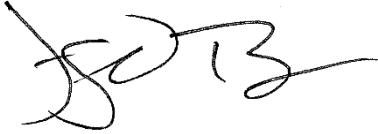
The California State Parks OHV Division has requested a governing body resolution for participation in the OHV Grant. The resolution should specifically identify the following personnel as grant administrators to administer and sign documents related to the OHV Grant:

Mono County Sheriff-Coroner
Mono County Sheriff's OHV Coordinator
Mono County Sheriff's Office Finance Officer

FINANCIAL IMPACT:

This resolution will assist with meeting the grant guidance for participation in the OHV Grant Program for Fiscal Year 2017-2018. When the grant is awarded, the award will not exceed \$120,000.00. There is a 25% match requirement.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'IB', with a long horizontal flourish extending to the right.

Ingrid Braun, Sheriff-Coroner



RESOLUTION NO. R17-___

**A resolution authorizing participation in the Office of Homeland Security
FY 2017-2018 Homeland Security Grant Program and designating the
Sheriff-Coroner, Emergency Services Coordinator, and the Sheriff's
Finance Officer as authorized agents to sign for and administer the
Homeland Security Grant.**

WHEREAS, Mono County, a political subdivision of the State of California, wishes to participate in the 2017-2018 Homeland Security Grant Program and to authorize the Mono County Sheriff-Coroner, Emergency Medical Services Coordinator, and the Sheriff's Finance Officer to act as its agents to sign for and administer grants thereunder; and

NOW, THEREFORE BE IT RESOLVED BY THE MONO COUNTY BOARD OF SUPERVISORS that:

SECTION ONE: The County of Mono's participation in the 2017-18 Homeland Security Grant Program is hereby authorized.

SECTION TWO: The Mono County Sheriff-Coroner, Emergency Services Coordinator, and the Sheriff's Finance Officer are authorized to execute for and on behalf of Mono County any documents necessary for the purpose of obtaining and administering financial assistance provided by Homeland Security Grant Program and to act as the County's agent with respect thereto.

PASSED AND ADOPTED this 14th day of February, 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



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE February 14, 2017

Departments: Mono County Sheriff's Department

TIME REQUIRED

SUBJECT 2017-2018 Department Of Alcoholic
Beverage Grant Assistance Program

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed resolution 2017-2018 Department Of Alcoholic Beverage Grant Assistance Program.

RECOMMENDED ACTION:

Approve Resolution #17-__ authorizing Mono County's participation in the FY 2017-2018 Department of Alcoholic Beverage Control (ABC) Grant Assistance Program and designating the Sheriff-Coroner, Emergency Services Coordinator, and the Sheriff's Finance Officer as authorized agents to sign for and administer the ABC Grant.

FISCAL IMPACT:

Grant will not exceed \$150,000.00.

CONTACT NAME: Ingrid Braun

PHONE/EMAIL: 760-616-4580 / ibraun@monosheriff.org

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

SEND COPIES TO:
Sheriff Ingrid Braun; Sgt. Seth Clark

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

[Resolution](#)

History

Time	Who	Approval
2/9/2017 2:13 PM	County Administrative Office	Yes
2/4/2017 2:09 PM	County Counsel	Yes
2/8/2017 2:13 PM	Finance	Yes

MONO COUNTY
SHERIFF
A Commitment to Community Safety and Service



Ingrid Braun
Sheriff-Coroner

MONO COUNTY SHERIFF'S OFFICE

Michael Moriarty
Undersheriff

DATE: February 14, 2017
TO: The Honorable Board of Supervisors
FROM: Ingrid Braun, Sheriff-Coroner
SUBJECT: Fiscal Year 2017-2018 California Department of Alcoholic Beverage Control Grant Assistance Program

RECOMMENDATION:

Approve Resolution 17-xx authorizing the Mono County Sheriff-Coroner, Mono County Sheriff's Office Emergency Services Coordinator, and/or the Mono County Sheriff's Office Finance Officer to apply for and administer the California Department of Alcoholic Beverage Control (ABC) Grant Assistance Program for Fiscal Year 2017-18. The grant will not exceed \$150,000.00.

DISCUSSION:

The mission of the Department of ABC Grant Assistance to Local Law Enforcement Program is to work with law enforcement agencies to develop an effective, comprehensive and strategic approach to eliminating the crime and public nuisance problems associated with problem alcoholic beverage outlets and then institutionalize those approaches within the local agency. If selected, this grant will enable the Sheriff's Office to expand its present efforts in addressing alcohol-related problems through a comprehensive ABC program that will encompass a wide range of strategies. Employees assigned to the project will work closely with ABC Agents and receive training in ABC law, alcohol enforcement strategies, and community resources.

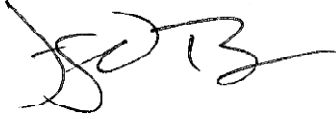
The Department of ABC has requested a governing body resolution for participation in the Department of ABC Grant Assistance Program. The resolution should specifically identify the following personnel as grant administrators to administer and sign documents related to the Department of ABC Grant:

Mono County Sheriff-Coroner
Mono County Sheriff's Office Emergency Management Coordinator
Mono County Sheriff's Office Finance Officer

FINANCIAL IMPACT:

This resolution will assist with meeting the grant guidance for participation in the Department of ABC Grant Assistance Program for Fiscal Year 2017-2018. When the grant is awarded, the award will not exceed \$150,000.00. There is no match requirement for this grant.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'IB' with a stylized flourish extending to the right.

Ingrid Braun
Sheriff-Coroner



RESOLUTION NO. R17-___

A resolution authorizing Mono County's participation in the FY 2017-2018 Department of Alcoholic Beverage Control (ABC) Grant Assistance Program and designating the Sheriff-Coroner, Emergency Services Coordinator, and the Sheriff's Finance Officer as authorized agents to sign for and administer the ABC Grant.

WHEREAS, Mono County, a political subdivision of the State of California, wishes to participate in the 2017-2018 Department of Alcoholic Beverage Grant Assistance Program and to authorize the Mono County Sheriff-Coroner to act as its agent to sign for and administer grants thereunder; and

NOW, THEREFORE BE IT RESOLVED BY THE MONO COUNTY BOARD OF SUPERVISORS that:

SECTION ONE: The County of Mono's participation in the 2017-18 Department of Alcoholic Beverage (ABC) Grant Assistance Program is hereby authorized; and

SECTION TWO: The Mono County Sheriff-Coroner, Emergency Services Coordinator, and the Sheriff's Finance Officer are authorized to execute for and on behalf of Mono County any documents necessary for the purpose of obtaining and administering financial assistance provided by the Department of Alcoholic Beverage Control and sub-granted through the State of California and to act as the County's agents with respect thereto.

PASSED AND ADOPTED this 14th day of February, 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



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE February 14, 2017

Departments: Finance

TIME REQUIRED

SUBJECT Ordinance Delegating Investment
Authority to the County Treasurer

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed ordinance delegating investment authority to the County Treasurer.

RECOMMENDED ACTION:

Adopt proposed ordinance.

FISCAL IMPACT:

None

CONTACT NAME: Gerald Frank

PHONE/EMAIL: 760-932-5483 / gfrank@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

History

Time	Who	Approval
2/9/2017 2:24 PM	County Administrative Office	Yes

2/8/2017 6:38 PM

County Counsel

Yes

2/8/2017 2:05 PM

Finance

Yes



DEPARTMENT OF FINANCE

COUNTY OF MONO

Gerald A. Frank
Assistant Finance Director
Treasurer-Tax Collector

Janet Dutcher, CPA, CGFM
Finance Director

Stephanie Butters
Assistant Finance Director
Auditor-Controller

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

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

Date: February 14, 2017

To: Honorable Board of Supervisors

From: Finance: Janet Dutcher, Gerald Frank

Subject:

Proposed Ordinance to Delegate Investment Authority to the Treasurer

Actions Requested:

1. Adopt proposed ordinance delegating investment authority to the County Treasurer.

Discussion:

Pursuant to Government Code §53607, "The authority of the legislative body to invest or to reinvest funds of a local agency, or to sell or exchange securities so purchased, may be delegated for a one-year period by the legislative body to the treasurer of the local agency, who shall thereafter assume full responsibility for those transactions until the delegation of authority is revoked or expires, and shall make a monthly report of those transactions to the legislative body. Subject to review, the legislative body may renew the delegation of authority pursuant to this section each year."

Pursuant to Government Code §27000.1, "Subject to Section 53607, the board of supervisors may, by ordinance, delegate to the county treasurer the authority to invest or reinvest the funds of the county and the funds of other depositors in the county treasury, pursuant to Chapter 4 (commencing with Section 53600) of Part 1 of Division 2 of Title 5. The county treasurer shall thereafter assume full responsibility for those transactions until the board of supervisors either revokes its delegation of authority, by ordinance, or decides not to renew the annual delegation, as provided in Section 53607. Nothing in this section shall limit the county treasurer's authority pursuant to Section 53635 or 53684.

Pursuant to Government Code §26980, Mono County has created the office of Director of Finance, which is consolidated with the office of County Treasurer (see Mono County Code Chapter 2.14). Accordingly, such delegation would in effect be to the Director of Finance, as County Treasurer.

Fiscal Impact:

None



1
2
3
4 **ORDINANCE NO. R17-**

5 **AN ORDINANCE OF THE MONO COUNTY**
6 **BOARD OF SUPERVISORS**
7 **DELEGATING INVESTMENT AUTHORITY**
8 **TO THE COUNTY TREASURER**

9 **WHEREAS**, Government Code Sections 53607 and 27000.1 authorize the Board of
10 Supervisors to delegate to the County Treasurer the authority to invest or reinvest the funds
11 of the County and the funds of other depositors in the County treasury (hereinafter
12 “investment powers”); and

13 **WHEREAS**, Pursuant to Government Code §26980, Mono County has created the
14 office of Director of Finance, which office is consolidated with the office of County Treasurer
15 (see Mono County Code Chapter 2.14); and

16 **WHEREAS**, accordingly, delegation of investment powers to the County Treasurer is a
17 delegation of those powers to the Director of Finance, as County Treasurer; and

18 **WHEREAS**, further, pursuant to Government Code section 24100 et seq., any deputy
19 of the Finance Director has all of the powers and duties of the Finance Director; and

20 **WHEREAS**, accordingly, any deputized Assistant Finance Director would have
21 investment powers if such powers were delegated to the Finance Director; and

22 **WHEREAS**, once delegated, such authority includes the ability of the County
23 Treasurer to contract with an investment manager further delegating discretionary authority to
24 invest funds on deposit with the Treasurer pursuant to 79 Ops. Cal. Atty. Gen. 88;

25 **WHEREAS**, the Board of Supervisors desires to renew the delegation of authority to
26 the County Treasurer under Government Code Sections 53607 and 27000.1.

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

SECTION ONE: Pursuant to Government Code Sections 53607 and 27000.1, the
authority to invest or reinvest funds of the County and the funds of other depositors in the
County treasury, is hereby delegated to the County Treasurer, who is the County Finance
Director.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE February 14, 2017

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT February 2017 Agriculture Report

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

February 2017 report from the Inyo-Mono Agricultural Commissioner.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Helen Nunn

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> Ag report</p>
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History

Time	Who	Approval
2/9/2017 5:09 AM	County Administrative Office	Yes
2/4/2017 1:36 PM	County Counsel	Yes
2/8/2017 2:01 PM	Finance	Yes



Monthly Update

Counties of Inyo and Mono Agricultural Commissioner's Office
February 2017

Agriculture

The new year started off right with a return of snowpack to the Sierra Range after multiple years of drought in California. The [LADWP weighted average of Owens Valley snow courses chart](#) shows 236% of normal for this time of the year. These conditions should certainly improve agriculture production throughout both counties in 2017. The official snow survey that is used to confirm this data will occur on February 1, so more to come shortly.

Flooding of agriculture lands with excess winter runoff is becoming an increasingly use strategy to recharge underground aquifers. Many crops, including alfalfa, have been shown to tolerate flooding for months at a time. A recent article on this practice can be found [here](#).

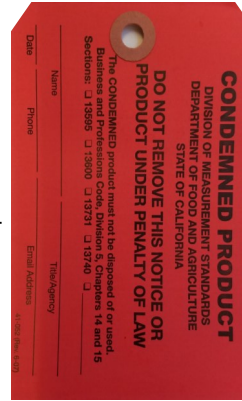
Crop report surveys will go out to 100+ farmers, ranchers and other agricultural producers in Inyo and Mono Counties this month. Our office appreciates the large percentage of producers that return these surveys each year. Information gleaned from the surveys will help in assembling our annual Crop and Livestock Report, which is usually released sometime in May.

USDA has announced [grant funding](#) to support local food producers. The Farmers Market Promotion Program is one program under this grant. USDA states, "The FMPP provides funds for direct farmer-to-consumer marketing projects such as farmers markets, community-supported agriculture programs, roadside stands, and agritourism. Over the past 10 years, the FMPP has awarded more than 870 grants totaling over \$58 million."

Weights & Measures

One of the often overlooked functions of the Weights & Measures Department that can become quite active in winter months is our Petroleum Quality Program. This program seeks to ensure that fuels sold in our two counties meet quality standards and are consistent with what is advertised. This can include confirming gasoline octane rating, ensuring that sediment and water do not contaminate fuels, and making sure that diesel fuel flash point is high enough to avoid early combustion.

Any of the above issues have potential to cause damage to a consumer's vehicle or liability to a station owner unaware that they have received substandard fuel from a delivery. More information on this program can be found at the [California Division of Measurement Standards website](#) and [here](#).



Credit card skimmers continue to be an issue at gas stations. A deadline has been extended three years on a rule that would have required chip readers on fuel dispensers. An article about this can be found [here](#). The recent skimmer survey, which Inyo and Mono participated in, continues to provide important insights into methods used by the thieves that install these skimmers. This information will help our local inspectors

Mosquito Abatement Program

Perhaps the only program lamenting recent precipitation events is our mosquito control program. Staff is looking back to previous wet years to predict where problems may occur and plan to mitigate what may be a year of massive mosquito hatches from Mammoth Lakes to Olancho. Two additional summer employees will be hired, bringing seasonal staff to five this year.

Effective public outreach will be critical if conditions become ideal for mosquito production this summer. After multiple drought years, many residents may be surprised to see even a few mosquitos. Staff is working on outreach materials now, including information on effective types of insect repellent and which times and conditions favor mosquito activity.

Staff have been in contact with LADWP discussing what options may be available to control water flows if they become excessive this year. Luckily, data exists from previous high-water years when similar strategies were employed to minimize mosquito hatches. Despite these efforts, if precipitation amounts remain near record this may be a year where the only effective strategy is to aggressively manage insect pressure on our population centers with health as our paramount concern.

We will continue to trap for exotic mosquitos this coming summer. Several studies indicate that *Aedes albopictus* could potentially invade our region, carrying several dangerous diseases with it. A very interesting map presentation created by ESRI on Zika includes a range map for this mosquito. This presentation can be found [here](#).

Eastern Sierra Weed Management

Securing funding for additional weed control projects, particularly in Mono County along both forks of the Walker River continues to be a high priority. Staff has recently had productive meetings with several state agencies including Caltrans, State Parks and the Department of Fish and Wildlife to discuss collaborative funding opportunities.

Staff sat down with biologists from the City of Los Angeles and the CA Department of Fish and Wildlife and to discuss invasive weed treatments in close proximity to rare plant communities, including plants found within the Middle Owens River Pepperweed Eradication project area. A combination of careful mapping, special treatment methods and close monitoring this upcoming field season will help ensure these rare plants thrive and are less threatened by aggressive invasive weeds.

In addition to the standard winter season duties including maintaining the equipment fleet, reviewing and analyzing weed population and pesticide usage data, and developing a work plan for the next field season, ESWMA staff has taken advantage of the off-season to seek important professional development credentials by testing to obtain licenses from the CA Department of Pesticide Regulation and the CA Department of Food and Agriculture.



ESWMA Winter ATV Maintenance

Important Dates:

February 2

Inyo Cannabis Task Force Meeting

February 13

Lincoln's Birthday
Office Closed

February 15

OVMAP 2017 Season Planning Meeting

February 16

Southern California Agricultural Commissioner and Sealer's Meeting

February 20

President's Day
Office Closed

February 25—March 3

California Agricultural Commissioner and Sealer's Association Washington DC Delegation





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

REGULAR AGENDA REQUEST

Print

MEETING DATE February 14, 2017

Departments: Social Services; Public Health; Behavioral Health

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

SUBJECT Joint County Affordable Care Act
Letter

AGENDA DESCRIPTION:

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

Joint letter from California county associations that outlines the effects of repeal of the Affordable Care Act without an adequate replacement.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Kathryn Peterson

PHONE/EMAIL: 7609376518 / Kathryn Peterson

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Joint letter on ACA
<input type="checkbox"/> Medi-Cal Enrollment as of July 2016

History

Time	Who	Approval
2/9/2017 2:30 PM	County Administrative Office	Yes

2/4/2017 1:37 PM

County Counsel

Yes

2/8/2017 2:04 PM

Finance

Yes



CALIFORNIA STATE ASSOCIATION OF COUNTIES

January 13, 2017



CALIFORNIA ASSOCIATION OF PUBLIC HOSPITALS AND HEALTH SYSTEMS



COUNTY BEHAVIORAL HEALTH DIRECTORS ASSOCIATION



COUNTY HEALTH EXECUTIVES ASSOCIATION OF CALIFORNIA



COUNTY MEDICAL SERVICES PROGRAM



COUNTY WELFARE DIRECTORS ASSOCIATION OF CALIFORNIA

Dear California Congressional Delegation Member,

The undersigned California county associations are very concerned about the potential dire effects of repealing the Affordable Care Act without a suitable comprehensive replacement that ensures market and delivery system stability and continued coverage for more than 14 million Californians. Our members represent a broad spectrum of California county services, including public safety and law enforcement, public safety net hospitals, public health, human services, and behavioral health (including substance use disorder treatment). Our counties partner with California to provide medical care, behavioral health care, Medicaid, TANF, and SNAP eligibility services, and a number of other key health and human services programs statewide. Many of our largest counties also operate public hospitals. Our broad reach and commitment to the health of our communities – and, increasingly, the close connections and innovations county leadership is developing between public safety efforts and health treatment – provides us with a unique perspective on the Affordable Care Act (ACA) and its effect on our constituents’ lives.

Although the outcome is still uncertain, we have illustrated below the potential effects of repealing the ACA without a suitable framework to replace it. California’s counties seek the development of such a replacement framework, but we write to share with you the destructive impact the loss of the ACA will have on our members and the 38 million people we serve. California’s counties must be included in the development of a comprehensive replacement framework that does not disadvantage enrollees by eliminating coverage or increasing costs.

California’s Counties stand to lose billions of dollars if the ACA is repealed without a simultaneous, suitable, comprehensive replacement for providing critical Medicaid services to the more than 14 million Medicaid-eligible people in California. In the absence of an immediate and appropriate replacement plan, our uncompensated care costs will skyrocket, destabilizing our health care systems. Those who lose their Medicaid or Covered California coverage in the absence of the ACA will again have to wait until a health issue becomes an emergency to seek care – care that is the most expensive and with the poorest health outcomes. Important mental health and substance use disorder treatment services will cease to exist, and counties and health providers will be forced to reduce

their workforces by hundreds of workers.

For each of our memberships, the positive impact of the ACA has been unprecedented. It has also incentivized collaboration and innovation to improve health while also delivering high-quality health and behavioral health care more efficiently. Here is a sample of the work our members do and how the ACA impacts our health care and law enforcement responsibilities:

County-Administered Health Care

California's counties are responsible for providing health care to the poorest and sickest adults under Section 17000 of the state Welfare and Institutions Code, as well as critical public health services in our communities. The state's decision to opt into the ACA Medicaid Expansion has significantly reduced the number of uninsured adults by providing health care coverage and access to services.

Since the implementation of the ACA, our health departments have implemented innovative public health programs and services, including outreach to vulnerable populations and targeted health promotion and chronic disease prevention campaigns. Last year, California received roughly \$90 million to invest in public health prevention activities through Prevention and Public Health Fund grants, making efficient use of the nation's first dedicated public health funding stream.

The repeal of the ACA without a comprehensive and simultaneous replacement will force counties to rapidly reconstitute indigent health care systems in an uncertain marketplace and fundamentally reduce our capacity to continue prevention strategies and infectious diseases reduction efforts in our communities.

Mental Health and Substance Use Disorder Treatment

Should the ACA be repealed without a suitable comprehensive replacement, millions of Californians will lose access to important behavioral health services. The ACA establishes mental health and substance use disorder benefits as services that must be covered as Essential Health Benefits (EHBs). These EHBs mean that millions of Californians have recently gained access to these critical services. This access will cease if the ACA is repealed without a simultaneous comprehensive replacement.

In California, Medi-Cal enrollees with serious mental illness are eligible for county specialty mental health services. Beneficiaries will lose access to these services if the ACA Medi-Cal expansion is repealed. The loss of mental health services will be especially acute for those individuals being treated within California's county behavioral health system. In addition, county systems will likely see an increase in individuals who are in crisis and seeking specialty mental health services as a result of the loss of commercial coverage through Covered California, our state's ACA health care exchange.

Further, the loss of the ACA Medicaid Expansion will gut the state's substance use disorder treatment system at a time when more Americans are grappling with opioid and other addictions. It is estimated that approximately 12% (450,000 individuals) of

California's Medicaid expansion population has a substance use disorder. Under California's Drug Medi-Cal Organized Delivery System Waiver, counties may opt into expanded substance use benefits. Those who are able to access substance use disorder treatment include adults transitioning from the jails or state prisons; adults being diverted from the criminal justice system; and individuals who are chronically homeless. These populations, many of whom have a high level of need for health and behavioral health services, have gained health coverage due to the ACA and the Medicaid Expansion. Without the ACA or an immediate, suitable, comprehensive replacement, these adults won't be able to access non-emergency substance use disorder or mental health treatment.

Any repeal without a simultaneous, comprehensive replacement of the ACA will have massive negative fiscal impacts on the county-run specialty mental health services plans and behavioral health system overall. It will roll back the clock on the significant progress made in mental health care and stifle local innovation to reduce recidivism and homelessness in our communities.

Public Hospitals and Health Systems

Coverage expansion through the ACA has transformed how public health care systems provide care in California's communities. The ACA offered an unprecedented expansion of insurance coverage to low-income Californians, with Medi-Cal enrollment increasing from 8.6 million prior to the ACA to more than 14 million in 2016. Public health care systems serve as the primary care medical home for more than 500,000 new Medi-Cal enrollees, and as a result, our medical teams are able to focus more attention on care that promotes better value to patients and improvements in health outcomes. For example, over the last few years public health care systems have enrolled more than 680,000 individuals into "medical homes." The combination of coverage and the medical home model, where care is coordinated, results in the more effective deployment of preventive services, more efficient use of limited resources, and better health outcomes overall.

The risks for California's public health care systems are significant. Our 21 public health care systems (16 county and 5 University of California) serve more than 2.85 million patients annually, despite accounting for just 6 percent of the state's hospitals. More than 70 percent of the patients served by our county-owned and operated health care systems are low-income – either Medi-Cal beneficiaries or uninsured. The expansion of Medi-Cal has generated stability for our health systems and improved the outcomes for the people we serve.

The expansion of coverage has been essential to our systems, and a repeal of the ACA could result in public health care systems losing up to \$2 billion annually in federal funding. The loss of funding, coupled with a dramatic increase in the number of uninsured, could destabilize our systems and the life-saving services we provide.

Medicaid Eligibility

California's counties provide Medicaid eligibility services on behalf of the state, enrolling and renewing coverage for the more than 14 million beneficiaries, including

three million new beneficiaries since 2013. We have made great strides in improving the technology of our eligibility systems, streamlined the workload of the overall eligibility process, and worked with the state to direct more funding toward human services and employment programs. The loss of ACA matching and administration funding will impact the county human services workforce, technology systems, and innovative county-based solutions such as the Whole Person Care pilot projects and efforts to combat homelessness.

Public Safety

The ACA has drastically changed the health care landscape in California not only by giving us the tools to improve the health of our residents, but also providing our counties the opportunity to tackle important community issues. California's counties are building on the ACA Medicaid Expansion to address some of the most intractable and expensive social problems in the Golden State: the vicious cycle of criminal justice recidivism and chronic homelessness. Under the ACA, nearly all California counties have established programs to provide enrollment assistance to jail inmates as part of a more comprehensive reentry strategy. This allows former inmates who are eligible under the ACA Medicaid Expansion to access critical medical, behavioral health, and substance use disorder services upon their release and help them comply with post-release requirements (such as attending a drug treatment program). Research shows that interventions that improve access to health-related services go a long way toward reducing recidivism, and the associated cost savings help reduce correctional costs on counties and allow those resources to be directed towards reentry programming.

All counties continue to grapple with the homelessness crisis, and the ACA Medicaid Expansion is also a critical tool in the fight to find shelter and support improved health and mental health for California's most vulnerable populations. Because of the ACA, single childless adults can access mental health and substance use disorder treatment services, which are often a key factor in any successful effort to serve the homeless population. Mental health and health care services are an irreplaceable piece of our homelessness efforts.

Counties are leveraging the ACA Expansion to provide coordinated care and case management services for vulnerable populations. In 18 counties, county departments have implemented local programs to support coordination across numerous county departments and achieve improved health outcomes for those who are homeless and frequent users of the local health, criminal justice, and safety net systems.

Counties are also focused on the "last mile" of providing access to health care, especially for dental services and behavioral health treatment in rural areas, increasing the medical and psychiatric professional workforce, and developing innovative new ways to improve care coordination in all settings.

For California's counties, the ACA has increased our residents' access to health and behavioral health care, given them opportunities to seek primary and preventative care, and avoid costly emergency and hospital stays. For the first time in decades, California's

health care safety net is stabilized. Law enforcement and its partners are reducing recidivism, and those who struggle with addiction can receive evidence-based treatment in their communities. Our members have achieved this progress through collaboration and innovation under the ACA. We can't imagine the health care and public safety landscape without this framework. Repealing the Act without an immediate, suitable, and comprehensive replacement will do irreparable damage to our publicly funded health care systems and those we all serve.

California's County Supervisors, Public Hospital Administrators, Health Directors, Behavioral Health Directors, Human Services Directors, and Rural Health Care Administrators urge you to not move forward with repeal plans unless and until a suitable, comprehensive and simultaneous replacement has been developed that maintains existing levels of Medicaid coverage. The health and stability of California's 58 urban, suburban, and rural counties and the people we serve depends upon your commitment to a comprehensive ACA replacement. We stand ready to assist you as you seek to ensure the stability of our safety net systems.

Sincerely,



Matt Cate
Executive Director
California State Association of Counties
(CSAC)



Kirsten Barlow
Executive Director
County Behavioral Health Directors
Association of California (CBHDA)



Erica Murray
President and Chief Executive Officer
California Association of Public
Hospitals and Health Systems (CAPH)



Frank Mecca
Executive Director
County Welfare Directors Association of
California (CWDA)



Michelle Gibbons
Executive Director
County Health Executives Association
of California (CHEAC)



Kari Brownstein
Administrative Officer
County Medical Services Program
(CMSP)

Medi-Cal Enrollment as of July 2016
Source: Department of Health Care Services

	ACA Expansion Adult Age 19 to 64	Adoption/Foster Care	CHIP	LTC	Other	Parent/Caretaker Relative & Child	Seniors and Persons with Disabilities	Undocumented	Total
Alameda	115,008	4,539	39,249	1,951	7,245	152,657	84,651	26,306	431,606
Alpine	117	*	*	*	11	145	63	*	352
Amador	2,553	153	779	86	45	3,311	1,295	99	8,321
Butte	24,232	1,518	5,779	597	341	32,541	16,608	1,332	82,948
Calaveras	3,932	227	980	85	51	4,842	1,889	149	12,155
Colusa	1,610	71	2,029	36	118	3,801	995	461	9,121
Contra Costa	68,397	3,279	26,910	1,342	2,658	111,707	45,353	15,447	275,093
Del Norte	2,966	311	766	31	73	4,895	2,757	150	11,949
El Dorado	12,326	741	4,087	238	136	13,796	5,670	1,152	38,146
Fresno	110,233	5,225	39,859	1,777	3,791	247,126	60,244	22,820	491,075
Glenn	2,497	218	1,830	66	51	5,088	1,769	689	12,208
Humboldt	18,433	867	4,541	244	196	20,317	9,181	837	54,616
Imperial	21,625	836	6,989	153	525	46,014	16,446	1,048	93,636
Inyo	1,490	42	669	67	45	2,236	826	280	5,655
Kern	89,144	6,199	35,664	1,141	2,602	200,536	47,430	25,088	407,804
Kings	12,339	997	6,082	193	349	26,982	6,928	3,203	57,073
Lake	8,594	413	2,097	158	147	12,786	6,478	875	31,548
Lassen	1,927	197	474	47	65	3,433	1,493	89	7,725
Los Angeles	1,009,023	44,309	302,709	16,284	73,307	1,532,720	638,753	438,781	4,055,886
Madera	13,393	706	7,047	261	310	34,321	7,076	6,785	69,899
Marin	12,270	275	5,220	406	256	13,989	6,555	6,078	45,049
Mariposa	1,587	69	429	54	25	1,839	777	52	4,832
Mendocino	11,757	660	3,808	160	477	16,960	5,903	1,870	41,595
Merced	30,501	1,441	14,160	406	548	66,876	16,465	9,188	139,585
Modoc	789	39	260	44	26	1,322	622	50	3,152
Mono	1,188	*	659	*	43	1,283	233	296	3,721
Monterey	32,630	1,262	23,259	496	1,706	83,775	16,450	22,676	182,254
Napa	7,598	348	5,971	237	219	11,022	4,755	2,292	32,442
Nevada	8,345	304	3,039	241	272	9,469	3,649	379	25,698
Orange	238,298	7,387	113,853	3,702	9,586	333,277	126,266	75,262	907,631
Placer	17,561	911	8,513	492	756	23,401	10,238	1,546	63,418
Plumas	1,953	100	460	42	46	2,360	1,198	62	6,221
Riverside	194,650	11,663	101,800	1,931	8,631	383,521	98,130	39,283	839,609
Sacramento	135,688	9,063	48,877	2,042	4,926	240,862	94,793	19,920	556,171
San Benito	4,335	181	2,360	111	269	8,547	1,876	1,250	18,929
San Bernardino	214,336	12,042	85,302	2,401	4,974	407,173	107,444	38,964	872,636
San Diego	248,245	9,953	108,514	3,814	16,720	348,577	128,363	36,673	900,859
San Francisco	72,607	2,965	15,930	1,182	1,944	52,571	63,878	12,701	223,778
San Joaquin	69,159	3,775	30,909	1,197	1,392	134,632	41,674	16,178	298,916
San Luis Obispo	17,449	1,151	8,854	475	642	21,802	8,448	3,083	61,904
San Mateo	37,673	891	18,227	950	1,640	49,321	24,144	22,396	155,242
Santa Barbara	29,131	1,525	20,877	623	1,432	59,878	15,578	16,385	145,429
Santa Clara	119,311	4,547	52,436	2,003	4,137	141,815	78,501	44,205	446,955
Santa Cruz	21,278	1,003	10,547	376	935	29,059	10,687	5,743	79,628
Shasta	17,024	1,659	5,297	519	419	25,422	14,016	492	64,848
Sierra	265	*	71	19	*	238	188	15	811
Siskiyou	4,996	334	1,188	31	152	7,742	3,738	208	18,389
Solano	31,860	1,244	12,883	469	912	50,230	20,235	5,976	123,809
Sonoma	32,545	1,650	19,150	1,196	1,638	44,872	18,029	8,231	127,311
Stanislaus	58,441	2,057	21,321	900	2,114	111,776	32,390	13,610	242,609
Sutter	9,739	470	4,568	217	325	18,766	6,316	1,724	42,125
Tehama	5,981	611	2,598	122	105	11,996	4,919	1,147	27,479
Trinity	1,674	159	315	*	27	1,760	973	*	4,937
Tulare	50,128	3,005	23,795	1,317	1,981	129,358	28,689	19,406	257,679
Tuolumne	4,284	322	1,301	174	79	5,453	2,681	77	14,371
Ventura	59,845	2,433	30,841	988	2,332	93,957	28,940	20,397	239,733
Yolo	15,597	951	6,816	251	409	22,987	9,046	3,082	59,139
Yuba	7,421	512	2,596	67	240	14,907	5,527	959	32,229
Grand Total	3,347,978	157,832	1,305,554	54,440	164,411	5,442,049	1,998,219	997,456	13,467,939

Note: * indicates small numbers that required supression



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE February 14, 2017

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Application for ABC License by Twin
Lakes Resort

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Application for ABC License by Tim and Misti Sullivan, dba Twin Lakes Resort.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Helen Nunn

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Application for ABC License](#)

History

Time

Who

Approval

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)

ABC 211 (6/99)

TO: Department of Alcoholic Beverage Control
 4800 STOCKDALE HWY
 STE 213
 BAKERSFIELD, CA 93309
 (661) 395-2731

File Number: **578286**
 Receipt Number: **2408575**
 Geographical Code: **2602**
 Copies Mailed Date: **January 31, 2017**
 Issued Date:

DISTRICT SERVING LOCATION: **BAKERSFIELD**
 First Owner: **SULLIVAN, MISTI LEE**
 Name of Business: **TWIN LAKES RESORT**
 Location of Business: **10316 TWIN LAKES RD**
TWIN LAKES, CA 93517
 County: **MONO**



Is Premise inside city limits? **Yes** Census Tract **0001.02**

Mailing Address: **PO BOX 68**
 (If different from premises address) **BRIDGEPORT, CA 93517-0038**

Type of license(s): **49**

Transferor's license/name: **550535 / FARMER, DIANNA DESHEA** Dropping Partner: Yes No

License Type	Transaction Type	Fee Type	Master	Dup	Date	Fee
49 - On-Sale General Season	DROPPING PARTNER	P0-9MOS	Y	0	01/31/17	\$50.00
Total						\$50.00

Have you ever been convicted of a felony? **No**

Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the Department pertaining to the Act? **No**

Explain any "Yes" answer to the above questions on an attachment which shall be deemed part of this application.

Applicant agrees (a) that any manager employed in an on-sale licensed premises will have all the qualifications of a licensee, and (b) that he will not violate or cause or permit to be violated any of the provisions of the Alcoholic Beverage Control Act.

STATE OF CALIFORNIA County of **MONO**

Date: **January 31, 2017**

Under penalty of perjury, each person whose signature appears below, certifies and says: (1) He is an applicant, or one of the applicants, or an executive officer of the applicant corporation, named in the foregoing application, duly authorized to make this application on its behalf; (2) that he has read the foregoing and knows the contents thereof and that each of the above statements therein made are true; (3) that no person other than the applicant or applicants has any direct or indirect interest in the applicant or applicant's business to be conducted under the license(s) for which this application is made; (4) that the transfer application or proposed transfer is not made to satisfy the payment of a loan or to fulfill an agreement entered into more than ninety (90) days preceding the day on which the transfer application is filed with the Department or to gain or establish a preference to or for any creditor or transferor or to defraud or injure any creditor of transferor; (5) that the transfer application may be withdrawn by either the applicant or the licensee with no resulting liability to the Department.

Effective July 1, 2012, Revenue and Taxation Code Section 7057, authorizes the State Board of Equalization and the Franchise Tax Board to share taxpayer information with Department of Alcoholic Beverage Control. The Department may suspend, revoke, and refuse to issue a license if the licensee's name appears in the 500 largest tax delinquencies list. (Business and Professions Code Section 494.5.)

Applicant Name(s)

Applicant Signature(s)

See 211 Signature Page

SULLIVAN, MISTI LEE

SULLIVAN, TIMOTHY MICHAEL



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

REGULAR AGENDA REQUEST

Print

MEETING DATE February 14, 2017

Departments: CAO/Superintendent of Schools Adler

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

SUBJECT FOOTSTEPS2BRILLIANCE Presentation

AGENDA DESCRIPTION:

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

Presentation by Superintendent Adler regarding Footsteps2Brilliance educational program.

RECOMMENDED ACTION:

Hear presentation, provide comments and direct staff to include request for funding in the midyear budget review.

FISCAL IMPACT:

None at this time.

CONTACT NAME: Rebecca Buccowich

PHONE/EMAIL: 760-932-5408 / rbuccowich@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> Presentation</p>

History

Time	Who	Approval
2/9/2017 2:22 PM	County Administrative Office	Yes

2/8/2017 6:37 PM

County Counsel

Yes

2/8/2017 1:37 PM

Finance

Yes

FOOTSTEPS2BRILLIANCE

PRESENTATION FOR THE MONO COUNTY BOARD OF SUPERVISORS



**FOOTSTEPS2BRILLIANCE IS A FUN AND ENGAGING WAY TO BRING
EARLY LITERACY TO ALL MONO COUNTY RESIDENTS.**

[HTTPS://WWW.YOUTUBE.COM/WATCH?V=7M2VA35KQXK&AUTHUSER=1](https://www.youtube.com/watch?v=7M2VA35KQXK&AUTHUSER=1)

EASY TO USE...

- **THIS PROGRAM CAN BE ACCESSED ON ANY MOBILE PHONE, IPAD, KINDLE, OR COMPUTER. ONCE THE APP OR PROGRAM IS DOWNLOADED, YOU DO NOT EVEN NEED WIFI TO ACCESS IT. IT IS SIMPLE TO USE.**

WWW.FOOTSTEPS2BRILLIANCE.COM

RESULTS – N.CAROLINA AFTER 8 WEEKS

1ST GRADE WORD RECOGNITION INCREASED BY 40%

2ND GRADE FLUENCY INCREASED BY 39%

**2ND GRADERS WHOSE READING LEVEL INCREASED BY AT LEAST ONE
LEVEL = 65%**

RESULTS – MANASSAS PUBLIC SCHOOLS 2015 - 2016

- **STUDENTS WHO USED F2B FOR 20 MINUTES/WEEK, EXCEEDED KINDERGARTEN PROFICIENCY LEVELS BY:**
 - **KINDER READY AT BEGINNING OF YEAR – 78.8%**
 - **ECONOMICALLY DISADVANTAGED – 72.4%**
 - **ENGLISH LANGUAGE LEARNERS – 79.4%**

NAPA COUNTY – 2011 (1ST YEAR OF USE)

- **ALL STUDENTS' COMPREHENSION SCORES INCREASED FROM 11% - 76.4%**
- **BY END OF 1ST GRADE STUDENTS PERFORMED 17 – 20% BETTER ON READING FLUENCY TESTS, 11 – 19% BETTER ON SPELLING TESTS AND 2 -7% BETTER ON WRITING TESTS – COMPARED TO CONTROL GROUP**

“MONO COE WILL BE RECEIVING/QUALIFYING FOR THE VERY “LAST” \$5MM SERVICE GRANT WE HAVE AVAILABLE IN 2016 FROM FOOTSTEPS2BRILLIANCE TO PROVIDE THE PROGRAM FOR FREE TO ALL RESIDENTS OF YOUR COUNTY AND TO RECEIVE ACCESS FOR YOUR STUDENTS FOR YEARS 4 AND 5 FOR FREE.

WE'RE NOT SURE WHAT THE WHITE HOUSE WILL DO IN 2017 SO THERE ARE NO GUARANTEES THAT THIS PROGRAM WILL BE IN PLACE IN 2017. WHEN WE GET BOARD APPROVAL, YOU'LL BE LOCKED IN AND WILL BE ABLE TO ACCESS ALL OF THE BENEFITS AND PR.”

FROM GREG SPENCER, CEO

OTHER PARTICIPATING COUNTIES:

- **NAPA**
- **COLUSA**
- **SAN BERNARDINO**
- **SANTA CLARA**
- **SAN BENITO**

FOR \$74,000/YR FOR 5 YEARS:

- **ACCESS FOR ALL TO THE PROGRAM**
- **PROFESSIONAL DEVELOPMENT**
- **DATA**
- **PRINTED MATERIALS FOR ADVERTISING/OUTREACH**
- **ALL PROGRAM UPGRADES**

PARTNERS THUS FAR...

- **MAMMOTH HOSPITAL**
- **TOWN OF MAMMOTH LAKES**
- **MAMMOTH ELEMENTARY SCHOOL**
- **MAMMOTH FIRE DEPARTMENT**
- **MONO COUNTY PUBLIC HEALTH**
- **EASTERN SIERRA UNIFIED SCHOOL DISTRICT**

THE BOTTOM LINE...

- **THIS PROGRAM IS A GAME CHANGER AND AS THE OFFICE OF EDUCATION I FEEL IT IS VERY IMPORTANT THAT WE LEAD THE CHARGE TO DO WHATEVER WE CAN TO SEE TO IT THAT OUR YOUNGEST COMMUNITY MEMBERS AND OUR FUTURE STUDENTS GET ACCESS TO EARLY LITERACY PROGRAMS.**



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

REGULAR AGENDA REQUEST

Print

MEETING DATE February 14, 2017

Departments: Public Works, Finance

TIME REQUIRED	1 hour (20 minute presentation; 40 minute discussion)	PERSONS APPEARING BEFORE THE BOARD	Tony Dublino, Janet Dutcher
SUBJECT	South County Facility Comparative Analysis		

AGENDA DESCRIPTION:

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

Presentation by Tony Dublino and Janet Dutcher regarding options for a South County Facility in Mammoth Lakes.

RECOMMENDED ACTION:

Receive presentation and consider the following: 1. Conclude negotiations with SCM and fully engage in development of a County facility on the McFlex property. Continue coordination on MOU and site planning with Town, develop agreements for Architecture/Engineering, initiate CEQA, secure financing. 2. Continue negotiations with SCM for direct purchase or lease-purchase and maintain progress on McFlex concept – continue coordination on MOU and site planning with Town, develop agreements for Architect/Engineering, and revisit direction on March 21st. 3. Revisit negotiations with SCM for Lease only and maintain progress on McFlex concept – continue coordination on MOU and site planning with Town, develop agreements for Architect/Engineering, and revisit direction on March 21st.

FISCAL IMPACT:

None at this time.

CONTACT NAME: Tony Dublino

PHONE/EMAIL: 760.932.5453 / tdublino@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report

[Presentation](#)

[Sierra Center Mall Letter of Intent](#)

[Collaborative Design Studio Report](#)

History

Time	Who	Approval
2/10/2017 2:23 PM	County Administrative Office	Yes
2/10/2017 9:00 AM	County Counsel	Yes
2/10/2017 9:42 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

Jeff Walters, Public Works Director

Garrett Higerd, PE; County Engineer

Date: February 14, 2017
To: Honorable Board of Supervisors
From: Tony Dublino, Environmental Services Manager
Subject: South County Facility Comparative Analysis

Recommended Action:

1. Conclude negotiations with SCM and fully engage in development of a County facility on the McFlex property. Continue coordination on MOU and site planning with Town, develop agreements for Architecture/Engineering, initiate CEQA, secure financing.
2. Continue negotiations with SCM for direct purchase or lease-purchase and maintain progress on McFlex concept – continue coordination on MOU and site planning with Town, develop agreements for Architect/Engineering, and revisit direction on March 21st.
3. Revisit negotiations with SCM for Lease only and maintain progress on McFlex concept – continue coordination on MOU and site planning with Town, develop agreements for Architect/Engineering, and revisit direction on March 21st.

Fiscal Impact: None for this item or direction specifically, although certain direction will result in items being returned to the Board that will have related fiscal impacts.

Discussion: Staff will present a comparative analysis of the County's options for a South County Facility in the Town Mammoth Lakes. Analysis will include a discussion of cost as well as other non-fiscal elements of the options.

Strategic Plan

Planning for a South County Facility is consistent with three Strategic Plan Focus Areas. The work involves *Collaborative Solutions* with agency partners and provides opportunities for regional efficiencies. It deals directly with the focus area of *Infrastructure*, considering both improvements to existing infrastructure as well as designing and building net-zero infrastructure for the benefit of future generations. It also involves the focus area of *Mono best place to work* as it attempts to provide a comfortable, safe and pleasant work environment for County staff.

If you have any questions regarding this item, please contact me at (760) 932-5453.

Respectfully submitted,

Tony Dublino
Environmental Services Manager

Mono County's South County Facility

How to Best Provide a
Safe, Comfortable, and Modest Facility
for County Services in Mammoth Lakes

Today's presentation

1. Status Quo and Baseline Costs
2. Future Alternatives
3. Timing and Process
4. Recommended Action

Minaret Mall Baseline Costs

- Public Health, Environmental Health, Community Development, Building, IT

Total Useable Square feet = 10,675 (48% GF; 52% Non GF)

Annual Rent per square foot = \$12.18 monthly = \$1.01 per sf

Annual CAMS per square foot = \$17.00 monthly = \$1.41 per sf

Annual Total cost per square foot = \$29.18 monthly = \$2.43 per sf

Projected Annual Total Facility Cost = \$302,500 per year

Annual General Fund Impact (@48%) = \$145,200 per year

Sierra Center Mall Baseline Costs

- CAO, County Counsel, Board Chambers, Behavioral Health, Social Services, DA, Probation, Economic Development/Tourism, Assessor

Total Useable Square feet = 21,545 (42% GF; 58% Non GF)

Annual Rent per square foot = \$28.22 monthly = \$2.35 per sf

Annual CAMS per square foot = \$10.05 monthly = \$.83 per sf

Annual Total Cost per Square Foot = 38.27 monthly = \$3.19 per sf

Projected Annual Total Facility Cost = \$824,500 per year

Annual General Fund Impact (@42%) = \$346,290 per year

Projected Annual Budgetary Impact Baseline Costs

Minaret Mall Rent and CAMS	\$302,500
Sierra Center Mall Rent and CAMS	\$824,500
Total annual cost	\$1,127,000
Non- General Fund	\$635,510
Annual General Fund Impact	\$491,490

Future Alternatives

- **What is driving the Timing? Why Now?**
 - Current lease at SCM through October 31, 2019 (32 months out)
 - Current lease at Minaret through Sept 30, 2021 (51 months out)
 - Due diligence/research on McFlex option cost is now complete
- **What is driving the consideration of future alternatives?**
 - Safe, comfortable, modest facility for citizens, customers, and staff.
 - Consolidation of County offices to one location
 - Interest in a long-term solution that will provide financial stability, predictability, and not require short-term re-negotiation
- **Initial Determinations, Ruled Out**
 - Minaret Mall not large enough to consolidate all County offices
 - Dividing County offices among various complexes in Mammoth not an option

Future Alternatives

Three alternatives being explored at this time:

1. Lease space at Sierra Center Mall

Renegotiate terms, expand space, consolidate offices from Minaret in 2021

2. Purchase of Sierra Center Mall (Theoretical)

Major renovation, consolidate offices, lease remainder

3. Build County Facility at McFlex (Mammoth Community Federal Land Exchange)

Plan, finance and construct new facility at envisioned civic center

Sierra Center Mall Lease

- Background
 - County has leased space there for over 20 years
 - Renegotiated lease in 2006, for 20,695 square feet
 - 2006 renewal included \$400k in tenant improvements
5,566 sf of new space (\$71 per sf)
- Current status of process, negotiations
 - SCM Owners informal proposal in June 2016
 - Formally submitted proposal in September 2016
 - Offer rejected by County for unacceptable price and terms
 - Board directs January 9, 2017 reply, informing SCM of interest in ***purchase***
 - Revised Lease proposal received Feb 8, 2017

Sierra Center Mall Lease

PROS

- Lower short term cash outflow
- Underground parking
- Proximity to commerce and restaurants
- Averts construction risk
- Averts future space needs risk
- Doesn't commit County to owning facility in Mammoth

CONS

- Above market rent / 3% escalator
- Building 40+ years old
- No control over remaining building
- No regionalization, or outside agency proximity
- No long-term stability or predictability
- No asset creation
- Increase liability risks to staff, public
- Building condition is not in suitable condition for County business
- Negotiating has proven difficult

Sierra Center Mall Lease

February 8, 2017 Lease Proposal (to commence November 1, 2019)

Total Useable Square feet =	30,442 (52% GF; 48% Non GF)	
2020 Annual Rent per sf =	\$21.00	monthly = \$1.75 per sf
2020 Annual CAMS per sf =	\$10.05	monthly = \$.83 per sf
2020 Annual Total per sf =	\$31.05	monthly = \$2.58 per sf

2020 Annual Total Facility Cost = \$945,000 per year

Annual General Fund Impact (@52%) = \$491,500 per year

Sierra Center Mall Lease

Total Useable Square feet = 30,442 (52% GF; 48% Non GF)

2030 Annual Rent per sf = \$27.40 monthly = \$2.28 per sf

2030 Annual CAMS per sf = \$13.04 monthly = \$1.08 per sf

2030 Annual Total per sf = \$40.44 monthly = \$3.37 per sf

2030 Annual Total Facility Cost = \$1,231,000 per year

Annual General Fund Impact (@52%) = \$640,000 per year

Sierra Center Mall Purchase (Theoretical)

- Background

- Interest in purchase of building has grown out of general disinterest in lease
- Provides solution to problematic tenant history
- Recognizes our organizational capacity to properly maintain facilities
- Recognizes our interest in creating long-term assets
- Advocated for by Supervisor Johnston
- Concept promised verbally by SCM owner at December BOS meeting
- Building Transaction History:

12/19/1986, \$3,350,000; 4/16/1997, \$3,250,000; 6/30/2006, \$21,650,000; 6/7/2012, \$8,600,000

- Current status of process, negotiations

- January 9 letter to SCM owners
 - Expressed interest in a **lease with option to purchase or direct purchase**, requested response by January 24.
 - Sent in an attempt to obtain information to be used in this comparative analysis.
 - SCM Response did not include purchase option.

Sierra Center Mall Purchase (Theoretical)

PROS

- Full control of building upon purchase
- Represents long-term approach
- Cost of tenant improvements is justified
- Creates and builds asset
- Provides opportunity to propose joint facility with Town
- May create opportunities for economic development
- May be able to recoup investment with rents, and lower cost considerably
- Sale of McFlex could offset cost further

CONS

- Owners don't want to sell
- Structural integrity not known
- Value not known
- Building is already 40 yrs old
- May not succeed in leasing property
- Outside County services and mission to manage commercial property
- Abandons McFlex
- Does not follow Town zoning or visioning

Sierra Center Mall Purchase (Theoretical)

At a theoretical \$12m purchase price, many questions remain:

- Will owners sell?
- Will the building appraise for that price?
- If we acquire the building, could we take annual savings and apply to building, or would we have to obtain additional financing to pay for immediate improvements?
- How do we look at this for comparative purposes? Total square feet, including that which we do not use?
- Who in the organization will manage the property, leases, etc?
- Will we succeed in leasing space where SCM has not?
- Will Town want to participate?
- Can we purchase only the space we require? Condominium-ize?

Sierra Center Mall Purchase (Theoretical)

Let's make some (a lot of) assumptions:

- The building appraises for \$12m, and is sold for \$12m.
- The structural report is sufficient and no major upgrades are necessary at the outset
- County secures financing for \$7m in building improvements, TI's, solar panels.
- Leasable Space on 1st and 2nd floor is 50% occupied at market rate (\$1.40), generating \$435,000 per year, and covers all CAMS for those spaces

Sierra Center Mall Purchase (Theoretical)

With those assumptions:

County Useable Square feet = 30,442 (52% GF; 48% Non GF)

Purchase price debt service per sf =	\$23.78	monthly = \$1.98 per sf
Improvement debt service per sf =	\$13.17	monthly = \$1.10 per sf
Less net rental income per sf =	(\$14.31)	monthly = (\$1.19) per sf
Operating Costs per sf=	\$10.05	monthly = \$.83 per sf
2020 Annual Total per sf =	\$32.69	monthly = \$2.72 per sf

2020 Annual Total Facility Cost = \$ 995.149 per year

Annual General Fund Impact (@52%) = \$517,477 per year

Build County Facility at McFlex

- Background
 - History, acquisition
 - County motivations at the time
 - Town visioning and planning
 - Current Status of process and progress
 - Tentative site plans
 - Meetings with Town staff re: MOU and mutual benefits
 - Prepared to issue RFQ for architecture and CEQA

Build County Facility at McFlex

- Cost Estimate
 - Need to compare costs to SCM
 - County Committee worked with Collaborative Design Studio to estimate costs
 - September 7, 2016 CDS Report
 - Refinements to report in November, December 2016
 - Resulting Cost Estimate: \$24.9m
 - Work continues on determining specific space needs and opportunities for shared spaces among County staff and Town operations.
- Financing Options
 - Brandis Tallman Feb 8, 2017 Option to fund \$24.9m
 - 30 or 35 year option, interest rate = 4.2%
 - Annual debt service: \$1.58, or \$1.48m

Build County Facility at McFlex

PROS

- Ownership = Control
- Agency coordination and Regionalization
- Efficiency – Net Zero
- Agency proximity – AOC, TOML, MH
- Security, privacy
- Investing in valuable Asset
- Benefit to future generations

CONS

- Higher cash outflow right now
- Risk associated with estimating construction, infrastructure cost
- Risk associated with timing
- Risk associated with changing space needs

McFlex Cost Scenarios

Total Useable Square feet = 25,000 (52% GF; 48% Non GF)

2020 Annual Mortgage per sf = \$59.42 monthly = \$4.95 per sf

2020 Operating Costs per sf = \$6.27 monthly = \$.52 per sf

2020 Annual Total per sf = \$65.54 monthly = \$5.46 per sf

2020 Annual Total Facility Cost = \$1,632,500

Annual General Fund Impact (@52%) = \$848,900

McFlex Cost Scenarios

Total Useable Square feet = 25,000 (52% GF; 48% Non GF)

2030 Annual Mortgage per sf = \$59.42 monthly = \$4.95 per sf

2030 Annual CAMS per sf = \$8.41 monthly = \$.70 per sf

2030 Annual Total per sf = \$67.82 monthly = \$5.65 per sf

2030 Annual Total Facility Cost = \$1,689,400

Annual General Fund Impact (@52%) = \$878,500

General Fund Impacts over time

	2020	2030	2040	2056
(in thousands)				
Current Baseline = \$491				
SCM Lease Annual GF Impact	\$491	\$640	\$862*	\$1,407*
SCM Purchase (Theoretical)	\$517	\$571	\$646	\$262
New Building on McFLex	\$849	\$879	\$907	\$205

* if continued with same escalator

Timing and Urgency

Q: When is the appropriate time to make a decision?

A: When all alternatives are viable and executable.

SCM Lease: could be executed in October 2019.

SCM Purchase: could be executed in October 2019.

McFlex: must be executed in time to complete building by October 2019.

Recommended Action (select one)

1. Conclude negotiations with SCM and fully engage in development of a County facility on the McFlex property. Continue coordination on MOU and site planning with Town, develop agreements for Architecture/Engineering, initiate CEQA, secure financing.
2. Continue negotiations with SCM for direct purchase or lease-purchase and maintain progress on McFlex concept – continue coordination on MOU and site planning with Town, develop agreements for Architect/Engineering, and revisit direction on March 21st.
3. Revisit negotiations with SCM for Lease only and maintain progress on McFlex concept – continue coordination on MOU and site planning with Town, develop agreements for Architect/Engineering, and revisit direction on March 21st.

February 8, 2017

Board of Supervisors
County of Mono
C/O Ms. Leslie Chapman
County Administrative Officer
452 Old Mammoth Road
Mammoth Lakes, CA 93546

Via Electronic Delivery

RE: January 9th Letter from County of Mono re: Sierra Center Mall

To the Mono County Board of Supervisors:

We are in receipt of your January 9, 2017 letter proposal. In your letter, the reference was made to several possible scenarios and we appreciate the County's interest.

As you know we purchased the property with long term hold in mind and we continue that strategy. Therefore, at this time we are not interested in discussing a sale. However, we would entertain a proposal in which the County would have the option of a lease with a term of 10 Years or more in a flexible structure that is very accretive economically.

With respect to a new 10 year lease, we would propose the following:

1. County exclusively leases the entire 3rd Floor, consisting of 32,925 SF, as a full floor user for \$42,045.20 Per Month. (Represents a renewal of 17,285 useable SF now under lease until 2019, plus an additional 8,899 useable SF and all 6,739 SF of the 3rd floor of common area for the County's exclusive use.)
2. Renew existing DA and Suite 211 on the 2nd Floor of 4,258 SF for \$7,451.50 per Month.
3. If 3rd Floor is used to consolidate the 10,500 SF in Minaret Mall, that would result in a reduction of 1,601 useable SF from current facility SF that could fit into the 8,899 SF useable plus common area. A savings to the County of \$336,000 over the 10 year term.
4. Commence the new lease coterminous with the old lease.
5. Extend the lease to a minimum term of 10 years with 3% annual increases.
6. Total starting Base Rent would \$53,277.00, per month plus CAM for the entire 37,183 SF.
7. Rent over the entire 10 Year term would be approximately \$7.3 Million. (Including annual increases.)
8. Proposal represents savings of approximately \$13.8 Million in rent over previous Sierra Center proposal.
9. Landlord to deliver the space "as is" and would negotiate with tenant acceptable base building improvements at Landlord's cost as it relates to the mechanical systems and other common area items to be discussed.
10. Additionally, we are also open to discuss management structure and staffing as to provide more involvement and control by the County for issues relating to the operation of the building. In the Lease, we would discuss operational standards providing for Landlord penalties and Tenant remedies.

This total obligation of just over \$7 Million spread over the 10 year term would free the County to utilize its resources as it chooses, allowing the allocation of 13.8 Million in lease savings for other County priorities such as:

- Minimizing Debt
- Improving roads and infrastructure.
- Fire, safety and law enforcement issues.
- Community resident and visitor services and facilities.
- Additional staff, staff salary increases and benefits.
- Acquisition or replacement of vehicles and heavy equipment.
- Solid Waste issues.
- Capital improvement and repair of other County facilities.
- Reserve Funds for unanticipated expenses or events.

This lease option would also allow the County the ability to:

- Maintain flexibility as to the control of when and how much capital dollars the County expends annually on facilities. It would provide for expansion as well as contraction.
- Provides an ability to allow the County taxpayers an option for a reduced annual cost of the Mammoth satellite administrative office facility.
- Creates no new liabilities with other agencies or entities that the County would have to co-guarantee.
- Relieves the County of the threat of office space facility obsolescence. No long-term commitment to a way of doing business that could be dramatically impacted by technology, communication styles or delivery of services. In the future, we could see even greater changes that could remove the need for a physical visit to a County facility by residents or staff. We already watch Supervisor meetings and get much of the County information online.

If further discussion of this option is of interest, we stand ready to discuss. Obviously this proposal is subject to the negotiation and mutual execution of an acceptable lease agreement and is not binding on either party.

Respectfully,

HIGHMARK ADVISORS, INC.



Drew Cameron Hild
Principal

cc: Paul Rudder, 452 OM RD, LLC

COLLABORATIVE

DESIGN

STUDIO architecture of experience and place

Mono County Government Center Feasibility Study
Mammoth Lakes, CA
Final Report



7 September 2016

Contact: Todd B. Lankenau, AIA, LEED AP (toddl@collaborativedesignstudio.com)

www.collaborativedesignstudio.com | T 775.348.7777 | F 775.348.0904 | 9444 Double R Blvd, Ste. B, Reno NV 89521

Sacramento Office | T 916-851-3569 | F 916-631-4424 | 11020 Sun Center Dr., Ste. 100, Rancho Cordova CA 95760

COLLABORATIVE

DESIGN

STUDIO architecture of experience and place

7 September 2016

Ms. Leslie Chapman, CAO
Mono County
P.O. Box 696
Bridgeport, CA 93517

Re: Mono County Government Center Feasibility Study

Dear Leslie,

The following is our feasibility study comparing the renovation of the Sierra Center Mall and a new facility as options to maximize efficiency and accommodate future growth of the South County area. An essential difference is the term of the proposed lease is 20 years as compared to a new facility with an expected lifespan of 50 years.

Our study is based on the premise that both facilities will provide essentially equivalent floor area, which we project to be 42,947 gross square feet (GSF) when the County reaches its maximum projected population of 16,834 in 2050. It is noteworthy that this floor area is required for the 2025 projected population of 15,750, however, additional floor space is not required to accommodate the slight increase gradually occurring over the next 25 years.

Our team of architects, engineers, cost estimators and financial consultants have reviewed the data collected and estimated the work necessary to bring the Sierra Center Mall up to a fully code compliant institutional equivalency standard for California Government Buildings to develop a cost estimate whereby we could compare the cost of two 'equivalent' buildings. The cost estimator's opinion of probable construction cost was much higher than the proposed lease renewal allowance (\$369.83 S.F. vs. \$50.00 S.F.), so for the purposes of this comparison, we used the smaller of the two estimates.

To the best of our ability, and with the assistance of County staff, we separated the other costs of occupancy attributable only with the Sierra Center Mall from those which will be partially or wholly common to both facilities moving forward as a means of equitably balancing the expenses associated with each project.

In summary, our findings are as follows:

1.	Sierra Center Mall remodeled as proposed	\$911.05/GSF/20 years
2.	New Facility – Title 24 compliant	\$739.09/GSF/20 years
3.	New Facility – 33% Energy Reduction from Title 24	\$731.86/GSF/20 years
4.	New Facility – Net Zero Energy	\$711.01/GSF/20 years

It is our recommendation that the County strongly consider Option #4, a new Net Zero Energy Facility as not only the most fiscally responsible choice, but an example of unsurpassed environmental stewardship for all future development in the region.

Please feel free to call if you have any questions.

Best regards,



Todd B. Lankenau, AIA, CSI, DBIA, LEED AP
Principal and Managing Partner
COLLABORATIVE DESIGN STUDIO

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1. Executive Summary

Collaborative Design Studio was engaged by Mono County to perform an analysis of their existing government center facilities in Mammoth Lakes, California (South County) in January 2016. The stated purpose was to perform an independent evaluation of the existing leased facilities at Sierra Center Mall and Minaret Mall, define the programmatic needs of the County in the future, and provide an analysis of the suitability of each building for long-term lease versus constructing a new joint facility with the Town of Mammoth and recommend the most cost-effective long-term solution for the County.

On 18 February 2016, a project kick-off meeting was held at the office of the CAO in Sierra Center Mall. Goals for the study were defined, interviews conducted and a preliminary space program established and tours of the facilities conducted. The primary goal is to consolidate the County offices in one location for efficiency of operation. It became readily apparent after the facility tour that Minaret Mall was not an option for future consolidation of the County offices due to the limited amount of available space and

the unconventional design of the existing building not being suitable for administrative functions.

A follow-up meeting was held on 25 & 26 April at the CAO's office in Sierra Center Mall. A detailed space programming workshop was conducted on 25 April which included the senior staff from each department currently located in each facility. The original preliminary space program was reviewed and adjusted, and consensus was reached with all departments regarding their current and future needs. Facility management guidelines were applied (discussed later) and projected Net and Gross Floor Areas were defined.

Dan Holler, Town Manager for the Town of Mammoth Lakes, was also interviewed and a preliminary space needs program was developed for the Town in anticipation of a possible joint-use facility.

Attendees at the April 25th space planning workshop were as follows:

Name	Title	Phone	Email
Leslie Chapman		760-932-5414	lchapman@mono.ca.gov
Jeff Walters		760-932-5459	jwalters@mono.ca.gov
Peter Chapman		218-269-0389	pchapman@mono.ca.gov
Megan Mahaffey		303-859-9296	mmahaffey@mono.ca.gov
Gerald Frank		760-932-5486	gfrank@mono.ca.gov
Joe Blanchard		530-721-2330	iblanchard@mono.ca.gov
Liz Grans		760-924-1738	lgrans@mono.ca.gov
Kathy Peterson		760-924-1763	kpeterson@mono.ca.gov
Dylan Whitmore		760-924-1739	dwhitmore@mono.ca.gov
Dan Holler		760-934-8989 x.228	dholler@townofmammothlakes.ca.gov
Garrett Higerd		760-924-1802	ghigerd@mono.ca.gov
Stacey Simon		760-924-1704	ssimon@mono.ca.gov
Robin Roberts		760-924-1740	rroberts@mono.ca.gov
Wendy Sugimura		760-924-1814	wsugimura@mono.ca.gov
Scott Burns		760-924-1807	sburns@mono.ca.gov
David Anderson		760-924-1714	danderson@mono.ca.gov
Lynda Salcido		760-924-1842	lsalcido@mono.ca.gov

On 26 April, a visual observation of the mechanical, electrical, plumbing and related systems was conducted at the Sierra Center Mall. The results of this observation and recommendations are contained later in this report.

2. Growth Projections

Projections prepared by the State of California, Department of Finance Demographic Research Unit in 2014 suggest a slight population increase for Mono County over the pre-determined planning horizon of 30 years. The estimated 2015 population is 14,525, while the projected population in 2045 is 16,828, a 15.8% increase. We would expect this increase to occur mostly in the South County area.

When preparing our analysis of County employee growth over the same period of time, County staff projected a minimal increase in employees from their current level required to service this increase in population.

Total Population Projections for California and Counties: July 1, 2015 to 2060 in 5-year increments

	Estimates		Projections								
	2010	2015	2020	2025	2030	2035	2040	2045	2050	2055	2060
California	37,341,978	38,896,969	40,619,346	42,373,301	44,085,600	45,747,645	47,233,240	48,574,095	49,779,362	50,817,750	51,663,771
Alameda	1,513,005	1,599,888	1,682,348	1,763,028	1,835,340	1,905,482	1,978,656	2,052,285	2,115,824	2,165,023	2,195,999
Alpine	1,233	1,252	1,296	1,329	1,328	1,296	1,249	1,202	1,149	1,099	1,058
Amador	38,487	37,178	39,108	40,830	41,840	42,748	43,165	43,084	42,593	42,448	42,906
Butte	220,273	226,656	236,936	247,378	254,725	264,150	267,852	272,094	276,117	280,820	286,660
Calaveras	45,654	45,923	48,957	51,415	53,317	54,912	55,881	56,205	56,501	56,980	58,023
Colusa	21,642	22,555	24,291	25,821	27,258	28,558	29,688	30,578	31,327	31,983	32,581
Contra Costa	1,051,553	1,108,963	1,166,670	1,224,372	1,281,561	1,341,741	1,400,999	1,457,246	1,512,940	1,567,661	1,620,604
Del Norte	28,822	28,587	29,146	29,735	30,197	30,418	30,408	30,320	30,340	30,422	30,747
El Dorado	181,567	184,833	190,850	196,950	201,509	205,624	208,092	208,302	206,977	205,525	205,052
Fresno	932,969	981,681	1,055,106	1,130,406	1,200,666	1,269,714	1,332,913	1,396,837	1,464,413	1,528,444	1,587,852
Glenn	28,292	29,132	30,466	31,761	32,945	34,013	34,959	35,830	36,729	37,634	38,648
Humboldt	136,056	137,159	139,033	140,713	140,608	139,780	138,307	136,663	135,608	134,959	134,398
Imperial	175,520	187,689	211,973	233,610	252,300	270,331	286,336	300,907	314,346	326,184	336,492
Inyo	18,823	19,304	19,622	20,004	20,211	20,235	20,153	20,017	19,888	19,795	19,737
Kern	846,568	894,492	989,815	1,088,711	1,189,004	1,291,947	1,396,314	1,501,874	1,604,371	1,703,013	1,793,248
Kings	154,276	155,122	167,465	180,355	192,562	205,206	218,394	230,218	240,599	250,517	259,506
Lake	64,854	66,219	70,690	75,426	79,577	83,532	86,635	88,950	90,549	91,951	93,421
Lassen	35,030	35,190	36,386	37,490	38,224	38,719	39,073	39,495	39,891	40,429	40,941
Los Angeles	9,824,194	10,147,070	10,435,991	10,701,051	10,930,986	11,123,113	11,290,501	11,414,349	11,494,738	11,524,123	11,489,127
Madera	151,466	157,722	173,146	189,267	204,993	221,824	238,514	255,073	272,384	288,812	304,749
Marin	252,937	258,804	259,794	260,698	262,615	265,840	269,462	272,411	274,455	277,604	283,188
Mariposa	18,332	18,147	19,316	20,520	21,027	21,288	21,221	20,949	20,636	20,324	20,140
Mendocino	88,292	88,884	90,411	92,203	93,577	94,565	95,207	95,796	96,751	98,186	99,952
Merced	256,800	269,572	288,991	313,082	337,798	364,348	389,934	414,895	439,075	463,131	485,712
Modoc	9,802	9,410	9,691	9,866	9,852	9,812	9,770	9,632	9,343	9,113	8,875
Mono	14,338	14,525	15,147	15,750	16,252	16,671	16,823	16,828	16,834	16,767	16,626
Monterey	416,141	429,584	446,258	462,608	476,874	489,171	500,194	510,907	520,362	527,846	533,575
Napa	137,579	142,301	146,869	151,553	156,358	160,146	163,269	165,695	167,854	170,222	172,619
Nevada	98,938	98,633	101,767	105,389	108,111	110,224	111,895	113,469	115,530	118,071	121,517
Orange	3,014,996	3,150,934	3,243,261	3,305,644	3,361,556	3,410,509	3,449,498	3,471,003	3,481,613	3,480,392	3,464,374
Placer	350,230	373,503	396,203	421,002	447,625	478,196	509,936	539,147	566,954	593,084	620,037
Plumas	20,098	19,384	19,284	19,375	19,256	18,929	18,419	17,872	17,485	17,190	17,037
Riverside	2,194,933	2,323,527	2,478,059	2,662,235	2,862,915	3,053,812	3,215,291	3,353,445	3,480,980	3,587,525	3,678,439
Sacramento	1,421,236	1,475,381	1,554,022	1,639,613	1,730,276	1,823,985	1,912,838	1,989,722	2,047,662	2,100,788	2,153,833
San Benito	55,547	59,039	63,418	68,312	73,459	78,334	82,969	86,859	90,802	94,895	99,215
San Bernardino	2,039,040	2,116,461	2,227,066	2,366,662	2,515,972	2,658,556	2,783,746	2,892,353	2,997,446	3,096,772	3,190,566
San Diego	3,112,965	3,244,706	3,375,687	3,482,977	3,589,951	3,689,585	3,779,961	3,868,760	3,953,511	4,025,909	4,070,841
San Francisco	808,850	848,564	891,493	932,109	967,405	996,332	1,027,004	1,057,562	1,081,540	1,097,119	1,103,174
San Joaquin	687,095	723,506	766,644	822,755	893,354	966,889	1,037,761	1,104,903	1,171,439	1,239,301	1,306,271
San Luis Obispo	269,446	274,254	283,667	293,430	299,378	309,465	309,689	311,929	313,544	315,702	318,668
San Mateo	719,446	752,751	777,088	800,928	822,889	842,641	874,626	902,205	925,295	935,411	936,151
Santa Barbara	424,688	439,082	455,858	473,124	487,156	507,912	514,466	523,502	531,583	538,614	545,115
Santa Clara	1,785,089	1,890,424	1,970,828	2,059,786	2,151,165	2,243,474	2,331,887	2,411,116	2,482,341	2,539,090	2,585,318
Santa Cruz	263,709	273,695	281,870	290,674	295,538	303,626	303,512	305,289	307,606	311,054	314,875
Shasta	177,538	180,021	187,524	195,628	202,156	207,865	212,264	216,340	220,252	224,393	228,892
Sierra	3,319	3,257	3,174	3,091	3,008	2,918	2,830	2,757	2,697	2,675	2,677
Siskiyou	45,019	45,400	46,217	46,784	47,013	46,976	46,445	45,615	44,920	44,424	44,148
Solano	413,723	432,921	454,800	477,539	501,456	526,460	548,046	567,615	586,931	604,958	620,659
Sonoma	484,852	501,350	523,615	546,050	566,670	585,373	602,320	617,786	632,241	646,701	660,937
Stanislaus	515,459	538,689	573,794	611,376	648,076	681,703	714,910	748,324	783,005	819,598	856,717
Sutter	95,085	97,887	105,107	112,384	120,071	128,530	137,228	145,113	153,462	161,994	170,377
Tehama	63,710	65,193	67,336	69,326	71,118	72,504	73,196	73,553	73,975	74,599	75,460
Trinity	13,943	13,821	14,234	14,510	14,570	14,484	14,267	13,925	13,593	13,303	13,102
Tulare	443,487	467,170	498,559	537,015	578,858	616,547	650,819	683,533	715,722	747,912	779,772
Tuolumne	55,690	54,628	55,993	57,278	58,447	59,560	59,821	59,767	59,743	59,966	60,471
Ventura	825,193	850,206	876,124	902,722	927,304	949,765	966,084	977,890	987,568	996,303	1,004,070
Yolo	201,651	209,647	219,415	231,369	241,898	259,163	267,268	277,208	285,453	292,509	298,451
Yuba	72,498	75,093	81,467	88,282	95,445	103,044	110,285	116,891	122,049	126,473	130,166

Projections Prepared by Demographic Research Unit, California Department of Finance, December 2014

3. Space Standards

SPACE STANDARDS

The space standards utilized for this planning effort were established to ensure that the workplace is tailored to the function performed by the County’s faculty and staff. Standardization is desirable because space requirements should not vary needlessly for people essentially performing the same work.

However, the guidelines must allow for the type of operation to be conducted, and must be applied carefully to each department or division. The advantages of standardization would be lost if the needs and function of each operational unit were not considered individually in applying the guidelines.

The guidelines include offices, rooms and open areas. The difference in these types of spaces is that offices and rooms are enclosed by full-height partitions while open areas are not. Areas adjacent to other areas may be combined to form larger areas. The arrangement of files, workstations, and other office equipment should employ principles of open office landscape planning, to separate and organize large open work areas. Additional circulation space is provided in the database to permit access to rooms and offices, generally through open work areas.

The open work areas are estimated in terms of the actual floor space needed for each element to be located there. Thus, each desk file, counter, chair, and other piece of equipment that is to be in an open area is provided an appropriate amount of space. Space is included for access to each item and for any required clearance between it and other equipment or vertical surfaces. The space for all required equipment is then calculated to give the total open area.

The guidelines assume that the furniture will follow a basic symmetrical grid. Unusual layouts will require additional space. For instance, if asymmetric open office landscape planning is desired, the increased space may be estimated at about 10%. However, there are several types of open planning and each has unique aspects of space need, flow, access and circulation. The guidelines set forth herein allow for symmetric, rectangular landscape planning with furniture systems.

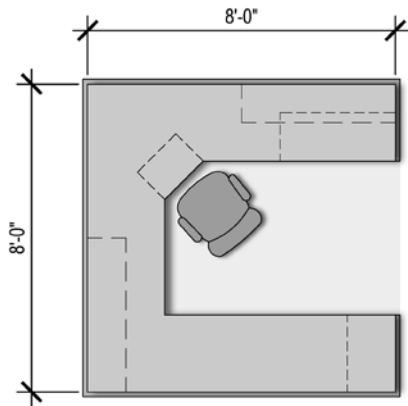
Space for the standards is expressed in net square feet (NSF) and represents interior space for each specific room type. It does not include the required additional factors that account for circulation and layout, or the net-to-gross square footage conversion factor that accounts for major fire corridors, vertical circulation, toilets, walls, and the type and monumentality of the structure. The circulation and layout factor is added to the sum of the interior spaces itemized by department and division or operational unit.

Application

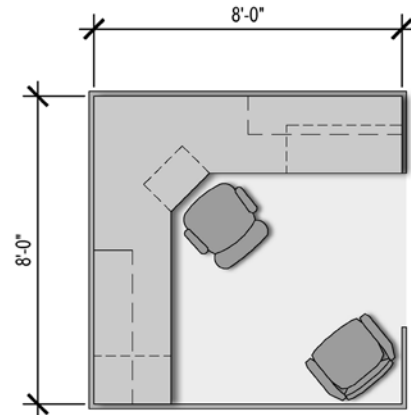
The following explains the methodology for calculating and applying the area/equipment standards to the expressed needs of the occupants of the building or part thereof.

A. Workstations

In general office areas, the duties inherent in the position determine the type of workstation assigned. Systems workstations provide work surfaces, cabinets and shelves suspended from partitions. The net square feet required for each workstation is determined by adding the physical areas of the work surface(s) to the working space required by the person using the space.



Typical Workstation



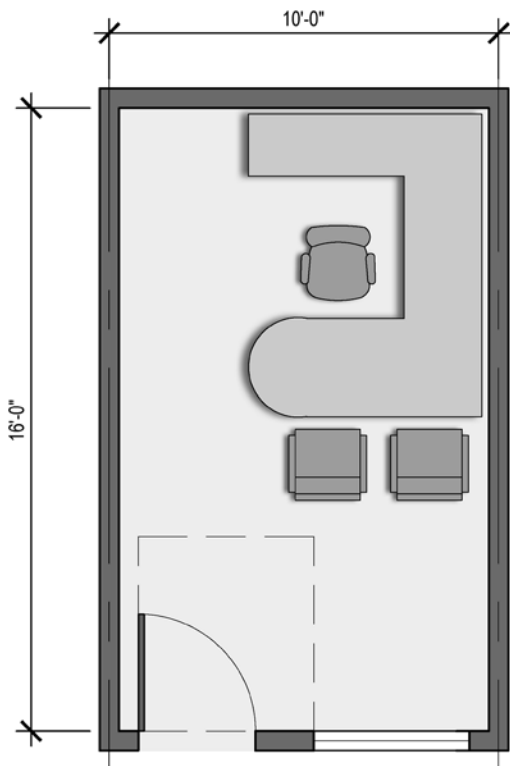
Alternate Workstation

Systems workstations are enclosed with partitions. Although the height of the partitions will be determined by the space planner and the client, it is suggested here that at least two, and preferably three, partition heights be considered when the system manufacturer is selected. This will permit the space planner to exercise some discretion in assigning workstation partition heights and provide them flexibility to address the needs for privacy, storage and supervision of employees.

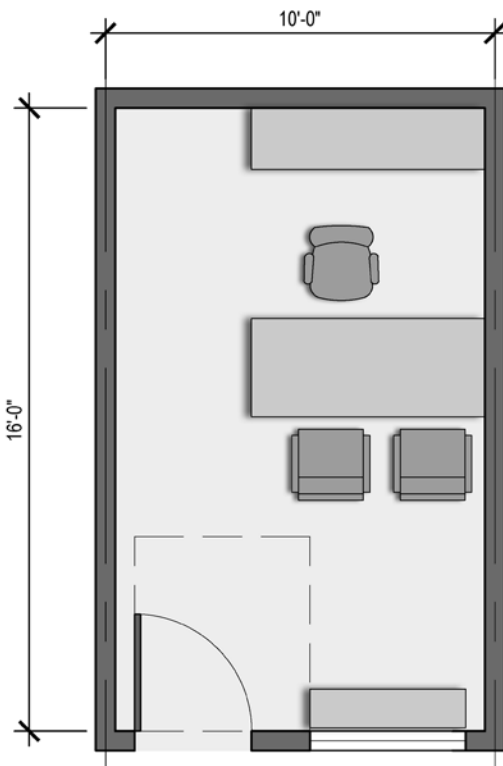
Because of the widespread use of computers in the office environment, workstations have sufficient work surfaces to accommodate them as well as other traditional office equipment. For planning purposes, it must be assumed that all workstations will be equipped with a computer.

B. Private Offices

In assigning offices for personnel, consideration must be given to the nature of the job function, frequency of office conferences, degree of privacy required, and the range of responsibilities associated with the position. It has been assumed that the furniture is functionally appropriate and arranged for the convenience of the individual using it. Private offices are enclosed by full-height walls or partitions and it is assumed that each office occupant will use a computer. To the greatest degree possible, offices should have exterior windows or indirect views to the exterior.



Staff Office

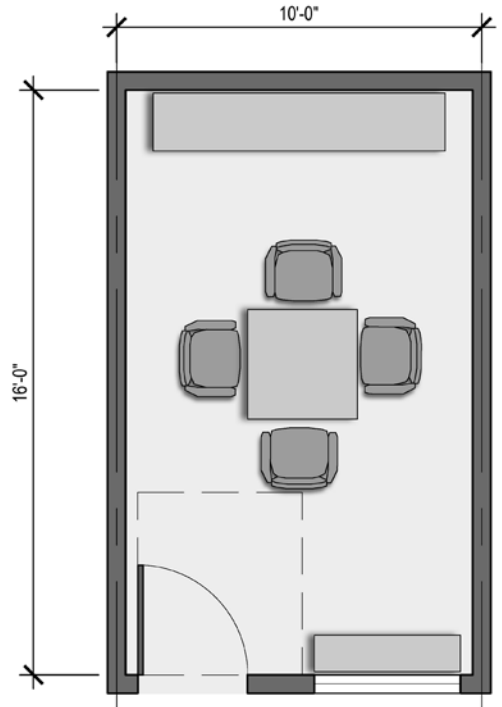


Alternate Staff Office

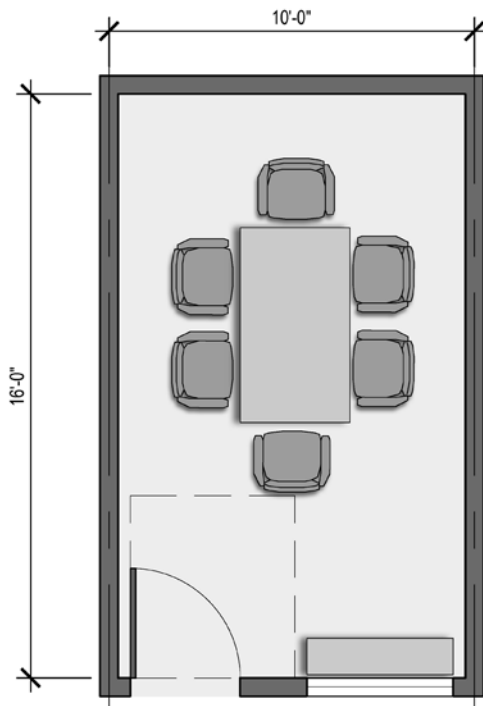
C. Conference and Meeting Rooms

In developing long-range space requirements projections, conference and meeting room needs must be considered. To determine the number and type of rooms required, an analysis of the types of meetings held by various units, the frequency and duration of such meetings, the number of persons attending, and the location and function of the sponsoring department or division.

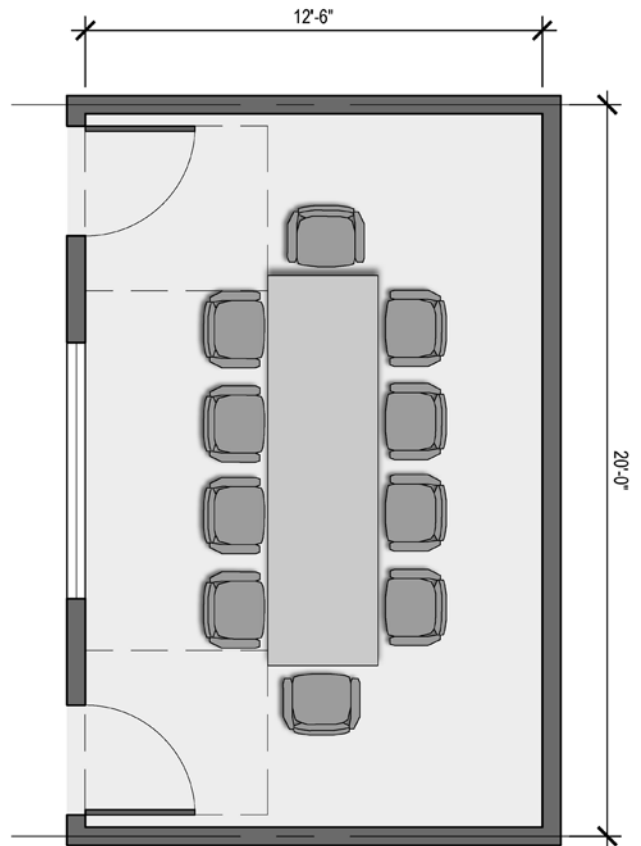
The methods used for calculating the actual room size vary according to use (e.g., whether conference table seating or classroom (row) style seating is appropriate), the number of participants and/or spectators and the degree of flexibility required for multi-purpose use. These requirements are analyzed on a room-by-room basis, and will typically exceed the generally accepted minimum of 15 NSF per occupant.



Small Conference Room



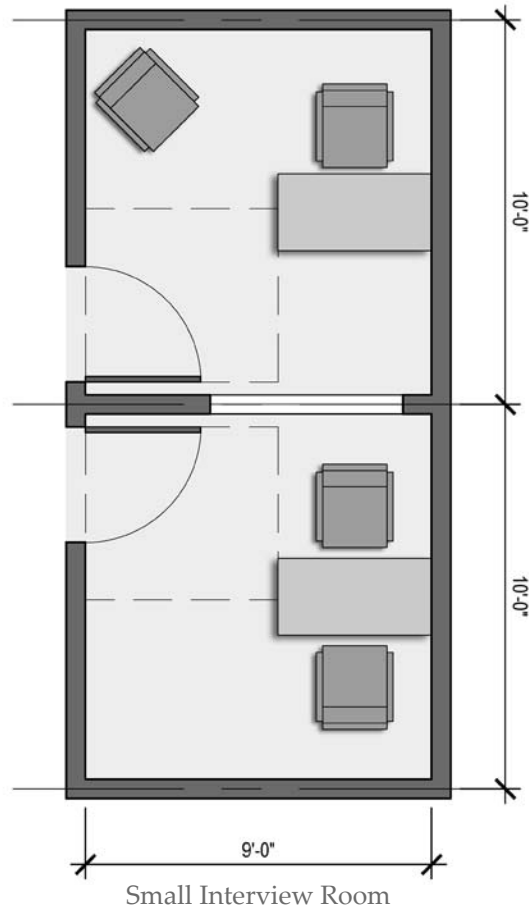
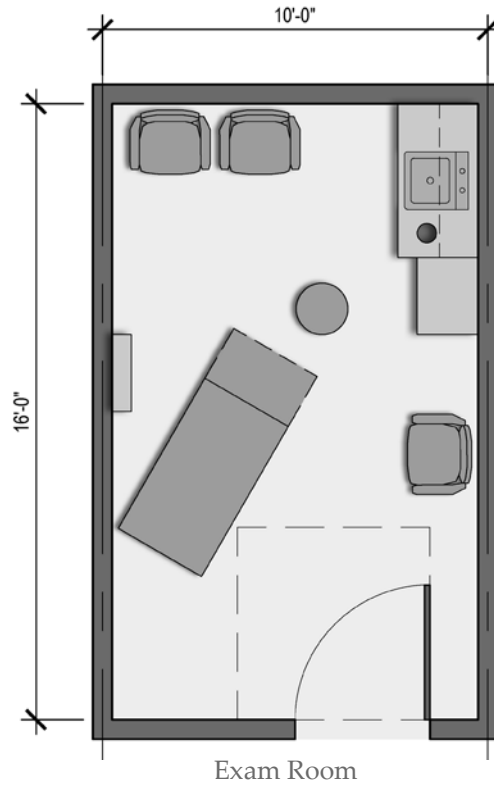
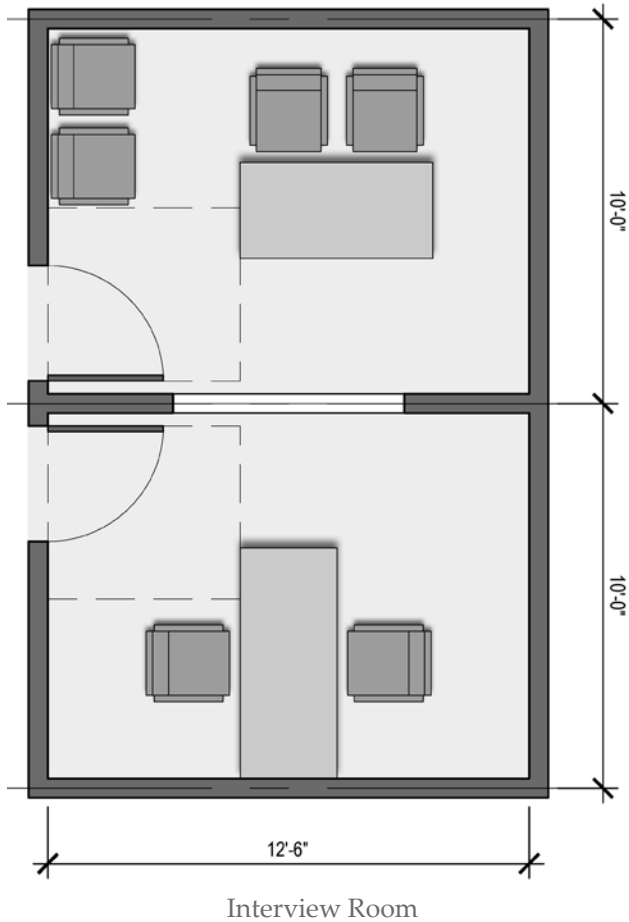
Standard Conference Room



Large Conference Room

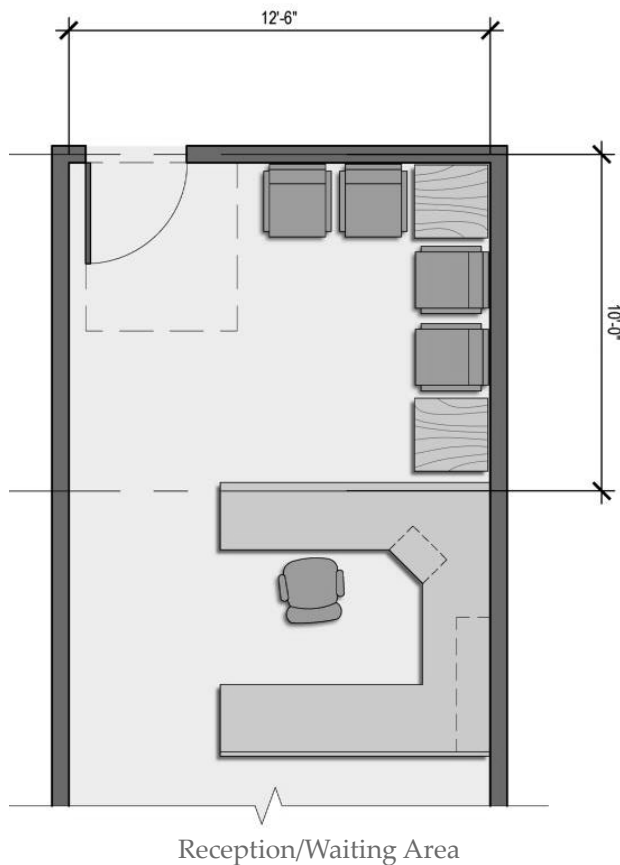
D. Interview Rooms

Interview rooms are small conference rooms designed for 4-6 conference attendees, and are primarily located in areas where privacy is a major concern. The use of shared interview rooms is more space efficient than larger conference rooms or offices. Interview rooms may be used for employee/visitor conferences, internal employee conferences and other small meetings not requiring the utilization of a large conference room. They are also sized the same as private offices if the needs of a department change and conversion to an office at a later date becomes necessary.



E. Reception Rooms and Areas

Reception areas may be perceived as one of two general types: inner reception and outer reception. Either of these may be an enclosed separate area or an open area contiguous with another open area. An inner reception area will generally serve one office or department whereas an outer reception area may serve a group of departments or an entire building (such as a lobby).



F. Restrooms

Restrooms for employees and visitors will typically be part of the building shell when designed by the architect. Special use restrooms and/or showers may also be required in specific areas such as fitness and maintenance areas. The restrooms for employees and visitors are not specifically included in the space programming documents, since they are included in the net-to-gross area calculation factor. The specific use restroom/shower facilities will be identified as specific programmed space in the space programming document under each department.

G. Open Areas

Space requirements for open areas cannot be uniformly analyzed as they can for offices and special use rooms. The major reason for this difference is that one employee in an operational unit may require different equipment and space than another, and an unreasonably large number of standard open areas would be required to accommodate all of the possible variations. Consequently, in order to calculate space requirements for open areas, it is necessary to consider the size of each piece of equipment, employee workstation, public counter and reception area that is to be accommodated, as well as access space for employees and visitors.

1. Workcounters

Space allocated to a workcounter position includes the area required for the counter and access to one or both sides of the counter. Whenever additional public space is required for waiting, writing, etc., such space should be calculated separately.

2. Public Counters

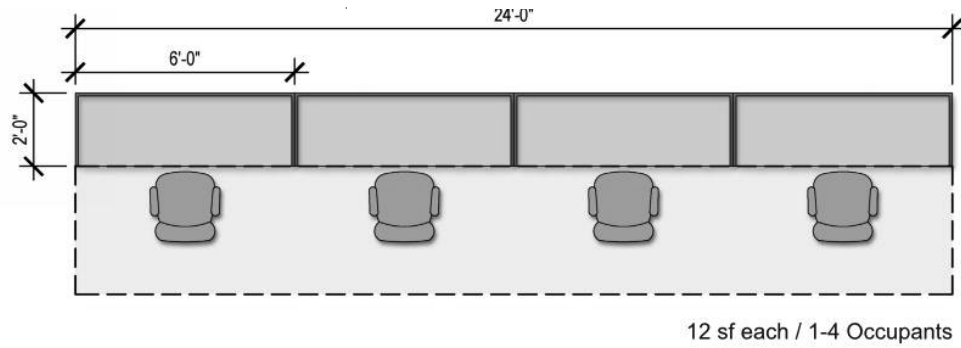
Public counters are distinguished from workcounters to ensure that it is clearly understood that the former is utilized for transactions between staff and public visitors to an operational unit, while the latter is utilized by and between employees in the unit.

3. Equipment in Open Areas

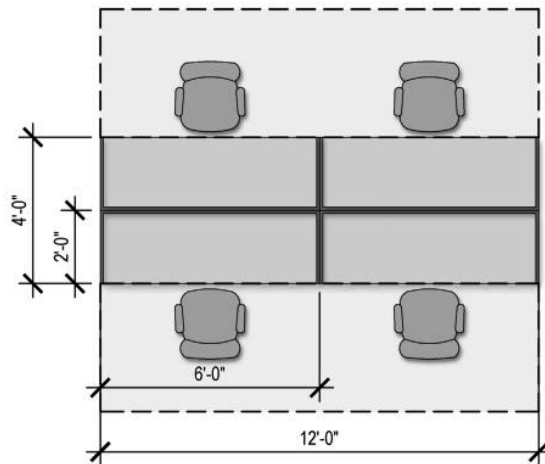
There are two considerations in determining the space requirements for a particular piece of equipment; (1) the area occupied by the piece of equipment; and (2) the access space required for the equipment user or operator or for maintenance of the equipment. The total space required by each piece of equipment is determined by first identifying the actual size of the equipment and then the access space required for safe and efficient operation.

In some cases access space has been determined from experience in developing physical layouts for facilities, both government and private sector. Space for non-standard items, specialized equipment, and built-in units is calculated on an individual item-by-item basis.

In order to allocate space for personnel, it is necessary to know the types and sizes of equipment required for the performance of their duties and the amount of space occupied by each item or combination of items. Typically, a substantial difference is found in offices between equipment requirements and equipment actually in use. Many items tend to remain in units after they are no longer required or have become obsolete. Conversely, personnel may lack the equipment required to perform their duties effectively.



Visiting Touch Down Area



12 sf each / 1-4 Occupants

Visiting Touch Down Area

Over time, if obsolete equipment is replaced by standard items, purchasing procedures will be greatly simplified. Furthermore, future moves within a building will be facilitated because equipment can be interchanged among various operational units as needs expand or contract. When equipment or furniture replacement is required, it is recommended that modular furniture workstation and private office furniture components which conform to the dimensions of the original manufacturers system shall be utilized. New tables, storage cabinets, shelving shall conform to the dimensions shown. Lateral files are preferred in most office settings today because they are more space efficient than conventional files.

H. Special Use Rooms

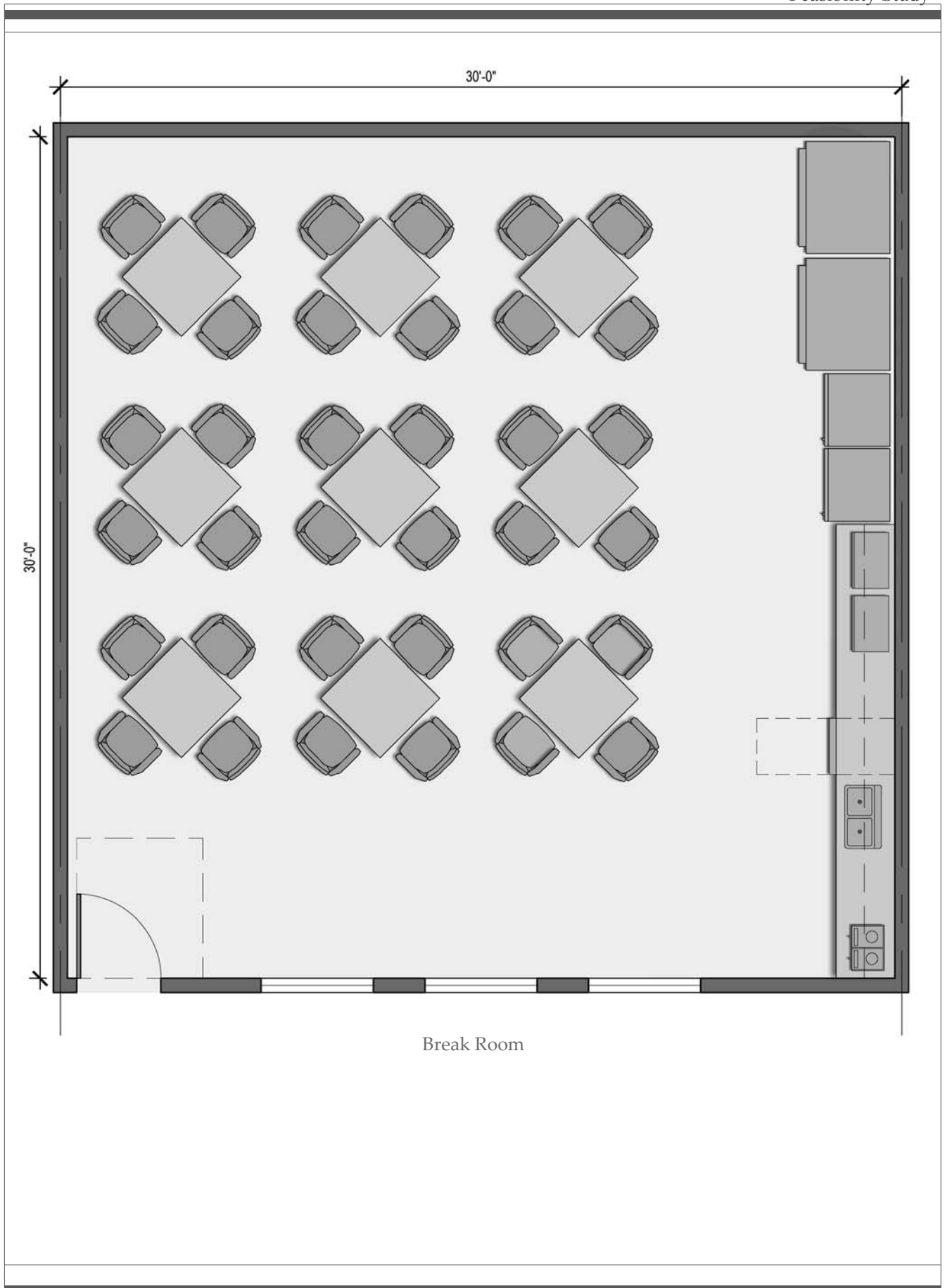
Some activities and office functions, other than those mentioned above are best located in enclosed rooms rather than open areas. Factors that impact this determination include the type of activity, furniture and equipment, the need for acoustical privacy or privacy,

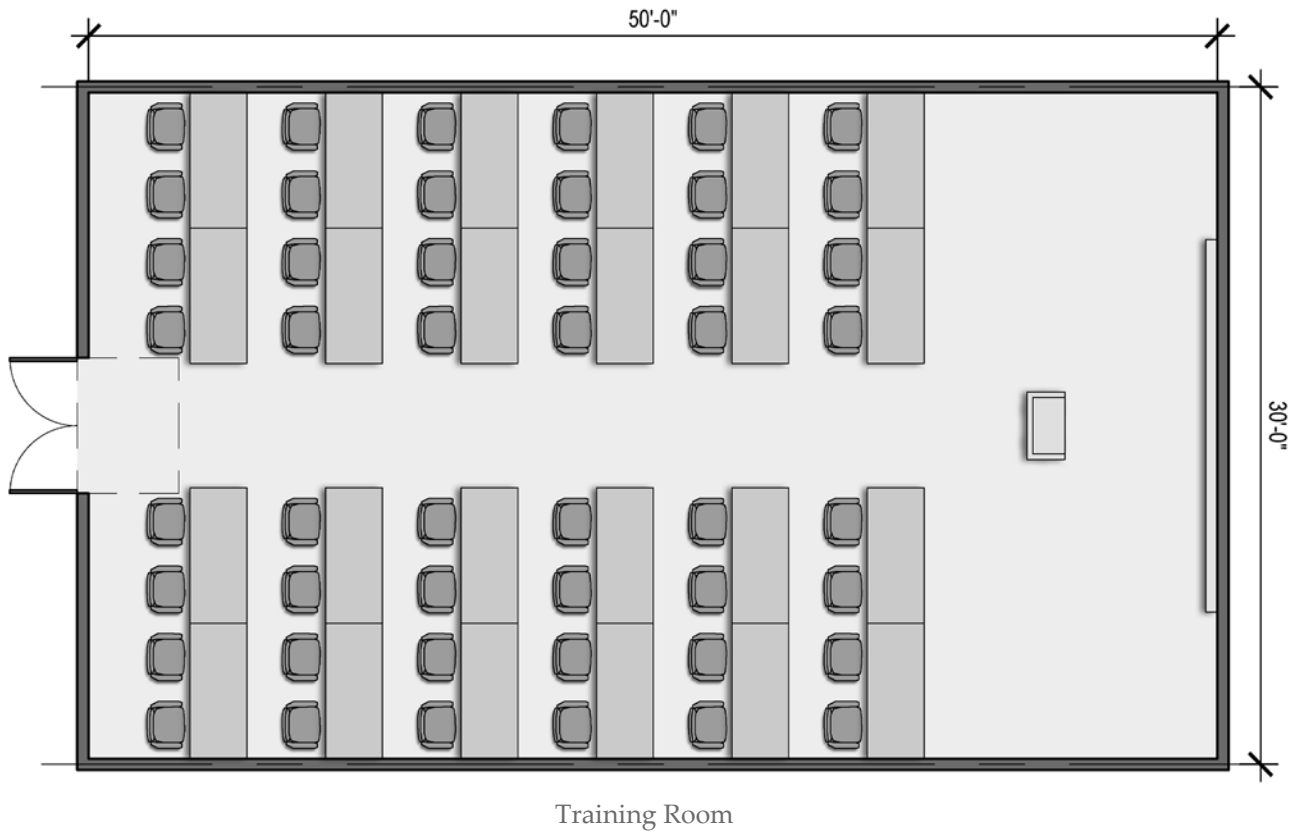
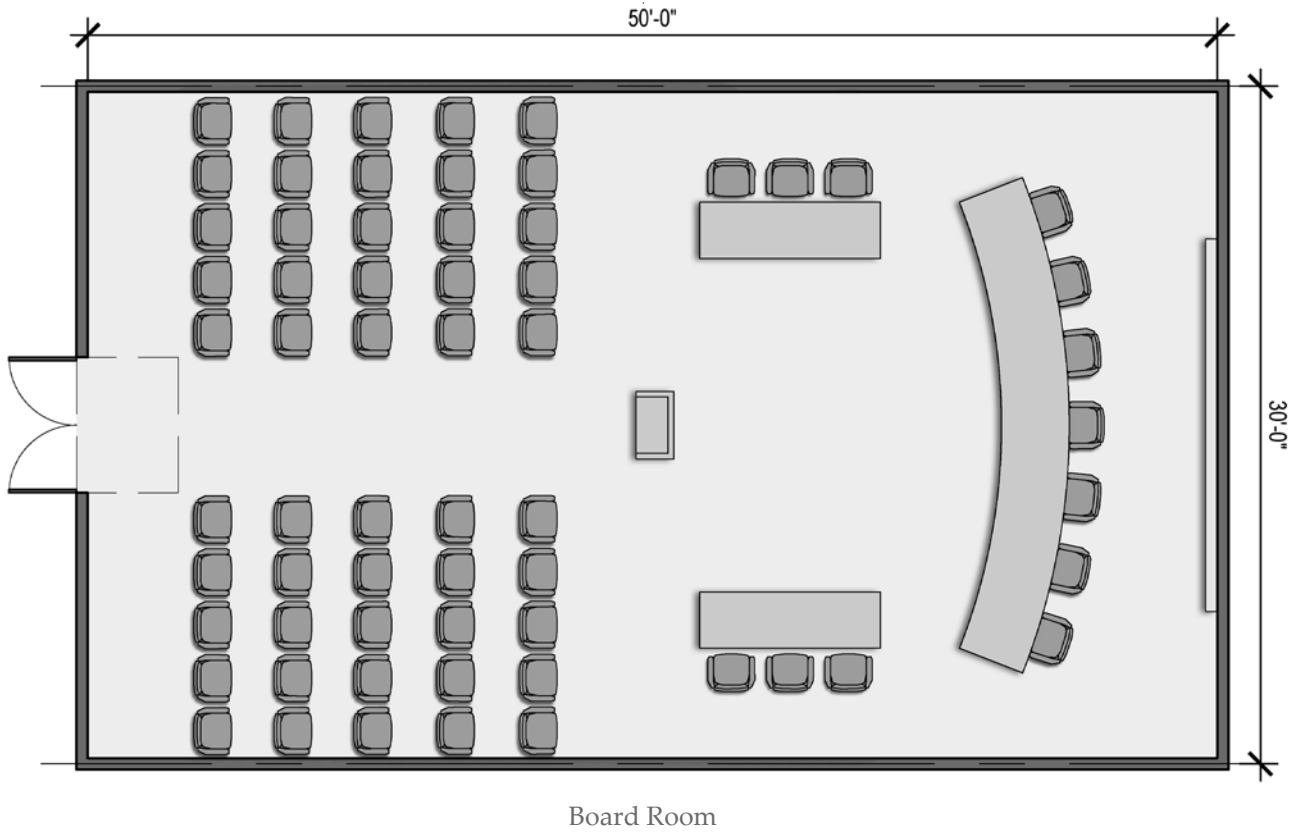
and the relationship of the space to adjoining functions and personnel.

These special use rooms are calculated by first adding the space required by the workstations and equipment to be housed. The space is then increased to provide adequate ADA access and circulation. For the purpose of establishing a space budget, odd shaped or narrow configurations are not used.

Recognizing that space allocation economies can be achieved when a special use room will house many identical equipment units, rough preliminary plans or special area sketches of such rooms may need to be drawn to scale to verify the adequacy of the room dimensions.

Special use rooms may include secure file or storage rooms, libraries or reading rooms, testing/training rooms, lounges or food service rooms, or specialized activity rooms such as for accounting officers, clerks, cashiers and similar functional spaces.





4. Facility Management Guidelines

FACILITY MANAGEMENT GUIDELINES

These guidelines provide general principles of facility planning and management for a new or renovated Mono County Government Center. The application of these principles is more difficult and less efficient in a renovated building due to the existing constraints governing the design of the facility. The underlying concepts upon which the guidelines are based include:

- A. Standardization of workplace assignments so that personnel who perform the same or similar tasks are provided with substantially identical space.
- B. Efficient and timely re-assignment of staff without the disruption and costs of renovation and/or furniture relocation.
- C. Creation of a work environment that enhances employee morale and productivity and maximizes their ability to provide necessary services to the public.

Facility management guidelines are intended as policy statements, not mandatory rules. They are structured to permit flexibility to meet changing conditions, new legislation, technological advances, special needs and financial constraints that may arise in the future. The following are significant guidelines deemed appropriate for a government center and similar buildings.

- A. **Space Standards**
The space standards provide for workstation and private office sizes based on two factors: (1) The proposed occupant's functional requirements and (2) the proposed occupants position or job title. Exceptions exist for positions that have unique requirements (drafting tables, specific equipment, etc.), positions that require only infrequent use of a workstation, and for positions that may require private offices for discussion of confidential issues or security reasons.
- B. **Conversion to Systems Furniture**
As a general rule, the facility is envisioned to be equipped with new modular furniture systems furniture. Existing furniture of the same type that is in good repair, aesthetically appropriate and consistent with the new systems may be integrated into the facility or made available to other facilities within the County.
- C. **Private Office Assignment**
Enclosed private offices will be assigned to those with special needs for confidentiality, security or acoustical privacy. The privacy needs of other staff will be ac-

commodated with acoustical systems furniture panels and distributed conference rooms.

- D. **Location of Offices**
Private offices will generally be located on the building perimeter with windows and as space planning issues may dictate.
- E. **Daylighting**
Natural daylight should be provided in spaces wherever possible. Perimeter offices will be arranged in small clusters to allow natural light into the open work areas or the exterior offices will be provided with interior windows to allow natural light to penetrate to the interior.
- F. **Interior Glazing**
Private offices and conference rooms should be constructed with sidelight or clerestory windows on the wall facing the open space to permit vision into the room and also to maximize natural light penetration into the office.
- G. **Shared Support Space**
The following types of spaces should be shared by departments and/or divisions on the same floor whenever possible.
 - 1. Coffee Areas
 - 2. Reception Areas
 - 3. Conference Rooms
 - 4. Fax machines, printers and related supplies will be located in support modules dispersed within the systems workstations.
 - 5. Large printers and related machines for high-volume printing will be located in workrooms.
 - 6. Break Areas/Lounge
Large conference rooms will generally be located near a reception area close to stairs and/or elevators and will be shared by all departments. A central reservation system will allow maximum utilization of these shared rooms. Video conferencing capability should be provided in all large conference and training rooms.
- H. **Records Storage**
Records are to be maintained in accordance with State Statute. All records which do not require daily access should be stored in an inactive storage area, possibly located in an unfinished area of the building, basement or preferably off-site. Archive record storage should

be provided in an off-site facility, not in premium office space. Purging of files should be accomplished on a regular basis. An analysis of records which can be stored digitally should be performed to further minimize the space required for this function.

- I. Surplus Storage
Surplus furniture and equipment should be moved out of the office space to an off-site warehouse facility on a regular basis.
- J. Break Area/Staff Lunchroom
A staff break area/staff lunchroom will be provided in a central location to accommodate the employees. The room will be collocated with a readily accessible outdoor patio area.
- K. Visitor Workstations and/or Office
Workspace for consultants, visiting employees, temporary help and contract employees shall be provided where needed, generally in open workstations. Small open conference rooms can also be used for this purpose on a short-term basis.
- L. Custodial Services
Primary custodial staff workspace and supply storage will be centralized in the building supported by janitor closets on each floor.
- M. Mail Processing
A centralized mail processing center will be included to handle all incoming and outgoing mail.
- N. Department Boundaries/Compartmentalization
Specific perimeter boundaries or walls between departments will be minimized in an open plan office environment except where required by code or for security reasons. However, when appropriate, departments will be permitted to establish individual identities through the use of graphics, signage and limited dividing surfaces. A building wide signage plan should be developed to address the consistency and ease of wayfinding for the employees and visitors to the building.
- O. Technology
The building should provide robust technology systems in the areas of video, voice, data and networking communications and security. An IT Server Room with emergency power service and a separate Emergency Operations Center shall be provided.
- P. Security Center and System
Although all buildings should be open and inviting to the public, security and protection for visitors and occupants must be addressed. The administration building should have a central security control center located near the main public entrance. Only one main public entrance will be provided. Supplemental entrances controlled by an electronic card key system may be

made available for employees. All security systems will be monitored in the security center, which may also serve as a fire control and building management center. Closed circuit TV, door status alarms, motion detectors, and panic buttons should be included as part of the basic security system design. The design of the main entrance and lobby should provide for the future addition of security system enhancements.

- Q. Durability and Maintenance
Public buildings are typically subjected to a high level of use by large volumes of visitors and constant staff activity in densely planned office space. The County will strive to achieve a long useable life for its new facilities, often well in excess of 50 years, and must commit to providing maintenance in a consistent and effective manner. Materials that are durable, require minimum maintenance, and, if required can be easily replaced will be considered and reviewed throughout the design and construction process.
- R. Green Building and Energy Efficiency Issues
Building materials that protect the environment and conserve energy and resources will be used in new facilities as much as possible as long as their use is reasonably cost-effective as demonstrated through life-cycle cost analysis. They must also be consistent with building code and agency functional requirements. The County is committed to sustainable building goals and ideals in the construction of new facilities to create healthy working environments for their faculty and staff.

Energy-efficiency should be paramount in the consideration of a long-term solution for the County. While the statistics vary based on size, type and location of the building, it is generally accepted that the long-term energy costs of a facility are 3-5 times their initial capital cost.
- S. Recycling
Recycling of paper, plastic, glass and metal products will be promoted by locating recycling containers on every floor so they are available for self-disposal by staff, but behind closed doors so they are not visible from corridors and open areas. A central recycle storage area will be provided in any new building service area.
- T. Parking
Although convenient parking for public access is the highest priority, the scale of this project promotes the use of a greater number of smaller, more localized parking areas rather than vast expanses of paving.

5. Space Requirements

The following Space Program was developed to analyze the floor area required, regardless of its location, although the space requirement for the remodeling option of the Sierra Center Mall is likely higher due to the existing building constraints. In developing these projections, a net-to-gross area factor of 58% was used. Similar new public administration buildings often have circulation factors greater than this because they are provided with more generous public spaces due to their heavy visitor traffic which we felt wasn't necessary for Mono County.

The gross area factor applied to this analysis includes the thickness of exterior and interior walls, mechanical shafts, restrooms, mechanical and electrical rooms, stairs, elevators and similar circulation spaces.

We provided options as follows: (1) uniform private offices of 10' x 15' (150 NSF); and (2) a separate space program for the Town of Mammoth. It was assumed that there would be shared spaces benefitting both tenants, such as a lobby, reception area, large meeting room, public restrooms, etc.

Mono County Mammoth Lakes Facility Space Program (10 x 15 offices)

Date: 16 May 2016

Legend

- Spaces requirements pending final approval
- Spaces requirements approved

ADMINISTRATION

1. County Administration	Occupancy	NSF	NSF/ Occupancy	QTY	Total NSF	Status	Notes
Reception and Waiting Area	4	120		1	120		Administrative Assistant and seating for 3 guests. Shared with Board of Supervisors
Information Display Area (in Reception)		50		1	50		
CAO Office	1	150		1	150		Leslie Chapman
Staff Office	1	150		1	150		HR / Risk Management
Staff Office (future)	1	150			0		
Workstation	1	64			0		
Workstation (future)	1	64			0		
Conference Room	10	240		1	240		10 seat conference table, acoustical privacy, video conferencing equipment.
Print / Copy Area	0	24		1	24		
				0	0		
Total County Administration:					734		

2. Board of Supervisors	Occupancy	NSF	NSF/ Occupancy	QTY	Total NSF	Status	Notes
Staff Office	1	150		1	150		Shared office for use by County Supervisors.
Staff Office (future)	1	150			0		
Workstation	1	64		2	128		
Workstation (future)	1	64			0		
					0		
Total Board of Supervisors:					278		

3. County Counsel	Occupancy	NSF	NSF/ Occupancy	QTY	Total NSF	Status	Notes
Reception and Waiting Area	3	120		1	120		Administrative Assistant plus seating for 2 guests.
Staff Office	1	150		4	600		Stacy Simon plus 3 attorneys, acoustical privacy
Staff Office (future)	1	150		0	0		
Workstation	1	64		1	64		Intern
Workstation (future)	1	64		0	0		
Conference Room		150	30	1	150		4-6 seat conference table with shelving for law library, acoustical privacy
Storage Room		150		1	150		
Print / Copy Area		24		1	24		
				0	0		
Total County Counsel:					1,108		Acoustical privacy and secure entry into office.

3. Information Technology	Occupancy	NSF	NSF/ Occupancy	QTY	Total NSF	Status	Notes
Reception and Waiting Area					0		
Staff Office	1	150		1	150		Nate Greenberg
Staff Office (future)	1	150			0		
Workstation	1	64		7	448		
Workstation (future)	1	64			0		
Conference Room		150		1	150		
Storage Room		200		1	200		
Print / Copy Area		24		1	24		
Staging Area		100		1	100		
Server Room		150		1	150		200A service to service room plus emergency power.
					0		
Total Information Technology:					1,222		

Total Administration: 3,342

Mono County Mammoth Lakes Facility Space Program (10 x 15 offices)

Date: 16 May 2016

Legend

	Spaces requirements pending final approval
	Spaces requirements approved

CRIMINAL JUSTICE

1. District Attorney	Occupancy	NSF	NSF/ Occupancy	QTY	Total NSF	Status	Notes
Reception and Waiting Area	4	120		1	120		Administrative Assistant plus seating for 3 guests.
Staff Office	1	150		4	600		Tim Kendall plus 3 attorneys, acoustical privacy
Staff Office (future)	1	150			0		
Workstation	1	64			0		
Workstation (future)	1	64			0		
Conference Room	10	240	30	1	240		10 seat conference table, acoustical privacy
Storage Room		150		1	150		
Print / Copy Area		24		1	24		
MCIU Interrogation Room		160		1	160		Dual purpose CPS interview room.
MCIU Office		150		2	300		
MCIU Workstation		64		3	192		
MCIU Exterior Secure Vestibule		64		1	64		
MCIU Evidence Room		150		1	150		Masonry secure room, evidence locker, keypad entry.
					0		
Total District Attorney:					2,000		Note: Bullet resistive enclosure required around office perimeter.

2. Probation	Occupancy	NSF	NSF/ Occupancy	QTY	Total NSF	Status	Notes
Reception and Waiting Area	2	120		2	240		Separate adult from juvenile visitors. 2 reception areas better
Staff Office	1	150		0	0		
Staff Office (future)	1	150		0	0		
Workstation	1	64		5	320		
Workstation (future)	1	64		1	64		
Conference Room	10	240		1	240		10 seat conference table
Interview Room	4	150		1	150		4-6 seat conference table
Storage Room		150		1	150		
Print /Copy Area		24		1	24		
					0		
					0		
Total Probation:					1,188		Bullet resistive enclosure.

Total Criminal Justice:

3,188

DEVELOPMENT / REGULATORY

1. Community Development	Occupancy	NSF	NSF/ Occupancy	QTY	Total NSF	Status	Notes
Reception and Waiting Area	5	150		1	150		Administrative Assistant plus seating for 3 guests. Plan Counter, Permit Tech.
Staff Office	1	150		3	450		Director, Building Official, Accounting
Staff Office (future)	1	150			0		
Workstation	1	64		7	448		2 planners, 2 analysts, 1 inspector, 1 code enforcement, 1 intern
Workstation (future)	1	64		3	192		inspector, analyst, planner
Conference Room	15	240	30	1	240		
Storage Room		150		1	150		
Print / Copy Area		24		1	24		
Plan Storage Room		150		1	150		
					0		
					0		
Total Community Development:					1,804		

2. Economic Development	Occupancy	NSF	Occupancy	QTY	Total NSF	Status	Notes
Reception and Waiting Area	3	120		1	120		Administrative Assistant plus seating for 2 guests.
Staff Office	1	150		1	150		Alicia Venmos, Director
Staff Office (future)	1	150		1	150		
Workstation	1	64		1	64		
Workstation (future)	1	64		1	64		
Conference Room					0		
Storage Room		150		1	150		
Print / Copy Area		24		1	24		
					0		
Total Economic Development:					722		

Total Development / Regulatory:

2,526

Mono County Mammoth Lakes Facility Space Program (10 x 15 offices)

Date: 16 May 2016

Legend	
	Spaces requirements pending final approval
	Spaces requirements approved

PUBLIC WORKS

1. Engineering	Occupancy	NSF	Occupancy	QTY	Total NSF	Status	Notes
Reception and Waiting Area					0		
Staff Office	1	150		1	150		
Staff Office (future)	1	150			0		
Workstation	1	64		1	64		
Workstation (future)	1	64		3	192		
Conference Room		150		1	150		
Storage Room				0	0		
Print / Copy Area		24		1	24		
					0		
					0		

Total Public Works: 580

Total Public Works: 580

HEALTH AND HUMAN SERVICES

1. Emergency Medical Services	Occupancy	NSF	Occupancy	QTY	Total NSF	Status	Notes
Staff Office	1	150		1	150		Rob DeForest
					0		
					0		

Total Emergency Medical Services: 150

2. Environmental Health	Occupancy	NSF	Occupancy	QTY	Total NSF	Status	Notes
Staff Office	1	150		1	150		Louis Molena
Staff Office (future)	1	150			0		
Workstation	1	64		4	256		
Workstation (future)	1	64		0	0		
Print / Copy Area		24		1	24		
Small Workstations (touch down)	1	12		2	24		Contractors Workstations
Storage Room		150		1	150		
					0		

Total Environmental Health: 604

3. Behavioral Health	Occupancy	NSF	Occupancy	QTY	Total NSF	Status	Notes
Reception and Waiting Area	8	175		1	175		8 seats for guests.
Staff Office	1	150		7	1,050		Director, 4 Psych Specialist, 2 AOD Counselors, 2 Case Mgr.
Staff Office (future)	1	150		0	0		
Workstation	1	64		7	448		QA,
Workstation (future)	1	64		0	0		
Interview Room		150		0	0		
Conference Room		240		0	0		
Group Therapy Room	50	1,475		0	0		Shared Training / Board Room
Wellness Center				0	0		Offsite
Telepsychiatry Room		150		1	150		
Kids Play Therapy Room		150		1	150		
Print / Copy Area		24		1	24		

Total Mental Health: 1,997

4. Public Health	Occupancy	NSF	Occupancy	QTY	Total NSF	Status	Notes
Reception and Waiting Area	8	175		1	175		Administrative Assistant plus seating for 6-8 guests.
Staff Office	1	150		10	1,500		Linda Salcedo, Physician, 4 nurses, 3 WIC offices, CHDP/CCS,
Staff Office (future)	1	150		0	0		
Workstation	1	64		2	128		
Workstation (future)	1	64		1	64		Future contractor workstation.
Storage Room		150		2	300		
Exam Room		150		2	300		
Print / Copy Area		24		1	24		
Lactation Room		64		1	64		
					0		

Total Public Health: 2,555

5. Social Services	Occupancy	NSF	Occupancy	QTY	Total NSF	Status	Notes
Reception and Waiting Area	8	175		1	175		Administrative Assistant (Alexis) plus seating for 8 guests.
Staff Office	1	150		8	1,200		Kathy Peterson (Dir.), 2 Program Managers, 1 Bus. Mgr., 2 Staff Service Analysts, 2 Supervisors
Staff Office (future)	1	150		0	0		
Workstation	1	64		18	1,152		7 Eligability Workers, 7 Social Workers, 1 Case Worker, 3 Support Staff
Workstation (future)	1	64		1	64		Future Support Staff
Conference Room	10	240		1	240		10 seat conference table, acoustical privacy.
Small Conference Room (Interview Rooms)	4	150		4	600		4 seat conference table, acoustical privacy.
Storage Room		150		3	450		
Print / Copy Area		24		2	48		
Food Pantry		300		1	300		
					0		

Total Social Services: 4,229

Physical security separating lobby from office area. Electric strike.

Total Health and Human Services: 9,535

Mono County Government Center
Feasibility Study

Mono County Mammoth Lakes Facility Space Program (10 x 15 offices)

Date: 16 May 2016

Legend

	Spaces requirements pending final approval
	Spaces requirements approved

FINANCE

1. Assessor	Occupancy	NSF	NSF/ Occupancy	QTY	Total NSF	Status	Notes
Reception and Waiting Area					0		
Staff Office	1	150		1	150		Dave Rodriguez
					0		
					0		

Total Assessor: 150 Locate in Administration area.

Total Development / Regulatory:

150

SHARED SPACES

1. Shared Spaces	Occupancy	NSF	NSF/ Occupancy	QTY	Total NSF	Status	Notes
Lobby and Reception Area		1,200		1	1,200		
Training Room / Board Room	50	1,475	20	1	1,475		Occupancy of 50 in classroom configuration.
Caucus Room	10	240		1	240		Access directly off Training / Board Room. 10 seat conference table.
Training Room Storage		200		1	200		Access directly off Training / Board Room.
Kitchen		350		1	350		Access directly off Training / Board Room.
Mail Room		150		1	150		
Break Room		885		1	885		Access directly off Kitchen.
Visiting Offices		150		2	300		
Visitor Touch Down Area	1	12		4	48		4" wide x 2' deep workstations for visitor use.
Conference Room	10	240		1	240		Located directly off Lobby.
					0		
					0		

Total Shared Spaces: 5,088

2. Building Support Spaces	Occupancy	NSF	NSF/ Occupancy	QTY	Total NSF	Status	Notes
Loading Dock		200		1	200		
Loading Storage and Staging Area		300		1	300		
					0		

Total Building Support Spaces: 500

Total Shared Spaces:

5,588

Total Net Floor Area					24,909	NSF	
Total Gross Floor Area (Net to Gross Ratio 58%)					42,947	GSF	

Town of Mammoth Town Hall Facility Space Program

Legend

	Spaces requirements pending final approval
	Spaces requirements approved

ADMINISTRATION

1. Town Managers Office	Occupancy	NSF	NSF/ Occupancy	QTY	Total NSF	Status	Notes
Reception and Waiting Area	3	120		1	120		
Town Managers Office	1	225		1	225		Dan Holler
Staff Office	1	150		2	300		1 staff plus 1 visiting council member
Staff Office (future)	1	150		0	0		
Workstation	1	64		1	64		
Workstation (future)	1	64		0	0		
Conference Room	15	400		1	400		15 seat conference table, acoustical privacy, video conferencing equipment.
Print / Copy Area	0	50		1	50		Shared with other departments
				0	0		
Total Town Managers Office:					1,159		

2. Personnel	Occupancy	NSF	NSF/ Occupancy	QTY	Total NSF	Status	Notes
Staff Office	1	150		1	150		HR Manager
Staff Office (future)	1	150		1	150		HR Analyst
Workstation	1	64		0	0		
Workstation (future)	1	64		0	0		
				0	0		
Total Personnel:					300		

3. Town Clerk	Occupancy	NSF	NSF/ Occupancy	QTY	Total NSF	Status	Notes
Staff Office	1	150		1	150		Stacy Simon plus 3 attorneys, acoustical privacy
Staff Office (future)	1	150		0	0		
Workstation	1	64		0	0		
Workstation (future)	1	64		0	0		
Conference Room	10	350	30	0	0		
Storage Room		300		1	300		Fireproof vault
Print / Copy Area		50		0	0		
				0	0		
Total Town Clerk:					450		

4. Finance	Occupancy	NSF	NSF/ Occupancy	QTY	Total NSF	Status	Notes
Staff Office	1	150		5	750		Finance Manager, Revenue Manager, Finance Director, AP, Payroll
Staff Office (future)	1	150		1	150		
Workstation	1	64		4	256		
Workstation (future)	1	64		0	0		
Conference Room (small)	6	150		1	150		
Storage Room		300		1	300		
Print / Copy Area		50		1	50		
				1	0		
Total Finance:					1,656		

Total Administration: 3,565

PARKS AND RECREATION

1. Parks and Recreation	Occupancy	NSF	NSF/ Occupancy	QTY	Total NSF	Status	Notes
Reception and Waiting Area	4	120		1	120		Administrative Assistant plus seating for 3 guests.
Staff Office	1	150		4	600		
Staff Office (future)	1	150		0	0		
Workstation	1	64		1	64		
Workstation (future)	1	64		0	0		
Conference Room	10	240	30	0	0		
Storage Room		150		1	150		
Print / Copy Area		50		0	0		
				0	0		
				0	0		
Total Parks and Recreation:					934		

Total Parks and Recreation: 934

Town of Mammoth Town Hall Facility Space Program

Legend

	Spaces requirements pending final approval
	Spaces requirements approved

ENGINEERING

I. Engineering	Occupancy	NSF	NSF/ Occupancy	QTY	Total NSF	Status	Notes
Reception and Waiting Area	4	120		1	120		Administrative Assistant plus seating for 3 guests.
Staff Office	1	150		6	900		
Staff Office (future)	1	150			0		
Workstation	1	64		2	128		
Workstation (future)	1	64			0		
Conference Room	10	240	30	1	240		
Storage Room		150		2	300		
Print / Copy Area		100		1	100		
Plan Storage Room		300			0		
					0		
					0		

Total Engineering: 1,788

Total Development / Regulatory: 1,788

PLANNING, BUILDING AND CODE ENFORCEMENT

I. Public Works	Occupancy	NSF	NSF/ Occupancy	QTY	Total NSF	Status	Notes
Reception and Waiting Area					0		
Staff Office	1	150		8	1,200		
Staff Office (future)	1	150		1	150		
Workstation	1	64		3	192		
Workstation (future)	1	64		1	64		
Conference Room	10	240		1	240		
Storage Room		150		2	300		
Print / Copy Area		50		1	50		
					0		
					0		

Total Public Works: 2,196

Total Public Works: 2,196

SHARED SPACES

1. Shared Spaces	Occupancy	NSF	NSF/ Occupancy	QTY	Total NSF	Status	Notes
Lobby and Reception Area		800		1	800		
Training Room / Board Room	50	1,475	20	1	1,475		Occupancy of 50 in classroom configuration.
Caucus Room	10	240		1	240		Access directly off Training / Board Room. 10 seat conference table.
Training Room Storage		200		1	200		Access directly off Training / Board Room.
Kitchen		200		1	200		Access directly off Training / Board Room.
Mail Room		200		1	200		
Break Room		200		2	400		Access directly off Kitchen.
Conference Room		300		1	300		Located directly off Lobby.
					0		
					0		

Total Shared Spaces: 3,815

2. Building Support Spaces	Occupancy	NSF	NSF/ Occupancy	QTY	Total NSF	Status	Notes
Loading Dock		200		1	200		
Loading Storage and Staging Area		300		1	300		
					0		

Total Building Support Spaces: 500

Total Shared Spaces: 4,315

Total Net Floor Area					12,798	NSF	
Total Gross Floor Area (Net to Gross Ratio 58%)					22,066	GSF	

6. Facility Assessment

An existing facility assessment was performed to evaluate the Sierra Center Mall for its suitability as an administrative office for the County for the long-term. The primary goal, as previously stated, is to consolidate all South County offices under one roof for efficiency. Mechanical and electrical engineers with extensive experience in this facility type were engaged to perform this work, and conducted their review while accompanied by the owner's agent and members of the County staff. A structural investigation was not performed.

On April 26, 2016, Tony Price and Sean Frey with MSA Engineering Consultants conducted an on-site survey of Mono County Administrative Complex. Specifically, areas observed included interior and exterior of building including the majority of common 'house' related areas as well as several Mono County tenant spaces. The narrative below shall briefly describe the conditions of the MPE systems observed.

Mechanical Systems

The building heating, cooling and ventilation system is served by packaged rooftop units and split system direct-expansion (DX) units. The fresh air (also referred to as outside air) is introduced to the spaces through outside air hoods at the packaged rooftop units. The split systems do not have outside air provided and therefore no outside is provided to those spaces. The systems are zoned with multiple units serving groups of rooms, or zones, on each floor. The tenant's server rooms are each cooled by portable cooling units and have no dedicated, server cooling room units. The tenants that have kitchens have their own dedicated grease exhaust fans, makeup air units and packaged rooftop units.

Each restroom on the north end of the building has its own dedicated exhaust fan. The fans for the first floor units have been replaced to inline exhaust fans located above the main electrical room. The garage has an exhaust system that serves the parking area, but no carbon dioxide sensors were observed.

a. Space Zoning

The temperature control of the HVAC system is not acceptable to the occupants. The occupants on the east side of the building are the most affected by the temperature swings. In the morning, those occupants experience extreme overheating of their spaces due to the lack of zoning and controls. This is a result of

the units serving too many offices and spaces that have different temperature requirements. With a building being served by packaged rooftop units, it is difficult and often impossible to provide adequate zoning and temperature control. With the limited ceiling space, it would be nearly impossible to add the required systems in order to achieve an acceptable level of control.

The existing server rooms have small portable cooling units serving the cooling needs of these rooms. This will not be adequate if the entire IT infrastructure is moved to this building. A new dedicated split system with redundancy and economizer will be required to serve this room. The economizer would require full-size ductwork to the outdoors which will be challenging in this building.

b. Ventilation Air

The ventilation systems for some of the areas are not installed or are lacking in capacity. Fresh air ventilation is code requirement that is not being met in quite a few spaces of the building. Outside air intakes, louvers and ductwork would need to be added in order to provide adequate and code compliant outside air quantities. An example of one unit is a simple hooded opening cut into the return air ductwork to provide some outside air as shown in Mechanical Image #1. Additionally, all split system DX units have no outside air routed to those units and are therefore not code compliant. It would be difficult to add outside air to those units as they are a floor or two below the roof with no patch to get outside air without cutting in a sidewall intake louver.



Mechanical Image 1 - Hooded outside air intake



Mechanical Image 2 –
Abandoned restroom exhaust fans



Mechanical Image 3 - Restroom exhaust fans

c. Main Electrical Room – First Floor Level:

The main electrical room has HVAC units installed within that are above the working area of much electrical equipment. This equipment is serving the space, but is intruding on the working clearances of the equipment and is an electrical code violation. Much work would need to be performed to relocate this equipment outside the working area or to provide a new dedicated cooling system for this room.

d. Garage

The garage has an exhaust system to protect the occupants from high levels of carbon monoxide in the space. No visible carbon monoxide sensors were observed in the space. Additionally, the exhaust fans and ductwork pull air through the owner storage space at the north end of the garage. The opening between the storage space and the garage is protected by a chain link fence that has tarps attached and thus blocking the airflow to the fans, rendering them useless. The garage is not heated and therefore has exposed piping that may freeze when the temperature drops very low for extended periods of time. This is especially noticeable when the exhaust system is operating, pull in high volumes of cold air into the garage which will drastically reduce the air temperature in the space.

e. Restrooms

Each restroom has its own dedicated exhaust fan. The fans on the first floor were tore out the sidewall and left hanging by the electrical wiring (see Mechanical Image #2). The replacement fans are located in the ceiling of the main electrical room, but the sheet rock was not replaced as required by the electrical code (see Mechanical Image #3). The exhaust fans discharge out the sidewall and onto the adjacent property line. These environmental exhausts must discharge no less than 3' from the property line and is in violation of the code.

f. Roof:

Many issues exist on the roof due to the improper installation of equipment, maintenance and original building design. Many of these items would be very costly to repair or make correct and would make it cost prohibitive to repair all the items.

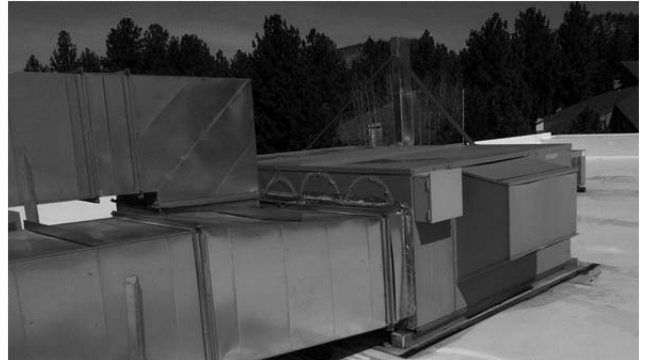
Much of the original roof-mounted ductwork is corroded, cracked and leaks. The water penetrates the ductwork and leaks to spaces below. The solution to this was to cover the ductwork with plastic; while the ductwork really needs to be replaced. See Mechanical Image #4. Due to the climate conditions, it is not recommended to have any exposed roof-mounted ductwork on the building. It would be very difficult to relocate this ductwork to be within the building enve-

lope. Some ductwork is not properly supported and acts as a catch basin for water which eventually rusts the ductwork and leaks through the roof. See Mechanical Image #5.

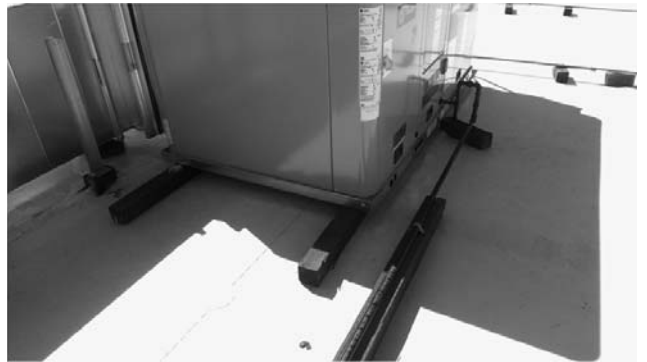
Many of the packaged rooftop units have replaced existing units. The new installation did not provide new curbs, curb adapters or adequate support. The installation of these units is not safe nor is code compliant. It also promotes snow accumulation on the units which reduces unit lifespan and does not allow for the heater to operate correctly. It is recommended that seismically-rated, 30" tall curbs be installed under all units. See Mechanical Images #6, 7, 8 & 9 for examples of improper rooftop installation.

Most of the ductwork on the roof has no seismic bracing and is improperly supported. The installation of the new ductwork is not code compliant with current seismic requirement. Wood blocking is being used to isolate ductwork at the supports in lieu of providing an engineered support system. See Mechanical Images #6 & 10.

There are a few disconnects without covers that are exposing live fuses to weather. These fused disconnects should be in a NEMA-3R rated enclosure to ensure a weather tight seal. See Mechanical Image #11.



Mechanical Image 6 - RTU installed directly on roof



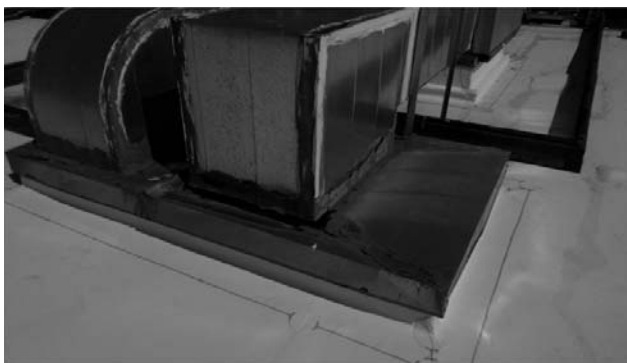
Mechanical Image 7 - RTU installed on 4x4 sleepers with no attachment to structure



Mechanical Image 4 - Plastic wrap on ductwork



Mechanical Image 8 - RTU set on old curb and blocking without adapter and not properly secured to roof



Mechanical Image 5 - Improperly supported ductwork promotes leaks



Mechanical Image 9 - RTU set on old curb and blocking without adapter and not properly secured to roof



Mechanical Image 10 - No seismic bracing of ductwork and improper support



Mechanical Image 11 - No cover on fused disconnect switch



Mechanical Image 12 - Abandoned flue being used for electrical raceway

A couple abandoned b-vent flues have been used as electrical raceways. This allows for rain or snow to fall within the flue and down into the building. This is not a code compliant installation. See Mechanical Image #12.

The building's atrium is not protected by a smoke exhaust system. This system was either never installed or was installed and removed. There are a few abandoned and capped ducts protruding from the roof that may have served this smoke exhaust system. These ducts may also be a building pressure relief system that has been capped and is not functioning properly. The building atrium should be evaluated for compliance and a mechanical and fire alarm system installed to meet the requirements. See Mechanical Image #13.

A packaged rooftop unit has missing outside air intake filters. This will affect the quality of air in the occupied and add more dust/dirt to the working components of the unit, thus reducing the lifespan of the unit. See Mechanical Image #14.

The kitchen grease fan on the south end of the roof discharges directly at the outside air intake of the adjacent packaged rooftop unit. This discharge should be directed away from any intakes in order to meet code requirements. See Mechanical Image #15.

There are many abandoned or unused condensing units and heat pumps left on the roof without being secured as required by code. See mechanical image #16.

The recently replaced and most of the existing RTUs do not have economizers as required by code. This is an enormous energy saving code requirement, especially in this cool climate. See Mechanical Image #7, 8 & 17.



Mechanical Image 13 - Capped and abandoned ductwork on the roof



Mechanical Image 14 - Missing outside air pre-filter



Mechanical Image 16 - Abandoned and unsecured condensing units



Mechanical Image 15 - Grease fan discharges toward outside air intake at RTU



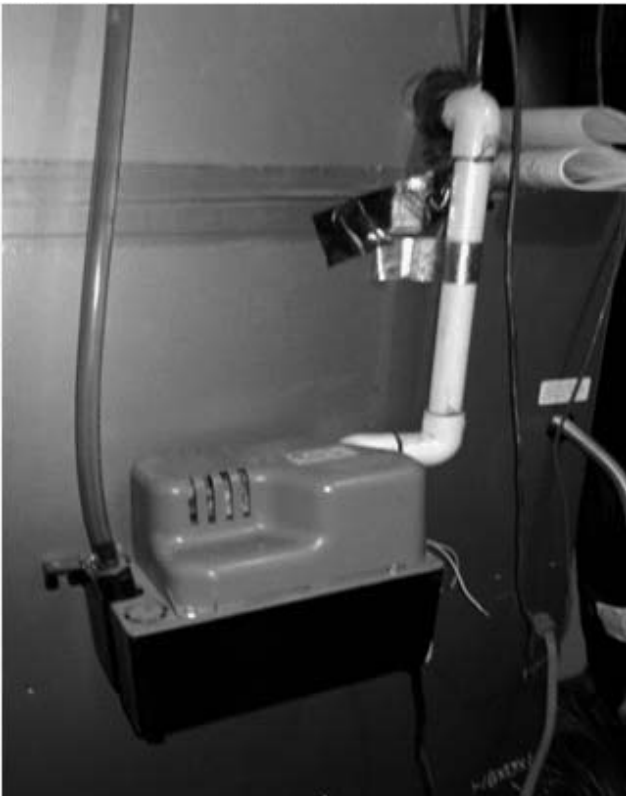
Mechanical Image 17 - No economizer installed on RTU



Plumbing Image 1 - Abandoned piping in the main electric room



Plumbing Image 2 - Water main with backflow and saddle tap connection



Plumbing Image 3 - Condensate is routed to roof, not an approved fixture

Plumbing Systems

The building has an 8" ductile iron main serving the domestic water and fire sprinkler systems. The domestic water service has been repaired and connected to the main with a 2" saddle tap which is routed to a 2" reduced-principle backflow preventer then to three (3) pressure reducing valves and water meters. The fire service is a 6" size with a double check protecting the water service.

The building is served by natural gas and enters the building on the southwest corner of the building. The gas main runs up the side of the building and is distributed to gas meters on the roof. The piping downstream of the meter is distributed to gas-fired packaged rooftop units, indoor furnaces and kitchen equipment in some spaces below.

The sewer main was not observed as all waste piping is within walls or the floors. There has been no report of issues with the sewer system serving the building.

a. Restrooms:

There are one set of restrooms for each floor of the building excluding the garage. There are minimal fixtures in these restrooms and they do not meet the required fixture counts for the occupancy of the building. There are no dedicated restrooms for the Mono County staff.

Waterless urinals are installed in the space in an effort to save water. These appear to be maintained properly but can be easily neglected which could lead to corrosion issues of the piping and uncontrollable odors.

b. Main Electrical Room – First Floor Level:

The main electrical room has many abandoned pipes and some in use piping that runs throughout the electrical room including near and above electrical equipment. All piping within the electrical room should be behind wall or above ceilings. See Plumbing Image #1.

c. Water Riser Room– First Floor Level:

The water main enters the building with an 8" ductile iron pipe that had been repaired at some point. The domestic main has been attached with a saddle tap, which is not a preferred method of attachment to the piping; these are prone to leaks over time when the gasket fails. The reduced principle backflow preventer drain is not connected to any drainage, so upon annual testing and use of the backflow preventer, water will spill to floor and spread to adjoining areas. Some of the domestic water piping in this room is not properly supported and could fail leading to flooding conditions. See Plumbing Image #2. This 2" domestic water piping is undersized for the number of fixtures in the building based on velocity of the piping. Because the incoming pressure is 120psi, there is enough pressure,

but the velocities are higher than the recommended 8 feet per second. This will lead to corrosion of the piping, water hammer and lead to catastrophic failure of the piping and flooding of the building.

d. Northeast Mechanical Room – Third Floor Level:

The mechanical room on the northeast side of the third floor has condensate drainage that is routed up to the roof and drains to the roof. This should drain to an approved plumbing fixture with an air gap as required by the plumbing code. See Plumbing Image #3.

e. Roof:

Many of the gas meters located on the roof are not supported or seismically braced. This could create a hazardous condition when an earthquake occurs. See Plumbing Images # 4 & #5.

Much of the gas piping is supported by 4"x4" treated lumber. This lumber is not secured to the roof and can shift under a seismic event. Additionally, this lumber wears on the roofing material, promoting openings and leaks in the roof. See Plumbing Image # 6. A portion of the gas piping has been replaced with what appears to be a non-gas-rated piece of tubing. This should be replaced with black iron pipe to match the existing; see Plumbing Image #7. Some of the gas piping is connected with end cap protectors, not malleable fittings.

The condensate drains from the packaged rooftop equipment drain directly to the roof and not an approved fixture with an air gap as required by the plumbing code. See Plumbing Images #8 & #9.

A couple roof drains are higher than the overflow so the drainage flows through scuppers before it does the drains, which leads to icing on the sidewalk below. This has created a hazardous condition for those walking around the building. See Plumbing Image #10.

There are some gas regulators that are installed within 10' from outside air intakes on the packaged roof top units. The vents from these appliances need to be 10' and should be pipe away from the intakes. See Plumbing Image #10.



Plumbing Image 4 - Gas meters not supported



Plumbing Image 5- Gas meter not supported



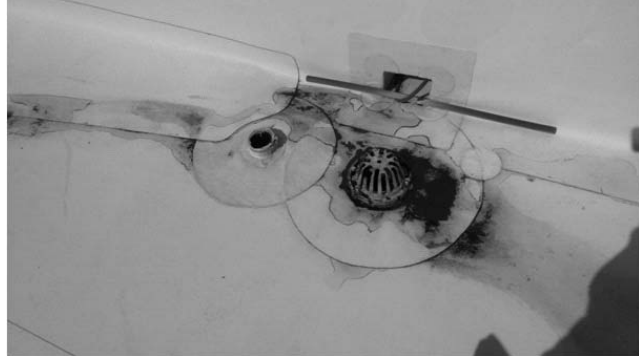
Plumbing Image 6 - Gas piping not secured to roof



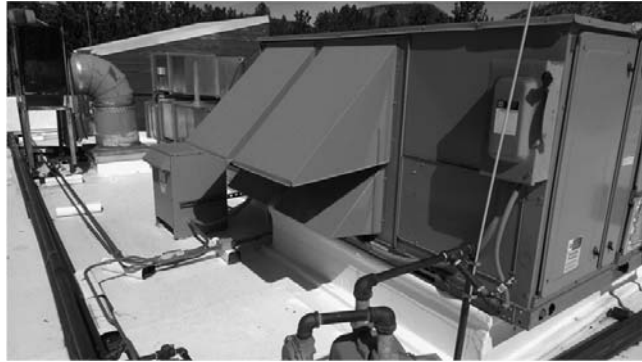
Plumbing Image 7 - Gas piping with non-approved tubing



Plumbing Image 8 - Condensate to roof w/o p-trap



Plumbing Image 9 - Roof drain higher than overflow



Plumbing Picture 10 - Gas vent within 10' from outside air intake



Plumbing Image 8 - Condensate to roof

Electrical Systems

Incoming electrical utility service originates from an outdoor pad mounted utility company transformer (See Image 1), with a combination of underground and exposed secondary service feeders within the parking garage (See Image 2). Serving and maintaining utility company is Southern California Edison.

Building's main electrical service consists of an indoor 1,600 amps 277/480-volt, 3-phase, 4-wire multiple metered switchboard. This main service switchboard, as manufactured by GTE Sylvania, appears to be the original electrical switchboard when building was constructed. As observed, multi-meter arrangements include both House and Tenant metering configurations.

As observed, these rooms contained both 277/480-volt and 120/208-volt electrical panels, multiple step-down transformers and, several tenant metering type meters served from common gutter assemblies; each meter fed with a disconnect switch, each of various amp rating and manufacturers.

There are multiple electrical rooms located throughout the building; those observed were located within common house areas. As observed, these rooms contain both 277/480-volt and 120/208-volt electrical panels, multiple step-down transformers and, several 120/208-volt tenant meters served from common gutter assemblies; each tenant meter fed with a disconnect switch, each of various amp rating and manufacturers.

There are both house and tenant circuit breaker type electrical panels located throughout the building. House related appeared to be located with several house electrical rooms. Tenant electrical panels appeared to be located with tenant space for those that were observed.

Outdoor lighting consisted of both building and site pole type lighting sources. Various lamp types including HID (high intensity discharge) and fluorescent lamp sources were observed.

Indoor lighting consisted of many light types and lamp sources including HID, fluorescent and incandescent. However, majority of lamp sources were fluorescent lamps. Emergency and egress lighting consisted of overhead exit signage, recessed downlights with integral battery packs and remote test buttons and, 2-headed wall mounted emergency lighting units with integral battery packs and test buttons.

Power distribution including convenience receptacles were observed throughout, located both in house and tenant areas.

IT systems, including voice and data outlets were observed throughout, primarily located within the tenant specific areas. Several IT rooms (MDF, IDF) were observed specific



Electrical Image 1 – Southern California Edison Utility Transformer



Electrical Image #2 – Southern California Edison Secondary Service Feeders at Parking Garage (Exposed)



Electrical Image #3A – Exposed Live Bussing



Electrical Image #3B - Missing Dead Front Cover



Electrical Image #4A – Sewer Pipe over Electrical Equipment



Electrical Image #4B – HVAC Ducting over Electrical Equipment

to the Mono County tenant spaces. Communication wiring appeared to have been upgraded to CAT6 type throughout those spaces observed. Where upgrades occurred, exposed surface raceway and outlet boxes occurred.

a. Main Electrical Room – First Floor Level

The main electrical switchboard appears to be in relatively fair condition. Spare meter positions, particularly within the tenant metering sections occur. This should provide additional available power source should additional electrical loads be required for any upgrades in tenant specific areas where insufficient power occurs.

However as observed, many of the house and tenant related meters and distribution circuit breakers were not labeled, identifying which meter/circuit breaker serves what space. Where labeled, marking were not permanent and in some cases labeled with masking tape. Additionally where labeled, several marking did not appear to accurately identify space being served.

In addition to the house and tenant metering sections as part of the main switchboard lineup, additional step down transformers which appear to serve additional tenant metering with related disconnect switches and gutters, occurred. As observed, many of these tenant meters breakers were not labeled, identifying which meter and disconnect serves what tenant space. Where labeled, markings were not permanent and in some cases labeled with masking tape. Additionally where labeled, several markings did not appear to accurately identify space being served.

Exposed live (energized) bussing was observed (See Images #3A and #3B) due to missing dead front covers and missing blank circuit breaker covers within several electrical panels and electrical distribution equipment.

Foreign material including washer, plumbing pipes and HVAC system ducts were located within the main electrical room. In many cases, these items were routed over and in front of electrical equipment. These items violate code whereas not meeting proper code clearances required. (See Images #4A, #4B and #4C).

Exposed electrical system raceways did not appear to be properly supported. As observed, several raceways were loosely supported to wall and ceiling structures.

Where branch circuit type electrical panels occurred, circuit breaker configuration did not appear to match corresponding panel directories. In many cases, panel directories were not available.

b. Intermediate Electrical Rooms – Multiple levels

These rooms appeared to include both house and ten-

ant electrical systems. It appeared majority of the house systems served additional tenant related systems including downstream transformers, tenant metering with related disconnect switches and gutters. As observed, many of the tenant meters breakers were not labeled, identifying which meter and disconnect serves what tenant space. Where labeled, markings were not permanent and in some cases labeled with masking tape. Additionally where labeled, several markings did not appear to accurately identify space being served.

Foreign material including plumbing pipes and HVAC system ducts were located within the electrical rooms. In many cases, these items were routed over and in front of electrical equipment. These items violate code whereas not meeting proper code clearances required.

Where tenant metering disconnecting means occur within a house electrical room, improper use and modification of an existing circuit breaker type safety switch was observed. Image #5A indicates seemingly proper use of safety switch and Image #5B indicates improper use of safety switch. Both switches are located within the same electrical room. It was unclear at time of observation what each safety switch accurately served.

Exposed electrical system raceways did not appear to be properly supported. As observed, several raceways were loosely supported to wall and ceiling structures.

Where branch circuit type electrical panels occurred, circuit breaker configuration did not appear to match corresponding panel directories. In many cases, panel directories were not available.

Where electrical panels were observed within tenant specific areas, several panel directories did not appear to match actual circuit breaker configurations. Additionally, one particular panel was not properly supported to wall and oversized wall opening (See Image #6). Items were stored in front of same panel which did not provide proper code required clearances directly in front of panel.

c. Outdoor lighting

Since onsite observation was performed during daytime hours, review of adequate exterior lighting levels was not performed. General appearance of both site and exterior building lighting did not offer any major concern. However, no emergency lighting was observed where exits occurred leaving the interior spaces of the building. Lighting control for house related non-emergency lit areas were not determined at time of observation.

d. Indoor Lighting

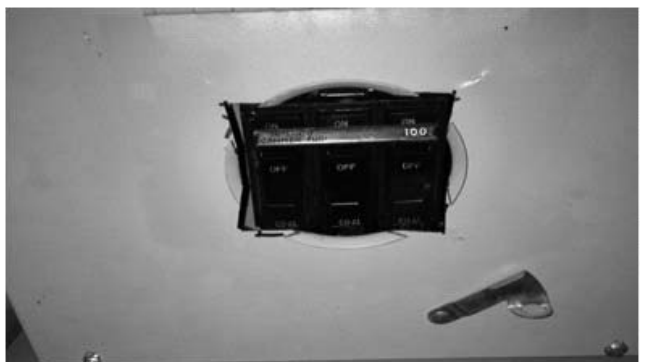
Parking Garage Level - House:



Electrical Image #4C – Washer Machine within Main Electrical Room



Electrical Image #5A – Proper Safety Switch



Electrical Image 5B – Improper Safety Switch



Electrical Image #6 – Improper Panelboard Mounting



Electrical Image #7A – Non-Functioning Exit Sign



Electrical Image #7B – Non-Functioning Exit Sign

Lighting primarily consisted of overhead surface mounted fluorescent lighting utilizing older T12 lamps. As observed, many light fixtures were not functioning properly or not operational at all. Lighting levels throughout were inconsistent and lower than would be available if the lights were functioning properly. Minimal emergency lighting was observed and several exit signs were not functional (See Images #7A and #7B). Lighting control for house related areas was not determined at time of observation.

Levels 1 through 3 - House

Lighting primarily consisted of recessed downlights with combination of HID and fluorescent lamp sources. Decorate chandelier light fixtures and incandescent type track lighting occurred at the elevator lobby area; these were not operational at time of observation. In general, overall lighting levels appeared adequate.

All electrical did not have adequate lighting levels. At time of observation, was difficult to see all aspects of electrical components and labeling. No emergency lighting fixtures were observed.

At Level 3 walkway, prior to entering multiple tenant spaces, multiple 4 foot 1-lamp fluorescent strip lights are installed at the ceiling along with exposed surface conduit interconnecting each light fixture. Use of exposed bare fluorescent lamps along with being in reach of public was of concern. Exposed raceway did not appear to be properly and adequately support at ceiling as well. (See Image #8)

Minimal emergency lighting was observed and appeared to consist of both integral battery lighting within recessed downlights and wall/ceiling mounted 2-headed emergency lighting units throughout. Where emergency lighting units occurred, insufficient quantities were observed whereas not providing adequate code required emergency light levels for egress and exit paths of egress. Many exit signs were not functional. Lighting control for house related areas was not determined at time of observation.

Levels 2 and 3 – Tenant Spaces (Mono County Specific)

Lighting primarily consisted of recessed lay-in type fluorescent troffer type light fixtures. These fixtures varied in types and shapes and, lamp sources consisted of both T12 and T8 type lamps. Concerns of older technology T12 lamp, as no longer energy/code compliant, will require replacement of fixtures, in their entirety, to conform to mandated California Energy Commission's 2013 Title 24 compliance.

Inconsistent lighting levels and layouts were observed through majority of tenant spaces. In some cases, allowable wattages per CA Title 24 compliance may have also been exceeded.

Lighting control varied within each tenant spaces. Local lighting control between spaces and rooms varied and in some cases, control was from another separate room or space. Additionally, required CA Title 24 compliance requires automatic lighting control, whereas an unoccupied space will automatically shut off with no activity, virtually did not occur. Also, lighting controls to provide ½ lighting levels are required per CA Title 24 compliance; many areas did not appear to provide ½ level lighting control.

Mounting heights of lighting control switches were inconsistent, ranging from approximately 36" to 45" from floor to center of switches.

Emergency lighting appeared to only consist of wall mounted 2-headed emergency lighting units and exit signs. As observed, appeared insufficient quantities of emergency light fixtures occurred whereas not providing adequate code required emergency light levels for egress and exit paths of egress. Many exit signs were not functional and when integral test button was pressed, exit signs did not operate under test mode. Locations of exit signs did not appear to properly identify the path of egress as well.

e. Power distribution – Tenant Spaces (Mono County Specific)

Where power receptacles could be observed, appeared to be insufficient to the needs of the equipment and spaces being served. Multi-outlet assemblies (multi-plug extension cords) were being utilized.

Mounting heights of receptacles (including voice/data outlets) were inconsistent, ranging from approximately 6" to 15" from floor to center of outlets. (See Image #9).

Duplex receptacle with missing coverplate, exposing live energized parts, was observed (See Image #10).

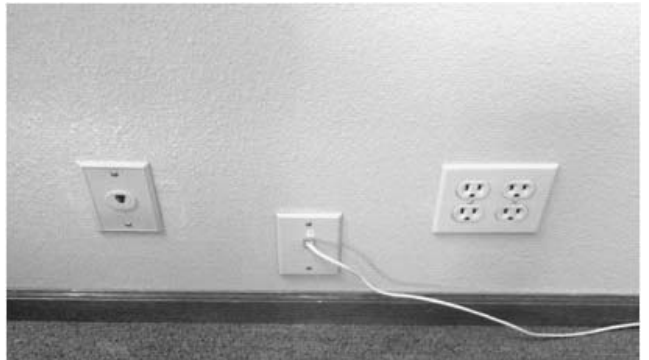
Combination duplex receptacle with toggle type light switch coverplate was observed which appeared to only house a duplex receptacle (See Image #11). This receptacle appeared to be operational at time of observation.

f. Roof - House

Appears majority of the roof-top HVAC units have been recently replaced with new units. As observed, all roof-top HVAC equipment appeared to include local disconnecting means at each unit. However, appears majority of the new HVAC equipment utilized existing disconnect switches and raceways and were reconnect the new HVAC units. Due to HVAC equipment being energized at time observation, it was not verified if the disconnect switches and associated branch wiring were adequately sized to accommodate the new HVAC equipment.



Electrical Image #8 – Surface Fluorescent Light Fixture and Raceway



Electrical Image #9 – Inconsistent Outlet Mounting Heights



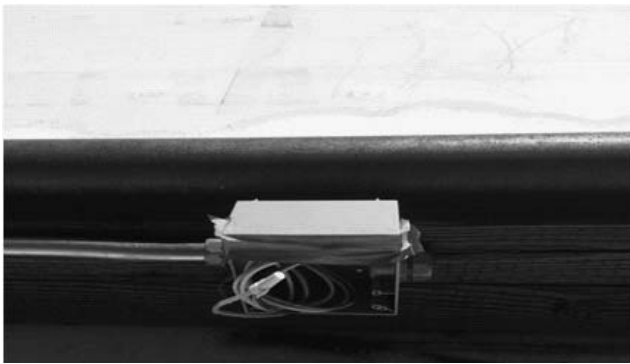
Electrical Image #10 – Duplex Receptacle with Missing Coverplate



Electrical Image #12 – Duplex/Switch Type Coverplate



Electrical Image #13 – Exposed Roof-Top Branch Circuiting



Electrical Image #14A – Junction Box without Cover



Electrical Image #14B – Junction Box without Cover

Many disconnect switches were not labeled, thus not allowing for readily identifying which downstream house or tenant serving panel and circuit breaker source are feeding the respective HVAC units.

An exposed branch circuit raceways with temporary capped exposed branch wiring was lying on roof. It was anticipated this was for the adjacent uninstalled HVAC unit. Branch wiring has been exposed to weather conditions and not recommended for reuse. (See Image #13)

Exposed branch circuit junction boxes with missing weather-proof type coverplates were observed (See Images #14A and #14B). This condition occurred at several locations across the roof.

Set-screw type conduit fittings were observed across the roof (See Image #15); this is not acceptable for weather type applications. Compression type water-tight fittings are appropriate for outdoor weather conditions.

Insufficient roof-top maintenance receptacles were observed. As required, a 20 amp GFI weather-proof type maintenance receptacle will be provided within 25 feet of all HVAC equipment.



Electrical Image #15 – Set-Screw Type Fitting at Roof

7. Facility Development Options

a. Sierra Center Mall

We performed a test fit of the space program within the confines of the existing floor area on the second and third floors. The test fit suggests that all departments with the exception of the DA and Probation will fit on the third floor. Probation and DA would then occupy an expanded area in the current location of the DA.

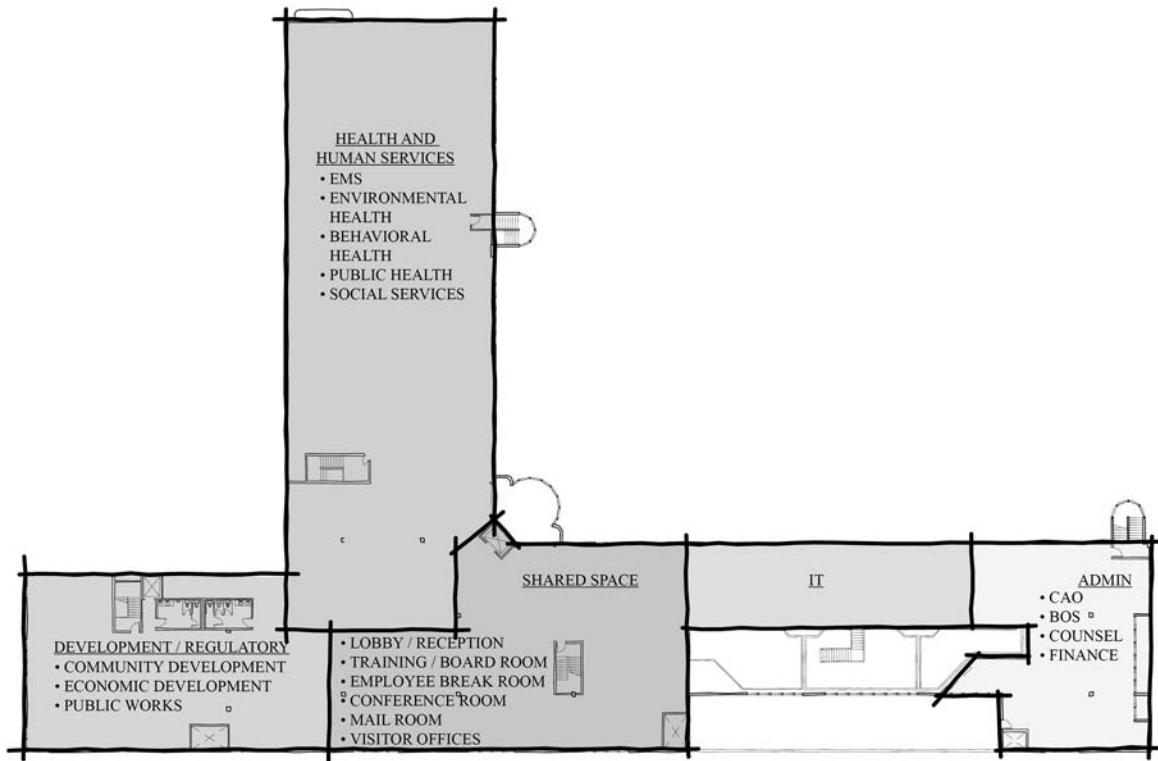
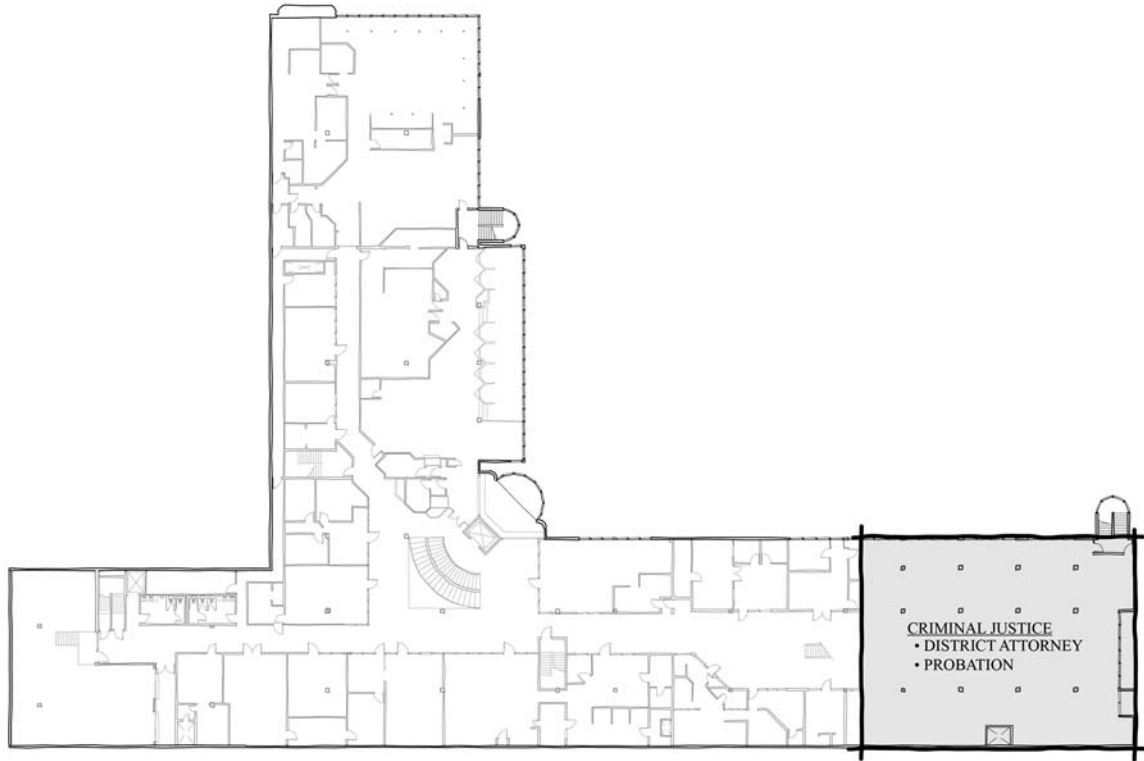
To provide adequate space for these departments would necessitate a complete remodeling of the entire area to be occupied to develop a more logical organization of the spaces conforming to the space standards in the program. This remodeling would require a complete demolition of all walls, ceilings and floor coverings within the lease area to allow for the installation of new partitions, ductwork, electrical and communications distribution systems, etc.

A key point in the evaluation of this option requires consideration of the phasing of the construction and the temporary relocation of employees to swing space during remodeling and/or the phased construction which allows certain departments to move into their new location upon its completion. There will be disruption of normal activities during the entire construction period.

b. New Facility

The proposed option of a new facility provides the most flexibility and minimal disruption. The facility would be designed to meet the needs of the County for the planning horizon, currently projected as 30 years. As a new building, it will inherently be constructed with significant energy savings features, and the cost effectiveness of constructing a shared facility with the Town of Mammoth provides for the opportunity of economy of scale as well as the cost of shared spaces being shared between the two agencies (Lobby, Public Restrooms, Multi-Purpose Room, etc.) rather than each agency bearing the burden of the cost for these facilities.

We understand that if a new facility were to be constructed, it would be located on the parcels of land (approx. 6.5 acres) between the new courthouse and the hospital. We feel this is a very desirable site and provides adequate space for the anticipated development.



Appendix 1

Cost Estimate





Mono County Administration Office
Mammoth Lakes, CA

Programmatic
July 20, 2016
Cumming Project No. 16-00368.00

Prepared for Collaborative Design Studio

Prepared By Cumming Construction Management

3200 DOUGLAS BLVD., STE 100, ROSEVILLE, CA 95661

PHONE: 916-660-9030 • FAX: 916-660-9045

SCHEDULE OF AREAS AND CONTROL QUANTITIES

Schedule of Areas	Renovate & Bring up to Code	Replacement Facility
1. Enclosed Areas (x 100%)		
County Office Program	42,947	42,947
Town of Mammoth Program		22,066
Other	22,066	
Total Enclosed	65,013	65,013
2. Unenclosed Areas (x 50%)		
Balconies		
Covered Deck		
Total Unenclosed		
Total Gross Floor Area	65,013	65,013

Control Quantities	Renovate & Bring up to Code Existing	Replacement Facility
Gross Area	65,013	65,013
Enclosed Area	65,013	65,013
Unenclosed Area		
Shell Space		
Number of Stories	3	1
Typical Floor Perimeter	1,236	1,346
Height of typical floor	14.00	17.50
Height of Building (Above Grade)	42	17.50
Basement		
Basement Retaining Wall Area		
CY of Concrete (Building only)		
Tons of Rebar (Building only)		
Tons of Steel (Building only)		
Superstructure System		
LF of Casework		
Gross Façade Area (incl parapets)	51,912	23,555
Finished Façade Wall Area (excl glazing)	34,608	16,825
Façade Windows or Glazing Area	13,843	6,730
Roof Area - Total	33,500	65,013
Canopy Area	600	600
Number of Interior Doors		
SF of Interior Partition Framing		
SF of Interior Partition Drywall		

SF of Interior Partition Insulation
 SF of Gypboard Ceiling & Soffit Framing
 Elevators
 Lbs of Ductwork
 Total Site Area
 Finished Site Area



Control Quantities	Renovate & Bring up to Code Existing	Replacement Facility
CY of Concrete per SF of GFA	-	-
Lbs of Rebar per CY of Concrete		
Lbs of Steel per SF of GFA	-	-
LF of Casework per SF of GFA	-	-
SF of Glazing per SF of Facade	0.27	0.29
SF of Façade per SF of GFA	0.80	0.36
# of Interior Doors per SF of GFA	-	-
SF of Partion Framing per SF of GFA	-	-
SF of Partion Drywall per SF of Partion Framing		
SF of Partion Insulation per SF of Partion Framing		
SF of Ceiling Drywall per SF of GFA	-	-
Lbs of Ductwork per SF of GFA	-	-

SUMMARY

Element	Area	Cost / SF	Total
Renovate & Bring up to Code Existing	65,013	\$369.83	\$24,043,763
County Offices w Shared Space	42,947		\$15,883,093
Other	22,066		\$8,160,671
Replacement Facility	65,013	\$527.24	\$34,277,283
County Offices w Shared Space	42,947		\$22,643,263
Town of Mammoth Offices w Shared Space	22,066		\$11,634,020

SUMMARY MATRIX

Element	Renovate & Bring up to Code Existing 65013 SF			Replacement Facility 65013 SF		
	Subsystem	System	Cost/SF	Subsystem	System	Cost/SF
A) SUBSTRUCTURE					\$1,689,138	\$25.98
10 Foundations				\$1,689,138		\$25.98
20 Basement Construction						
B) SHELL		\$3,134,061	\$48.21		\$5,975,349	\$91.91
10 Superstructure	\$7,500		\$0.12	\$3,137,690		\$48.26
20 Exterior Enclosure	\$2,565,436		\$39.46	\$1,667,425		\$25.65
30 Roofing	\$561,125		\$8.63	\$1,170,234		\$18.00
C) INTERIORS		\$3,923,535	\$60.35		\$4,596,667	\$70.70
10 Interior Construction	\$2,542,008			\$2,867,073		
20 Stairs				\$10,000		\$0.15
30 Interior Finishes	\$1,381,526		\$21.25	\$1,719,594		\$26.45
D) SERVICES		\$6,245,324	\$96.06		\$7,530,152	\$115.83
10 Conveying	\$35,000		\$0.54			
20 Plumbing	\$999,183		\$15.37	\$1,132,702		\$17.42
30 HVAC	\$2,162,031		\$33.26	\$2,798,276		\$43.04
40 Fire Protection	\$438,838		\$6.75	\$357,572		\$5.50
50 Electrical	\$2,610,272		\$40.15	\$3,241,603		\$49.86
E) EQUIPMENT & FURNISHINGS		\$650,130	\$10.00		\$650,130	\$10.00
10 Equipment						
20 Furnishings	\$650,130			\$650,130		
F) SPECIAL CONSTRUCTION & DEMOLITION		\$799,719	\$12.30			
10 Special Construction						
20 Selective Building Demolition	\$799,719		\$12.30			
G) BUILDING SITEWORK		\$202,520	\$3.12		\$879,130	\$13.52
10 Site Preparation				\$140,579		\$2.16
20 Site Improvements	\$105,000		\$1.62	\$538,551		\$8.28
30 Site Mechanical Utilities				\$100,000		\$1.54
40 Site Electrical Utilities	\$97,520		\$1.50	\$100,000		\$1.54
90 Other Site Construction						
Subtotal Cost		\$14,955,288	\$230.04		\$21,320,566	\$327.94
General Conditions	10.0%	\$1,495,529	\$23.00		\$2,132,057	\$32.79
Bonds & Insurance	3.0%	\$448,659	\$6.90		\$639,617	\$9.84
Contractor's Fee	5.0%	\$844,974	\$13.00		\$1,204,612	\$18.53
Design Contingency	20.0%	\$3,548,890	\$54.59		\$5,059,370	\$77.82
Escalation to MOC- NOT INCLUDED, 07/25/1:	12.9%	\$2,750,424	\$42.31		\$3,921,061	\$60.31
Total Estimated Construction Cost		\$24,043,763	\$369.83		\$34,277,283	\$527.24

Renovate & Bring up to Code Existing

SUMMARY - RENOVATE & BRING UP TO CODE EXISTING

Element	Subsystem	System	Cost / SF
A - SUBSTRUCTURE			
A10 Foundations			
A1010 Standard Foundations			
A1020 Special Foundations			
A1030 Slab on Grade			
A20 Basement Construction			
A2010 Basement Excavation			
A2020 Basement Walls			
B - SHELL			
		\$3,134,061	\$48.21
B10 Superstructure			
		\$7,500	\$0.12
B1010 Floor Construction			
B1020 Roof Construction			
B20 - Exterior Enclosure			
		\$2,565,436	\$39.46
B2010 Exterior Walls			
B2020 Exterior Windows			
B2030 Exterior Doors			
B30 Roofing			
		\$561,125	\$8.63
B3010 Roof Coverings			
C - INTERIORS			
		\$3,923,535	\$60.35
C10 Interior Construction			
		\$2,542,008	\$39.10
C1010 Partitions			
C1020 Interior Doors			
C1030 Specialties			
C20 Stairs			
C2010 Stair Construction			
C30 Interior Finishes			
		\$1,381,526	\$21.25
C3010 Wall Finishes			
C3020 Floor Finishes			
C3030 Ceiling Finishes			
C3040 Interior Coatings and Special Finishes			
D - SERVICES			
		\$6,245,324	\$96.06
D10 Conveying			
		\$35,000	\$0.54
D1010 Elevators & Lifts			
D1020 Weight Handling Equipment			
D1030 Escalators & Moving Walks			
D1090 Other Conveying Systems			
D20 Plumbing			
		\$999,183	\$15.37
D2010 Plumbing Fixtures			
D2020 Domestic Water Distribution			
D2030 Sanitary Waste			
D2040 Rain Water Drainage			
D2090 Other Plumbing Systems			
D30 HVAC			
		\$2,162,031	\$33.26
D3010 Energy Supply			
D3020 Heat Generating Systems			
D3030 Cooling Generating Systems			
D3040 Distribution Systems			

SUMMARY - RENOVATE & BRING UP TO CODE EXISTING

Element	Subsystem	System	Cost / SF
D3050 Terminal & Package Units	\$270,000		\$4.15
D3060 Controls & Instrumentation	\$292,559		\$4.50
D3070 Systems Testing & Balancing	\$32,507		\$0.50
D3090 Other HVAC Systems & Equipment	\$250,300		\$3.85
D40 Fire Protection	\$438,838		\$6.75
D4010 Fire Alarm and Detection Systems			
D4020 Fire Suppression Water Supply and Equipment			
D4030 Standpipe Systems			
D4040 Sprinklers	\$438,838		\$6.75
D4050 Fire Protection Specialties			
D4090 Other Fire Protection Systems			
D50 Electrical	\$2,610,272		\$40.15
D5010 Electrical Service & Distribution	\$562,362		\$8.65
D5020 Lighting & Branch Wiring	\$910,182		\$14.00
D5030 Communications & Security	\$942,689		\$14.50
D5090 Other Electrical Systems	\$195,039		\$3.00
E - EQUIPMENT & FURNISHINGS		\$650,130	\$10.00
E10 Equipment			
E1010 Commercial Equipment			
E1020 Institutional Equipment			
E1030 Vehicular Equipment			
E1040 Government Furnished Equipment			
E1090 Other Equipment			
E20 Furnishings	\$650,130		\$10.00
E2010 Fixed Furnishings	\$650,130		\$10.00
E2020 Moveable Furnishings			
F - SPECIAL CONSTRUCTION & DEMOLITION		\$799,719	\$12.30
F10 Special Construction			
F1010 Special Structures			
F1020 Integrated Construction			
F1030 Special Construction Systems			
F1040 Special Facilities			
F1050 Special Controls and Instrumentation			
F20 Selective Building Demolition	\$799,719		\$12.30
F2010 Building Elements Demolition	\$604,680		\$9.30
F2020 Hazardous Components Abatement	\$195,039		\$3.00
G - BUILDING SITEWORK		\$202,520	\$3.12
G10 Site Preparation			
G1010 Site Clearing			
G1020 Site Demolition and Relocations			
G1030 Site Earthwork			
G1040 Hazardous Waste Remediation			
G20 Site Improvements	\$105,000		\$1.62
G2010 Roadways			
G2020 Parking Lots			
G2030 Pedestrian Paving	\$50,000		\$0.77
G2040 Site Development	\$30,000		\$0.46

SUMMARY - RENOVATE & BRING UP TO CODE EXISTING

Element	Subsystem	System	Cost / SF
G2050 Landscaping		\$25,000	\$0.38
G2060 Airfield Paving			
G30 Site Mechanical Utilities			
G3010 Water Supply			
G3020 Sanitary Sewer			
G3030 Storm Sewer			
G3040 Heating Distribution			
G3050 Cooling Distribution			
G3060 Fuel Distribution			
G3090 Other Site Mechanical Utilities			
G40 Site Electrical Utilities		\$97,520	\$1.50
G4010 Electrical Distribution			
G4020 Site Lighting		\$97,520	\$1.50
G4030 Site Communications & Security			
G4090 Other Site Electrical Utilities			
G90 Other Site Construction			
G9010 Service and Pedestrian Tunnels			
G9090 Other Site Construction			
Subtotal		\$14,955,288	\$230.04
General Conditions	10.00%	\$1,495,529	\$23.00
Subtotal		\$16,450,817	\$253.04
Bonds & Insurance	3.00%	\$448,659	\$6.90
Subtotal		\$16,899,475	\$259.94
Contractor's Fee	5.00%	\$844,974	\$13.00
Subtotal		\$17,744,449	\$272.94
Design Contingency	20.00%	\$3,548,890	\$54.59
Subtotal		\$21,293,339	\$327.52
Escalation to MOC- NOT INCLUDED, 07/25/19	12.92%	\$2,750,424	\$42.31

TOTAL ESTIMATED CONSTRUCTION COST		\$24,043,763	\$369.83
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Total Area: 65,013 SF

E & BRING UP TO CODE EXISTING

Element	Quantity	Unit	Unit Cost	Total
B - SHELL				
B10 Superstructure				
B1010 Floor Construction				
Structural Repairs @ Stair demo (Atrium Stair)	1	ls	\$7,500.00	\$7,500
				<u>\$7,500</u>
B1020 Roof Construction				
				<u>\$7,500</u>
B10 Superstructure				\$7,500
B20 - Exterior Enclosure				
B2010 Exterior Walls				
Exterior plaster finish- Repairs, Re-Caulk, Soffits	51,912	sf	\$2.00	\$103,824
Exterior wall insulation R-22, Drywall, & Firesafing	51,912	sf	\$16.00	\$830,592
New Paint Exterior Building	51,912	sf	\$1.50	\$77,868
				<u>\$1,012,284</u>
B2020 Exterior Windows				
Replace Existing Glazing with High Performance, insulated windows	13,843	sf	\$110.00	\$1,522,752
				<u>\$1,522,752</u>
B2030 Exterior Doors				
Replace exterior doors	8	ea	\$3,800.00	\$30,400
				<u>\$30,400</u>
B20 - Exterior Enclosure				\$2,565,436
B30 Roofing				
B3010 Roof Coverings				
Roofing, remove & replace w/ single ply type roofing with insulation, including sheetmetal work	33,500	sf	\$15.00	\$502,500
Misc. Roof Structural Repairs	33,500	sf	\$1.75	\$58,625
				<u>\$561,125</u>
B30 Roofing				\$561,125
B - SHELL				\$3,134,061

C - INTERIORS
C10 Interior Construction
C1010 Partitions

E & BRING UP TO CODE EXISTING

Element	Quantity	Unit	Unit Cost	Total
Int. Partitions	65,013	sf	\$25.00	\$1,625,325
Interior ADA Upgrades	65,013	sf	\$2.00	\$130,026
				<u>\$1,755,351</u>
C1020 Interior Doors				
Int. Doors	65,013	sf	\$7.10	\$461,592
				<u>\$461,592</u>
C1030 Specialties				
Int. Specialties	65,013	sf	\$5.00	\$325,065
				<u>\$325,065</u>
C10 Interior Construction				\$2,542,008

C20 Stairs

C2010 Stair Construction

C20 Stairs

C30 Interior Finishes

C3010 Wall Finishes

Wall finishes, allow

65,013 sf

\$4.25

\$276,305

Common Space Finish upgrades

65,013 sf

\$1.00

\$65,013

\$341,318

C3020 Floor Finishes

Floor finishes, allow

65,013 sf

\$6.00

\$390,078

\$390,078

C3030 Ceiling Finishes

Ceiling finishes, allow

65,013 sf

\$7.00

\$455,091

\$455,091

C3040 Interior Coatings and Special Finishes

Miscellaneous specialty finish, allow

65,013 sf

\$3.00

\$195,039

\$195,039

C30 Interior Finishes

\$1,381,526

C - INTERIORS \$3,923,535

D - SERVICES

E & BRING UP TO CODE EXISTING

Element	Quantity	Unit	Unit Cost	Total
D10 Conveying				
D1010 Elevators & Lifts				
Repair Maintenance Elevator	1	ea	\$25,000.00	\$25,000
New Elevator Finishes	1	ea	\$10,000.00	\$10,000
				<u>\$35,000</u>

D10 Conveying \$35,000

D20 Plumbing				
D2010 Plumbing Fixtures				
D2020 Domestic Water Distribution				
General Plumbing Equipment	65,013	sf	\$1.20	\$78,016
Rough-ins	25	ea	\$800.00	\$20,000
Domestic Water	65,013	sf	\$2.85	\$185,287
Condensate Drainage	65,013	sf	\$0.50	\$32,507
Miscellaneous: seismic, start-up, drawings etc.	65,013	sf	\$2.50	\$162,533
				<u>\$478,342</u>
D2030 Sanitary Waste				
Waste / Vent	65,013	sf	\$3.25	\$211,292
Sanitary Fixtures	25	ea	\$2,500.00	\$62,500
				<u>\$273,792</u>
D2040 Rain Water Drainage				
Roof Drainage, incl. filtration (not harvesting system)	65,013	sf	\$2.50	\$162,533
				<u>\$162,533</u>
D2090 Other Plumbing Systems				
Demolition of existing aging/unreliable system	65,013	sf	\$1.30	\$84,517
Natural Gas		NIC		
				<u>\$84,517</u>

D20 Plumbing \$999,183

D30 HVAC				
D3010 Energy Supply				
D3020 Heat Generating Systems				
Boiler, 500 mbh	1,000	mbh	\$55.00	\$55,000
Pump w/vfd	2	ea	\$8,000.00	\$16,000
				<u>\$71,000</u>
D3030 Cooling Generating Systems				

E & BRING UP TO CODE EXISTING

Element	Quantity	Unit	Unit Cost	Total
D3040 Distribution Systems				
Exhaust equipment	65,013	sf	\$4.00	\$260,052
Vav box	40	ea	\$1,000.00	\$40,000
Heating hot water piping, insulated	65,013	sf	\$3.00	\$195,039
Air distribution equipment	65,013	sf	\$2.00	\$130,026
Ductwork	53,961	lb	\$11.50	\$620,549
				<u>\$1,245,666</u>
D3050 Terminal & Package Units				
Rooftop AC units, dx	120	ton	\$2,250.00	\$270,000
				<u>\$270,000</u>
D3060 Controls & Instrumentation				
HVAC Controls - DDC	65,013	sf	\$4.50	\$292,559
				<u>\$292,559</u>
D3070 Systems Testing & Balancing				
Testing & balancing	65,013	sf	\$0.50	\$32,507
				<u>\$32,507</u>
D3090 Other HVAC Systems & Equipment				
Seismic requirements, premium	65,013	sf	\$0.35	\$22,755
Miscellaneous HVAC	65,013	sf	\$3.50	\$227,546
				<u>\$250,300</u>
D30 HVAC				\$2,162,031
D40 Fire Protection				
D4040 Sprinklers				
Demo existing system	65,013	sf	\$1.25	\$81,266
Wet-pipe sprinkler new system	65,013	sf	\$5.50	\$357,572
Fire pump and accessories		not inc		
				<u>\$438,838</u>
D40 Fire Protection				\$438,838
D50 Electrical				
D5010 Electrical Service & Distribution				
Service & Distribution- Code Upgrades	65,013	sf	\$2.00	\$130,026
Grounding System	65,013	sf	\$0.15	\$9,752
Emergency Power - 750KW		NIC		
UPS System		Owner		
HVAC & Equipment Connections	65,013	sf	\$2.00	\$130,026
Convenience Power	65,013	sf	\$4.50	\$292,559
				<u>\$562,362</u>
D5020 Lighting & Branch Wiring				

E & BRING UP TO CODE EXISTING

Element	Quantity	Unit	Unit Cost	Total
Lighting and Lighting Controls	65,013	sf	\$14.00	\$910,182
				\$910,182
D5030 Communications & Security				
Telecommunications & A/V Systems	65,013	sf	\$7.00	\$455,091
Security, DAS & Emergency Duress Call Systems	65,013	sf	\$4.50	\$292,559
Fire Alarm System	65,013	sf	\$3.00	\$195,039
				\$942,689
D5090 Other Electrical Systems				
Miscellaneous electrical requirements (demolition, testing, etc.)	65,013	sf	\$3.00	\$195,039
				\$195,039
D50 Electrical				\$2,610,272
D - SERVICES				\$6,245,324
E10 Equipment				
E20 Furnishings				
E2010 Fixed Furnishings				
Interior specialties, including casework, equipment, cabinets	65,013	sf	\$10.00	\$650,130
				\$650,130
E2020 Moveable Furnishings				
E20 Furnishings				\$650,130
E - EQUIPMENT & FURNISHINGS				\$650,130
F20 Selective Building Demolition				
F2010 Building Elements Demolition				
Interior Demolition, including MEP Safe-off	65,013	sf	\$6.50	\$422,585
Roof Demolition		see ro		
Exterior Skin Demolition- Misc. Skin demo	65,013	gsf	\$0.50	\$32,507
Demo Existing Windows	13,843	sf	\$9.00	\$124,589
Demo existing secondary stair from 2nd to 3rd Floor	1	ls	\$25,000.00	\$25,000
				\$604,680
F2020 Hazardous Components Abatement				
Misc. Abatement	65,013	sf	\$3.00	\$195,039
				\$195,039

E & BRING UP TO CODE EXISTING

Element	Quantity	Unit	Unit Cost	Total
F20 Selective Building Demolition				\$799,719

F - SPECIAL CONSTRUCTION & DEMOLITION **\$799,719**

G - BUILDING SITEWORK

G10 Site Preparation

G1010 Site Clearing

G1020 Site Demolition and Relocations

G1030 Site Earthwork

G1040 Hazardous Waste Remediation

G10 Site Preparation

G20 Site Improvements

G2010 Roadways

G2020 Parking Lots

G2030 Pedestrian Paving

ADA Site Access Improvements

1 ls

\$50,000.00

\$50,000

\$50,000

G2040 Site Development

Site Hardscapes

2,500 sf

\$12.00

\$30,000

Site fencing

Not anticipated

\$30,000

E & BRING UP TO CODE EXISTING

Element	Quantity	Unit	Unit Cost	Total
G2050 Landscaping Landscape improvements, allow at and around building	1	ls	\$25,000.00	\$25,000
				<u>\$25,000</u>

G20 Site Improvements \$105,000

G40 Site Electrical Utilities

G4010 Electrical Distribution

G4020 Site Lighting Misc. Site Electrical Repairs	65,013	sf	\$1.50	\$97,520
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G4030 Site Communications & Security				<u>\$97,520</u>
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G4090 Other Site Electrical Utilities				<u></u>
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G40 Site Electrical Utilities \$97,520

G90 Other Site Construction

G9010 Service and Pedestrian Tunnels

G9090 Other Site Construction				<u></u>
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G90 Other Site Construction

G - BUILDING SITEWORK \$202,520

Replacement Facility

SUMMARY - REPLACEMENT FACILITY

Element	Subsystem	System	Cost / SF
A - SUBSTRUCTURE		\$1,689,138	\$25.98
A10 Foundations	\$1,689,138		\$25.98
A1010 Standard Foundations	\$916,092		\$14.09
A1020 Special Foundations			
A1030 Slab on Grade	\$773,046		\$11.89
A20 Basement Construction			
A2010 Basement Excavation			
A2020 Basement Walls			
B - SHELL		\$5,975,349	\$91.91
B10 Superstructure	\$3,137,690		\$48.26
B1010 Floor Construction			
B1020 Roof Construction	\$3,137,690		\$48.26
B20 - Exterior Enclosure	\$1,667,425		\$25.65
B2010 Exterior Walls	\$892,125		\$13.72
B2020 Exterior Windows	\$740,300		\$11.39
B2030 Exterior Doors	\$35,000		\$0.54
B30 Roofing	\$1,170,234		\$18.00
B3010 Roof Coverings	\$1,170,234		\$18.00
C - INTERIORS		\$4,596,667	\$70.70
C10 Interior Construction	\$2,867,073		\$44.10
C1010 Partitions	\$2,080,416		\$32.00
C1020 Interior Doors	\$461,592		\$7.10
C1030 Specialties	\$325,065		\$5.00
C20 Stairs	\$10,000		\$0.15
C2010 Stair Construction	\$10,000		\$0.15
C30 Interior Finishes	\$1,719,594		\$26.45
C3010 Wall Finishes	\$396,579		\$6.10
C3020 Floor Finishes	\$487,598		\$7.50
C3030 Ceiling Finishes	\$591,618		\$9.10
C3040 Interior Coatings and Special Finishes	\$243,799		\$3.75
D - SERVICES		\$7,530,152	\$115.83
D10 Conveying			
D1010 Elevators & Lifts			
D1020 Weight Handling Equipment			
D1030 Escalators & Moving Walks			
D1090 Other Conveying Systems			
D20 Plumbing	\$1,132,702		\$17.42
D2010 Plumbing Fixtures			
D2020 Domestic Water Distribution	\$548,851		\$8.44
D2030 Sanitary Waste	\$356,305		\$5.48
D2040 Rain Water Drainage	\$227,546		\$3.50
D2090 Other Plumbing Systems			
D30 HVAC	\$2,798,276		\$43.04
D3010 Energy Supply			
D3020 Heat Generating Systems	\$77,400		\$1.19
D3030 Cooling Generating Systems			
D3040 Distribution Systems	\$771,054		\$11.86

SUMMARY - REPLACEMENT FACILITY

Element	Subsystem	System	Cost / SF
D3050 Terminal & Package Units	\$1,283,439		\$19.74
D3060 Controls & Instrumentation	\$334,817		\$5.15
D3070 Systems Testing & Balancing	\$81,266		\$1.25
D3090 Other HVAC Systems & Equipment	\$250,300		\$3.85
D40 Fire Protection	\$357,572		\$5.50
D4010 Fire Alarm and Detection Systems			
D4020 Fire Suppression Water Supply and Equipment			
D4030 Standpipe Systems			
D4040 Sprinklers	\$357,572		\$5.50
D4050 Fire Protection Specialties			
D4090 Other Fire Protection Systems			
D50 Electrical	\$3,241,603		\$49.86
D5010 Electrical Service & Distribution	\$1,307,466		\$20.11
D5020 Lighting & Branch Wiring	\$975,195		\$15.00
D5030 Communications & Security			
D5090 Other Electrical Systems	\$958,942		\$14.75
E - EQUIPMENT & FURNISHINGS		\$650,130	\$10.00
E10 Equipment			
E1010 Commercial Equipment			
E1020 Institutional Equipment			
E1030 Vehicular Equipment			
E1040 Government Furnished Equipment			
E1090 Other Equipment			
E20 Furnishings	\$650,130		\$10.00
E2010 Fixed Furnishings	\$650,130		\$10.00
E2020 Moveable Furnishings			
F - SPECIAL CONSTRUCTION & DEMOLITION			
F10 Special Construction			
F1010 Special Structures			
F1020 Integrated Construction			
F1030 Special Construction Systems			
F1040 Special Facilities			
F1050 Special Controls and Instrumentation			
F20 Selective Building Demolition			
F2010 Building Elements Demolition			
F2020 Hazardous Components Abatement			
G - BUILDING SITEWORK		\$879,130	\$13.52
G10 Site Preparation	\$140,579		\$2.16
G1010 Site Clearing	\$25,000		\$0.38
G1020 Site Demolition and Relocations			
G1030 Site Earthwork	\$115,579		\$1.78
G1040 Hazardous Waste Remediation			
G20 Site Improvements	\$538,551		\$8.28
G2010 Roadways			
G2020 Parking Lots	\$228,551		\$3.52
G2030 Pedestrian Paving			
G2040 Site Development	\$60,000		\$0.92

SUMMARY - REPLACEMENT FACILITY

Element	Subsystem	System	Cost / SF
G2050 Landscaping	\$250,000		\$3.85
G2060 Airfield Paving			
G30 Site Mechanical Utilities	\$100,000		\$1.54
G3010 Water Supply	\$25,000		\$0.38
G3020 Sanitary Sewer	\$25,000		\$0.38
G3030 Storm Sewer	\$50,000		\$0.77
G3040 Heating Distribution			
G3050 Cooling Distribution			
G3060 Fuel Distribution			
G3090 Other Site Mechanical Utilities			
G40 Site Electrical Utilities	\$100,000		\$1.54
G4010 Electrical Distribution			
G4020 Site Lighting	\$100,000		\$1.54
G4030 Site Communications & Security			
G4090 Other Site Electrical Utilities			
G90 Other Site Construction			
G9010 Service and Pedestrian Tunnels			
G9090 Other Site Construction			
Subtotal		\$21,320,566	\$327.94
General Conditions	10.00%	\$2,132,057	\$32.79
Subtotal		\$23,452,622	\$360.74
Bonds & Insurance	3.00%	\$639,617	\$9.84
Subtotal		\$24,092,239	\$370.58
Contractor's Fee	5.00%	\$1,204,612	\$18.53
Subtotal		\$25,296,851	\$389.10
Design Contingency	20.00%	\$5,059,370	\$77.82
Subtotal		\$30,356,222	\$466.93
Escalation to MOC- NOT INCLUDED, 07/25/19	12.92%	\$3,921,061	\$60.31

TOTAL ESTIMATED CONSTRUCTION COST		\$34,277,283	\$527.24
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Total Area: 65,013 SF

REPLACEMENT FACILITY

Element	Quantity	Unit	Unit Cost	Total
A - SUBSTRUCTURE				
A10 Foundations				
A1010 Standard Foundations				
Perimeter & Center Foundation 6'x3'x1346 lf	897	cy	\$950.00	\$852,467
Excavation & Grading on high side of site	3,181	cy	\$20.00	\$63,625
				<u>\$916,092</u>
A1020 Special Foundations				
A1030 Slab on Grade				
Slab on grade	42,947	sf	\$18.00	\$773,046
				<u>\$773,046</u>
A10 Foundations				\$1,689,138
A20 Basement Construction				
A2010 Basement Excavation				
A2020 Basement Walls				
A20 Basement Construction				
A - SUBSTRUCTURE				\$1,689,138
B - SHELL				
B10 Superstructure				
B1010 Floor Construction				
B1020 Roof Construction				
Roof Structure @ 17#/sf- Joists & Deck	570	tons	\$5,000.00	\$2,852,445
Misc. Metals	57	tons	\$5,000.00	\$285,245
				<u>\$3,137,690</u>
B10 Superstructure				\$3,137,690
B20 - Exterior Enclosure				
B2010 Exterior Walls				
Exterior Masonry Wall, Int. framing, Insulation, allow at 60% of exterior	16,825	sf	\$45.00	\$757,125
Entrance Canopy- Wood Timber Beams	600	sf	\$225.00	\$135,000
				<u>\$892,125</u>
B2020 Exterior Windows				
Exterior glazing, including framing and insulation, allow at 30% of exterior	6,730	sf	\$110.00	\$740,300

REPLACEMENT FACILITY

Element	Quantity	Unit	Unit Cost	Total
				\$740,300
B2030 Exterior Doors				
Exterior doors, allow		1 ls	\$35,000.00	\$35,000
				\$35,000
B20 - Exterior Enclosure				\$1,667,425
B30 Roofing				
B3010 Roof Coverings				
Roofing, allow Standing Seam type roofing with insulation, including gutters	65,013	sf	\$18.00	\$1,170,234
				\$1,170,234
B30 Roofing				\$1,170,234
B - SHELL				\$5,975,349
C - INTERIORS				
C10 Interior Construction				
C1010 Partitions				
Int. Partitions	65,013	sf	\$32.00	\$2,080,416
				\$2,080,416
C1020 Interior Doors				
Int. Doors	65,013	sf	\$7.10	\$461,592
				\$461,592
C1030 Specialties				
Int. Specialties	65,013	sf	\$5.00	\$325,065
				\$325,065
C10 Interior Construction				\$2,867,073
C20 Stairs				
C2010 Stair Construction				
Ships Ladder		1 ft	\$10,000.00	\$10,000
				\$10,000
C20 Stairs				\$10,000
C30 Interior Finishes				
C3010 Wall Finishes				
Wall finishes, allow	65,013	sf	\$6.10	\$396,579

REPLACEMENT FACILITY

Element	Quantity	Unit	Unit Cost	Total
				\$396,579
C3020 Floor Finishes				
Floor finishes, allow	65,013	sf	\$7.50	\$487,598
				\$487,598
C3030 Ceiling Finishes				
Ceiling finishes, allow	65,013	sf	\$9.10	\$591,618
				\$591,618
C3040 Interior Coatings and Special Finishes				
Miscellaneous specialty finish, allow	65,013	sf	\$3.75	\$243,799
				\$243,799
C30 Interior Finishes				\$1,719,594
C - INTERIORS				\$4,596,667
D - SERVICES				
D10 Conveying				
D1010 Elevators & Lifts				
D1020 Weight Handling Equipment				
D1030 Escalators & Moving Walks				
D1090 Other Conveying Systems				
D10 Conveying				
D20 Plumbing				
D2010 Plumbing Fixtures				
D2020 Domestic Water Distribution				
Plumbing systems - Office	65,013			
General Plumbing Equipment	65,013	sf	\$1.50	\$97,520
Domestic Water	65,013	sf	\$3.25	\$211,292
Rough-ins	25	ea	\$1,800.00	\$45,000

REPLACEMENT FACILITY

Element	Quantity	Unit	Unit Cost	Total
Condensate Drainage	65,013	sf	\$0.50	\$32,507
Miscellaneous: seismic, start-up, drawings etc.	65,013	sf	\$2.50	\$162,533
				\$548,851
D2030 Sanitary Waste				
Plumbing systems - Office	65,013			
Sanitary Fixtures	25	ea	\$3,200.00	\$80,000
Waste / Vent	65,013	sf	\$4.25	\$276,305
				\$356,305
D2040 Rain Water Drainage				
Plumbing systems - Office	65,013			
Roof Drainage	65,013	sf	\$3.50	\$227,546
				\$227,546
D2090 Other Plumbing Systems				
Plumbing systems - Office	65,013			
D20 Plumbing				\$1,132,702
D30 HVAC				
D3010 Energy Supply				
D3020 Heat Generating Systems				
HVAC - Office	65,013	sf		
Boiler, 500 mbh	1,000	mbh	\$61.00	\$61,000
Pump w/vfd	2	ea	\$8,200.00	\$16,400
				\$77,400
D3030 Cooling Generating Systems				
D3040 Distribution Systems				
HVAC - Office	65,013	sf		
Air distribution equipment	65,013	sf	\$4.15	\$269,804
Ductwork, supply & return, insulated	65,013	sf	\$5.25	\$341,318
Ductwork, exhaust	65,013	sf	\$1.26	\$81,916
Ductwork, outside air	65,013	sf	\$1.20	\$78,016
				\$771,054
D3050 Terminal & Package Units				
HVAC - Office	65,013	sf		
Exhaust equipment	65,013	sf	\$4.00	\$260,052

Mono County Administration Office

Mammoth Lakes, CA

Programmatic

Project # 16-00368.00

07/20/16

REPLACEMENT FACILITY

Element	Quantity	Unit	Unit Cost	Total
Vav box	40	ea	\$1,000.00	\$40,000
Heating hot water piping, insulated	65,013	sf	\$3.00	\$195,039
Air distribution equipment	65,013	sf	\$2.00	\$130,026
Ductwork	53,961	lb	\$12.20	\$658,322
				<u>\$1,283,439</u>
D3060 Controls & Instrumentation				
HVAC - Office	65,013	sf		
DDC Controls	65,013	sf	\$5.15	\$334,817
				<u>\$334,817</u>
D3070 Systems Testing & Balancing				
HVAC - Office	65,013	sf		
Testing & balancing	65,013	sf	\$1.25	\$81,266
				<u>\$81,266</u>
D3090 Other HVAC Systems & Equipment				
HVAC - Office	65,013	sf		
Seismic requirements, premium	65,013	sf	\$0.35	\$22,755
Miscellaneous HVAC (start-up, drawings, rigging, etc.)	65,013	sf	\$3.50	\$227,546
				<u>\$250,300</u>
D30 HVAC				\$2,798,276
D40 Fire Protection				
D4040 Sprinklers				
Fire sprinkler system - Office	65,013	sf	\$5.50	\$357,572
				<u>\$357,572</u>
D40 Fire Protection				\$357,572
D50 Electrical				
D5010 Electrical Service & Distribution				
Electrical systems- Office	65,013			
Service and Distribution Equipment	65,013	sf	\$10.00	\$650,130
Grounding System	65,013	sf	\$0.15	\$9,752
Emergency Power	1	ls	\$125,000.00	\$125,000
UPS System	1	ls	\$100,000.00	\$100,000
HVAC & Equipment Connections	65,013	sf	\$2.00	\$130,026
Convenience Power	65,013	sf	\$4.50	\$292,559
				<u>\$1,307,466</u>
D5020 Lighting & Branch Wiring				
Electrical systems- Office	65,013			
Lighting and Lighting Controls	65,013	sf	\$15.00	\$975,195
				<u>\$975,195</u>

REPLACEMENT FACILITY

Element	Quantity	Unit	Unit Cost	Total
D5030 Communications & Security Electrical systems- Office	65,013			
D5090 Other Electrical Systems Electrical systems- Office	65,013			
Fire Alarm System	65,013	sf	\$3.25	\$211,292
Telecommunications & A/V Systems	65,013	sf	\$7.00	\$455,091
Security, DAS & Emergency Duress Call Systems	65,013	sf	\$4.50	\$292,559
				<u>\$958,942</u>

D50 Electrical **\$3,241,603**

D - SERVICES **\$7,530,152**

E20 Furnishings

E2010 Fixed Furnishings Interior specialties, including casework, equipment, cabinets	65,013	sf	\$10.00	\$650,130
				<u>\$650,130</u>

E2020 Moveable Furnishings

E20 Furnishings **\$650,130**

E - EQUIPMENT & FURNISHINGS **\$650,130**

G10 Site Preparation **\$140,579**

G20 Site Improvements

G2010 Roadways

G2020 Parking Lots Site circulation paving & Parking Striping & Signage	23,405	sf	\$8.00	\$187,237
Standard stall	177	ea	\$31.51	\$5,574
Handicap symbols	9	ea	\$94.52	\$836
Concrete wheel stops	186	ea	\$51.57	\$9,579
Directional signage	15	ea	\$135.12	\$2,027
Hatched striping	2,654	sf	\$5.26	\$13,958
ADA truncated texture strip	25	lf	\$53.57	\$1,339
Bollards, 8" Steel	16	ea	\$500.00	\$8,000
				<u>\$228,551</u>

REPLACEMENT FACILITY

Element	Quantity	Unit	Unit Cost	Total
G2030 Pedestrian Paving				
G2040 Site Development				
Site Hardscapes	5,000	sf	\$12.00	\$60,000
Site fencing		Not an		
				<u>\$60,000</u>
G2050 Landscaping				
Landscape improvements, allow at and around building	50,000	sf	\$5.00	\$250,000
				<u>\$250,000</u>
G20 Site Improvements				\$538,551
G30 Site Mechanical Utilities				\$100,000
G40 Site Electrical Utilities				
G4010 Electrical Distribution				
G4020 Site Lighting				
Electrical site lighting, pedestrian circulation	1	ls	\$100,000.00	\$100,000
				<u>\$100,000</u>
G4030 Site Communications & Security				
G4090 Other Site Electrical Utilities				
G40 Site Electrical Utilities				\$100,000
G - BUILDING SITEWORK				\$879,130

Mono County Administration Office
 Mammoth Lakes, CA
 Programmatic

CURRENT NRA: 31,163 SF
 NEW SPACE ADDED: 11,784 SF
 TOTAL NEW COUNTY ONLY SPACE: 42,947 SF
 BALANCE of SPACE: 22,066 SF
 TOTAL SPACE: 65,013 SF

COUNTY SPACE 42,947 SF
 TOWN SPACE 22,066 SF
 TOTAL SPACE: 65,013 SF

Renovate & Bring up to Code Existing

Element	System	Cost/SF
A) SUBSTRUCTURE	\$0	\$0.00
B) SHELL	\$2,065,378	\$48.09
C) INTERIORS	\$2,591,851	\$60.35
D) SERVICES	\$4,125,605	\$96.06
E) EQUIPMENT & FURNISHINGS	\$429,470	\$10.00
F) SPECIAL CONSTRUCTION & DEMOLITION	\$528,287	\$12.30
G) BUILDING SITEWORK	\$133,783	\$3.12
Subtotal Cost	\$9,874,374	\$229.92
General Requirements	\$987,437	\$22.99
Subguard Insurance	\$325,854	\$6.90
Design Contingency	\$559,383	\$12.99
Escalation to MOC- NOT INCLUDED, 07/25/19	\$2,349,410	\$54.56
Total Estimated Construction Cost	\$1,820,815	\$42.28
	\$15,917,274	\$369.64 /GBA

Replacement Facility

System	Cost/SF
\$1,689,138	\$25.98
\$5,975,349	\$91.91
\$4,596,667	\$70.70
\$7,530,152	\$115.83
\$650,130	\$10.00
\$0	\$0.00
\$879,130	\$13.52
\$21,320,566	\$327.94
\$2,132,057	\$32.79
\$639,617	\$9.84
\$1,204,612	\$18.53
\$5,059,370	\$77.82
\$3,921,061	\$60.31
\$34,277,283	\$527.24 /GBA

Annual Estimated Rent Cof 8.0% \$2,990,057 \$ 50.20 /GBA

4.0% \$2,177,550 \$33.49 /GBA

Appendix 2

Financial Analysis



Mono County Administration Office
Mammoth Lakes, CA
Programmatic

Project # 16-00368.00
06/22/16

CURRENT NRA:	31,163 SF	
NEW SPACE ADDED:	11,784 SF	66.1% 1County/2Total
TOTAL NEW COUNTY ONLY NRA:	1 42,947 SF	
BALANCE of SPACE:	22,066 SF	
TOTAL GROSS AREA ("GBA"):	2 65,013 SF	

SUMMARY - RENOVATE & BRING UP TO CODE EXISTING

Element	County		Cummings Original Cost	
	Renovated Space		System	GBA SF
A - SUBSTRUCTURE	\$0		\$0	\$0.00
B - SHELL	\$2,065,378	66.1%	\$3,126,561	\$48.09
C - INTERIORS	\$2,591,851	66.1%	\$3,923,535	\$60.35
D - SERVICES	\$4,125,605	66.1%	\$6,245,324	\$96.06
E - EQUIPMENT & FURNISHINGS	\$429,470	66.1%	\$650,130	\$10.00
F - SPECIAL CONSTRUCTION & DEMOLITION	\$528,287	66.1%	\$799,719	\$12.30
G - BUILDING SITEWORK	\$133,783	66.1%	\$202,520	\$3.12
	Subtotal		\$14,947,788	\$229.92
General Conditions	10.00%	\$987,437	\$1,494,779	\$22.99
Subtotal		\$10,861,811	\$16,442,567	\$252.91
Bonds & Insurance	3.00%	\$325,854	\$448,434	\$6.90
Subtotal		\$11,187,665	\$16,891,000	\$259.81
Contractor's Fee	5.00%	\$559,383	\$844,550	\$12.99
Subtotal		\$11,747,049	\$17,735,550	\$272.80
Design Contingency	20.00%	\$2,349,410	\$3,547,110	\$54.56
Subtotal		\$14,096,458	\$21,282,661	\$327.36
Escalation to MOC- NOT INCLUDED, 07/25/19	12.92%	\$1,820,815	\$2,749,045	\$42.28
TOTAL ESTIMATED CONSTRUCTION COST		\$15,917,274	\$24,031,705	\$369.64 /GBA

ESTIMATED RENT BASED ON COST OF FUNDS ON NEW CONSTRUCTION and SUSTAINING PAYMENTS ON EXISTING SPACE

Rent = Cost of Funds Attributable to Total Construction Costs	8.0%	1,273,382	\$19.59 /GBA
<i>Assumption: Municipal bond or other source of funding given prevailing rates. Unknown amortization period and bond rating(s) and available funding channels.</i>			
plus			
Existing Rent on Existing Space (Average Last Three Years)		1,183,936	\$18.21 /GBA
Non-Rent or "Other Costs of Occupancy"			
		532,739	\$12.40 /GBA
ESTIMATED RENT PER ANNUM		\$2,990,057	\$50.20 /GBA SF

Excerpt from Cummings tab ("RENOVATE EXISTING SPACE")

Subtotal		\$14,947,788	\$229.92
General Conditions	10.00%	\$1,494,779	\$22.99
Subtotal		\$21,282,661	\$327.36
Custom 1	0.00%	\$0	\$0.00
Subtotal		\$21,282,661	\$327.36
Custom 2	0.00%	\$0	\$0.00
Subtotal		\$21,282,661	\$327.36
Custom 3	0.00%	\$0	\$0.00
Subtotal		\$21,282,661	\$327.36
Escalation to MOC- NOT INCLUDED, 07/25/19	12.92%	\$2,749,045	\$42.28
TOTAL ESTIMATED CONSTRUCTION COST		\$24,031,705	\$369.64

Total Area: 65,013 SF

7/19/16 EDIT: City is NOT to be added as a new tenant in a renovation. Our approach reduce cost pro-rata to reflect reduction of 22,066sf from the renovation budget. Pro rata was used as line item parsing was not provided.

SUMMARY			
Element	Area	Cost / SF	Total
Renovate & Bring up to Code Existing	42,947	\$369.64	\$15,875,127
Replacement Facility	65,013	\$527.24	\$34,277,283
County Offices w Shared Space	42,947		\$22,643,263
Town of Mammoth Offices w Shared Space	22,066		\$11,634,020

UNIFORMAT (TEMPLATE) Project Information

Project Name: Mono County Administration Office
Sub Name: Renovate & Bring up to Code Existing
Location: Mammoth Lakes, CA
Milestone/Stage: Programmatic
Client: Collaborative Design Studio
Estimate Date: 06/22/16
Project #: 16-00368.00
Area (SF): 65,013
Building/Site: Building
Include In Matrix: Yes

Mono County Administration Office
Mammoth Lakes, CA
Programmatic

Project # 16-00368.00
06/22/16

COUNTY SPACE 42,947 SF
TOWN SPACE 22,066 SF
TOTAL SPACE: 65,013 SF

SUMMARY - REPLACEMENT FACILITY

Element		System	Cost / SF
A - SUBSTRUCTURE		\$1,689,138	\$25.98
B - SHELL		\$5,975,349	\$91.91
C - INTERIORS		\$4,596,667	\$70.70
D - SERVICES		\$7,530,152	\$115.83
E - EQUIPMENT & FURNISHINGS		\$650,130	\$10.00
F - SPECIAL CONSTRUCTION & DEMOLITION		\$0	\$0.00
G - BUILDING SITEWORK		\$879,130	\$13.52
Subtotal		\$21,320,566	\$327.94
General Conditions	10.00%	\$2,132,057	\$32.79
Subtotal		\$23,452,622	\$360.74
Bonds & Insurance	3.00%	\$639,617	\$9.84
Subtotal		\$24,092,239	\$370.58
Contractor's Fee	5.00%	\$1,204,612	\$18.53
Subtotal		\$25,296,851	\$389.10
Design Contingency	20.00%	\$5,059,370	\$77.82
Subtotal		\$30,356,222	\$466.93
Escalation to MOC- NOT INCLUDED, 07/25/19	12.92%	\$3,921,061	\$60.31
TOTAL ESTIMATED CONSTRUCTION COST		\$34,277,283	\$527.24 /GBA

ESTIMATED RENT BASED ON COST OF FUNDS ON NEW CONSTRUCTION and SUSTAINING PAYMENTS ON EXISTING SPACE

RENT= Cost of Funds Attributable to Total Construction Costs	4.0%	1,371,091	\$21.09 /GBA
<i>Assumption: Municipal bond or other source of funding given prevailing rates. Unknown amortization period and bond rating(s) and available funding channels.</i>			
plus			
Existing Rent on Existing Space (Average Last Three Years)		nil	
Non-Rent or "Other Costs of Occupancy"		806,459	\$12.40 /GBA

ESTIMATED RENT PER ANNUM \$2,177,550 \$33.49 /GBA SF

EXISTING OFFICES-RENT vs OTHER COSTS OF OCCUPANCY

AVG. LAST THREE YEARS

	Sq. ft.		PSF
	31,163		
Rent	783,020		24.23
Utilities	145,909		4.51
Repairs & Maint.	36,452		1.13
Insurance	19,892		0.62
Payroll and Related	89,433		2.77
Third Party Services	3,749		0.12
Property Tax	45,578		1.41
Other	27,952		0.86
Management Fee	31,950		0.99
Total	1,183,936		36.63
Simple Split:			
	Rent		24.23
	Non-Rent or "Other Costs of Occupancy"		12.40
	Total		36.63

2015-16

	Sq. ft.		PSF
	32,320		
Rent	757,024		23.42
Utilities	132,573		4.10
Repairs & Maint.	37,415		1.16
Insurance	23,709		0.73
Payroll and Related	86,555		2.68
Third Party Services	3,268		0.10
Property Tax	51,129		1.58
Other	26,047		0.81
Management Fee	29,430		0.91
Total	1,147,150		35.49

2012-13

	Sq. ft.		PSF
	29776		
Rent	666889.56		22.396882
Utilities	137949.6488		4.6329141
Repairs & Maint.	21830.27049		0.7331499
Insurance	18123.5831		0.6086641
Payroll and Related	75109.41807		2.5224818
Third Party Services	0		0
Property Tax	55093.81834		1.850276
Other	9580.940052		0.3217672
Management Fee	21204.63		0.7121383
Total	1005781.869		33.778273

2014-15

	Sq. ft.		PSF
	31,394		
Rent	917,687		29.23
Utilities	146,934		4.68
Repairs & Maint.	39,301		1.25
Insurance	17,128		0.55
Payroll and Related	87,092		2.77
Third Party Services	2,671		0.09
Property Tax	50,125		1.60
Other	33,181		1.06
Management Fee	33,859		1.08
Total	1,327,980		42.30

2011-12

	Sq. ft.		PSF
	29776		
Rent	655484.4		22.01385
Utilities	202173.7261		6.7898215
Repairs & Maint.	28799.64098		0.9672099
Insurance	15904.03196		0.5341225
Payroll and Related	55906.32		1.8775631
Third Party Services	0		0
Property Tax	79832.72076		2.6811096
Other	34660.05597		1.1640266
Management Fee	25269.30321		0.8486467
Total	1098030.199		36.87635

2013-14

	Sq. ft.		PSF
	29,776		
Rent	674,348		22.65
Utilities	158,220		5.31
Repairs & Maint.	32,641		1.10
Insurance	18,838		0.63
Payroll and Related	94,653		3.18
Third Party Services	5,309		0.18
Property Tax	35,481		1.19
Other	24,627		0.83
Management Fee	32,561		1.09
Total	1,076,678		36.16

2010-11

	Sq. ft.		PSF
	29776		
Rent	647299.68		21.738974
Utilities	198755.06		6.6750087
Repairs & Maint.	113246.7		3.8032879
Insurance	15019.05		0.5044012
Payroll and Related	60918.41		2.0458896
Third Party Services	1905.01		0.063978
Property Tax	78749.86		2.6447427
Other	37280.61		1.2520355
Management Fee	33540.51		1.1264277
Total	1186714.89		39.854745

EXISTING OFFICES TOTAL

2015-16			
	Sq. ft.		PSF
Rent	757,024		23.42
Utilities	132,573		4.10
Repairs & Maint.	37,415		1.16
Insurance	23,709		0.73
Payroll and Related	86,555		2.68
Third Party Services	3,268		0.10
Property Tax	51,129		1.58
Other	26,047		0.81
Management Fee	29,430		0.91
Total	1,147,150		35.49

2014-15			
	Sq. ft.		PSF
Rent	917,687		29.23
Utilities	146,934		4.68
Repairs & Maint.	39,301		1.25
Insurance	17,128		0.55
Payroll and Related	87,092		2.77
Third Party Services	2,671		0.09
Property Tax	50,125		1.60
Other	33,181		1.06
Management Fee	33,859		1.08
Total	1,327,980		42.30

2013-14			
	Sq. ft.		PSF
Rent	674,348		22.65
Utilities	158,220		5.31
Repairs & Maint.	32,641		1.10
Insurance	18,838		0.63
Payroll and Related	94,653		3.18
Third Party Services	5,309		0.18
Property Tax	35,481		1.19
Other	24,627		0.83
Management Fee	32,561		1.09
Total	1,076,678		36.16

2012-13			
	Sq. ft.		PSF
Rent	666,890		22.40
Utilities	137,950		4.63
Repairs & Maint.	21,830		0.73
Insurance	18,124		0.61
Payroll and Related	75,109		2.52
Third Party Services	-		0.00
Property Tax	55,094		1.85
Other	9,581		0.32
Management Fee	21,205		0.71
Total	1,005,782		33.78

2011-12			
	Sq. ft.		PSF
Rent	655,484		22.01
Utilities	202,174		6.79
Repairs & Maint.	28,800		0.97
Insurance	15,904		0.53
Payroll and Related	55,906		1.88
Third Party Services	-		0.00
Property Tax	79,833		2.68
Other	34,660		1.16
Management Fee	25,269		0.85
Total	1,098,030		36.88

2010-11			
	Sq. ft.		PSF
Rent	647,300		21.74
Utilities	198,755		6.68
Repairs & Maint.	113,247		3.80
Insurance	15,019		0.50
Payroll and Related	60,918		2.05
Third Party Services	1,905		0.06
Property Tax	78,750		2.64
Other	37,281		1.25
Management Fee	33,541		1.13
Total	1,186,715		39.85

SIERRA CENTER

2015-16			
	Sq. ft.		PSF
Rent	634,630		29.32
Utilities	83,072		3.84
Repairs & Maint.	11,304		0.52
Insurance	13,954		0.64
Payroll and Related	44,497		2.06
Third Party Services	3,268		0.15
Property Tax	30,817		1.42
Other	13,099		0.61
Management Fee	23,894		1.10
Total	858,534		39.66

2014-15			
	Sq. ft.		PSF
Rent	795,293		38.38
Utilities	90,116		4.35
Repairs & Maint.	13,190		0.64
Insurance	7,373		0.36
Payroll and Related	50,641		2.44
Third Party Services	2,551		0.12
Property Tax	29,814		1.44
Other	22,843		1.10
Management Fee	28,322		1.37
Total	1,040,144		50.20

2013-14			
	Sq. ft.		PSF
Rent	551,954		26.64
Utilities	103,879		5.01
Repairs & Maint.	17,861		0.86
Insurance	9,503		0.46
Payroll and Related	49,114		2.37
Third Party Services	5,309		0.26
Property Tax	13,738		0.66
Other	16,264		0.78
Management Fee	26,355		1.27
Total	793,979		38.32

2012-13			
	Sq. ft.		PSF
Rent	544,495		26.28
Utilities	53,283		2.57
Repairs & Maint.	4,376		0.21
Insurance	9,657		0.47
Payroll and Related	32,452		1.57
Third Party Services	-		0.00
Property Tax	34,076		1.64
Other	3,763		0.18
Management Fee	14,999		0.72
Total	697,102		33.65

2011-12			
	Sq. ft.		PSF
Rent	534,550		25.80
Utilities	116,972		5.65
Repairs & Maint.	11,346		0.55
Insurance	7,437		0.36
Payroll and Related	20,744		1.00
Third Party Services	-		0.00
Property Tax	58,815		2.84
Other	27,591		1.33
Management Fee	19,064		0.92
Total	796,519		38.44

2010-11			
	Sq. ft.		PSF
Rent	527,769		25.47
Utilities	109,224		5.27
Repairs & Maint.	18,519		0.89
Insurance	6,640		0.32
Payroll and Related	21,745		1.05
Third Party Services	-		0.00
Property Tax	57,805		2.79
Other	31,723		1.53
Management Fee	27,335		1.32
Total	800,760		38.65

MINERAT MALL

2015-16			
	Sq. ft.		PSF
Rent	122,394		11.47
Utilities	49,501		4.64
Repairs & Maint.	26,111		2.45
Insurance	9,755		0.91
Payroll and Related	42,059		3.94
Third Party Services	-		0.00
Property Tax	20,311		1.90
Other	12,948		1.21
Management Fee	5,537		0.52
Total	288,617		27.04

2014-15			
	Sq. ft.		PSF
Rent	122,394		11.47
Utilities	56,819		5.32
Repairs & Maint.	26,111		2.45
Insurance	9,755		0.91
Payroll and Related	36,451		3.41
Third Party Services	120		0.01
Property Tax	20,311		1.90
Other	10,338		0.97
Management Fee	5,537		0.52
Total	287,836		26.96

2013-14			
	Sq. ft.		PSF
Rent	122,394		13.51
Utilities	54,340		6.00
Repairs & Maint.	14,780		1.63
Insurance	9,335		1.03
Payroll and Related	45,538		5.03
Third Party Services	-		0.00
Property Tax	21,743		2.40
Other	8,363		0.92
Management Fee	6,205		0.69
Total	282,699		31.21

2012-13			
	Sq. ft.		PSF
Rent	122,394		13.51
Utilities	84,666		9.35
Repairs & Maint.	17,454		1.93
Insurance	8,467		0.93
Payroll and Related	42,657		4.71
Third Party Services	-		0.00
Property Tax	21,018		2.32
Other	5,818		0.64
Management Fee	6,205		0.69
Total	308,680		34.08

2011-12			
	Sq. ft.		PSF
Rent	120,934		13.35
Utilities	85,202		9.41
Repairs & Maint.	17,454		1.93
Insurance	8,467		0.93
Payroll and Related	35,163		3.88
Third Party Services	-		0.00
Property Tax	21,018		2.32
Other	7,069		0.78
Management Fee	6,205		0.69
Total	301,511		33.29

2010-11			
	Sq. ft.		PSF
Rent	119,530		13.20
Utilities	89,531		9.89
Repairs & Maint.	94,728		10.46
Insurance	8,379		0.93
Payroll and Related	39,173		4.33
Third Party Services	1,905		0.21
Property Tax	20,945		2.31
Other	5,558		0.61
Management Fee	6,205		0.69
Total	385,955		42.61

Appendix 3

13 September 2016 Board Presentation



Mono County Government Center

Feasibility Study Presentation
13 September, 2016

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Purpose of the Study

- Assess the needs of the County thru 2026
- Translate to space needs
- Compare two options for consideration
 - Long term lease of Sierra Center Mall
 - Construct a new joint facility with the Town of Mammoth
- Develop independent cost estimates for each option
- Develop a financial analysis

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DESIGN
STUDIO *A combination of experience and plan*

Methodology

- Met with CAO and County Staff to determine the needs and goals of the study.
- Toured the existing facility with Mechanical and Electrical Consultants and a representative of the owner.
- Interviewed staff members from each Department.
- Developed a Space Program to accommodate the current and future needs of the County.
- Cost Consultants developed estimates for each option based on Space Program, noted deficiencies and construction similar to a new facility.
- Prepared a financial analysis comparing the options.

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Findings

- 43,000 GSF is required to meet the needs of the County.
- Sierra Center Mall is a valid option to consider provided:
 - MEP + FS systems are upgraded to conform to current code requirements.
 - All improvements are consistent with institutional standards.
 - Detailed space planning accommodates all the projected needs efficiently.
 - The building provides energy efficiency similar to a new facility.
 - Complete disabled access is provided throughout.
 - High security is provided for all County offices.
 - Favorable cost benefits when compared to other options.
- A New Facility is purpose built and stand alone

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Building Cost Comparison

Sierra Center Mall

- \$986,798 annual rent (year 1)
- Includes \$50/SF T.I. allowance.
- 3% per year escalation (escalating to \$1,730,356.97 in year 20)
- \$26,515,642.55 Total Cost of Leasing (20 years)
- No ownership at end of lease.

New Facility

- \$1,371,091 annual mortgage payments (assumes 4% interest).
- Includes \$527/SF Construction Cost allowance.
- No annual escalation
- \$27,421,820.00 Total Cost of Ownership
- Full ownership after approx. 20 years.
- Could be structured with escalating payments (slightly higher cost).

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Other Considerations

Sierra Center Mall

- Ongoing additional costs of occupancy, i.e. CAM, legal, repairs, maintenance, etc.
- Higher annual utility costs.
- Shared space with other tenants.
- Property tax liability.
- Minimal allowance for tenant improvements.

New Facility

- Little to no additional cost of ownership.
- Minimal utility cost; possible Zero Net Energy building.
- Higher security / full control of all County space.
- No property tax liability.
- Purpose built facility to County specifications.

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Total Cost of Occupancy over 20 Years

Sierra Center Mall 38,248 SF Proposed

• Rent	\$ 26,515,642
• Utilities (\$4.40/SF/yr)	\$ 3,365,824
• Repairs/Maint.	\$ 512,523
• Insurance	\$ 374,830
• Payroll and Related	\$ 1,751,758
• 3rd Party Services	\$ 137,692
• Property Tax	\$ 895,003
• Other	\$ 657,866
• <u>Management Fee</u>	<u>\$ 634,916</u>
• Total Cost	\$ 34,846,054

New Facility 42,947 SF Proposed (Basic Title 24 Compliant)

• Mortgage	\$ 27,421,820
• Utilities (\$3.00/SF/yr)	\$ 2,576,820
• Repairs/Maint.	\$ 250,000
• Insurance (\$24K/yr)	\$ 480,000
• Payroll and Related	\$ 0
• 3rd Party Services	\$ 0
• Property Tax	\$ 0
• Other	\$ 712,920
• Management Fee	\$ 0
• <u>Land Cost</u>	<u>\$ 300,000</u>
• Total Cost	\$ 31,741,560



Energy Efficient Cost of Occupancy

New Facility (33% Greater Energy Efficiency) 42,947 SF Proposed

• Mortgage	\$ 27,970,256
• Utilities (\$2.00/SF/yr)	\$ 1,717,880
• Repairs/Maint.	\$ 250,000
• Insurance (\$24K/yr)	\$ 480,000
• Payroll and Related	\$ 0
• 3rd Party Services	\$ 0
• Property Tax	\$ 0
• Other	\$ 712,920
• Management Fee	\$ 0
• <u>Land Cost</u>	<u>\$ 300,000</u>
• Total Cost	\$ 31,431,056

New Facility (Net Zero Energy Building) 42,947 SF Proposed

• Mortgage	\$ 28,792,911
• Utilities (\$0.00/SF/yr)	\$ 0
• Repairs/Maint.	\$ 250,000
• Insurance (\$24K/yr)	\$ 480,000
• Payroll and Related	\$ 0
• 3rd Party Services	\$ 0
• Property Tax	\$ 0
• Other	\$ 712,920
• Management Fee	\$ 0
• <u>Land Cost</u>	<u>\$ 300,000</u>
• Total Cost	\$ 30,535,831



Total Cost of Occupancy Comparison

Facility	Cost per Gross Square Foot / 20 years
<ul style="list-style-type: none"> • Sierra Center Mall <ul style="list-style-type: none"> • Fully Renovated 	• \$911.05 / GSF / 20 years
<ul style="list-style-type: none"> • New Facility <ul style="list-style-type: none"> • Basic Title 24 Compliance 	• \$739.09 / GSF / 20 years
<ul style="list-style-type: none"> • New Facility <ul style="list-style-type: none"> • 33% Energy Reduction 	• \$731.86 / GSF / 20 years
<ul style="list-style-type: none"> • New Facility <ul style="list-style-type: none"> • Net Zero Energy 	• \$711.01 / GSF / 20 years

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OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE February 14, 2017

Departments: Public Works - Engineering Division

TIME REQUIRED 10 minutes (5 minutes presentation,
5 minutes discussion)

PERSONS APPEARING BEFORE THE BOARD Garrett Higerd

SUBJECT Program Supplement Agreement for
the Systemic Safety Analysis Report
Project (SSARP)

AGENDA DESCRIPTION:

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

The SSARP will identify areas of safety concern on the Mono County maintained road network and will be used to improve the safety of the whole system by identifying the most effective future safety projects.

RECOMMENDED ACTION:

Consider and potentially adopt proposed resolution "A Resolution of the Mono County Board of Supervisors, State of California, Approving Program Supplement Agreement No. 0091 Rev. 000 to Administering Agency-State Master Agreement No. 00187S for the Systemic Safety Analysis Report Project."

FISCAL IMPACT:

Total project cost is \$50,000 to be paid by the State and Federal Projects Fund, of which \$45,000 will be reimbursed by the State. Engineering staff time will be used for a \$5,000 local match. Approval of the attached Resolution, along with execution of the Program Supplement, will authorize the State to disburse the appropriate funds necessary to reimburse the County for costs related to the Systemic Safety Analysis Report Project.

CONTACT NAME: Garrett Higerd

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

[staff report](#)

[draft resolution](#)

[Supplement Agreement](#)

History

Time	Who	Approval
2/9/2017 2:23 PM	County Administrative Office	Yes
2/7/2017 1:51 PM	County Counsel	Yes
2/8/2017 3:43 PM	Finance	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

Date: February 14, 2017

To: Honorable Chair and Members of the Board of Supervisors

From: Garrett Higerd, County Engineer

Re: Program Supplement Agreement for the Systemic Safety Analysis Report Project

Recommended Action:

Consider and potentially adopt proposed resolution "A Resolution of the Mono County Board of Supervisors, State of California, Approving Program Supplement Agreement No. 0091 Rev. 000 to Administering Agency-State Master Agreement No. 00187S for the Systemic Safety Analysis Report Project."

Fiscal Impact:

Total project cost is \$50,000 to be paid by the State and Federal Projects Fund, of which \$45,000 will be reimbursed by the State. Engineering staff time will be used for a \$5,000 local match. Approval of the attached Resolution, along with execution of the Program Supplement, will authorize the State to disburse the appropriate funds necessary to reimburse the County for costs related to the Systemic Safety Analysis Report Project.

Background:

The attached Program Supplement will provide the State with authorization to reimburse Mono County for the Systemic Safety Analysis Report Project (SSARP). The SSARP will identify areas of safety concern on the Mono County maintained road network and will be used to improve the safety of the whole system by identifying the most effective future safety projects.

Strategic Plan Focus Areas: Public Safety, Infrastructure

Please contact me at 760.924.1802 or by email at ghigerd@mono.ca.gov if you have any questions regarding this matter.

Respectfully submitted,

Garrett Higerd, PE
County Engineer

Attachments: Exhibit 1 – Draft Resolution for the Program Supplement
Exhibit 2 – Program Supplement No. 0091 Rev. 000



RESOLUTION NO. R17-___

**A RESOLUTION OF THE
MONO COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA,
APPROVING PROGRAM SUPPLEMENT AGREEMENT NO. 0091 REV. 000
TO ADMINISTERING AGENCY-STATE MASTER AGREEMENT NO. 00187S
FOR THE
SYSTEMIC SAFETY ANALYSIS REPORT PROJECT**

WHEREAS, consistent with applicable sections of the California Streets and Highways Code and the State Transportation Improvement Program Guidelines, Mono County has been allocated State funds to be utilized for a systemic safety analysis report that will identify the most effective future safety projects on the Mono County maintained road network, and

WHEREAS, in order to receive said funding the County must approve and process a “Program Supplement Agreement” and designate a County Official to execute and process said documents.

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors has reviewed and hereby approves “Program Supplement No. 0091 Rev. 000 to Administering Agency–State Master Agreement No. 00187S” concerning the Systemic Safety Analysis Report Project, and

BE IT ALSO RESOLVED, that the Mono County Director of Public Works is hereby designated as the County Official authorized to execute and process the afore-referenced document; and to execute and process future requests of this nature which will lead to the timely reimbursement of County funds associated with this project.

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APPROVED AND ADOPTED this 14th day of February 2017, by the following vote of the Board of Supervisors, County of Mono:

AYES :

NOES :

ABSENT :

ABSTAIN :

Stacey Coreless, Chair
Mono County Board of Supervisors

ATTEST:

Approved as to Form:

Clerk of the Board

County Counsel

DEPARTMENT OF TRANSPORTATION

Division of Local Assistance
1120 N STREET
P.O. BOX 942874, MS# 1
Sacramento, CA 94274-0001
TTY 711
(916) 654-3883
Fax (916) 654-2408



October 6, 2016

File : 09-MNO-0-CR
SSARPL-5947(054)
Mono County

Mr. Jeff Walters
Director of Public Works
Mono County
P.O. BOX 457
Bridgeport, CA 93717



Dear Mr. Walters:

Enclosed are two originals of the Program Supplement Agreement No. 0091 Rev. 000 to Administering Agency-State Master Agreement No. 00187S and an approved Finance Letter for the subject project. Please retain the signed Finance Letter for your records.

Please sign both Program Supplement Agreements and return them to this office, Office of Local Programs - MS1 within 90 days from receipt of this letter. If the signed Agreements are not received back in this office within 90 days, funds will be disencumbered and/or deobligated. Alterations should not be made to the agreement language or funding. ATTACH YOUR LOCAL AGENCY'S CERTIFIED AUTHORIZING RESOLUTION THAT CLEARLY IDENTIFIES THE PROJECT AND THE OFFICIAL AUTHORIZED TO EXECUTE THE AGREEMENT. A fully executed copy of the agreement will be returned to you upon ratification by Caltrans. No invoices for reimbursement can be processed until the agreement is fully executed.

The State budget authority supporting the encumbered funds is only available for liquidation up to specific deadlines. These deadlines are shown on the attached Finance Letter as the "Reversion Date". Please ensure that your invoices are submitted at least 60 days prior to the reversion date to avoid any lapse of funds. If your agency is unable to seek reimbursement by this date you may request an extension through a Cooperative Work Agreement (CWA). A CWA is subject to the final approval of the State Department of Finance. If approved, the CWA may extend the deadline for up to two years.

Your prompt action is requested. If you have questions, please contact your District Local Assistance Engineer.

Sincerely,

Handwritten signature of John Hoole in blue ink.

JOHN HOOLE, Chief
Office of Project Implementation - South
Division of Local Assistance

Enclosures

c: OLP AE Project Files
(09) DLAE - Forest Becket

DEPARTMENT OF TRANSPORTATION
 DIVISION OF ACCOUNTING
 LOCAL PROGRAM ACCOUNTING BRANCH

FINANCE LETTER

Date: 10/04/2016 EA No:
 D_CO_RT: 09-MNO-0-CR
 Project No: SSARPL-5947(054)
 Adv Project Id: 0917000015
 Period of Performance End Date:
 Agreement End Date:

Attention: Mono County

FINANCE ITEMS	PRO RATA OR LUMP SUM	TOTAL COST OF WORK	PART. COST	STATE FUNDS	LOCAL FUNDS
Agency Preliminary Engineering	Lump Sum	\$50,000.00	\$50,000.00	\$45,000.00	\$5,000.00
Totals:		\$50,000.00	\$50,000.00	\$45,000.00	\$5,000.00

Participation Ratio: 100.00% This Finance Letter was created based on specific financial information provided by the responsible local agency. The following encumbrance history is prepared by Local Assistance Accounting Office and is provided here for local agency's information and action.

Signature: 

Title: HQ Sr. Engineer

For questions regarding finance letter, contact:

Printed Name : Nahed A. Abdin
 Telephone No: (916) 653-7928

Remarks: Allocation Request for SSARP.
 Project no. 50, SSARP_ID P1021. -- cng 9/7/2016

ACCOUNTING INFORMATION							Cooperative Work Agreement			
ADV. PROJECT ID	APPROP. UNIT	STATE PROG.	FED/STATE	ENCUMBRANCE AMOUNT	APPROP. YEAR	EXPENDITURE AMOUNT	ENCUMBRANCE BALANCE	REVERSION DATE	APPROVED AMOUNT	EXPIRATION DATE
0917000015	16102	2030010550		\$45,000.00	1516	\$0.00	\$45,000.00	06/30/21		

PROGRAM SUPPLEMENT NO. 091
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR STATE FUNDED PROJECTS NO 00187S

Adv Project ID **Date:** September 23, 2016
0917000015 **Location:** 09-MNO-0-CR
Project Number: SSARPL-5947(054)
E.A. Number:
Locode: 5947

This Program Supplement, effective _____, hereby adopts and incorporates into the Administering Agency-State Agreement No. 00187S for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of 11/21/08 and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the ADMINISTERING AGENCY on _____ (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

PROJECT LOCATION:

Mono County

TYPE OF WORK: Identify areas of safety concern on the Mono County maintained road network.

Estimated Cost	State Funds		Matching Funds	
	STATE		LOCAL	OTHER
\$50,000.00	\$45,000.00		\$5,000.00	\$0.00

COUNTY OF MONO

STATE OF CALIFORNIA
Department of Transportation

By _____
Title _____
Date _____
Attest _____

By _____
Chief, Office of Project Implementation
Division of Local Assistance
Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer Jennie Yee

Date 9/23/16 \$45,000.00

SPECIAL COVENANTS OR REMARKS

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

SPECIAL COVENANTS OR REMARKS

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the encumbrance of funds under this Agreement. Funding and reimbursement are available only upon the passage of the State Budget Act containing these STATE funds.
2. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

3. ADMINISTERING AGENCY agrees to comply with Office of Management and Budget (OMB) Circular A-87, Cost Principles for State and Local Governments, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Notwithstanding the foregoing, ADMINISTERING AGENCY shall not be required to comply with 49 CFR, Part 18.36 (i), subsections (3), (4), (5), (6), (8), (9), (12) and (13).
4.
 1. This PROJECT is funded with State-Only funding from the Systemic Safety Analysis Report Program (SSARP). ADMINISTERING AGENCY agrees to administer PROJECT in accordance with the SSARP Guidelines under which the project was selected.
 2. The ADMINISTERING AGENCY agrees to follow all relevant State laws and requirements including the California Environmental Quality Act (CEQA).
 3. This PSA allows reimbursement of eligible PROJECT expenditures to the ADMINISTERING AGENCY for which the SSARP State funds are allocated. The effective State allocation date establishes the eligibility date for the ADMINISTERING AGENCY to start reimbursable work. Any work performed prior the effective allocation

SPECIAL COVENANTS OR REMARKS

date is not eligible for reimbursement from the SSARP funds.

4. ADMINISTERING AGENCY agrees that SSARP funds available for reimbursement will be limited to the amount allocated and encumbered by the STATE consistent with the scope of work in the STATE approved application. Funds encumbered may not be used for a modified scope of work after a project is awarded unless approved by the Statewide SSARP Coordinator prior to performing work.

5. ADMINISTERING AGENCY agrees to the program delivery and reporting requirements established by the SSARP Guidelines. The study and the Systemic Safety Analysis Report (SSAR) must be completed within thirty-six (36) months of the funding allocation. The Final Report of Expenditure, the final invoice and the SSAR report must be submitted to the DLAE within six (6) months of the report completion.

PROGRAM SUPPLEMENT NO. 091
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR STATE FUNDED PROJECTS NO 00187S

Adv Project ID **Date:** September 23, 2016
0917000015 **Location:** 09-MNO-0-CR
Project Number: SSARPL-5947(054)
E.A. Number:
Locode: 5947

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The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

PROJECT LOCATION:

Mono County

TYPE OF WORK: Identify areas of safety concern on the Mono County maintained road network.

Estimated Cost	State Funds		Matching Funds	
	STATE		LOCAL	OTHER
\$50,000.00	\$45,000.00		\$5,000.00	\$0.00

COUNTY OF MONO

STATE OF CALIFORNIA
Department of Transportation

By _____
Title _____
Date _____
Attest _____

By _____
Chief, Office of Project Implementation
Division of Local Assistance
Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer *Jennifer Yee* **Date** 9/23/16 \$45,000.00

SPECIAL COVENANTS OR REMARKS

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

SPECIAL COVENANTS OR REMARKS

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the encumbrance of funds under this Agreement. Funding and reimbursement are available only upon the passage of the State Budget Act containing these STATE funds.
2. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

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SPECIAL COVENANTS OR REMARKS

date is not eligible for reimbursement from the SSARP funds.

4. ADMINISTERING AGENCY agrees that SSARP funds available for reimbursement will be limited to the amount allocated and encumbered by the STATE consistent with the scope of work in the STATE approved application. Funds encumbered may not be used for a modified scope of work after a project is awarded unless approved by the Statewide SSARP Coordinator prior to performing work.

5. ADMINISTERING AGENCY agrees to the program delivery and reporting requirements established by the SSARP Guidelines. The study and the Systemic Safety Analysis Report (SSAR) must be completed within thirty-six (36) months of the funding allocation. The Final Report of Expenditure, the final invoice and the SSAR report must be submitted to the DLAE within six (6) months of the report completion.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE February 14, 2017

Departments: Public Works

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

SUBJECT The Crowley Lake Skatepark

AGENDA DESCRIPTION:

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

Request Board approval to release the Crowley Lake Skatepark Project Manual soliciting requests for bids (RFB) from qualified firms.

RECOMMENDED ACTION:

Approve release of the Crowley Lake Skatepark Project Manual RFB.

FISCAL IMPACT:

None at this time.

CONTACT NAME: Peter Chapman

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Project Manual

History

Time

Who

Approval

2/8/2017 1:28 PM	County Administrative Office	Yes
2/8/2017 9:31 AM	County Counsel	Yes
2/8/2017 3:35 PM	Finance	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

February 14, 2017

To: Honorable Chair and Members of the Board of Supervisors

From: Peter Chapman, Project Manager

Re: The Crowley Lake Skatepark Request for Bids (RFB)

Recommended Action: Approve release of the Crowley Lake Skatepark Project Manual requesting bids for construction.

Fiscal Impact: None at this time. The engineer's estimate for construction costs associated with the RFB is \$525,000. The skatepark is to be paid for by County Service Area #1 (CSA1) funds.

Background:

Mono County CSA1 approved the skatepark project in their Ten Year Plan. The skatepark was approved by the Mono County Planning Commission on Nov. 9, 2015 as part of the Site Plan at the CLCC property owned by Mono County. The plans include a 10,000 square foot skatepark with ten additional parking spaces, a restroom and accessible walkways. The engineer's estimate for construction costs as identified in the Project Manual is \$525,000. The skatepark is to be paid for by CSA1 funds.

Attachments:

1. The Crowley Lake Skatepark Project Manual

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

Respectfully submitted,

Peter Chapman, Project Manager

PROJECT MANUAL
FOR
THE CROWLEY LAKE SKATEPARK
Project No. 9572

MONO COUNTY, CALIFORNIA



Notice to Bidders
Instructions to Bidders
Proposal Forms
Standard Agreement
Technical Specifications
Project Plans

CONTRACTING AGENCY:

COUNTY OF MONO

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

February 2017

OPTIONAL PRE-BID CONFERENCE:

11:00 am, Wednesday, March 8, 2017
Crowley Lake Community Center
58 Pearson Road
Crowley Lake, California 93546

BID SUBMITTAL DEADLINE:


3:00 pm, Thursday, March 30, 2017
Clerk of the Board of Supervisors
74 North School Street / P.O. Box 457
Bridgeport, California 93517

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CERTIFICATION PAGE

*THE CROWLEY LAKE SKATEPARK
Project No. 9572*

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

Paul Edward Roter C 56891		2017 February 7 Date
------------------------------	---	-------------------------

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*THE CROWLEY LAKE SKATEPARK
Project No. 9572*

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SECTION I

INVITATION FOR BIDS

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INVITATION FOR BIDS

THE CROWLEY LAKE SKATEPARK Project No. 9572

Notice is hereby given that the Mono County Department of Public Works calls for bids from qualified General Engineering or Earthwork and Paving contractors for **THE CROWLEY LAKE SKATEPARK** project (hereinafter referred to as the Project). The purpose of this Project is to provide a 10,000 square foot public, concrete, skatepark at the Crowley Lake Community Center (CLCC) in Crowley Lake, California. The major work items of this Project are: skatepark construction (approximately 10,000 square feet), construction and restoration of a 29 space parking lot including 10 new paved parking spaces and minor restoration to 19 existing paved parking spaces, a new sidewalk along the new parking spaces, and necessary preparations for a prefabricated single occupancy restroom building.

The Skatepark will include new drainage facilities and a retaining wall. The parking lot, along with associated sidewalks will be ADA compliant, including new ADA parking spaces, signage and pavement markings. The completed parking lot will create a loop drive. The existing bus stop will be relocated. This Project will include the pad for placement of the prefabricated Restroom building along with connections to water, sewer and electrical utilities. The prefabricated restroom building is provided by Mono County, and will be delivered, landed, and connected to the utilities by the supplier. Installation of the building shall occur before paving of the parking lot.

No contractor or subcontractor may be listed in a bid proposal or awarded a contract for this project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (unless one of the limited time extensions set forth in Labor Code section 1771.1 applies, in which case registration must be completed by the time of contract award). This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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

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

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

The work must be completed within **80 working days**.

An **optional** pre-bid conference and site visit will be held at the Crowley Lake Community Center, 58 Pearson Road, Crowley Lake, California. The meeting is scheduled for **11:00 AM, March 8, 2017**. Should the Department of Public Works determine there is a need to reschedule the pre-bid conference based on severe weather and/or road conditions, all plan-holders will be notified in advance.

Bids may be mailed to the Clerk of the Board of Supervisors, P.O. Box 457, Bridgeport, California, 93517, or delivered to the office of the Clerk of the Board of Supervisors, 74 North School Street, Bridgeport, California. In either event, to be considered bids must be **received** by the Clerk of the Board of Supervisors no later than **3:00 PM, March 30, 2017**. As soon thereafter as is practicable, all bids received by the Clerk as of the bid submission deadline will be taken to the Department of Public Works conference room, located on the second floor of Courthouse Annex 1, 74 North School Street, Bridgeport, and there publicly opened, read aloud, and recorded. All interested parties are invited to attend.



Peter Chapman
Project Manager
Mono County Department of Public Works

INSTRUCTIONS TO BIDDERS

*THE CROWLEY LAKE SKATEPARK
Project No. 9572*

1. SECURING BID DOCUMENTS

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

2. PRE-BID CONFERENCE

An **optional** pre-bid conference and site visit will be held at the Crowley Lake Community Center, 58 Pearson Road, Crowley Lake, California. The meeting is scheduled for **11:00 AM, March 8, 2017**. Should the Department of Public Works determine there is a need to reschedule the pre-bid conference based on severe weather and/or road conditions, all plan-holders will be notified in advance.

3. INTERPRETATION OF PROJECT PLANS AND SPECIFICATIONS

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

4. APPROXIMATE QUANTITIES

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

5. PROPOSALS

- A. For bids to receive consideration, they shall be made in accordance with the Invitation for Bids, the Proposal Forms, and these Instructions to Bidders. All bids shall be submitted on the unaltered Proposal Forms contained in the Project Manual with all items completely filled out with typewritten

or legible handwritten responses. Signatures of all persons signing shall be in longhand. The completed Bid Proposal forms shall be without interlineations, alterations, or erasures.

- B. ALL BID SUBMITTALS SHALL REMAIN BOUND TOGETHER. Proposal Forms (contained herein on pages **BD-1 through BD-24**) may be separated from the Project Manual for purposes of bid submittal.
- C. Bids shall not contain any recapitulation of the work to be done. Alternative proposals will not be considered unless called for. No oral, telegraphic, or telephonic proposals or modifications will be considered. Unauthorized conditions, limitations, or provisions attached to a bid will render it informal and may cause its rejection.
- D. Bidders are advised that there is limited funding available for this Project. After bid opening, the County will determine available funding and if it chooses to do so, will award a contract for construction of the Project. For purposes of comparing bids and determining the apparent low Bidder the County will use the amount entered as the "Bidder's Grand Total" on page **BD-3**.
- E. Each bid is to be in accordance with the Contract Documents. Before submitting a bid, Bidders shall carefully read this Project Manual, including the form of the Standard Agreement, and the Project Plans, and inform themselves fully as to all existing conditions and limitations, which must include a visit to the site of the work, and shall include in the bid a sum to cover the cost of all work contemplated in the Contract Documents. The submission of a bid shall be conclusive evidence that the Bidder has reviewed and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and the materials to be furnished, and as to the requirements of the Project Manual and Project Plans. The submission of a bid shall also be conclusive evidences that the person signing the Proposal Form is authorized to bind or obligate the Bidder to any agreement.
- F. Bidder's attention is directed to the insurance and bond requirements described below and as provided in the Standard Agreement. It is highly recommended that Bidders confer with their respective insurance carriers or brokers to determine the availability of surety bonds, insurance certificates, and endorsements as prescribed and provided herein in advance of bid submission. If an apparent low bidder fails to comply strictly with the bonding and insurance requirements, that Bidder may be disqualified from award of the contract and its bid security may be forfeited. The cost of such bonds and insurance shall be included in the Bidder's bid.
- G. Each Bidder shall inform itself of, and the Bidder awarded the contract shall comply with, all federal, state, and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning employment of labor, fair labor practices, equal opportunity, drug-free workplace, construction and building, Americans with Disabilities Act, protection of public and employee health and safety, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.
- H. Bid Forms (pages **BD-1 through BD-24**) and Bidder's bid security must be received in a sealed, opaque envelope clearly labeled with **THE CROWLEY LAKE SKATEPARK PROJECT** printed on the outside of the envelope. Bids received unsealed or unlabeled will not be considered. Bids submitted by facsimile (fax) transmission will not be considered.
- I. To be considered, bids must be received by the Clerk of the Board of Supervisors no later than **3:00 pm, Thursday, March 30, 2017**. Bids may be mailed to the Clerk of the Board of Supervisors, P.O. Box 457, Bridgeport, California, 93517, or delivered to the office of the Clerk of the Board of Supervisors, 74 North School Street, Bridgeport, California, 93517.
- J. Bidders are advised that due to the remote nature of central Mono County, "overnight" delivery by the US Postal Service, UPS, FedEx, and other carriers is actually scheduled as a **two-day delivery**. Bidders should also take potential holiday mail delays into consideration.

6. MODIFICATION OF BID

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

7. WITHDRAWAL OF BID

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

8. AGREEMENT AND BONDS

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

9. OPENING OF BIDS

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

10. BID EVALUATION

After all bids are opened and publicly announced, personnel from the Mono County Department of Public Works (Public Works) will evaluate the bids, identify the lowest responsive bid by a responsible Bidder, send a Notice of Intent to Award the contract, with a ranked tabulation of all bid amounts submitted, to the identified Bidder (copied to all Bidders) and agendize the matter for review by the Board of Supervisors. The Board shall determine whether to proceed to contract award or to reject all bids if it is in the public of interest to do so, and in accordance with applicable laws. If the Board elects to proceed to contract award, it will approve and authorize execution of the Agreement. In the event of a discrepancy between the numeric total bid written and the numeric total bid calculated, the bid amount calculated by multiplying each item quantity by the unit price and then adding each item of the proposal shall prevail.

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

11. BID PROTEST PROCEDURE

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

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

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

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

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

12. AWARD OR REJECTION OF BIDS

A. After expiration of the bid protest deadline, the County may, in its discretion: Award a contract notwithstanding the filing of a bid protest; refrain from awarding a contract pending resolution of

any or all bid protests; or otherwise proceed as it deems appropriate, including without limit rejecting all bids received. Further, under Public Resources Code Section 22038, the County has the option, after receiving and tabulating bids, to reject all bids and perform the work by force account if the Board of Supervisors determines, by a four-fifths vote that the work can be performed more economically by its own employees.

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

13. CONTRACT EXECUTION

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

14. LISTING OF AND SUBSTITUTIONS OF SUBCONTRACTORS

- A. If awarded a contract, the Bidder shall perform with his own organization contract work amounting to not less than 30 percent (30%) of the original total contract price. The Bidder shall give his/her personal attention to the fulfillment of the contract and shall keep the work under his/her control. All persons engaged in the Project work will be held responsible for their work, which shall be subject to the provisions of these Contract Documents.
- B. Each Bidder shall in its bid or offer, set forth the name and location of the office, shop, or mill of each subcontractor who will perform work or labor or render service to the Bidder in or about the

construction of the work or improvement and the portion of the work which will be done by each subcontractor if the amount of the subcontractor's work will be in excess of one-half of one percent (0.5%), or \$10,000, whichever is greater, of the Bidder's bid.

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

15. BIDDERS INTERESTED IN MORE THAN ONE BID

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

16. COORDINATION WITH OTHER CONTRACTORS

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

17. SUBSTITUTIONS

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

18. CONTRACTOR'S LICENSING LAWS

- A. The successful Bidder, as Contractor, will be required to furnish a valid Mono County Business License issued by the Mono County Treasurer prior to commencing the work.

- B. In order to be eligible for award of a contract for the project, a Bidder must possess either of the following classification(s) of contractor's license: **Class A – General Engineering** and/or **C12 – Earthwork and Paving**.
- C. Attention is directed to the provisions of Article 4, Chapter 9, of the California Business & Professions Code concerning the licensing of contractors. All Bidders, contractors, and subcontractors shall be licensed in accordance with the laws of the State of California and any Bidder, contractor, or subcontractor not so licensed is subject to the penalties imposed by such laws. The contractor shall possess the appropriate licenses to cover the above advertised work.

19. LABOR REQUIREMENTS

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

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

20. PROJECT SCHEDULE AND LIQUIDATED DAMAGES

The work shall be completed within **80 working days** from the date of issuance of the Notice to Proceed. By submitting a bid proposal, Bidder acknowledges that the Bidder has fully read Section 14.2 of Exhibit 1 of the Standard Agreement, that it has had ample opportunity to consult with legal counsel and obtain an explanation of these liquidated damage provisions, and that it is agreed by both parties that Contractor will pay Mono County liquidated damages specified in Exhibit 1 of the Standard Agreement.

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COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS

PROPOSAL FORMS

THE CROWLEY LAKE SKATEPARK

Project No. 9572

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PROPOSAL

*THE CROWLEY LAKE SKATEPARK
Project No. 9572*

Proposal of _____ (hereinafter, "Bidder"), organized and existing under the laws of the State of California, doing business as _____ (e.g., "a partnership;" "a corporation;" "a sole proprietor"), as applicable to the County of Mono, (hereinafter, "the County"). This bid proposal consists of the attached pages **BD-1 through BD-24**.

In compliance with your Invitation for Bids and Instructions to Bidders, Bidder hereby proposes to perform all work for THE CROWLEY LAKE SKATEPARK PROJECT in strict accordance with the Instructions to Bidders, Project Plans, Technical Specifications, Agreement, any applicable addenda, and other Contract Documents within the time set forth therein at prices stated on the attached Bid Schedule. Prices quoted in this proposal include, but are not limited to, the cost for all labor, materials, tools, equipment, supplies, transportation, permits, services, and applicable local, state, and/or federal taxes, fees, patent rights, and/or royalties necessary to complete the work contemplated under the Agreement.

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

Bidder hereby agrees to commence work under the Agreement on or before 14 calendar days following the award of contract by the County, unless a later date is specified by the County in the Notice to Proceed, and to **fully complete the project within 80 working days thereafter**, pursuant to the provisions specified in the Agreement.

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

Bidder's Company Name: _____

Company Address: _____

Office Telephone No.: _____ Fax No.: _____

Email Address: _____

Contractor's Calif. License No.: _____ Class: _____

Mono County Business Lic. No.: _____

Name of Company Officer: _____ Title: _____

Bidder's Signature

Date

(Add seal if by a corporation)

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BID SCHEDULE

*THE CROWLEY LAKE SKATEPARK
Project No. 9572*

No	Spec Reference	Item	Quantity	Units	Price per Unit	Item Price
General						
1	8	Mobilization	1	LS		
2	12	Traffic Control	1	LS		
3	13	Water Pollution Control	1	LS		
Civil						
4	19	Earthwork Excavate&Export	20	CY		
5	19	Earthwork Excavate&Embankment	60	CY		
6	19	Earthwork Import&Embankment	120	CY		
7	26	Aggregate Base	100	CY		
8	37	Slurry	450	SY		
9	39	HMA (Hot Mix Asphalt)	5460	SF		
10	39	HMA (Hot Mix Asphalt) Patch	200	SF		
11	73	Curb and Gutter	217	LF		
12	73	Sidewalk	1632	SF		
13	73	Accessible Ramp	2	EA		
14	73	Bus Pad	1	EA		
15	82	Stop Sign	2	EA		
16	82	Accessible Parking Sign	1	EA		
17	84	Paint Accessible Parking	3	LS		
18	84	Paint Stop Marking and Bar	2	EA		
19	84	Paint Centerline Stripe	100	LF		
20	84	Paint Parking Lot Striping	1	LS		
Skatepark						
21	200	Skatepark Shop Drawings	1	LS		
22	200	Skatepark Construction	10000	SF		
23	70	Drainage Inlet	3	EA		
24	70	Drainage Pipe	130	LF		
25	70	Drywell	1	LS		
26	47	Retaining Wall	570	VSF		
27	83	Handrail	120	LF		
Prefabricated ADA Bathroom						
28	99	Building Pad and Placement	1	LS		
29	102	Sewer Lateral	55	LF		
30	103	Water Lateral	135	LF		
31	104	Electrical Service	55	LF		
LS=Lump Sum CY=Cubic Yard SY=Square Yard LF=Linear Feet SF=Square Feet EA=Each VSF=Vertical Square Feet						
Bidder's Grand Total			Bid = Sum of Items 1-31		\$	

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COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS

LIST OF SUBCONTRACTORS

*THE CROWLEY LAKE SKATEPARK
Project No. 9572*

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

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

Firm Name & Address/Location of Business	Phone, Fax, & License	Annual Gross Receipts	Description of Portion of Work to be Performed
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million	
		<input type="checkbox"/> < \$5 million	
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million	
		<input type="checkbox"/> < \$15 million	
<i>City State ZIP</i>	<i>License</i>	<input type="checkbox"/> > \$15 million	Value of work: \$
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million	
		<input type="checkbox"/> < \$5 million	
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million	
		<input type="checkbox"/> < \$15 million	
<i>City State ZIP</i>	<i>License</i>	<input type="checkbox"/> > \$15 million	Value of work: \$
Firm Name & Address/Location of Business	Phone, Fax, & License	Annual Gross Receipts	Description of Portion of Work to be Performed

<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million	
		<input type="checkbox"/> < \$5 million	
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million	
		<input type="checkbox"/> < \$15 million	
<i>City State ZIP</i>	<i>License</i>	<input type="checkbox"/> > \$15 million	Value of work: \$
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million	
		<input type="checkbox"/> < \$5 million	
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million	
		<input type="checkbox"/> < \$15 million	
<i>City State ZIP</i>	<i>License</i>	<input type="checkbox"/> > \$15 million	Value of work: \$
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million	
		<input type="checkbox"/> < \$5 million	
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million	
		<input type="checkbox"/> < \$15 million	
<i>City State ZIP</i>	<i>License</i>	<input type="checkbox"/> > \$15 million	Value of work: \$
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million	
		<input type="checkbox"/> < \$5 million	
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million	
		<input type="checkbox"/> < \$15 million	
<i>City State ZIP</i>	<i>License</i>	<input type="checkbox"/> > \$15 million	Value of work: \$
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million	
		<input type="checkbox"/> < \$5 million	
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million	
		<input type="checkbox"/> < \$15 million	
<i>City State ZIP</i>	<i>License</i>	<input type="checkbox"/> > \$15 million	Value of work: \$

ACKNOWLEDGEMENTS

*THE CROWLEY LAKE SKATEPARK
Project No. 9572*

RECEIPT OF ADDENDA

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

Addendum Number: _____ Issuance Date: _____

Subject Matter: _____

Addendum Number: _____ Issuance Date: _____

Subject Matter: _____

Addendum Number: _____ Issuance Date: _____

Subject Matter: _____

Addendum Number: _____ Issuance Date: _____

Subject Matter: _____

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

ACKNOWLEDGEMENT OF SITE VISIT(S)

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

CROWLEY LAKE SKATEPARK SITE VISIT: Yes _____ No _____

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

COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS
DISCLOSURES AND CERTIFICATIONS

*THE CROWLEY LAKE SKATEPARK
Project No. 9572*

Under penalty of perjury, the Bidder shall complete the following questionnaire:

QUESTIONNAIRE A

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

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

Yes: _____ No: _____

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

QUESTIONNAIRE B

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

Yes: _____ No: _____

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

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

WORKERS' COMPENSATION CERTIFICATION

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

NON-COLLUSION AFFIDAVIT

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

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

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

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The Bidder _____, proposed subcontractor _____, hereby certifies that it has _____, has not _____, participated in a previous Contract subject to the equal opportunity clauses required by Executive Order 10925, or Executive Order 11114, or Executive Order 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

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

The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (generally only contracts or subcontracts of \$10,000 or under are exempt).

Currently, Standard form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

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

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

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

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

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

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

COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS
BIDDER'S QUALIFICATION STATEMENT

*THE CROWLEY LAKE SKATEPARK
Project No. 9572*

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

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

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

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

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

Previous Work History: This Statement includes a form titled "Experience with Public, Concrete, Skatepark Construction Projects". Please use this form to detail the work that the firm has performed within the last ten years. List a minimum of five (5) public, concrete skatepark projects where the contractor, or a subcontractor identified in this bid, has successfully placed, shot and finished concrete for a public skatepark within the last ten (10) years. Five (5) of the projects must have been open and continuously in good operating condition for at least one (1) year. Use one page per project and reproduce copies of the form as necessary. In each project description, identify your firm as a prime contractor, subcontractor, or joint venture partner.

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

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

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

1. GENERAL INFORMATION:

A. Type of organization: _____

If Corporation, include year and state incorporated

If Partnership, state whether general or limited

If Sole Proprietorship, include name of owner

If Joint Venture*, include name all partnering firms

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

B. Is the firm certified as a Minority Business Enterprise (MBE) or Women Business Enterprise (WBE)?

_____ Yes (attach certification letter) _____ No

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

_____ Yes _____ No

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

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

2. PERSONNEL:

A. Identify the current number of employees below:

Employee Type	Full-Time	Part-Time
Office		
Field		

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

Description	Person 1	Person 2	Person 3
Name			
Title			
% Ownership			

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

3. FINANCIAL INFORMATION:

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

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

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

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

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

- B. During the past five years has the Contractor, Principals or Key Personnel:
 - i. Been a plaintiff or defendant in any lawsuits arising out of public or private construction contracts? Yes No
 - ii. Been the subject of an investigation involving any alleged violation

- of criminal law, civil antitrust law or other federal, state, or local civil law? Yes No
- iii. Been convicted after trial or by plea of any felony under state or federal law? Yes No
- iv. Entered a plea of nolo contendere to a charge of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or violation of an antitrust law? Yes No
- v. Been the subject of an investigation of any alleged violation of federal, state, or local regulations by any public agency? Yes No
- vi. Been found to have committed a violation of any labor law or regulation including prevailing wage rates and fair labor practices? Yes No
- vii. Been found to have committed an OSHA "serious violation"? Yes No
- viii. Been found to have committed a construction-related violation of federal, state, or local environmental law or regulation? Yes No

5. PRIOR SPECIALTY SKATEPARK CONSTRUCTION EXPERIENCE:

As a part of their bid, the Contractor must complete this section. Submission of this section does not constitute qualification. Qualification may be denied for any reasons the Engineer deems necessary for the successful completion of the Project. In the Engineer's absolute discretion, if the prior work of the specialty skatepark construction firm, whether general contractor or subcontractor, is deemed unacceptable, the Contractor will be declared a non-responsive bidder.

For the purposes of this section the term "Specialty Skatepark Contractor" is used to identify the firm that will be placing, shooting and finishing the skatepark concrete.

State the name of the firm that will be placing, shooting and finishing the skatepark concrete.

(Specialty Skatepark Contractor)

Is the above firm the contractor submitting the bid or a subcontractor who is clearly listed and identified in this bid?

- Contractor
- Subcontractor

Is the Specialty Skatepark Contractor's shotcrete nozzleman certified by the American Concrete Institute?

- Yes
- No

D. Identify the Contractor **and** the Specialty Skatepark Contractor capabilities (check all appropriate). The Contractor and / or the Specialty Skatepark Contractor must have self-performing capability for each specialty selected by the Bidder.

- | | |
|---|---|
| <input type="checkbox"/> 1. Sitework | <input type="checkbox"/> 13. Conveying Systems |
| <input type="checkbox"/> 2. Concrete | <input type="checkbox"/> 14. Mechanical |
| <input type="checkbox"/> 3. Masonry | <input type="checkbox"/> 15. Electrical |
| <input type="checkbox"/> 4. Metals | <input type="checkbox"/> 16. Plumbing |
| <input type="checkbox"/> 5. Carpentry | <input type="checkbox"/> 17. HVAC |
| <input type="checkbox"/> 6. Thermal & Moisture Protection | <input type="checkbox"/> 18. Sprinkler |
| <input type="checkbox"/> 7. Doors & Windows | <input type="checkbox"/> 19. ATC |
| <input type="checkbox"/> 8. Finishes | <input type="checkbox"/> 20. Balancing |
| <input type="checkbox"/> 9. Specialties | <input type="checkbox"/> 21. Fire Alarms |
| <input type="checkbox"/> 10. Equipment | <input type="checkbox"/> 22. Security |
| <input type="checkbox"/> 11. Furnishings | <input type="checkbox"/> 23. Pre-fabricated Equipment |
| <input type="checkbox"/> 12. Special Construction | <input type="checkbox"/> 24. Shotcrete Application |

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

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

F. Use the following forms titled "Experience with Public, Concrete, Skatepark Construction Projects" (i.e. pages BD-19 – BD-23) to describe the Specialty Skatepark Contractor's experience on completed or ongoing projects within the last seven years. List a minimum of five public, concrete skatepark projects where the Specialty Skatepark Contractor has successfully placed, shot and finished concrete for a public skatepark within the last seven years. Five of the projects must have been open and continuously in good operating condition for at least one year. Use one page per project and reproduce copies of the form as necessary. In each project description, identify your firm as a prime contractor, subcontractor, or joint venture partner (a separate sheet must be completed for each project – five minimum).

EXPERIENCE WITH PUBLIC, CONCRETE, SKATEPARK CONSTRUCTION PROJECTS

Project Status:

- Project completed
- Work in progress

Specialty Skatepark Contractor's Role:

- Prime Contractor
- Subcontractor
- Joint Venture Partner

Project Name: _____

Year Constructed: _____

Size of Skatepark: _____

Shotcrete Nozzleman: _____

Address: _____

Owner: _____

Description of work performed by Contractor: _____

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

Contract Amount (Specialty Skatepark Contractor's Share): \$_____

Was project bonded? Yes No

Was Specialty Skatepark Contractor required to possess a Performance and/or Payment Bond?

Yes No

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

Reference familiar with Specialty Skatepark Contractor's performance:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

EXPERIENCE WITH PUBLIC, CONCRETE, SKATEPARK CONSTRUCTION PROJECTS

Project Status:

- Project completed
- Work in progress

Specialty Skatepark Contractor's Role:

- Prime Contractor
- Subcontractor
- Joint Venture Partner

Project Name: _____

Year Constructed: _____

Size of Skatepark: _____

Shotcrete Nozzleman: _____

Address: _____

Owner: _____

Description of work performed by Contractor: _____

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

Contract Amount (Specialty Skatepark Contractor's Share): \$_____

Was project bonded? Yes No

Was Specialty Skatepark Contractor required to possess a Performance and/or Payment Bond?

Yes No

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

Reference familiar with Specialty Skatepark Contractor's performance:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

EXPERIENCE WITH PUBLIC, CONCRETE, SKATEPARK CONSTRUCTION PROJECTS

Project Status:

- Project completed
- Work in progress

Specialty Skatepark Contractor's Role:

- Prime Contractor
- Subcontractor
- Joint Venture Partner

Project Name: _____

Year Constructed: _____

Size of Skatepark: _____

Shotcrete Nozzleman: _____

Address: _____

Owner: _____

Description of work performed by Contractor: _____

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

Contract Amount (Specialty Skatepark Contractor's Share): \$_____

Was project bonded? Yes No

Was Specialty Skatepark Contractor required to possess a Performance and/or Payment Bond?

Yes No

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

Reference familiar with Specialty Skatepark Contractor's performance:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

EXPERIENCE WITH PUBLIC, CONCRETE, SKATEPARK CONSTRUCTION PROJECTS

Project Status:

- Project completed
- Work in progress

Specialty Skatepark Contractor's Role:

- Prime Contractor
- Subcontractor
- Joint Venture Partner

Project Name: _____

Year Constructed: _____

Size of Skatepark: _____

Shotcrete Nozzleman: _____

Address: _____

Owner: _____

Description of work performed by Contractor: _____

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

Contract Amount (Specialty Skatepark Contractor's Share): \$_____

Was project bonded? Yes No

Was Specialty Skatepark Contractor required to possess a Performance and/or Payment Bond?

Yes No

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

Reference familiar with Specialty Skatepark Contractor's performance:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

EXPERIENCE WITH PUBLIC, CONCRETE, SKATEPARK CONSTRUCTION PROJECTS

Project Status:

- Project completed
- Work in progress

Specialty Skatepark Contractor's Role:

- Prime Contractor
- Subcontractor
- Joint Venture Partner

Project Name: _____

Year Constructed: _____

Size of Skatepark: _____

Shotcrete Nozzleman: _____

Address: _____

Owner: _____

Description of work performed by Contractor: _____

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

Contract Amount (Specialty Skatepark Contractor's Share): \$_____

Was project bonded? Yes No

Was Specialty Skatepark Contractor required to possess a Performance and/or Payment Bond?

Yes No

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

Reference familiar with Specialty Skatepark Contractor's performance:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

BID BOND

(MINIMUM 10% OF TOTAL BID AMOUNT)

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

THE CLOWLEY LAKE SKATEPARK

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

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

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

PRINCIPAL:

Executed on: _____

By: _____

(Seal of Corporation)

Title: _____

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

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

Any claims under this bond may be addressed to:

_____ (Name and address of Surety)

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

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

(Attach notary acknowledgement)

SURETY

By: _____
(Attorney-in-Fact)

SECTION II

STANDARD AGREEMENT

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STANDARD AGREEMENT
AGREEMENT BETWEEN COUNTY OF MONO
AND [Click here to enter text.](#)
FOR THE PROVISION OF THE CROWLEY LAKE SKATEPARK SERVICES

INTRODUCTION

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

TERMS AND CONDITIONS

1. SCOPE OF WORK

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

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

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

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

2. TERM

The term of this Agreement shall be from [Click here to enter text.](#), to [Click here to enter text.](#), unless sooner terminated as provided below.

3. CONSIDERATION

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

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

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

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

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

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

F. Federal and State Taxes.

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

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

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

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

4. WORK SCHEDULE

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

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

7. COUNTY PROPERTY

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

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

8. WORKERS' COMPENSATION

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

9. INSURANCE

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- Commercial General Liability (CGL). Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- Automobile Liability Insurance. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than \$3,000,000 per accident for bodily injury and property damage. 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, and \$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 policy(ies) of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a “Best’s” policyholder’s rating of “A” or “A+”. Prior to commencing any work under this agreement, Contractor shall provide County: (1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement for general liability applying to the County of Mono, its agents, officers and employees made on ISO form CG 20 10 11 85, or providing equivalent coverage; and (3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to the County.

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

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

10. STATUS OF CONTRACTOR

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

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

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

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

11. DEFENSE AND INDEMNIFICATION

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

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

12. RECORDS AND AUDIT

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

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

13. NONDISCRIMINATION

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

14. TERMINATION

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

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

15. ASSIGNMENT

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

16. DEFAULT

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

17. WAIVER OF DEFAULT

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

18. CONFIDENTIALITY

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

the work and services under this Agreement. Disclosure of such information or records shall be made by Contractor only with the express written consent of the County.

19. CONFLICTS

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

20. POST-AGREEMENT COVENANT

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

21. SEVERABILITY

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

22. FUNDING LIMITATION

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

23. AMENDMENT

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

24. NOTICE

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

County of Mono:
Public Works Department
[Click here to enter text.](#)
Jeff Walters
PO Box 457

Bridgeport, CA 93517

Contractor:

Name
Mailing Address
City/State/Zip
Click here to enter text.
Click here to enter text.

25. ENTIRE AGREEMENT

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

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

COUNTY OF MONO

CONTRACTOR

By: _____

By: _____

Dated: _____

Dated: _____

Taxpayer's Identification or Social Security Number: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

ATTACHMENT A**AGREEMENT BETWEEN COUNTY OF MONO
AND [Click here to enter text.](#)
FOR THE PROVISION OF THE CROWLEY LAKE SKATEPARK PROJECT SERVICES****TERM:****FROM:** [Click here to enter text.](#) **TO:** [Click here to enter text.](#)**SCOPE OF WORK:**

The CROWLEY LAKE SKATEPARK project (hereinafter referred to as the PROJECT) is for the purpose of constructing a 10,000 square foot public, concrete, skatepark at the Crowley Lake Community Center (CLCC) in Crowley Lake, California. The major work items of this Project are: skatepark construction (approximately 10,000 square feet), construction and restoration of a 29 space parking lot including 10 new paved parking spaces and minor restoration to 19 existing paved parking spaces, a new sidewalk along the new parking spaces, and necessary preparations for a prefabricated single occupancy restroom building.

The Skatepark will include new drainage facilities and a retaining wall. The parking lot, along with associated sidewalks will be ADA compliant, including new ADA parking spaces, signage and pavement markings. The completed parking lot will create a loop drive. The existing bus stop will be relocated. This project will include the pad for placement of the prefabricated Restroom building along with connections to water, sewer and electrical utilities. The prefabricated restroom building is provided by Mono County, and will be delivered, landed, and connected to the utilities by the supplier. Installation of the building shall occur before paving of the parking lot.

The Project Plans are included as Section IV of the Project Manual. The Project Plans include: Skatepark plans prepared by Mono County (G1, W1, P1 to P 4), Skatepark Paving and Sidewalk Improvement Plans prepared by Triad Holmes Associates (C1 to C3), and the CXT Precast Products Building Plans. Section IV also has references for construction, including the Mountain Meadows Mutual Water Company (MMMWC) Meter Pit Details and the Hilton Creek Community Service District (HCCSD) sewer utility information.

Contractor shall conform to the requirements of agencies including but not limited to Mono County, MMMWC, HCCSD, and SCE. Any required permits or connection fees will be obtained and paid for by Mono County.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF MONO
AND [Click here to enter text.](#)
FOR THE PROVISION OF THE CROWLEY LAKE SKATEPARK PROJECT SERVICES**

TERM:

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

SCHEDULE OF FEES:

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

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

EXHIBIT 1

AGREEMENT BETWEEN THE COUNTY OF MONO AND [Click here to enter text.](#) FOR THE PROVISION OF THE CROWLEY LAKE SKATEPARK PROJECT SERVICES

GENERAL CONDITIONS

SECTION 1. GENERAL

1.1 DEFINITIONS AND TERMS.

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

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

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

1.2 ORDER OF PRECEDENCE OF DOCUMENTS.

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

SECTION 2. PERFORMANCE OF WORK

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

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

Long Valley Fire Department
Eastern Sierra Transit
Mountain Meadow Mutual Water Company
Mammoth Unified School District – Transportation Director

- 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 80 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 \$1,000.00 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 THE COUNTY OF MONO AND
Click here to enter text.FOR THE PROVISION OF
THE CROWLEY LAKE SKATEPARK PROJECT SERVICES**

PREVAILING WAGES AS OF: [DATE]

A. Determination.

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

B. Prevailing Wage Rate.

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

C. Apprentices.

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

D. Penalty for Non-Payment of Prevailing Wages.

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

E. Payroll Records.

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

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

F. Inspection of Payroll Records.

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

G. Posting of Prevailing Wages at Job Site.

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

H. Hours.

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

I. Overtime.

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

J. Records of Hours.

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

K. Penalty for Violation of Work Hours.

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

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

L. Registration with DIR and Compliance Monitoring.

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

CALIFORNIA LABOR CODE:

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

§ 1771. Payment of general prevailing rate

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

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

§ 1775. Penalties for violations

- (a) (1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.
- (2) (A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:
- (i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.
 - (ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.
- (B) (i) The penalty may not be less than ten dollars (\$10) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.
- (ii) The penalty may not be less than twenty dollars (\$20) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

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

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

- (a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

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- (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).

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

Notwithstanding Section 13340 of the Government Code, all money in the Apprenticeship Training Contribution Fund is hereby continuously appropriated for the purpose of carrying out this subdivision and to pay the expenses of the Division of Apprenticeship Standards.

- (n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.
- (o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).
- (p) All decisions of an apprenticeship program under this section are subject to Section 3081.

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

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

§ 1815. Overtime

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

EXHIBIT 3

**AGREEMENT BETWEEN COUNTY OF MONO
AND [Click here to enter text.](#)
FOR THE PROVISION OF THE CROWLEY LAKE SKATEPARK PROJECT SERVICES**

BOND REQUIREMENTS

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

SAMPLE PERFORMANCE BOND

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

THE CROWLEY LAKE SKATEPARK PROJECT as described in the Project Manual.

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

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

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

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

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

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

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

Contractor

Name of Surety (SEAL)

By : Attorney-in-Fact

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

APPROVED AS TO FORM:

Mono County Counsel

SAMPLE PAYMENT BOND

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

THE CROWLEY LAKE SKATEPARK PROJECT as described in the Project Manual.

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH,

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

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

Dated: _____, 20 ____

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

Principal

Surety (SEAL)

By : Attorney-in-Fact

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

APPROVED AS TO FORM:

Mono County Counsel

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

KNOW ALL BY THESE PRESENTS that we, _____,
the Contractor in the contract hereto annexed, as Principal, and, _____
as Surety, are held and firmly bound unto the County of Mono in the sum of _____
(\$_____) lawful money of the United States, for which payment, well and truly to be
made, we bind ourselves, jointly and severally, firmly by these presents.

Signed, Sealed, and Dated

The condition of the above obligation is that if said Principal, its successors and assigns, as Contractor in the contract for the work described herein, or its subcontractor, fails to maintain and remedy in a good workmanlike manner the work of THE CROWLEY LAKE SKATEPARK 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 THE COUNTY OF MONO AND [Click here to enter text.](#) FOR THE PROVISION OF THE CROWLEY LAKE SKATEPARK PROJECT SERVICES

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.

EXHIBIT 5

AGREEMENT BETWEEN THE COUNTY OF MONO AND [Click here to enter text](#) FOR THE PROVISION OF THE CROWLEY LAKE SKATEPARK PROJECT SERVICES

TRENCHING

1. As required by Labor Code Section 6705, prior to commencing excavation of any trench in excess of five feet in depth, Contractor shall submit for review and approval by the County Engineer, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. The Plan shall be at least as effective as the protective system required by Construction Safety Orders issued by the California Division of Occupational Safety and Health.

2. Pursuant to Public Contract Code Section 7104, if Contractor undertakes the digging of a trench or other excavation that extends deeper than four feet below the surface Contractor shall promptly, and before the following conditions are disturbed, notify the Project Manager, in writing, of any:

(A) Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

(B) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

(C) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

3. In the event that notice is provided pursuant to paragraph 2 above, the County will promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.

4. In the event that a dispute arises between the County and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this Agreement, but shall proceed with all work to be performed under this Agreement. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the parties.

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SECTION III

TECHNICAL SPECIFICATIONS

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TECHNICAL SPECIFICATIONS

*THE CROWLEY LAKE SKATEPARK
Project No. 9572*

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1. Description of Work

The **CROWLEY LAKE SKATEPARK** project (hereinafter referred to as the PROJECT) is for the purpose of constructing a 10,000 square foot public, concrete, skatepark at the Crowley Lake Community Center (CLCC) in Crowley Lake, California. The major work items of this Project are: skatepark construction (approximately 10,000 square feet), construction and restoration of a 29 space parking lot including 10 new paved parking spaces and minor restoration to 19 existing paved parking spaces, a new sidewalk along the new parking spaces, and necessary preparations for a prefabricated single occupancy restroom building.

The Skatepark will include new drainage facilities and a retaining wall. The parking lot, along with associated sidewalks will be ADA compliant, including new ADA parking spaces, signage and pavement markings. The completed parking lot will create a loop drive. The existing bus stop will be relocated. This project will include the pad for placement of the prefabricated Restroom building along with connections to water, sewer and electrical utilities. The prefabricated restroom building is provided by Mono County, and will be delivered, landed, and connected to the utilities by the supplier. Installation of the building shall occur before paving of the parking lot.

The Project Plans are included as Section IV of the Project Manual. The Project Plans include: Skatepark plans prepared by Mono County (G1, W1, P1 to P 4), Skatepark Paving and Sidewalk Improvement Plans prepared by Triad Holmes Associates (C1 to C3), and the CXT Precast Products Building Plans. Section IV also has references for construction, including the Mountain Meadows Mutual Water Company (MMMWC) Meter Pit Details and the Hilton Creek Community Service District (HCCSD) sewer utility information.

Contractor shall conform to the requirements of agencies including but not limited to Mono County, MMMWC, HCCSD, and SCE. Any required permits or connection fees will be obtained and paid for by Mono County.

There may be other items of work not mentioned above that are required by the 2015 State of California, Department of Transportation, Standard Specifications, Latest Edition (hereinafter referred to as CT Specifications), or these Technical Specifications.

Project work shall conform to the plans, project specifications, including these technical specifications, and the CT Specifications)

5. Control of Work and Materials

General:

All work performed in connection with CONTROL OF WORK AND MATERIALS shall conform to the provisions in CT Specifications Section 13 "WATER POLLUTION CONTROL". Section 5, "CONTROL OF WORK," and Section 6, "Control of Materials" and these Technical Specifications.

Submittals:

The Contractor shall provide an 'electronic file' of submittals for each of the following items to the Engineer:

1. Construction Schedule
2. Water Pollution Control
3. Aggregate Base Certificate of Compliance
4. Bituminous Slurry
5. HMA mix design
6. Concrete mix design (for Flat work)
7. Truncated Dome materials
8. Signs
9. Sign Posts
10. Pavement Marking Paint Certificate of Compliance
11. Concrete mix design (for Shotcrete)
12. Storm Drain Inlet
13. Storm Drain Pipe
14. Retaining Wall
15. Sewer Lateral Materials
16. Water Lateral Materials
17. Electrical Service Materials
18. Skatepark shop drawings

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

Construction:

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

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

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

Advance Public Notification – At least 7 days and no more than 14 days prior to beginning any work on the project, the Contractor shall deliver written notice to all adjoining residents, businesses, tenants and other applicable parties listed below. Notice shall be given for general construction activity in an area as well as specific activities that will, in any way, inconvenience

residents/property owners/tenants or affect their operations or access to their property. Such notices shall include the expected date for start of construction, a general description of the construction activity to take place, expected duration, and the name, address, and contact number of the Contractor’s superintendent and of the Owner’s Project Engineer. A follow up notice shall be distributed two days prior to the construction activity. Copies of all notices shall be provided to the Engineer for approval five working days prior to the desired distribution date.

The Contractor shall provide Advance Public Notice and coordinate the work with the following parties.

Mono County Sheriff’s Department	760-932-7549
Mono County Fire / Rescue Department	760-387-2955
Hilton Creek Community Service District (HCCSD) (Sewer)	760-935-4500
Mountain Meadows Mutual Water Company (MMMWC) (Water)	760-920-2328
SCE	760-924-4810

Payment:

There is no separate payment for Control of Work.

8. Mobilization

General:

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

Submittals:

Construction Schedule

Payment:

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

12. Temporary Traffic Control

General:

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

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

Submittals:

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

Construction:

The Contractor shall post "No Parking" signs, as necessary, not less than 72 hours in advance of scheduled work that will restrict parking. If the work is not performed during the timeframe indicated on the "No Parking" signs, the work shall be rescheduled with at least five (2) working days advance notice.

The Contractor shall leave the street open to traffic.

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

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

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

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

Whenever vehicles or equipment are parked on the shoulder within 6 feet of a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a

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

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

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

Payment:

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

13. Water Pollution Control

General:

All work performed in connection with WATER POLLUTION CONTROL shall conform to the provisions in CT Specifications Section 13 WATER POLLUTION CONTROL, the plans and these technical specifications.

WATER POLLUTION CONTROL will include all labor, materials, equipment, and incidentals necessary to prepare and adhere to the WATER POLLUTION CONTROL plan, these specifications, and direction by the Engineer.

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

Submittals:

Fiber Roll and Straw Matting must be certified seed proof.

Materials:

- Fiber Rolls
- Geotextiles
- Straw matting
- Other BMP's as determined in the field

Construction:

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

No construction debris shall be allowed to exit the site.

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

Removal of any vegetation by the contractor can only be performed upon approval of engineer.

Project Winterization:

This project is not expected to require winterization. If winterization is required all costs associated with it will be the responsibility of the Contractor. During periods when the project is shut down for the winter due to snow and or freezing weather the project shall be winterized to protect all disturbed areas to protect against erosion for the winter season and the spring thaw and shall be part of the SWPPP. Materials may include but not be limited to covering all disturbed areas with jute, straw, or other materials. The plan shall consider the County's snow removal operation and have no impact on removal of snow from streets and sidewalks or blocking drainage inlets.

Payment:

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

15. Protection of Existing Facilities**General:**

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

Construction:

Existing underground utility lines are not shown on the plans. The Contractor shall be responsible for locating and field verifying the location of all existing utilities and utility features prior to the start of construction activities and protecting all facilities during construction. (Note:

There is a fiber optic line in the vicinity of this project.) Engineer shall be notified of utility conflicts. Contractor shall allow 14 days after notification of utility conflicts prior to construction of affected work. Damage caused by the Contractor to existing facilities shall be repaired within 24 hours at the sole expense of the Contractor.

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

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

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

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

Payment:

Full compensation for protection of existing facilities and for preservation of existing survey monuments, except those noted on the plans as requiring replacement and paid for separately, shall be considered as included in the contract prices paid for the various items of work, and no additional compensation will be allowed therefor.

18. Dust Control

General:

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

Construction:

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

Payment:

Full compensation for DUST CONTROL including but not limited to that resulting from construction, public traffic, or wind shall be considered as included in the prices paid for the various items of work involved, and no separate payment will be made therefor.

19. Earthwork

General:

All work performed in connection with EARTHWORK shall conform to the provisions in CT Specifications Section 19 EARTHWORK, the plans and these technical specifications.

Submittals:

Concrete Mix

Inspection:

Earthwork at subgrade (prior to placement of base, concrete, asphalt or shotcrete), regardless of its use, shall be compacted to 95% (ninety-five percent) relative compaction as determined by ASTM D 6938. Tests shall be performed for every 3000 square feet of compacted subgrade grade.

Construction:

Rocks generated during construction shall be placed onsite at the direction of the Engineer. It is planned that onsite rocks will be placed in concrete to separate the Skatepark from the Sidewalk adjacent to the parking areas.

Payment:

Payment quantity for EARTHWORK – EXCAVATION & EXPORT will be measured by the CUBIC YARD of dirt excavated onsite then exported (this item is to cover dirt that is unusable as fill and that must be removed from the site), and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, for doing all the work involved in installation, complete in place, as shown on the plans, as required by these Technical Specifications and as directed by the Engineer.

Payment quantity for EARTHWORK – EXCAVATION & EMBANKMENT will be measured by the CUBIC YARD of dirt excavated onsite then placed and compacted as indicated on the plans, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, for doing all the work involved in installation, complete in place, as shown on the plans, as required by these Technical Specifications and as directed by the Engineer.

Payment quantity for EARTHWORK – IMPORT & EMBANKMENT will be measured by the CUBIC YARD of dirt imported to the site then placed and compacted as indicated on the plans, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, for doing all the work involved in installation, complete in place, as shown on the plans, as required by these Technical Specifications and as directed by the Engineer.

The cost associated with compaction of the areas where material has been excavated shall be included in the other various items of EARTHWORK and no separate payment shall be made therefor.

EARTHWORK pay items are for all earthwork within the parking lot area and the Building Pad. Earthwork for SKATEPARK CONSTRUCTION is not included in the pay items identified in this specification section. Earthwork required for SKATEPARK CONSTRUCTION is separate and considered incidental to SKATEPARK CONSTRUCTION and no additional payment will be made therefor.

26. Aggregate Bases

General:

All work performed in connection with AGGREGATE BASE shall conform to the provisions in CT Specifications Section 26 AGGREGATE BASE, the plans and these technical specifications.

Submittals:

Aggregate Base

Materials:

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

Construction:

Aggregate base for sidewalks, cross gutters, curbs, spandrels and curb and gutters shall be installed according to the details and location shown on the plans.

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

For areas shown on the plans to receive shoulders, base material shall be left in a windrow at each side of the new pavement area to be placed against new paved edge after completion of paving. After pavement is complete pulverized material shall be placed against new pavement edge.

Inspection:

Aggregate base, regardless of its use, shall be compacted to 95% (ninety-five percent) relative compaction as determined by ASTM D 6938. Tests shall be performed for every 3000 square feet of compacted finished grade.

Payment:

Payment quantity for AGGREGATE BASE will be measured by the CUBIC YARD placed and compacted as indicated on the plans, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, for doing all the work involved in installation, complete in place, as shown on the plans, as required by these Technical Specifications and as directed by the Engineer.

Full compensation for shoulders shall be considered as included in the prices paid for the various items of work involved, and no separate payment will be made therefor.

The AGGREGATE BASE item includes aggregate base used under HMA pavement, under SIDEWALK, and under CURB AND GUTTER. Aggregate base used with the construction of

any items other than HMA, SIDEWALK, and CURB AND GUTTER will be considered incidental to those items and no additional payment will be made therefor.

37. Bituminous Seals

General:

All work performed in connection with SLURRY SEAL shall conform to the provisions in CT Specifications Section 37 BITUMINOUS SEALS, the plans and these technical specifications.

Submittals:

SLURRY SEAL

Materials:

Polymerized slurry seal in accordance with Section 37-3 "Slurry Seal and Micro-Surfacing" of the CT Specifications. The polymerized slurry seal shall utilize PMCQS1h emulsion. Aggregate shall meet the gradation for Type II aggregate.

Construction:

All loose cover material shall be removed by brooming prior to application of the subsequent slurry seal.

Apply polymerized slurry seal in accordance with Section 37-3 "Slurry Seal and Micro-Surfacing" of the Standard Specifications.

Payment:

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

39. Asphalt Concrete

General:

Work under this item shall conform to the provisions in Section 39-2, "Hot Mix Asphalt" of the CT Specifications and these Technical Specifications.

Work under this item will include all labor, materials, equipment, and incidentals necessary to complete the work as specified to construct sawcut lines where new pavement joins existing pavement, at the limits of removal for gutters and cross gutters, and as shown on the plans.

Submittals:

Hot Mix Asphalt

Materials:

Hot Mix Asphalt (HMA) shall be Type A using the Standard construction process complying with Section 39, "Hot Mix Asphalt" of the CT Specifications. Asphalt binder to be mixed with the aggregate shall conform to the provisions of Section 92, "Asphalts", of the CT Specifications and shall be Performance Graded Polymer Modified (PG Polymer Modified) Asphalt Binder PG 64-28 PM. Aggregate for HMA Type A must comply with the 3/4-inch or 1/2-inch grading. Tack Coat shall be asphaltic emulsion in conformance with the provisions of Section 94 "Asphaltic Emulsions" of the CT Specifications.

Construction:

Hot Mix Asphalt shall be 3" thick HMA over compacted base.

Hot Mix Asphalt (HMA) shall be placed according to the details and location shown on the plans.

All HMA pavement shall be placed in one day.

Pavement shall conform to existing concrete, asphalt, and other features adjacent to roadways as shown on the plans and/or as directed by Engineer.

Payment:

Full compensation for sawcut shall be considered as included in the prices paid for the various items of work involved, and no separate payment will be made therefor.

Payment quantity of HMA shall be measured by the SQUARE FEET installed at 3" depth. Measurement and verification of quantities shall be coordinated with the Engineer. The contract unit price paid per SQUARE FEET for "HMA" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and doing all work involved in placement of hot mix asphalt concrete, including mix design preparation, and contractor quality control according to CT Specification Section 39 "Hot Mix Asphalt", complete in place, as shown on the plans and as specified in these Technical Specifications or as directed by the Engineer.

Full compensation for furnishing and applying tack coat shall be considered as included in the contract price paid per ton of HMA and no separate payment will be made therefor.

Full compensation for conforming to existing shall be considered as included in the contract price paid per ton of HMA and no separate payment will be made therefor.

47. Earth Retaining Systems**General:**

The work shall consist of furnishing materials, labor, equipment and supervision for the construction of a precast modular block (PMB) retaining wall structure in accordance with the requirements of this section and in acceptable conformity with the lines, grades, design and dimensions shown in the project site plans.

Submittals:

LARGE BLOCK RETAINING WALL

product data, system brochure and 28 day compressive strength
Drainage Aggregate
Drainage Pipe
Geotextile
Geosynthetic Soil Reinforcement (if required)

Materials:

LARGE BLOCK RETAINING WALL sized approximately 2000 pounds per block for midwall blocks. Top Blocks may be lighter and footing blocks may be heavier.

Construction:

LARGE BLOCK RETAINING WALL construction shall be in conformance with manufacturers requirements and recommendations as well as CSI Manufacturer Specifications. Installation shall match computer model design for size of block, reinforcement, foundation, leveling pad, base, first block burial, and all other requirements.

Payment:

Payment quantity for LARGE BLOCK RETAINING WALL will be measured by the VERTICAL SQUARE FOOT as measured along the installed face of curb, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, for doing all the work involved in installation, complete in place, as shown on the plans, as required by these Technical Specifications and as directed by the Engineer.

51. Concrete Structures

General:

This work shall consist of installation of CURB AND GUTTER and SIDEWALKS. Portland Cement Concrete shall conform to the requirements of Section 90-10, "Minor Concrete" and Section 73, "Concrete Curbs and Sidewalks" of the CT Specifications and these Technical Specifications.

Submittals:

Concrete Mix

Materials:

Concrete shall have a minimum 56-day compressive strength of 5,000 psi. Fibermesh fiber additive or approved equal shall be added for all concrete with an exposed wearing surface. Cement for all concrete in the project shall be Type II Portland cement conforming to the requirements of Section 90-10. The maximum water cement ratio shall be 0.45. All concrete shall have an air entrainment between four (4) percent and six (6) percent. (+0.1%) Coarse aggregate for concrete shall be 1-inch minimum.

Construction:

Install CURB AND GUTTER and SIDEWALK in locations as shown on plans, as directed by engineer and based on survey construction stakes provide by Mono County.

Payment:

Payment quantity for CURB AND GUTTER will be measured by the FOOT as measured along the installed face of curb, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, for doing all the work involved in installation, complete in place, as shown on the plans, as required by these Technical Specifications and as directed by the Engineer.

Payment quantity for SIDEWALK will be measured by the SQUARE FOOT measured on the installed SIDEWALK, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, for doing all the work involved in installation, complete in place, as shown on the plans, as required by these Technical Specifications and as directed by the Engineer.

70. Miscellaneous Drainage Facilities**General:**

Drainage Inlet and Grate shall conform to Section 70, "Miscellaneous Drainage Facilities" of the CT Specifications.

Submittals:

Drainage Inlet
Storm Drainage Pipe
Drywell Grate

Materials:

The connector pipe and connection shall conform to the requirements of Section 23, Storm Drain Pipe, and the CT Specifications.

Construction:

Drainage Inlet shall be constructed as shown on the plans and as directed by the Engineer, and shall include the grate, the connector pipe along with connections to the culvert and to the inlet, inlet hood, and inlet trash screen. Drainage Inlet shall conform to details shown on the plans, except as modified to fit actual field conditions and as directed by the Engineer. Drainage Inlet shall include inlet depression where shown on the plans.

Storm Drain Pipe shall be constructed as shown on the plans and as directed by the Engineer. Storm Drain Pipe shall conform to details shown on the plans, except as modified to fit actual field conditions and as directed by the Engineer.

Payment:

Payment Quantity of "DRAINAGE INLET" will be measured as EACH including full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all of the work involved in installing and constructing DRAINAGE INLET and Inlet Depression in place, as shown on the Plans, as specified in the CT Specifications and these Technical Specifications, and as directed by the Engineer.

Payment Quantity of "STORM DRAIN PIPE" will be measured per LINEAR FEET in place from center to center of inlet or cover, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all of the work involved in installing Storm Drain Pipe in place, as shown on the Plans, as specified in the CT Specifications and these Technical Specifications, and as directed by the Engineer.

Payment Quantity of "DRYWELL" will be measured as LUMP SUM including full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all of the work involved in installing and constructing DRYWELL in place, as shown on the Plans, as specified in the CT Specifications and these Technical Specifications, and as directed by the Engineer.

Contractor shall notify Underground Service Alert (USA) prior to excavation for culverts and after a minimum of 24 hours after notice of USA and JLPUD, contractor shall pothole to verify the underground conditions. Engineer shall be notified of differing conditions determined during potholing. Wherever conflicts may exist, the Contractor shall obtain direction from Engineer prior to the removal of the existing storm drain pipe or installation of new storm drain pipe.

Storm Drain Pipe shall be plastic with smooth interior and shall conform to Section 64 "Plastic Pipe" of the CT Specifications. Storm Drain Pipe with a nominal diameter of 27" shall be PVC sewer pipe per ASTM F679 with a pipe stiffness of 46 psi.

Quantities of "STORM DRAIN PIPE" will be measured by the LINEAR FOOT of Storm Drain pipe in place and accepted by the Engineer.

73. Concrete Curbs and Sidewalks

General:

This work shall consist of installation of CURB AND GUTTER and SIDEWALKS.

Submittals:

Concrete Mix

Materials:

Portland Cement Concrete shall conform to the requirements of Section 90-10, "Minor Concrete" and Section 73, "Concrete Curbs and Sidewalks" of the CT Specifications and these Technical Specifications. Aggregate base shall conform to the provisions in Section 26, "Aggregate Bases" of the CT Specifications and these Technical Specifications.

Concrete shall be as noted on plans and have a minimum 56-day compressive strength of 5,000 psi. Fibermesh fiber additive or approved equal shall be added for all concrete with an exposed wearing surface. Cement for all concrete in the project shall be Type II Portland cement. The maximum water cement ratio shall be 0.45. All concrete shall have an air entrainment between four (4) percent and six (6) percent. (+0.1%) Coarse aggregate for concrete shall be 1-inch minimum.

Construction:

Install CURB AND GUTTER and SIDEWALK in locations as shown on plans, as directed by engineer and based on survey construction stakes provide by Mono County.

Payment:

Payment quantity for CURB AND GUTTER will be measured by the FOOT as measured along the installed face of curb, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, for doing all the work involved in installation, complete in place, as shown on the plans, as required by these Technical Specifications and as directed by the Engineer.

Payment quantity for SIDEWALK will be measured by the SQUARE FOOT measured on the installed SIDEWALK, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, for doing all the work involved in installation, complete in place, as shown on the plans, as required by these Technical Specifications and as directed by the Engineer.

Payment quantity for ACCESSIBLE RAMP will be measured by the LUMP SUM measured on the installed ACCESSIBLE RAMP, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, for doing all the work involved in installation, complete in place, as shown on the plans, as required by these Technical Specifications and as directed by the Engineer. This item shall include but is not limited to installation in conformance to ADA requirements, required truncated dome installation, ramp slopes and widths.

Payment quantity for BUS PAD will be measured by the LUMP SUM measured on the installed BUS PAD, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, for doing all the work involved in installation, complete in place, as shown on the plans, as required by these Technical Specifications and as directed by the Engineer.

82. Signs and Markers

General:

This work shall consist of installation of Signs and Sign Posts which shall conform to Section 56-4, "Roadside Signs" of the CT Specifications and the most recent MUTCD standards and requirements.

Submittals:

Sign Posts

Stop Sign

Accessible Signs

Contractor shall not order signs prior to engineer's approval of submittal.

Materials:

Signs and Sign Posts shall conform to Section 56-4, "Roadside Signs" of the CT Specifications and the 2009 MUTCD.

Stop Signs shall be 30" single sheet aluminum and shall have Type III retro-reflective sheeting.

Accessible Signs shall be single sheet aluminum and shall have Type III retro-reflective sheeting as shown on detail on drawing sheet C3

Accessible signs shall have Type III retroreflective sheeting. Signage shall include international symbol of accessibility placed in front of the parking space. Van accessible spaces shall include the designation "van accessible".

Construction:

Final location, quantity and spelling of signs will be as directed by engineer.

Accessible signs shall be installed in conformance with ADA requirements. International symbol of accessibility shall be placed in front of the parking space mounted at least five feet above the ground, measured to the bottom of the sign.

Accessible signs shall be installed in conformance with ADA requirements

Payment:

Payment quantity for STOP SIGN will be measured by the EACH from actual count.

Payment quantity for ACCESSIBLE PARKING SIGN will be measured by the EACH from actual count, including all three signs installed as shown on ACCESSIBLE PARKING SIGN detail on drawing sheet C3.

The contract unit price paid per EACH for signs shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, including but not limited to posts and attachment hardware and for doing all the work involved in installation, complete in place, as shown on the plans, as required by these Technical Specifications and as directed by the Engineer.

83. Railings and Barriers

General:

This work shall consist of installation of Railings in the Skatepark Area. Railings and Barriers shall conform to the requirements of Section 83, "Railings and Barriers" of the CT Specifications and these Technical Specifications.

Submittals:

Submit a manufacturer's cut sheet for metal materials and connectors prior to purchase and installation.

Materials:

Wood shall be first use, new material Pressure treated per CT Specifications section 83-2.02C(1)(b).

All connectors shall be galvanized.

Safety panels shall be steel with paint coating

Construction:

Railings must be installed to be capable of withstanding 200 pounds of force at any location perpendicular to railing alignment. A ball of 4" diameter shall not pass through any location between or through railings, support posts or safety panels.

Inspection:

Payment will be authorized only upon inspection by engineer for conformance with the plans, these specifications and minimum safety standards.

Payment:

Payment quantity for railings is the length in feet measured along the face of the railing, including end and intermediate posts, with no deductions for gaps in the railing for sign supports.

The contract unit price paid per FOOT for RAILINGS shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installation of RAILING, complete in place, as shown on the plans, as specified in the CT Specifications and these Technical Specifications and as directed by the Engineer.

84. Markings

General:

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

Submittals:

Submit manufacturers cut sheet for Paint Materials.

Materials:

Paint type shall be Waterborne traffic line in accordance with Section 84-3 of the CT Specifications and shall be applied in two (2) coats. At least 48 hours shall elapse between application of a bituminous seal coat and permanent pavement marking. and Glass Beads

Construction:

Approximate locations of all new pavement markings are shown on the plans. Prior to installation, the Contractor shall lay out marking locations for review and approval by the Engineer. All traffic striping and pavement markings damaged by the Contractor's operations shall be replaced in kind.

- Stop Bar shall be constructed in conformance with "Crosswalk and Limit Line, Standard Plan A24E.
- Painted Stop Marking shall be constructed in conformance with the Pavement Marking Words on Standard Plan A24D.
- Parking Area Striping shall be 4 Inch Solid White Stripe.

- Accessible Parking Space Markings shall be in blue paint, and the International Symbol of Accessibility ISA marking shall be in conformance with the detail on Standard Plan A24C.

Inspection:

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

Payment:

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

Payment quantity of PAINTED STOP MARKING AND BAR will be measured by EACH installed in place.

Payment quantity of PAINTED 4 INCH SOLID WHITE STRIPE will be measured by the LINEAR FOOT installed in place.

Payment quantity of PARKING AREA STRIPING will be measured by the LINEAR FOOT installed in place.

Payment quantity of ACCESSIBLE PARKING SPACE MARKINGS will be measured by the LUMP SUM installed in place for all markings required for each accessible parking space or van accessible parking space including access aisle and adjacent no parking areas.

99. Building Construction

General:

The prefabricated restroom building will require the construction of the pad, including installation of water, sewer and electrical laterals for placement of the prefabricated Restroom building. The prefabricated restroom building is provided by Mono County, and will be delivered, landed, and connected to the utilities by the supplier. Installation of the building shall occur before paving of the parking lot.

Materials

Prefabricated ADA Restroom supplied by Mono County

Construction:

Contractor shall prepare the building site for placement of building when delivered. Reference shall be made to the Building Plans for site requirements, utility placement and any other factors.

Delivery will be from a lift truck that can set building into final position directly from truck. Any additional cost due to lack of building pad preparation prior to delivery shall be the responsibility of contractor, and no additional compensation shall be made therefor.

Inspection:

Payment will be authorized only upon inspection by engineer for conformance with the plans, these specifications and minimum safety standards.

Payment:

Payment quantity for BUILDING PAD AND PLACEMENT of Prefabricated ADA Restroom is per LUMP SUM. The contract unit price paid per LUMP SUM for BUILDING PAD shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in preparing a building pad and assisting in building placement, complete in place, as shown on the plans, as required by these Technical Specifications and as directed by the Engineer.

102. Sewer Lateral

General:

This work shall consist of installation of a Sewer Lateral for the Prefabricated ADA Restroom.

Submittals:

Sewer Lateral materials shall be submitted to the Hilton Creek Community Services District for approval.

Materials:

Materials as approved by Hilton Creek Community Services District

Construction:

Sewer Lateral shall be located generally where shown on the plans, and such that electrical service can be provided to the Prefabricated ADA Restroom. Sewer Lateral work shall comply with requirements of Engineer and Hilton Creek Community Services District.

Inspection:

Payment will be authorized only upon verification of conformance from Hilton Creek Community Services District and inspection by engineer for conformance with the plans, these specifications and minimum safety standards.

Payment:

Payment quantity for Sewer Lateral is the length in feet measured along the sewer lateral. The contract unit price paid per FOOT for SEWER LATERAL shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installation of SEWER LATERAL, complete in place including but not limited to required valves and meters, as shown on the plans, as required by Hilton Creek Community Services District and these Technical Specifications and as directed by the Engineer.

103. Water Lateral**General:**

This work shall consist of installation of a Water Lateral for the Prefabricated ADA Restroom.

Submittals:

Water Lateral materials shall be submitted to the Mountain Meadows Mutual Water Company for approval.

Materials:

Materials as approved by Mountain Meadows Mutual Water Company

Construction:

Water Lateral shall be located generally where shown on the plans, and such that electrical service can be provided to the Prefabricated ADA Restroom. Water Lateral work shall comply with requirements of Engineer and Mountain Meadows Mutual Water Company.

Inspection:

Payment will be authorized only upon verification of conformance from Mountain Meadows Mutual Water Company and inspection by engineer for conformance with the plans, these specifications and minimum safety standards.

Payment:

Payment quantity for Water Lateral is the length in feet measured along the water lateral. The contract unit price paid per FOOT for WATER LATERAL shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installation of WATER LATERAL, complete in place including but not limited to required valves and meters, as shown on the plans, as required by Mountain Meadows Mutual Water Company and these Technical Specifications and as directed by the Engineer.

104. Electrical Service**General:**

This work shall consist of installation of an Electrical Service for the Prefabricated ADA Restroom.

Submittals:

Electrical Conduit shall be submitted to SCE for approval.

Materials:

Conduit as approved by SCE

Construction:

Electrical Service shall be located generally where shown on the plans, and such that electrical service can be provided to the Prefabricated ADA Restroom. Electrical service work shall comply with requirements of Engineer and SCE.

Inspection:

Payment will be authorized only upon verification of conformance from SCE and inspection by engineer for conformance with the plans, these specifications and minimum safety standards.

Payment:

Payment quantity for SCE service is the length in feet measured along service conduit.

The contract unit price paid per FOOT for ELECTRICAL SERVICE shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installation of ELECTRICAL SERVICE, complete in place, as shown on the plans, as required by Southern California Edison and these Technical Specifications and as directed by the Engineer.

200. Specialty Skatepark Construction

General:

This section includes work related to the completion of the skatepark. This Project Manual provides a general layout for the skatepark and includes features that are desired by the County. This general layout is the result of multiple meetings and community engagement. It represents the minimum amount, type and difficulty level of features, construction materials and quality. The Specialty Skatepark Contractor as identified in the Bidder's Qualification Statement, whether this is the contractor submitting the bid or a subcontractor identified in this bid, is required to provide final detailed shop drawings and construction assistance for the skatepark. All work related to the skatepark shall be coordinated by the Contractor.

This work includes, but is not limited to the following:

- A. Final, approved, skatepark shop drawings with feature details
- B. Concrete formwork
- C. Concrete reinforcement
- D. Cast-in-place concrete and shotcrete
- E. Metal coping and rails

Submittals:

The Contractor shall submit detailed shop drawings for the proposed skatepark. The skatepark shall not be smaller than the size shown in the conceptual layout provided in this Project Manual. The Contractor is responsible for all dimensioning, fabrication and procurement of materials, means, methods, techniques, safety, and coordination of the work. It is the Contractor's responsibility to check the accuracy of his own shop drawings and those of his subcontractors.

The skatepark shop drawings shall be prepared by the Specialty Skatepark Contractor. Approval of the shop drawings shall be done by the Engineer. Community involvement is an important aspect of this project. The approval process will require, at a minimum:

- A. Specialty Skatepark Contractor shall attend and run two (2) public workshops with community engagement at the Crowley Lake Community Center in Crowley Lake California.
- B. At least two options for the schematic features of the skatepark shall be presented at the first workshop. The Specialty Skatepark Contractor shall gather input and receive comments from local skaters.
- C. The second workshop shall present at least one option that incorporates the feedback from the community at the first meeting. The Specialty Skatepark Contractor shall gather input and receive comments from local skaters.
- D. If additional iterations are necessary for final approval of the shop drawings, direct interaction with County staff via email, remote meetings and drawing markups is permitted.

The final, approved shop drawings prepared by the Specialty Skatepark Contractor shall minimally include the following items:

- A. A three-dimensional isometric model of the approved skatepark
- B. Final skatepark layout, radii, contours, spot elevations, and dimensional details for all components
- C. Connection and fabrication details for all copings, rails, and other skatepark features
- D. Locations of all construction and expansion joints
- E. Cross sections of bowl and skatepark areas showing dimensions and reinforcing details

Materials:

Shotcrete shall be in conformance with Section 53 Shotcrete of the CT Specs.

Poured in place concrete structures shall be constructed in conformance with Technical Specifications Section 51.

Quality Assurance:

Samples of the shotcrete shall be collected and tested for compressive strength at 7 days and 56 days.

Construction:

- A. Earthwork shall be performed in conformance with section 19 and section 51 of these Technical Specifications and of the CT Specifications.
- B. Base shall be installed in conformance with section 26 and section 51 of these Technical Specifications and of the CT Specifications.

- C. All cast-in-place concrete and shotcrete shall be placed on a minimum base of six (6) inches of compacted processed gravel borrow or dense grade stone borrow for vertical surfaces.
- D. All skatepark surfaces shall consist of a minimum of six inches of reinforced concrete.
- E. Concrete shall be steel-troweled to between a light broom and glassy finish. Do not broom finish nor burn the surface.
- F. The skatepark concrete and shotcrete areas shall include minimum reinforcement of No. 3 rebar spaced twelve inches on center, each direction.
- G. All edge tooling shall be 1/8" radius. Provide chambered edges on all flatwork perimeters to mitigate slab edge breakage.
- H. Expansion, construction, and saw cut joints should be placed where they are least likely to interfere with a skateboard wheel. Careful consideration to expansion joint locations must be given, using the flow of skaters as a critical design criterion.
- I. Filled control joints must include a rigid control filler flush with the skating surface.
- J. Tooled control joints should be placed where they are least likely to interfere with skateboard wheels where a cut control joint is not possible.
- K. Coping shall include hook anchors and shall protrude 0.25 +/-0.125 inches above the resting deck and shall protrude 0.25 +0.25 or -0.125 inches above the riding surfaces.
- L. Gaps or transitions between riding surfaces intended to be in the same plane shall not exceed 0.188 inches.
- M. Elevations and contours shall result in positive drainage for all surfaces within the skatepark area. Standing water will not be allowed.
- N. Contractor shall install a sign with the Rules and Regulations of the skatepark. The sign must be approved by Mono County.

Inspection:

Contractor shall request inspections by the Engineer

- upon completion of grading
- placement of Base Material
- installation of reinforcement
- completion of any required formwork
- other as requested by Engineer

Payment:

Payment quantity for SKATEPARK SHOP DRAWINGS will be per LUMP SUM, and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, travel expenses, lodging expenses, and for doing all work involved in the preparation of SKATEPARK SHOP DRAWINGS, including but not limited to providing 2 onsite public workshops in Crowley Lake, California, preparation of shop drawings, and all work required for shop drawings.

Payment quantity for SKATEPARK CONSTRUCTION will be measured by the SQUARE FOOT measured on the installed SKATEPARK CONSTRUCTION, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, for doing all the work involved in installation, complete in place, to the design developed during the SKATEPARK SHOP DRAWINGS process, as required by these Technical Specifications and as directed by the Engineer. SKATEPARK CONSTRUCTION will include, but not be limited to earthwork, base, reinforcement, metal for railings or other features, concrete, shotcrete, and all other materials required for the SKATEPARK CONSTRUCTION, and no additional payment will be made therefor.

Earthwork required for SKATEPARK CONSTRUCTION, including but not limited to export of excess cut or nonstructural soils, cut, fill, placing, compacting, and/or importing borrow in conformance with these technical provisions and Section 19-3 of the CT Specifications shall be considered incidental to SKATEPARK CONSTRUCTION and no additional payment will be made therefor.

SECTION IV

PROJECT PLANS

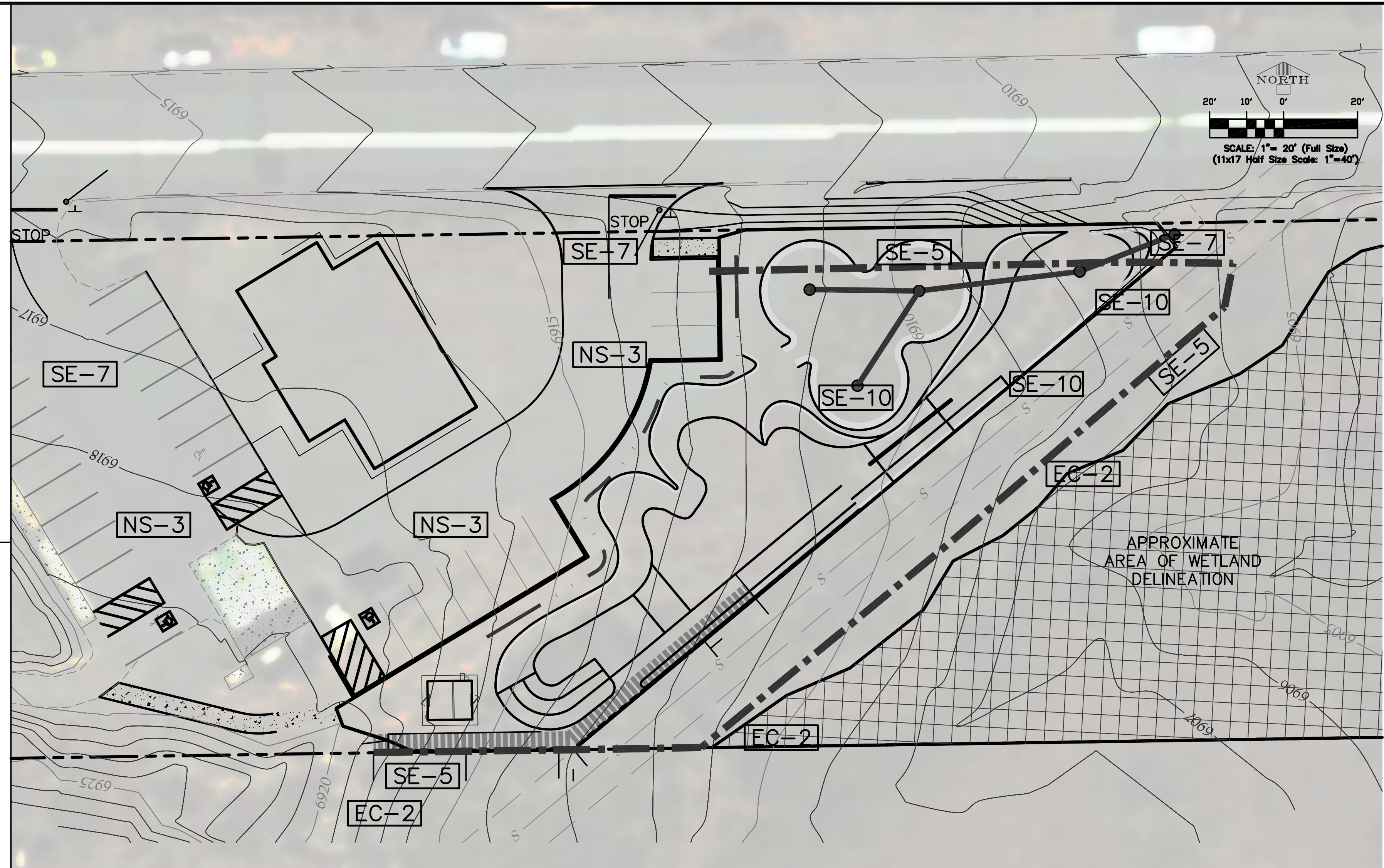
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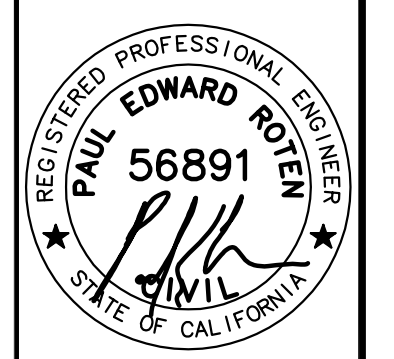
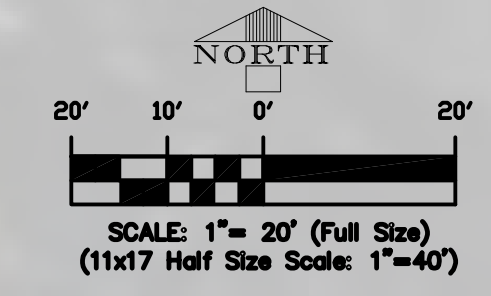
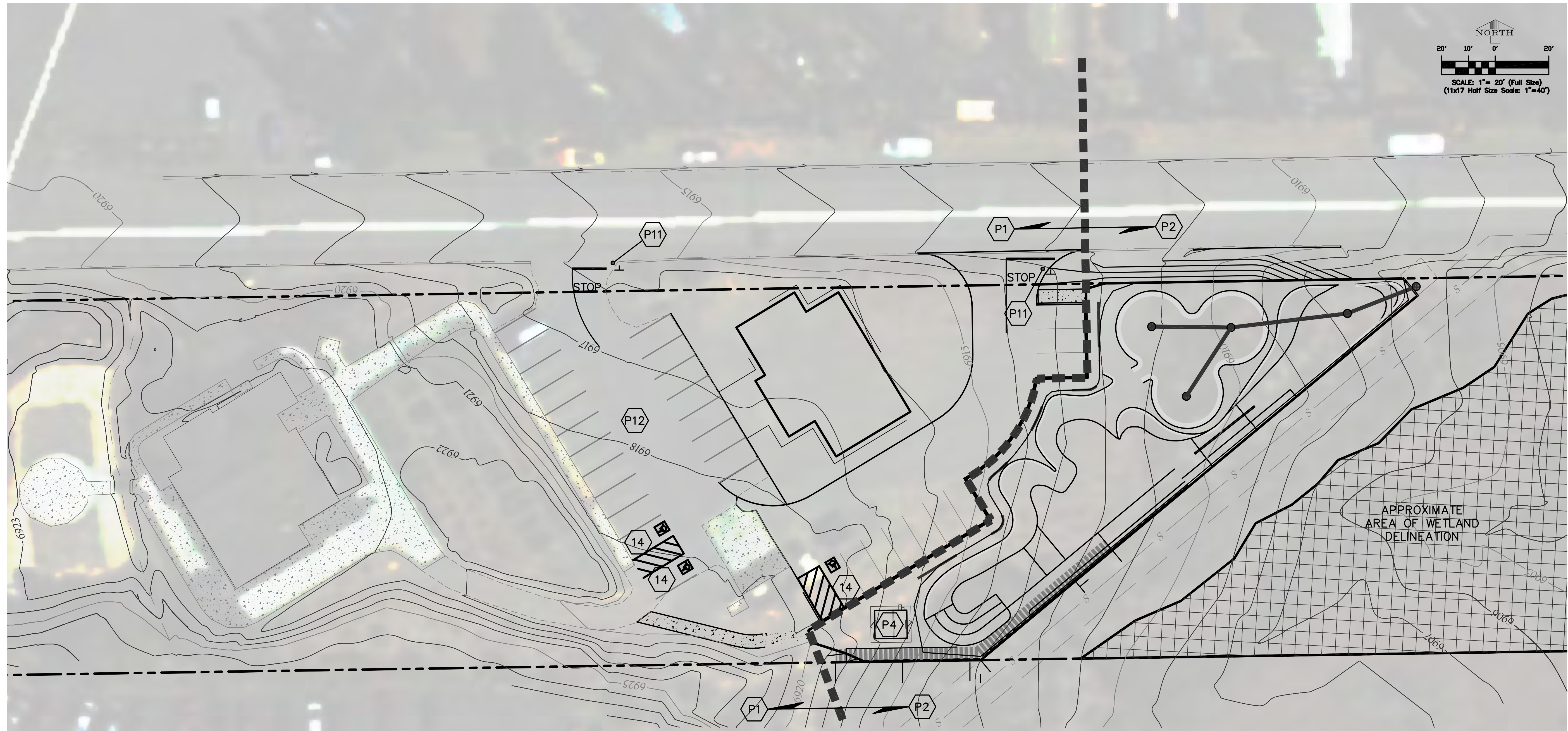
GENERAL WATER POLLUTION CONTROL NOTES:

- WATER POLLUTION CONTROL PLAN**
The contractor shall perform all work in conformance with the intent of this plan. The intent of this plan is to produce zero sediment or polluted runoff during the construction process.
- HALT or REDUCE or REVISE ACTIVITY**
If it is determined that the construction activity is causing potential for sediment, that activity shall be halted or reduced as necessary until a solution is found.
- PROPER OPERATION AND MAINTENANCE**
The contractor shall properly operate and maintain all facilities and systems which are installed to achieve zero sediment or polluted runoff.
- OIL AND HAZARDOUS SUBSTANCE LIABILITY**
Contractor is responsible for conformance with Section 311 of the CWA.
- AVAILABILITY**
A copy of this Plan, along with all materials to incorporate appropriate Best Management Practices (BMP's) shall be maintained at the project site and be available at all times to the appropriate construction personnel.
- PENALTIES**
The Porter-Cologne Water Quality Control Act provides for civil and criminal penalties in some cases for allowing sediment or polluted runoff to exit a construction site. The contractor will be responsible for any penalties if they occur.
- Best Management Practices (BMP's)**
The BMPs referenced in these plans are detailed at the California Stormwater Quality Association website: www.casqa.org.

GENERAL WATER POLLUTION CONTROL BMP's:

- EC1 Scheduling:** All work shall be scheduled to limit potential for stormwater runoff to have contact with construction materials.
- Employee Training:** Responsible Managers and Employees must be trained appropriately for the Maintenance and Inspection of BMP's.
- NON-STORM WATER DISCHARGES (BMP SC-10):** Used oil, used antifreeze, and hazardous chemical recycling programs shall be implemented.
- SPILL PREVENTION, CONTROL & CLEANUP (BMP SC-11):** Potential spills shall be identified and characterized to eliminate and reduce spill potential.
- OUTDOOR LIQUID CONTAINER STORAGE (BMP SC-31):** Up-to-date inventory of the materials delivered and stored on-site shall be maintained. Chemicals shall be kept in their original containers and shall be accurately labeled.
- VEHICLE & EQUIPMENT FUELING (BMP SC-20):** Fuel-dispensing areas shall be maintained at all times using dry cleanup methods. This BMP shall apply to all vehicle, equipment, and aircraft locations, including all tie-in areas.
- VEHICLE AND EQUIPMENT CLEANING (BMP SC-21):** All washing/cleaning shall be done in areas designated to collect and hold the wash and rinse water or effluent generated. Vehicle and equipment cleaning shall be limited to maintenance equipment only.
- VEHICLE AND EQUIPMENT REPAIR (BMP SC-22):** All equipment repairs shall be done in areas designated to minimize contact of stormwater with outside operations. Vehicle and equipment repair shall be limited to maintenance equipment only.
- OUTDOOR LOADING/UNLOADING (BMP SC-30):** An operations plan that describes procedures for loading and/or unloading shall be developed. All loading/unloading shall be done at designated loading areas only.
- OUTDOOR EQUIPMENT OPERATIONS** shall be implemented per BMP SC-32.
- WASTE HANDLING & DISPOSAL (BMP SC-34):** The discharge of pollutants to stormwater from waste handling and disposal shall be prevented and reduced by tracking waste generation, storage, and disposal through reduction, reuse, and recycling.
- Per BMP SC-35, SAFER ALTERNATIVE PRODUCTS shall be used as much as possible.
- CONTAMINATED OR ERODIBLE AREAS (BMP SC-40):** Natural vegetation shall be preserved.
- BUILDING & GROUNDS MAINTENANCE (BMP SC-41):** Pollutants to stormwater from building and grounds maintenance activities shall be prevented /reduced by washing and cleaning with as little water as possible.
- BUILDING REPAIR AND CONSTRUCTION (BMP SC-42):** Contractor shall be pro-active in determining which potential pollutants may be generated by repair and construction activities.
- PARKING/STORAGE AREA MAINTENANCE (BMP SC-43):** Parking and storage areas shall be kept clean and orderly at all times. Sheet runoff shall be allowed to flow into vegetated strips and swale.
- DRAINAGE SYSTEM MAINTENANCE (BMP SC-44):** All drainage conveyances including, but not limited to, stormwater inlets, pipes, culverts, trenches, and swales, shall be maintained at all times to reduce high pollutant concentrations during the first flush of storms and prevent clogging.





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2017 Jan 4

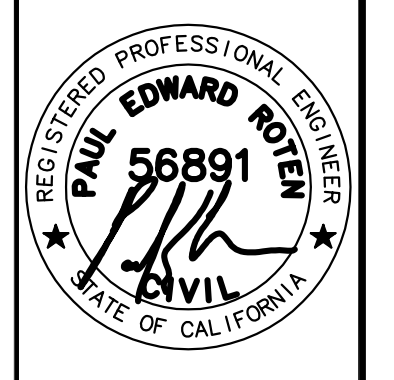
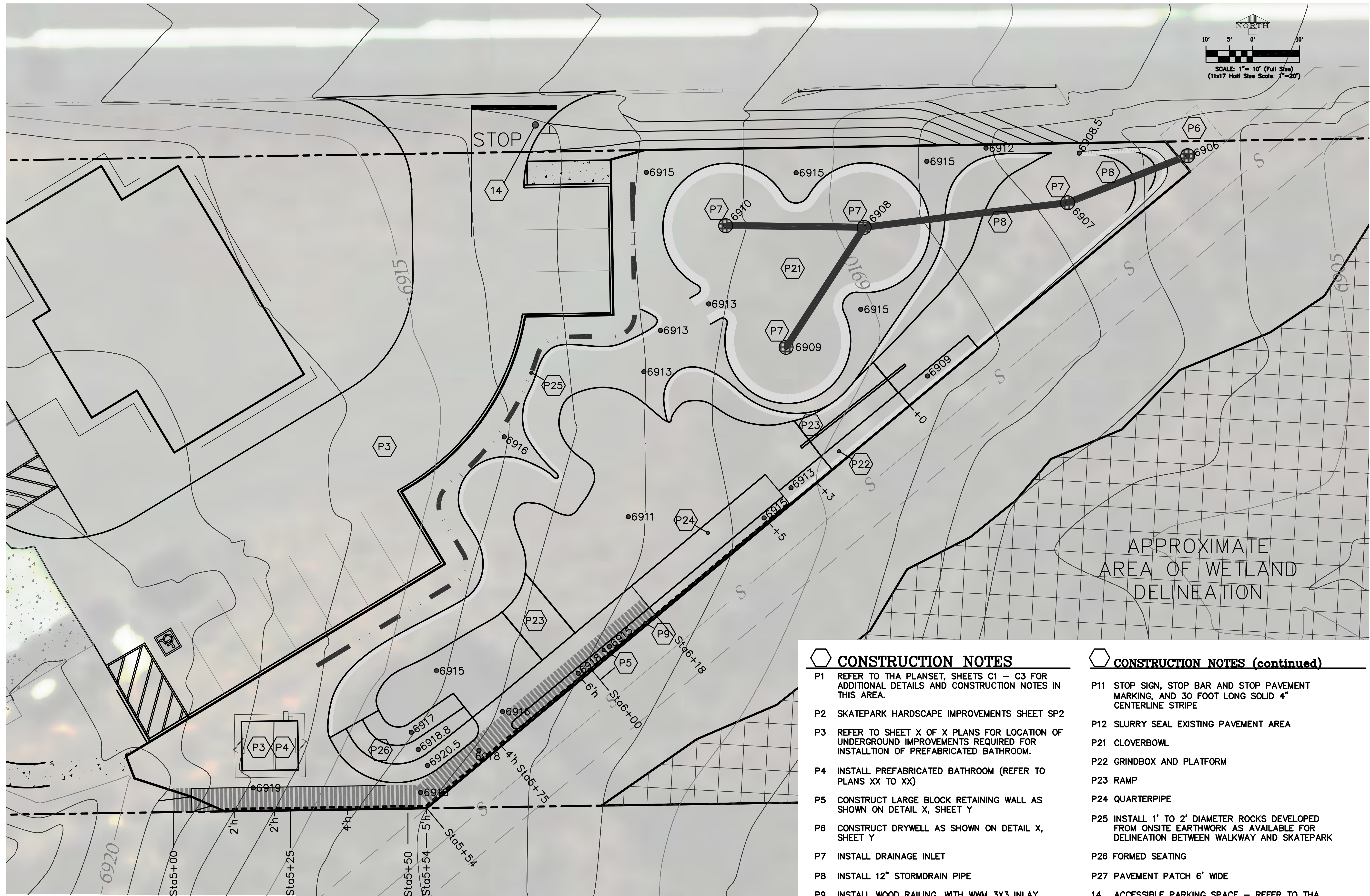
MONO COUNTY PUBLIC WORKS DEPARTMENT	Revision	
	Date	
	Rev.#	
	Drawing Date: 2017 JAN 04	
Prepared By: PER		
Checked By: PER		

CROWLEY LAKE PARK
SKATEPARK
SITE OVERVIEW

- CONSTRUCTION NOTES**
- P1 REFER TO THA PLANSET, SHEETS C1 - C3 FOR ADDITIONAL DETAILS AND CONSTRUCTION NOTES IN THIS AREA.
 - P2 SKATEPARK HARDSCAPE IMPROVEMENTS SHEET SP2
 - P3 REFER TO SHEET X OF X PLANS FOR LOCATION OF UNDERGROUND IMPROVEMENTS REQUIRED FOR INSTALLATION OF PREFABRICATED BATHROOM.
 - P4 INSTALL PREFABRICATED BATHROOM (REFER TO PLANS XX TO XX)
 - P5 CONSTRUCT LARGE BLOCK RETAINING WALL AS SHOWN ON DETAIL X, SHEET Y
 - P6 CONSTRUCT DRYWELL AS SHOWN ON DETAIL X, SHEET Y
 - P7 INSTALL DRAINAGE INLET
 - P8 INSTALL 12" STORMDRAIN PIPE
 - P9 INSTALL WOOD RAILING, WITH WWM 3X3 INLAY PANELS PER DETAILS ON SHEET SP3

- CONSTRUCTION NOTES (continued)**
- P11 STOP SIGN, STOP BAR AND STOP PAVEMENT MARKING, AND 30 FOOT LONG SOLID 4" CENTERLINE STRIPE
 - P12 SLURRY SEAL EXISTING PAVEMENT AREA
 - P21 CLOVERBOWL
 - P22 GRINDBOX AND PLATFORM
 - P23 RAMP
 - P24 QUARTERPIPE
 - P25 INSTALL 1' TO 2' DIAMETER ROCKS DEVELOPED FROM ONSITE EARTHWORK AS AVAILABLE FOR DELINEATION BETWEEN WALKWAY AND SKATEPARK
 - P26 FORMED SEATING
 - P27 PAVEMENT PATCH 6' WIDE
 - 14 ACCESSIBLE PARKING SPACE - REFER TO THA PLANSET SHEET C3

SHEET
P1



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CROWLEY LAKE PARK
SKATEPARK
SKATEPARK HARDSCAPE

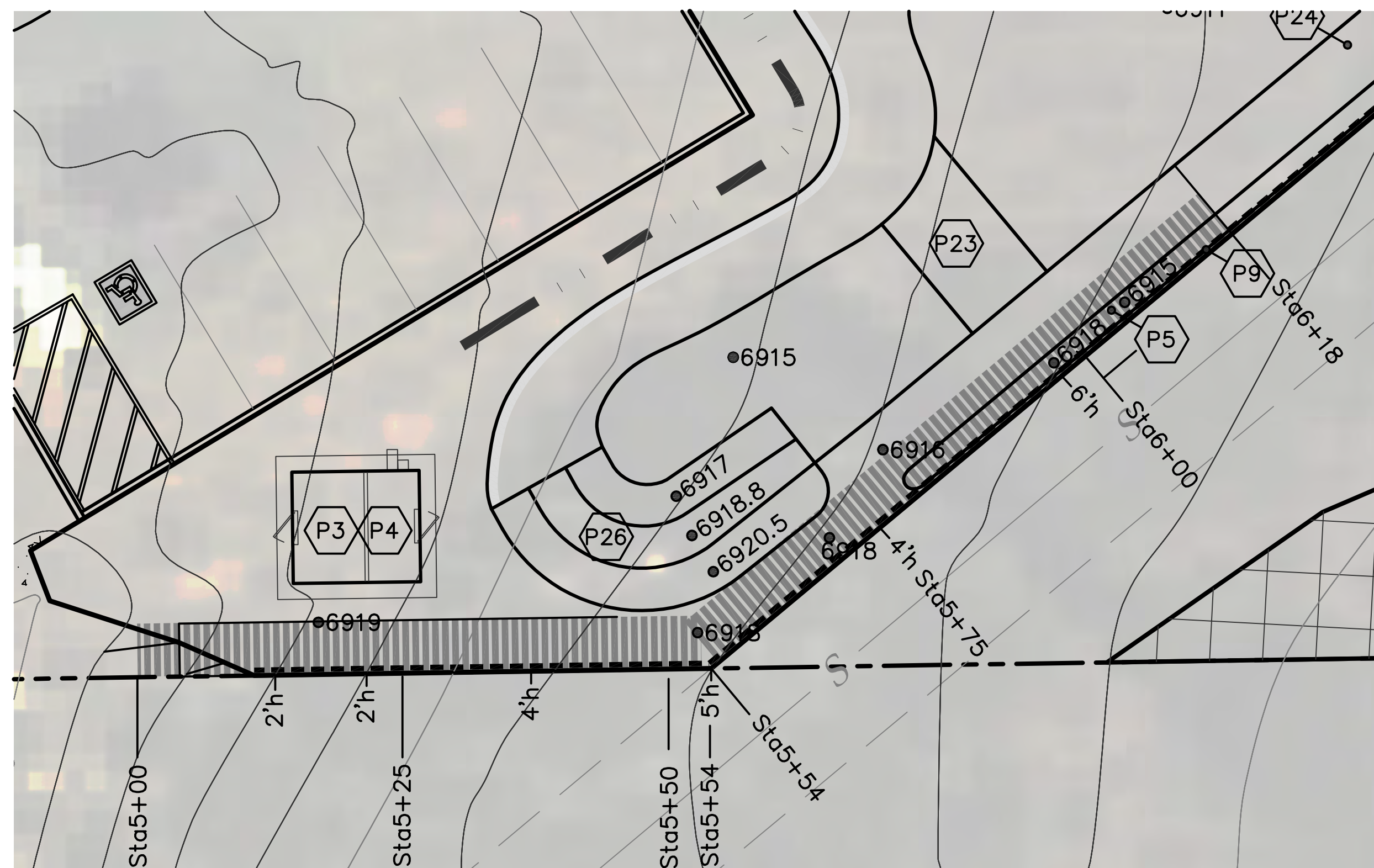
SHEET
P2

CONSTRUCTION NOTES

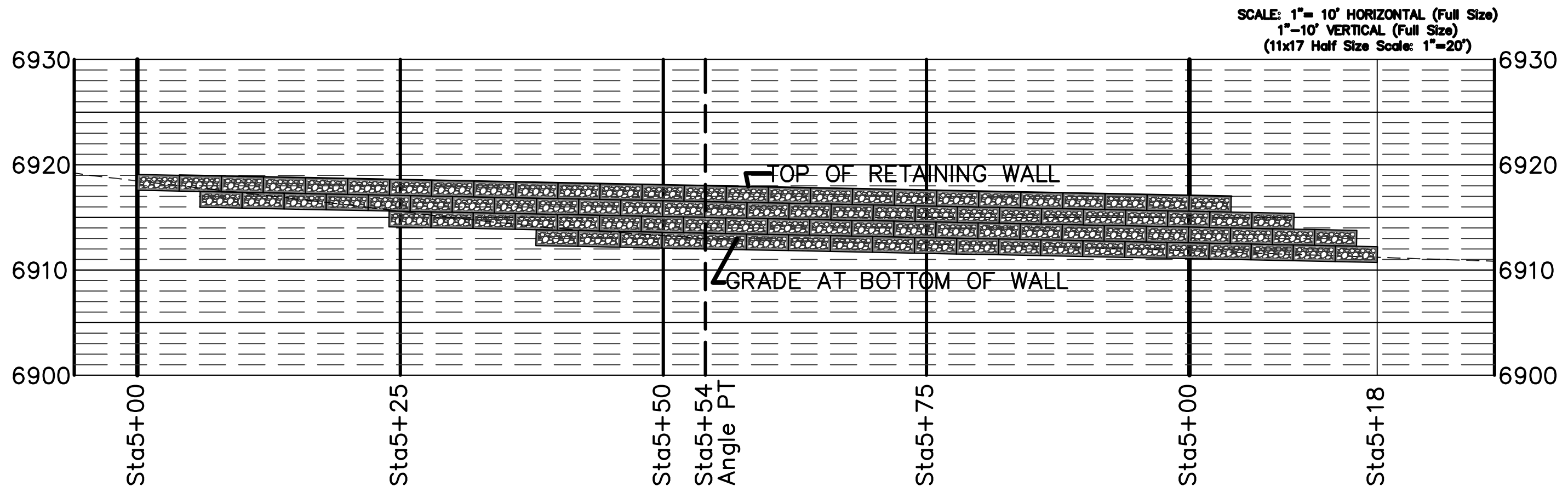
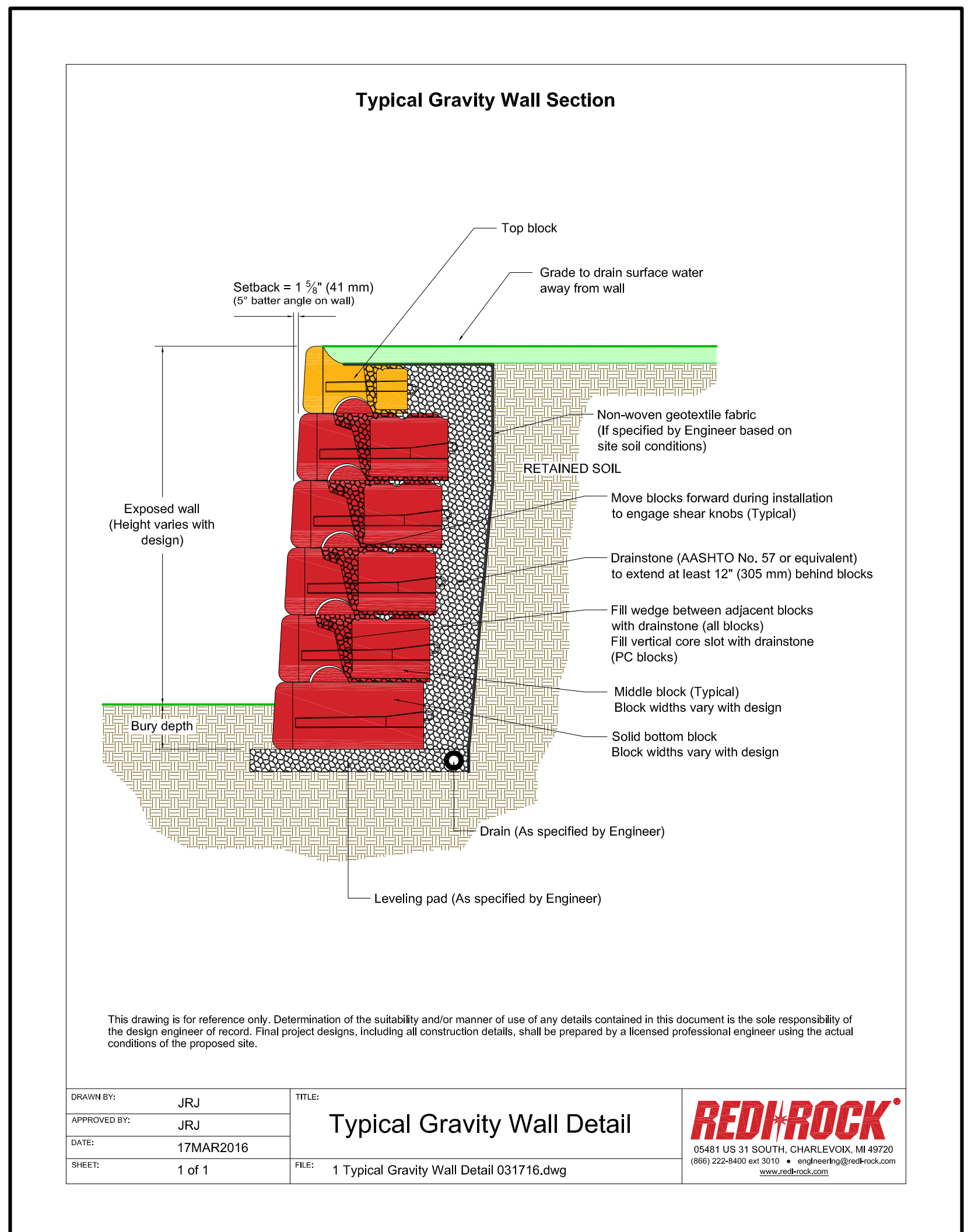
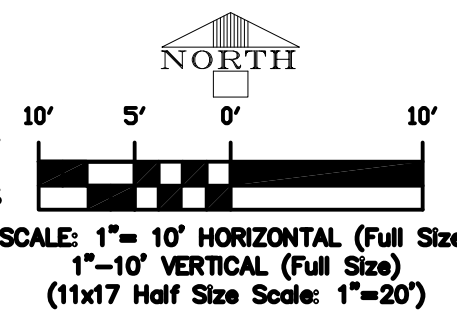
- P1 REFER TO THA PLANSET, SHEETS C1 - C3 FOR ADDITIONAL DETAILS AND CONSTRUCTION NOTES IN THIS AREA.
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CONSTRUCTION NOTES (continued)

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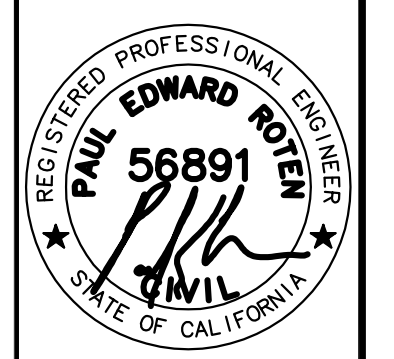
RETAINING WALL PLAN



RETAINING WALL PROFILE

RETAINING WALL NOTES:

1. FINAL LOCATION OF WALL WILL BE DETERMINED BASED ON FINAL SKATEPARK SHOP DRAWINGS.
2. SHOP DRAWINGS AND CALCULATIONS MUST BE PROVIDED BASED ON RETAINING WALL MATERIALS TO BE USED BY CONTRACTOR.
3. THE EXAMPLE RETAINING WALL SHOWN IS A REDIROCK WALL. RETAINING WALL TYPE SELECTED BY CONTRACTOR CAN BE THIS OR OTHER MANUFACTURER.
4. RETAINING WALL MANUFACTURER, CALCULATIONS AND SHOP DRAWINGS MUST BE APPROVED BY ENGINEER, PRIOR TO ORDERING MATERIALS.
5. RETAINING WALL CALCULATIONS MUST BE PERFORMED ON MANUFACTURER PROVIDED PROGRAM, AND/ OR CALIFORNIA CIVIL ENGINEER AND ACCEPTED BY MONO COUNTY ENGINEER. DEPENDING UPON PROGRAM SELECTED CALIFORNIA CIVIL ENGINEER MAY BE REQUIRED WITH PROGRAM.
6. RETAINING WALL CONSTRUCTION MUST MEET MANUFACTURERS RECOMMENDATIONS, REQUIREMENTS AND CALCULATIONS.
7. RETAINING WALL CONSTRUCTION MAY INCLUDE TIEBACK GEOTEXTILES, NONWOVEN FABRIC, DRAINROCK, DRAIN PIPING, OR OTHER MATERIALS. VERTICAL SQUARE FOOT ITEM COSTS FOR RETAINING WALL CONSTRUCTION SHALL INCLUDE ALL ENGINEERING, LABOR AND MATERIALS TO CONSTRUCT RETAINING WALL IN-PLACE AND NO ADDITIONAL FEES SHALL BE CHARGED THEREFOR.
8. WALL MAY BE PLACED ON SLOPE TO CREATE CONSISTENT SLOPE AT TOP OF WALL, TO LIMIT STEPS ON TOP OF WALL. SPECIFIC SLOPE OTHER THAN FLAT MUST BE APPROVED BY MONO COUNTY ENGINEER.

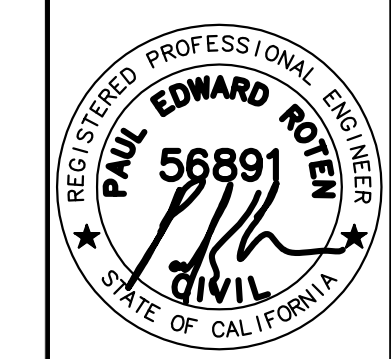


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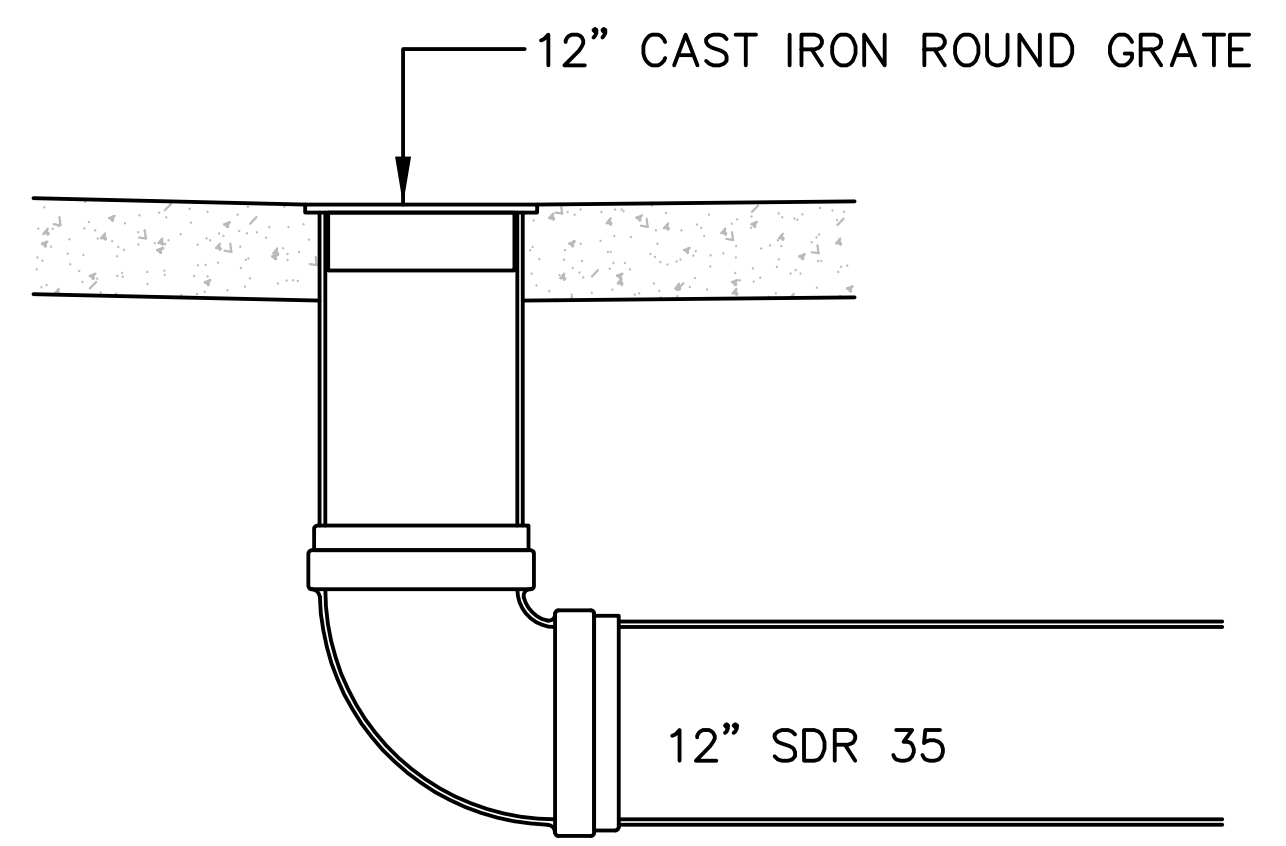
CROWLEY LAKE PARK
SKATEPARK
SKATEPARK RETAINING WALL

SHEET
P3

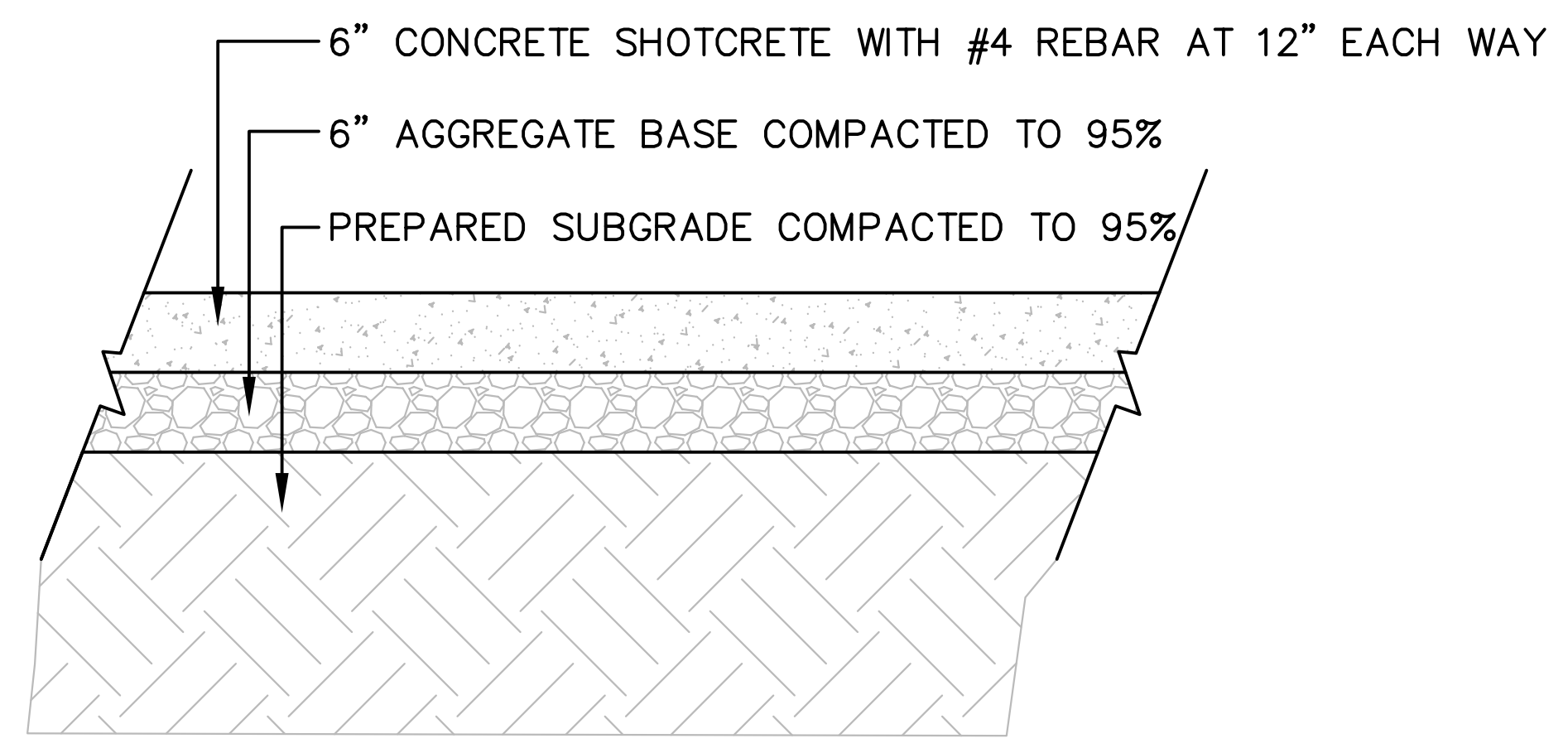


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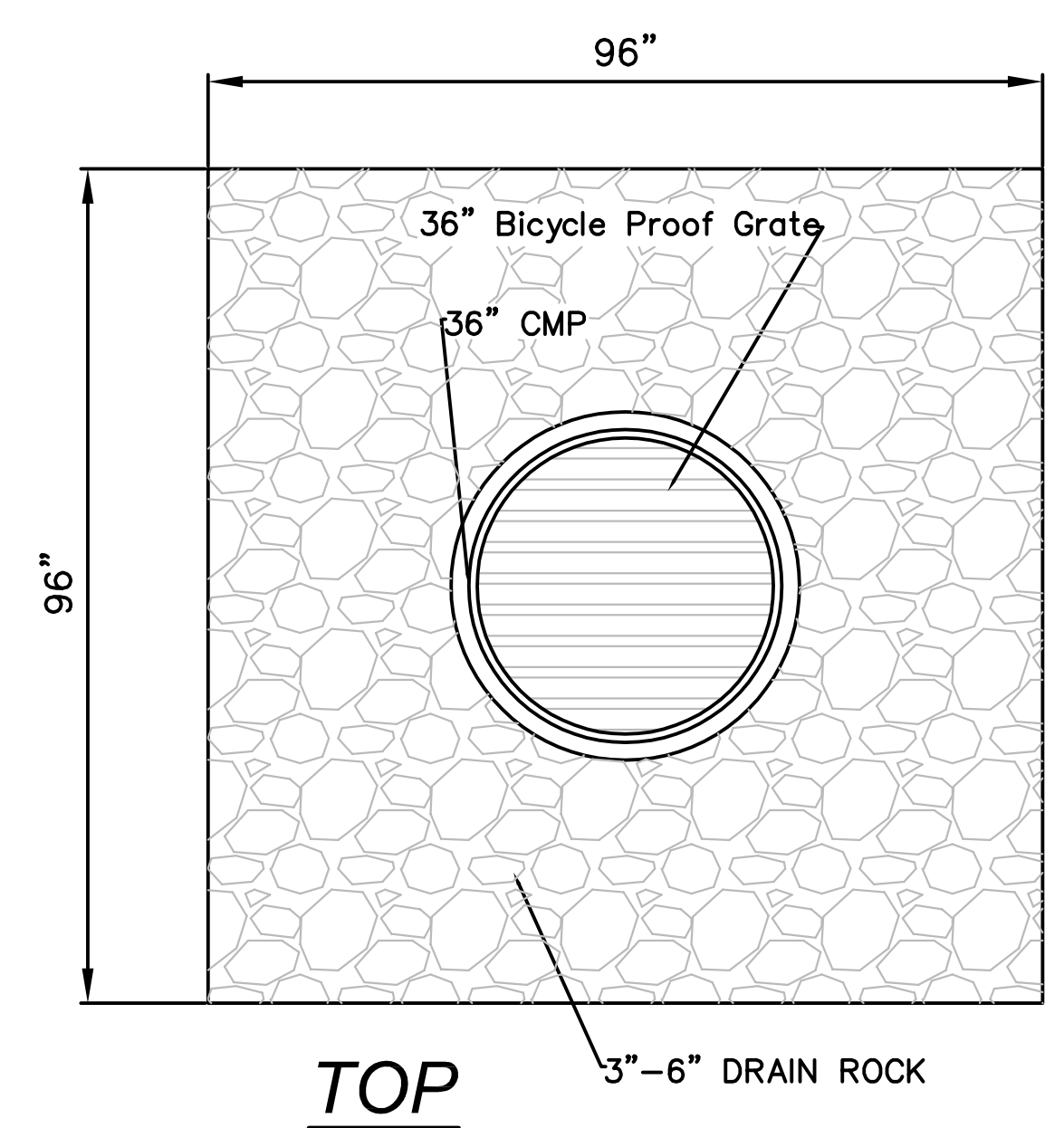
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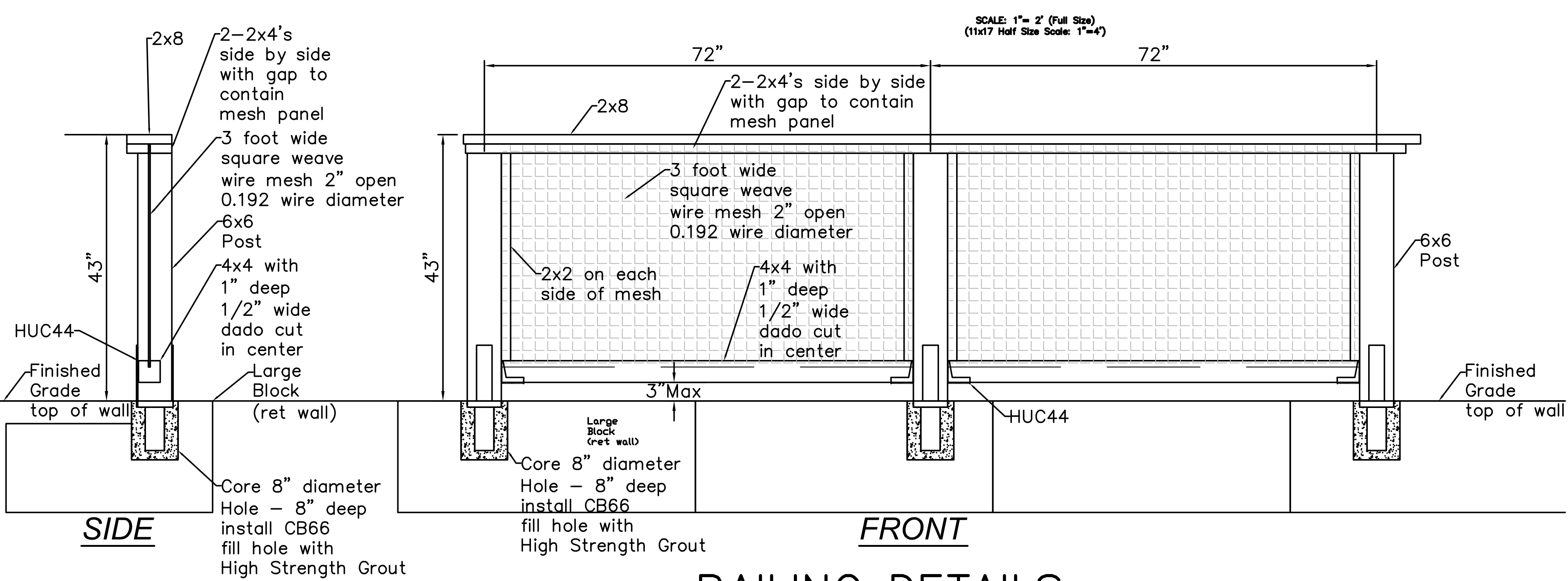
DRAIN INLET



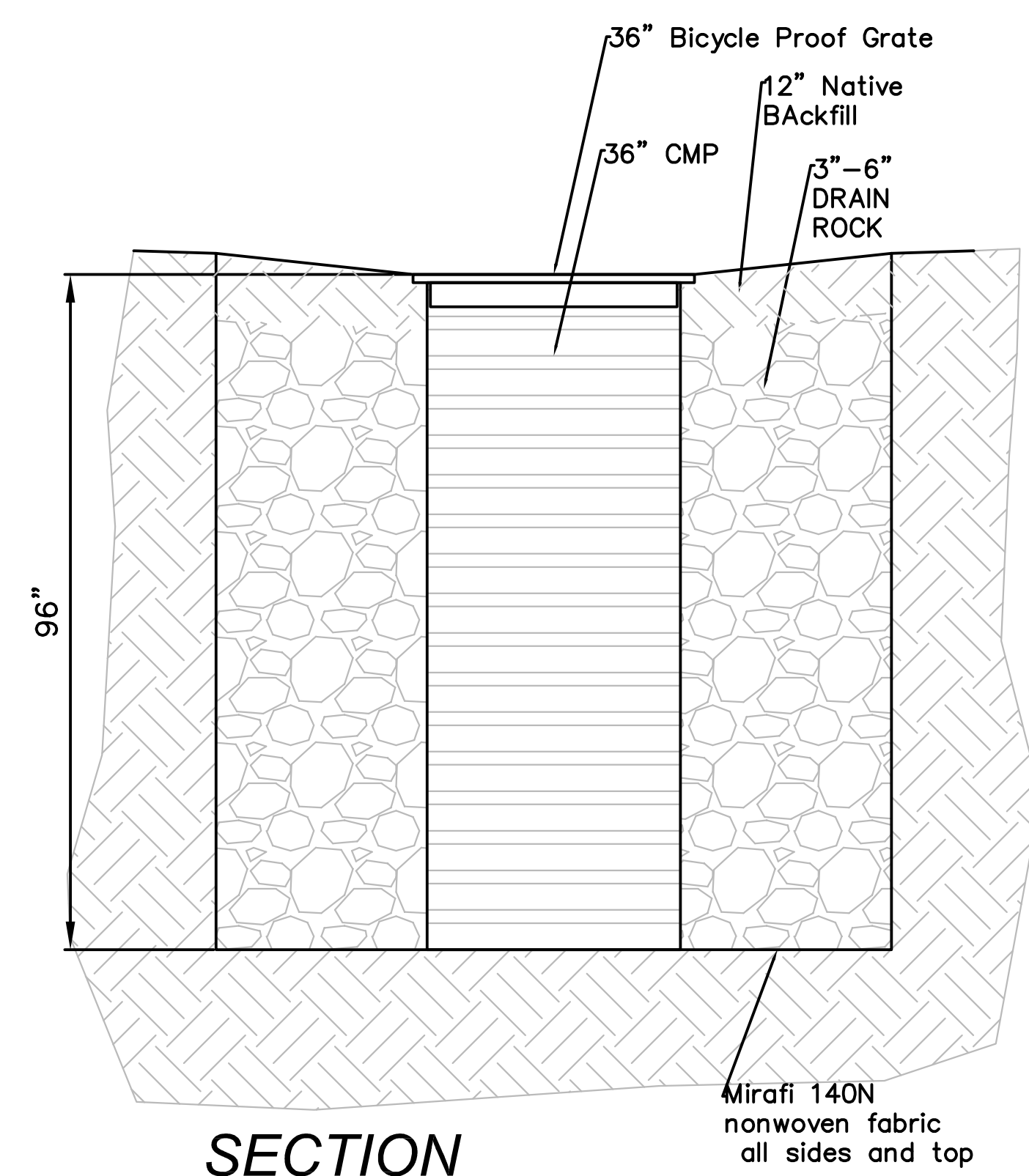
PARK SLAB EXAMPLE



TOP



RAILING DETAILS



DRYWELL

CROWLEY LAKE PARK
SKATEPARK
SKATEPARK DETAILS

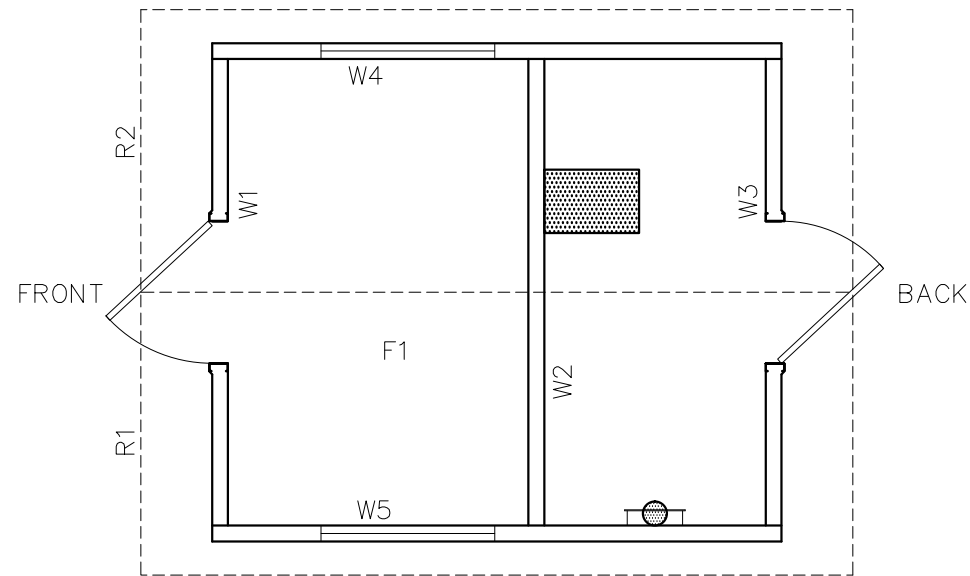
SHEET
P4

OZARK 1 SINGLE FLUSH TOILET BUILDING

NOTES

1. BUILDING IS DESIGNED TO COMPLY WITH THE 2013 CALIFORNIA BUILDING STANDARDS CODE (CBCS).
2. DESIGN COMPLIES WITH THE PROVISIONS OF THE 2013 CBCS CODE FOR THE FOLLOWING LOADS:
 ROOF SNOW LOAD = 250 PSF
 FLOOR LOAD = 400 PSF
 IBC DESIGN SPECTRAL RESPONSE $S_s = 1.539$, $S_1 = 1.389$
 SITE CLASS D
 SEISMIC USE GROUP: II
 SEISMIC DESIGN CATEGORY: E
 BEARING WALL SYSTEM $R = 4.0$
 BASIC WIND SPEED = 150 MPH (3-SECOND GUST)
 WIND EXPOSURE C, $I = 1.0$
3. BUILDING TYPE: IBC TYPE V-B
 OCCUPANCY: U
 EXTERIOR WALLS: 1-HR RATED PER IBC TABLE 721.1(2), ITEM 4-1.1
 MINIMUM FIRE SEPERATION DISTANCE: 10'
4. CONCRETE STRENGTH $f'_{ci} = 2500$ PSI INITIAL $f'_c = 5000$ PSI
 FINAL AIR ENTRAINMENT $6\% \pm 1\ 1/2\%$ IN PLASTIC CONCRETE.
 REINFORCING STEEL: #3 GRADE 40, #4 AND LARGER GRADE 60
 MINIMUM LAP 18" AT SPLICES. TIE BARS WITH DOUBLE ANNEALED
 16 GA IRON WIRE. REINFORCING TO BE PLACED IN CENTER
 OF PANEL UNO.
 WELDED WIRE FABRIC(W.W.F.): 4x4xW8xW8, $F_y=65$ KSI (OR EQUIVAL).
 COMPLY WITH ASTM A82, SMOOTH WIRE, MIN. LAP 2 SQUARES.
5. EMBEDDED ITEMS IDENTIFIED ON DRAWINGS (i.e. PS-2, R301)
 REFER TO CXT STANDARD EMBEDMENT CATALOG.
6. BACK OF PANELS TO HAVE SMOOTH TROWEL FINISH UNO.
 ALL SURFACES TO BE TEXTURED ARE NOTED ON PANEL DWG'S
7. REFER TO SEPARATE CXT INCORPORATED SPECIFICATIONS
 COVERING DESIGN, MATERIALS, PRODUCTION, AND INSTALLATION
 CRITERIA FOR SPECIFIC STYLE OF BUILDING.
8. ALL REBAR BENDS ARE TO HAVE A MINIMUM RADIUS
 OF 6x THE BAR DIAMETER
9. INSTALLATION TO MEET APPLICABLE LOCAL, STATE & FEDERAL CODES, BY
 OTHERS.
10. ADEQUATE PLUMBING FACILITIES MUST BE PROVIDED IN ACCORDANCE
 WITH 2013 CBCS (NOT BY CXT)

PANEL MARK NO. KEY PLAN



INDEX OF DRAWINGS

NO.	TITLE
OZ 1-01	COVER SHEET
OZ 1-02	BUILDING ELEVATIONS
OZ 1-03	INTERIOR ELEVATIONS
OZ 1-04	FLOOR PLAN
OZ 1-05	FINISH DETAILS
OZ 1-06	CASTING DETAILS
OZ 1-07	FLOOR SLAB F1
OZ 1-08	WALL PANEL W1
OZ 1-09	WALL PANEL W2
OZ 1-10	WALL PANEL W3
OZ 1-11	WALL PANEL W4
OZ 1-12	WALL PANEL W5
OZ 1-13	ROOF SLAB R1
OZ 1-14	ROOF SLAB R2
OZ 1-15	RIGGING DETAIL
OZ 1-16	PLUMBING PLAN & DIAGRAMS
OZ 1-17	ELECTRICAL PLAN, DETAILS AND SCHEDULES
OZ 1-18	BELOW FLOOR PIPING
OZ 1-19	FOUNDATION DETAIL
OZ 1-20	MATERIAL LIST

APPLICABLE CODES

2013 CALIFORNIA BUILDING STANDARDS CODE
 CALIFORNIA CODE OF REGULATIONS, TITLE 24

SPECIAL CONDITIONS AND/OR LIMITATIONS

ACCESSIBILITY TO THIS BUILDING, INCLUDING PARKING IS TO BE PROVIDED BY OTHER AND CONSTRUCTED IN ACCORDANCE WITH ALL LOCAL BUILDING CODES.

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3808 N. Sullivan Bldg. #7 Spokane, WA 99216



CXT Precast Products

901 N. Highway 77 Hillsboro, TX 76645

PROJECT TITLE
OZARK 1
 BUILDING NUMBER OZI-162

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CXT Incorporated

REV.	DESCRIPTION	APPROVAL	DATE
SCALE	1/4"=1'-0"	DATE	07-28-16
DRAWN	DANA B	FILE NO.	OZI-162
CHECKED	RDW	PLOT	48

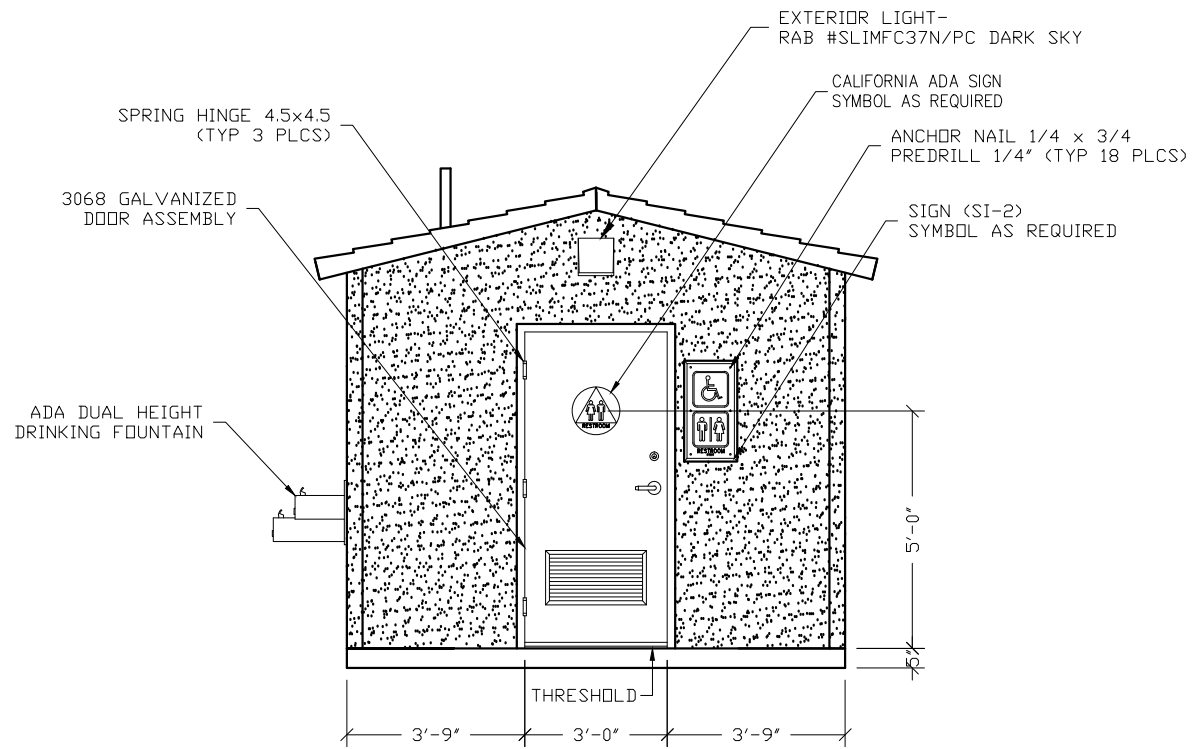
COVER SHEET

DWG NO.	SHEET	REV.
OZ 1-01	1/20	

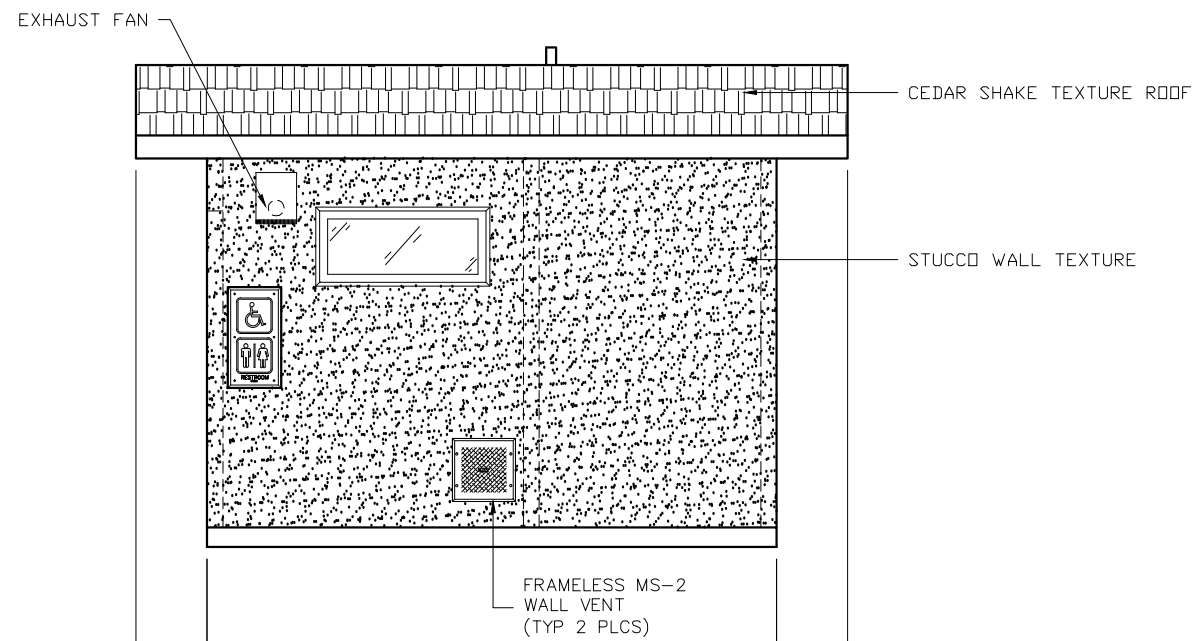
CASTING TOLERANCES:	
OVERALL LENGTH OR WIDTH	10 FT OR UNDER = $\pm 1/8"$
	10 TO 20 FT = $\pm 1/8"$, -3/16"
	20 TO 40 FT = $\pm 1/4"$
TOTAL THICKNESS	= -1/8, +1/4
VARIATION FROM SQUARE	= $\pm 1/8$ PER 6 FT OF DIAGONAL
LOCAL SMOOTHNESS	= 1/4" IN 10 FT
SWEEP	= $\pm 1/4"$
POSITION OF TENDONS	= $\pm 1/4"$
POSITION OF BLOCKOUTS	= $\pm 1/4"$
SIZE OF BLOCKOUTS	= $\pm 1/4"$
POSITION OF EMBEDS	= $\pm 1/4"$
TIPPING AND FLUSHNESS OF PLATES	= $\pm 1/16$, -1/4
BOWING	= LENGTH/360
END SQUARENESS	= $\pm 1/8"$

CALIFORNIA STATE APPROVAL & TAG REQUIRED

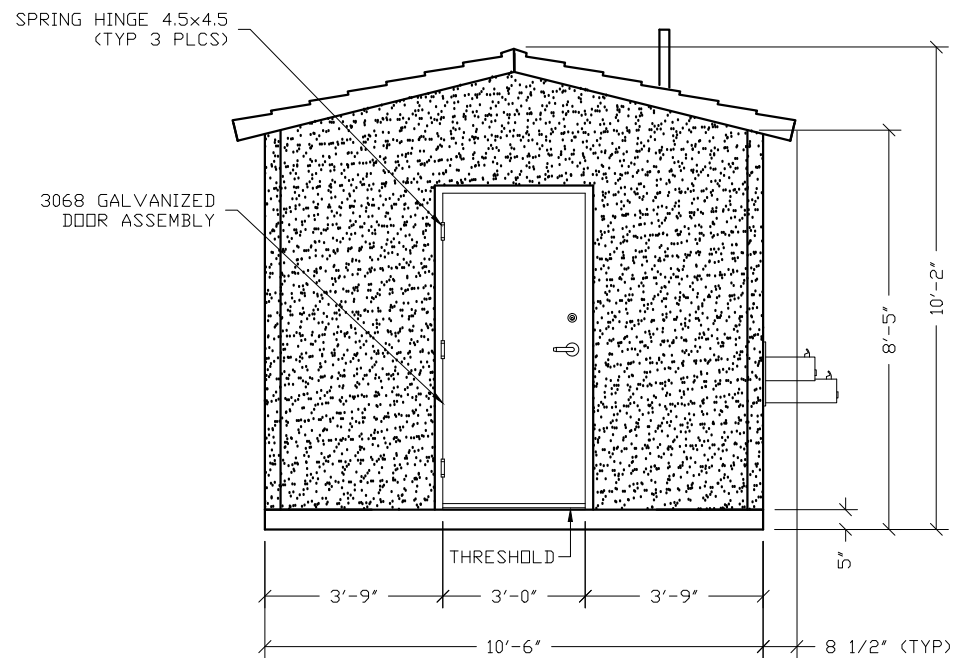
WALL TEXTURE:	STUCCO
WALL COLOR:	ALMOND BRITTLE
ROOF TEXTURE:	CEDAR SHAKE
ROOF COLOR:	GROUND COFFEE
TRIM PAINT:	DTM ALKYD ENAMEL PPG 1076-7 GROUND COFFEE



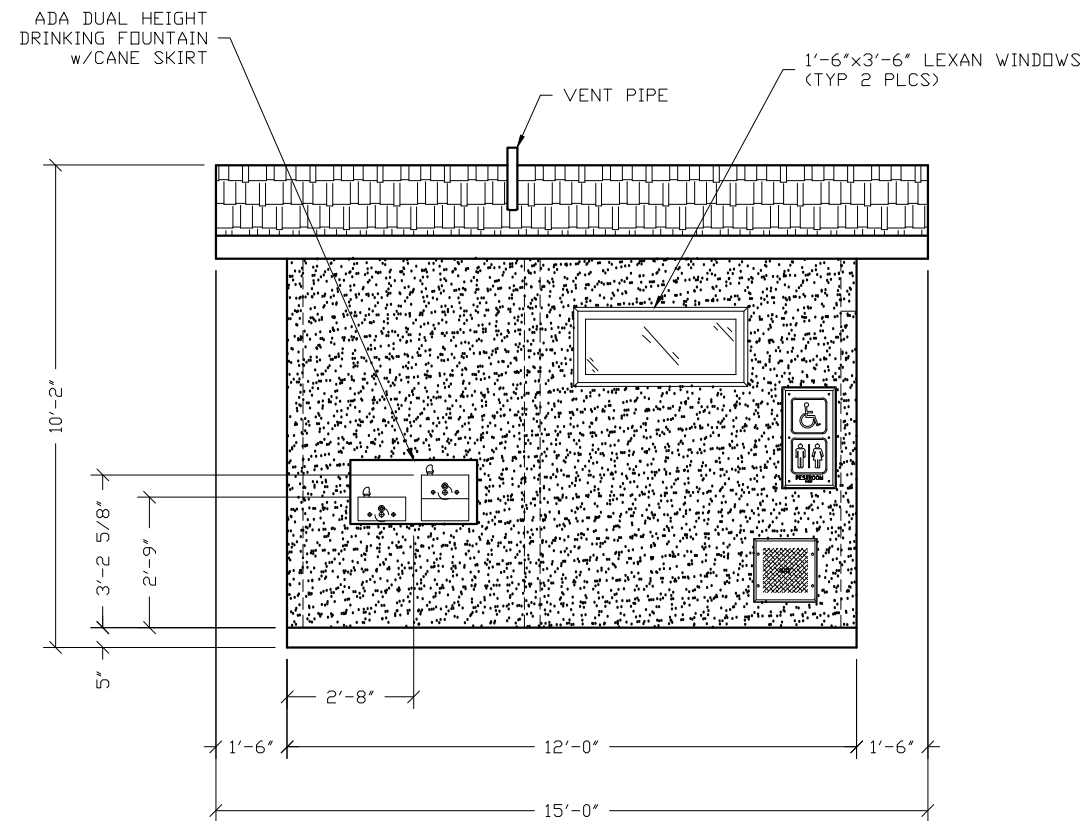
FRONT ELEVATION



RIGHT END ELEVATION



BACK ELEVATION



LEFT END ELEVATION

EMBEDDED MATERIALS	
ITEM	QTY
SI-2	3
ANCHOR NAIL 1/4x3/4	18
3068 DOOR ASSEMBLY	2
SPRING HINGE 4.5x4.5	5
ELECTRIC BEARING HINGE	1
DRINKING FOUNTAIN w/CANE SKIRT	1
CA ADA SIGN	1

CU. FT. CONC.	SQ. FT. W.W.F.
---------------	----------------

APPROXIMATE WEIGHT

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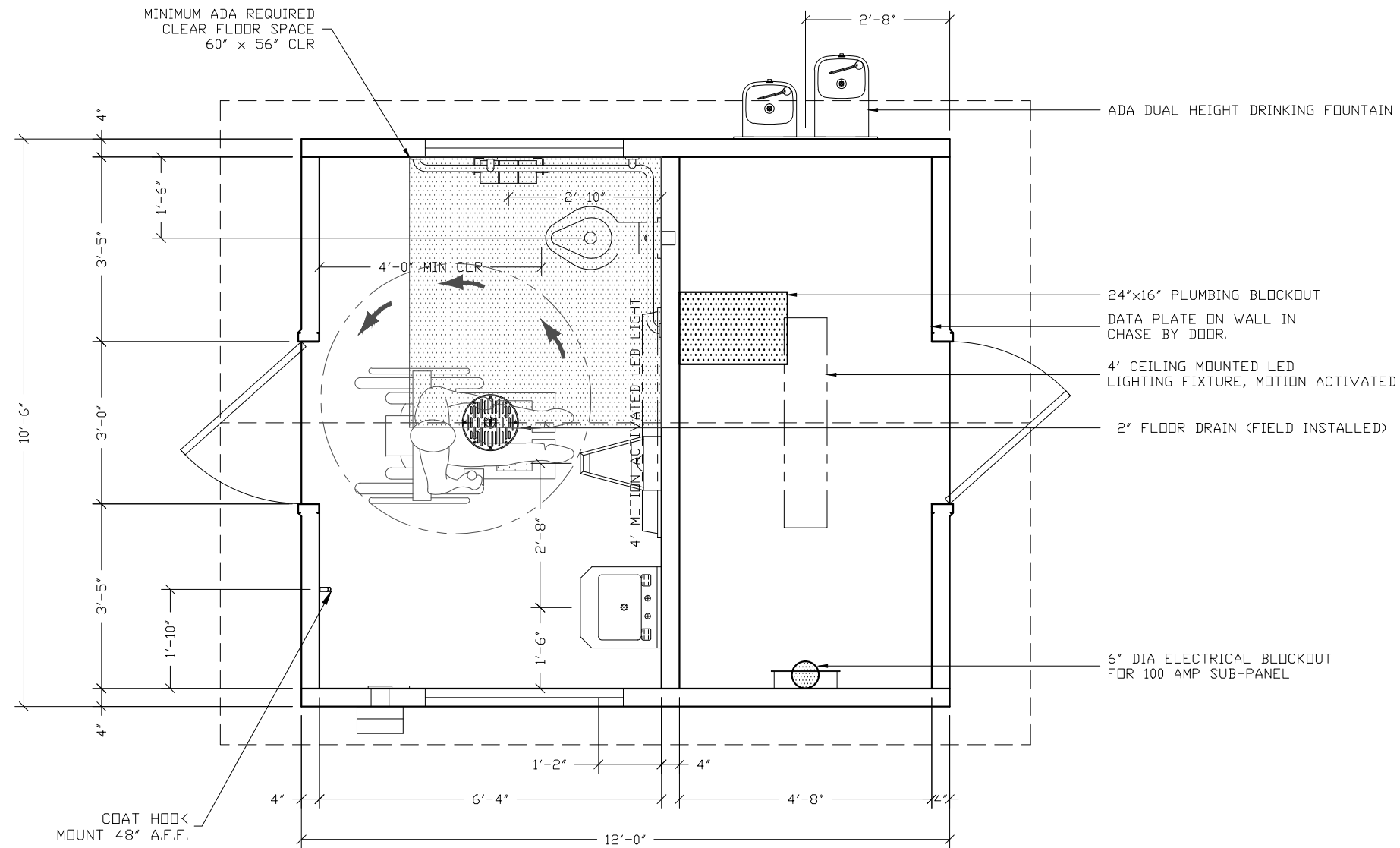
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CHECKED	RDW	PLOT	48

BUILDING ELEVATIONS

DWG NO.	SHEET	REV.
OZ 1-02	2	20



FLOOR PLAN

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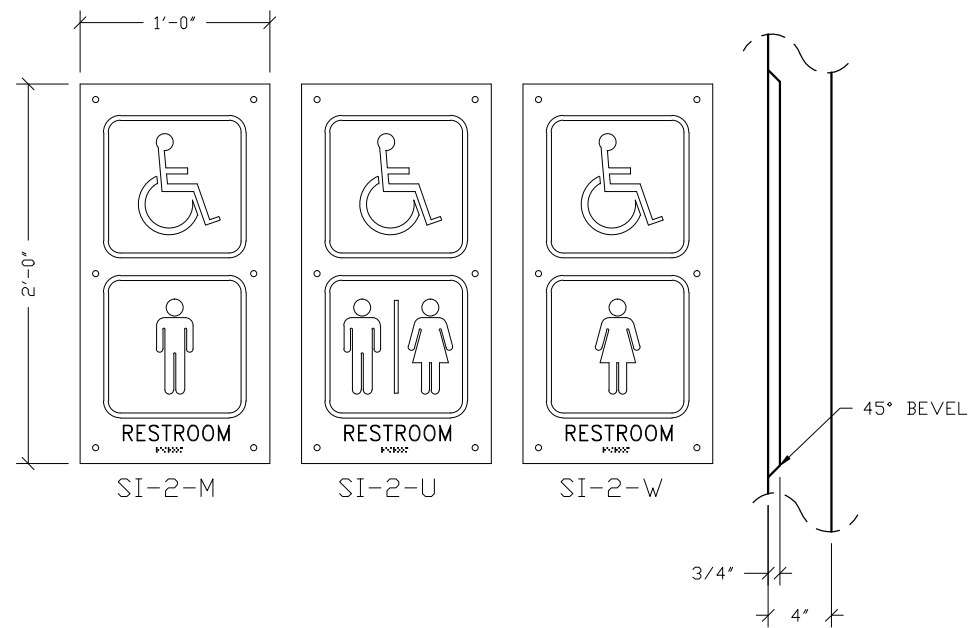
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CHECKED	RDW	PLOT	32

FLOOR PLAN

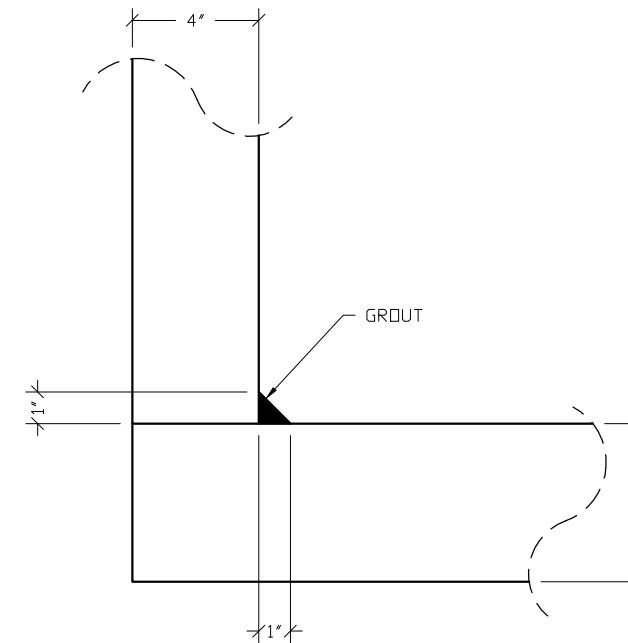
DWG NO.	SHEET	REV.
OZ 1-04	4	20

NOTE:

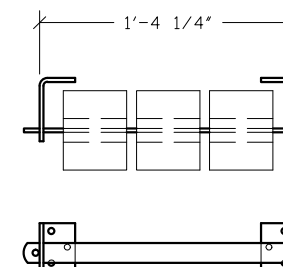
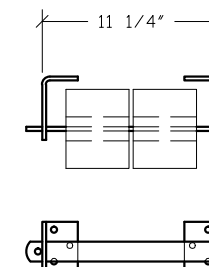
ELECTRICAL AND PLUMBING COMPONENTS ARE SHOWN FOR GENERAL ARRANGEMENT ONLY. SEE SHEETS OZ 1-16 THRU OZ 1-19 FOR COMPLETE SYSTEM DESCRIPTIONS.



SIGN SI-2 DETAIL



WALL JOINT DETAIL



DISPENSER DETAIL

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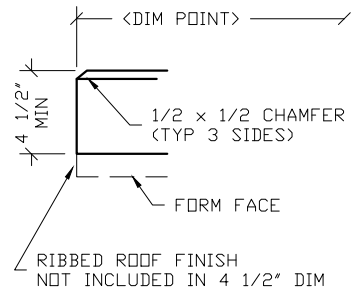
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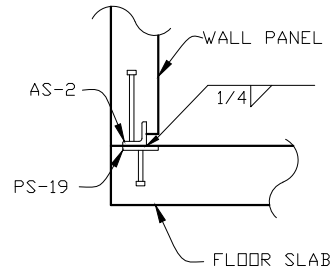
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REV.	DESCRIPTION	APPROVAL	DATE
SCALE	1"=1'-0"	DATE	07-28-16
DRAWN	DANA B	FILE NO.	OZI-162
CHECKED	RDW	PLOT	12

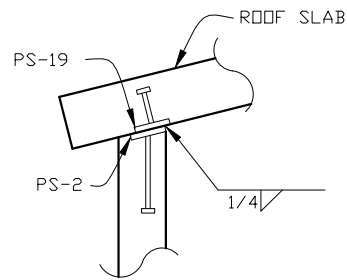
FINISH DETAILS		
DWG NO.	SHEET	REV.
OZ 1-05	5	20



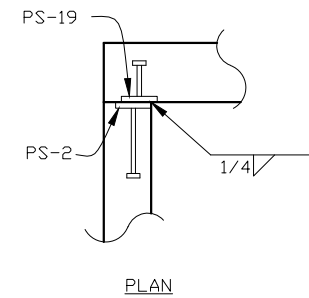
1 TYPICAL ROOF SLAB
EDGE



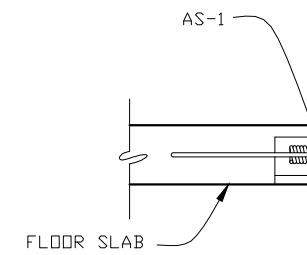
2 TYP. WALL TO FLOOR
SLAB WELDED CONNECTION



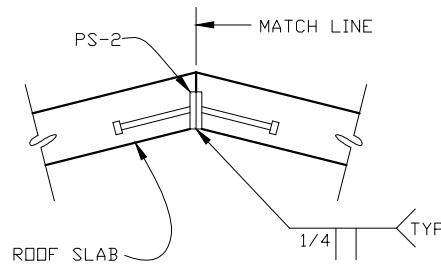
3 TYP. WALL TO ROOF SLAB
WELDED CONNECTION



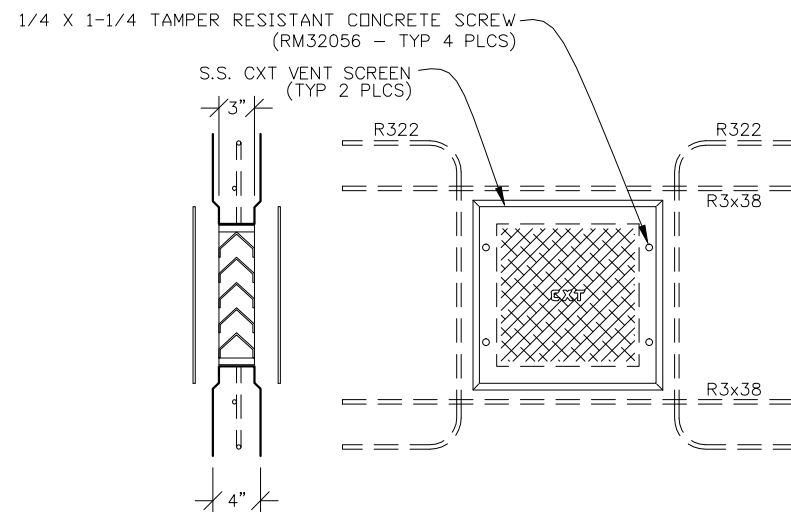
4 TYP. WALL TO WALL PANEL
WELDED CONNECTION



5 FLOOR LIFT PLATE
DETAIL



6 ROOF PEAK WELDMENT
DETAIL



7 STANDARD FRAMELESS
MS-2 WALL VENT DETAIL

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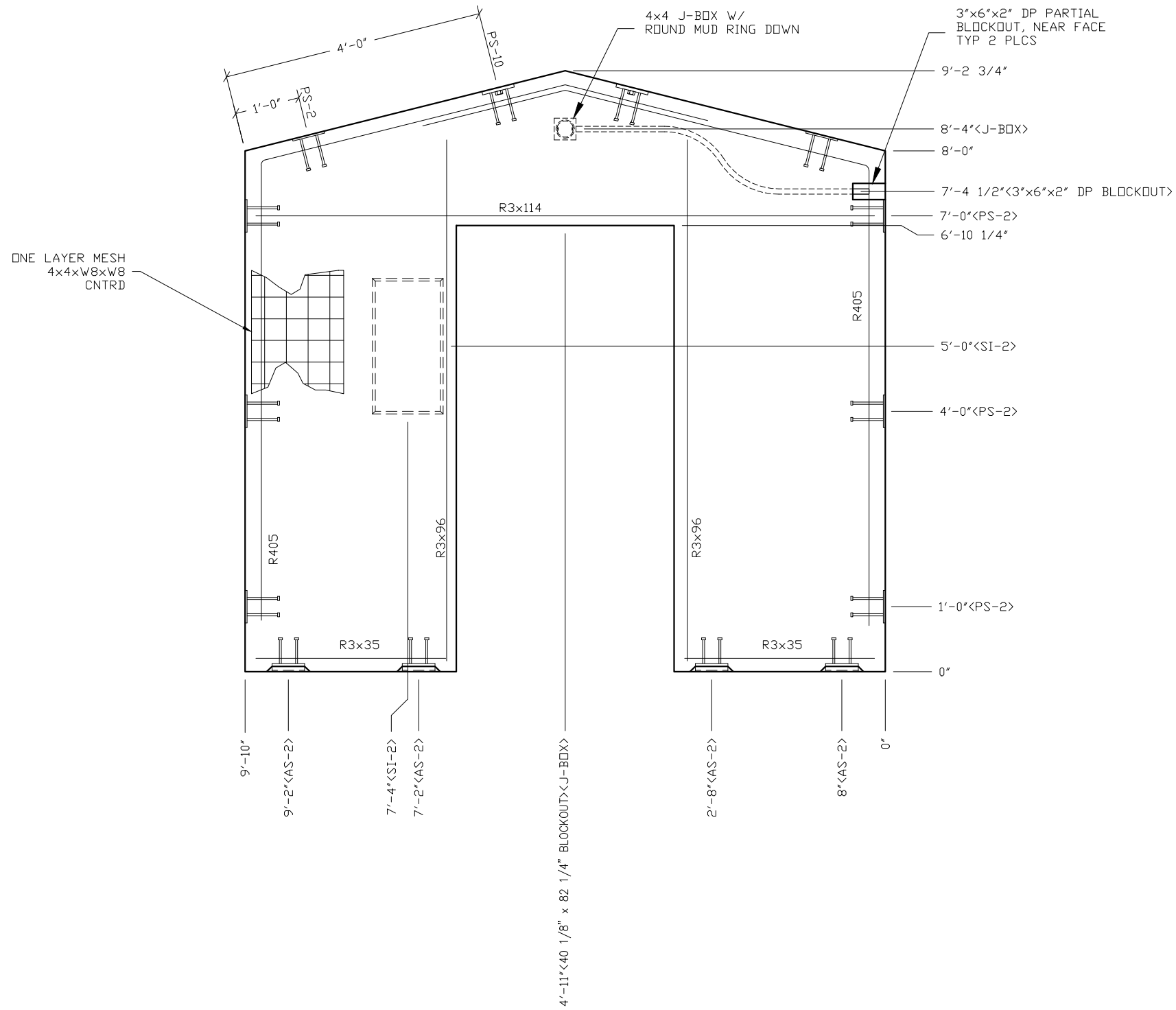
PROJECT TITLE
OZARK 1
BUILDING NUMBER OZI-162

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REV.	DESCRIPTION	APPROVAL	DATE
SCALE	3/4"=1'-0"	DATE	07-28-16
DRAWN	DANA B	FILE NO.	OZI-162
CHECKED	RDW	PLOT	16

CASTING DETAILS

DWG NO.	SHEET	REV.
OZ 1-06	6 / 20	



NOTES:

1. WALL THICKNESS = 4".
2. ONE LAYER 4x4xW8xW8 MESH.
3. R3x35, R3x96 & R3x114 TO BE PLACE IN PAIRS ONE EA FACE W/ 3/4" CLEAR COVER.
4. ALL OTHER BARS TO BE CENTERED IN PANEL.

EMBEDDED MATERIALS	
ITEM	QTY
PS-2	8
PS-10	2
R3x114	2
R3x96	4
R3x35	4
R405	2
AS-2	4
SI-2	1
40 1/8" x 82 1/4" BO	1
4x4 J-BOX	1
ROUND MUD RING	1
3"x6"x2" DP BLOCKOUT	1

CU. FT. CONC.	SQ. FT. W.W.F.
20.6 (0.76)	62
APPROXIMATE WEIGHT	
3,090	

APPROXIMATE WEIGHT
3,090

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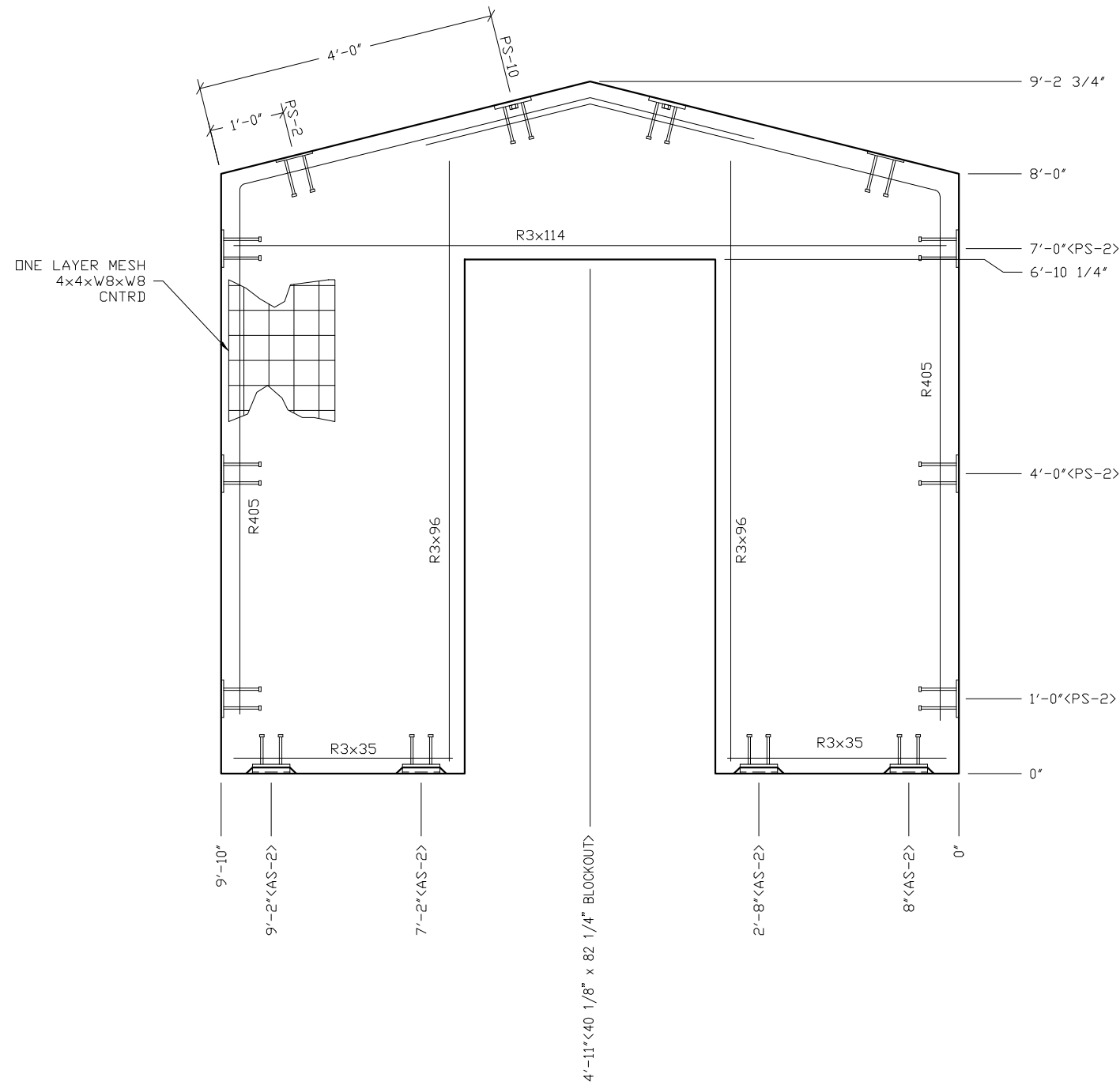
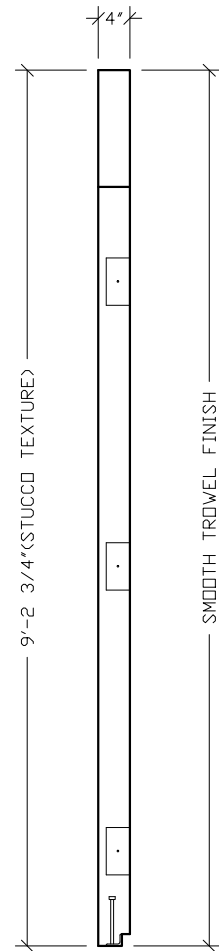
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BUILDING NUMBER OZI-162

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REV.	DESCRIPTION	APPROVAL	DATE
SCALE	1/2"=1'-0"	DATE	07-28-16
DRAWN	DANA B	FILE NO.	OZI-162
CHECKED	RDW	PLOT	24

WALL PANEL MARK W1		
DWG NO.	SHEET	REV.
OZ 1-08	8/20	



NOTES:

1. WALL THICKNESS = 4".
2. ONE LAYER 4x4xW8xW8 MESH.
3. R3x35, R3x96 & R3x114 TO BE PLACE IN PAIRS ONE EA FACE W/ 3/4" CLEAR COVER.
4. ALL OTHER BARS TO BE CENTERED IN PANEL.

EMBEDDED MATERIALS	
ITEM	QTY
PS-2	8
PS-10	2
R3x114	2
R3x96	4
R3x35	4
R405	2
AS-2	4
40 1/8" x 82 1/4" BO	1

CU. FT. CONC.	SQ. FT. W.W.F.
20.6 (0.76)	62

APPROXIMATE WEIGHT
3,090

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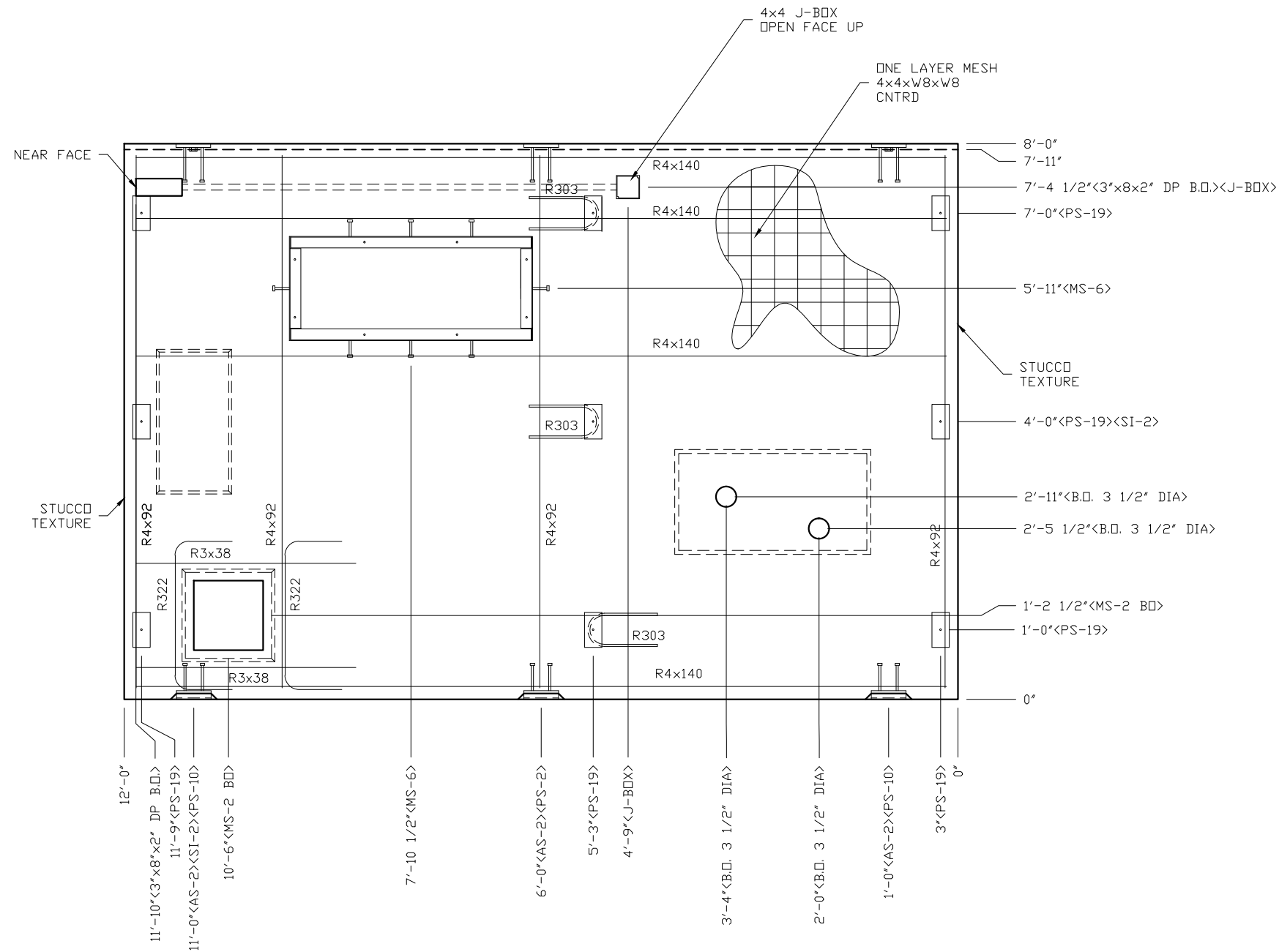
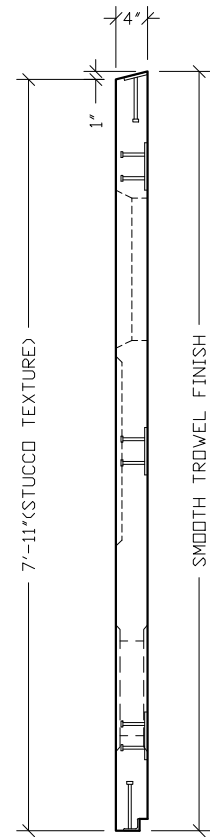
PROJECT TITLE
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BUILDING NUMBER OZI-162

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REV.	DESCRIPTION	APPROVAL	DATE
SCALE	1/2"=1'-0"	DATE	07-28-16
DRAWN	DANA B	FILE NO.	OZI-162
CHECKED	RDW	PLOT	24

**WALL PANEL
MARK W3**

DWG NO.	SHEET	REV.
OZ 1-10	10	20



NOTES:

1. WALL THICKNESS = 4"
2. ONE LAYER 4x4xW8xW8 MESH, CNTRD
3. R4x48 & R4x92 TO BE PLACED IN PAIRS, ONE EACH FACE W/ 3/4" COVER
4. ALL OTHER BARS TO BE CENTERED IN PANEL.

EMBEDDED MATERIALS	
ITEM	QTY
PS-19	9
PS-2	1
PS-10	2
R4x140	4
R4x92	8
MS-6	1
R303	3
AS-2	3
SI-2 MOLD	1
R322	2
R3x38	2
MS-2 BO	1
B.O. 3 1/2" DIA	2
4x4 J-BOX	1
BLOCKOUT 3"x8"x2" DP	1

CU. FT. CONC.	SQ. FT. W.W.F.
29.9 (1.11)	95

APPROXIMATE WEIGHT
4,490

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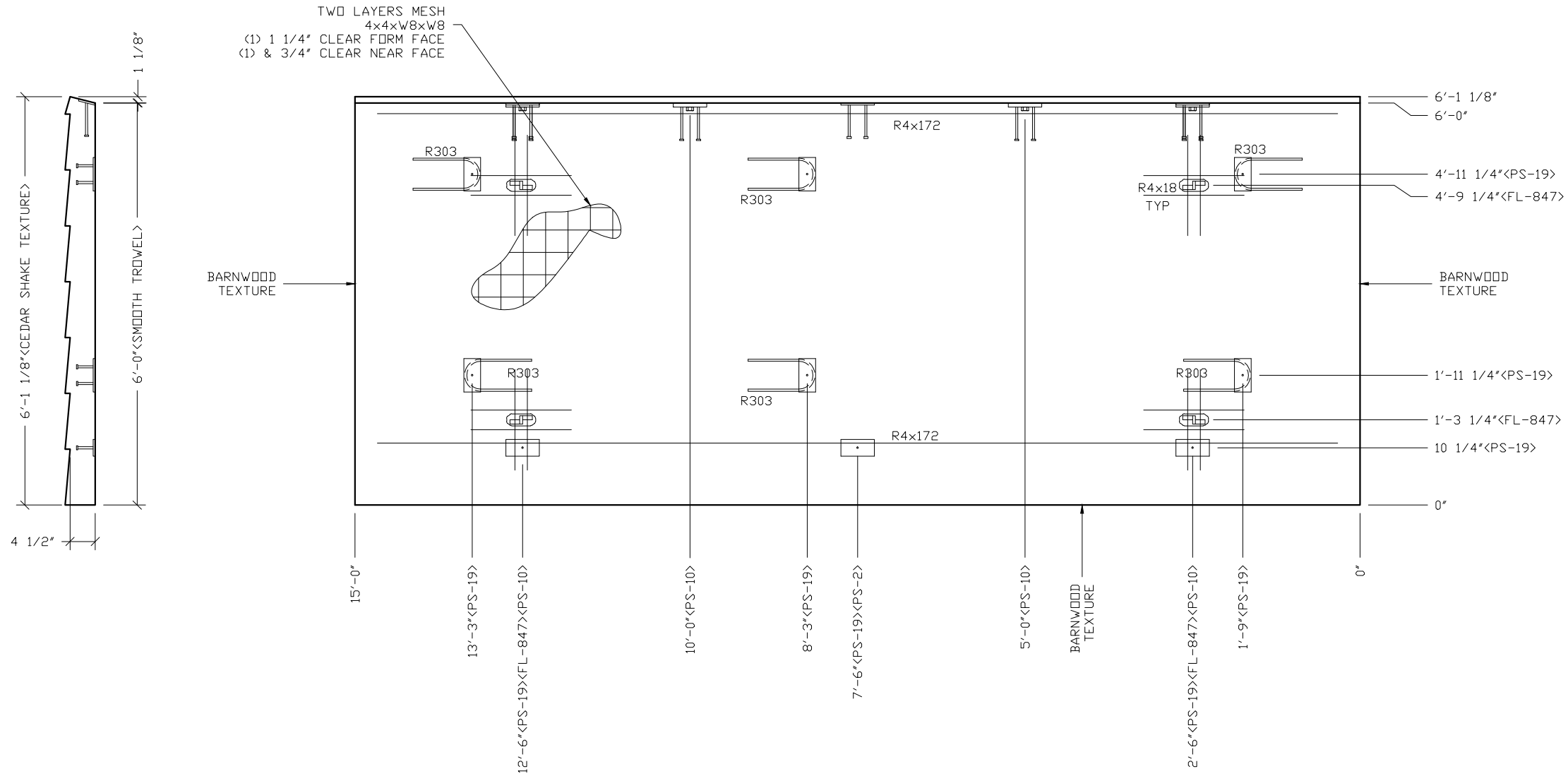
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PROJECT TITLE
OZARK 1
BUILDING NUMBER OZI-162

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SCALE	1/2"=1'-0"	DATE	07-28-16
DRAWN	DANA B	FILE NO.	OZI-162
CHECKED	RDW	PLOT	24

WALL PANEL MARK W4		
DWG NO. OZ 1-11	SHEET 11	REV. 20



EMBEDDED MATERIALS	
ITEM	QTY
PS-19	9
PS-2	1
PS-10	4
R4x172	4
R303	6
R4x18	16
FL-847	4

CU. FT. CONC.	SQ. FT. W.W.F.
37.3 (1.38)	182

APPROXIMATE WEIGHT
5,595

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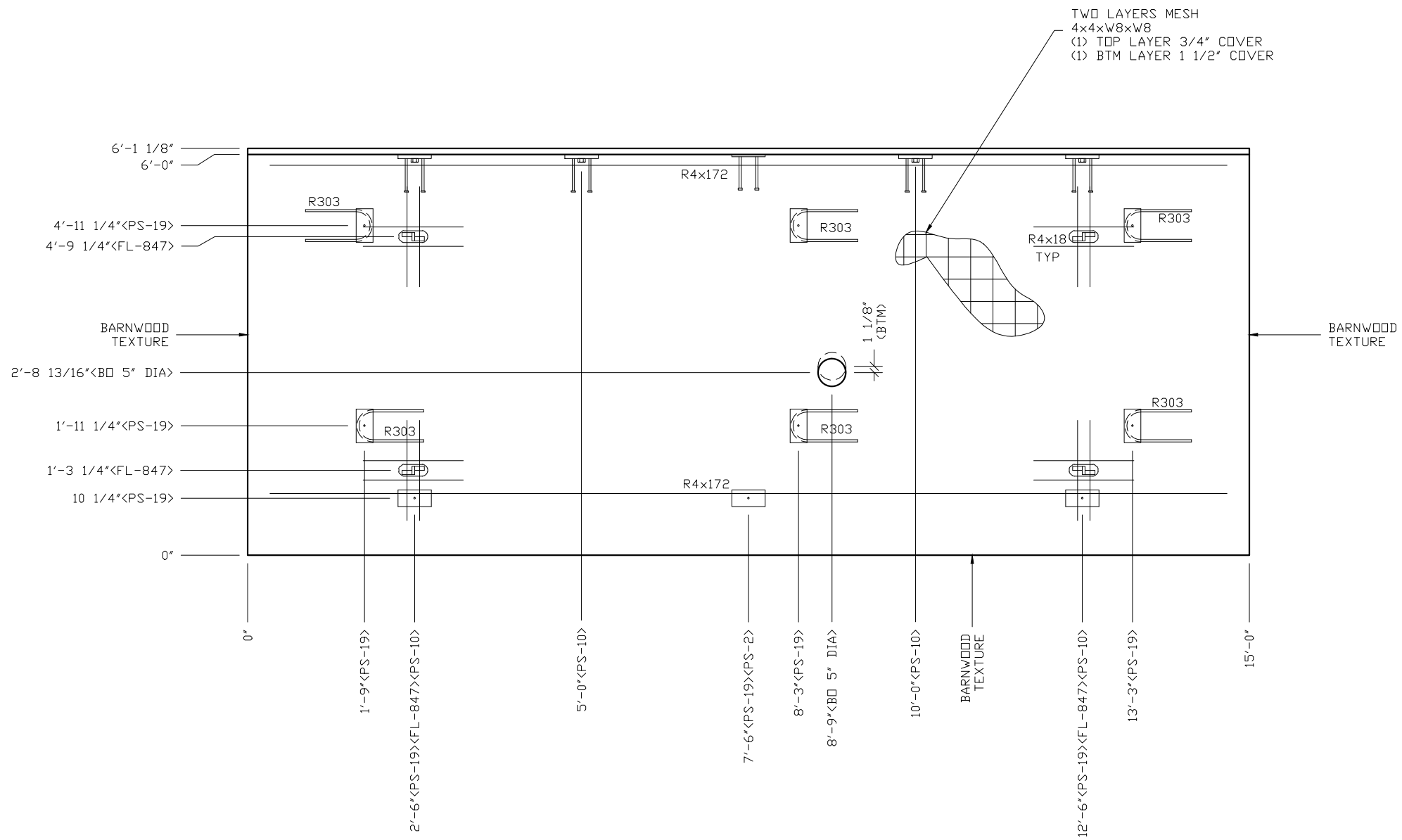
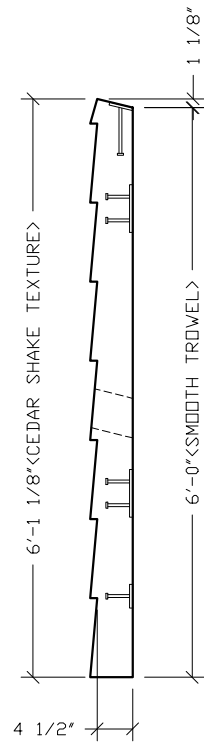
REV.	DESCRIPTION	APPROVAL	DATE
SCALE	1/2"=1'-0"		07-28-16
DRAWN	DANA B	FILE NO.	OZI-162
CHECKED	RDW	PLOT	24

**ROOF SLAB
MARK R1**

DWG NO.	SHEET	REV.
OZ 1-13	13	20

NOTES:

1. ROOF THICKNESS = 4 1/2" MIN + TEXTURE
2. TWO LAYERS 4x4xW8xW8 MESH.
3. REINFORCING BARS R4x172 TO BE PLACED IN PAIRS, ONE AT EACH FACE WITH 1 1/4" COVER @ FORM FACE & 3/4" COVER @ NEAR FACE
4. R4x18 BARS TO BE PLACED W/ 1" COVER NEAR FACE.
5. ALL OTHER BARS TO BE CENTERED IN PANEL.



TWO LAYERS MESH
4x4xW8xW8
(1) TOP LAYER 3/4" COVER
(1) BTM LAYER 1 1/2" COVER

EMBEDDED MATERIALS	
ITEM	QTY
PS-19	9
PS-2	1
PS-10	4
R4x172	4
R303	6
R4x18	16
FL-847	4
BLOCKOUT 5" DIA	1

CU. FT. CONC.	SQ. FT. W.W.F.
37.3 (1.38)	182

APPROXIMATE WEIGHT
5,595

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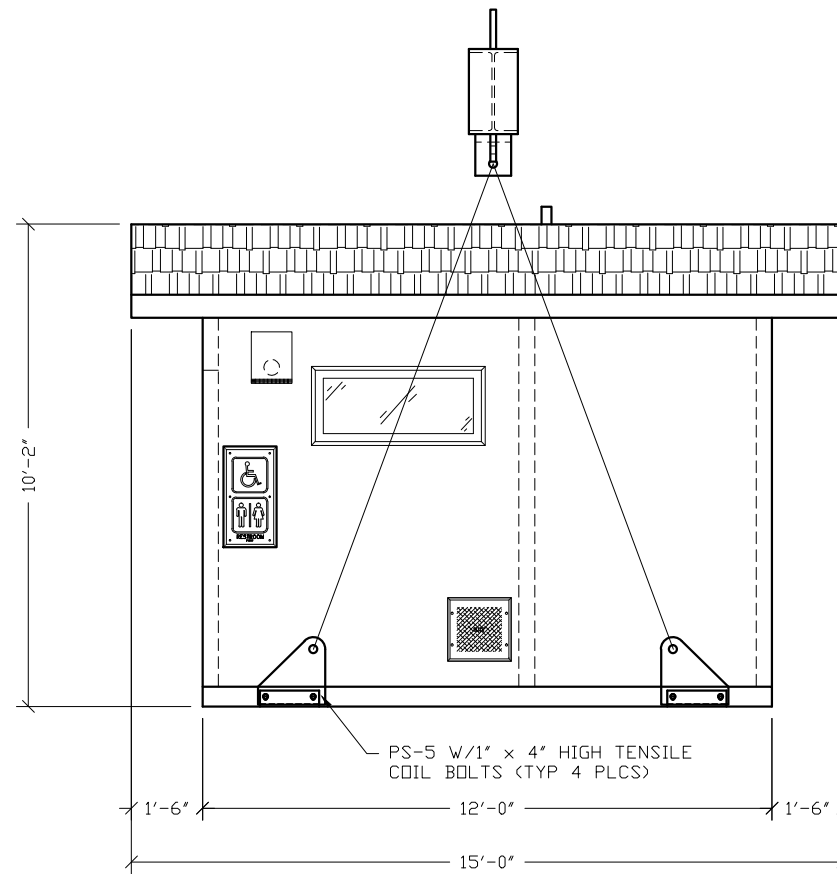
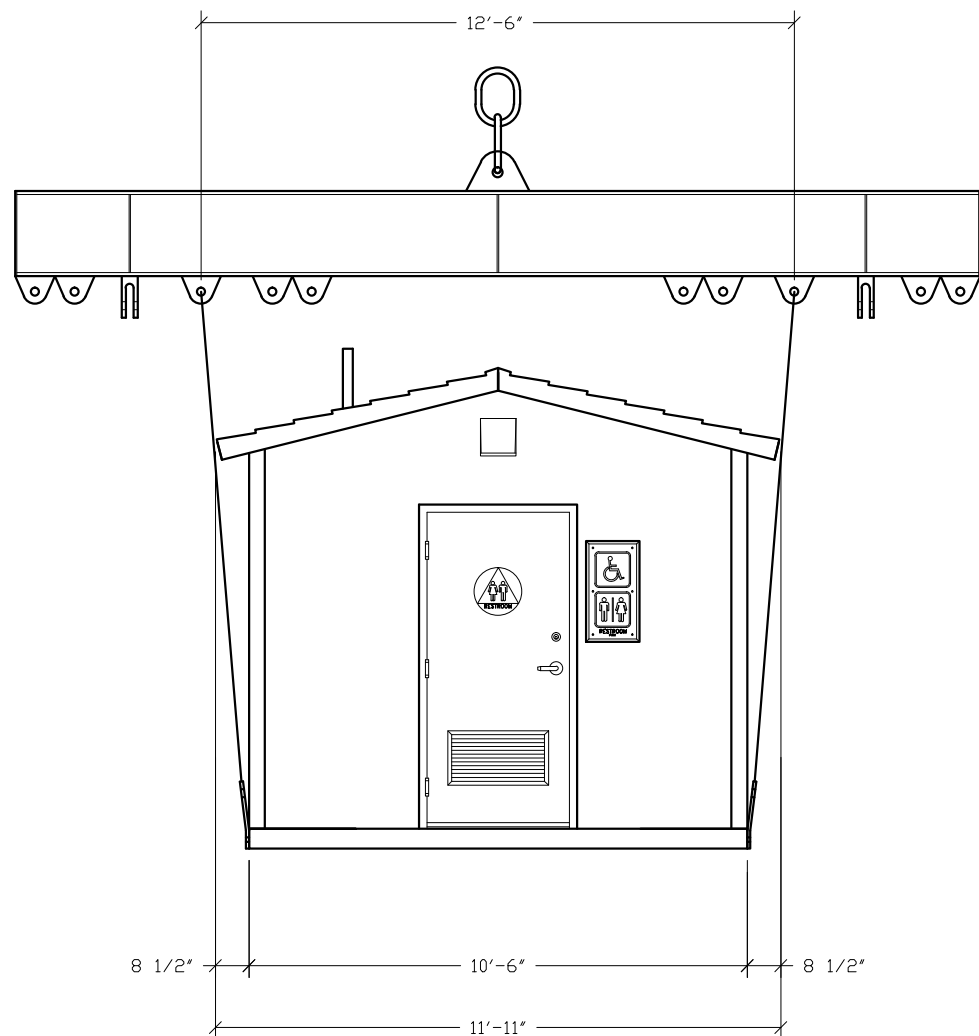
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SCALE	1/2"=1'-0"	DATE	07-28-16
DRAWN	DANA B	FILE NO.	OZI-162
CHECKED	RDW	PLOT	24

ROOF SLAB MARK R2		
DWG NO.	SHEET	REV.
OZ 1-14	14	20

NOTES:

1. ROOF THICKNESS = 4 1/2" MIN + TEXTURE
2. TWO LAYERS 4x4xW8xW8 MESH.
3. REINFORCING BARS R4x68 & R4x172 TO BE PLACED IN PAIRS. ONE AT EACH FACE WITH 1 1/4" COVER @ FORM FACE & 3/4" COVER @ NEAR FACE
4. R4x18 BARS TO BE PLACED W/ 1" COVER NEAR FACE.
5. ALL OTHER BARS TO BE CENTERED IN PANEL.



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PROJECT TITLE
OZARK 1
BUILDING NUMBER OZI-162

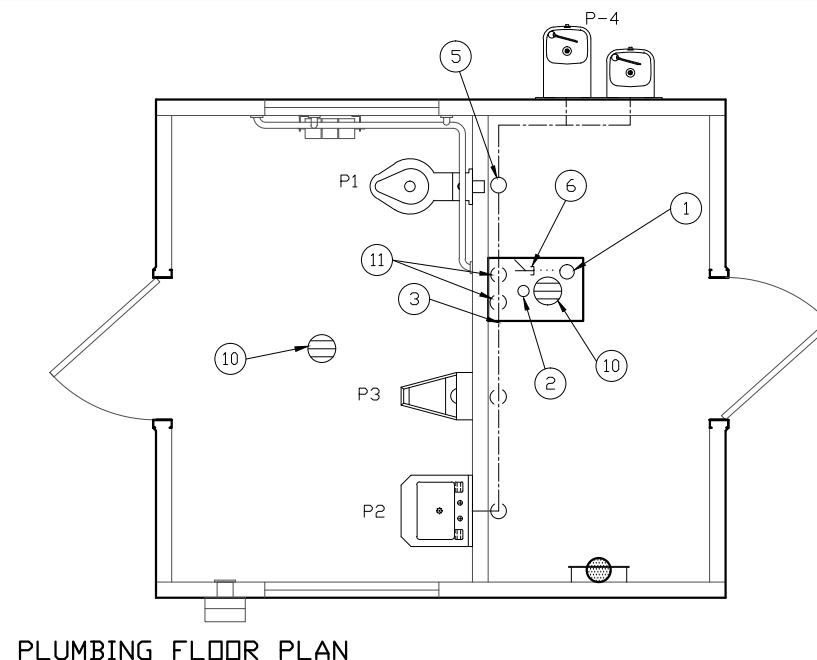
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SCALE	1/4"=1'-0"	DATE	07-28-16
DRAWN	DANA B	FILE NO.	OZI-162
CHECKED	RDW	PLOT	48

RIGGING DETAILS

DWG NO.	SHEET	REV.
OZ 1-15	15	
	20	

SHIPPING WEIGHTS AND DIMENSIONS OZI-162				
SECTION	WEIGHT	LENGTH	WIDTH	HEIGHT
A	38,700	15'-0"	11'-11"	10'-2"



PLUMBING FLOOR PLAN

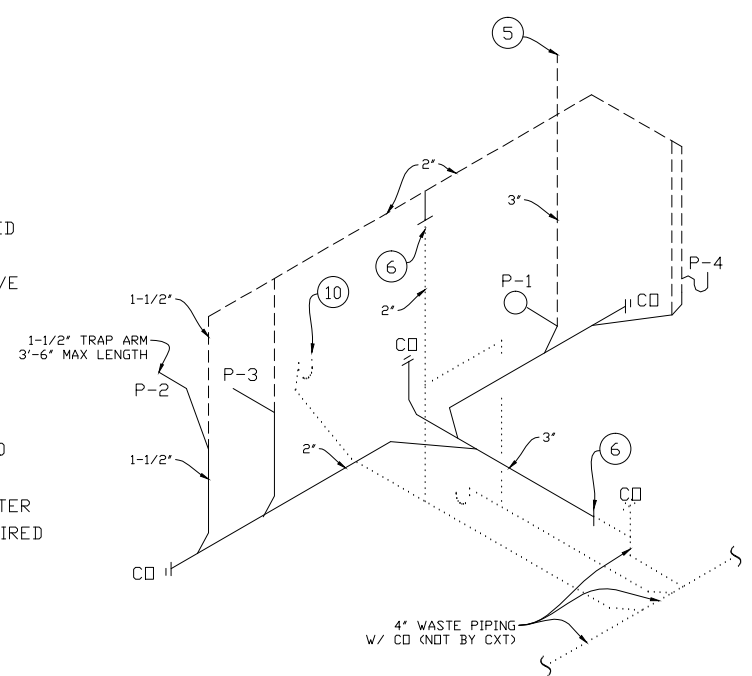
1/4" = 1'-0"

PIPING LEGEND

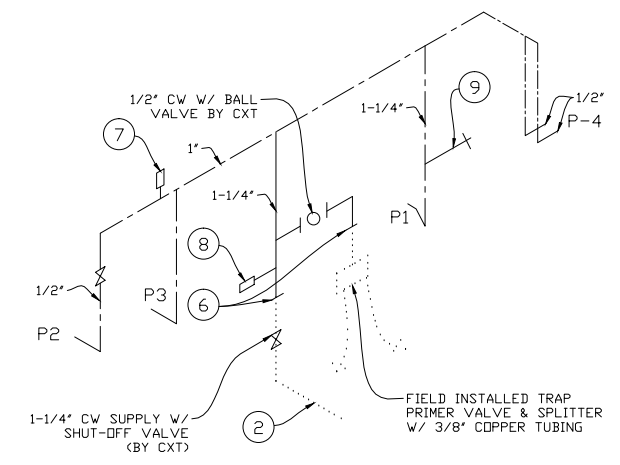
- COLD WATER
- - - VENT
- WASTE
- ... FIELD INSTALLED (NOT BY CXT)
- ⊗ SHUT-OFF VALVE

WASTE PIPE:
ABS ASTM D2661, SCHED. 40

PROVIDE BACKFLOW PREVENTER ONLY IF SPECIFICALLY REQUIRED BY LOCAL JURISDICTION



WASTE & VENT RISER DIAGRAM



WATER PIPING DIAGRAM

WATER PIPE - KEY NOTES

1. 4" WASTE THRU FLOOR, NOT BY CXT. SEE WASTE & VENT DIAGRAM
2. 1-1/4" COLD WATER THRU FLOOR, NOT BY CXT.
3. VENT, CW, HW & WASTE ALONG WALL SEE WASTE & VENT AND WATER DIAGRAMS.
4. NA
5. 3" VENT THROUGH ROOF
6. TO THIS POINT BY CXT.
7. WATER HAMMER ARRESTOR SIOUX CHIEF HYDRA-RESTOR #654-C OR EQUAL
8. 1/2" AIR QUICK CONNECTION W/ BALL VALVE FOR BLOWING OUT WATER PIPING.
9. 3/4" HOSE BIBB W/ SCREW ON VACUUM BREAKER
10. OPTIONAL FLOOR DRAIN, FIELD INSTALLED (NOT BY CXT)
11. 2" VENTS, IF FLOOR DRAIN OPTION IS ACCEPTED.
12. INSULATE WATER PIPING

PLUMBING FIXTURE SCHEDULE

SYM	DESCRIPTION	MANUFACTURER	MODEL #	FLUSH VALVE/FAUCET	TRAP	ACTUATOR	DRAIN	HW	CW	WASTE	VENT	NOTES
P-1	WATER CLOSET	WILLOUGHBY IND (OR EQUIVALENT)	LF-ETW-1490-OF-BS-LF-TWE-3" HS-WHITE-WS	SLOAN ROYAL #952-1.6 L=3 W=4"	-	SLOAN HY33A	-	-	1-1/4"	3"	2"	1,3
P-2	LAVATORY	WILLOUGHBY IND (OR EQUIVALENT)	ES-1015-HC-1-TE	SYMMONS S-71	OFFSET 1.5x17GA.CP	-	CHROME STRAINER	-	1/2"	1-1/2"	1-1/2"	2,4
P-3	URINAL	WILLOUGHBY IND (OR EQUIVALENT)	UW 1412-WO-BS-WS-3"	SLOAN ROYAL #995-1	-	SLOAN HY33A	-	-	3/4"	2"	2"	3
P-4	DRINKING FOUNTAIN	HAWS	1119-FR	-	-	-	-	-	(2)	(2) 1 1/2"	(2) 1 1/2"	6
P-5	FLOOR DRAIN	TRAVIS	RM54960 (RESTROOM - QTY 1)	-	-	-	-	-	-	-	-	5
		SIOUX CHIEF	840-2A (CHASE - QTY 1)	-	-	-	-	-	-	-	-	

- NOTES:
1. OFFSET FLUSH VALVE TAILPIECE PER ADA, RIGHT OR LEFT HAND, AS REQUIRED. PROVIDE FLUSH VALVE FOR 4" WALL THICKNESS.
 2. HAMMER ARRESTOR JRS520-T-C, FLOOR DRAIN S2005A025NBLP, TRAP PRIMER - MIFAB MM5500, DISTR UNIT - MIFAB
 3. MOUNT RIM AT 17" ABOVE FLOOR.
 4. 1/2X15 COMP ANG LAV BSCR1915AC,
 5. TRAP PRIMER- MIFAB MM500, DISTR UNIT- MIFAB
 6. DUAL HEIGHT COMBINATION

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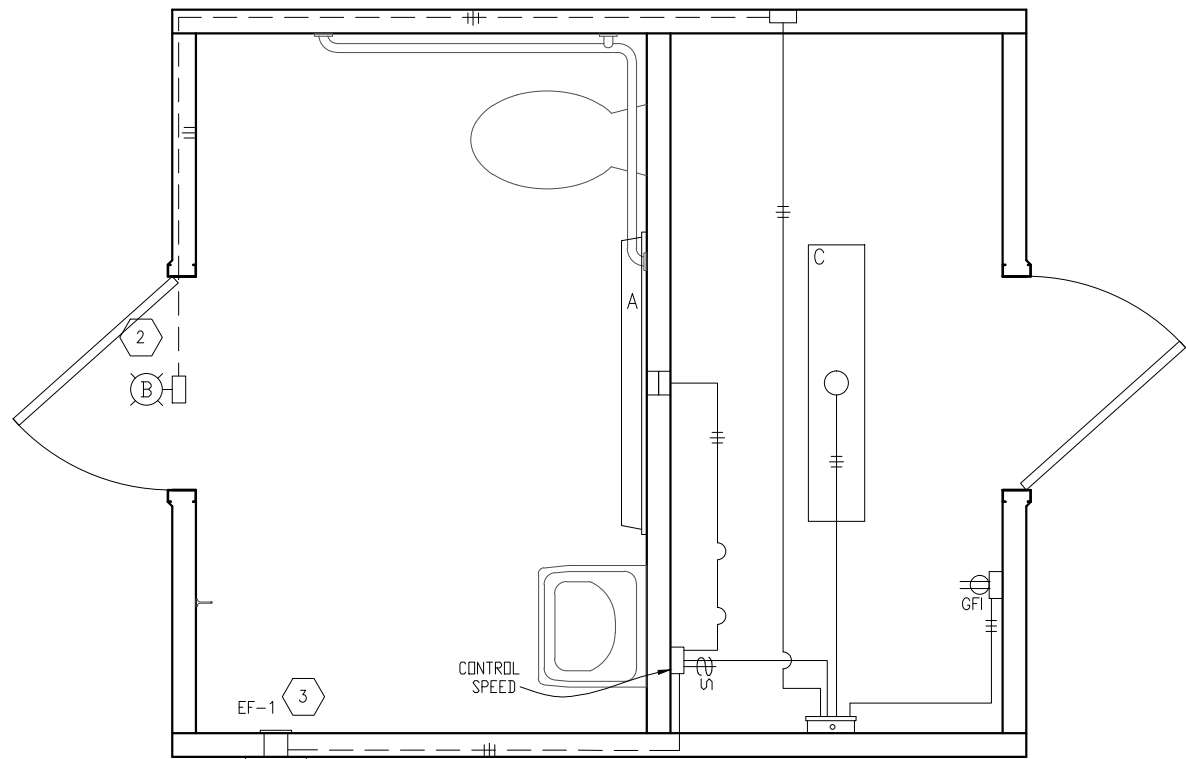


PROJECT TITLE
OZARK 1
BUILDING NUMBER OZI-162

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REV.	DESCRIPTION	APPROVAL	DATE
SCALE	1/4"=1'-0"	DATE	07-28-16
DRAWN	DANA B	FILE NO.	OZI-162
CHECKED	RDW	PLOT	48

PLUMBING PLAN, DIAGRAMS & SCHEDULES		
DWG NO. OZ 1-16	SHEET 16	REV. 20



ELECTRICAL PLAN

KEY NOTES

- 1 MOTION CONTROLLED INTERIOR LIGHT. WIRE SECOND ISOLATED CONTACT IN SERIES WITH EXHAUST FAN SPEED SWITCH FOR FAN MOTOR CONTROL.
- 2 EXTERIOR LIGHT TO BE CONTROLLED BY PHOTOCCELL.
- 3 CIRCUIT AS NEEDED FOR THE LOAD OF THE EXHAUST FAN. WIRE THRU SPEED SWITCH (IN CHASE) AND OCCUPANCY SENSOR ISOLATED CONTACT.

NTS

GENERAL ELECTRICAL NOTES

1. RECESSED JUNCTION BOXES FOR SINGLE DEVICES SHALL HAVE SINGLE GANG MUD RINGS CAST IN CONCRETE WALLS.
2. ALL RECEPTACLES SHALL BE GFCI PROTECTED BY CIRCUIT BREAKERS OR BY OTHER GFCI RECEPTACLES.
3. ALL CONDUIT SHALL BE 3/4" MINIMUM, EXPOSED CONDUIT SHALL BE EMT, RECESSED SHALL BE PVC.
4. INSTALL ALL WIRING IN CONDUIT OR RELATED ENCLOSURES.
5. ALL ELECTRICAL INSTALLATIONS SHALL MEET THE 2011 VERSION OF THE NATIONAL ELECTRIC CODE.
6. MINIMUM WIRE SIZE SHALL BE #12 AWG COPPER, THHN INSULATION UNLESS NOTED OTHERWISE.
7. ROUTE ALL CONDUITS IN UTILITY ROOM AT CEILING OR FACE OF WALLS.
8. PROVIDE SPEED SWITCH FOR FAN CONTROL LOCATED IN CHASE.
9. ELECTRICAL DRAWINGS ARE DIAGRAMMATIC IN NATURE AND MAY NOT SHOW EXACT LOCATIONS OF DEVICES, REFER TO WALL PANEL AND OTHER DRAWINGS FOR EXACT LOCATIONS OF J-BOXES, ETC.

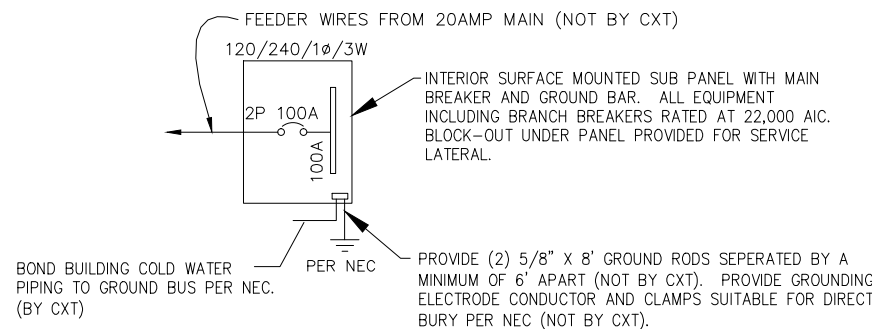
WIRE SIZE	1/2" EMT	3/4" EMT	1/2" ENT	3/4" ENT	1/2" FMC	3/4" FMC
#14 THHN	12	22	10	18	13	22
#12 THHN	9	16	7	13	9	16
#10 THHN	5	10	4	8	6	10

PANEL SCHEDULE																			
AMP <u>100 SUB PANEL</u> SURFACE MOUNT					PANEL 120/240V, 1P, 3W					TOTAL CONNECTED VA LOAD <u>365</u> TOTAL CALCULATED VA LOAD <u>404</u>									
CIRCUIT					LOAD					CIRCUIT					LOAD				
NO.	DESCRIPTION	OCF	TYPE	(VA)	(A)	PH	NO.	DESCRIPTION	OCF	TYPE	(VA)	(A)	NO.	DESCRIPTION	OCF	TYPE	(VA)	(A)	
1	PHOTO CONTROLLED EXTERIOR LIGHT	1P/20A	C	37	0.3	A	2	CHASE RECEPTACLE	1P/20A	R	180	1.5	6						
3	CHASE LIGHT	1P/20A	N	28	0.3	B	4	RESTROOM LIGHT & EXHAUST FAN	1P/20A	L	120	1.0	8						
5						A	6						10						
7						B	8						12						
9						A	10						14						
11						B	12						16						
13						A	14						18						
15						B	16						19						
17						A	18						20						
19						B	20												
					LOAD					CONNECTED					CALCULATED				
					(C)ONTINUOUS					37 X 1.25					47 VA				
					(R)EC (1ST 10KVA)					180 X 1.00					180 VA				
					(N)ON-CONTINUOUS					28 X 1.00					28 VA				
					(L)ARGEST MOTOR					120 X 1.25					150 VA				
					TOTAL LOAD					365 VA					404 VA 1.7 AMPS				

NOTE: MAXIMUM ALLOWABLE AIC IS 22K AMPS, PANEL MODIFICATIONS WILL BE REQUIRED (NOT BY CXT) IF TRANSFORMER CAPACITY EXCEEDS 175 KVA.

SYMBOLS LEGEND

- (X) NOTE REFERENCE
- ⊕ COMBINATION SWITCH AND DUPLEX RECEPTACLE
- ⊕ DUPLEX RECEPTACLE (x = BREAKER # IF SHOWN)
- ⊕ GFI DUPLEX RECEPTACLE (x = BREAKER # IF SHOWN)
- ⊕ ON / OFF SWITCH
- ⊕_S SPEED SWITCH
- J JUNCTION BOX
- RECESSED JUNCTION BOX
- SURFACE MOUNTED CONDUIT, CROSSHATCH OR SLASH AND NUMBER DENOTES WIRES, (ALL #12AWG UNO, UNLESS NOTED) ONE WIRE TO BE GROUND
- CONCEALED CONDUIT
- LOAD CENTER "A"
- X WALL MOUNTED FLUORESCENT FIXTURE
- X CEILING MOUNTED FLUORESCENT FIXTURE
- ⊗ HAND DRYER WITH
- ⊗ HAND DRYER WITH DISCONNECT SWITCH
- ⊗ WH WATER HEATER
- ⊗ OS OCCUPANCY SENSOR WITH RECESSED JUNCTION BOX
- ⊗ D SAFETY DISCONNECT
- ⊗ X PANEL OR DEVICE AS NOTED
- ⊗ T THERMOSTAT
- ⊗ HEATER
- ⊗ EL ELECTRIC DOOR LOCK



ONE-LINE POWER DIAGRAM

NTS

LIGHTING FIXTURE SCHEDULE			
FIXTURE NUMBER	VOLTAGE	WATTS	DESCRIPTION
A	120	28	LUMINAIRE VPF84 INTERIOR LIGHT FIXTURE, VPF8-4-28W HP-4000K-120-CP-WHT-WET-DCC-TX/SD SURFACE MOUNTED, LED LAMP 4 FT, WRAP AROUND LENS, LOW TEMPERATURE DRIVER, BUILT IN OCCUPANCY SENSOR ACTIVATED W/ ADDITIONAL OCCUPANCY SENSOR FOR FAN CONTROL
B	120	37	RAB LIGHTING FIXTURE 'SLIMFC37N-PC', EXTERIOR, WALL MOUNTED, ALUMINUM HOUSING 37 WATT LED LAMP, DARK SKY APPROVED, BRONZE FINISH, BUILT IN PHOTOELECTRIC CONTROL
C	120	28	LUMINAIRE VPF84 INTERIOR LIGHT FIXTURE, VPF8-4-28W HP-4000K-120-CP-WHT-WET-DCC-TX/SD SURFACE MOUNTED, LED LAMP 4 FT, WRAP AROUND LENS, LOW TEMPERATURE DRIVER, BUILT IN OCCUPANCY SENSOR ACTIVATED

NOTE: THE SOURCE OF EFFICACY OF EXTERIOR LIGHTING IS TO BE A MINIMUM OF 45 LUMENS PER WATT.

EXHAUST FAN SCHEDULE							
SYM	MFR	MODEL #	CFM	SONES	VOLTS	AMPS	NTS.
EF-1	FANTECH	RVF-4XL	193	6.0	115	0.84	1,2

- NOTE:
1. WITH SPEED CONTROL MOUNTED IN CHASE.
 2. FANS LISTED FOR WET LOCATION, CONTROL VIA OCCUPANCY SENSOR. LOCATE OPEN FACE J-BOX ON EXTERIOR SIDE OF PANEL.

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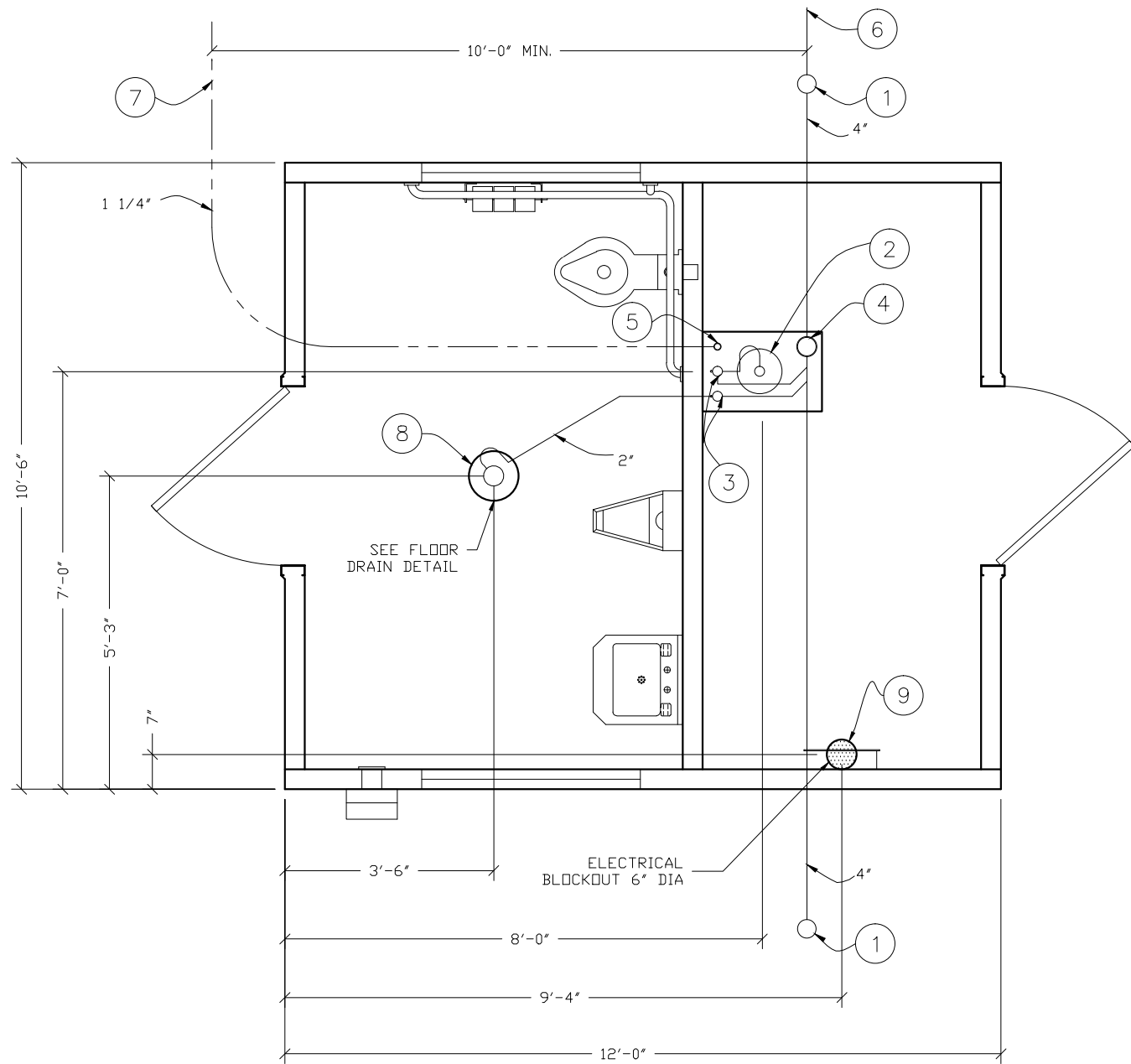
PROJECT TITLE
OZARK 1
BUILDING NUMBER OZI-162

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REV.	DESCRIPTION	APPROVAL	DATE
SCALE	3/8"=1'-0"	DATE	07-28-16
DRAWN	DANA B	FILE NO.	OZI-162
CHECKED	RDW	PLOT	32

ELECTRICAL PLAN, DETAILS & SCHEDULES

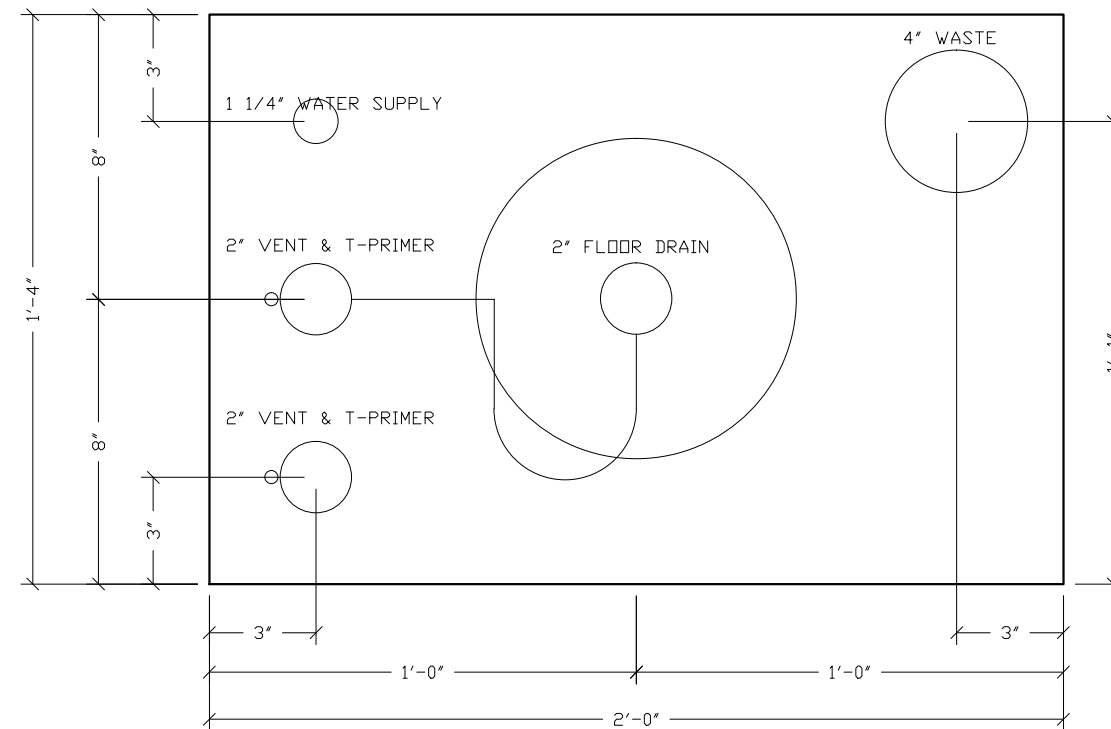
DWG NO.	SHEET	REV.
OZ 1-17	17	20



BELOW FLOOR PIPING - KEY NOTES

1. 4" CLEAN OUT TO GRADE.
2. 2" FLOOR DRAIN. FIELD INSTALLED W/ TRAP PRIMER SYSTEM IF OPTION IS ACCEPTED, INSTALL AS SHOWN W/ VENT & WASTE PIPE. (24"x16" BLOCKOUT)
3. 2" VENT EXTENDED 12" ABOVE FINISHED FLOOR LEVEL, (1 FOR EA FLOOR DRAIN IF FLOOR DRAIN OPTION ACCEPTED) PROVIDE TEST PLUG. (24"x16" BLOCKOUT)
4. 4" WASTE PIPE EXTENDED 12" ABOVE FINISHED FLOOR LEVEL, PROVIDE TEST PLUG. (24"x16" BLOCKOUT)
5. 1 1/4" TYPE K ANNEALED 'SOFT' COPPER WATER SERVICE EXTENDED 12" ABOVE FINISHED FLOOR LEVEL, PROVIDE TEST CAP AT END. (24"x16" BLOCKOUT)
6. 30" MIN. BURY, PROVIDE TRACER TAPE.
7. MIN. BURY PER LOCAL REQUIREMENTS TO PROTECT AGAINST FREEZING AND DAMAGE.
8. 2" FLOOR DRAIN. FIELD INSTALLED W/ TRAP PRIMER SYSTEM IF OPTION IS ACCEPTED, INSTALL AS SHOWN W/ VENT & WASTE PIPE. (10" DIA BLOCKOUT)
9. ELECTRICAL STUB UP, (6" DIA BLOCKOUT)

ALL PIPING INDICATED ON THIS SHEET IS NOT BY CXT



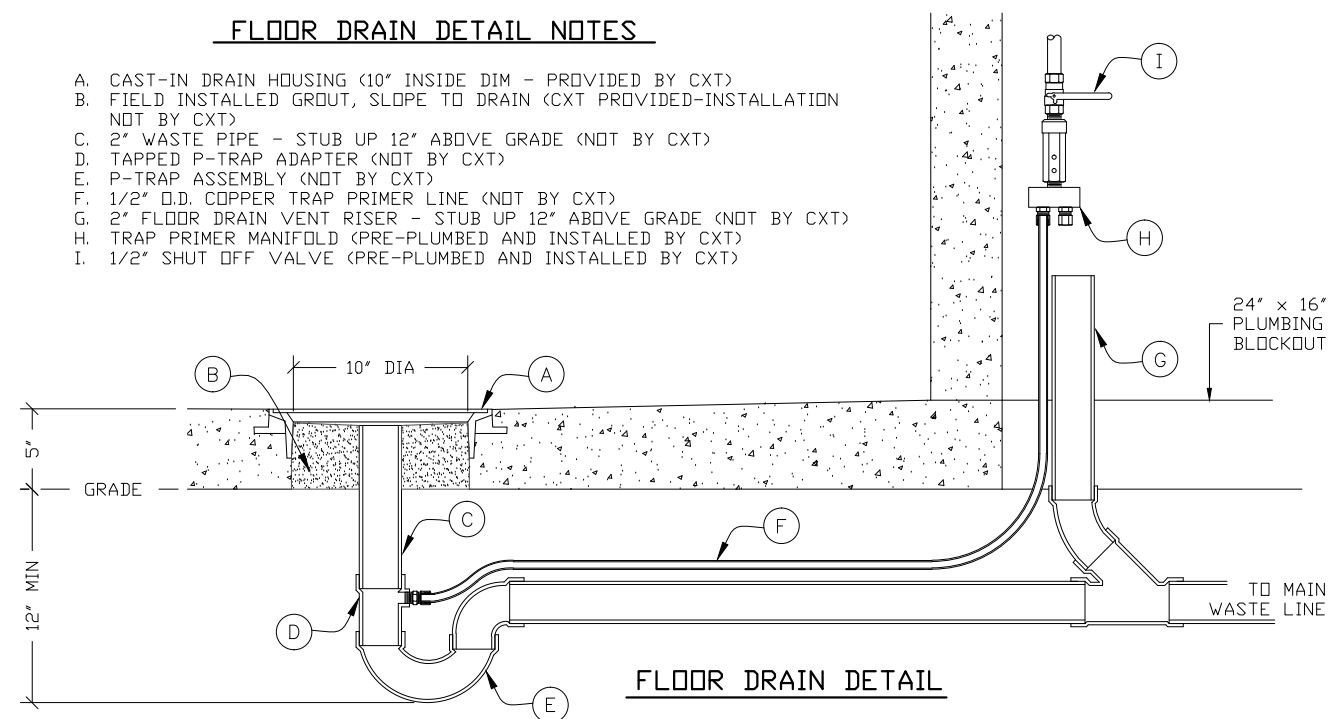
2'-0" x 1'-4" BLOCKOUT DETAIL

PIPING LEGEND

- 1-1/4" TYPE "K" ANNEALED "SOFT" COPPER WATER SERVICE
- BELOW FLOOR WASTE PIPING SCH 40 ABS TYPE DWV
- BELOW FLOOR VENT PIPING SCH 40 ABS TYPE DWV

FLOOR DRAIN DETAIL NOTES

- A. CAST-IN DRAIN HOUSING (10" INSIDE DIM - PROVIDED BY CXT)
- B. FIELD INSTALLED GROUT, SLOPE TO DRAIN (CXT PROVIDED-INSTALLATION NOT BY CXT)
- C. 2" WASTE PIPE - STUB UP 12" ABOVE GRADE (NOT BY CXT)
- D. TAPPED P-TRAP ADAPTER (NOT BY CXT)
- E. P-TRAP ASSEMBLY (NOT BY CXT)
- F. 1/2" O.D. COPPER TRAP PRIMER LINE (NOT BY CXT)
- G. 2" FLOOR DRAIN VENT RISER - STUB UP 12" ABOVE GRADE (NOT BY CXT)
- H. TRAP PRIMER MANIFOLD (PRE-PLUMBED AND INSTALLED BY CXT)
- I. 1/2" SHUT OFF VALVE (PRE-PLUMBED AND INSTALLED BY CXT)



FLOOR DRAIN DETAIL

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CHECKED	RDW	PLOT	32

FLOOR DRAIN BOCKOUTS & BELOW FLOOR PIPING

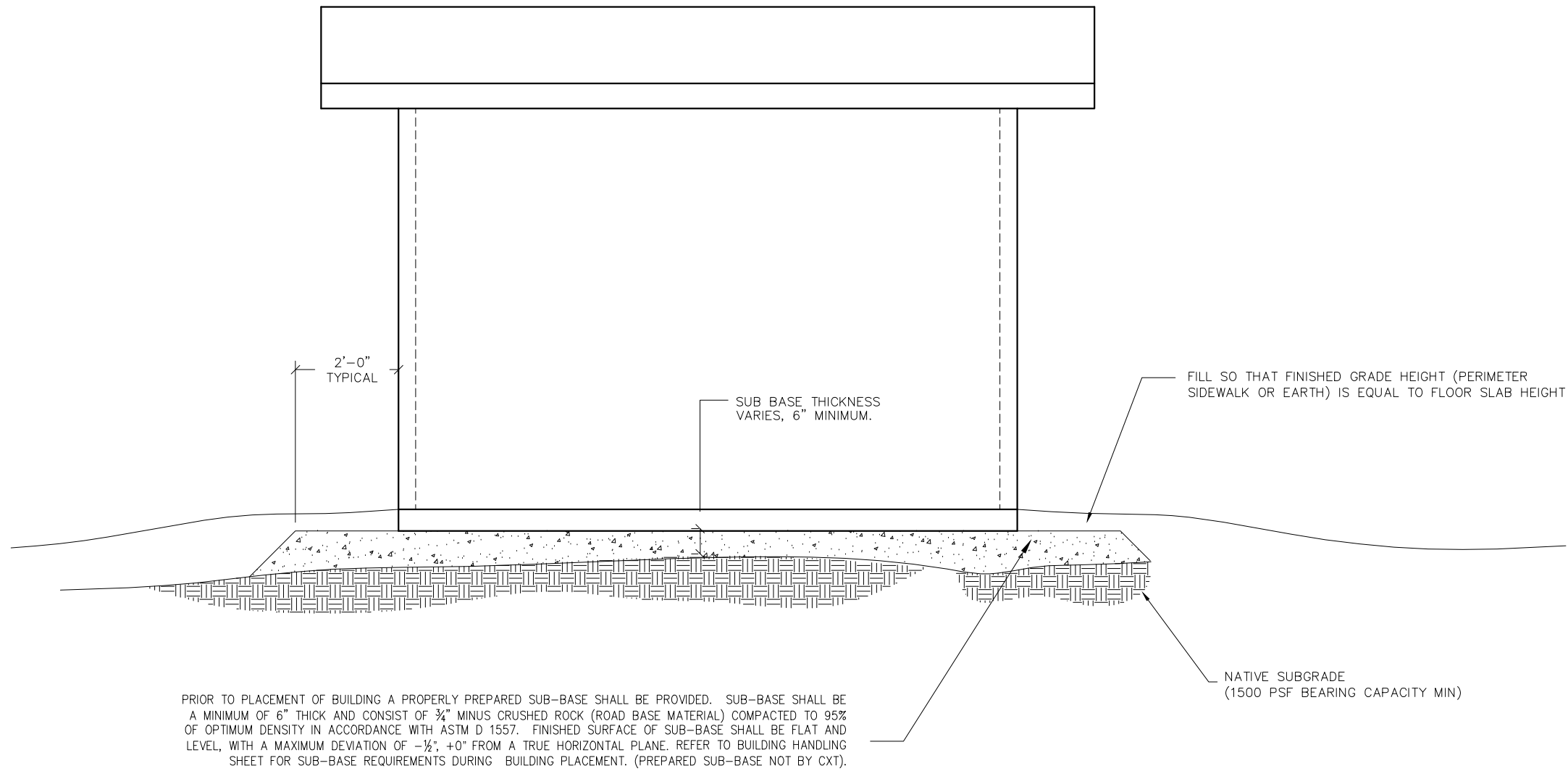
DWG NO.	SHEET	REV.
OZ 1-18	18	20

NOTE:

THIS FACTORY ASSEMBLED BUILDING AS CONSTRUCTED PROVIDES A RIGID BOX TYPE STRUCTURAL SYSTEM. VERTICAL LOADS ARE TRANSFERRED PRIMARILY THROUGH BEARING WALLS TO A PREPARED GRANULAR SUB-BASE WHICH DISSIPATES VERTICAL LOADS UNIFORMLY TO THE NATIVE SUBGRADE AND ALSO ACTS AS A FROST BARRIER. DUE TO THE INHERENT STIFFNESS OF THE BUILDING, IT WILL REMAIN SAFE AND STRUCTURALLY SOUND IN THE UNLIKELY EVENT OF FREEZING ACTION BELOW THE BUILDING.

LATERAL LOADS ARE TRANSFERRED TO THE GROUND THROUGH FRICTIONAL RESISTANCE WITHOUT SLIDING OR SHIFTING BETWEEN THE BUILDING FLOOR SLAB AND THE PREPARED SOIL AND GRAVEL SUB-BASE ON WHICH THE BUILDING RESTS. SEISMIC ANALYSES ARE BASED ON LOADS DETERMINED IN ACCORDANCE WITH THE 2013 CALIFORNIA BUILDING STANDARDS CODE (2013 CBSC) USING THE FOLLOWING PARAMETERS, WHICH MEET OR EXCEED THE CODE PRESCRIBED REQUIREMENTS FOR THIS INSTALLATION:

THIS BUILDING, AS DESIGNED, RESTING ON A PROPERLY PREPARED GRANULAR SUB-BASE WILL BE SAFE AND STRUCTURALLY SOUND FOR VERTICAL AND LATERAL LOADS AS DISCUSSED ABOVE. A FULL DEPTH FOUNDATION WALL AT THE BUILDING PERIMETER, TYPICAL FOR OTHER TYPES OF BUILDING CONSTRUCTION, IS NOT REQUIRED FOR THIS BUILDING.



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Precast Products

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PROJECT TITLE
OZARK 1
BUILDING NUMBER OZI-162

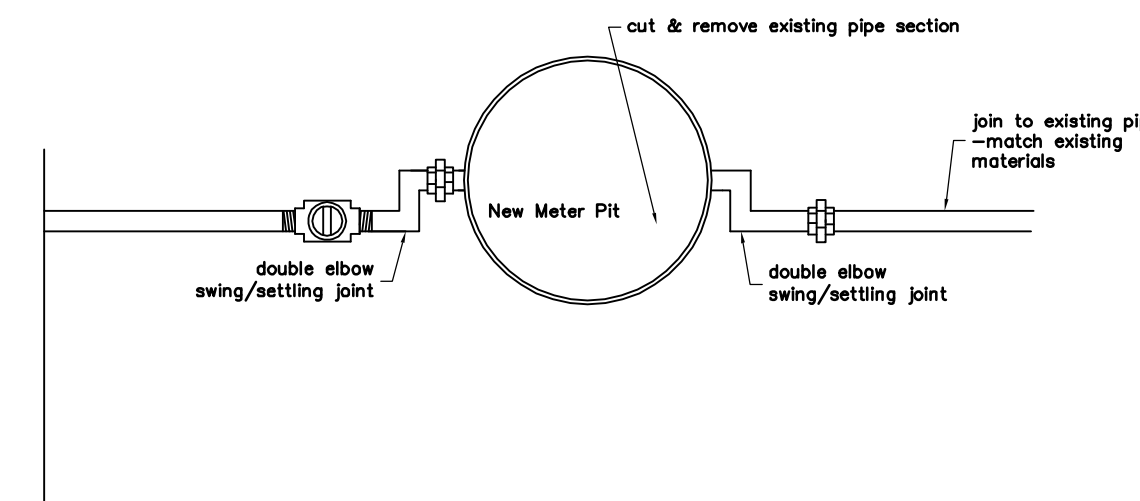
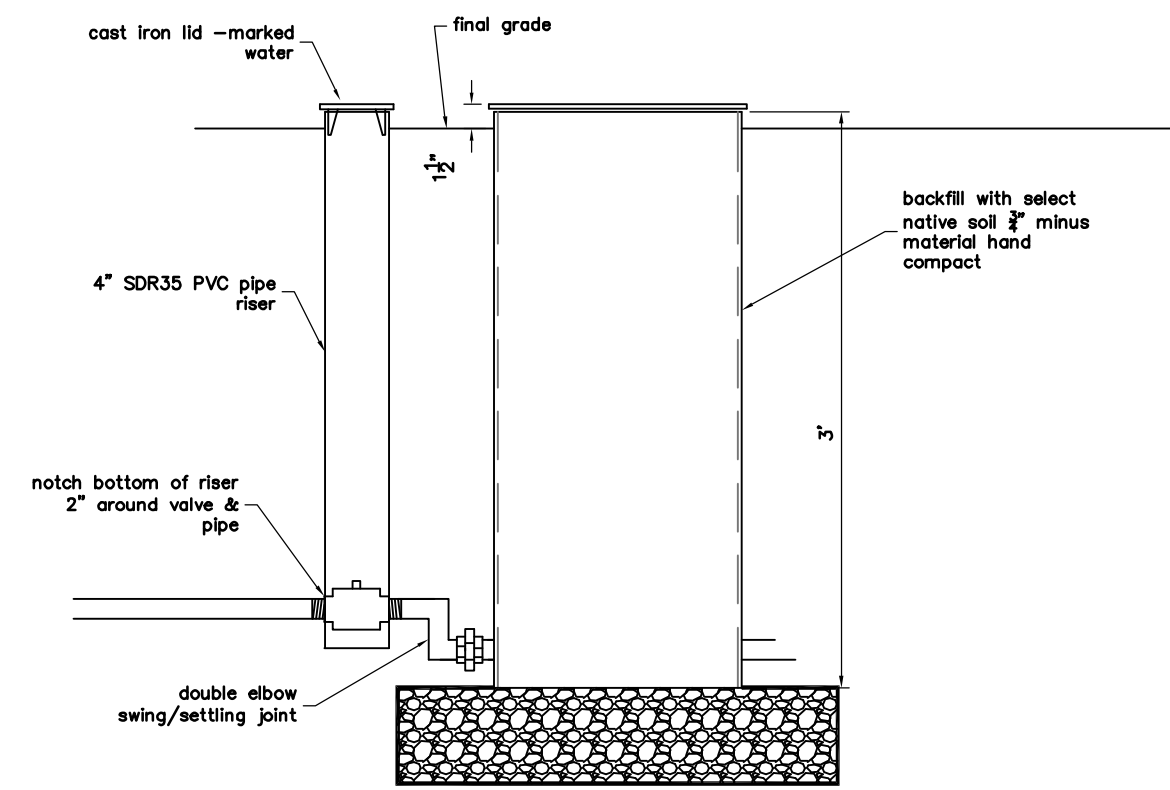
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DRAWN	DANA B	FILE NO.	OZI-162
CHECKED	RDW	PLOT	32

FOUNDATION DETAIL

DWG NO. OZ 1-19	SHEET 19 20	REV.
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CONTRACTOR TO PROVIDE SUBMITTAL PACKAGE FOR ALL MATERIALS TO BE USED IN THE PROJECT FOR THE APPROVAL OF THE WATER COMPANY PRIOR TO ORDERING OF MATERIALS.



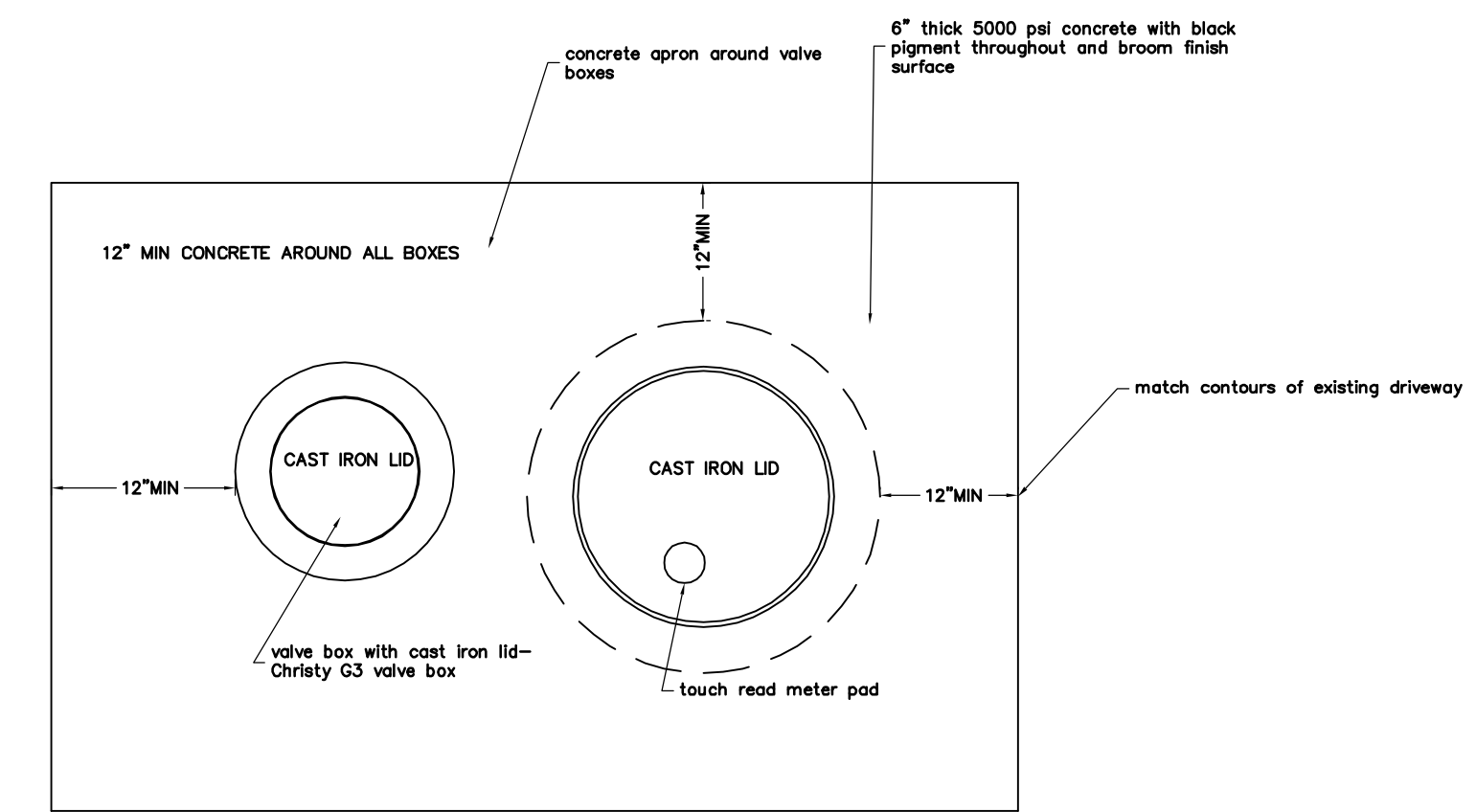
③ SINGLE METER PIT INSTALLATION IN LANDSCAPE AREA

25 LOCATIONS IN MOUNTAIN MEADOWS CONDOS
1 SIMILAR AT WHISKEY CREEK CONDOS WITH 2" Ø METER
3 LOCATIONS ON MEADOW VIEW DRIVE

Contractor to

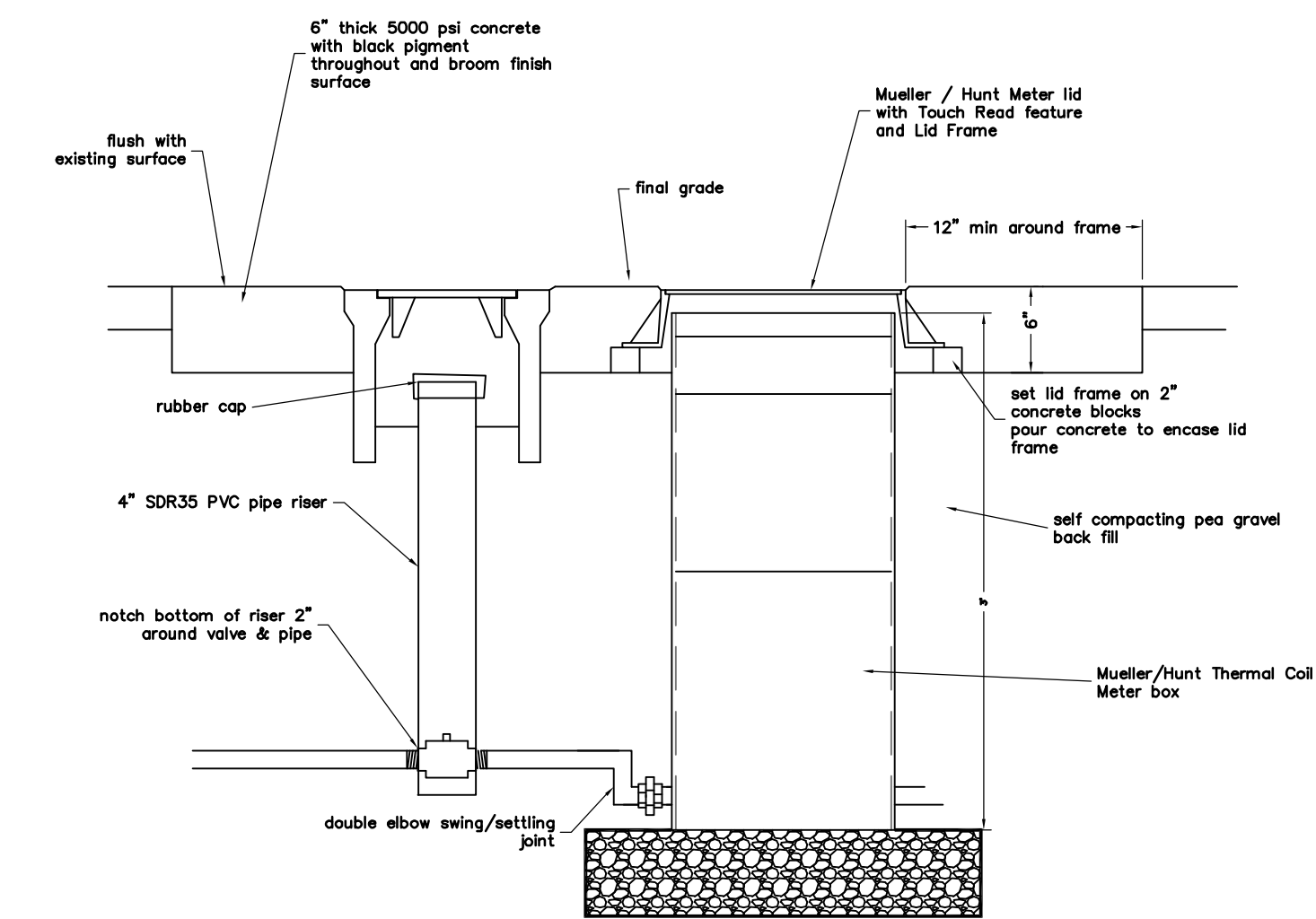
1. locate valves
2. Excavate to customer valve verify pipe material and size
3. cover excavation with steel plate or plywood while proper materials are obtained
4. install meter pit and piping, flush customer connection at hose bib
5. cover pit excavation with steel plate or plywood for a minimum of 24 hours
6. check for leaks after 24 hour period - obtain inspection from water company
7. back fill excavation with selective native material - hand compact
8. Restore landscaping and clean area

Contractor is responsible for fencing and security around all excavations and work areas. Areas must be kept neat and hazard free



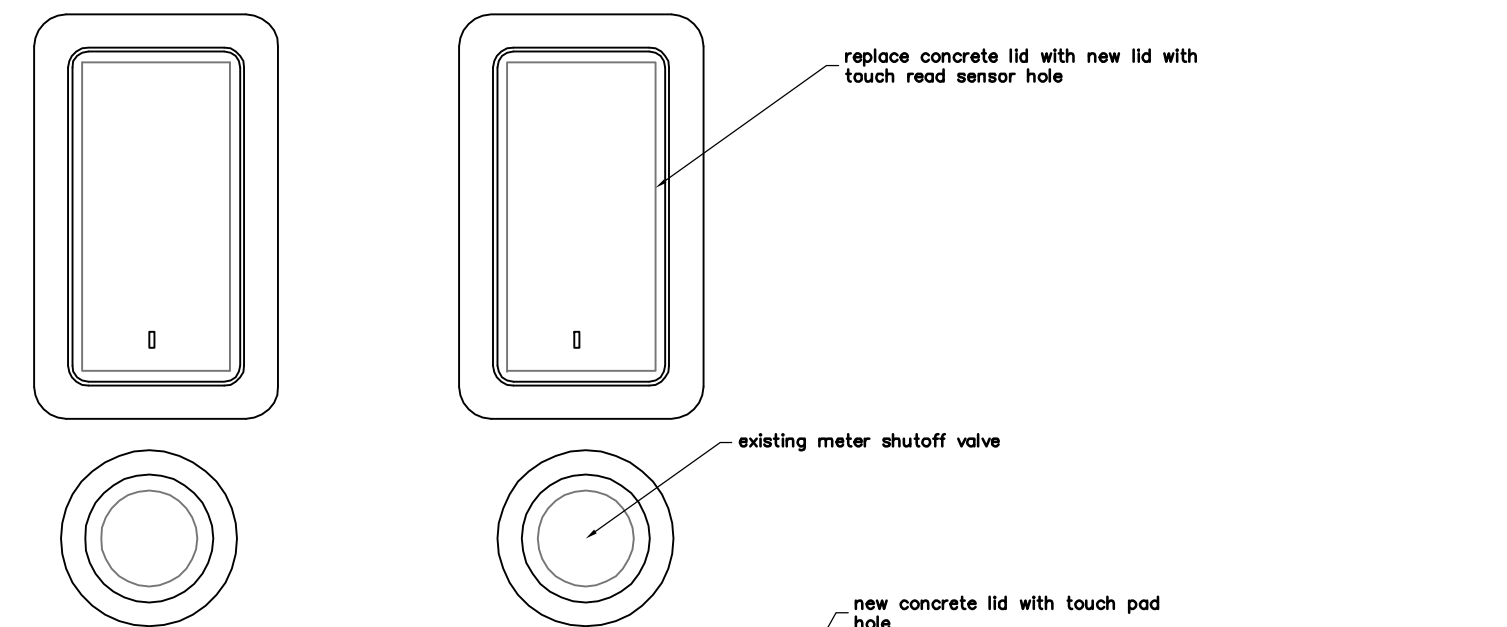
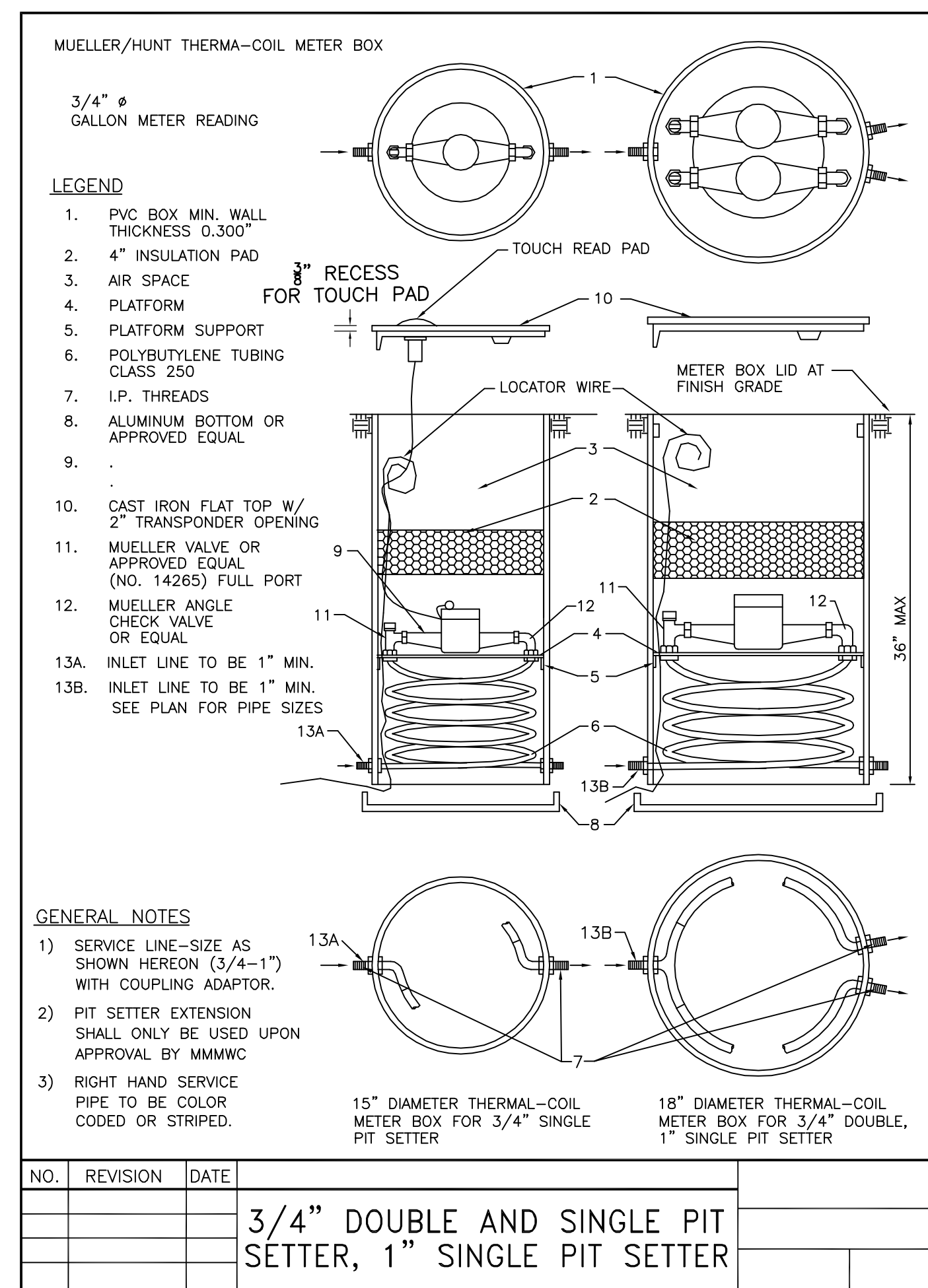
Contractor to

1. locate saw cut AC driveway
2. Excavate to customer valve verify pipe material and size
3. cover excavation with steel plate while proper materials are obtained
4. install meter pit and piping, flush customer connection at hose bib
5. cover pit excavation with steel plate min. 24 hours
6. check for leaks after 24 hour period - obtain inspection from water company and county inspectors
7. back fill excavation with approved self compacting material - pea gravel
8. install grade ring and valve boxes
9. pour concrete collar around grade rings - lids to be 1/4" lower than adjacent concrete



④ METER INSTALLATION IN DRIVEWAY

9 LOCATIONS
8 LOCATION IN MOUNTAIN MEADOWS CONDOS
1 LOCATION AT 117 RICHMAN PLACE OFF OF MEADOW VIEW DRIVE

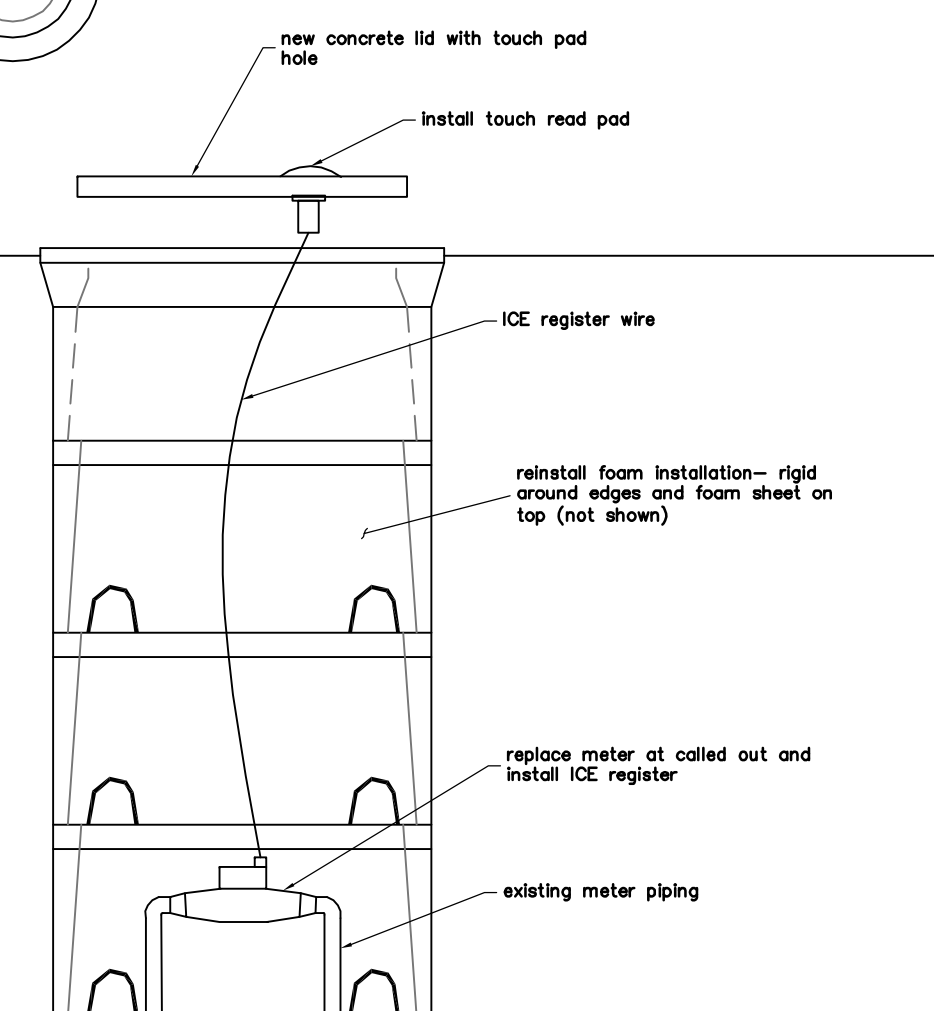


METERS IN SIERRA SPRINGS AND ROCKING-R

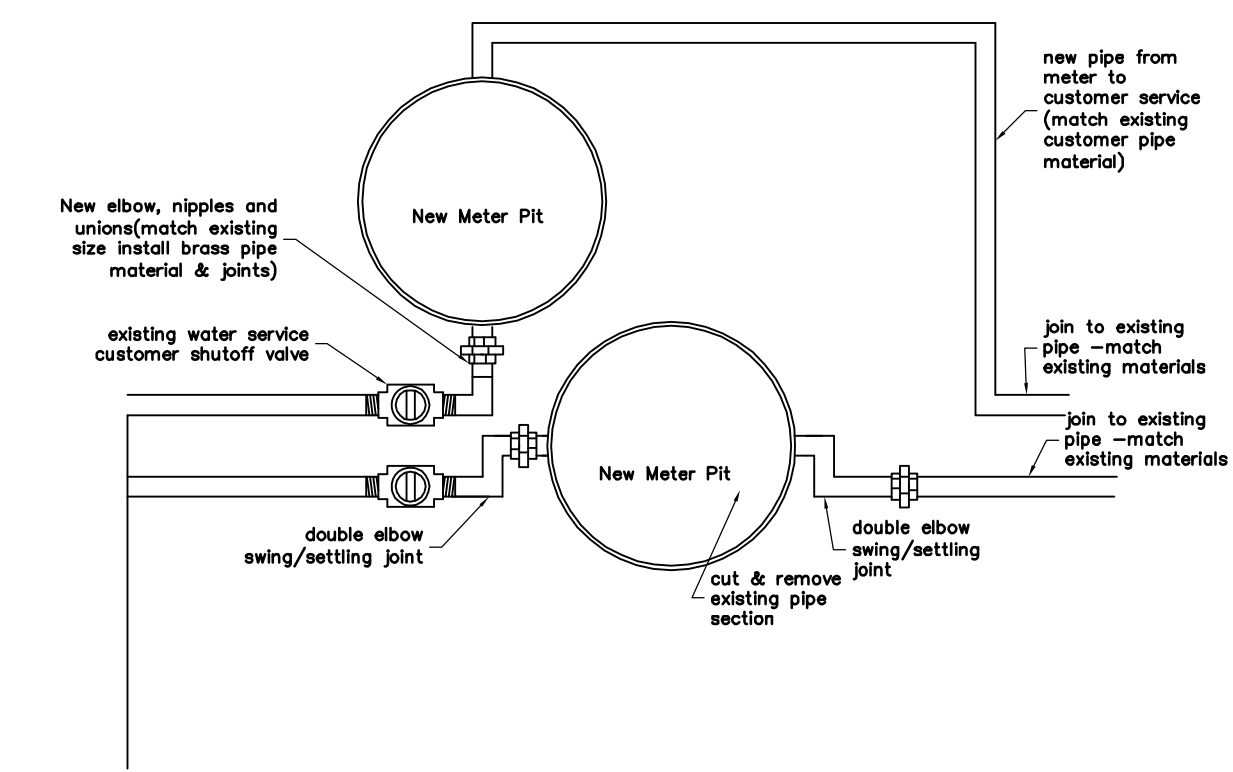
METERS TO BE: SENSUS PMM MULTI JET METERS, 1" PMM DN 25, 1 1/4" NPT THREADS WITH TOUCH READ FEATURE

METERS IN OTHER LOCATIONS

METERS TO BE: 3/4" SENSUS PMM DN 20X25, 1" PIPE THREADS WITH TOUCH READ FEATURE



⑥ TYPICAL METER PIT IN SIERRA SPRINGS AND ROCKING-R SUBDIVISIONS



⑤ TWO METER PIT INSTALLATION IN LANDSCAPE AREA

5 LOCATIONS AT PINON CONDOS
6 LOCATIONS ON LAKE MANOR PLACE
3 LOCATIONS ON MEADOW VIEW DRIVE

NO.	REVISION	DATE

PINYON ENGINEERING
115 Eagle Vista
Bishop, Ca. 93514
760-387-2800 fax 760-387-2232

MOUNTAIN MEADOWS MUTUAL WATER COMPANY
METER INSTALLATION PROJECT
MONO COUNTY, CA
METER PIT DETAILS

SCALE N/A
DATE 5-18-07

RESOLUTION #80-01C
HILTON CREEK COMMUNITY SERVICES DISTRICT
STANDARD SPECIFICATIONS
FOR THE CONSTRUCTION OF BUILDING SEWERS

Building Sewer Materials

The following standard sewer pipe materials will be accepted by the Hilton Creek Community Services District: Asbestos Cement Pipe, Class 1500 or Class 2400, as required; SDR 33-5 Schedule or 40 PVC Pipe; Johns-Manvil PVC Gravity Sewer Pipe; Solid wall ABS Sewer Pipe. All building sewers, beginning two feet from any building or structure shall have a minimum pipe size of 4-inch diameter. All building sewers serving two single-family residences on one lot shall be 4-inch diameter pipe. All building sewers serving more than one resident or structure shall be a minimum of 6-inch diameter pipe when commercial property. The General Manager of the District must approve any changes in the above specification.

Minimum Sewer Slope

Building sewers shall be run in practical alignment and at a uniform slope of not less than one-fourth (1/4) of an inch per foot toward the public sewer connection; provided, that where it is impractical to obtain a slope of one-fourth (1/4) of an inch per foot, a building sewer may have a slope of not less than one-eighth (1/8) of an inch per foot when specifically approved by the Hilton Creek Community Services District.

Cleanouts

- (A) A two-way cleanout shall be provided at the beginning of the building sewer, and shall not be closer than three (3) feet from any building or structure.
- (B) A cleanout shall be installed adjacent to the subscribed property line and shall be located one foot outside of the property line, where practical.
- (C) Cleanouts shall be placed in every building sewer at intervals not to exceed one hundred (100) feet in straight runs.
- (D) Every change in alignment or grade in excess of forty-five degrees in a building sewer shall be served by a cleanout, except that no cleanout shall be required for not to exceed one (1) forty-five degree change of direction or one (1) forty-five degree offset.
- (E) Each cleanout shall be installed so that it opens in a direction opposite to the flow of the soil or waste or at right angles thereto, and except in the case of "Y" branch and end-of-line cleanouts, vertically above the flow of the pipe.

(F) All cleanouts shall be made accessible by yard boxes with cover exposed approximately one (1) inch above grade. Use Brooks Products, Inc.. No. 36 or 1 RD Box or equal marked "Sewer".

Sewer and Water Separation

(A) The bottom of the water piping at all points shall be at least twelve (12) inches above the top of the sewer piping. The water piping shall rest on a solid shelf at one side of the common trench. Minimum horizontal separation between sewer and water pipes shall be eighteen (18) inches.

(B) If the vertical separation in (A) cannot be maintained, the minimum horizontal separation between water and sewer pipes shall be five (5) feet.

Inspection

It shall be the duty of the subscriber or the person doing the work authorized by the subscriber to notify the General Manager of the District orally or in writing, that said work is ready for inspection. Such notification shall be given not less than twenty-four (24) hours before the work is to be inspected. It shall be the duty of the person doing the work to be on the jobsite with the District's Inspector; in no case will work be accepted that cannot be visually checked. District inspection hours shall be from 9:00 a.m. to 5:00 p.m. Monday through Friday, and it shall be the responsibility of the subscriber to arrange for the inspection during these hours.

Inspection Fees

The inspection fees shall be charged to all subscribers upon application for sewer service at the then current rate determined for one (1) sewer connection inspection.

Any subscriber requiring inspection after the hours stated above or on weekends shall be charged for the District's inspection at the rate of \$50.00 per inspection as an after hours charge, over and above the normal required "inspection fee". The minimum after hours charge shall be \$50.00 (per inspection).

Building Sewer and Inspection Requirements

Inspection fee stated above is payable at time of application for each unit of service. Three inspections may be made: (1) from building to Main before backfill; (2) after backfill for installation of cleanout boxes; (3) after complete pumping and demolition and backfill of septic tank. Twenty-four (24) hour notice is required prior to each inspection. No person or persons shall be permitted to make any connection to main sewers, laterals or extension of sewer lines without written permission of the Hilton Creek Community Services District.

PASSED AND ADOPTED by the Board of Directors of the Hilton Creek Community Services District, County of Mono, State of California, this 12th day of June 1980 by the following vote:

AYES: Timothy DeVore, Randy Witters, Tom Long, Richard King, Bruce Malby

NOES: None

ABSENT: None

S/ _____
Timothy DeVore, Chairman
Board of Directors
Hilton Creek Community Services District

ATTEST:

S/ _____
Richard King, Secretary
Board of Directors
Hilton Creek Community Services District



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

REGULAR AGENDA REQUEST

Print

MEETING DATE February 14, 2017

Departments: Social Services

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

SUBJECT Medi-Cal Inmate Program

AGENDA DESCRIPTION:

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

Proposed contract with Department of Health Care Services pertaining to the Medi-Cal County Inmate Program for FY 2016-17 and FY 2017-18.

RECOMMENDED ACTION:

Approve County entry into proposed contracts and authorize the Board Chair to execute said contracts on behalf of the County. Authorize Board Chair to sign the MCIP Participation form to certify county interest in participation. Provide any desired direction to staff.

FISCAL IMPACT:

Fees paid for administrative costs and claims payments associated with this program will be paid using County General Funds. Administrative costs are \$17.23 for FY 2016-17 and \$57.39 for SFY 2017-18. The Mono County non-federal share of Medi-Cal payments for MCIP services under this contract will not exceed \$30,000 in FY 2016-17 and \$120,000 in FY 2017-18.

CONTACT NAME: Kathryn Peterson

PHONE/EMAIL: 760-924-1763 / kpeterson@mono.ca.gov

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

SEND COPIES TO:
Kathy Peterson

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report

[Medi-Cal Inmate Aid Code Chart](#)

[MCIP Agreement FY 2016-17](#)

[MCIP Contract FY 2017-18](#)

History

Time	Who	Approval
2/9/2017 2:33 PM	County Administrative Office	Yes
2/7/2017 8:51 AM	County Counsel	Yes
2/8/2017 2:41 PM	Finance	Yes



Office of the ... DEPARTMENT OF SOCIAL SERVICES

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

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

KATHRYN PETERSON, MPH
Director

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

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



To: Mono County Board of Supervisors

From: Kathy Peterson, Social Services Director *KP*

Date: January 26, 2017

Re: Participation in the Medi-Cal County Inmate Program

Strategic Focus Area – *Public Safety*

Recommended Action:

- a) Approve and authorize Chair to sign an Agreement with the Department of Health Care Services (DHCS), for the purpose of participating in the Medi-Cal County Inmate Program for one quarter (April - June 2017) of the SFY 2016- 2017 allowing Mono County to draw down up to 50% federal match for any inpatient medical or psychiatric claims provided to Mono County Inmates for a maximum payable of \$30,000 effective 4/1/17 through 6/30/17.
- b) Authorize Board Chair to sign the Medi-Cal County Inmate Program (MCIP) Participation Form: Fiscal Year 2016-17 Quarter 4 for the purpose of certifying Mono County's interest in voluntarily participating in the MCIP for the period 4/1/17 through 6/30/17.
- c) Approve and authorize the Chair to sign an Agreement with the Department of Health Care Services (DHCS), for the purpose of participating in the Medi-Cal County Inmate Program for SFY 2017- 2018 allowing Mono County to draw down up to 50% federal match for any inpatient medical or psychiatric claims provided to Mono County Inmates for a maximum payable of \$120,000 effective 7/1/17 through 6/30/18.
- d) Authorize Board Chair to sign the Medi-Cal County Inmate Program (MCIP) Participation Form: Fiscal Year 2017-18 for the purpose of certifying Mono County's interest in voluntarily participating in the MCIP for the period 7/1/17 through 6/30/18.

Fiscal Impact:

Fees paid for administrative costs and claims payments associated with this program will be paid using County General Fund. Administrative costs for this fiscal year are \$17.23 and for SFY 2017-18 are \$57.39. The Mono County non-federal share of Medi-Cal payments for MCIP services under this contract will not exceed \$30,000 in FY 2016-17 and \$120,000 in FY 2017-18.

Discussion:

Background

The Medi-Cal County Inmate Program (MCIP) is an opportunity for the County to recoup up to 50% of qualifying inpatient medical or psychiatric claims provided to either Mono County inmates or Mono County juvenile justice wards who are eligible for Medi-Cal.

Currently, the County bears the full cost of medical services for inmates. The County will have an opportunity to participate in the program for each upcoming State Fiscal Year if the MCIP agreement is completed by February 14th of each year. The MCIP allows for recoupment of Medi-Cal allowable inpatient hospital services, including inpatient psychiatric services and physician services, provided during the inpatient hospital stay of inmates in correctional facilities who are determined eligible for Medi-Cal.

The MCIP is voluntary and counties have the option to participate in this program by entering into an agreement with the Department of Health Care Services (DHCS). Per legislation, there is to be no State General Fund (GF) impact under MCIP. The purpose of the MCIP agreement is to establish the amounts needed to satisfy each county's responsibility to reimburse DHCS for the nonfederal share of MCIP service costs incurred by DHCS. If a County does not participate in MCIP or does not abide by the terms of this Agreement, the County remains responsible for arranging for and paying for inpatient medical care for its inmates.

Attachment List:

1. Staff Report
2. County Medi-Cal Inmate Program Aid Code Chart (illustrates sharing ratios)
3. Medi-Cal County Inmate Program Agreement for FY 2016-17
 - a. Addendum A - MCIP Administrative Costs (reference)
 - b. Addendum B - Business Associate Agreement (reference)
 - c. Addendum D - 2016-17 County Certification Form (signature needed)
4. Medi-Cal County Inmate Program Agreement for FY 2017-18
 - a. Addendum A - MCIP Administrative Costs (reference)
 - b. Addendum B - Business Associate Agreement (reference)
 - c. Addendum D - 2017-18 County Certification Form (signature needed)

Please don't hesitate to call me at 760/924-1763 if you have any questions. Thank you.

County Medi-Cal Inmate Program Aid Code Chart

Aid Code	Program	Description	Non-MAGI / MAGI Federal Financial Participation
F3	Adult County Inmate Program (ACIP)	Title XIX, Medi-Cal no SOC for County Adult Inmates. Full Scope - Medi-Cal benefits limited to covered inpatient hospital and inpatient mental health services only, for inmates in county correctional facilities who receive those services off the grounds of the correctional facility.	Non-MAGI 50% FFP/ 50% County
F4	ACIP	Title XIX/Title XXI, Medi-Cal no SOC for Undocumented County Adult Inmates. Restricted Scope -Medi-Cal benefits limited to covered inpatient hospital emergency , inpatient mental health emergency (Title XIX), and inpatient pregnancy-related (Title XXI) services only, for inmates in correctional facilities who receive those services off the grounds of the correctional facility.	Non-MAGI Emergency services 50% FFP/ 50% County; Pregnancy-related services 88% FFP/ 12% County
G3	ACIP	Title XIX, Medi-Cal SOC for County Adult Inmates. Full Scope - Medi-Cal benefits limited to covered inpatient hospital and inpatient mental health services only, for inmates in county correctional facilities who receive those services off the grounds of the correctional facility.	Non-MAGI 50% FFP/ 50% County
G4	ACIP	Title XIX/Title XXI, Medi-Cal SOC for Undocumented County Adult Inmates. Restricted Scope - Medi-Cal benefits limited to covered inpatient hospital emergency , inpatient mental health emergency (Title XIX), and inpatient pregnancy-related (Title XXI) services only, for inmates in correctional facilities who receive those services off the grounds of the correctional facility.	Non-MAGI Emergency services 50% FFP/ 50% County; Pregnancy-related services 88% FFP/ 12% County
N7	ACIP	Title XIX, Medi-Cal no SOC for County Adult Inmates. Full Scope - Medi-Cal benefits limited to all covered inpatient hospital and inpatient mental health services only, for adult inmates aged 19 through 64 years of age in county correctional facilities who receive those services off the grounds of the correctional facility, with income 0% to 138% FPL.	MAGI 100% FFP
N8	ACIP	Title XIX/Title XXI, Medi-Cal no SOC for Undocumented County Adult Inmates. Restricted Scope - Medi-Cal benefits limited to covered inpatient hospital emergency , inpatient mental health emergency (Title XIX), and inpatient pregnancy-related (Title XXI) services only, for adult inmates aged 19 through 64 years of age in	MAGI 100% FFP

County Medi-Cal Inmate Program Aid Code Chart

Aid Code	Program	Description	Non-MAGI / MAGI Federal Financial Participation
		county correctional facilities who receive those services off the grounds of the correctional facility, with income 0% to 138% FPL.	
N0	ACIP	Title XIX, Medi-Cal no SOC for County Inmate Low Income Health Program (LIHP) Population Transitioned to Medi-Cal . Adult County Inmates, aged 19 through 64 years of age, enrolled in the LIHP program on December 31, 2013, with income 0% to 138% FPL. Full Scope - Medi-Cal benefits limited to inpatient hospital services and inpatient mental health services off the grounds of the correctional facility.	MAGI 100% FFP
G5	Juvenile County Inmate Program (JCIP)	Title XIX, Medi-Cal no SOC for County Juvenile Inmates. Full Scope - Medi-Cal benefits limited to all covered inpatient hospital and inpatient mental health services only, for juvenile inmates in county correctional facilities who receive those services off the grounds of the correctional facility.	Non-MAGI 50% FFP/ 50% County
G6	JCIP	Title XIX/Title XXI, Medi-Cal no SOC for Undocumented County Juvenile Inmates. Restricted Scope - Medi-Cal benefits limited to covered inpatient hospital emergency , inpatient mental health emergency (Title XIX), and inpatient pregnancy-related (Title XXI) services only, for juvenile inmates in county correctional facilities who receive those services off the grounds of the correctional facility.	Non-MAGI Emergency services 50% FFP/ 50% County; Pregnancy-related services 88% FFP/ 12% County
G7	JCIP	Title XIX, Medi-Cal SOC for County Juvenile Inmates. Full Scope - Medi-Cal benefits limited to all covered inpatient hospital and inpatient mental health services only, for juvenile inmates in county correctional facilities who receive those services off the grounds of the correctional facility.	Non-MAGI 50% FFP/ 50% County
G8	JCIP	Title XIX/Title XXI, Medi-Cal SOC for Undocumented County Juvenile Inmates. Restricted Scope - Medi-Cal benefits limited to all covered inpatient hospital emergency, inpatient mental health emergency (Title XIX), and inpatient pregnancy-related (Title XXI) services only, for juvenile inmates in county correctional facilities who receive those services off the grounds of the correctional facility.	Non-MAGI Emergency services 50% FFP/ 50% County; Pregnancy-related services 88% FFP/ 12% County

County Medi-Cal Inmate Program Aid Code Chart

Aid Code	Program	Description	Non-MAGI / MAGI Federal Financial Participation
J1	Compassionate Release/Medical Probation (CCRP/CMPP)	Title XIX, Medi-Cal no SOC for Compassionate Release/Medical Probation County Inmates. Full Scope - Individuals who are Medi-Cal eligible in aid code J1 will be entitled to all Medi-Cal covered services because they are not considered to be incarcerated.	Non-MAGI 50% FFP/ 50% County
J2	CCRP/CMPP	Title XIX, Medi-Cal SOC for Compassionate Release/Medical Probation County Inmates. Full Scope - Individuals who are Medi-Cal eligible in aid code J2 will be entitled to all Medi-Cal covered services because they are not considered to be incarcerated.	Non-MAGI 50% FFP/ 50% County
J3	CCRP/CMPP	Title XIX/Title XXI, Medi-Cal no SOC for Undocumented /does not have satisfactory immigration status Compassionate Release/Medical Probation County Inmates. Restricted Scope – Medi-Cal benefits limited to all Medi-Cal covered emergency , mental health emergency (Title XIX), and pregnancy-related (Title XXI) services only.	Non-MAGI Emergency services 50% FFP/ 50% County; Pregnancy-related services 88% FFP/ 12% County
J4	CCRP/CMPP	Title XIX/Title XXI, Medi-Cal SOC for Undocumented /does not have satisfactory immigration status Compassionate Release/Medical Probation County Inmates. Restricted Scope – Medi-Cal benefits limited to all Medi-Cal covered emergency , mental health emergency (Title XIX), and pregnancy-related (Title XXI) services only.	Non-MAGI Emergency services 50% FFP/ 50% County; Pregnancy-related services 88% FFP/ 12% County
J5	CCRP/CMPP	Title XIX, Medi-Cal no SOC/SOC for aged (over 65 years old) Compassionate Release/Medical Probation County Inmates who reside in long term care (LTC) facilities. Full Scope - Individuals who are Medi-Cal eligible in aid code J5 will be entitled to all Medi-Cal covered LTC services because they are not considered to be incarcerated.	Non-MAGI 50% FFP/ 50% County

County Medi-Cal Inmate Program Aid Code Chart

Aid Code	Program	Description	Non-MAGI / MAGI Federal Financial Participation
J6	CCRP/CMPP	Title XIX/Title XXI, Medi-Cal no SOC/SOC for aged (over 65 years old) Undocumented Compassionate Release/Medical Probation County Inmates who reside in LTC facilities. Restricted Scope – Medi-Cal benefits limited to Medi-Cal covered emergency , mental health emergency (Title XIX), and pregnancy-related (Title XXI) services only. Covers all Medi-Cal covered LTC services.	Non-MAGI Emergency services 50% FFP/ 50% County; Pregnancy-related services 88% FFP/ 12% County; LTC services 100% County
J7	CCRP/CMPP	Title XIX, Medi-Cal no SOC/SOC for disabled (not on supplemental security income (SSI)) Compassionate Release/Medical Probation County Inmates who reside in LTC facilities. Full Scope - Individuals who are Medi-Cal eligible in aid code J7 will be entitled to all Medi-Cal covered LTC services because they are not considered to be incarcerated.	Non-MAGI 50% FFP/ 50% County
J8	CCRP/CMPP	Title XIX/Title XXI, Medi-Cal no SOC/SOC for disabled (not on SSI) Undocumented Compassionate Release/Medical Probation County Inmates who reside in LTC facilities. Restricted Scope – Medi-Cal benefits limited to all Medi-Cal covered emergency , mental health emergency (Title XIX), and pregnancy-related (Title XXI) services only. Covers all Medi-Cal covered LTC services.	Non-MAGI Emergency services 50% FFP/ 50% County; Pregnancy-related services 88% FFP/ 12% County; LTC services 100% County
*K6	CCRP/CCMP	Title XIX, Medi-Cal no SOC for County Compassionate Release/Medical Probation Program County Inmates. Newly eligible, citizen (with satisfactory immigration status individuals) aged 19 through 64 years of age with income 0 to 138% FPL, including disabled/blind with income 128% to 138% FPL. Full Scope - Covers all Medi-Cal covered services , including mental health services.	MAGI 100% FFP Family planning services 90% FFP/ 10% County
*K7	CCRP/CCMP	Title XIX/Title XXI, Medi-Cal no SOC for Undocumented Compassionate Release/Medical Probation Program County Inmates. Newly eligible individuals aged 19 through 64 years with income 0% to 138% FPL, including disabled/blind with income 128% to 138%FPL. Restricted Scope - Medi-Cal benefits limited to all Medi-Cal covered emergency , including labor/delivery and mental	MAGI Emergency services, including labor and delivery 100% FFP; Pregnancy-related services 88% FFP/ 12% County; Postpartum and LTC services 100% County

County Medi-Cal Inmate Program Aid Code Chart

Aid Code	Program	Description	Non-MAGI / MAGI Federal Financial Participation
		health (Title XIX), and all pregnancy-related (Title XXI) services only.	
*K8	CCRP/CCMP	Title XIX, Medi-Cal no SOC for County Compassionate Release/Medical Probation Program County Inmates. Not newly eligible , citizen and satisfactory immigration status individuals aged 19 through 64 years , including disabled/blind (not on SSI), with income 0% to 128%. Full Scope - Covers all Medi-Cal covered services , including mental health services.	MAGI 50% FFP / 50% County; Family planning services 90% FFP/ 10% County
*K9	CCRP/CCMP	Title XIX/Title XXI, Medi-Cal no SOC for Undocumented Compassionate Release/Medical Probation Program County Inmates. Not newly eligible individuals aged 19 through 64 years , including disabled/blind (not on SSI) with income 0% to 128% FPL. Restricted Scope - Medi-Cal benefits limited to all Medi-Cal covered emergency , including mental health (Title XIX) and all covered pregnancy-related (Title XXI) services.	MAGI Emergency services 50% FFP/ 50% County; Pregnancy-related services 88% FFP/ 12% County; Postpartum and LTC services 100% County

NOTE: *Implementation scheduled for December 2016

MEDI-CAL COUNTY INMATE PROGRAM AGREEMENT

Article 1 – Parties

- A. The parties to this Agreement (Agreement) are *Mono* (the County) and the California Department of Health Care Services (DHCS).
- B. The County may voluntarily choose to participate in the Medi-Cal County Inmate Program (MCIP) by entering into this Agreement as authorized by Welfare and Institutions Code sections 14053.7 and 14053.8, and Government Code sections 26605.6, 26605.7, and 26605.8.
- C. DHCS is the single state agency responsible for administering the California Medical Assistance Program (Medi-Cal), including MCIP, pursuant to California Welfare and Institutions Code section 14100.1.

Article 2 – Purpose of the Agreement

- A. The purpose of this Agreement is to set forth the terms a County must abide by in order to participate in MCIP. If a County does not participate in MCIP or does not abide by the terms of this Agreement, the County remains responsible for arranging for and paying for medical care for its inmates. MCIP creates budgetary savings for the County for the medical care provided to its Medi-Cal eligible inmates. MCIP, makes federal financial participation (FFP) available for medical care provided to Medi-Cal eligible county inmates. The County receives budgetary savings because it does not fund from the federal share of MCIP services for their Medi-Cal eligible inmates. MCIP services are provided by Medi-Cal providers to Medi-Cal eligible inmates, for which FFP- may be claimed consistent with federal law, including but not limited to subparagraph (A) following paragraph (29) of Section 1905(a) of the Social Security Act.
 - 1) MCIP allows the Medi-Cal providers to directly bill DHCS for MCIP services and DHCS will reimburse the Medi-Cal providers at their applicable Medi-Cal rate for the services rendered, to the extent FFP is available. DHCS will seek and retain FFP claimed for MCIP services and the County will reimburse DHCS any remaining balance for the claims paid by DHCS to the Medi-Cal provider for MCIP services, except for the MCIP services provided by public providers under the certified public expenditure (CPE) process.
 - 2) When the Medi-Cal provider is a Designated Public Hospital (DPH) or other public provider that incurs the cost of the nonfederal share pursuant to the CPE process, the Medi-Cal provider shall receive the FFP resulting from expenditures for the MCIP services. Notwithstanding the sentence above, DPHs may claim under Subparagraph 1 for MCIP services that are

not claimed through the CPE process established in the Demonstration Project.

- B. The County shall reimburse DHCS its apportioned share of the nonfederal share of the administrative costs incurred for the administration of MCIP based on Addendum A.

Article 3 – Term of the Agreement

Subject to the provisions of this Agreement, the term of this Agreement shall be three months from April 1, 2017, through June 30, 2017.

Article 4 – Maximum Payable Amount

- A. The amount under this Agreement that the County shall be obligated to reimburse DHCS for MCIP services paid by DHCS to Medi-Cal providers shall not exceed the nonfederal share of the Medi-Cal payments for MCIP services for the County’s inmates incurred by DHCS. The maximum payable amount shall not exceed: \$30,000.00. This amount is subject to the annual limitations listed below:

Year	MCIP Services Total Nonfederal Share
SFY 2016-17	\$30,000.00

- B. The amount that the County shall be obligated to pay DHCS for MCIP administrative services rendered under this Agreement shall not exceed its apportioned share of the nonfederal share of the federally claimable costs of administering MCIP incurred by DHCS. The maximum payable amount shall not exceed the County’s apportioned share, which shall be based on a methodology specified in *Addendum A*, which is: \$17.23. This amount is subject to the annual limitations listed below:

Year	MCIP Administrative Services Total Nonfederal Share for the County
SFY 2016-17	\$17.23

- C. The maximum payable amount under this Agreement shall not exceed \$30,017.23

- D. For future SFY periods not covered under this Agreement, the maximum payable amount will be determined through a new Agreement or an amendment to this Agreement.

Article 5 – Contact Persons

Any notice, request, demand or other communication required or permitted hereunder, shall be deemed to be properly given when deposited in the United States mail, postage prepaid, and addressed:

In the case of the County, to:

County Coordinator
Mono County
Attn: Arlene Mills, Finance Officer
Mono County Sheriff's Department
P.O. Box 616
Bridgeport, CA 93517

Or to such person or address as the County may furnish in writing or e-mail to DHCS.

In the case of DHCS, to:

California Department of Health Care Services
Safety Net Financing Division
Medi-Cal Supplemental Payments Section
Attn: Inmate Medi-Cal Claiming Unit
1501 Capitol Avenue, MS 4504
P.O. Box 997436
Sacramento, CA 95899-7436

Or to such person or address as DHCS may, from time to time, furnish in writing or email to County.

Article 6 – Payment Terms and Invoicing

A. General Terms

- 1) The County shall compensate DHCS for the County's apportioned share of the nonfederal share of MCIP administrative services, and for the nonfederal share of MCIP services listed in Article 7, as required by Welfare and Institutions Code sections 14053.7 and 14053.8, and Government Code sections 26605.6, 26605.7, and 26605.8, within sixty (60) days of receipt of an invoice from DHCS, which specifies both the total federally claimable cost, and the nonfederal share of the total cost, for payments DHCS has made to providers, except that the County shall

not reimburse the state for the nonfederal share of services billed by Medi-Cal providers under a CPE process, as described in Articles 8 and 11, below. MCIP administrative services and MCIP services shall be separately invoiced by DHCS to the County. Addendum A attached to this Agreement includes details regarding the nonfederal share of administrative costs. If the County is found to have overpaid DHCS comparing its owed nonfederal share to payments actually made, DHCS shall refund the overpayment to the County within forty-five (45) days of an invoice from the County, containing the same information. This refund may be made by offsetting the amount against the County's next quarterly payment due to DHCS.

- 2) Failure by the County to timely compensate DHCS pursuant to Paragraphs B and C shall constitute a material breach of this Agreement by the County, which, at DHCS' discretion, may result in termination by DHCS pursuant to Article 10. The County may cure such breach by rendering payment of the amount owed to DHCS prior to the termination of this Agreement.
- 3) In no event shall payment be made by the County for any invoice or portion thereof exceeding the respective maximum annual Agreement amount specified in Article 4. Payment for any MCIP administrative services rendered by DHCS or MCIP services paid by DHCS exceeding the respective maximum annual Agreement amount shall require an amendment to this Agreement pursuant to Article 9. If the County fails to execute a retroactive amendment to the maximum payable amount under this Agreement, DHCS shall terminate the Agreement pursuant to Article 10.
- 4) Payments shall be sent to DHCS at the following address (or such other address as DHCS may specify in writing):

California Department of Health Care Services
Safety Net Financing Division
Medi-Cal Supplemental Payments Section
Attn: Inmate Medi-Cal Claiming Unit
1501 Capitol Avenue, MS 4504
P.O. Box 997436
Sacramento, CA 95899-7436

B. MCIP Services

- 1) DHCS shall submit to the County a quarterly invoice for MCIP services that identifies the nonfederal share amount, and a report that contains information regarding paid claims data for the quarter, including information identifying the provider of services and the beneficiary, the

recipient aid code, and amount of reimbursement, and other information that may be agreed to between the parties.

- 2) The DHCS invoice shall not contain and the County shall not compensate DHCS for MCIP services provided by Medi-Cal providers where the County incurs the cost of providing MCIP services and claims them through the CPE process.
- 3) If the Medi-Cal provider renders MCIP services that are not reimbursable under the CPE process established, then the invoice shall contain and the County shall reimburse DHCS for the nonfederal share of DHCS' payments for these MCIP services.

C. MCIP Administrative Services

- 1) DHCS shall submit to the County an annual invoice for the County's apportioned share of the nonfederal share of MCIP administrative services based on Addendum A. The annual invoice for reimbursement identifies the following summarized categories of DHCS costs for the allocated SFY period billed: salary, benefits, operating expenses, and total costs. Costs shall be multiplied by one minus the Federal Medical Assistance Percentage applicable to such administrative costs subject to the limit on the amount reimbursable by the County under Article 4. For SFY 2016-17 and thereafter, DHCS shall submit annual invoices to the County no later than one hundred eighty (180) days following the close of the SFY.
- 2) The County shall not be obligated to pay DHCS for the MCIP administrative services covered by any invoice if DHCS presents the invoice to the County more than one (1) year after this Agreement terminates.

Article 7 – DHCS Responsibilities

A. MCIP Services

- 1) DHCS shall pay the appropriate Medi-Cal fee-for-service rate to Medi-Cal providers that directly bill DHCS for MCIP services rendered to the County's MCIP-eligible inmates and shall seek FFP. DHCS shall be responsible to pay such providers only to the extent the County commits to reimburse DHCS the nonfederal share of all federally reimbursable MCIP claims and for which FFP is available and retained by DHCS for the MCIP service claims.
- 2) DHCS shall maintain accounting records to a level of detail which identifies the actual expenditures incurred for MCIP services, the services

provided, the county responsible, the specific inmate treated, the inmate's aid code, and the specific provider billing.

- 3) DHCS shall submit claims in a timely manner to the federal Medicaid Program to draw down FFP for DHCS, and shall draw down and distribute FFP for MCIP services claimed through the CPE process. Such claims shall be submitted in compliance with all applicable laws and regulations.

B. MCIP Administrative Services

- 1) DHCS shall administer MCIP and this Agreement for claiming federal reimbursement for MCIP services. It is understood by both the County and DHCS that other administrative activities including, but not limited to, transporting MCIP eligible beneficiaries, arranging for their care and for their incarceration remain the administrative responsibilities of the County.
- 2) DHCS shall maintain accounting records to a level of detail which identifies the actual expenditures incurred for personnel services which includes salary/wages, benefits, overhead costs for DHCS's staff, as well as equipment and all related operating expenses applicable to these positions including, but not limited to, general expense, rent and supplies, and travel cost for identified staff and managerial staff working specifically on activities or assignments directly related to MCIP.

C. General Responsibilities

- 1) DHCS shall:
 - i. Ensure that an appropriate audit trail exists within DHCS records and accounting system and maintain expenditure data as indicated in this Agreement.
 - ii. Designate a person to act as liaison with County with regard to issues concerning this Agreement. This person shall be identified to County's contact person for this Agreement.
 - iii. Provide a written response by email or mail to County's contact person within thirty (30) days of receiving a written request for information related to MCIP.
 - iv. With each quarterly invoice, provide paid claim analysis report to the County regarding MCIP claims submitted by providers for the County's MCIP-eligible inmates, as used for the determination of the corresponding nonfederal share that is the County's obligation under this Agreement,

- 2) Should the scope of work or services to be performed under this Agreement conflict with DHCS' responsibilities under federal Medicaid law, the responsibilities under federal Medicaid law shall take precedence.
- 3) DHCS' cessation of any activities due to federal Medicaid law responsibilities does not relinquish the obligation of the County to reimburse DHCS for MCIP administrative costs and MCIP services incurred by DHCS in connection with this Agreement for periods in which the County participated in the program.
- 4) DHCS agrees to provide to the County, or any federal or state department having monitoring or reviewing authority, access to and the right to examine its applicable records and documents for compliance with relevant federal and state statutes, rules and regulations, and this Agreement.

Article 8 – County Responsibilities

A. MCIP Services

- 1) Except as provided in (vi.) of this section, the County is responsible for reimbursing DHCS for the nonfederal share of MCIP services paid by DHCS to Medi-Cal providers rendering MCIP services to the County's MCIP eligible beneficiaries.
 - i. The County may pay a Medi-Cal provider to the extent required by or otherwise permitted by state and federal law to arrange for services for the MCIP individuals. Such additional amounts shall be paid entirely with County funds, and shall not be eligible for Social Security Act Title XIX FFP.
 - ii. If DHCS pays the Medi-Cal provider more than what the county would have paid for services rendered, the county cannot request the difference from the Medi-Cal provider.
 - iii. If the county would have paid the Medi-Cal provider less than what DHCS paid the Medi-Cal provider, the county is still obligated to reimburse DHCS for the nonfederal share of the payment from DHCS for MCIP services.
 - iv. In the event that FFP is not available for any MCIP service claimed pursuant to this Agreement, the County shall be solely responsible for arranging and paying for any such MCIP service.
 - v. If the Centers for Medicare & Medicaid Services (CMS) determines an overpayment has occurred for a payment made to a Medi-Cal

provider for MCIP services to the County's MCIP-eligible inmate, including the application of any federal payment limit that reduces the amount of FFP available for MCIP services, then DHCS shall seek the overpayment amount from the provider and return the collected FFP to CMS and return the collected nonfederal share of the overpayment to the County. In the event that DHCS cannot recover from the Medi-Cal provider such overpayment, the County shall pay DHCS an amount equal to the FFP portion of the unrecovered amount to the extent that section 1903(d)(2)(D) of the Social Security Act is found not to apply.

- vi. The County is not responsible for reimbursing DHCS for the nonfederal share of expenditures for MCIP services provided by DPHs when those services are reimbursed under the CPE process because DHCS is not responsible for the nonfederal share of expenditures for MCIP services reimbursed in the CPE process.
- vii. The County is responsible for reimbursing DHCS for the nonfederal share of MCIP services provided by DPHs that are not reimbursed under the CPE process.

- 2) If CMS determines DHCS claimed a higher federal medical assistance percentage (FMAP) rate than is allowed and FFP is reduced by CMS for the MCIP services provided to a County's MCIP-eligible inmate for MCIP services, then the County shall hold DHCS harmless for the return of the FFP to CMS.

B. MCIP Administrative Services

- 1) As a condition of participating in MCIP, the County accepts its responsibility for reimbursing DHCS for the County's apportioned share of the nonfederal share of costs of MCIP administrative services based on Addendum A, performed by DHCS in administering MCIP, so that there is no expenditure from the State General Fund.
- 2) The County shall reimburse DHCS its allotted portion of the nonfederal share of funding for compensation, associated operating expenses, equipment, and travel costs for no more than 3.50 full-time equivalent (FTE) positions composed of: one-half (0.50) FTE Staff Service Manager I, two (2) FTE Staff Services Analysts/Associate Governmental Program Analysts, one-half (0.50) FTE Attorney, and one-half (0.50) FTE Accounting Officer, to be established and housed at DHCS, to support the reported expenditures submission process for obtaining federal reimbursement under this Agreement. The County's allotted portion shall be based on a methodology specified in Addendum A.

C. General Responsibilities

- 1) Upon the County's compliance with all applicable provisions in this Agreement and applicable laws, the County may send its MCIP-eligible inmates to Medi-Cal providers to receive MCIP services.
- 2) The County shall reimburse DHCS pursuant to Paragraphs A and B with funds from the County's General Fund, or from any other funds allowed under federal law and regulation, including but not limited to, Section 1903(w) of the Social Security Act and Code of Federal Regulations, title 42, part 433, subpart B.
- 3) In the event of any federal deferral or disallowance which is applicable to MCIP expenditures, the County shall provide all documents requested by DHCS within fourteen (14) days.
- 4) The County shall assist with the completion of and delivery of completed Medi-Cal applications to County Welfare Department (CWD) within 90 calendar days after the date of admission of the inmate to an Medi-Cal provider off of the grounds of the county correctional facility which results in an expected stay of more than 24 hours.

Article 9 – Amendments

- A. Amendments to this Agreement shall be made only by a writing signed by the parties to this Agreement and, if required by state law, by approval of the California Department of General Services. Notwithstanding the previous sentence, any update made to the appropriate contact persons identified in Article 5 may be made by e-mail to the other contact person or persons and without formal amendment.
- B. This Agreement shall be amended pursuant to findings from the periodic assessment identified in Article 11.H, to accurately reflect the State's administrative costs and MCIP medical care costs.

Article 10 – Termination and Agreement Disputes

- A. This Agreement may be terminated by any party upon written notice given at least thirty (30) calendar days prior to the termination date. Notice shall be addressed to the respective parties as identified in Article 5 of this Agreement. The County shall remain obliged after the termination date to pay for all MCIP administrative costs and MCIP services incurred by DHCS for periods in which it participated in the program.

- B. This Agreement shall be terminated upon cessation of MCIP. The County shall remain obliged after the termination date to pay for all of the County's apportioned share of MCIP administrative costs based on Addendum A and all of the County's MCIP services incurred by DHCS for periods in which it participated in the program.
- C. An informal dispute resolution process shall be undertaken prior to the dispute resolution processes described in Subparagraphs 1 to 2, below. In case of a dispute there shall be a discussion between the County and DHCS staff, and if not resolved then the County shall address the issue to DHCS in a written letter. If unresolved then the dispute resolution processes in Subparagraphs 1 to 2 shall be undertaken as appropriate.
- 1) Nothing in this Agreement shall prevent the County from pursuing any other administrative and judicial review available to it under law.
 - 2) Judicial review pursuant to Code of Civil Procedure section 1085 shall be available to resolve disputes relating to the terms, performance, or termination of this Agreement, or any act, failure to act, conduct, order, or decision of DHCS that violate this Agreement subject to Article 11.F.
- D. The terms of Article 6 (Payment Terms and Invoicing), Article 10 (Termination and Agreement Disputes), Article 11.B (Indemnification), and Article 11.D (Records) shall survive after the termination date.

Article 11 – General Provisions

A. Definitions.

- 1) The term "certified public expenditure process" or "CPE process" means the process established for the Medi-Cal program under state law (including but not limited to section 14166.1, et seq.), the California Medi-Cal state plan, and approved Medicaid demonstration projects and waivers through which public Medi-Cal providers claim federal financial participation for their allowable expenditures.
- 2) The term "days" as used in this Agreement shall mean calendar days unless specified otherwise.
- 3) The term "Demonstration Project" means the California Medi-Cal 2020 Demonstration, Number 11-W-00193/9, as approved by CMS effective beginning December 30, 2015.
- 4) The term "designated public hospital" is defined as set forth in the Demonstration Project, which shall be codified in state law at Welfare and

Institutions Code section 14184.10, subdivision (f) pursuant to SB 815 (2016), and as may be modified from time to time.

- 5) The term "inmate" as used in this Agreement includes the persons identified in Welfare and Institutions Code sections 14053.7(e)(2)(A) and 14053.8(k) "juvenile inmate," and Government Code sections 26605.6(a) "prisoner," 26605.7(a) "prisoner" and (d)(1) "probationer," and 26605.8 "prisoner" and "probationer."
- 6) The term "MCIP" or "Medi-Cal County Inmate Program" contains the following three components: the Adult County Inmate Program (ACIP), as authorized in state law pursuant to Welfare and Institutions Code section 14053.7 and Penal Code section 5072, the Juvenile County Ward Program (JCWP), as authorized in Welfare and Institutions Code section 14053.8, and the County Compassionate Release Program (CCRP) and County Medical Probation Program (CMPP), as authorized by Government Code sections 26605.6, 26605.7, and 26605.8.
- 7) "MCIP administrative services" means the administrative services provided by DHCS personnel for the administration of MCIP, which shall include, but not be limited to those services provided by the personnel in Article 8 when claiming federal reimbursement for MCIP services and seeking reimbursement for DHCS from the County.
- 8) "Medi-Cal provider" means, any individual, partnership, group association, corporation, institution, or entity and the officer, directors, owners, managing employees or agents of any partnership, group association, corporation, institution, or entity that provides services, goods, supplies, or merchandise, directly or indirectly, to a Medi-Cal beneficiary, and that has been enrolled in the Medi-Cal program.

For purposes of MCIP, a Medi-Cal provider may claim for MCIP services rendered to the MCIP-eligible inmate depending on the MCIP component program. For example, a clinic cannot seek reimbursement from DHCS for outpatient services provided to an ACIP inmate because the outpatient services provided are not allowable as MCIP services for ACIP. A Medi-Cal provider does not go through a separate Medi-Cal enrollment or certification process to participate in MCIP.

- 9) "MCIP services" constitutes all of the following, only to the extent federal financial participation is available: a) in ACIP, Medi-Cal allowable inpatient hospital services, including inpatient psychiatric services, and physician services provided during the inpatient hospital service stay of adult inmates in county correctional facilities who are determined eligible for Medi-Cal pursuant to Welfare and Institutions Code section 14053.7; b) in the Compassionate Release Program pursuant to Government Code

section 26605.6 and Medical Probation Program pursuant to Government Code section 26605.7, full-scope Medi-Cal services; c) in JCWP, Medi-Cal allowable inpatient hospital services, including inpatient psychiatric services and physician services, of juvenile inmates in county correctional facilities who are determined eligible for Medi-Cal services pursuant to Welfare and Institutions Code section 14053.8; and, d) any other Medi-Cal program for which federal reimbursement is available for coverage of adult inmates and juvenile inmates in county correctional facilities, if authorized by law and agreed to by the County and DHCS by amending this Agreement.

10)The term “Medi-Cal rate” means the reimbursement determined by the reimbursement methodology approved for the Medi-Cal provider under the California State Plan, or Social Security Act section 1115 Demonstration Project or section 1915 waiver.

11)The State Fiscal Year (SFY) begins on July 1st of each year and ends on June 30th in the subsequent calendar year.

- B. Indemnification. It is agreed that the County shall defend, hold harmless, and indemnify DHCS, its officers, employees, and agents from any and all reported expenditures, liability, loss, or expense (including reasonable attorney fees) for injuries or damage to any person, any property, or both which arise out of the terms and conditions of this Agreement and the negligent or intentional acts or omissions of the County, its officers, employees, or agents.
- C. Severability. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way. Notwithstanding the previous sentence, if a decision by a court of competent jurisdiction invalidates, voids, or renders unenforceable a term, condition, or provision in this Agreement that is included in the purpose of this Agreement then the parties to this Agreement shall either amend this Agreement pursuant to Article 9, or it shall be terminated pursuant to Article 10.
- D. Records. DHCS and the County shall maintain and preserve all records relating to this Agreement for a period of three (3) years from DHCS’ receipt of the last payment of FFP, or until three years after all audit findings are resolved, whichever is later. This does not limit any responsibilities held by DHCS or the County provided for elsewhere in this Agreement, or in state or federal law.
- E. Compliance with Applicable Laws. All parties performance under this Agreement shall be in accordance with all applicable federal and state laws, including, but not limited to:

- 1) The Americans with Disabilities Act of 1990, as amended;
- 2) Section 504 of the Rehabilitation Act of 1973, as amended;
- 3) Title XIX of the Social Security Act;
- 4) Welfare and Institutions Code section 14000 et seq.;
- 5) Government Code section 53060;
- 6) The California Medicaid State Plan;
- 7) Laws and regulations including, but not limited to those related to licensure, certification, confidentiality of records, quality assurance, and nondiscrimination;
- 8) The Policy and Procedure Letters, and similar instructions, published with regulatory authority;
- 9) Government Code sections 26605.6, 26606.7, and 26605.8;
- 10) Penal Code section 5072;
- 11) Title 42 of the Code of Federal Regulations; and,
- 12) California Code of Regulations.

F. Controlling Law and Venue. The validity of this Agreement and its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue of any action brought with regards to this Agreement shall be in any county in which the Attorney General maintains an office.

G. Integration Clause.

- 1) This Agreement and any exhibits and addendums attached hereto shall constitute the entire Agreement among the parties to it pertaining to the implementation of MCIP and supersedes any prior or contemporaneous understanding or agreement with respect to the subject matter of this Agreement.
- 2) Notwithstanding Subparagraph G.1., DHCS Form 9098 or DHCS Form 6208 (whichever is applicable) is incorporated by reference into this Agreement if the County has a DHCS Form 9098 or DHCS Form 6208 on record. Notwithstanding Subparagraph G.1., the terms of the DHCS Form 9098 or DHCS Form 6208 controls to the extent there is a conflict with this Agreement, except for Article 10 of this Agreement. If the DHCS Form 9098 or DHCS Form 6208 does not address a matter addressed by this Agreement, then this Agreement controls.

H. Periodic Assessment. Pursuant to Welfare and Institutions Code sections 14053.7 and 14053.8, and Government Code sections 26605.6, 26605.7, and 26605.8, the County enters into this Agreement in order to implement MCIP under which the County may participate and for which the County will pay the nonfederal share of all federally reimbursable administrative costs and medical care costs incurred by DHCS performing activities described in Article 7. The

County agrees that DHCS, in its sole discretion, may conduct a periodic assessment in consultation with the counties, of such costs incurred by DHCS to determine compliance with Welfare and Institutions Code sections 14053.7 and 14053.8, Penal Code section 5072, and Government Code sections 26605.6, 26605.7, and 26605.8, and DHCS agrees to ensure that all invoicing as described in Article 6 and any other relevant documentation will be accordingly updated to ensure compliance with Welfare and Institutions Code sections 14053.7 and 14053.8, Penal Code section 5072, and Government Code sections 26605.6, 26605.7, and 26605.8.

- I. Conformance Clause. Any provision of this Agreement in conflict with present or future governing authorities is hereby amended to conform to those authorities and such amended provisions supersede any conflicting provisions in this Agreement. The governing authorities include, but are not limited to the authorities listed in Article 11.E.
- J. Waiver. No covenant, condition, duty, obligation, or undertaking made a part of this Agreement shall be waived except by amendment of the Agreement by the parties hereto, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the other party to which the same may apply; and, until performance or satisfaction of all covenants, duties, obligations, or undertakings is complete, the party shall have the right to invoke any remedy available under this Agreement, or under law, notwithstanding such forbearance or indulgence.
- K. Third Party Benefit. None of the provisions of this Agreement are or shall be construed as for the benefit of, or enforceable by, any person not a party to this Agreement.
- L. Conflict of Interest. The County is subject to the Medi-Cal Conflict of Interest Law, as applicable and set forth in Welfare and Institutions Code section 14022 and Article 1.1 (commencing with section 14030), and implemented pursuant to California Code of Regulations, title 22, section 51466.
- M. Budget Contingency Clause.
 - 1) DHCS will seek an appropriation in the Budget Act each State fiscal year which would authorize DHCS to pay Medi-Cal providers for MCIP services. It is mutually agreed that if the State Budget Act of the current SFY or any subsequent SFYs covered under this Agreement does not appropriate any funds for MCIP, this Agreement shall be of no further force and effect. In this event, an Article 10.B termination shall be implemented and DHCS shall have no liability to pay any funds whatsoever to Medi-Cal providers for MCIP services for the County's inmates rendered through the termination date of this Agreement.

- 2) If funding associated with MCIP for any SFY is reduced by the State Budget Act DHCS shall have the option to cancel this Agreement, with no liability occurring to the State.

N. Limitation of State Liability.

- 1) Notwithstanding any other provision of this Agreement, DHCS shall be held harmless from any federal audit disallowance and interest resulting from payments made by the federal Medicaid program as reimbursement for claims providing services for MCIP, less the amounts already remitted to or recovered by DHCS for the disallowed claim.
- 2) To the extent that a federal audit disallowance and interest results from a claim or claims for which the Medi-Cal provider has received reimbursement for MCIP services under this Agreement, DHCS shall recoup from the Medi-Cal provider, upon written notice, amounts equal to the amount of the disallowance and interest in that fiscal year for the disallowed claim, less the amounts already remitted to or recovered by DHCS. All subsequent claims submitted to DHCS applicable to any previously disallowed claim, may be held in abeyance, with no payment made, until the federal disallowance issue is resolved.

O. Exclusions. The County shall comply with the following requirements:

- 1) The conviction of an employee or subcontractor of the County, or of an employee of a subcontractor, of any felony or of a misdemeanor involving fraud, abuse of any Medi-Cal beneficiary, or abuse of the Medi-Cal program, shall result in the exclusion of that employee or subcontractor, or employee of a subcontractor, from participation in MCIP except as a beneficiary.
- 2) Exclusion after conviction described in Article 11.O.1 shall result regardless of any subsequent order under Penal Code section 1203.4 allowing a person to withdraw his or her plea of guilty and to enter a plea of not guilty, or setting aside the verdict of guilty, or dismissing the accusation, information, or indictment.
- 3) Suspension or exclusion of an employee or a subcontractor, or of an employee of a subcontractor, from participation in the Medi-Cal program, the Medicaid program, or the Medicare program, shall result in the exclusion of that employee or subcontractor, or employee of a subcontractor, from participation in MCIP, except as a beneficiary.
- 4) Revocation, suspension, or restriction of the license, certificate, or registration of any employee, subcontractor, or employee of a

subcontractor, shall result in exclusion from MCIP, when such license, certificate, or registration is required for the provision of services.

P. Confidentiality. The County shall comply with the applicable confidentiality requirements as specified in Section 1902(a)(7) of the Social Security Act; Code of Federal Regulations, title 42, section 431.300; Welfare and Institutions Code section 14100.2; and California Code of Regulations, title 22, section 51009; and, the Business Associates Agreement attached and hereby incorporated by reference.

Q. Data Sharing.

1) The County shall comply with all provisions of the current Business Associates Agreement (BAA) incorporated by reference and made part of this Agreement as Addendum B.

2) The County shall comply with all of the requirements imposed by DHCS as required by the Social Security Administration (SSA) Agreement between DHCS and the Social Security Administration, which is incorporated by reference and made part of this Agreement as Addendum C.

i. Please note these documents are highly sensitive and confidential. Only the county Privacy and Security Officers or designee shall receive these documents, and disclosure shall be limited to the appropriate parties involved with Medi-Cal PII. These documents are not public and shall not be published on any website accessible by or otherwise made available to the public.

R. Agreement Signature Certification. The person signing this Agreement on behalf of the County shall complete and sign the certification incorporated by reference and made part of this Agreement as Addendum D.

The persons signing this Agreement on behalf of County and DHCS, as applicable, represent and warrant that he or she is an individual duly authorized and having authority to sign on behalf of, and approve for, County or DHCS, as applicable, and is authorized and designated to enter into and approve this Agreement on behalf of County or DHCS, as applicable.

Mono County

Signature: _____

Name: Stacy Corless

Title: Chair, Mono County Board of Supervisors

Date: _____


**CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES
Contract Management Unit**

Signature: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

Mono County Counsel Office
Dated: 01/17/17

ADDENDUM A: MCIP Administrative Costs

The Medi-Cal County Inmate Program (MCIP) agreement is a one-year contract giving counties the option to participate on an annual basis. However, the agreement for SFY 2016-17, will be for services between April 2017-June 2017. Timelines for SFY 2016-17 and SFY 2017-18 have been revised; please see below.

The methodology for calculating each county's nonfederal share of administrative costs was developed by DHCS, in consultation with the California State Association of Counties, County Health Executives Association of California, California Association of Public Hospitals and Health Systems, and the California State Sheriffs' Association. For SFY 2016-17 and SFY 2017-18 the nonfederal share of administrative costs allocated to each county will be based on the following:

- 30% of the total administrative costs will be distributed evenly to participating counties over 50,000 in population. *
- 70% of the total administrative costs will be allocated to participating counties pro-rata based on population. *

**Population data will be obtained from the California Department of Finance, Demographic Estimates*

DHCS will invoice participating counties for the nonfederal share of administrative costs six months after the close of the SFY based on calculated administrative costs per the methodology above, not exceeding the estimated amounts in the MCIP agreements.

Timeline:

- **November 10, 2016** – DHCS sent the MCIP agreements to all counties for the SFY 2016-17.
- **December 21, 2016** – DHCS will send the MCIP agreement for SFY 2017-18 and County Participation Forms for SFY 2016-17 and SFY 2017-18 to all counties. Counties will certify participation or non-participation in the MCIP in order for DHCS to calculate the administrative costs for participating counties.
- **January 9, 2017**–All Counties will submit their County Participation Form for SFY 2016-17 and SFY 2017-18.
- **January 13, 2017** – DHCS will send out the nonfederal share of the administrative costs to participating Counties.
- **February 15, 2017**- Participating Counties will submit the signed MCIP agreement for SFY 2016-17 and SFY 2017-18 to DHCS.
- **April 1, 2017**- DHCS will ensure agreements are in place for counties participating SFY 2016-17.
- **May 1, 2017**- DHCS will ensure agreements are in place for counties participating SFY 2017-18.

ADDENDUM B
HIPAA Business Associate Addendum

I. Recitals

- A. This Contract (Agreement) has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), 42 U.S.C. section 17921 et seq., and their implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations").
- B. The Department of Health Care Services ("DHCS") wishes to disclose to Business Associate certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI"), including protected health information in electronic media ("ePHI"), under federal law, and personal information ("PI") under state law.
- C. As set forth in this Agreement, Contractor, here and after, is the Business Associate of DHCS acting on DHCS' behalf and provides services, arranges, performs or assists in the performance of functions or activities on behalf of DHCS and creates, receives, maintains, transmits, uses or discloses PHI and PI. DHCS and Business Associate are each a party to this Agreement and are collectively referred to as the "parties."
- D. The purpose of this Addendum is to protect the privacy and security of the PHI and PI that may be created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, and to comply with certain standards and requirements of HIPAA, the HITECH Act and the HIPAA regulations, including, but not limited to, the requirement that DHCS must enter into a contract containing specific requirements with Contractor prior to the disclosure of PHI to Contractor, as set forth in 45 CFR Parts 160 and 164 and the HITECH Act, and the Final Omnibus Rule as well as the Alcohol and Drug Abuse patient records confidentiality law 42 CFR Part 2, and any other applicable state or federal law or regulation. 42 CFR section 2.1(b)(2)(B) allows for the disclosure of such records to qualified personnel for the purpose of conducting management or financial audits, or program evaluation. 42 CFR Section 2.53(d) provides that patient identifying information disclosed under this section may be disclosed only back to the program from which it was obtained and used only to carry out an audit or evaluation purpose or to investigate or prosecute criminal or other activities, as authorized by an appropriate court order.
- E. The terms used in this Addendum, but not otherwise defined, shall have the same meanings as those terms have in the HIPAA regulations. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

II. Definitions

- A. Breach shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, and the Final Omnibus Rule.
- B. Business Associate shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, and the final Omnibus Rule.
- C. Covered Entity shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, and Final Omnibus Rule.
- D. Electronic Health Record shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C Section 17921 and implementing regulations.

ADDENDUM B
HIPAA Business Associate Addendum

- E. Electronic Protected Health Information (ePHI) means individually identifiable health information transmitted by electronic media or maintained in electronic media, including but not limited to electronic media as set forth under 45 CFR section 160.103.
- F. Individually Identifiable Health Information means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer or health care clearinghouse, and relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, as set forth under 45 CFR section 160.103.
- G. Privacy Rule shall mean the HIPAA Regulation that is found at 45 CFR Parts 160 and 164.
- H. Personal Information shall have the meaning given to such term in California Civil Code section 1798.29.
- I. Protected Health Information means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as set forth under 45 CFR section 160.103.
- J. Required by law, as set forth under 45 CFR section 164.103, means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
- K. Secretary means the Secretary of the U.S. Department of Health and Human Services ("HHS") or the Secretary's designee.
- L. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PI, or confidential data that is essential to the ongoing operation of the Business Associate's organization and intended for internal use; or interference with system operations in an information system.
- M. Security Rule shall mean the HIPAA regulation that is found at 45 CFR Parts 160 and 164.
- N. Unsecured PHI shall have the meaning given to such term under the HITECH Act, 42 U.S.C. section 17932(h), any guidance issued pursuant to such Act, and the HIPAA regulations.

III. Terms of Agreement

A. Permitted Uses and Disclosures of PHI by Business Associate

Permitted Uses and Disclosures. Except as otherwise indicated in this Addendum, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement, for, or on behalf of DHCS, provided that such use or disclosure would not violate the HIPAA regulations, if done by DHCS. Any such use or disclosure must, to the extent practicable, be limited to the limited data set, as defined in 45 CFR section 164.514(e)(2), or, if needed, to the minimum necessary to accomplish

ADDENDUM B
HIPAA Business Associate Addendum

the intended purpose of such use or disclosure, in compliance with the HITECH Act and any guidance issued pursuant to such Act, the HIPAA regulations, the Final Omnibus Rule and 42 CFR Part 2.

1. **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Addendum, Business Associate may:
 - a. **Use and disclose for management and administration.** Use and disclose PHI for the proper management and administration of the Business Associate provided that such disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
 - b. **Provision of Data Aggregation Services.** Use PHI to provide data aggregation services to DHCS. Data aggregation means the combining of PHI created or received by the Business Associate on behalf of DHCS with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of DHCS.

B. Prohibited Uses and Disclosures

1. Business Associate shall not disclose PHI about an individual to a health plan for payment or health care operations purposes if the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 U.S.C. section 17935(a) and 45 CFR section 164.522(a).
2. Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of DHCS and as permitted by 42 U.S.C. section 17935(d)(2).

C. Responsibilities of Business Associate

Business Associate agrees:

1. **Nondisclosure.** Not to use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.
2. **Safeguards.** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of DHCS, in compliance with 45 CFR sections 164.308, 164.310 and 164.312, and to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR section 164, subpart C, in compliance with 45 CFR section 164.316. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section 3, Security, below. Business Associate will provide DHCS with its current and updated policies.

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3. **Security.** To take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:
- a. Complying with all of the data system security precautions listed in Attachment A, the Business Associate Data Security Requirements;
 - b. Achieving and maintaining compliance with the HIPAA Security Rule (45 CFR Parts 160 and 164), as necessary in conducting operations on behalf of DHCS under this Agreement;
 - c. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III - Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and
 - d. In case of a conflict between any of the security standards contained in any of these enumerated sources of security standards, the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to PHI from unauthorized disclosure. Further, Business Associate must comply with changes to these standards that occur after the effective date of this Agreement.

Business Associate shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this section and for communicating on security matters with DHCS.

- D. Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Addendum.

E. Business Associate's Agents and Subcontractors.

1. To enter into written agreements with any agents, including subcontractors and vendors, to whom Business Associate provides PHI or PI received from or created or received by Business Associate on behalf of DHCS, that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to Business Associate with respect to such PHI and PI under this Addendum, and that comply with all applicable provisions of HIPAA, the HITECH Act the HIPAA regulations, and the Final Omnibus Rule, including the requirement that any agents, subcontractors or vendors implement reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI and PI. Business associates are directly liable under the HIPAA Rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of protected health information that are not authorized by its contract or required by law. A business associate also is directly liable and subject to civil penalties for failing to safeguard electronic protected health information in accordance with the HIPAA Security Rule. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits protected health information on behalf of another business associate. Business Associate shall incorporate, when applicable, the relevant provisions of this Addendum into each subcontract or subaward to such agents, subcontractors and vendors, including the requirement that any security incidents or breaches of unsecured PHI or PI be reported to Business Associate.

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2. In accordance with 45 CFR section 164.504(e)(1)(ii), upon Business Associate's knowledge of a material breach or violation by its subcontractor of the agreement between Business Associate and the subcontractor, Business Associate shall:
 - a. Provide an opportunity for the subcontractor to cure the breach or end the violation and terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by DHCS; or
 - b. Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.

F. Availability of Information to DHCS and Individuals. To provide access and information:

1. To provide access as DHCS may require, and in the time and manner designated by DHCS (upon reasonable notice and during Business Associate's normal business hours) to PHI in a Designated Record Set, to DHCS (or, as directed by DHCS), to an Individual, in accordance with 45 CFR section 164.524. Designated Record Set means the group of records maintained for DHCS that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for DHCS health plans; or those records used to make decisions about individuals on behalf of DHCS. Business Associate shall use the forms and processes developed by DHCS for this purpose and shall respond to requests for access to records transmitted by DHCS within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.
2. If Business Associate maintains an Electronic Health Record with PHI, and an individual requests a copy of such information in an electronic format, Business Associate shall provide such information in an electronic format to enable DHCS to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. section 17935(e).
3. If Business Associate receives data from DHCS that was provided to DHCS by the Social Security Administration, upon request by DHCS, Business Associate shall provide DHCS with a list of all employees, contractors and agents who have access to the Social Security data, including employees, contractors and agents of its subcontractors and agents.

G. Amendment of PHI. To make any amendment(s) to PHI that DHCS directs or agrees to pursuant to 45 CFR section 164.526, in the time and manner designated by DHCS.

H. Internal Practices. To make Business Associate's internal practices, books and records relating to the use and disclosure of PHI received from DHCS, or created or received by Business Associate on behalf of DHCS, available to DHCS or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by DHCS or by the Secretary, for purposes of determining DHCS' compliance with the HIPAA regulations. If any information needed for this purpose is in the exclusive possession of any other entity or person and the other entity or person fails or refuses to furnish the information to Business Associate, Business Associate shall so certify to DHCS and shall set forth the efforts it made to obtain the information.

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- I. **Documentation of Disclosures.** To document and make available to DHCS or (at the direction of DHCS) to an Individual such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of PHI, in accordance with the HITECH Act and its implementing regulations, including but not limited to 45 CFR section 164.528 and 42 U.S.C. section 17935(c). If Business Associate maintains electronic health records for DHCS as of January 1, 2009, Business Associate must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations, effective with disclosures on or after January 1, 2014. If Business Associate acquires electronic health records for DHCS after January 1, 2009, Business Associate must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations, effective with disclosures on or after the date the electronic health record is acquired, or on or after January 1, 2011, whichever date is later. The electronic accounting of disclosures shall be for disclosures during the three years prior to the request for an accounting.
- J. **Breaches and Security Incidents.** During the term of this Agreement, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:
1. **Notice to DHCS.** (1) To notify DHCS **immediately** upon the discovery of a suspected security incident that involves data provided to DHCS by the Social Security Administration. This notification will be **by telephone call plus email or fax** upon the discovery of the breach. (2) To notify DHCS **within 24 hours by email or fax** of the discovery of unsecured PHI or PI in electronic media or in any other media if the PHI or PI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Business Associate as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Business Associate.

Notice shall be provided to the DHCS Program Contract Manager, the DHCS Privacy Officer and the DHCS Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves data provided to DHCS by the Social Security Administration, notice shall be provided by calling the DHCS EITS Service Desk. Notice shall be made using the "DHCS Privacy Incident Report" form, including all information known at the time. Business Associate shall use the most current version of this form, which is posted on the DHCS Privacy Office website (www.dhcs.ca.gov, then select "Privacy" in the left column and then "Business Use" near the middle of the page) or use this link:

<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx>

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI, Business Associate shall take:

- a. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
- b. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

ADDENDUM B
HIPAA Business Associate Addendum

2. **Investigation and Investigation Report.** To immediately investigate such security incident, breach, or unauthorized access, use or disclosure of PHI or PI. If the initial report did not include all of the requested information marked with an asterisk, then within 72 hours of the discovery, Business Associate shall submit an updated "DHCS Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer:
3. **Complete Report.** To provide a complete report of the investigation to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. If all of the required information was not included in either the initial report, or the Investigation Report, then a separate Complete Report must be submitted. The report shall be submitted on the "DHCS Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, the HIPAA regulations and/or state law. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that listed on the "DHCS Privacy Incident Report" form, Business Associate shall make reasonable efforts to provide DHCS with such information. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "DHCS Privacy Incident Report" form. DHCS will review and approve or disapprove the determination of whether a breach occurred, is reportable to the appropriate entities, if individual notifications are required, and the corrective action plan.
4. **Notification of Individuals.** If the cause of a breach of PHI or PI is attributable to Business Associate or its subcontractors, agents or vendors, Business Associate shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The notifications shall comply with the requirements set forth in 42 U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days. The DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.
5. **Responsibility for Reporting of Breaches.** If the cause of a breach of PHI or PI is attributable to Business Associate or its agents, subcontractors or vendors, Business Associate is responsible for all required reporting of the breach as specified in 42 U.S.C. section 17932 and its implementing regulations, including notification to media outlets and to the Secretary. If a breach of unsecured PHI involves more than 500 residents of the State of California or its jurisdiction, Business Associate shall notify the Secretary of the breach immediately upon discovery of the breach. If Business Associate has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to DHCS in addition to Business Associate, Business Associate shall notify DHCS, and DHCS and Business Associate may take appropriate action to prevent duplicate reporting. The breach reporting requirements of this paragraph are in addition to the reporting requirements set forth in subsection 1, above.
6. **DHCS Contact Information.** To direct communications to the above referenced DHCS staff, the Contractor shall initiate contact as indicated herein. DHCS reserves the right to make changes to the

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 HIPAA Business Associate Addendum

contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

DHCS Program Contract Manager	DHCS Privacy Officer	DHCS Information Security Officer
See the Scope of Work exhibit for Program Contract Manager information	Privacy Officer c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 Email: privacyofficer@dhcs.ca.gov Telephone: (916) 445-4646 Fax: (916) 440-7680	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: iso@dhcs.ca.gov Fax: (916) 440-5537 Telephone: EITS Service Desk (916) 440-7000 or (800) 579-0874

K. Termination of Agreement. In accordance with Section 13404(b) of the HITECH Act and to the extent required by the HIPAA regulations, if Business Associate knows of a material breach or violation by DHCS of this Addendum, it shall take the following steps:

1. Provide an opportunity for DHCS to cure the breach or end the violation and terminate the Agreement if DHCS does not cure the breach or end the violation within the time specified by Business Associate; or
2. Immediately terminate the Agreement if DHCS has breached a material term of the Addendum and cure is not possible.

L. Due Diligence. Business Associate shall exercise due diligence and shall take reasonable steps to ensure that it remains in compliance with this Addendum and is in compliance with applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, and that its agents, subcontractors and vendors are in compliance with their obligations as required by this Addendum.

M. Sanctions and/or Penalties. Business Associate understands that a failure to comply with the provisions of HIPAA, the HITECH Act and the HIPAA regulations that are applicable to Business Associate may result in the imposition of sanctions and/or penalties on Business Associate under HIPAA, the HITECH Act and the HIPAA regulations.

IV. Obligations of DHCS

DHCS agrees to:

A. Notice of Privacy Practices. Provide Business Associate with the Notice of Privacy Practices that DHCS produces in accordance with 45 CFR section 164.520, as well as any changes to such notice. Visit the DHCS Privacy Office to view the most current Notice of Privacy Practices at: <http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/default.aspx> or the DHCS website at www.dhcs.ca.gov (select "Privacy in the left column and "Notice of Privacy Practices" on the right side of the page).

B. Permission by Individuals for Use and Disclosure of PHI. Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.

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- C. *Notification of Restrictions.*** Notify the Business Associate of any restriction to the use or disclosure of PHI that DHCS has agreed to in accordance with 45 CFR section 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.
- D. *Requests Conflicting with HIPAA Rules.*** Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by DHCS.

V. Audits, Inspection and Enforcement

- A.** From time to time, DHCS may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement and this Addendum. Business Associate shall promptly remedy any violation of any provision of this Addendum and shall certify the same to the DHCS Privacy Officer in writing. The fact that DHCS inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Addendum, nor does DHCS':
1. Failure to detect or
 2. Detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of DHCS' enforcement rights under this Agreement and this Addendum.
- B.** If Business Associate is the subject of an audit, compliance review, or complaint investigation by the Secretary or the Office of Civil Rights, U.S. Department of Health and Human Services, that is related to the performance of its obligations pursuant to this HIPAA Business Associate Addendum, Business Associate shall notify DHCS and provide DHCS with a copy of any PHI or PI that Business Associate provides to the Secretary or the Office of Civil Rights concurrently with providing such PHI or PI to the Secretary. Business Associate is responsible for any civil penalties assessed due to an audit or investigation of Business Associate, in accordance with 42 U.S.C. section 17934(c).

VI. Termination

- A. *Term.*** The Term of this Addendum shall commence as of the effective date of this Addendum and shall extend beyond the termination of the contract and shall terminate when all the PHI provided by DHCS to Business Associate, or created or received by Business Associate on behalf of DHCS, is destroyed or returned to DHCS, in accordance with 45 CFR 164.504(e)(2)(ii)(I).
- B. *Termination for Cause.*** In accordance with 45 CFR section 164.504(e)(1)(ii), upon DHCS' knowledge of a material breach or violation of this Addendum by Business Associate, DHCS shall:
1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by DHCS; or
 2. Immediately terminate this Agreement if Business Associate has breached a material term of this Addendum and cure is not possible.

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- C. *Judicial or Administrative Proceedings.*** Business Associate will notify DHCS if it is named as a defendant in a criminal proceeding for a violation of HIPAA. DHCS may terminate this Agreement if Business Associate is found guilty of a criminal violation of HIPAA. DHCS may terminate this Agreement if a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined.
- D. *Effect of Termination.*** Upon termination or expiration of this Agreement for any reason, Business Associate shall return or destroy all PHI received from DHCS (or created or received by Business Associate on behalf of DHCS) that Business Associate still maintains in any form, and shall retain no copies of such PHI. If return or destruction is not feasible, Business Associate shall notify DHCS of the conditions that make the return or destruction infeasible, and DHCS and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. Business Associate shall continue to extend the protections of this Addendum to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

VII. Miscellaneous Provisions

- A. *Disclaimer.*** DHCS makes no warranty or representation that compliance by Business Associate with this Addendum, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- B. *Amendment.*** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon DHCS' request, Business Associate agrees to promptly enter into negotiations with DHCS concerning an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable laws. DHCS may terminate this Agreement upon thirty (30) days written notice in the event:
1. Business Associate does not promptly enter into negotiations to amend this Addendum when requested by DHCS pursuant to this Section; or
 2. Business Associate does not enter into an amendment providing assurances regarding the safeguarding of PHI that DHCS in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.
- C. *Assistance in Litigation or Administrative Proceedings.*** Business Associate shall make itself and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under this Agreement, available to DHCS at no cost to DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by the Business Associate, except where Business Associate or its subcontractor, employee or agent is a named adverse party.

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- D. *No Third-Party Beneficiaries.*** Nothing express or implied in the terms and conditions of this Addendum is intended to confer, nor shall anything herein confer, upon any person other than DHCS or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- E. *Interpretation.*** The terms and conditions in this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the HIPAA regulations and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act and the HIPAA regulations.
- F. *Regulatory References.*** A reference in the terms and conditions of this Addendum to a section in the HIPAA regulations means the section as in effect or as amended.
- G. *Survival.*** The respective rights and obligations of Business Associate under Section VI.D of this Addendum shall survive the termination or expiration of this Agreement.
- H. *No Waiver of Obligations.*** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

ADDENDUM B
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Attachment A
Business Associate Data Security Requirements

I. Personnel Controls

- A. *Employee Training.*** All workforce members who assist in the performance of functions or activities on behalf of DHCS, or access or disclose DHCS PHI or PI must complete information privacy and security training, at least annually, at Business Associate's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.
- B. *Employee Discipline.*** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
- C. *Confidentiality Statement.*** All persons that will be working with DHCS PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to DHCS PHI or PI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for DHCS inspection for a period of six (6) years following contract termination.
- D. *Background Check.*** Before a member of the workforce may access DHCS PHI or PI, a thorough background check of that worker must be conducted, with evaluation of the results to assure that there is no indication that the worker may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

II. Technical Security Controls

- A. *Workstation/Laptop encryption.*** All workstations and laptops that process and/or store DHCS PHI or PI must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the DHCS Information Security Office.
- B. *Server Security.*** Servers containing unencrypted DHCS PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- C. *Minimum Necessary.*** Only the minimum necessary amount of DHCS PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.
- D. *Removable media devices.*** All electronic files that contain DHCS PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smartphones, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.
- E. *Antivirus software.*** All workstations, laptops and other systems that process and/or store DHCS PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

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- F. Patch Management.** All workstations, laptops and other systems that process and/or store DHCS PHI or PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- G. User IDs and Password Controls.** All users must be issued a unique user name for accessing DHCS PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
- Upper case letters (A-Z)
 - Lower case letters (a-z)
 - Arabic numerals (0-9)
 - Non-alphanumeric characters (punctuation symbols)
- H. Data Destruction.** When no longer needed, all DHCS PHI or PI must be cleared, purged, or destroyed consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the PHI or PI cannot be retrieved.
- I. System Timeout.** The system providing access to DHCS PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- J. Warning Banners.** All systems providing access to DHCS PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
- K. System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DHCS PHI or PI, or which alters DHCS PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If DHCS PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- L. Access Controls.** The system providing access to DHCS PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.

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- M. *Transmission encryption.*** All data transmissions of DHCS PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PHI can be encrypted. This requirement pertains to any type of PHI or PI in motion such as website access, file transfer, and E-Mail.
- N. *Intrusion Detection.*** All systems involved in accessing, holding, transporting, and protecting DHCS PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

III. Audit Controls

- A. *System Security Review.*** All systems processing and/or storing DHCS PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
- B. *Log Reviews.*** All systems processing and/or storing DHCS PHI or PI must have a routine procedure in place to review system logs for unauthorized access.
- C. *Change Control.*** All systems processing and/or storing DHCS PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

IV. Business Continuity / Disaster Recovery Controls

- A. *Emergency Mode Operation Plan.*** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic DHCS PHI or PI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.
- B. *Data Backup Plan.*** Contractor must have established documented procedures to backup DHCS PHI to maintain retrievable exact copies of DHCS PHI or PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data.

V. Paper Document Controls

- A. *Supervision of Data.*** DHCS PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DHCS PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. *Escorting Visitors.*** Visitors to areas where DHCS PHI or PI is contained shall be escorted and DHCS PHI or PI shall be kept out of sight while visitors are in the area.
- C. *Confidential Destruction.*** DHCS PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.

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- D. **Removal of Data.** DHCS PHI or PI must not be removed from the premises of the Contractor except with express written permission of DHCS.
- E. **Faxing.** Faxes containing DHCS PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
- F. **Mailing.** Mailings of DHCS PHI or PI shall be sealed and secured from damage or inappropriate viewing of PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of DHCS PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of DHCS to use another method is obtained.



JENNIFER KENT
DIRECTOR

State of California—Health and Human Services Agency
Department of Health Care Services



EDMUND G. BROWN JR.
GOVERNOR

**ADDENDUM D: Medi-Cal County Inmate Program (MCIP) FY 2016-17 Agreement
County Certification Form**

I hereby certify, under penalty of perjury, that I am the County Representative and have the authority to sign on behalf of the County of Mono, for the period of April / 2017 through June / 2017 /.

County Official Name: Stacy Corless

County Official Title: Chair, Mono County Board of Supervisors

County Official _____ Date _____
Signature

Primary Contact: Arlene Mills

Alternate Contact: Janet Dutcher

Phone: 760-932-7278

Phone: 760-932-5494

Email: amills@monosheriff.org

Email: jdutcher@mono.ca.gov

Submit completed form to:
DEPARTMENT OF HEALTH CARE SERVICES
INMATE MEDI-CAL CLAIMING UNIT
P.O. BOX 997436, MS 4504
SACRAMENTO, CA 95899-7436
EMAIL: DHCSIMCU@dhcs.ca.gov

MEDI-CAL COUNTY INMATE PROGRAM AGREEMENT

Article 1 – Parties

- A. The parties to this Agreement (Agreement) are *Mono* (the County) and the California Department of Health Care Services (DHCS).
- B. The County may voluntarily choose to participate in the Medi-Cal County Inmate Program (MCIP) by entering into this Agreement as authorized by Welfare and Institutions Code sections 14053.7 and 14053.8, and Government Code sections 26605.6, 26605.7, and 26605.8.
- C. DHCS is the single state agency responsible for administering the California Medical Assistance Program (Medi-Cal), including MCIP, pursuant to California Welfare and Institutions Code section 14100.1.

Article 2 – Purpose of the Agreement

- A. The purpose of this Agreement is to set forth the terms a County must abide by in order to participate in MCIP. If a County does not participate in MCIP or does not abide by the terms of this Agreement, the County remains responsible for arranging for and paying for medical care for its inmates. MCIP creates budgetary savings for the County for the medical care provided to its Medi-Cal eligible inmates. MCIP, makes federal financial participation (FFP) available for medical care provided to Medi-Cal eligible county inmates. The County receives budgetary savings because it does not fund from the federal share of MCIP services for their Medi-Cal eligible inmates. MCIP services are provided by Medi-Cal providers to Medi-Cal eligible inmates, for which FFP- may be claimed consistent with federal law, including but not limited to subparagraph (A) following paragraph (29) of Section 1905(a) of the Social Security Act.
 - 1) MCIP allows the Medi-Cal providers to directly bill DHCS for MCIP services and DHCS will reimburse the Medi-Cal providers at their applicable Medi-Cal rate for the services rendered, to the extent FFP is available. DHCS will seek and retain FFP claimed for MCIP services and the County will reimburse DHCS any remaining balance for the claims paid by DHCS to the Medi-Cal provider for MCIP services, except for the MCIP services provided by public providers under the certified public expenditure (CPE) process.
 - 2) When the Medi-Cal provider is a Designated Public Hospital (DPH) or other public provider that incurs the cost of the nonfederal share pursuant to the CPE process, the Medi-Cal provider shall receive the FFP resulting from expenditures for the MCIP services. Notwithstanding the sentence above, DPHs may claim under Subparagraph 1 for MCIP services that are

not claimed through the CPE process established in the Demonstration Project.

- B. The County shall reimburse DHCS its apportioned share of the nonfederal share of the administrative costs incurred for the administration of MCIP based on Addendum A.

Article 3 – Term of the Agreement

Subject to the provisions of this Agreement, the term of this Agreement shall be one year from July 1, 2017 through June 30, 2018.

Article 4 – Maximum Payable Amount

- A. The amount under this Agreement that the County shall be obligated to reimburse DHCS for MCIP services paid by DHCS to Medi-Cal providers shall not exceed the nonfederal share of the Medi-Cal payments for MCIP services for the County's inmates incurred by DHCS. The maximum payable amount shall not exceed: \$120,000.00 This amount is subject to the annual limitations listed below:

Year	MCIP Services Total Nonfederal Share
SFY 2017-18	\$120,000.00

- B. The amount that the County shall be obligated to pay DHCS for MCIP administrative services rendered under this Agreement shall not exceed its apportioned share of the nonfederal share of the federally claimable costs of administering MCIP incurred by DHCS. The maximum payable amount shall not exceed the County's apportioned share, which shall be based on a methodology specified in *Addendum A*, which is: \$57.39. This amount is subject to the annual limitations listed below:

Year	MCIP Administrative Services Total Nonfederal Share for the County
SFY 2017-18	\$ 57.39

- C. The maximum payable amount under this Agreement shall not exceed \$120,057.39.

- D. For future SFY periods not covered under this Agreement, the maximum payable amount will be determined through a new Agreement or an amendment to this Agreement.

Article 5 – Contact Persons

Any notice, request, demand or other communication required or permitted hereunder, shall be deemed to be properly given when deposited in the United States mail, postage prepaid, and addressed:

In the case of the County, to:

County Coordinator
Mono County
Attn: Arlene Mills, Finance Officer
Mono County Sheriff's Department
P.O. Box 616
Bridgeport, CA 93517

Or to such person or address as the County may furnish in writing or e-mail to DHCS.

In the case of DHCS, to:

California Department of Health Care Services
Safety Net Financing Division
Medi-Cal Supplemental Payments Section
Attn: Inmate Medi-Cal Claiming Unit
1501 Capitol Avenue, MS 4504
P.O. Box 997436
Sacramento, CA 95899-7436

Or to such person or address as DHCS may, from time to time, furnish in writing or email to County.

Article 6 – Payment Terms and Invoicing

A. General Terms

- 1) The County shall compensate DHCS for the County's apportioned share of the nonfederal share of MCIP administrative services, and for the nonfederal share of MCIP services listed in Article 7, as required by Welfare and Institutions Code sections 14053.7 and 14053.8, and Government Code sections 26605.6, 26605.7, and 26605.8, within sixty (60) days of receipt of an invoice from DHCS, which specifies both the total federally claimable cost, and the nonfederal share of the total cost, for payments DHCS has made to providers, except that the County shall

not reimburse the state for the nonfederal share of services billed by Medi-Cal providers under a CPE process, as described in Articles 8 and 11, below. MCIP administrative services and MCIP services shall be separately invoiced by DHCS to the County. Addendum A attached to this Agreement includes details regarding the nonfederal share of administrative costs. If the County is found to have overpaid DHCS comparing its owed nonfederal share to payments actually made, DHCS shall refund the overpayment to the County within forty-five (45) days of an invoice from the County, containing the same information. This refund may be made by offsetting the amount against the County's next quarterly payment due to DHCS.

- 2) Failure by the County to timely compensate DHCS pursuant to Paragraphs B and C shall constitute a material breach of this Agreement by the County, which, at DHCS' discretion, may result in termination by DHCS pursuant to Article 10. The County may cure such breach by rendering payment of the amount owed to DHCS prior to the termination of this Agreement.
- 3) In no event shall payment be made by the County for any invoice or portion thereof exceeding the respective maximum annual Agreement amount specified in Article 4. Payment for any MCIP administrative services rendered by DHCS or MCIP services paid by DHCS exceeding the respective maximum annual Agreement amount shall require an amendment to this Agreement pursuant to Article 9. If the County fails to execute a retroactive amendment to the maximum payable amount under this Agreement, DHCS shall terminate the Agreement pursuant to Article 10.
- 4) Payments shall be sent to DHCS at the following address (or such other address as DHCS may specify in writing):

California Department of Health Care Services
Safety Net Financing Division
Medi-Cal Supplemental Payments Section
Attn: Inmate Medi-Cal Claiming Unit
1501 Capitol Avenue, MS 4504
P.O. Box 997436
Sacramento, CA 95899-7436

B. MCIP Services

- 1) DHCS shall submit to the County a quarterly invoice for MCIP services that identifies the nonfederal share amount, and a report that contains information regarding paid claims data for the quarter, including information identifying the provider of services and the beneficiary, the

recipient aid code, and amount of reimbursement, and other information that may be agreed to between the parties.

- 2) The DHCS invoice shall not contain and the County shall not compensate DHCS for MCIP services provided by Medi-Cal providers where the County incurs the cost of providing MCIP services and claims them through the CPE process.
- 3) If the Medi-Cal provider renders MCIP services that are not reimbursable under the CPE process established, then the invoice shall contain and the County shall reimburse DHCS for the nonfederal share of DHCS' payments for these MCIP services.

C. MCIP Administrative Services

- 1) DHCS shall submit to the County an annual invoice for the County's apportioned share of the nonfederal share of MCIP administrative services based on Addendum A. The annual invoice for reimbursement identifies the following summarized categories of DHCS costs for the allocated SFY period billed: salary, benefits, operating expenses, and total costs. Costs shall be multiplied by one minus the Federal Medical Assistance Percentage applicable to such administrative costs subject to the limit on the amount reimbursable by the County under Article 4. For SFY 2017-18 and thereafter, DHCS shall submit annual invoices to the County no later than one hundred eighty (180) days following the close of the SFY.
- 2) The County shall not be obligated to pay DHCS for the MCIP administrative services covered by any invoice if DHCS presents the invoice to the County more than one (1) year after this Agreement terminates.

Article 7 – DHCS Responsibilities

A. MCIP Services

- 1) DHCS shall pay the appropriate Medi-Cal fee-for-service rate to Medi-Cal providers that directly bill DHCS for MCIP services rendered to the County's MCIP-eligible inmates and shall seek FFP. DHCS shall be responsible to pay such providers only to the extent the County commits to reimburse DHCS the nonfederal share of all federally reimbursable MCIP claims and for which FFP is available and retained by DHCS for the MCIP service claims.
- 2) DHCS shall maintain accounting records to a level of detail which identifies the actual expenditures incurred for MCIP services, the services

provided, the county responsible, the specific inmate treated, the inmate's aid code, and the specific provider billing.

- 3) DHCS shall submit claims in a timely manner to the federal Medicaid Program to draw down FFP for DHCS, and shall draw down and distribute FFP for MCIP services claimed through the CPE process. Such claims shall be submitted in compliance with all applicable laws and regulations.

B. MCIP Administrative Services

- 1) DHCS shall administer MCIP and this Agreement for claiming federal reimbursement for MCIP services. It is understood by both the County and DHCS that other administrative activities including, but not limited to, transporting MCIP eligible beneficiaries, arranging for their care and for their incarceration remain the administrative responsibilities of the County.
- 2) DHCS shall maintain accounting records to a level of detail which identifies the actual expenditures incurred for personnel services which includes salary/wages, benefits, overhead costs for DHCS's staff, as well as equipment and all related operating expenses applicable to these positions including, but not limited to, general expense, rent and supplies, and travel cost for identified staff and managerial staff working specifically on activities or assignments directly related to MCIP.

C. General Responsibilities

- 1) DHCS shall:
 - i. Ensure that an appropriate audit trail exists within DHCS records and accounting system and maintain expenditure data as indicated in this Agreement.
 - ii. Designate a person to act as liaison with County with regard to issues concerning this Agreement. This person shall be identified to County's contact person for this Agreement.
 - iii. Provide a written response by email or mail to County's contact person within thirty (30) days of receiving a written request for information related to MCIP.
 - iv. With each quarterly invoice, provide paid claim analysis report to the County regarding MCIP claims submitted by providers for the County's MCIP-eligible inmates, as used for the determination of the corresponding nonfederal share that is the County's obligation under this Agreement,

- 2) Should the scope of work or services to be performed under this Agreement conflict with DHCS' responsibilities under federal Medicaid law, the responsibilities under federal Medicaid law shall take precedence.
- 3) DHCS' cessation of any activities due to federal Medicaid law responsibilities does not relinquish the obligation of the County to reimburse DHCS for MCIP administrative costs and MCIP services incurred by DHCS in connection with this Agreement for periods in which the County participated in the program.
- 4) DHCS agrees to provide to the County, or any federal or state department having monitoring or reviewing authority, access to and the right to examine its applicable records and documents for compliance with relevant federal and state statutes, rules and regulations, and this Agreement.

Article 8 – County Responsibilities

A. MCIP Services

- 1) Except as provided in (vi.) of this section, the County is responsible for reimbursing DHCS for the nonfederal share of MCIP services paid by DHCS to Medi-Cal providers rendering MCIP services to the County's MCIP eligible beneficiaries.
 - i. The County may pay a Medi-Cal provider to the extent required by or otherwise permitted by state and federal law to arrange for services for the MCIP individuals. Such additional amounts shall be paid entirely with County funds, and shall not be eligible for Social Security Act Title XIX FFP.
 - ii. If DHCS pays the Medi-Cal provider more than what the county would have paid for services rendered, the county cannot request the difference from the Medi-Cal provider.
 - iii. If the county would have paid the Medi-Cal provider less than what DHCS paid the Medi-Cal provider, the county is still obligated to reimburse DHCS for the nonfederal share of the payment from DHCS for MCIP services.
 - iv. In the event that FFP is not available for any MCIP service claimed pursuant to this Agreement, the County shall be solely responsible for arranging and paying for any such MCIP service.
 - v. If the Centers for Medicare & Medicaid Services (CMS) determines an overpayment has occurred for a payment made to a Medi-Cal

provider for MCIP services to the County's MCIP-eligible inmate, including the application of any federal payment limit that reduces the amount of FFP available for MCIP services, then DHCS shall seek the overpayment amount from the provider and return the collected FFP to CMS and return the collected nonfederal share of the overpayment to the County. In the event that DHCS cannot recover from the Medi-Cal provider such overpayment, the County shall pay DHCS an amount equal to the FFP portion of the unrecovered amount to the extent that section 1903(d)(2)(D) of the Social Security Act is found not to apply.

- vi. The County is not responsible for reimbursing DHCS for the nonfederal share of expenditures for MCIP services provided by DPHs when those services are reimbursed under the CPE process because DHCS is not responsible for the nonfederal share of expenditures for MCIP services reimbursed in the CPE process.
- vii. The County is responsible for reimbursing DHCS for the nonfederal share of MCIP services provided by DPHs that are not reimbursed under the CPE process.

- 2) If CMS determines DHCS claimed a higher federal medical assistance percentage (FMAP) rate than is allowed and FFP is reduced by CMS for the MCIP services provided to a County's MCIP-eligible inmate for MCIP services, then the County shall hold DHCS harmless for the return of the FFP to CMS.

B. MCIP Administrative Services

- 1) As a condition of participating in MCIP, the County accepts its responsibility for reimbursing DHCS for the County's apportioned share of the nonfederal share of costs of MCIP administrative services based on Addendum A, performed by DHCS in administering MCIP, so that there is no expenditure from the State General Fund.
- 2) The County shall reimburse DHCS its allotted portion of the nonfederal share of funding for compensation, associated operating expenses, equipment, and travel costs for no more than 3.50 full-time equivalent (FTE) positions composed of: one-half (0.50) FTE Staff Service Manager I, two (2) FTE Staff Services Analysts/Associate Governmental Program Analysts, one-half (0.50) FTE Attorney, and one-half (0.50) FTE Accounting Officer, to be established and housed at DHCS, to support the reported expenditures submission process for obtaining federal reimbursement under this Agreement. The County's allotted portion shall be based on a methodology specified in Addendum A.

C. General Responsibilities

- 1) Upon the County's compliance with all applicable provisions in this Agreement and applicable laws, the County may send its MCIP-eligible inmates to Medi-Cal providers to receive MCIP services.
- 2) The County shall reimburse DHCS pursuant to Paragraphs A and B with funds from the County's General Fund, or from any other funds allowed under federal law and regulation, including but not limited to, Section 1903(w) of the Social Security Act and Code of Federal Regulations, title 42, part 433, subpart B.
- 3) In the event of any federal deferral or disallowance which is applicable to MCIP expenditures, the County shall provide all documents requested by DHCS within fourteen (14) days.
- 4) The County shall assist with the completion of and delivery of completed Medi-Cal applications to County Welfare Department (CWD) within 90 calendar days after the date of admission of the inmate to an Medi-Cal provider off of the grounds of the county correctional facility which results in an expected stay of more than 24 hours.

Article 9 – Amendments

- A. Amendments to this Agreement shall be made only by a writing signed by the parties to this Agreement and, if required by state law, by approval of the California Department of General Services. Notwithstanding the previous sentence, any update made to the appropriate contact persons identified in Article 5 may be made by e-mail to the other contact person or persons and without formal amendment.
- B. This Agreement shall be amended pursuant to findings from the periodic assessment identified in Article 11.H, to accurately reflect the State's administrative costs and MCIP medical care costs.

Article 10 – Termination and Agreement Disputes

- A. This Agreement may be terminated by any party upon written notice given at least thirty (30) calendar days prior to the termination date. Notice shall be addressed to the respective parties as identified in Article 5 of this Agreement. The County shall remain obliged after the termination date to pay for all MCIP administrative costs and MCIP services incurred by DHCS for periods in which it participated in the program.

- B. This Agreement shall be terminated upon cessation of MCIP. The County shall remain obliged after the termination date to pay for all of the County's apportioned share of MCIP administrative costs based on Addendum A and all of the County's MCIP services incurred by DHCS for periods in which it participated in the program.
- C. An informal dispute resolution process shall be undertaken prior to the dispute resolution processes described in Subparagraphs 1 to 2, below. In case of a dispute there shall be a discussion between the County and DHCS staff, and if not resolved then the County shall address the issue to DHCS in a written letter. If unresolved then the dispute resolution processes in Subparagraphs 1 to 2 shall be undertaken as appropriate.
- 1) Nothing in this Agreement shall prevent the County from pursuing any other administrative and judicial review available to it under law.
 - 2) Judicial review pursuant to Code of Civil Procedure section 1085 shall be available to resolve disputes relating to the terms, performance, or termination of this Agreement, or any act, failure to act, conduct, order, or decision of DHCS that violate this Agreement subject to Article 11.F.
- D. The terms of Article 6 (Payment Terms and Invoicing), Article 10 (Termination and Agreement Disputes), Article 11.B (Indemnification), and Article 11.D (Records) shall survive after the termination date.

Article 11 – General Provisions

A. Definitions.

- 1) The term “certified public expenditure process” or “CPE process” means the process established for the Medi-Cal program under state law (including but not limited to section 14166.1, et seq.), the California Medi-Cal state plan, and approved Medicaid demonstration projects and waivers through which public Medi-Cal providers claim federal financial participation for their allowable expenditures.
- 2) The term “days” as used in this Agreement shall mean calendar days unless specified otherwise.
- 3) The term “Demonstration Project” means the California Medi-Cal 2020 Demonstration, Number 11-W-00193/9, as approved by CMS effective beginning December 30, 2015.
- 4) The term “designated public hospital” is defined as set forth in the Demonstration Project, which shall be codified in state law at Welfare and

Institutions Code section 14184.10, subdivision (f) pursuant to SB 815 (2016), and as may be modified from time to time.

- 5) The term “inmate” as used in this Agreement includes the persons identified in Welfare and Institutions Code sections 14053.7(e)(2)(A) and 14053.8(k) “juvenile inmate,” and Government Code sections 26605.6(a) “prisoner,” 26605.7(a) “prisoner” and (d)(1) “probationer,” and 26605.8 “prisoner” and “probationer.”
- 6) The term “MCIP” or “Medi-Cal County Inmate Program” contains the following three components: the Adult County Inmate Program (ACIP), as authorized in state law pursuant to Welfare and Institutions Code section 14053.7 and Penal Code section 5072, the Juvenile County Ward Program (JCWP), as authorized in Welfare and Institutions Code section 14053.8, and the County Compassionate Release Program (CCRP) and County Medical Probation Program (CMPP), as authorized by Government Code sections 26605.6, 26605.7, and 26605.8.
- 7) “MCIP administrative services” means the administrative services provided by DHCS personnel for the administration of MCIP, which shall include, but not be limited to those services provided by the personnel in Article 8 when claiming federal reimbursement for MCIP services and seeking reimbursement for DHCS from the County.
- 8) “Medi-Cal provider” means, any individual, partnership, group association, corporation, institution, or entity and the officer, directors, owners, managing employees or agents of any partnership, group association, corporation, institution, or entity that provides services, goods, supplies, or merchandise, directly or indirectly, to a Medi-Cal beneficiary, and that has been enrolled in the Medi-Cal program.

For purposes of MCIP, a Medi-Cal provider may claim for MCIP services rendered to the MCIP-eligible inmate depending on the MCIP component program. For example, a clinic cannot seek reimbursement from DHCS for outpatient services provided to an ACIP inmate because the outpatient services provided are not allowable as MCIP services for ACIP. A Medi-Cal provider does not go through a separate Medi-Cal enrollment or certification process to participate in MCIP.

- 9) “MCIP services” constitutes all of the following, only to the extent federal financial participation is available: a) in ACIP, Medi-Cal allowable inpatient hospital services, including inpatient psychiatric services, and physician services provided during the inpatient hospital service stay of adult inmates in county correctional facilities who are determined eligible for Medi-Cal pursuant to Welfare and Institutions Code section 14053.7; b) in the Compassionate Release Program pursuant to Government Code

section 26605.6 and Medical Probation Program pursuant to Government Code section 26605.7, full-scope Medi-Cal services; c) in JCWP, Medi-Cal allowable inpatient hospital services, including inpatient psychiatric services and physician services, of juvenile inmates in county correctional facilities who are determined eligible for Medi-Cal services pursuant to Welfare and Institutions Code section 14053.8; and, d) any other Medi-Cal program for which federal reimbursement is available for coverage of adult inmates and juvenile inmates in county correctional facilities, if authorized by law and agreed to by the County and DHCS by amending this Agreement.

10)The term “Medi-Cal rate” means the reimbursement determined by the reimbursement methodology approved for the Medi-Cal provider under the California State Plan, or Social Security Act section 1115 Demonstration Project or section 1915 waiver.

11)The State Fiscal Year (SFY) begins on July 1st of each year and ends on June 30th in the subsequent calendar year.

- B. Indemnification. It is agreed that the County shall defend, hold harmless, and indemnify DHCS, its officers, employees, and agents from any and all reported expenditures, liability, loss, or expense (including reasonable attorney fees) for injuries or damage to any person, any property, or both which arise out of the terms and conditions of this Agreement and the negligent or intentional acts or omissions of the County, its officers, employees, or agents.
- C. Severability. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way. Notwithstanding the previous sentence, if a decision by a court of competent jurisdiction invalidates, voids, or renders unenforceable a term, condition, or provision in this Agreement that is included in the purpose of this Agreement then the parties to this Agreement shall either amend this Agreement pursuant to Article 9, or it shall be terminated pursuant to Article 10.
- D. Records. DHCS and the County shall maintain and preserve all records relating to this Agreement for a period of three (3) years from DHCS’ receipt of the last payment of FFP, or until three years after all audit findings are resolved, whichever is later. This does not limit any responsibilities held by DHCS or the County provided for elsewhere in this Agreement, or in state or federal law.
- E. Compliance with Applicable Laws. All parties performance under this Agreement shall be in accordance with all applicable federal and state laws, including, but not limited to:

- 1) The Americans with Disabilities Act of 1990, as amended;
- 2) Section 504 of the Rehabilitation Act of 1973, as amended;
- 3) Title XIX of the Social Security Act;
- 4) Welfare and Institutions Code section 14000 et seq.;
- 5) Government Code section 53060;
- 6) The California Medicaid State Plan;
- 7) Laws and regulations including, but not limited to those related to licensure, certification, confidentiality of records, quality assurance, and nondiscrimination;
- 8) The Policy and Procedure Letters, and similar instructions, published with regulatory authority;
- 9) Government Code sections 26605.6, 26606.7, and 26605.8;
- 10) Penal Code section 5072;
- 11) Title 42 of the Code of Federal Regulations; and,
- 12) California Code of Regulations.

F. Controlling Law and Venue. The validity of this Agreement and its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue of any action brought with regards to this Agreement shall be in any county in which the Attorney General maintains an office.

G. Integration Clause.

- 1) This Agreement and any exhibits and addendums attached hereto shall constitute the entire Agreement among the parties to it pertaining to the implementation of MCIP and supersedes any prior or contemporaneous understanding or agreement with respect to the subject matter of this Agreement.
- 2) Notwithstanding Subparagraph G.1., DHCS Form 9098 or DHCS Form 6208 (whichever is applicable) is incorporated by reference into this Agreement if the County has a DHCS Form 9098 or DHCS Form 6208 on record. Notwithstanding Subparagraph G.1., the terms of the DHCS Form 9098 or DHCS Form 6208 controls to the extent there is a conflict with this Agreement, except for Article 10 of this Agreement. If the DHCS Form 9098 or DHCS Form 6208 does not address a matter addressed by this Agreement, then this Agreement controls.

H. Periodic Assessment. Pursuant to Welfare and Institutions Code sections 14053.7 and 14053.8, and Government Code sections 26605.6, 26605.7, and 26605.8, the County enters into this Agreement in order to implement MCIP under which the County may participate and for which the County will pay the nonfederal share of all federally reimbursable administrative costs and medical care costs incurred by DHCS performing activities described in Article 7. The

County agrees that DHCS, in its sole discretion, may conduct a periodic assessment in consultation with the counties, of such costs incurred by DHCS to determine compliance with Welfare and Institutions Code sections 14053.7 and 14053.8, Penal Code section 5072, and Government Code sections 26605.6, 26605.7, and 26605.8, and DHCS agrees to ensure that all invoicing as described in Article 6 and any other relevant documentation will be accordingly updated to ensure compliance with Welfare and Institutions Code sections 14053.7 and 14053.8, Penal Code section 5072, and Government Code sections 26605.6, 26605.7, and 26605.8.

- I. Conformance Clause. Any provision of this Agreement in conflict with present or future governing authorities is hereby amended to conform to those authorities and such amended provisions supersede any conflicting provisions in this Agreement. The governing authorities include, but are not limited to the authorities listed in Article 11.E.
- J. Waiver. No covenant, condition, duty, obligation, or undertaking made a part of this Agreement shall be waived except by amendment of the Agreement by the parties hereto, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the other party to which the same may apply; and, until performance or satisfaction of all covenants, duties, obligations, or undertakings is complete, the party shall have the right to invoke any remedy available under this Agreement, or under law, notwithstanding such forbearance or indulgence.
- K. Third Party Benefit. None of the provisions of this Agreement are or shall be construed as for the benefit of, or enforceable by, any person not a party to this Agreement.
- L. Conflict of Interest. The County is subject to the Medi-Cal Conflict of Interest Law, as applicable and set forth in Welfare and Institutions Code section 14022 and Article 1.1 (commencing with section 14030), and implemented pursuant to California Code of Regulations, title 22, section 51466.
- M. Budget Contingency Clause.
 - 1) DHCS will seek an appropriation in the Budget Act each State fiscal year which would authorize DHCS to pay Medi-Cal providers for MCIP services. It is mutually agreed that if the State Budget Act of the current SFY or any subsequent SFYs covered under this Agreement does not appropriate any funds for MCIP, this Agreement shall be of no further force and effect. In this event, an Article 10.B termination shall be implemented and DHCS shall have no liability to pay any funds whatsoever to Medi-Cal providers for MCIP services for the County's inmates rendered through the termination date of this Agreement.

- 2) If funding associated with MCIP for any SFY is reduced by the State Budget Act DHCS shall have the option to cancel this Agreement, with no liability occurring to the State.

N. Limitation of State Liability.

- 1) Notwithstanding any other provision of this Agreement, DHCS shall be held harmless from any federal audit disallowance and interest resulting from payments made by the federal Medicaid program as reimbursement for claims providing services for MCIP, less the amounts already remitted to or recovered by DHCS for the disallowed claim.
- 2) To the extent that a federal audit disallowance and interest results from a claim or claims for which the Medi-Cal provider has received reimbursement for MCIP services under this Agreement, DHCS shall recoup from the Medi-Cal provider, upon written notice, amounts equal to the amount of the disallowance and interest in that fiscal year for the disallowed claim, less the amounts already remitted to or recovered by DHCS. All subsequent claims submitted to DHCS applicable to any previously disallowed claim, may be held in abeyance, with no payment made, until the federal disallowance issue is resolved.

O. Exclusions. The County shall comply with the following requirements:

- 1) The conviction of an employee or subcontractor of the County, or of an employee of a subcontractor, of any felony or of a misdemeanor involving fraud, abuse of any Medi-Cal beneficiary, or abuse of the Medi-Cal program, shall result in the exclusion of that employee or subcontractor, or employee of a subcontractor, from participation in MCIP except as a beneficiary.
- 2) Exclusion after conviction described in Article 11.O.1 shall result regardless of any subsequent order under Penal Code section 1203.4 allowing a person to withdraw his or her plea of guilty and to enter a plea of not guilty, or setting aside the verdict of guilty, or dismissing the accusation, information, or indictment.
- 3) Suspension or exclusion of an employee or a subcontractor, or of an employee of a subcontractor, from participation in the Medi-Cal program, the Medicaid program, or the Medicare program, shall result in the exclusion of that employee or subcontractor, or employee of a subcontractor, from participation in MCIP, except as a beneficiary.
- 4) Revocation, suspension, or restriction of the license, certificate, or registration of any employee, subcontractor, or employee of a

subcontractor, shall result in exclusion from MCIP, when such license, certificate, or registration is required for the provision of services.

P. Confidentiality. The County shall comply with the applicable confidentiality requirements as specified in Section 1902(a)(7) of the Social Security Act; Code of Federal Regulations, title 42, section 431.300; Welfare and Institutions Code section 14100.2; and California Code of Regulations, title 22, section 51009; and, the Business Associates Agreement attached and hereby incorporated by reference.

Q. Data Sharing.

1) The County shall comply with all provisions of the current Business Associates Agreement (BAA) incorporated by reference and made part of this Agreement as Addendum B.

2) The County shall comply with all of the requirements imposed by DHCS as required by the Social Security Administration (SSA) Agreement between DHCS and the Social Security Administration, which is incorporated by reference and made part of this Agreement as Addendum C.

i. Please note these documents are highly sensitive and confidential. Only the county Privacy and Security Officers or designee shall receive these documents, and disclosure shall be limited to the appropriate parties involved with Medi-Cal PII. These documents are not public and shall not be published on any website accessible by or otherwise made available to the public.

R. Agreement Signature Certification. The person signing this Agreement on behalf of the County shall complete and sign the certification incorporated by reference and made part of this Agreement as Addendum D.

The persons signing this Agreement on behalf of County and DHCS, as applicable, represent and warrant that he or she is an individual duly authorized and having authority to sign on behalf of, and approve for, County or DHCS, as applicable, and is authorized and designated to enter into and approve this Agreement on behalf of County or DHCS, as applicable.

Mono County

Signature: _____

Name: Stacy Corless

Title: Chair, Mono County Board of Supervisors

Date: _____

**CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES
Contract Management Unit**

Signature: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM.

Mono County Counsel Office
Date: 1/17/17

ADDENDUM A: MCIP Administrative Costs for State Fiscal Year 2018-19 and Forward

The Medi-Cal County Inmate Program (MCIP) agreement is a one-year term contract giving counties the option to participate on an annual basis. At the beginning of each calendar year, counties have the opportunity to participate in the program for the upcoming State Fiscal Year (SFY) by completing the MCIP agreement. For the SFY of implementation, DHCS will reach out to the counties for their claim volume for the prior SFY to estimate the pro-rata nonfederal share of administrative cost per county prior to executing the contract. For each year thereafter, DHCS will run paid claim reports per county for the previous SFY to be shared with the counties.

Nonfederal share of administrative costs will be estimated using an administrative cost estimate developed by DHCS, in consultation with the California State Association of Counties, County Health Executives Association of California, California Association of Public Hospitals and Health Systems, and the California State Sheriffs' Association, and prior SFY claim volume for each participating county. The nonfederal share of administrative costs allocated to each county will be based on the following:

- 30% of the total administrative costs will be distributed evenly to all counties over 50,000 in population. (Population data will be obtained from the State of California Department of Finance, Demographic Estimates)
- 70% of the total administrative costs will be distributed to counties based on their pro-rata share of paid claim volume.

DHCS will invoice participating counties for the nonfederal share of administrative costs six months after the close of the SFY based on actual administrative costs, not exceeding the estimated amounts in the MCIP agreements. If the actual administrative costs exceed the maximum payable amounts in any of the MCIP agreements, then Article 6.A.3 of the MCIP Agreement applies and the contract will be terminated if the county will not sign an amendment to the MCIP agreement to make up the balance.

Timeline:

- **September** – DHCS will send invitations to all counties to participate in the MCIP for the upcoming SFY. Responses are due from the counties on September 31st.
- **October** - DHCS distributes contracts to counties by the second week of October.
- **February**- Counties will have a deadline of February 14th to review the contract. At this time, DHCS will run a paid claims report per county for the previous SFY. If it is the county's first time participating in the program, the county will need provide their claim volume from the prior SFY.
- **March**- DHCS will send out the contract with estimated nonfederal share of administrative costs by March 17th.
- **April** - Counties will have a deadline of April 30th to return signed contracts.
- **June** - DHCS will ensure contracts are in place by June 30th and ready for the start of the next SFY.

ADDENDUM B
HIPAA Business Associate Addendum

I. Recitals

- A. This Contract (Agreement) has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), 42 U.S.C. section 17921 et seq., and their implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations").
- B. The Department of Health Care Services ("DHCS") wishes to disclose to Business Associate certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI"), including protected health information in electronic media ("ePHI"), under federal law, and personal information ("PI") under state law.
- C. As set forth in this Agreement, Contractor, here and after, is the Business Associate of DHCS acting on DHCS' behalf and provides services, arranges, performs or assists in the performance of functions or activities on behalf of DHCS and creates, receives, maintains, transmits, uses or discloses PHI and PI. DHCS and Business Associate are each a party to this Agreement and are collectively referred to as the "parties."
- D. The purpose of this Addendum is to protect the privacy and security of the PHI and PI that may be created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, and to comply with certain standards and requirements of HIPAA, the HITECH Act and the HIPAA regulations, including, but not limited to, the requirement that DHCS must enter into a contract containing specific requirements with Contractor prior to the disclosure of PHI to Contractor, as set forth in 45 CFR Parts 160 and 164 and the HITECH Act, and the Final Omnibus Rule as well as the Alcohol and Drug Abuse patient records confidentiality law 42 CFR Part 2, and any other applicable state or federal law or regulation. 42 CFR section 2.1(b)(2)(B) allows for the disclosure of such records to qualified personnel for the purpose of conducting management or financial audits, or program evaluation. 42 CFR Section 2.53(d) provides that patient identifying information disclosed under this section may be disclosed only back to the program from which it was obtained and used only to carry out an audit or evaluation purpose or to investigate or prosecute criminal or other activities, as authorized by an appropriate court order.
- E. The terms used in this Addendum, but not otherwise defined, shall have the same meanings as those terms have in the HIPAA regulations. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

II. Definitions

- A. Breach shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, and the Final Omnibus Rule.
- B. Business Associate shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, and the final Omnibus Rule.
- C. Covered Entity shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, and Final Omnibus Rule.
- D. Electronic Health Record shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C Section 17921 and implementing regulations.

ADDENDUM B
HIPAA Business Associate Addendum

- E. Electronic Protected Health Information (ePHI) means individually identifiable health information transmitted by electronic media or maintained in electronic media, including but not limited to electronic media as set forth under 45 CFR section 160.103.
- F. Individually Identifiable Health Information means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer or health care clearinghouse, and relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, as set forth under 45 CFR section 160.103.
- G. Privacy Rule shall mean the HIPAA Regulation that is found at 45 CFR Parts 160 and 164.
- H. Personal Information shall have the meaning given to such term in California Civil Code section 1798.29.
- I. Protected Health Information means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as set forth under 45 CFR section 160.103.
- J. Required by law, as set forth under 45 CFR section 164.103, means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
- K. Secretary means the Secretary of the U.S. Department of Health and Human Services ("HHS") or the Secretary's designee.
- L. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PI, or confidential data that is essential to the ongoing operation of the Business Associate's organization and intended for internal use; or interference with system operations in an information system.
- M. Security Rule shall mean the HIPAA regulation that is found at 45 CFR Parts 160 and 164.
- N. Unsecured PHI shall have the meaning given to such term under the HITECH Act, 42 U.S.C. section 17932(h), any guidance issued pursuant to such Act, and the HIPAA regulations.

III. Terms of Agreement

A. Permitted Uses and Disclosures of PHI by Business Associate

Permitted Uses and Disclosures. Except as otherwise indicated in this Addendum, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement, for, or on behalf of DHCS, provided that such use or disclosure would not violate the HIPAA regulations, if done by DHCS. Any such use or disclosure must, to the extent practicable, be limited to the limited data set, as defined in 45 CFR section 164.514(e)(2), or, if needed, to the minimum necessary to accomplish

ADDENDUM B
HIPAA Business Associate Addendum

the intended purpose of such use or disclosure, in compliance with the HITECH Act and any guidance issued pursuant to such Act, the HIPAA regulations, the Final Omnibus Rule and 42 CFR Part 2.

1. **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Addendum, Business Associate may:
 - a. **Use and disclose for management and administration.** Use and disclose PHI for the proper management and administration of the Business Associate provided that such disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
 - b. **Provision of Data Aggregation Services.** Use PHI to provide data aggregation services to DHCS. Data aggregation means the combining of PHI created or received by the Business Associate on behalf of DHCS with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of DHCS.

B. Prohibited Uses and Disclosures

1. Business Associate shall not disclose PHI about an individual to a health plan for payment or health care operations purposes if the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 U.S.C. section 17935(a) and 45 CFR section 164.522(a).
2. Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of DHCS and as permitted by 42 U.S.C. section 17935(d)(2).

C. Responsibilities of Business Associate

Business Associate agrees:

1. **Nondisclosure.** Not to use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.
2. **Safeguards.** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of DHCS, in compliance with 45 CFR sections 164.308, 164.310 and 164.312, and to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR section 164, subpart C, in compliance with 45 CFR section 164.316. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section 3, Security, below. Business Associate will provide DHCS with its current and updated policies.

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3. **Security.** To take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:
- a. Complying with all of the data system security precautions listed in Attachment A, the Business Associate Data Security Requirements;
 - b. Achieving and maintaining compliance with the HIPAA Security Rule (45 CFR Parts 160 and 164), as necessary in conducting operations on behalf of DHCS under this Agreement;
 - c. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III - Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and
 - d. In case of a conflict between any of the security standards contained in any of these enumerated sources of security standards, the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to PHI from unauthorized disclosure. Further, Business Associate must comply with changes to these standards that occur after the effective date of this Agreement.

Business Associate shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this section and for communicating on security matters with DHCS.

- D. Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Addendum.

E. Business Associate's Agents and Subcontractors.

1. To enter into written agreements with any agents, including subcontractors and vendors, to whom Business Associate provides PHI or PI received from or created or received by Business Associate on behalf of DHCS, that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to Business Associate with respect to such PHI and PI under this Addendum, and that comply with all applicable provisions of HIPAA, the HITECH Act the HIPAA regulations, and the Final Omnibus Rule, including the requirement that any agents, subcontractors or vendors implement reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI and PI. Business associates are directly liable under the HIPAA Rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of protected health information that are not authorized by its contract or required by law. A business associate also is directly liable and subject to civil penalties for failing to safeguard electronic protected health information in accordance with the HIPAA Security Rule. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits protected health information on behalf of another business associate. Business Associate shall incorporate, when applicable, the relevant provisions of this Addendum into each subcontract or subaward to such agents, subcontractors and vendors, including the requirement that any security incidents or breaches of unsecured PHI or PI be reported to Business Associate.

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2. In accordance with 45 CFR section 164.504(e)(1)(ii), upon Business Associate's knowledge of a material breach or violation by its subcontractor of the agreement between Business Associate and the subcontractor, Business Associate shall:
 - a. Provide an opportunity for the subcontractor to cure the breach or end the violation and terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by DHCS; or
 - b. Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.

F. Availability of Information to DHCS and Individuals. To provide access and information:

1. To provide access as DHCS may require, and in the time and manner designated by DHCS (upon reasonable notice and during Business Associate's normal business hours) to PHI in a Designated Record Set, to DHCS (or, as directed by DHCS), to an Individual, in accordance with 45 CFR section 164.524. Designated Record Set means the group of records maintained for DHCS that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for DHCS health plans; or those records used to make decisions about individuals on behalf of DHCS. Business Associate shall use the forms and processes developed by DHCS for this purpose and shall respond to requests for access to records transmitted by DHCS within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.
2. If Business Associate maintains an Electronic Health Record with PHI, and an individual requests a copy of such information in an electronic format, Business Associate shall provide such information in an electronic format to enable DHCS to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. section 17935(e).
3. If Business Associate receives data from DHCS that was provided to DHCS by the Social Security Administration, upon request by DHCS, Business Associate shall provide DHCS with a list of all employees, contractors and agents who have access to the Social Security data, including employees, contractors and agents of its subcontractors and agents.

G. Amendment of PHI. To make any amendment(s) to PHI that DHCS directs or agrees to pursuant to 45 CFR section 164.526, in the time and manner designated by DHCS.

H. Internal Practices. To make Business Associate's internal practices, books and records relating to the use and disclosure of PHI received from DHCS, or created or received by Business Associate on behalf of DHCS, available to DHCS or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by DHCS or by the Secretary, for purposes of determining DHCS' compliance with the HIPAA regulations. If any information needed for this purpose is in the exclusive possession of any other entity or person and the other entity or person fails or refuses to furnish the information to Business Associate, Business Associate shall so certify to DHCS and shall set forth the efforts it made to obtain the information.

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- I. **Documentation of Disclosures.** To document and make available to DHCS or (at the direction of DHCS) to an Individual such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of PHI, in accordance with the HITECH Act and its implementing regulations, including but not limited to 45 CFR section 164.528 and 42 U.S.C. section 17935(c). If Business Associate maintains electronic health records for DHCS as of January 1, 2009, Business Associate must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations, effective with disclosures on or after January 1, 2014. If Business Associate acquires electronic health records for DHCS after January 1, 2009, Business Associate must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations, effective with disclosures on or after the date the electronic health record is acquired, or on or after January 1, 2011, whichever date is later. The electronic accounting of disclosures shall be for disclosures during the three years prior to the request for an accounting.
- J. **Breaches and Security Incidents.** During the term of this Agreement, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:
1. **Notice to DHCS.** (1) To notify DHCS **immediately** upon the discovery of a suspected security incident that involves data provided to DHCS by the Social Security Administration. This notification will be **by telephone call plus email or fax** upon the discovery of the breach. (2) To notify DHCS **within 24 hours by email or fax** of the discovery of unsecured PHI or PI in electronic media or in any other media if the PHI or PI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Business Associate as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Business Associate.

Notice shall be provided to the DHCS Program Contract Manager, the DHCS Privacy Officer and the DHCS Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves data provided to DHCS by the Social Security Administration, notice shall be provided by calling the DHCS EITS Service Desk. Notice shall be made using the "DHCS Privacy Incident Report" form, including all information known at the time. Business Associate shall use the most current version of this form, which is posted on the DHCS Privacy Office website (www.dhcs.ca.gov, then select "Privacy" in the left column and then "Business Use" near the middle of the page) or use this link:
<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx>

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI, Business Associate shall take:

- a. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
- b. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

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2. **Investigation and Investigation Report.** To immediately investigate such security incident, breach, or unauthorized access, use or disclosure of PHI or PI. If the initial report did not include all of the requested information marked with an asterisk, then within 72 hours of the discovery, Business Associate shall submit an updated "DHCS Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer:
3. **Complete Report.** To provide a complete report of the investigation to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. If all of the required information was not included in either the initial report, or the Investigation Report, then a separate Complete Report must be submitted. The report shall be submitted on the "DHCS Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, the HIPAA regulations and/or state law. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that listed on the "DHCS Privacy Incident Report" form, Business Associate shall make reasonable efforts to provide DHCS with such information. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "DHCS Privacy Incident Report" form. DHCS will review and approve or disapprove the determination of whether a breach occurred, is reportable to the appropriate entities, if individual notifications are required, and the corrective action plan.
4. **Notification of Individuals.** If the cause of a breach of PHI or PI is attributable to Business Associate or its subcontractors, agents or vendors, Business Associate shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The notifications shall comply with the requirements set forth in 42 U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days. The DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.
5. **Responsibility for Reporting of Breaches.** If the cause of a breach of PHI or PI is attributable to Business Associate or its agents, subcontractors or vendors, Business Associate is responsible for all required reporting of the breach as specified in 42 U.S.C. section 17932 and its implementing regulations, including notification to media outlets and to the Secretary. If a breach of unsecured PHI involves more than 500 residents of the State of California or its jurisdiction, Business Associate shall notify the Secretary of the breach immediately upon discovery of the breach. If Business Associate has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to DHCS in addition to Business Associate, Business Associate shall notify DHCS, and DHCS and Business Associate may take appropriate action to prevent duplicate reporting. The breach reporting requirements of this paragraph are in addition to the reporting requirements set forth in subsection 1, above.
6. **DHCS Contact Information.** To direct communications to the above referenced DHCS staff, the Contractor shall initiate contact as indicated herein. DHCS reserves the right to make changes to the

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contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

DHCS Program Contract Manager	DHCS Privacy Officer	DHCS Information Security Officer
See the Scope of Work exhibit for Program Contract Manager information	Privacy Officer c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 Email: privacyofficer@dhcs.ca.gov Telephone: (916) 445-4646 Fax: (916) 440-7680	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: iso@dhcs.ca.gov Fax: (916) 440-5537 Telephone: EITS Service Desk (916) 440-7000 or (800) 579-0874

K. Termination of Agreement. In accordance with Section 13404(b) of the HITECH Act and to the extent required by the HIPAA regulations, if Business Associate knows of a material breach or violation by DHCS of this Addendum, it shall take the following steps:

1. Provide an opportunity for DHCS to cure the breach or end the violation and terminate the Agreement if DHCS does not cure the breach or end the violation within the time specified by Business Associate; or
2. Immediately terminate the Agreement if DHCS has breached a material term of the Addendum and cure is not possible.

L. Due Diligence. Business Associate shall exercise due diligence and shall take reasonable steps to ensure that it remains in compliance with this Addendum and is in compliance with applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, and that its agents, subcontractors and vendors are in compliance with their obligations as required by this Addendum.

M. Sanctions and/or Penalties. Business Associate understands that a failure to comply with the provisions of HIPAA, the HITECH Act and the HIPAA regulations that are applicable to Business Associate may result in the imposition of sanctions and/or penalties on Business Associate under HIPAA, the HITECH Act and the HIPAA regulations.

IV. Obligations of DHCS

DHCS agrees to:

A. Notice of Privacy Practices. Provide Business Associate with the Notice of Privacy Practices that DHCS produces in accordance with 45 CFR section 164.520, as well as any changes to such notice. Visit the DHCS Privacy Office to view the most current Notice of Privacy Practices at: <http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/default.aspx> or the DHCS website at www.dhcs.ca.gov (select "Privacy in the left column and "Notice of Privacy Practices" on the right side of the page).

B. Permission by Individuals for Use and Disclosure of PHI. Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.

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- C. *Notification of Restrictions.*** Notify the Business Associate of any restriction to the use or disclosure of PHI that DHCS has agreed to in accordance with 45 CFR section 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.
- D. *Requests Conflicting with HIPAA Rules.*** Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by DHCS.

V. Audits, Inspection and Enforcement

- A.** From time to time, DHCS may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement and this Addendum. Business Associate shall promptly remedy any violation of any provision of this Addendum and shall certify the same to the DHCS Privacy Officer in writing. The fact that DHCS inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Addendum, nor does DHCS':
1. Failure to detect or
 2. Detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of DHCS' enforcement rights under this Agreement and this Addendum.
- B.** If Business Associate is the subject of an audit, compliance review, or complaint investigation by the Secretary or the Office of Civil Rights, U.S. Department of Health and Human Services, that is related to the performance of its obligations pursuant to this HIPAA Business Associate Addendum, Business Associate shall notify DHCS and provide DHCS with a copy of any PHI or PI that Business Associate provides to the Secretary or the Office of Civil Rights concurrently with providing such PHI or PI to the Secretary. Business Associate is responsible for any civil penalties assessed due to an audit or investigation of Business Associate, in accordance with 42 U.S.C. section 17934(c).

VI. Termination

- A. *Term.*** The Term of this Addendum shall commence as of the effective date of this Addendum and shall extend beyond the termination of the contract and shall terminate when all the PHI provided by DHCS to Business Associate, or created or received by Business Associate on behalf of DHCS, is destroyed or returned to DHCS, in accordance with 45 CFR 164.504(e)(2)(ii)(I).
- B. *Termination for Cause.*** In accordance with 45 CFR section 164.504(e)(1)(ii), upon DHCS' knowledge of a material breach or violation of this Addendum by Business Associate, DHCS shall:
1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by DHCS; or
 2. Immediately terminate this Agreement if Business Associate has breached a material term of this Addendum and cure is not possible.

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- C. *Judicial or Administrative Proceedings.*** Business Associate will notify DHCS if it is named as a defendant in a criminal proceeding for a violation of HIPAA. DHCS may terminate this Agreement if Business Associate is found guilty of a criminal violation of HIPAA. DHCS may terminate this Agreement if a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined.
- D. *Effect of Termination.*** Upon termination or expiration of this Agreement for any reason, Business Associate shall return or destroy all PHI received from DHCS (or created or received by Business Associate on behalf of DHCS) that Business Associate still maintains in any form, and shall retain no copies of such PHI. If return or destruction is not feasible, Business Associate shall notify DHCS of the conditions that make the return or destruction infeasible, and DHCS and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. Business Associate shall continue to extend the protections of this Addendum to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

VII. Miscellaneous Provisions

- A. *Disclaimer.*** DHCS makes no warranty or representation that compliance by Business Associate with this Addendum, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- B. *Amendment.*** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon DHCS' request, Business Associate agrees to promptly enter into negotiations with DHCS concerning an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable laws. DHCS may terminate this Agreement upon thirty (30) days written notice in the event:
1. Business Associate does not promptly enter into negotiations to amend this Addendum when requested by DHCS pursuant to this Section; or
 2. Business Associate does not enter into an amendment providing assurances regarding the safeguarding of PHI that DHCS in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.
- C. *Assistance in Litigation or Administrative Proceedings.*** Business Associate shall make itself and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under this Agreement, available to DHCS at no cost to DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by the Business Associate, except where Business Associate or its subcontractor, employee or agent is a named adverse party.

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- D. *No Third-Party Beneficiaries.*** Nothing express or implied in the terms and conditions of this Addendum is intended to confer, nor shall anything herein confer, upon any person other than DHCS or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- E. *Interpretation.*** The terms and conditions in this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the HIPAA regulations and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act and the HIPAA regulations.
- F. *Regulatory References.*** A reference in the terms and conditions of this Addendum to a section in the HIPAA regulations means the section as in effect or as amended.
- G. *Survival.*** The respective rights and obligations of Business Associate under Section VI.D of this Addendum shall survive the termination or expiration of this Agreement.
- H. *No Waiver of Obligations.*** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

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Attachment A
Business Associate Data Security Requirements

I. Personnel Controls

- A. *Employee Training.*** All workforce members who assist in the performance of functions or activities on behalf of DHCS, or access or disclose DHCS PHI or PI must complete information privacy and security training, at least annually, at Business Associate's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.
- B. *Employee Discipline.*** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
- C. *Confidentiality Statement.*** All persons that will be working with DHCS PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to DHCS PHI or PI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for DHCS inspection for a period of six (6) years following contract termination.
- D. *Background Check.*** Before a member of the workforce may access DHCS PHI or PI, a thorough background check of that worker must be conducted, with evaluation of the results to assure that there is no indication that the worker may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

II. Technical Security Controls

- A. *Workstation/Laptop encryption.*** All workstations and laptops that process and/or store DHCS PHI or PI must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the DHCS Information Security Office.
- B. *Server Security.*** Servers containing unencrypted DHCS PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- C. *Minimum Necessary.*** Only the minimum necessary amount of DHCS PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.
- D. *Removable media devices.*** All electronic files that contain DHCS PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smartphones, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.
- E. *Antivirus software.*** All workstations, laptops and other systems that process and/or store DHCS PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

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- F. Patch Management.** All workstations, laptops and other systems that process and/or store DHCS PHI or PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- G. User IDs and Password Controls.** All users must be issued a unique user name for accessing DHCS PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
- Upper case letters (A-Z)
 - Lower case letters (a-z)
 - Arabic numerals (0-9)
 - Non-alphanumeric characters (punctuation symbols)
- H. Data Destruction.** When no longer needed, all DHCS PHI or PI must be cleared, purged, or destroyed consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the PHI or PI cannot be retrieved.
- I. System Timeout.** The system providing access to DHCS PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- J. Warning Banners.** All systems providing access to DHCS PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
- K. System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DHCS PHI or PI, or which alters DHCS PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If DHCS PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- L. Access Controls.** The system providing access to DHCS PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.

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- M. *Transmission encryption.*** All data transmissions of DHCS PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PHI can be encrypted. This requirement pertains to any type of PHI or PI in motion such as website access, file transfer, and E-Mail.
- N. *Intrusion Detection.*** All systems involved in accessing, holding, transporting, and protecting DHCS PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

III. Audit Controls

- A. *System Security Review.*** All systems processing and/or storing DHCS PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
- B. *Log Reviews.*** All systems processing and/or storing DHCS PHI or PI must have a routine procedure in place to review system logs for unauthorized access.
- C. *Change Control.*** All systems processing and/or storing DHCS PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

IV. Business Continuity / Disaster Recovery Controls

- A. *Emergency Mode Operation Plan.*** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic DHCS PHI or PI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.
- B. *Data Backup Plan.*** Contractor must have established documented procedures to backup DHCS PHI to maintain retrievable exact copies of DHCS PHI or PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data.

V. Paper Document Controls

- A. *Supervision of Data.*** DHCS PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DHCS PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. *Escorting Visitors.*** Visitors to areas where DHCS PHI or PI is contained shall be escorted and DHCS PHI or PI shall be kept out of sight while visitors are in the area.
- C. *Confidential Destruction.*** DHCS PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.

ADDENDUM B

HIPAA Business Associate Addendum

- D. **Removal of Data.** DHCS PHI or PI must not be removed from the premises of the Contractor except with express written permission of DHCS.
- E. **Faxing.** Faxes containing DHCS PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
- F. **Mailing.** Mailings of DHCS PHI or PI shall be sealed and secured from damage or inappropriate viewing of PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of DHCS PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of DHCS to use another method is obtained.



JENNIFER KENT
DIRECTOR

State of California—Health and Human Services Agency
Department of Health Care Services



EDMUND G. BROWN JR.
GOVERNOR

**ADDENDUM D: Medi-Cal County Inmate Program (MCIP) FY 2016-17 Agreement
County Certification Form**

I hereby certify, under penalty of perjury, that I am the County Representative and have the authority to sign on behalf of the County of Mono, for the period of July / 2017 through June / 2018 /.

County Official Name: Stacy Corless

County Official Title: Chair, Mono County Board of Supervisors

County Official _____ Date _____
Signature

Primary Contact: Arlene Mills

Alternate Contact: Janet Dutcher

Phone: 760-932-7278

Phone: 760-93-5494

Email: amills@monosheriff.org

Email: jdutcher@mono.ca.gov

Submit completed form to:
DEPARTMENT OF HEALTH CARE SERVICES
INMATE MEDI-CAL CLAIMING UNIT
P.O. BOX 997436, MS 4504
SACRAMENTO, CA 95899-7436
EMAIL: DHCSIMCU@dhcs.ca.gov



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE February 14, 2017

Departments: CAO, Behavioral Health, Social Services, Sheriff

TIME REQUIRED 30 minutes (10 minute presentation;
20 minute discussion)

**PERSONS
APPEARING
BEFORE THE
BOARD**

Leslie Chapman, Ingrid Braun, Kathy
Peterson, Robin Roberts, Lynda
Salcido

SUBJECT Executive Order Regarding
"Sanctuary
Jurisdictions"/Cooperation with
Federal Immigration Enforcement

AGENDA DESCRIPTION:

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

Discussion of President Trump's January 25, 2017, Executive Order restricting federal grant funding for "Sanctuary Jurisdictions" (defined in the Order as entities or officials which prohibit or restrict the sharing of immigration status information with federal authorities or which prohibit or restrict the maintenance of such information) as well as any other jurisdiction as determined by the Secretary of Homeland Security, and its potential impacts on and within Mono County.

RECOMMENDED ACTION:

Hear presentation from staff and have discussion regarding President Trump's Executive Order. Provide direction to staff regarding possible County response, which may include, but need not be limited to: providing information to the public through staff letter, other community outreach, or formal Board Proclamation regarding the County's position and/or current law regarding cooperation with federal immigration enforcement efforts.

FISCAL IMPACT:

Staff time to develop and distribute information.

CONTACT NAME: Leslie Chapman

PHONE/EMAIL: 760-932-5414 / lchapman@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Staff Report](#)

[Executive Order](#)

History

Time	Who	Approval
2/9/2017 5:32 AM	County Administrative Office	Yes
2/9/2017 5:10 PM	County Counsel	Yes
2/9/2017 10:44 AM	Finance	Yes

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

To: Board of Supervisors

From: Stacey Simon, Leslie Chapman, Ingrid Braun, Lynda Salcido, Robin Roberts, and Kathy Peterson

Date: February 14, 2017

Re: Executive Order Regarding "Sanctuary Jurisdictions"/Cooperation with Federal Immigration Enforcement

Recommended Action

Hear presentation from staff and have discussion regarding President Trump's Executive Order. Provide direction to staff regarding possible County responses, which may include, but need not be limited to: providing information to the public through staff letter, other community outreach, or formal Board Proclamation regarding the County's position and/or current law regarding cooperation with federal immigration enforcement efforts.

Strategic Plan Focus Area(s) Met

Economic Base Infrastructure Public Safety
 Environmental Sustainability Mono Best Place to Work

Fiscal Impact

Staff time to prepare and provide information.

Discussion

On January 25, 2017, President Trump signed an Executive Order restricting federal funding for so-called "sanctuary jurisdictions." According to Section 1 of the Order, "Sanctuary jurisdictions across the United States willfully violate Federal law in an attempt to shield aliens from removal from the United States. These jurisdictions have caused immeasurable harm to the American people and the very fabric of our Republic."

There has never been a single, accepted definition of the term “sanctuary jurisdiction” (or sanctuary city), and the Executive Order does not shed much additional light on the question.

What the Order does make clear is that, at a minimum, a sanctuary jurisdiction is an agency that willfully refuses to comply with 8 U.S.C. §1373. Section 1373 is a Federal law that prohibits officials or entities from restricting the flow of information on immigration or citizenship status to the federal government.

However, there is reason to believe that the Order provides for entities to be designated as sanctuary jurisdictions for actions other than noncompliance with Section 1373. Specifically, Section 9, states that the Secretary of Homeland Security may designate sanctuary jurisdictions “in his discretion and to the extent consistent with law.” There is no clear guidance as to what might trigger such a discretionary designation. In other words, it is unknown what actions a local government entity might take (other than violating 8 U.S.C. §1373) which could cause it to be designated a sanctuary jurisdiction under this provision, if this language is interpreted as providing for designation for reasons other than violation of 1373.

For example, if Immigrations and Customs Enforcement (ICE) requests that a local law enforcement agency hold an individual or assist with a detention (as is commonly the case in larger counties), or demands records or information, would refusal to comply result in sanctuary jurisdiction status? This is presently not known. In part due to such uncertainty, two California local entities (the City and County of San Francisco and Santa Clara County) have filed litigation seeking court guidance and/or an injunction blocking implementation of the Order.

In addition, there is State legislation pending (SB 6 *Hueso* and SB 54 *De Leon*) addressing immigration issues in response to the Executive Order. SB 6 would amend State law to strengthen current requirements that the State Department of Social Services provide legal services to individuals in deportation proceedings who are not otherwise entitled to legal representation.

SB 54 would repeal current State law requiring an arresting agency to notify the Federal government when it has reason to believe that a person arrested for a violation of specified controlled substance provisions may not be citizen (therefore arguably making all local agencies “sanctuary jurisdictions”); prohibit local law enforcement from using resources to investigate, interrogate, detain, detect, or arrest persons for immigration enforcement purposes; and require the adoption of model policies regarding information confidentiality by specified entities (schools, health facilities, courts and shelters).

In Mono County (and elsewhere) the impact of the Executive Order is largely unknown, given its poor drafting and the various lawsuits currently pending which may clarify it, or block its enforcement. Nevertheless, several departments within the County (primarily Sheriff, Probation, Social Services, Public Health, and Behavioral Health) engage in activities that are potentially implicated by the Order.

Those departments wish to open a dialog with your Board and the public regarding the Order, current laws and practices, the impact (if any) of the Executive Order on the services the County provides, and whether the County may wish to take some action in response to the Order. The purpose of this item is to begin that conversation and receive Board and public input.

If you have any questions regarding this item prior to your meeting, please call me at 924-1704.

Encl.

Executive Order

Executive Order: Enhancing Public Safety in the Interior of the United States

EXECUTIVE ORDER

ENHANCING PUBLIC SAFETY IN THE INTERIOR OF THE UNITED STATES

By the authority vested in me as President by the Constitution and the laws of the United States of America, including the Immigration and Nationality Act (INA) (8 U.S.C. 1101 et seq.), and in order to ensure the public safety of the American people in communities across the United States as well as to ensure that our Nation's immigration laws are faithfully executed, I hereby declare the policy of the executive branch to be, and order, as follows:

Section 1. Purpose. Interior enforcement of our Nation's immigration laws is critically important to the national security and public safety of the United States. Many aliens who illegally enter the United States and those who overstay or otherwise violate the terms of their visas present a significant threat to national security and public safety. This is particularly so for aliens who engage in criminal conduct in the United States.

Sanctuary jurisdictions across the United States willfully violate Federal law in an attempt to shield aliens from removal from the United States. These jurisdictions have caused immeasurable harm to the American people and to the very fabric of our Republic.

Tens of thousands of removable aliens have been released into communities across the country, solely because their home countries refuse to accept their repatriation. Many of these aliens are criminals who have served time in our Federal, State, and local jails. The presence of such individuals in the United States, and the practices of foreign nations that refuse the repatriation of their nationals, are contrary to the national interest.

Although Federal immigration law provides a framework for Federal-State partnerships in enforcing our immigration laws to ensure the removal of aliens who have no right to be in the United States, the Federal Government has failed to discharge this basic sovereign responsibility. We cannot faithfully execute the immigration laws of the United States if we exempt classes or categories of removable aliens from potential enforcement. The purpose of this order is to direct executive departments and agencies (agencies) to employ all lawful means to enforce the immigration laws of the United States.

Sec. 2. Policy. It is the policy of the executive branch to:

- (a) Ensure the faithful execution of the immigration laws of the United States, including the INA, against all removable aliens, consistent with Article II, Section 3 of the United States Constitution and section 3331 of title 5, United States Code;
- (b) Make use of all available systems and resources to ensure the efficient and faithful execution of the immigration laws of the United States;
- (c) Ensure that jurisdictions that fail to comply with applicable Federal law do not receive Federal funds, except as mandated by law;
- (d) Ensure that aliens ordered removed from the United States are promptly removed; and
- (e) Support victims, and the families of victims, of crimes committed by removable aliens.

Sec. 3. Definitions. The terms of this order, where applicable, shall have the meaning provided by section 1101 of title 8, United States Code.

Sec. 4. Enforcement of the Immigration Laws in the Interior of the United States. In furtherance of the policy described in section 2 of this order, I hereby direct agencies to employ all lawful means to ensure the faithful execution of the immigration laws of the United States against all removable aliens.

Sec. 5. Enforcement Priorities. In executing faithfully the immigration laws of the United States, the Secretary of Homeland Security (Secretary) shall prioritize for removal those aliens described by the Congress in sections 212(a)(2), (a)(3), and (a)(6)(C), 235, and 237(a)(2) and (4) of the INA (8 U.S.C. 1182(a)(2), (a)(3), and (a)(6)(C), 1225, and 1227(a)(2) and (4)), as well as removable aliens who:

- (a) Have been convicted of any criminal offense;
- (b) Have been charged with any criminal offense, where such charge has not been resolved;
- (c) Have committed acts that constitute a chargeable criminal offense;
- (d) Have engaged in fraud or willful misrepresentation in connection with any official matter or application before a governmental agency;
- (e) Have abused any program related to receipt of public benefits;
- (f) Are subject to a final order of removal, but who have not complied with their legal obligation to depart the United States; or

(g) In the judgment of an immigration officer, otherwise pose a risk to public safety or national security.

Sec. 6. Civil Fines and Penalties. As soon as practicable, and by no later than one year after the date of this order, the Secretary shall issue guidance and promulgate regulations, where required by law, to ensure the assessment and collection of all fines and penalties that the Secretary is authorized under the law to assess and collect from aliens unlawfully present in the United States and from those who facilitate their presence in the United States.

Sec. 7. Additional Enforcement and Removal Officers. The Secretary, through the Director of U.S. Immigration and Customs Enforcement, shall, to the extent permitted by law and subject to the availability of appropriations, take all appropriate action to hire 10,000 additional immigration officers, who shall complete relevant training and be authorized to perform the law enforcement functions described in section 287 of the INA (8 U.S.C. 1357).

Sec. 8. Federal-State Agreements. It is the policy of the executive branch to empower State and local law enforcement agencies across the country to perform the functions of an immigration officer in the interior of the United States to the maximum extent permitted by law.

(a) In furtherance of this policy, the Secretary shall immediately take appropriate action to engage with the Governors of the States, as well as local officials, for the purpose of preparing to enter into agreements under section 287(g) of the INA (8 U.S.C. 1357(g)).

(b) To the extent permitted by law and with the consent of State or local officials, as appropriate, the Secretary shall take appropriate action, through agreements under section 287(g) of the INA, or otherwise, to authorize State and local law enforcement officials, as the Secretary determines are qualified and appropriate, to perform the functions of immigration officers in relation to the investigation, apprehension, or detention of aliens in the United States under the direction and the supervision of the Secretary. Such authorization shall be in addition to, rather than in place of, Federal performance of these duties.

(c) To the extent permitted by law, the Secretary may structure each agreement under section 287(g) of the INA in a manner that provides the most effective model for enforcing Federal immigration laws for that jurisdiction.

Sec. 9. Sanctuary Jurisdictions. It is the policy of the executive branch to ensure, to the fullest extent of the law, that a State, or a political subdivision of a State, shall comply with 8 U.S.C. 1373.

(a) In furtherance of this policy, the Attorney General and the Secretary, in their discretion and to the extent consistent with law, shall ensure that jurisdictions that willfully refuse to comply with 8 U.S.C. 1373 (sanctuary jurisdictions) are not eligible to receive Federal grants, except as deemed necessary

for law enforcement purposes by the Attorney General or the Secretary. The Secretary has the authority to designate, in his discretion and to the extent consistent with law, a jurisdiction as a sanctuary jurisdiction. The Attorney General shall take appropriate enforcement action against any entity that violates 8 U.S.C. 1373, or which has in effect a statute, policy, or practice that prevents or hinders the enforcement of Federal law.

(b) To better inform the public regarding the public safety threats associated with sanctuary jurisdictions, the Secretary shall utilize the Declined Detainer Outcome Report or its equivalent and, on a weekly basis, make public a comprehensive list of criminal actions committed by aliens and any jurisdiction that ignored or otherwise failed to honor any detainers with respect to such aliens.

(c) The Director of the Office of Management and Budget is directed to obtain and provide relevant and responsive information on all Federal grant money that currently is received by any sanctuary jurisdiction.

Sec. 10. Review of Previous Immigration Actions and Policies. (a) The Secretary shall immediately take all appropriate action to terminate the Priority Enforcement Program (PEP) described in the memorandum issued by the Secretary on November 20, 2014, and to reinstitute the immigration program known as "Secure Communities" referenced in that memorandum.

(b) The Secretary shall review agency regulations, policies, and procedures for consistency with this order and, if required, publish for notice and comment proposed regulations rescinding or revising any regulations inconsistent with this order and shall consider whether to withdraw or modify any inconsistent policies and procedures, as appropriate and consistent with the law.

(c) To protect our communities and better facilitate the identification, detention, and removal of criminal aliens within constitutional and statutory parameters, the Secretary shall consolidate and revise any applicable forms to more effectively communicate with recipient law enforcement agencies.

Sec. 11. Department of Justice Prosecutions of Immigration Violators. The Attorney General and the Secretary shall work together to develop and implement a program that ensures that adequate resources are devoted to the prosecution of criminal immigration offenses in the United States, and to develop cooperative strategies to reduce violent crime and the reach of transnational criminal organizations into the United States.

Sec. 12. Recalcitrant Countries. The Secretary of Homeland Security and the Secretary of State shall cooperate to effectively implement the sanctions provided by section 243(d) of the INA (8 U.S.C. 1253(d)), as appropriate. The Secretary of State shall, to the maximum extent permitted by law, ensure that diplomatic efforts and negotiations with foreign states include as a condition precedent the

acceptance by those foreign states of their nationals who are subject to removal from the United States.

Sec. 13. Office for Victims of Crimes Committed by Removable Aliens. The Secretary shall direct the Director of U.S. Immigration and Customs Enforcement to take all appropriate and lawful action to establish within U.S. Immigration and Customs Enforcement an office to provide proactive, timely, adequate, and professional services to victims of crimes committed by removable aliens and the family members of such victims. This office shall provide quarterly reports studying the effects of the victimization by criminal aliens present in the United States.

Sec. 14. Privacy Act. Agencies shall, to the extent consistent with applicable law, ensure that their privacy policies exclude persons who are not United States citizens or lawful permanent residents from the protections of the Privacy Act regarding personally identifiable information.

Sec. 15. Reporting. Except as otherwise provided in this order, the Secretary and the Attorney General shall each submit to the President a report on the progress of the directives contained in this order within 90 days of the date of this order and again within 180 days of the date of this order.

Sec. 16. Transparency. To promote the transparency and situational awareness of criminal aliens in the United States, the Secretary and the Attorney General are hereby directed to collect relevant data and provide quarterly reports on the following:

- (a) the immigration status of all aliens incarcerated under the supervision of the Federal Bureau of Prisons;
- (b) the immigration status of all aliens incarcerated as Federal pretrial detainees under the supervision of the United States Marshals Service; and
- (c) the immigration status of all convicted aliens incarcerated in State prisons and local detention centers throughout the United States.

Sec. 17. Personnel Actions. The Office of Personnel Management shall take appropriate and lawful action to facilitate hiring personnel to implement this order.

Sec. 18. General Provisions. (a) Nothing in this order shall be construed to impair or otherwise affect:

- (i) the authority granted by law to an executive department or agency, or the head thereof; or
- (ii) the functions of the Director of the Office of Management and Budget relating to budgetary, administrative, or legislative proposals.

(b) This order shall be implemented consistent with applicable law and subject to the availability of appropriations.

(c) This order is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

DONALD J. TRUMP

THE WHITE HOUSE,
January 25, 2017.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE February 14, 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, and Dave Butters. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39--majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

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ATTACHMENTS:

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--

History

Time

Who

Approval



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

REGULAR AGENDA REQUEST

Print

MEETING DATE February 14, 2017

TIME REQUIRED

SUBJECT Closed Session - Exposure to
Litigation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: One. Facts and circumstances: Conway Ranch Sheep Grazing.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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

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History

Time	Who	Approval
2/8/2017 1:23 PM	County Administrative Office	Yes
2/4/2017 1:34 PM	County Counsel	Yes

2/8/2017 12:54 PM

Finance

Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE February 14, 2017

TIME REQUIRED

SUBJECT Closed Session - Existing Litigation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Desert Survivors, et al. v. United States Department of Interior, et al. (Case No. 3:16-cv-01165-JCS).

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: 760-924-1706 / cmilovich@mono.ca.gov

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

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History

Time	Who	Approval
2/8/2017 1:23 PM	County Administrative Office	Yes
2/4/2017 1:35 PM	County Counsel	Yes

2/8/2017 12:56 PM

Finance

Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE February 14, 2017

TIME REQUIRED

SUBJECT Closed Session - Existing Litigation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Czeschin - appeal of administrative citation (Mono Superior Court No. CV170001).

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Anne Larsen

PHONE/EMAIL: 760 924-1707 / alarsen@mono.ca.gov

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

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MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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No Attachments Available

History

Time	Who	Approval
2/8/2017 12:57 PM	County Administrative Office	Yes
2/6/2017 11:55 AM	County Counsel	Yes
2/8/2017 2:01 PM	Finance	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE February 14, 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 NO EARLIER THAN 1:00 P.M.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

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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 February 14, 2017

Departments: CDD, Environmental Health, Public Works, County Counsel, Assessor

TIME REQUIRED	20 minutes (10 minute presentation; 10 minute discussion)	PERSONS APPEARING BEFORE THE BOARD	Wendy Sugimura
SUBJECT	Response to Public Comment on Camp Antelope		

AGENDA DESCRIPTION:

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

Presentation by Mono County departments regarding public comments made on the Camp Antelope project in Walker.

RECOMMENDED ACTION:

None - informational only.

FISCAL IMPACT:

Staff time to research the project beyond routine permitting and inspections, and compile and develop the informational presentation.

CONTACT NAME: Wendy Sugimura

PHONE/EMAIL: 7609241814 / wsugimura@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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staff report
Attachment 1 Swab
Attachment 2
Attachment 3 R96-68

[Attachment 4 DR 04-08](#)

[Attachment 5 Building Permit History](#)

[Attachment 6 Foundation Only Permit](#)

History

Time	Who	Approval
2/9/2017 2:33 PM	County Administrative Office	Yes
2/7/2017 8:46 AM	County Counsel	Yes
2/8/2017 2:32 PM	Finance	Yes

Mono County Community Development Department

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

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

Date: February 14, 2017

To: Honorable Mono County Board of Supervisors

From: Community Development Department (Wendy Sugimura, Jake Suppa, Jim Shoffner, Paul McFarland)
Environmental Health Department (Louis Molina, Jon Drozd)
Public Works Department (Jeff Walters, Walt Lehmann)
County Counsel (Stacey Simon, Christy Milovich)
Assessor (Barry Beck)

RE: RESPONSE TO PUBLIC COMMENT ON CAMP ANTELOPE

Recommended Action

None, informational only.

Fiscal Impact

Staff time to research the project beyond routine permitting and inspections, and compile and develop the informational presentation.

Background

At the December 6, 2016 Board of Supervisors meeting, the Board received a public comment regarding development at the parcel known as "Camp Antelope" in Walker. This individual, Mr. Eric Swab, later submitted his public comment to the Board Clerk in writing (see Attachment 1). He also commented again at the Dec. 13 meeting, and possibly also at the Jan. 17, 2017 Board meeting (no name was stated by the commenter). Written comments have been requested each time, however nothing further has been received by the Board Clerk.

An informal verbal update was provided by staff at the December 20 meeting, and at that time the Board asked if staff had been in communication with the commenter. We believe both the Community Development Department and Assessor have been fielding questions from him, although he provided different names to each department (and a different name under public comment) which has caused some confusion.

The parcel in question is Assessor's Parcel Number (APN) 002-430-022-000 and is located at 874 Camp Antelope Road in Walker. The parcel is approximately 79 acres in size, and the Land Use Designation is Estate Residential (ER).

Camp Antelope was originally constructed in the 1950's and 60's by the United States Army. Title to Camp Antelope was conveyed by the U.S. Department of Housing and Urban Development (HUD) on behalf of the United States to the Owens Valley Indian Housing Authority (OVIHA) on July 26, 1976. The parcel is owned in fee title by the Owens Valley Housing Authority according to the Assessor's records. The Lone Pine Paiute Shoshone Tribe states title was conveyed to them on March 6, 2016, and that the legal documentation for this ownership change is nearly complete.

At this time, given the property is owned in fee title, the County has full jurisdictional authority over planning and private development activities (see Attachment 2). However, issues regarding financial management or project funding, status of entities (such as the Owens Valley Indian Housing Authority [OVIHA]), and tribal governance

matters are outside the purview of the County. This staff report attempts to summarize activities on this parcel under County authority.

Please note a Resolution approving a memorandum of agreement between the County of Mono and the Owens Valley Indian Housing Authority concerning certain governmental services to a housing authority project in Mono County (R76-103) exists from July 20, 1976. This agreement is attached (Attachment 2) for context and history. The Board of Supervisors also approved a resolution (R96-68) in 1996 supporting the Owens Valley Indian Housing Authority's Demolition-Disposition Application submitted to the U.S. Department of Housing and Urban Development (see Attachment 3).

Activities under County Jurisdiction

Ownership

The parcel is currently owned in fee title by the Owens Valley Indian Housing Authority. The County's understanding is that the U.S. Department of Housing and Urban Development is transferring the land to the Lone Pine Paiute Shoshone Tribe via the Bureau of Indian Affairs. The land is expected to then be placed into trust status, and the County will no longer have regulatory authority over activities. This ownership transfer may be completed in 2017; until it occurs, private development activities are being regulated under County standards.

Planning

In November 2004, the Planning Division issued a Director Review (DR 04-08, see Attachment 4) for the demolition/reconstruction and/or rehabilitation of 36 existing units in two phases, subject to compliance with any requirements of Environmental Health, Building, and Public Works. This DR has been extended several times under the determination that good-faith progress was being made given various site plans were submitted, engineering firms were hired, and building permit applications were submitted. The DR runs with the land and authorizes a land use even if the original applicant is no longer involved or the landowner changes. In this particular case, OVIHA was the applicant.

The housing and environs on this property are in poor condition, and improvements would greatly benefit residents. The complete project envisions several phases, and includes road and utility upgrades. Per County requirements, utilities will be installed underground.

The current building permit submittals (see below) are manufactured homes. Two or more manufactured homes that are rented or leased may trigger jurisdictional authority by the State Department of Housing and Community Development (HCD) as a mobile home park (Health and Safety Code §18214¹). The Tribe has been asked if rent will be collected. If HCD authority is triggered, then HCD will assume planning jurisdiction. If not, then the County continues to regulate as we are now, as manufactured housing does not trigger the County's General Plan definition of a mobilehome park. The County has clarified with HCD that we can proceed under our authority until facts are received that clearly trigger HCD jurisdiction.

¹ If tribal members do not pay rent, HCD jurisdiction would not be triggered. HSC Division 13, Part 2.1, Section 18214: (a) "Mobilehome park" is any area or tract of land where two or more lots are rented or leased, held out for rent or lease, or were formerly held out for rent or lease and later converted to a subdivision, cooperative, condominium, or other form of resident ownership, to accommodate manufactured homes, mobilehomes, or recreational vehicles used for human habitation. The rental paid for a manufactured home, a mobilehome, or a recreational vehicle shall be deemed to include rental for the lot it occupies. This subdivision shall not be construed to authorize the rental of a mobilehome park space for the accommodation of a recreational vehicle in violation of Section 798.22 of the Civil Code.

Building

The building division has records of 46 permits for the demolition and replacement of units at Camp Antelope, although most are expired (see Attachment 5 for additional details).

- **Active Permits:** In 2016, four permits for two different models of manufactured homes were submitted by the Lone Pine Paiute Shoshone Tribe. As provided for in the Building code, "Foundation only" permits have been issued for each unit² (see Attachment 6); the permits for installation of the manufactured homes are pending additional plan check approvals. No grading permits were required for these permits, and Public Works approved the plan check review. The Lone Pine Paiute Shoshone Reservation is the applicant, and has paid all building permit fees. A licensed contractor obtained through a bid process will be hired to complete the work. The source/management of project funding is outside the purview of the County.
- **Demolition Permits:** Demolition for the current project under the Lone Pine Paiute Shoshone Tribe are proceeding under permits previously issued in 2010. A determination was made to apply the demolition portion of the previous permits to the existing project to limit additional expenses, and because the majority of this work was never completed. Demolition permits are minor in nature and require relatively little staff time.
- **Expired Permits:** The other permits were submitted between 2005-2011, with the majority submitted during 2010 under OVIHA. Only one of these permits was finalized (B10-109, a 1,614 square foot single family residence). Little to no work occurred with the majority of these permits.

All permits are plan checked and inspected to California Building Code standards. Building permit issuance includes reviews and/or approvals by the following departments: Planning, Public Works (easements, grading, flood, encroachment), Environmental Health (water and sewer), and Building. Applicable special districts, such as fire districts and public utility districts, are contacted for coordination. In addition, impact fees for new construction are collected for fire protection districts and school districts, and passed through to those entities.

Manufactured homes are constructed to federal standards, and then must be approved and stamped by the state Housing and Community Development (HCD) Department prior to installation in California. The County Building Division plan checks certain components to ensure compliance with the state building code, such as Wildland-Urban Interface (WUI) compliance,³ and any local modifications, such as snow loading. A permanent, engineered foundation, which is required by planning regulations, is also plan checked for compliance with the County's adopted building standards. The California Building Code does not require fire sprinklers in manufactured homes at this time.⁴

² California Building code section R106.3.3 Phased Approval provides for "a permit for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been submitted, provided that adequate information and detailed statement have been filed complying with pertinent requirements of this code. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a permit for the entire structure will be granted."

³ Pursuant to Information Bulletin 2009-03 [MH] addressing Title 25, California Code of Regulations, Chapter 3, Article 2.3, Ignition-Resistant Construction.

⁴ Health and Safety Code, Division 13, Section 18909(g) states "Building standard" does not include any regulation, rule, order, or standard that pertains to mobilehomes, manufactured homes, commercial coaches, special purpose commercial coaches, or recreational vehicles. Therefore, the fire sprinkler requirements contained in the California Residential code, Title 24, Part 2.5, are building standards adopted by the California Building Standards Commission for site-constructed dwellings and do not apply to mobile and manufactured homes. Nothing in Title 25, which pertains specifically to manufactured homes, or other applicable regulations require fire sprinklers in manufactured homes.

In short, Camp Antelope building permits are subject to the same standards for manufactured homes as any other building permit in Mono County.

Water System

The water system is under permit by Environmental Health, and a verbal update will be provided at the Board meeting.

Environmental Health also has a review/approval role in building permit issuance. In this case, as long as the applicant is making progress toward compliance, building permit approval would be granted.

Public Works

In addition to reviewing/approving easements, encroachments, and grading via the building permit plan check process, Public Works was recently contacted by Camp Antelope staff for snow removal within the housing area. The 1976 memorandum of agreement (in Attachment 2) states "County agrees to provide road maintenance services to the subject property on a basis consistent with road maintenance services to any other person or property within Mono County and the requirements of Federal and State law."

The County clears County roads and rights-of-way, but does not clear private property. Therefore, the County clears the road up to the private property line of the Camp Antelope parcel.

Attachments

1. Written public comments from the Dec. 6, 2016 Board of Supervisors meeting, submitted by Eric Swab
2. Legal opinion on County regulatory authority over Camp Antelope; and Mono County Board of Supervisors Resolution 76-103, dated July 20, 1976
3. R96-68, dated October 1, 1996
4. Director Review 04-08
5. List of Camp Antelope building permits issued since 2005
6. Foundation Only building permit authorization

Eric. S Notes; for Mono county board of supervisors, Dec. 6, 2016 Regular Meeting.

I would like to bring to your attention or serve notice to this body.

Thank you, for this opportunity to address the Board of Supervisors of Mono County, on this Health & Safety concern.

1. Did you know that LPPSR-Lone Pine Paiute-Shoshone Reservation had a General Council Meeting Sunday 4, 2016 ?? It was video tape ??
2. This public meeting, was talking about (OVIHA's – Owens Valley Indian Housing Authority), Camp Antelope water system??? Clean Water Act requirements'?? etc.
3. No one was certified to run it since July 2016 ?? All of it to mislead the tribe or public ?
4. The water system was taken apart without permits (signed)?? Public money used ?? all without government approval ??
5. The public has a right to know if the board of supervisors used their authority to hide the facts from the public ??
6. It appears from this public meeting, the tribal government, Knew they had old or no permits?? It was OVIHA land base. And will still place the trailers in without California codes??? Some Tribal officials may have misinformed county officials??

Note; OVIHA was operating pursuant to U.S. Housing Act 1937 (42 U.S.C. 1437) not a entity of LPPSR- Lone Pine Paiute-Shoshone Reservation, Big Pine Indian Reservation, Independence Reservation, Bishop Reservation. Note; Look at audits

The new LPPSR housing members will be in place at the next general council meeting. The money and asset of OVIHA will be dissolved as soon as possible. It appears to me, all monies where spent illegally. (\$825,000.00 tribe packet.) no housing policies in place, No public policies in place, no NEPA, etc.

I would like see any and all of mono county records that would justified this action of LPPSR- Lone Pine Paiute-Shoshone Reservation ???

OFFICE OF THE COUNTY COUNSEL

Mono County

South County Offices

P.O. BOX 3329- MAMMOTH LAKES • CALIFORNIA • 93546

(760) 924-5450 • (760) 924-5458 (FAX)

Marshall S. Rudolph
County Counsel

TO: Scott Burns, Planning Director

FROM: Marshall Rudolph

RE: Camp Antelope -- County regulatory authority

DATE: June 9, 1997

QUESTION PRESENTED

To what extent does the County have planning authority over the Camp Antelope property?

SHORT ANSWER

At the moment, the County has full planning authority over the property. But if and when the Antelope Valley tribe is formally recognized by the federal government, which apparently is in the works, it intends to seek legislation putting the property put into trust status. If and when that occurs, the property will no longer be subject to County planning authority.

DISCUSSION

The Camp Antelope property is not presently held in trust by the federal government. It is owned outright by the Owens Valley Indian Housing Authority. The Housing Authority itself is not an Indian tribe nor is its land held in trust status by the federal government; rather, it is a nonprofit corporation.

Only Indian lands held in trust by the federal government are entitled to any sort of immunity from state and local land-use regulations. Land that is simply acquired and owned outright by a tribe is not entitled to immunity and, for regulatory purposes, is no different than any other private land. Nor is a

- 1 -

Post-it/Fax Note	7671	Date	6-9	# of pages	2
To	Scott Burns	From	Marshall		
Co./Dept		Co.			
Phone #		Phone #			
Fax #		Fax #			

tribe able to easily place land it has acquired into trust status. Rather, it takes special federal legislation determining that the land sought to be placed into trust on behalf of a tribe was either the ancestral home of the tribe or is intended to replace reservation land that was wrongfully taken from the tribe.

For example, Congress recently passed legislation authorizing the Torrez-Martinez tribe in the Coachella Valley to acquire new land in order to replace former reservation lands that were permanently flooded by the infamous "accident" that created the Salton Sea. Such legislation specified, however, that the land so acquired could only be placed into trust status (and thereby enjoy immunity from regulation) if the governing city or county did not object.

For all the foregoing reasons, the Camp Antelope property is presently subject to County planning authority to the same extent as any private land in the County. Only if and when the property is placed in trust for the benefit of a recognized tribe will it become immune from County planning authority.

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RESOLUTION NO. 76-103

RESOLUTION APPROVING MEMORANDUM OF AGREEMENT BETWEEN THE COUNTY OF MONO AND THE OWENS VALLEY INDIAN HOUSING AUTHORITY CONCERNING CERTAIN GOVERNMENTAL SERVICES TO A HOUSING AUTHORITY PROJECT IN MONO COUNTY.

WHEREAS, the Owens Valley Housing Authority is developing, maintaining, and operating a housing project in Antelope Valley, Mono County, California, and

WHEREAS, with ownership of the lands of the subject property being under the jurisdiction and control of appropriate Federal Agencies, and

WHEREAS, agreement as to what services are to be allowed and provided within and to the subject property are appropriate.

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors of the County of Mono does hereby endorse said agreement with said Owens Valley Housing Authority, and

FURTHER BE IT RESOLVED that the Chairman of the Board of Supervisors be authorized to execute the same on behalf of the County of Mono.

PASSED AND ADOPTED THIS 20th DAY OF July, 1976,

by the following vote:

AYES: Cain, Hanson, Mahan, Sharp

NOES: Falconer

ABSENT: None

ATTEST: Ann M. Webb
County Clerk

By Minnie E. Pignone
Principal Clerk

Walter B. Cain
Walter B. Cain, Chairman

The foregoing instrument is a full, true and correct copy of the original on file in this office.

Attest July 27 1976
ANN M. WEBB, County Clerk and Clerk of the Superior Court,
of the State of California, in and for the County of Mono

By Minnie E. Pignone Deputy

OWENS VALLEY
INDIAN HOUSING AUTHORITY
BISHOP, CALIF. 93514
RECEIVED AUG 2 1976

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MEMORANDUM OF AGREEMENT

This Memorandum of Agreement, dated this 21 day of July, 1976, by and between the County of Mono, hereinafter referred to as "County", and Owens Valley Indian Housing Authority, hereinafter referred to as "Housing Authority".

W I T N E S S E T H

WHEREAS, there exists within the Antelope Valley, Mono County, California, certain federally controlled government housing, and

WHEREAS, separate arrangement exists, by and between Housing Authority and the appropriate federal agencies for use and occupancy thereof, and

WHEREAS, access to the subject property is by County Road, known as Camp Antelope Road, No. 610A, and

WHEREAS, although subject property is enclosed by fence, access to the enclosed area is necessary for appropriate law enforcement purposes, and

WHEREAS, declaration and agreement of the working relationship between the parties hereto is appropriate in the public interest.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS, PROMISES AND PREMISES HEREINAFTER EXPRESSED, COUNTY AND HOUSING AUTHORITY MUTUALLY AGREE AS FOLLOWS:

- 1.) COUNTY AGREES to provide Criminal Justice Services, and Health and Welfare Services, by and through its appropriate agencies, to the subject property, all per the laws of the State of California; on a basis consistent with the providing of such services to any other person or property within Mono County, and
- 2.) COUNTY AGREES to provide road maintenance services to the subject property on a basis consistent with road maintenance services to any other person or property within Mono County

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and the requirements of Federal and State law, and

3.) AUTHORITY AGREES that in the development, operation, and maintenance of its housing project for the Antelope Indian Community, there will be gross income received of which ten percent (10%) will be paid to the Treasury of Mono County, or such other local agency or local District as may, by County Resolution, be authorized, and

4.) AUTHORITY AGREES that no restraint or limitation of access to the subject property enclosed by fence or other barriers shall be executed, maintained, or exist, which would restrict or interfere with the administration of Criminal Justice and Health and Welfare Services, the same always being subject to state law and local ordinance.

5.) COUNTY AND HOUSING AUTHORITY MUTUALLY AGREE that:

- a.) No member of, or delegate to, Congress or resident Commissioner, or Board of Supervisors shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom.
- b.) Upon a change of status of the proposed project, either party may terminate this agreement by providing sixty days written notice. Unless terminated by written notice, this agreement shall remain in force.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE LAST DATE WRITTEN BELOW.

OWENS VALLEY INDIAN HOUSING AUTHORITY

MONO COUNTY BOARD OF SUPERVISORS

C. D. Hewes
Chairman of Housing Authority

Walter B. Quinn
Chairman of Board of Supervisors

DATED: April 21 1976, 1976.

93^d CONGRESS
1st SESSION

S. 1924

IN THE SENATE OF THE UNITED STATES

MAY 31, 1973

Mr. CRANSTON (for himself and Mr. TENNEY) introduced the following bill;
which was read twice and referred to the Committee on Government
Operations

A BILL

To authorize the Administrator of General Services to dispose
of certain excess property.

1 *Be it enacted by the Senate and House of Representa-*

2 *tives of the United States of America in Congress assembled,*

3 That, upon application filed by any eligible individual

4 within the twelve calendar month period following the date

5 of the enactment of this Act, the Administrator of General

6 Services is authorized to convey, by quitclaim deed, to such

7 applicant, all right, title, and interest of the United States

8 in and to one of the thirty-six family housing units located

9 within the area comprising seven hundred and twenty acres

1 made available to the Department of the Navy under a
2 permit from the Department of Agriculture and comprising
3 a portion of Camp Antelope, Mono County, California. Such
4 conveyance shall include the land on which such dwelling is
5 situated, together with such additional land contiguous there-
6 to as the Administrator determines necessary to enable the
7 applicant to utilize such dwelling for noncommercial resi-
8 dential purposes. Such applications shall be submitted in such
9 manner and shall contain such information as the Adminis-
10 trator shall prescribe. Conveyances pursuant to this Act shall
11 be made without consideration.

12 "SEC. 2. The Administrator of General Services is
13 authorized, at any time during the twelve-calendar-month
14 period following the date of the enactment of this Act, to
15 convey, by quitclaim deed, to any eligible entity, all right,
16 title, and interest of the United States in and to the facili-
17 ties comprising the so-called maintenance shop and Laun-
18 dromat which are located generally within the area described
19 in the first section of this Act. Such conveyance shall in-
20 clude the land on which such facilities are situated, together
21 with such additional lands contiguous thereto as the Admin-
22 istrator shall determine necessary to the utilization of such
23 facilities.

24 SEC. 3. As used in this Act, the term—

25 (1) "eligible individual" means any individual

1 who, without regard to place of residence, is generally
2 recognized as a Paiute Indian of Coleville, California,
3 and who is twenty-one years of age or older; and

4 (2) "eligible entity" means any corporation, as-
5 sociation, group, or other entity established by the
6 Paiute Indians of Coleville, California.



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RESOLUTION NO. 96-68
BOARD OF SUPERVISORS, COUNTY OF MONO

**A RESOLUTION OF THE BOARD OF SUPERVISORS,
COUNTY OF MONO,
SUPPORTING THE OWENS VALLEY INDIAN HOUSING AUTHORITY'S
DEMOLITION-DISPOSITION APPLICATION**

WHEREAS, the Mono County Board of Supervisors supports and approves of the Owens Valley Indian Housing Authority's Demolition-Disposition application submitted to the U.S. Department of Housing and Urban Development to dispose of and replace 36 low-rent units in Camp Antelope, California,

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors agrees that the Demolition-Disposition Project at Camp Antelope is consistent with the Housing Element of the Mono County General Plan.

PASSED AND ADOPTED this 1st day of October, 1996, by the following vote:

AYES: Supervisors Alpers, Lawrence, Reid and Rowan.

NOES: None.

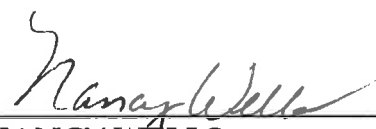
ABSENT: Supervisor Farnetti.

ABSTAIN: None.



WILLIAM M. REID, CHAIRMAN
BOARD OF SUPERVISORS
COUNTY OF MONO

ATTEST:



NANCY WELLS
CLERK OF THE BOARD

APPROVED AS TO FORM:

 10-1-96

MARSHALL S. RUDOLPH DATE
COUNTY COUNSEL

**Mono County
Community Development Department**

FILE COPY

P.O. Box 347
Mammoth Lakes, CA 93546
(760) 924-1800 Fax 924-1801
monocounty@qnet.com

Planning Division

P.O. Box 8
Bridgeport, CA 93517
(760) 932-5420 Fax 932-5421
northmono@qnet.com

**NOTICE OF DECISION
DIRECTOR REVIEW 04-08 / Camp Antelope Housing Project**

APPLICANT: Owens Valley Indian Housing Authority
SUBJECT PROPERTY: APN 02-430-22
PROPOSAL: Rehabilitate and/or demolish and rebuild a total of 36 existing housing units.

Pursuant to the Mono County General Plan Land Use Designation Estate Residential and based upon the following findings, you are notified that Director Review 04-08 has been:

- Granted as requested.
- Granted subject to the attached Conditions of Approval.
- Denied.

BACKGROUND

Camp Antelope was originally constructed in the 1950 and 1960 by the United States Army. Title to Camp Antelope was conveyed by the U. S. Department of Housing and Urban Development (HUD) on behalf of the United States to the Owens Valley Indian Housing Authority (OVIHA) on July 26, 1976. The Owens Valley Indian Housing Authority intends to rehabilitate and/or demolish and rebuild 36 existing housing units on property owned by OVIHA. The 79-acre property is located at 874 Camp Antelope Road in Walker, California. When completed, the 36 units will consist of the following:

Project Summary

<i>Number of units</i>	<i>Number of bedrooms</i>	<i>Approximate sf</i>
2	Six bedrooms	1898
5	Five bedrooms	1742
5	Four bedrooms	1618
24	Three bedrooms	1233
Total of 36 units		

The 36-unit demolition and rehabilitation is proposed under two phases. Phase 1 includes 25 units, and phase 2 includes 11 units. Phase 1 would demolish 17 units (see Figure 1). Twenty new units would eventually be built to replace the demolished 17 units, but three additional units would be demolished under phase 2 keeping the total project size at 36 units. The remaining five units under phase 1 would be rehabilitated.

Phase 1 - 25 units

<i>Number of units</i>	<i>Number of bedrooms</i>	<i>Demo/Rebuild or rehab</i>
4	Four bedrooms	Demo and rebuild
16	Three bedrooms	Demo and rebuild
1	Six bedrooms	rehab
1	Five bedroom	rehab
1	Four bedroom	rehab
2	Three bedroom	rehab
Total of 25 units		

Phase 2 would demolish 14 units that would be replaced with only 11 new units. The total units demolished, refurbished and/or rebuilt from phase 1 (25 units) and phase 2 (11 units) remains at 36 units.

Phase 2 – 11 units

<i>Number of units</i>	<i>Number of bedrooms</i>	<i>Demo/Rebuild and Rebuild</i>
2	Six bedrooms	Demo only
2	Five bedrooms	Demo only
2	Four bedrooms	Demo only
8	Three bedroom	Demo only
3	Four bedroom	Rebuild
8	Three bedroom	Rebuild
Total of 11 units		

RENTAL PROGRAM

These rebuilt and remodeled units will be available for families meeting various eligibility requirements as described in “Low Rent Admissions and Continued Occupancy Policy of the Owens Valley Indian Housing Authority.” The Owens Valley Indian Housing Authority has applied to the Tax Assessor for an exemption from real and personal property taxes based on the fact that the use of the property is for low-income rental housing. The “Low-income” eligibility requirements, including the income levels of the renters, are established by Housing and Urban Development (HUD).

DIRECTOR REVIEW FINDINGS

Under Mono County General Plan, Chapter 31, section 030, the Planning Director may issue a Director Review permit after making all of the following findings. The Director has made the following findings concerning DR 04-08:

1. All applicable provisions of Land Use Designations and Land Development Regulations are complied with, and the site of the proposed use is adequate in size and shape to accommodate the use and to accommodate all yards, walls and fences, parking, loading, landscaping and other required features.

The property has a land use designation of Estate Residential and is approximately 79.21 acres in size. This designation allows for single family dwellings. The project is upgrading an existing 36 unit development through demolition, rebuilding and rehabilitation. The property is adequate in size and shape to accommodate the use. No increase in units is permitted as part of this Director Review.

2. The site for the proposed use relates to streets and highways adequate in width and type to carry the quantity and kind of traffic generated by the proposed use.

No new impacts to streets and highways are expected. There are currently 36 existing units and after the project is complete, 36 units will have been rebuilt or rehabilitated. Director Review conditions require compliance with any requirements of the Public Works Department.

3. The proposed use will not be detrimental to the public welfare or injurious to property or improvements in the area in which the property is located.

There are currently 36 existing units and after the project is complete, 36 units will have been rebuilt or rehabilitated. The completion of this project will improve the current health and safety of the occupants and property.

4. The proposed use is consistent with the map and text of this General Plan and any applicable area plan.

The property has a land use designation of Estate Residential which allows for one dwelling unit per acre. The property is approximately 79.21 acres in size. This designation allows for single family dwellings at a maximum density of one unit per acre. The project which is upgrading an existing 36 unit development with an overall density of one unit per two acres is well within the density requirements of the General Plan. The property is adequate in size and shape to accommodate the use. No increase in units will be permitted as part of this Director Review.

The Housing Element, Table 38A Regional Housing Needs by Planning Area – Community Housing Targets, shows a need for 13 low-income units in the Antelope Valley. The Housing Element also calls for the rehabilitation of existing housing stock. This project is consistent with the Housing Element by maintaining these 36 units for low-income families.

5. That the improvements as indicated on the development plan are consistent with all adopted standards and policies as set forth in the Land Development Regulations, this General Plan and any applicable area plan.

The demolition and rehabilitation of the existing 36 units meets or exceeds all of the requirements of the Land Development Regulations and the Mono County General Plan. The project has been conditioned accordingly.

6. The project is exempt from CEQA.

This project qualifies for a Class 2 CEQA exemption. Class 2 consists of replacement or reconstruction of existing structures and facilities where the new structures will be located on the same site as the structures replaced and will have substantially the same purpose and capacity as the structures replaced. CEQA guidelines 15302.

CONDITIONS OF APPROVAL

DR 04-08 is issued with the following conditions:

1. Project shall comply with any requirements of the Environmental Health Department.
2. Project shall comply with any requirements of the Building Division.
3. Project shall comply with any requirements of the Public Works Department.
4. The replacement and/or rehabilitation of the 36 housing units shall be in compliance with the submitted project description. No additional units are permitted by this Directors Review.
5. Unit replacement shall be in substantial compliance with Figure 1. In no case shall more than 36 units be occupied. If at any time the total number of units remaining would exceed 36, new building permits would be contingent on the demolition of these units in excess of 36.
6. Consistent with HUD grant requirements, units shall be made available for low-income occupants.
7. All units and the project area shall be maintained in a neat and/orderly condition and comply with all Mono County Code and General Plan requirements. This is required prior to a "Certificate of Occupancy" for any of the units.

8. Failure to abide by the terms and conditions of this permit as well as any requirements of the Mono County Code shall be reason to terminate this permit pursuant to the process outlined in the Mono County General Plan, Chapter 32, sections 060, 070 and 080.
9. This Director Review shall terminate and all rights granted therein shall lapse if there is a failure to commence the project within 30 months (2.5 years) from the date of approval.

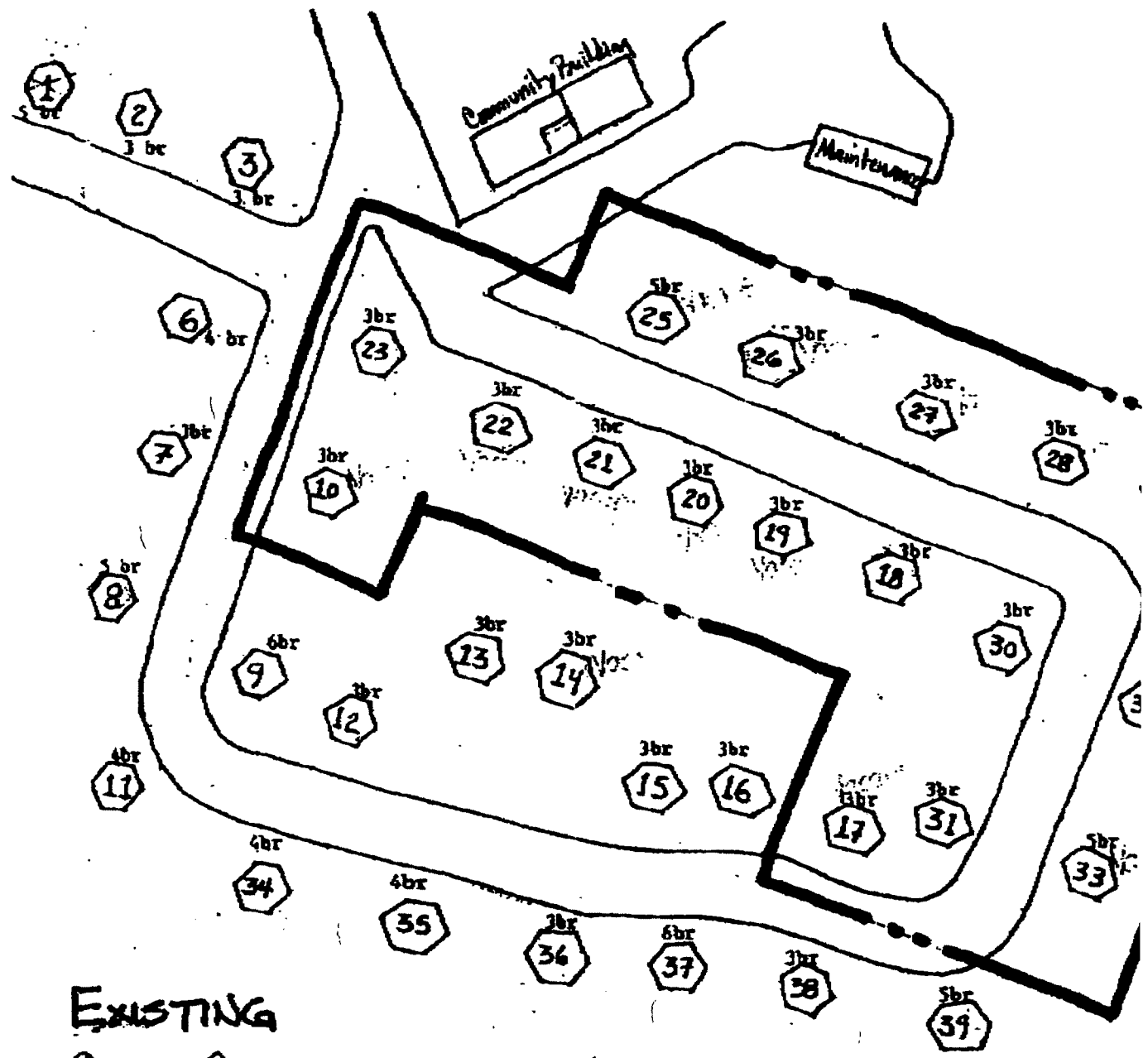
This Director Review permit shall become effective fifteen (15) days following the issuance of the Director's decision. This decision may be appealed within fifteen (15) days by filing a written notice of appeal with the Secretary of the Planning Commission. If an appeal is filed, the permit will not be issued until the appeal is considered and the Planning Commission renders a decision.

PREPARED BY: Gerry Le Francois, Senior Planner

DATE OF DECISION: November 3, 2004

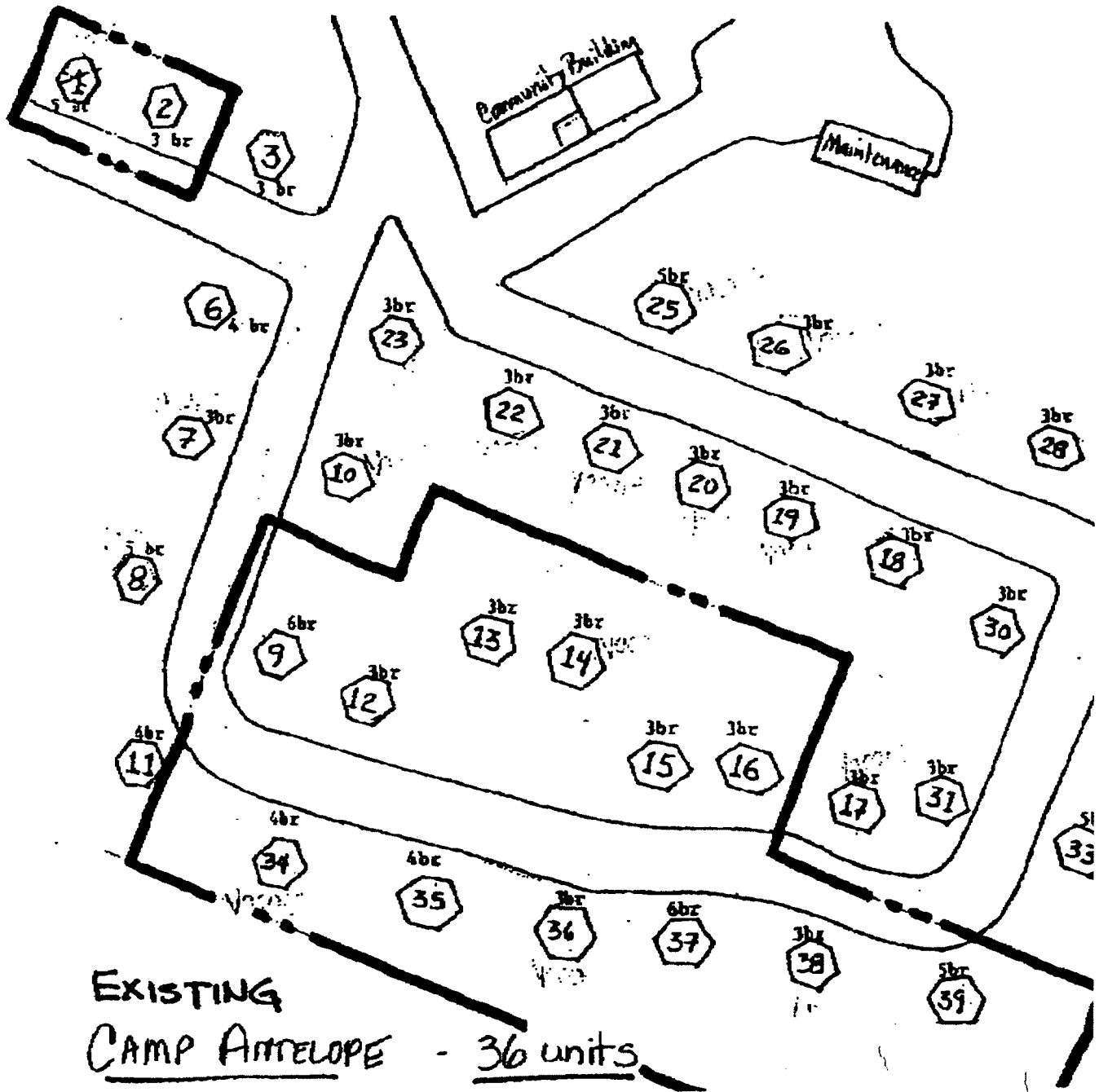
SIGNED: 
Scott Burns, Community Development Director

Figure 1



EXISTING
CAMP ANTELOPE - 36 units

Figure 2



CAMP ANTELOPE
36 UNIT REHABILITATION PROJECT
CA99B098019

Original ~ 36 Units

36
2 - Six bedroom units @ 1,898 square feet = 3,796 total square feet
5 - Five bedroom units @ 1,742 square feet = 8,710 total square feet
5 - Four bedroom units @ 1,618 square feet = 8,090 total square feet
24 - Three bedroom units @ 1,233 square feet = 29,592 total square feet
Total bedrooms = 129 bdrs.
Total Sq. Ft. = 50,188 Sq. Ft.

Phase I ~ 20 Units (rebuilt units) 5 rehab units

Demolish 17 units:

17
2 - Five bedroom homes @ 1,742 square feet = 3,484 total square feet
1 - Four bedroom home @ 1,618 square feet = 1,618 total square feet
14 - Three bedroom units @ 1,233 = 17,262 total square feet
Total bedrooms = 56 bdrs.
Total Sq. Ft. = 22,364 Sq. Ft.

Replace:

20
4 - Four bedroom units at 1,560 square feet = 6,240 total square feet
16 - Three bedroom units at 1,515 square feet = 24,240 total square feet
Total bedrooms = 64 bdrs.
Total Sq. Ft = 30,480 Sq. Ft.

Rehabilitate Five existing units:

5
1 - Six bedroom of 1,898 square feet = 1,898 total square feet
1 - Five bedroom unit of 1,742 square feet = 1,742 total square feet
1 - Four bedroom unit of 1,618 square feet = 1,618 total square feet
2 - Three bedroom unit of 1,233 square feet = 2,466 total square feet
Total bedrooms = 21 bdrs
Total square feet = 7,724 Sq. Ft.

Phase II ~ 11 Units

Demolish 14 units:

- 14
2 - Six bedroom units at 1,898 square feet = 3,796 total square feet
2 - Five bedroom units at 1,742 square feet = 3,484 total square feet
2 - Four bedroom units at 1,618 square feet = 3,236 total square feet
8 - Three bedroom units at 1,233 square feet = 9,864 square feet

Total bedrooms = 54 bdrs.

Total square feet = 20,380 Sq. Ft.

Replace with:

- 11
3 four bedroom units at 1,560 square feet = 4,680 square feet
8 three bedroom units at 1,515 square feet = 12,120 square feet

Total bedrooms = 36 bdrs.

Total square feet = 16,800 Sq. Ft.

Completed ~ 36 Unit Project:

- 1 - Six bedroom unit at 1,898 square feet = 1,898 total square feet
1 - Five bedroom unit at 1,742 square feet = 1,742 total square feet
7 - Four bedroom units at 1,560 square feet = 10,920 total square feet
1 - Four bedroom unit at 1,618 square feet = 1,618 total square feet
2 - Three bedroom units at 1,233 square feet = 2,466 total square feet
24 - Three bedroom units at 1,515 square feet = 36,360 total square feet

Total Bedrooms = 121 bdrs.

Total square feet = 55,004 Sq. Ft.

Attachment 5: List of Camp Antelope Building Permits Issued Since 2005

Permit	Classification	Parcel	Primary Party	Submit	Issue	Expired	Final	CO
BP-16-00202	1026 sf 2br manufactured home	002-430-022-000	Lone Pine Paiute Shoshone Reservation	10/20/2016		10/20/2019		
BP-16-00203	1026 sf 2br manufactured home	002-430-022-000	Lone Pine Paiute Shoshone Reservation	10/20/2016		10/20/2019		
BP-16-00204	1026 sf 2br manufactured home	002-430-022-000	Lone Pine Paiute Shoshone Reservation	10/20/2016		10/20/2019		
BP-16-00205	1296 sf 3br manufactured home Demolition of phase 1, Units to be demolished #1,2,6,7,8,9,10,23 per site plan drawn 8/10/11	002-430-022-000	Lone Pine Paiute Shoshone Reservation	10/20/2016		10/20/2019		
B11-148	New 3 BD SFR, Unit #36	002-430-022-000	Owens Valley Indian Housing Authority	03/01/2011	03/08/2011	09/08/2014		
B10-251	Demo & Replace 1064sf SFR w/ 99sf cov.deck	002-430-022-000	Owens Valley Indian Housing Authority	12/28/2010	09/30/2011	09/30/2014		
B10-240	Demo & Replace 1064sf SFR w/ 99sf cov.deck	002-430-022-000	Owens Valley Indian Housing Authority	12/28/2010	09/30/2011	09/30/2014		
B10-241	Demo & Replace 1064sf SFR w/ 99sf cov.deck	002-430-022-000	Owens Valley Indian Housing Authority	12/28/2010	09/30/2011	09/30/2014		
B10-216	Demo & Replace 1064sf SFR w/ 99sf cov.deck	002-430-022-000	Owens Valley Indian Housing Authority	12/28/2010	09/30/2011	09/30/2014		
B10-217	Demo & Replace 1064sf SFR w/ 99sf cov.deck	002-430-022-000	Owens Valley Indian Housing Authority	12/28/2010	09/30/2011	09/30/2014		
B10-208	Demo & Replace 1064sf SFR w/ 99sf cov.deck	002-430-022-000	Owens Valley Indian Housing Authority	12/28/2010	09/30/2011	09/30/2014		
B10-218	Demo & Replace 1064sf SFR w/ 99sf cov.deck	002-430-022-000	Owens Valley Indian Housing Authority	12/28/2010	09/30/2011	09/30/2014		
B10-226	Demo & Replace 1064sf SFR w/ 99sf cov.deck	002-430-022-000	Owens Valley Indian Housing Authority	12/28/2010	09/30/2011	09/30/2014		
B10-236	Demo & Replace 1064sf SFR w/ 99sf cov.deck	002-430-022-000	Owens Valley Indian Housing Authority	12/28/2010	09/30/2011	09/30/2014		
B10-239	Demo & Replace 1064sf SFR w/ 99sf cov.deck	002-430-022-000	Owens Valley Indian Housing Authority	12/28/2010	09/30/2011	09/30/2014		
B10-222	Demo & Replace 1064sf SFR w/ 99sf cov.deck	002-430-022-000	Owens Valley Indian Housing Authority	12/28/2010	09/30/2011	09/30/2014		
B10-223	Demo & Replace 1064sf SFR w/ 99sf cov.deck	002-430-022-000	Owens Valley Indian Housing Authority	12/28/2010	09/30/2011	09/30/2014		
B10-209	Demolition of existing SFR and replacement with 3-BD SFR of 1288 SF + 99 SF covered porch	002-430-022-000	Owens Valley Indian Housing Authority	12/28/2010	09/30/2011	09/30/2014		
B10-210	Demolition of existing SFR and replacement with 4-BD SFR of 1568 SF + 99 SF covered porch	002-430-022-000	Owens Valley Indian Housing Authority	12/28/2010	09/30/2011	09/30/2014		
B10-219	Demo & Replace 1064sf SFR w/ 99sf cov.deck	002-430-022-000	Owens Valley Indian Housing Authority	12/28/2010	09/30/2011	09/30/2014		
B10-221	Demo & Replace 1064sf SFR w/ 99sf cov.deck	002-430-022-000	Owens Valley Indian Housing Authority	12/28/2010	09/30/2011	09/30/2014		
B10-224	Demo & Replace 1064sf SFR w/ 99sf cov.deck	002-430-022-000	Owens Valley Indian Housing Authority	12/28/2010	09/30/2011	09/30/2014		
B10-225	Demo & Replace 1064sf SFR w/ 99sf cov.deck	002-430-022-000	Owens Valley Indian Housing Authority	12/28/2010	09/30/2011	09/30/2014		

B10-233	Demo & Replace 1064sf SFR w/ 99sf cov.deck	002-430-022-000	Owens Valley Indian Housing Authority	12/28/2010	09/30/2011	09/30/2014		
B10-242	Demo & Replace 3bd SFR Demo & Replace 1064sf SFR w/ 99sf cov.deck	002-430-022-000	Owens Valley Indian Housing Authority	12/28/2010	09/30/2011	09/30/2014		
B10-234	Demo & Replace 1064sf SFR w/ 99sf cov.deck	002-430-022-000	Owens Valley Indian Housing Authority	12/28/2010	09/30/2011	09/30/2014		
B10-235	Demo & Replace 1064sf SFR w/ 99sf cov.deck	002-430-022-000	Owens Valley Indian Housing Authority	12/28/2010	09/30/2011	09/30/2014		
B10-229	Demo & Replace 1064sf SFR w/ 99sf cov.deck	002-430-022-000	Owens Valley Indian Housing Authority	12/28/2010	09/30/2011	09/30/2014		
B10-211	Demo & Replace 1064sf SFR w/ 99sf cov.deck	002-430-022-000	Owens Valley Indian Housing Authority	12/28/2010	09/30/2011	09/30/2014		
B10-231	Demo & Replace 1064sf SFR w/ 99sf cov.deck	002-430-022-000	Owens Valley Indian Housing Authority	12/28/2010	09/30/2011	09/30/2014		
B10-232	Demo & Replace 1064sf SFR w/ 99sf cov.deck	002-430-022-000	Owens Valley Indian Housing Authority	12/28/2010	09/30/2011	09/30/2014		
B10-237	Demo & Replace 1064sf SFR w/ 99sf cov.deck	002-430-022-000	Owens Valley Indian Housing Authority	12/28/2010	09/30/2011	09/30/2014		
B10-238	Demo & Replace 1064sf SFR w/ 99sf cov.deck	002-430-022-000	Owens Valley Indian Housing Authority	12/28/2010	09/30/2011	09/30/2014		
B10-214	Demo & Replace 1064sf SFR w/ 99sf cov.deck	002-430-022-000	Owens Valley Indian Housing Authority	12/28/2010	09/30/2011	09/30/2014		
B10-215	Demo & Replace 1064sf SFR w/ 99sf cov.deck	002-430-022-000	Owens Valley Indian Housing Authority	12/28/2010	09/30/2011	09/30/2014		
B10-220	Demo & Replace 1064sf SFR w/ 99sf cov.deck	002-430-022-000	Owens Valley Indian Housing Authority	12/28/2010	09/30/2011	09/30/2014		
B10-228	Demo & Replace 1064sf SFR w/ 99sf cov.deck	002-430-022-000	Owens Valley Indian Housing Authority	12/28/2010	09/30/2011	09/30/2014		
B10-230	Demo & Replace 1064sf SFR w/ 99sf cov.deck	002-430-022-000	Owens Valley Indian Housing Authority	12/28/2010	09/30/2011	09/30/2014		
B10-212	Demo & Replace 1064sf SFR w/ 99sf cov.deck	002-430-022-000	Owens Valley Indian Housing Authority	12/28/2010	09/30/2011	09/30/2014		
B10-213	Demo & Replace 1064sf SFR w/ 99sf cov.deck	002-430-022-000	Owens Valley Indian Housing Authority	12/28/2010	09/30/2011	09/30/2014		
B10-227	Demo & Replace 1064sf SFR w/ 99sf cov.deck	002-430-022-000	Owens Valley Indian Housing Authority	12/28/2010	09/30/2011	09/30/2014		
B10-042	Demo Unit 35F	002-430-022-000	OWENS VALLEY HOUSING AUTHORITY	04/13/2010	04/13/2010	04/13/2013		
B10-109	Replace SFR Fire 1614sf	002-430-022-000	OWENS VALLEY Elliot Brainard	02/27/2010	09/23/2010	09/23/2013	02/25/2014	02/25/2014
B09-064	Re-roof of community building Demo unpermitted construction	002-430-022-000	OWENS VALLEY HOUSING AUTHORITY	09/22/2009	09/22/2009	09/22/2010		
B09-063	community building	002-430-022-000	OWENS VALLEY HOUSING AUTHORITY	09/22/2009	09/22/2009	09/22/2010		
05BLD-00003	New Construction	002-430-022-000	Did Not Exist	01/10/2005				

Total Fees

\$1,329.19

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**Mono County
Community Development Department**

P.O. Box 3569
Mammoth Lakes, CA 93546
(760) 924-1800, fax 924.1801
commdev@mono.ca.gov

Building Division

P.O. Box 8
Bridgeport, CA 93517
(760) 932-5420, fax 932-5431
www.monocounty.ca.gov

December 1, 2016

John Bowden
874 Camp Antelope Road
Walker, CA 96107

Transmitted via email to:
jfbowden@gmail.com

RE: FOUNDATION ONLY AUTHORIZATION TO PROCEED FOR BP-16-00202; BP-16-00203; BP-16-00204; BP-16-00205.

Dear John Bowden:

This letter authorizes you to proceed with construction of the respective foundations associated with the manufactured home replacements for permits BP-16-00202, BP-16-00203, BP-16-00204, and BP-16-00205.

Please note a Foundation Only permit is issued at the owner's risk to ensure that future architectural plans shall coincide with the layout, dimensions, and load capacity of the approved, engineered foundation system.

If you have any questions, please contact me at 760.924.1813 or jsuppa@mono.ca.gov.

Thank you for your patience,



Jake Suppa
Permit Technician



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

REGULAR AGENDA REQUEST

Print

MEETING DATE February 14, 2017

Departments: CAO

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

SUBJECT Legislative Platform Final Review

AGENDA DESCRIPTION:

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

Final review and adoption of Mono County Legislative Platform

RECOMMENDED ACTION:

Review changes to the Legislative Platform that were proposed at the February 7th Board meeting and adopt the 2017 platform. Direct staff to prepare and distribute the final document.

FISCAL IMPACT:

Minimal printing costs are included in the CAO's budget.

CONTACT NAME: Leslie Chapman

PHONE/EMAIL: 760 932-5414 / lchapman@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report

History

Time	Who	Approval
2/9/2017 8:34 PM	County Administrative Office	Yes

2/9/2017 5:10 PM

County Counsel

Yes

2/10/2017 12:05 PM

Finance

Yes



COUNTY OF MONO

P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5410 • FAX (760) 932-5411

Leslie L. Chapman
County Administrative Officer

February 14, 2017

To: Honorable Board of Supervisors

From: Leslie Chapman, CAO

SUBJECT: Final Review and adoption of the 2017 Mono County Legislative Platform.

RECOMMENDATION:

Review changes to the Legislative Platform that were proposed at the February 7th Board meeting and adopt the 2017 platform. Direct staff to prepare and distribute the final document.

FISCAL IMPACT: There are minimal printing charges that are included in the CAO's budget.

DISCUSSION: The purpose of the Mono County Legislative Platform is to strengthen the County's advocacy at the state and federal level by providing Board-adopted guidelines articulating issues that are important to this Board and its constituents.

The 2017 Platform included legislative items that the Board took a position on in January 2015 adjusted using additional input from Supervisors and County departments. Additional resources used include the following documents:

- The California State Association of Counties 2016 State and Federal Advocacy Priorities,
- Rural County Representatives of California (RCRC) 2016-17 Policy Principles,
- Legislative platforms used by individual departments' professional associations.

Legislative Platforms are intended to be living documents that change as the strategic goals of the organization are achieved and as unanticipated items arise during a state or federal legislative session. If your Board supports the general guidelines set forth in this Legislative Platform, County staff will apply these guidelines in evaluating State and Federal legislation, as well as executive and regulatory actions. Items not covered by this Platform and which the County should address, will be handled in the same manner as they have been in the past, by bringing the issue before the Board for public dialogue and Board direction. To ensure this platform remains relevant, it is further recommended the Platform be reviewed, updated and adopted annually.

If you have any questions, please contact me at (760) 932-5414 or lchapman@mono.ca.gov.