



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 Mammoth Lakes Suite Z, 437 Old Mammoth Rd, Suite Z, Mammoth Lakes, CA 93546

Regular Meeting July 16, 2019

TELECONFERENCE LOCATIONS:

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

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

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

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

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

9:00 AM Call meeting to Order

Pledge of Allegiance

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

and number of persons wishing to address the Board.)

2. RECOGNITIONS - NONE

3. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

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

4. DEPARTMENT/COMMISSION REPORTS

5. CONSENT AGENDA

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

A. Board Minutes

Departments: Clerk of the Board

Approval of minutes of the Regular Meeting held on July 2, 2019.

Recommended Action: Approve the minutes of the Regular Meeting held on June 2, 2019.

Fiscal Impact: None.

B. Board Minutes

Departments: Clerk of the Board

Approval of minutes of the Special Meeting held on July 8, 2019.

Recommended Action: Approve the minutes of the Special Meeting held on July 8, 2019.

Fiscal Impact: None.

C. Resolution Authorizing the Acceptance of Mono County's Noncompetitive Allocation Award under the No Place Like Home (NPLH) Program

Departments: Behavioral Health

Proposed resolution allows Mono County (or Mono County with another entity as Development Sponsor) to apply for its \$500,000 NPLH Noncompetitive Allocation no later than February 15, 2021.

Recommended Action: Adopt proposed resolution R19-___, Authorizing the Acceptance of Mono County's Noncompetitive Allocation Award under the No Place Like Home Program. Submitting this resolution is one of the first steps in applying for No Place Like Home (NPLH) funding. Provide any desired direction to staff.

Fiscal Impact: No impact to general fund. Future fiscal impact is \$500,000 of additional resources, if the grant is received, towards Behavioral Health's goal to provide permanent supportive housing.

D. Hackney Drive and South Landing Road Projects

Departments: Public Works

The Hackney Drive Project will rehabilitate Hackney Drive, Shop Road and a portion of Mule Deer Road, and, as a bid alternate, the parking lot of the Senior Center and Thrift store on Mule Deer Road in Walker. The South Landing Drive Project will provide a new asphalt overlay, and crack mitigation on South Landing Road, South of US 395 in Crowley Lake, and as a bid alternate, the portion of South Landing road North of 395 extending to the Fish Camp. Approval of the bid documents at this meeting will allow advertising to take place and completion of the project during the 2019 construction season.

Recommended Action: Approve bid package, including the project manual and project plans, for the Hackney Drive and South Landing Road Projects. Authorize the Public Works Department to advertise an Invitation for Bids and issue the project for bid.

Fiscal Impact: Total project budget is approximately \$690,000, anticipated to be paid primarily with Senate Bill No. 1 (SB1). The bid alternate for additional repaving work in the Walker Senior Center parking lot is included in the 2019-2020 Recommended budget from the Capital Improvement Projects. Exact amounts will be based on actual bids received. The General Fund is obligated to pay an annual maintenance of effort of \$522,033 to the Road Fund as a condition of retaining a proportionate share of the SB 1 funding currently earmarked for this project.

E. County Medical Services Program (CMSP) Health Systems Development Grant

Departments: Health Department

Proposed contract with County Medical Services Program Governing Board pertaining to the Health Systems Development Grant Program.

Recommended Action: Approve County entry into proposed County Medical Services Program (CMSP) Health Systems Development Grant Program contract and authorize the Public Health Director to execute said contract on behalf of the County. Additionally, provide authorization for the Public Health Director to sign future amendments for the grant that shift funds between budget categories without changes to the grant allocation. Provide any desired direction to staff.

Fiscal Impact: There is no fiscal impact to the General Fund. Mono County Health Department will receive \$300,000 over the contract period of 6/1/19 to 4/30/22.

F. Solid Waste Transfer Station Operations Agreement

Departments: Public Works - Solid Waste Division

Approval of agreement with D&S Waste for services related to operation of County solid waste transfer stations.

Recommended Action: Approve County entry into proposed agreement with D&S Waste and authorize Interim County Administrative Officer to execute said transfer station operations agreement on behalf of the County.

Fiscal Impact: Approximately \$324,000 (plus any allowable CPI adjustments) per year through December 31, 2022, cost to the Solid Waste Enterprise Fund.

G. Irrevocable Offer of Dedication to the Town of Mammoth Lakes for Thompsons Way

Departments: Public Works

If approved and accepted by the Town of Mammoth Lakes, the northern portion of Thompsons Way (adjacent to the Mammoth Court parking lot) would become part of the Town's maintained road system.

Recommended Action: Approve and authorize County Administrator to execute an irrevocable offer of dedication for road and right-of-way purposes over APN 035-010-067 (Thompsons Way) to the Town of Mammoth Lakes substantially in the form shown in the attached document, with only those minor modification which may be made to the Exhibit and/or legal description in final survey/engineering review.

Fiscal Impact: The Town of Mammoth Lakes will receive partial gas tax funding for snow removal and maintenance when accepted into their road system. The Mono County/Town of Mammoth Lakes Property Use Agreement dated March 9, 2019 anticipates the sharing of some costs under future agreements.

H. Revised Letter to FERC Settlement Parties Regarding Mill and Wilson Creeks

Departments: County Counsel

Review and approval of letter from Board of Supervisors to Federal Energy Regulatory Commission (FERC) settlement parties regarding their proposed water management plans and decisions on Mill and Wilson Creeks.

Recommended Action: Approve and authorize Chair to sign letter to FERC settlement parties regarding proposed water management plans on Mill and Wilson Creeks.

Fiscal Impact: None.

6. 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. MLH Comments on CalHome Program Draft Guidelines

Mammoth Lake Housing's (MLH) comments regarding the CalHome Program draft guidelines. The CalHome Program is a state program through the Department of Housing and Community Development (HCD) with the purpose of providing housing to low-income households.

B. Liberty Utilities Public Participation Hearings for Request to Increase Rates

Notice of public participation hearings for Liberty Utilities (Calpeco Electric) LLC's request to increase rates for its 2019-2021 General Rate Case Application (A.18-12-001).

7. REGULAR AGENDA - MORNING

A. Cannabis Operation Permit 19-003 - Tioga Green

Departments: Community Development
15 minutes

(Bentley Regehr) - Consider and potentially approve Cannabis Operation Permit 19-003 (Tioga Green), a retail cannabis operation located at 51005 Highway 395, Lee Vining, APN 021-080-022.

Recommended Action: 1. Find that the project qualifies as a Categorical Exemption under CEQA guidelines section 15303 and direct staff to file a Notice of Exemption. 2. Make the findings contained in the staff report and approve Cannabis Operation Permit 19-003 (subject to conditions) as recommended, or with desired modifications.

Fiscal Impact: The proposed project will generate an incremental increase in cannabis taxes.

B. 2019-2020 Budget Hearing

Departments: Finance
PUBLIC HEARING: 9:30 AM (30 minutes)

(Janet Dutcher) - Public hearing and adoption of the 2019-2020 County of Mono Recommended Budget, as presented or amended. The Mono County Recommended Budget for fiscal year 2019-2020 is available on the Mono County Website: <https://www.monocounty.ca.gov/auditor/page/2019-2020-recommended-budget-portal>. The document may also be accessed on the Mono County website home page by clicking the "2019-2020 Recommended Budget Portal" link under "Spotlight."

Recommended Action: 1. Conduct public budget hearing. 2. Adopt resolution R19-____, A Resolution of the Mono County Board of Supervisors Adopting the Final Mono County Budget for Fiscal Year 2019-2020, as presented or amended.

Fiscal Impact: The Recommended budget includes \$129,801,874 in expenditures, \$101,554,592 in revenues, and relies on \$28,247,312 in carryover balance. The General Fund component includes \$40,287,430 in expenditures, \$37,287,430 in revenues, and relies on \$3,000,000 in carryover fund balance.

C. Cannabis Operation Permit 18-003 - BASK Ventures, Inc.

Departments: Community Development - Planning

20 minutes

(Kelly Karl) - Consider approval of Cannabis Operation Permit 18-003 (BASK Ventures, Inc.), an adult-use commercial cannabis cultivation operation located at 474 Industrial Circle, APN 037-260-004. The property will contain one 21,858-square foot indoor facility designed for 18,067 square feet of warehouse space for cannabis cultivation, 10,000 square feet of which will consist of flowering canopy and the remaining 8,067 square feet will consist of vegetative, drying, processing/trimming, and storage/vault rooms, and an additional 3,791 square feet will be provided for general office use.

Recommended Action: Find that the project qualifies as a CEQA Exemption pursuant to CEQA Guideline 15183 and file a Notice of Exemption. Make the findings contained in the staff report and approve Cannabis Operation Permit 18-003 subject to the conditions as recommended or with desired modifications.

Fiscal Impact: The proposed project will generate an incremental increase in cannabis taxes.

D. Employment Contract for Deputy District Attorney

Departments: Human Resources

5 Minutes

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

Recommended Action: Announce Fiscal Impact. Approve Resolution #R19-___, Approving a contract with Todd Graham as Deputy District Attorney III, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: Fiscal Impact: This position is funded out of the general fund. The cost for this position for the remainder of FY 2018-2019 (April 24 to June 30th) is approximately \$36,601 of which \$21,538 is salary, and \$15,063 is the cost of the benefits and is included in the approved budget. Total cost for a full fiscal year (2019-2020) would be \$199,644 of which \$117,480 is annual salary, and \$82,164 is the cost of the benefits, and is included in the 2019-2020 Recommended Budget.

E. Establishing 2-1-1 Service in Mono County

Departments: Information Technology / Sheriff

30 minutes (15 minute presentation; 15 minute discussion)

(Nate Greenberg) - This item would authorize staff to move forward in conjunction with the California Public Utilities Commission to engage 2-1-1 Ventura County in order to deliver 2-1-1 services in Mono County.

Recommended Action: Approve and sign a letter of endorsement to 2-1-1 Ventura County indicating Mono County's interest in establishing a 2-1-1 system.

Fiscal Impact: There is no cost to the County for the first three years of Disaster Only 2-1-1. Should the County be interested in continuing this service the cost to do so in years four and five would be \$5,000 each. Should the County be interested in scaling up to a full fledged 2-1-1 system a more exact quote would be needed, though the cost is expected to be approximately \$7,500 per year.

F. MOU between Marine Corp and Mono County Related to Social Services

Departments: Social Services

15 minutes (5 minute presentation, 10 minute discussion)

(Michelle Raust, Social Services; Marine Corps Representatives) - Memorandum of Understanding between the Marine Corps Mountain Warfare Training Center and County of Mono, Social Services, describing the terms and conditions that the parties agree to comply with in order to receive, maintain, and collaborate on mutually supportive services to protect endangered children, and preserve, and strengthen families.

Recommended Action: Authorize David Wilbrecht, Interim CAO, to execute the MOU on behalf of the County of Mono.

Fiscal Impact: There is no fiscal impact related to the signing of this MOU.

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

9. CLOSED SESSION

A. Closed Session - Human Resources

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

employees: All.

B. Closed Session - Public Employment

PUBLIC EMPLOYMENT. Government Code section 54957. Title: County Administrative Officer (CAO).

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: *The People of the State of California and County of Mono, et al. v. Los Angeles Department of Water and Power, et al.*, Mono County Sup. Ct. No. 10088.

D. Closed Session - Exposure to Litigation

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

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

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

11. REGULAR AGENDA - AFTERNOON

A. Civic Center Update

Departments: Public Works
20 minutes

(Tony Dublino, Director of Public Works) - Update by Tony Dublino on the County's Civic Center project at 96 Thompsons Way in Mammoth Lakes.

Recommended Action: None. Informational only.

Fiscal Impact: None. Informational only.

12. BOARD MEMBER REPORTS

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

ADJOURN



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 16, 2019

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approval of minutes of the Regular Meeting held on July 2, 2019.

RECOMMENDED ACTION:

Approve the minutes of the Regular Meeting held on June 2, 2019.

FISCAL IMPACT:

None.

CONTACT NAME: Scheereen Dedman

PHONE/EMAIL: x5538 / sdedman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[7-2-19 DRAFT Minutes](#)

History

Time	Who	Approval
7/12/2019 9:32 AM	County Administrative Office	Yes
7/10/2019 6:40 PM	County Counsel	Yes
7/10/2019 2:26 PM	Finance	Yes



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

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

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

**Regular Meeting
July 2, 2019**

Flash Drive	Board Room Recorder
Minute Orders	M19-139 – M19-150
Resolutions	R19-48
Ordinance	ORD19-03 – ORD-04

9:02 AM Meeting called to Order by Chair Peters.

*Supervisors Present: Corless, Gardner, Halferty, Peters, and Stump.
Supervisors Absent: None.*

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

Pledge of Allegiance led by Sheriff Braun.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

2. RECOGNITIONS

A. Recognition of California State Park Ranger Dave Marquart

Departments: Board of Supervisors

(Supervisor Gardner) - Proposed resolution in appreciation and recognition of Dave Marquart, Mono Lake Tufa State Natural Reserve Park Ranger, who will be retiring.

Action: Adopt resolution in appreciation and recognition of Dave Marquart.

Gardner moved; Stump seconded

Note:

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

Vote: 5 yes; 0 no

M19-139

Supervisor Gardner:

- Introduced item, and Dave Marquart.
- Read proclamation.

Dave Marquart:

- Spoke of his career and expressed his gratitude to the Board.

B. Recognition for Mono County Sheriff Search and Rescue Team

Departments: Sheriff

(Sheriff Ingrid Braun) - Proposed resolution in appreciation and recognition of the Mono County Sheriff Search and Rescue Team.

Action: Approve resolution of Appreciation and Recognition of the Mono County Sheriff Search and Rescue Team.

Stump moved; Corless seconded

Vote: 5 yes; 0 no

M19-140

Sheriff Braun:

- Introduced item. Read proclamation.
- Introduced Alex Kirsonis. He was rescued by the Mono County Search and Rescue team. He was trapped under a boulder and remains friends with one of the team members.
- Alex expressed his gratitude to the group.
- Recognized two coordinators: John Pelichowski and Crystal (??) Hansen.
- Discussed the use of the Snow Cat that was recently approved by the Board to purchase.
- There is a non-profit. organization that people can donate to.

Barry Beck

John Pelichowski

Break: 9:30 AM

Reconvene: 9:32 AM

3. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

Dave Wilbrecht, Interim CAO:

- Continuing to meet with Department Heads. More discussion in Closed Session.
- Hoping CAO Recruitment will be completed.
- Working with CCP Executive Committee.
- Attended meeting with Nate Greenberg in Bishop on local dispatch.

4. DEPARTMENT/COMMISSION REPORTS

Shannon Kendall, County Clerk:

Note:

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- Discussed the CAO Recruitment. Expressed gratitude to Rebecca Buccowich, Megg Hawkins, and Scheereen Dedman for their work.

Justin Nalder, Solid Waste Superintendent:

- Mammoth Lakes community clean up event on June 8.
- Fee waiver program: 2018-19 – waived a little over \$22,000 of waste.
- Metal recycling: Processed and shipped 715 tons of metal; expecting a payback of \$50 / ton.
- Conway Ranch, AB 88, requirement measuring and reporting of water diversion data. Two diversion points left to be fitted with instruments, both should be completed by the end of the week.

Nate Greenberg, IT Director:

- Radio project update: He will be back in late August with the study that is coming out. County retained federal engineering to develop a strategic plan for the engineering aspect of County radio.

Wendy Sugimura:

- Pumped storage project: in the last meeting stated would do a staff cover report. Turned out to be more complicated, so will be bringing back a letter to the Board next week.
- Thanked Michael Draper for his work on this and Tioga Inn specific plan.

Barry Beck, Assessor:

- Successfully closed roll on June 20.
- Total roll increase was just over \$352 million, 5.86% increase since 2018.
- Removed 304 properties from reduced status this year.

Sheriff Braun:

- Fatal collision north of Walker. A car crossed the double yellow line. Serves as a reminder to slow down and pay attention.

5. CONSENT AGENDA

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

A. Authority to Hire at Step B - Probation

Departments: Probation

The Probation Department is seeking to fill a vacant Deputy Probation Officer I/II/III position. The Department is requesting authorization to offer employment at Step B of the salary range (Range 59) for this position, based on the candidate's past experience and qualifications.

Action: Grant the Probation Officer authority to fill a Deputy Probation Officer I/II/III position (Range 59) at Step B.

Stump moved; Gardner seconded

Vote: 5 yes; 0 no

M19-141

Supervisor Stump:

- Pulled item.
- Asked if this position was being back-filled and for a clarification of the mention of

Note:

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MCPE (Mono County Public Employee bargaining unit) in the staff report.

Karin Humiston, Probation Chief:

- This is a modification of the probation assistant position.
- Probation Department employees are under DPO. MCPE should not be there.

B. June Lake Citizens Advisory Committee Appointment

Departments: Community Development - Planning

Consider the appointment of Joseph Bogorad for the June Lake Citizens Advisory Committee, as recommended by Supervisor Gardner.

Action: Appoint Joseph Bogorad to the June Lake Citizens Advisory Committee for a term ending December 31, 2023.

Corless moved; Halferty seconded

Vote: 5 yes; 0 no

M19-142

C. Street Identification Signs in Bridgeport Valley

Departments: County Counsel and Public Works

Proposed resolution authorizing the purchase, installation and maintenance of street identification signs on privately-owned roads located in the Bridgeport Valley to facilitate emergency response, and authorizing the Public Works Director to accept, on behalf of the County, easement grants necessary for said purposes.

Action: Adopt proposed resolution R19-48, Authorizing the purchase, installation and maintenance of street identification signs on privately-owned roads located in the Bridgeport Valley to facilitate emergency response and authorizing the Public Works Director to accept, on behalf of the county, easement grants necessary for said purposes(4/5 vote required).

Corless moved; Halferty seconded

Vote: 5 yes; 0 no

R19-48

D. Economic Development, Tourism & Film Commission - Reappointment

Departments: Economic Development

Reappointment of Geoff McQuilkin to the Economic Development, Tourism & Film Commission for a 4-year term, July 1, 2019 - June 30, 2023.

Action: Reappoint Geoff McQuilkin to the Economic Development, Tourism & Film Commission for a 4-year term beginning July 1, 2019 and ending June 30, 2023.

Note:

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Corless moved; Halferty seconded
Vote: 5 yes; 0 no
M19-143

E. First Amendment to Agreement with McGinley and Associates for Groundwater Sampling and Reporting Services

Departments: Public Works - Solid Waste Division

Proposed amendment to contract with McGinley and Associates, Inc. for groundwater sampling, testing, reporting, and related services and work.

Action: Approve First Amendment to agreement with McGinley and Associates, Inc. and authorize Interim County Administrative Officer to execute the First Amendment on behalf of the County.

Corless moved; Halferty seconded
Vote: 5 yes; 0 no
M19-144

F. Ordinance Amending Mono County Code Section 10.17.100 – Use Restrictions in County Skateboard Parks

Departments: County Counsel

Amendment to Mono County Code Chapter 10.17, Section 10.17.100 to add the Crowley Lake Skate Park to the list of Skateparks to which certain use restrictions apply.

Action: Adopt proposed ordinance ORD19-03, Amending Chapter 10.17, Section 10.17.100 of the Mono County Code to add the Crowley Lake Skate Park to the list of Skateparks to which certain use restrictions apply.

Corless moved; Halferty seconded
Vote: 5 yes; 0 no
ORD19-03

G. Amendment to Mono County Code Chapter 7.08 - Retail Food Facilities

Departments: Environmental Health

Amendment to Chapter 7.08 - Retail Food Facilities, which will incorporate and adopt the California Retail Food Code, by reference, with a single change to restroom requirements for food facilities with onsite customer seating.

Action: Adopt proposed ordinance ORD19-04, Amendment to Chapter 7.08 - Retail Food Facilities, which will incorporate and adopt the California Retail Food Code, by reference, with a single change to restroom requirements for food facilities with onsite customer seating.

Note:

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Corless moved; Halferty seconded
Vote: 5 yes; 0 no
ORD19-04

H. Out-of-State Travel Authorization for NACo's 84th Annual Conference and Exposition

Departments: Board of Supervisors

Out-of-state travel request for Supervisors Gardner and Halferty to attend the National Association of Counties' (NACo) 83rd Annual Conference and Exposition in Las Vegas, NV.

Action: Approve out-of-state travel for Mono County Supervisor Bob Gardner and Supervisor Jennifer Halferty to attend NACo's 84th Annual Conference and Exposition in Las Vegas from July 12-15, 2019.

Corless moved; Halferty seconded

Vote: 5 yes; 0 no

M19-145

Supervisor Corless:

- She will also be attending this conference, but at no cost to the County.

6. 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.

The Board acknowledged receipt of the correspondence.

A. TOML Letter to Madera County Regarding Emergency Services in Eastern Madera County

A letter from the Town of Mammoth Lakes (TOML) Mayor Cleland Hoff to the Madera County Board of Supervisors discussing emergency and other public services provided in eastern Madera County, stating the Town's shared concerns with the Mono County Board of Supervisors.

B. Frontier Communications Response to Board Letter re: 911 Outages

Reply from Frontier Communications to May 29, 2019 Board of Supervisors letter discussing 911 outages, providing an update on their process.

Supervisor Peters:

- Pulled item to get an update from Nate Greenberg.

Note:

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Nate Greenberg:

- We are finally making some progress on a very long-standing battle with Verizon.
- Background: The county and TOML has been asking and pushing Verizon to help improve routing and overall service quality in Mono County.

C. Mono County Board of Supervisors Letter Supporting the Governor's May Revision Proposal on Homelessness Funding

A letter to Assemblyman Bigelow (also sent to Senator Andreas Borgeas) from the Mono County Board of Supervisors, signed by the Chair pursuant to the Board's adopted legislative platform, in support of Governor Newsom's May Revision proposal for the Homeless Aid for Planning and Shelter Program.

D. TOML Plan the Parcel Notice

The Town of Mammoth Lakes (TOML) is inviting the community to help Plan the Parcel, a planning process for the 25-acre affordable housing site located in the center of town.

E. Mono County Board of Supervisors Letter Opposing AB 1366

A letter to State Senator Ben Hueso, Chair of the Legislative Committee on Energy, Utilities, and Communications, from the Mono County Board of Supervisors, signed by the Chair pursuant to the Board's adopted legislative platform, in opposition to Assembly Bill 1366 (AB1366), which extends the qualified prohibition upon the California Public Utilities Commission, a department, an agency, or a political subdivision of the state regulating Voice over Internet Protocol (VoIP) - enabled communications services.

F. SCE Letter re: Mill Creek and Wilson Systems

A letter from Cal Rossi, Southern California Edison (SCE) Government Relations Manager, thanking the Board for the opportunity to discuss their Lundy Hydroelectric Project, and offering to hold an informational briefing at a future Board meeting to discuss the Mill Creek Accounting and Planning Tool.

G. T-Mobile Notification of Intent to Begin 600MHZ Operations Affecting CSA Over Air Broadcast Service

A notice from T-Mobile that they are preparing to commence operations on its 600 MHz spectrum in the Partial Economic Area (PEA) #76, which will affect the over air service for County Service Areas #1 (CSA1) and #2 (CSA2).

Supervisor Stump:

- Pulled item.
- This letter directly relates to the CSA service previously discussed by the Board, which gave permission for over-air service to be discontinued. This letter amplifies why that needs to happen.
- Need to go back and address some hanging issues, such as what happens with the

Note:

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sites.

7. REGULAR AGENDA - MORNING

A. Cannabis Operation Permit 19-002 - Walker River Farms

Departments: Community Development - Planning

(Hailey Lang) - Consider and potentially approve Cannabis Operation Permit 19-002 (Walker River Farms), an adult-use commercial cannabis microbusiness operation located at 1129 Larson Lane in Coleville, APN #002-110-021. The microbusiness consists of 5,120 square feet of indoor cannabis cultivation in four buildings, processing, distribution, packaging, and labeling.

Action: 1. Find that the project qualifies as an exemption under CEQA guideline 15183 and direct staff to file a Notice of Exemption. 2. Make required findings; approve Cannabis Operation Permit 19-002 (subject to the findings and conditions) as recommended.

Halferty moved; Corless seconded

Vote: 5 yes; 0 no

M19-146

Hailey Lang, Permit Technician:

- Introduced item.
- Updates to the agenda packet (available in additional documents).
- Went through presentation.

Justin Nalder:

- Discussed solid waste related issues.

B. Emergency Management Program Grant (EMPG) update and request for budget amendment

Departments: Information Technology, Finance

(Nate Greenberg, Janet Dutcher) - Beginning Fiscal Year 2018 – 2019, the County Administrative Office and Information Technology (IT) Department assumed management and utilization of the Emergency Management Program Grant (EMPG). Staff will provide a status update of the grant program and request a budget adjustment of \$127,787 to include the approved grant expenditures and funding in the County's Fiscal Year 2018-2019 General Fund budget.

Action: Approve increase in Radio budget unit 100-17-151 appropriations and grant revenues of \$127,787 for Fiscal Year 2018-2019. Provide any direction to staff. Requires a 4/5th vote of the Board.

Gardner moved; Corless seconded

Vote: 5 yes; 0 no

M19-147

Nate Greenberg:

Note:

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

- Introduced item. Addressed the use of the EMPG monies within the County. Address the budget adjustment.
- Fiscal Impact correction to \$127,787.

C. Proposed Ordinance Amending Mono County Code Chapter 3.30, Cannabis Business Tax

Departments: Finance; County Counsel

(Janet Dutcher) - Proposed ordinance amending Mono County Code Chapter 3.30, Cannabis Business Tax, to provide for a once-annual payment (4th quarter – due January 31st each year) for cultivators. There is no change to the amount of the tax, which was approved by the Voters.

Action: Introduce, read title, and waive further reading of proposed ordinance.

Gardner moved; Halferty seconded

Vote: 5 yes; 0 no

M19-148

Janet Dutcher:

- Thanked County Counsel for their assistance.
- Follow up to May 14 discussion on existing County Ordinance on Cannabis.

Break: 10:48 AM

Reconvene: 10:57 AM

D. Proposed Updates to Mono County Code Chapter 2.84 - "County Administrator"

Departments: County Counsel, CAO

(Stacey Simon and Dave Wilbrecht) - Presentation regarding proposed updates to Mono County Code Chapter 2.84 "County Administrator."

Action: Review proposed draft updated code provisions and provide direction regarding additional revisions and/or return to the Board for introduction (first reading).

- **Stacey Simon:**
Introduced item.
- Red line version of updated code handed out (available in additional documents).
- Board direction to bring it back for adoption.

Moved to item 7f.

E. Exclusive Negotiating Agreement (Integrity Housing)

Departments: Behavioral Health

(Robin Roberts, Amanda Greenberg) - Presentation by Behavioral Health staff regarding entry into exclusive negotiating agreement with Affordable Housing Alliance II, Inc. (dba Integrity Housing) related to the investigation and

Note:

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

potential site identification, development and operation of affordable and supportive housing in Mammoth Lakes.

Action: Approve County entry into proposed contract and authorize Chair to execute said contract on behalf of the County.

Gardner moved; Halferty seconded

Vote: 5 yes; 0 no

M19-150

Amanda Greenberg, Behavioral Health:

- Teleconference technical issues - could not present.

Stacey Simon:

- Introduced item. BH Amanda and Robin in Behavioral Health have been working for over a year to move forward on a combined affordable and permanent supportive housing.
- Vision is to have a 30- to 40-unit housing unit.

F. HUD Proposed Rule Change

Departments: Board of Supervisors

(Supervisor Jennifer Halferty) - A letter to the Department of Housing and Urban Development (HUD) in opposition to its proposed rule "Verification of eligible status," which would restrict eligibility for federal housing assistance based on immigration status.

Action: Approve letter to be submitted to HUD and authorize Board chair to sign.

Halferty moved; Corless seconded

Vote: 5 yes; 0 no

M19-149

Supervisor Halferty:

- Introduced item.

Moved to Board reports.

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

9. CLOSED SESSION at 11:54 AM

A. Closed Session - Human Resources

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Stacey Simon, Dave Wilbrecht, Dave Butters, Janet Dutcher, and Anne Larsen. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's

Note:

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

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 - Public Employment

PUBLIC EMPLOYMENT. Government Code section 54957. Title: County Administrative Officer (CAO).

C. Closed Session - Initiation of Litigation

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

D. Closed Session - Exposure to Litigation

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

Reconvene: 2:55 PM

Nothing to report out of closed session.

10. BOARD MEMBER REPORTS

Supervisor Corless:

- 6/19—RCRC board meeting, see meeting highlights document (available in additional documents). One highlight was discussion with Natural Resources Secretary Wade Crowfoot on his agency's priorities around wildfire and water issues.
- 6/21—California Association of Local Behavioral Health Boards and Commissions meeting and training in Orange County.
- 6/24-25—CAO interviews, receptions
- 6/26—Community Corrections Partnership Executive Committee Meeting; Town Council/Planning and Ec Dev Workshop on Parcel Development; town council meeting included solid waste franchise agreement update—I made a comment urging the town and county to work together on this (and note that the grand jury report makes a similar recommendation). On the subject of town/county partnership, I am very concerned about the lack of formal communication between the Board of Supervisors and the Town Council, and request that the board agenda a discussion
- 7/1:
- --Meeting at Reds Meadow Resort with owners Bobby Tanner and Claudia Moya, discussing concerns about the road opening and interagency coordination/prioritization, and the status county line adjustment/MOU development.
- --Mammoth Lakes Housing Board Meeting:
- Measure A presentation—how funds are allocated, reserves, how to change allocations, etc.
- Approved TOML contract
- Approved letter/mixed status residents in subsidized housing

Note:

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

- 7/22—community meeting on Sierra Manor Road project
- Parcel development—MLH wanting more formal role in feedback on development.

Supervisor Gardner:

- On Thursday June 20 I attended the Eastern Sierra Sustainable Recreation Partnership meeting in Mammoth. I reported to the group the status of the Joint Powers Authority proposal being considered by the Eastern Sierra Council of Governments. ESSRP continues to move forward on several projects increasing and improving recreation across our region.
- On Thursday the 20th I also attended a meeting of the First 5 Commission in Mammoth. The Commission reviewed the California state Annual First 5 Report and approved the budget for the next fiscal year.
- On Sunday, Monday, and Tuesday June 23-25, I participated with the other Supervisors in the receptions and interviews of prospective CAO candidates for Mono County. I appreciate the participation of many County staff and citizens in this process.
- On Wednesday June 26 I participated with supervisor Stump in a meeting of the Local Agency Formation Commission. We reviewed and approved a proposal for an agency boundary change in District 1 and approved the budget for LAFCO for the next fiscal year.
- On Thursday June 27 and yesterday July 1, I participated in two conference calls to discuss proposed policy resolutions for the National Association of Counties Annual Conference coming up July 12-15 in Las Vegas. I have submitted two policy resolutions, one advocating for more funds for federal public lands agencies that benefit our local recreation-based economy, and another urging Congress and the President to enact the federal budget by Oct 1 of each year, thereby avoiding continuing resolutions and potential federal government shutdowns.

Supervisor Halferty:

- Participated in the social meet and greets and interviews for a new CAO on June 23-25th. The events were seamless, many thanks to the staff for organizing these three days.
- On June 26th I attended the joint meeting of the Mammoth Lakes Town Council and the Mammoth Lakes Planning and Economic Development Commission. The topic was the kick-off of the conceptual planning process of The Parcel. The survey, which is now closed, was reviewed. Then the Town's consultant sought clarity and feedback on a range of topics that are to help inform the final concept plan. The final plan is expected in December 2019.

Supervisor Peters:

- 19th Town Hall Roger Bloom and Russel Black
- Behavioral Health Social
- Attendees from Bishop
- 20th Jan Cutts
- 22nd BFEF Annual Fishing Tournament and Dinner
- 23rd – 25th CAO Recruitment
- 26th CSAC Regional Meeting in Fresno Economic Development
- Ahmad Alkhayyat Madera County PW Director
- 26th IHSS MOE Subcommittee of our IHSS Working Group. Co-Chair with Sup Belia Ramos Napa to determine individual Counties MOE contributions
- 27th CSAC Regional Opportunity Zones Workforce Development
- 1st Family Day Lower Twin Lakes MWTC 400 attendees
- **Upcoming:**
- July 16th Cal Trans Contractor Project Manager

Note:

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

- July 17th Mammoth High School PSPS Protocol
- Fisheries Commission
- BP Free Fireworks Display and 4th events Including Parade Judge Eddie Denton GM
- Hospice Fundraiser
- Lions Club passes out 4000 Flags

Supervisor Stump:

- Activities other than CAO Recruitment of 6-23, 24, and 25. Big thank you to all the staff that supported the effort.
- 6-19: Attended Supervisor Peters sponsored Town Hall in Bridgeport to hear the Ca Fish and Wildlife staff update on fishing regulations. Thank you to Supervisor Peters for getting the CDFW State and Regional Fish Management people here.
- 6-26: Attended the LAFCO meeting. Budget was adopted and Wheeler Crest CSD expansion to cover the recently approved Haber Subdivision was approved.
- 6-26: Attended the Tri Valley Water Commission. Commission continues to wrestle with SGMA issues.
- 6-27: Two-hour meeting with SCE. Topics included Power Safety Shutdowns and grid reliability. SCE has prepared a separate report for each Supervisor District. Batter backup systems for end of line service areas also discussed. Those areas include North County and the Tri Valley. SCE staff reported that the likelihood of a safety shutdown has gone up since last year's fires. Still vague issues here. Thank you to Tony Dublino for setting up the meeting and sitting in.
- PUC President Picker was scheduled to testify before a State Legislative committee on 7-1 about poor landline service in rural areas effecting 911 availability. He was supplied with over a dozen official letters of complaint from Hammil Residents against Frontier as well as a quote from me to share with the representatives. Thank you to Nate Greenberg for his help with this.
- Thank you to the Public Works staff who have started the cement replacement project at the Crowley Community Center. The existing cement had deteriorated to the point that it was a tripping hazard. Original stairs are being replaced with an ADA rated ramp and a retaining wall will be installed to protect the sidewalk from the parking lot to the ramp.

Moved to item 7E.

ADJOURNED at 2:56 PM

ATTEST

**JOHN PETERS
CHAIR OF THE BOARD**

**SCHEEREEN DEDMAN
SR. DEPUTY CLERK**

Note:

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



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 16, 2019

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approval of minutes of the Special Meeting held on July 8, 2019.

RECOMMENDED ACTION:

Approve the minutes of the Special Meeting held on July 8, 2019.

FISCAL IMPACT:

None.

CONTACT NAME: Scheereen Dedman

PHONE/EMAIL: x5538 / sdedman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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7-8-19 Special DRAFT Minutes

History

Time	Who	Approval
7/12/2019 9:35 AM	County Administrative Office	Yes
7/10/2019 6:46 PM	County Counsel	Yes
7/10/2019 2:26 PM	Finance	Yes



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

Mammoth Lakes CAO Conference Room, 3rd Floor Sierra Center Mall, 452 Old Mammoth Road,
Mammoth Lakes, California, 93546

**Special Meeting
July 8, 2019**

Flash Drive	No Recorder
Minute Orders	M19-151 Not Used
Resolutions	R19-49 Not Used
Ordinance	ORD19-05 Not Used

2:05 PM Meeting called to Order by Chair Peters.

*Supervisors Present: Corless, Gardner, Halferty, Peters, and Stump.
Supervisors Absent: None.*

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

Pledge of Allegiance led by Supervisor Gardner.

1 OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

2. AGENDA ITEMS

A. Closed Session - Public Employment

PUBLIC EMPLOYMENT. Government Code section 54957. Title: County Administrative Officer (CAO).

*Closed Session: 2:06 PM
Reconvened: 4:07 PM*

Nothing to report out of Closed Session.

Note:

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

ADJOURNED at 4:08 PM

ATTEST

**JOHN PETERS
CHAIR OF THE BOARD**

**SCHEEREEN DEDMAN
SR. DEPUTY CLERK OF THE BOARD**



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 16, 2019

Departments: Behavioral Health

TIME REQUIRED

SUBJECT Resolution Authorizing the
Acceptance of Mono County's
Noncompetitive Allocation Award
under the No Place Like Home
(NPLH) 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 allows Mono County (or Mono County with another entity as Development Sponsor) to apply for its \$500,000 NPLH Noncompetitive Allocation no later than February 15, 2021.

RECOMMENDED ACTION:

Adopt proposed resolution R19-___, Authorizing the Acceptance of Mono County's Noncompetitive Allocation Award under the No Place Like Home Program. Submitting this resolution is one of the first steps in applying for No Place Like Home (NPLH) funding. Provide any desired direction to staff.

FISCAL IMPACT:

No impact to general fund. Future fiscal impact is \$500,000 of additional resources, if the grant is received, towards Behavioral Health's goal to provide permanent supportive housing.

CONTACT NAME: Amanda Greenberg

PHONE/EMAIL: 760-924-1754 / agreenberg@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Staff Report](#)

[Resolution](#)

History

Time	Who	Approval
7/12/2019 9:38 AM	County Administrative Office	Yes
7/9/2019 11:47 AM	County Counsel	Yes
7/10/2019 1:56 PM	Finance	Yes



MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT

COUNTY OF MONO

P. O. BOX 2619 MAMMOTH LAKES, CA 93546 (760) 924-1740 FAX: (760) 924-1741

TO: Mono County Board of Supervisors

FROM: Amanda Greenberg, Mono County Behavioral Health, Mental Health Services Act Coordinator

DATE: June 4, 2019

SUBJECT:

Approve Resolution Authorizing the Acceptance of Mono County's Noncompetitive Allocation Award under the No Place Like Home Program (R 19-__)

DISCUSSION:

On July 1, 2016, Governor Brown signed landmark legislation enacting the No Place Like Home program to dedicate up to \$2 billion in bond proceeds to invest in the development of permanent supportive housing for persons who are in need of mental health services and are experiencing homelessness, chronic homelessness, or who are at risk of chronic homelessness. The bonds are repaid by funding from the Mental Health Services Act (MHSA).

Funding for No Place Like Home is divided into Noncompetitive Allocations and Competitive Allocations. This resolution formalizes Mono County's request to accept its noncompetitive allocation of \$500,000. The amount of noncompetitive funds for which each county is eligible is based on a formula that uses each county's 2017 homeless Point-In-Time Count, with a minimum allocation of \$500,000.

Submitting this resolution is Mono County's first step in applying for its noncompetitive allocation. It is the hope of Mono County Behavioral Health that these funds will be used to help fund a 30-45 unit project in Mammoth Lakes.

FISCAL IMPACT:

Future fiscal impact is \$500,000, if the grant is received.

SUBMITTED BY:

Amanda Greenberg, Mono County Behavioral Health Mental Health Services Act Coordinator,
Contact: 760.924.1754



R19-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS AUTHORIZING THE ACCEPTANCE OF MONO
COUNTY'S NONCOMPETITIVE ALLOCATION AWARD UNDER THE NO PLACE
LIKE HOME PROGRAM**

WHEREAS, the State of California, Department of Housing and Community Development ("Department") issued a Notice of Funding Availability, dated August 15, 2018 as amended on October 30, 2018 ("NOFA"), under the No Place Like Home Program ("NPLH" or "Program") for approximately \$190 million authorized by Government Code section 15463, Part 3.9 of Division 5 (commencing with Section 5849.1) of the Welfare and Institutions Code, and Welfare and Institutions Code section 5890;

WHEREAS, the NOFA relates to the availability of Noncompetitive Allocation funds under the NPLH Program; and

WHEREAS, the County of Mono is a County and an Applicant, as those terms are defined in the NPLH Program Guidelines, dated July 17, 2017 ("Guidelines")

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

SECTION ONE: That County is hereby authorized and directed to apply for and accept their NPLH Noncompetitive Allocation award, as detailed in the NOFA, up to the amount authorized by Section 102 of the Guidelines and applicable state law.

SECTION TWO: That Robin K. Roberts, or his or her designee, is hereby authorized and directed to act on behalf of County in connection with the NPLH Noncompetitive Allocation award, and to enter into, execute, and deliver any and all documents required or deemed necessary or appropriate to be awarded the NPLH Noncompetitive Allocation award, and all amendments thereto (collectively, the "NPLH Noncompetitive Allocation Award Documents").

SECTION THREE: That County shall be subject to the terms and conditions that are specified in the NPLH Noncompetitive Allocation Award Documents, and that County will use the NPLH Noncompetitive Allocation award funds in accordance with the Guidelines, other applicable rules and laws, the NPLH Program Documents, and any and all NPLH Program requirements.

SECTION FOUR: For Projects funded under Article II of the Guidelines, that County is hereby authorized and directed to submit one or more Project applications within 30 months of the issuance of the Department's NOFA, proposing to utilize any Noncompetitive Allocation funds awarded to the County.

1 **SECTION FIVE:** For Shared Housing Projects proposed under Articles III or IV of the
2 Guidelines, if designated by the Department to administer funds for Shared Housing, the County
3 is hereby authorized and directed to accept applications utilizing Noncompetitive Allocation
4 funds no later than 30 months from the issuance of the Department's NOFA.

5 **SECTION SIX:** That County will make mental health supportive services available to a
6 project's NPLH tenants for at least 20 years, and will coordinate the provision of or referral to
7 other services (including, but not limited to, substance use services) in accordance with the
8 County's relevant supportive services plan, in accordance with Welfare and Institutions Code
9 section 5849.9 (a).

10 **PASSED, APPROVED and ADOPTED** this _____ day of _____, 2019,
11 by the following vote, to wit:

12 **AYES:**

13 **NOES:**

14 **ABSENT:**

15 **ABSTAIN:**

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19 _____
20 John Peters, Chair
21 Mono County Board of Supervisors

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ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 16, 2019

Departments: Public Works

TIME REQUIRED

SUBJECT Hackney Drive and South Landing
Road Projects

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

The Hackney Drive Project will rehabilitate Hackney Drive, Shop Road and a portion of Mule Deer Road, and, as a bid alternate, the parking lot of the Senior Center and Thrift store on Mule Deer Road in Walker. The South Landing Drive Project will provide a new asphalt overlay, and crack mitigation on South Landing Road, South of US 395 in Crowley Lake, and as a bid alternate, the portion of South Landing road North of 395 extending to the Fish Camp. Approval of the bid documents at this meeting will allow advertising to take place and completion of the project during the 2019 construction season.

RECOMMENDED ACTION:

Approve bid package, including the project manual and project plans, for the Hackney Drive and South Landing Road Projects. Authorize the Public Works Department to advertise an Invitation for Bids and issue the project for bid.

FISCAL IMPACT:

Total project budget is approximately \$690,000, anticipated to be paid primarily with Senate Bill No. 1 (SB1) . The bid alternate for additional repaving work in the Walker Senior Center parking lot is included in the 2019-2020 Recommended budget from the Capital Improvement Projects. Exact amounts will be based on actual bids received. The General Fund is obligated to pay an annual maintenance of effort of \$522,033 to the Road Fund as a condition of retaining a proportionate share of the SB 1 funding currently earmarked for this project.

CONTACT NAME: Kalen Dodd

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report

[Project Manual](#)

[Project Plans](#)

History

Time	Who	Approval
7/12/2019 9:37 AM	County Administrative Office	Yes
7/10/2019 6:44 PM	County Counsel	Yes
7/11/2019 12:07 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: July 9, 2019

To: Honorable Chair and Members of the Board of Supervisors

From: Kalen Dodd, Associate Engineer

Re: Hackney Drive and South Landing Road Projects

Recommended Action:

Approve bid package, including the project manual and project plans, for the Hackney Drive and South Landing Road Projects. Authorize the Public Works Department to advertise an Invitation for Bids and issue the project for bid.

Fiscal Impact:

Total project budget is approximately \$690,000. This project, without bid alternates is estimated to cost approximately \$640,000 and is funded with Senate Bill No. 1 (SB1) funds. The bid alternate for additional repaving work in the Walker Senior Center parking lot may be funded with approximately \$26,000 from Public Works Facilities' capital improvement budget. The bid alternate to repave the portion of South Landing Road North of US 395 is estimated to cost approximately \$20,000 and may be funded with SB1 funds. Exact amounts will be based on actual bids received. The General Fund is obligated to pay an annual maintenance of effort of \$522,033 to the Road Fund as a condition of retaining SB 1 funding currently earmarked for this project.

Strategic Plan Focus Area: Infrastructure, Environmental Sustainability

Background:

The Hackney Drive Project will rehabilitate Hackney Drive, Shop Road and a portion of Mule Deer Road, and, as a bid alternate, the parking lot of the Senior Center and Thrift store on Mule Deer Road in Walker. The South Landing Drive Project will provide a new asphalt overlay, and crack mitigation on South Landing Road, South of US 395 in Crowley Lake, and as a bid alternate, the portion of South Landing road North of 395 extending to the Fish Camp.

Approval of the bid documents at this meeting will allow advertising to take place and completion of the project during the 2019 construction season.

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

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

Respectfully submitted,



Kalen Dodd, PE
Associate Engineer

Attachments: Project Manual
Project Plans

PROJECT MANUAL
FOR
HACKNEY DRIVE AND SOUTH LANDING
ROAD PROJECTS
Projects 9307 and 9308

MONO COUNTY, CALIFORNIA



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

CONTRACTING AGENCY:

COUNTY OF MONO

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

July 2019

OPTIONAL PRE-BID CONFERENCE:

12:00pm, Wednesday July 24 2019
Public Works Conference Room
74 North School Street
Bridgeport, California 93517

BID SUBMISSION DEADLINE:

3:00 pm, Wednesday July 31, 2019
Clerk of the Board of Supervisors
74 North School Street / P.O. Box 237
Bridgeport, California 93517

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COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS

CERTIFICATION PAGE

*Hackney Drive and South Landing Road Projects
Projects 9307 and 9308*

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



APPROVED BY:

A handwritten signature in blue ink that reads "Garrett Higerd".

(Signature)

July 1, 2019

Date

Garrett Ralph Higerd
C70926, Expiration: 06/30/2021
County Engineer
County of Mono Department of Public Works
74 North School Street
Bridgeport, California 93517

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Projects 9307 and 9308*

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PROJECT PLANS

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INVITATION FOR BIDS

*Hackney Drive and South Landing Road Projects
Projects 9307 and 9308*

Notice is hereby given that the Mono County ("County") Department of Public Works calls for bids from qualified General Engineering, Paving, and Striping contractors for the **HACKNEY DRIVE AND SOUTH LANDING ROAD PROJECTS** ("Project"). The purpose of this Project is to rehabilitate existing asphalt surfaces at existing County street locations in Walker and Crowley Lake, CA. Additional bid alternates include rehabilitation of public facility parking areas and additional pavement overlay work.

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

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

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

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

An optional pre-bid conference will be held at the time and place indicated on the cover. Should the Department of Public Works determine there is a need to reschedule the pre-bid conference based on severe weather and/or road conditions, all plan-holders will be notified in advance.

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

As soon thereafter as is practicable, all bids received by the Clerk as of the Bid Submission Deadline will be taken to the Department of Public Works Conference Room, located on the second floor of Courthouse Annex 1, 74 North School Street, Bridgeport, California 93517, and

there publicly opened, read aloud, and recorded. All interested parties are invited to attend.



Kalen Dodd
Associate Civil Engineer
Mono County Department of Public Works

INSTRUCTIONS TO BIDDERS

Hackney Drive and South Landing Road Projects Projects 9307 and 9308

1. SECURING BID DOCUMENTS

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

2. PRE-BID CONFERENCE

An **optional** pre-bid conference will be held at the at the time and place stated on the cover sheet. 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, bidders shall refer to the Standard Plans or Standard Specifications.
- B. Should bidders find discrepancies in, ambiguities, or omissions from, the Project Manual, or should there be any doubt as to their meaning, they shall at once notify the Director of the Department of Public Works and, should it be found necessary, a written addendum or bulletin of instructions will be sent to all plan-holders and posted on the Mono County Bid Management System. Failure to raise any such concerns prior to the submission of a bid will be deemed to waive such issues following the award of a contract. In the event that written addenda or bulletins of instructions are issued, all bidders will be required to acknowledge that they have reviewed and considered such addenda or bulletins in formulating their bids.
- C. No employee, agent, or representative of the County, or anyone else, is authorized to give oral instructions, interpretations, or explanations of the Project Manual, and a submission of a bid constitutes agreement by a bidder that its representative has placed no reliance on any such oral explanation or interpretation. Oral instructions may, however, be given by the County or its agent upon inquiry by a bidder to direct the bidder's attention to the specific provisions of the Project Manual that cover the subject of the inquiry.

4. APPROXIMATE QUANTITIES

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

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 2019 Hackney Drive and South Landing Road Projects Proposal Forms ("Proposal Forms") contained in the Project Manual with all items completely filled out with typewritten or legible handwritten responses. Signatures of all persons signing shall be in longhand. Completed Proposal Forms shall be without interlineations, alterations, or erasures.
- B. ALL BID SUBMITTALS SHALL REMAIN BOUND TOGETHER. Proposal Forms (i.e., "BD" pages) contained in Section I of this document may be separated from the Project Manual for purposes of bid submission.
- C. Bids shall not contain any recapitulation of the work to be done. Alternative proposals will not be considered unless called for by the County. No oral, telegraphic, or telephonic proposals or modifications will be considered. Unauthorized conditions, limitations, or provisions attached to a bid will render it informal and may cause its rejection.
- D. Bidders are advised that there is limited funding available for this project. Consequently, the County has developed a base project and six additive alternatives. After bid opening, the County will determine available funding and accordingly select a project (with or without the additive alternative) for construction; and, if it chooses to do so, the County will award a contract for construction of that project. For purposes of comparing bids and determining the apparent low bidder, however, the County will use the amount entered as the "**Bidder's Grand Total**".
- E. Each bid is to be in accordance with the Project Manual. Before submitting a bid, bidders shall carefully read this Project Manual, including the contents and form of the Sample Standard Agreement and the Project Plans, and inform themselves fully as to all existing conditions and limitations, which must include a visit to the site of the work, and shall include in the bid a sum to cover the cost of all work contemplated in the Project Manual. The submission of a bid shall be conclusive evidence that the bidder has reviewed and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and the materials to be furnished, and as to the requirements of the Project Manual and Project Plans. The submission of a bid shall also be conclusive evidence that the person signing the Proposal Forms is authorized to bind or obligate the bidder to any agreement.
- F. Bidders' attention is directed to the insurance and bond requirements described below and as provided in the Sample Standard Agreement. It is highly recommended that bidders confer with their respective insurance carriers or brokers to determine the availability of surety bonds, insurance certificates, and endorsements as prescribed and provided herein in advance of bid submission. If an apparent low bidder fails to comply strictly with the bonding and insurance requirements, that bidder may be disqualified from award of the contract and its bid security may be forfeited. The cost of such bonds and insurance shall be included in each bidder's bid.
- 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. Proposal Forms ("BD" pages) contained in Section I and bidder's bid security must be received in a sealed, opaque envelope clearly labeled with **HACKNEY DRIVE AND SOUTH LANDING ROAD PROJECTS** printed on the outside of the envelope. Bids received unsealed or unlabeled will not be considered. Bids submitted by facsimile (fax) transmission or electronic mail will not be considered.

- I. To be considered, bids must be received by the Clerk of the Board of Supervisors no later than Bid Submission Deadline stated on the cover sheet. Bids may be mailed to the Clerk of the Board of Supervisors, P.O. Box 237, Bridgeport, California, 93517, or delivered to the office of the Clerk of the Board of Supervisors, 74 North School Street, Bridgeport, California, 93517.
- J. Bidders are advised that due to the remote nature of central Mono County “overnight” delivery by the U.S. Postal Service, UPS, FedEx, and other carriers is actually scheduled as a **two-day delivery**. Bidders should also take potential holiday mail delays into consideration.

6. MODIFICATION OF BID

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

7. WITHDRAWAL OF BID

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

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

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, California, 93517, and there publicly opened, read aloud, and recorded. All interested parties are invited to attend. Any bid received after the Bid Submission Deadline will be returned to the bidder unopened.

10. BID EVALUATION

After all bids are opened and publicly announced, personnel from the Department of Public Works will evaluate the bids; identify the lowest responsive bid by a responsible bidder; send a Notice of Intent to Award the contract, with a ranked tabulation of all bid amounts submitted, to the identified Bidder (copied to all Bidders); and agendize the matter for review by the Board of Supervisors. The Board of Supervisors 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 of Supervisors elects to proceed to contract award, it will approve and authorize execution of a contract with the successful bidder. In the event of a discrepancy between the numeric total bid written and the numeric total bid calculated, the bid amount calculated by multiplying each item quantity by the unit price and then adding each item of the proposal shall prevail.

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

11. BID PROTEST PROCEDURE

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

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

Bidders may submit protests to the County by mail, or electronically. Protests submitted by mail (USPS, UPS, FedEx, Golden State Overnight, etc.) must be addressed and delivered to the Clerk of the Board of Supervisors, c/o Mono County Department of Public Works, Attn: Kalen Dodd, 74 North School Street, Post Office Box 237, Bridgeport, California, 93517. Protests submitted electronically should be emailed to Kalen Dodd at kdodd@mono.ca.gov

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

and (5) the form of relief requested and the legal basis for such relief.

If a valid protest is timely filed, the Department of Public Works shall investigate the bid protest. The protested bidder shall have three (3) business days to respond to the Department of Public Works' investigation and to provide any information requested by the Department of Public Works. The Department of Public Works shall notify the protested bidder of any evidence reflecting upon his responsibility, afford the protested bidder an opportunity to rebut such evidence, and allow the protested bidder to present evidence in support of his qualifications to perform the contract. The Department of Public Works shall respond to the protesting party upon the conclusion of its investigation by providing the protesting party a statement of its conclusions and findings. Thereafter, 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 bid protest procedure described herein must be pursued and exhausted before any person or entity may commence litigation against the County, or any of its officers, agents, or employees related to or arising out of the award of a contract for the construction of the Project to a bidder whose winning bid could have been the subject of a protest as outlined above.

12. AWARD OR REJECTION OF BIDS

- A. After expiration of the Bid Protest Deadline, the County may, in its discretion take any of the following actions: (1) Award a contract notwithstanding the filing of a bid protest; (2) refrain from awarding a contract pending resolution of any or all bid protests; or (3) otherwise proceed as it deems appropriate, including without limitation rejecting all bids received. Further, under Public Contract Code Section 22038, the County has the option, after receiving and tabulating bids, to reject all bids and perform the work by force account if the Board of Supervisors determines, by a four-fifths vote, that the work can be performed more economically by its own employees.
- B. If it chooses to award a contract, the County shall award the contract to the bidder found responsible by the County which has submitted the lowest responsive bid. Bidders are advised that should this Invitation for Bids result in the award of a contract, any such contract will not be in force until it is approved and fully executed by the County and the successful bidder.
- C. Payment under any contract resulting from this Invitation for Bids will be consistent with the Sample Standard Agreement, a sample of which has been provided with this Invitation for Bids. Any contract awarded as a result of this Invitation for Bids will be awarded without discrimination based on race, color, religion, age, sex, sexual orientation, or national origin.
- D. Contract award, if made, is anticipated to occur within two (2) weeks after the date of bid opening but could occur up to 60 days after said date. In such an event, all bidders will be notified in writing that additional time will be required. No bid can be withdrawn during that period unless such withdrawal is authorized under the Public Contract Code and the bid security shall remain in full force and effect.
- E. The County assumes no responsibility for any costs the bidder may incur, regardless of whether or not a contract is awarded, in preparing and/or submitting a bid.

13. CONTRACT EXECUTION

- A. Accompanying the County's Notice of Intent to Award will be the contract for the Project, which the successful bidder will be required to execute and return, together with the required bonds and certificates of insurance, to the County within five (5) calendar days following receipt of such contract and Notice of Intent to Award. Failure to do so by the successful bidder shall be just cause for annulment of the contract award and forfeiture of the bid security, which shall be retained by the County as liquidated damages, and it is agreed by both parties that the bid security sum is a fair

estimate of such failure. Signature by both parties constitutes execution of a contract for the Project.

- B. In the event the successful bidder is unable to physically deliver the required bonds and insurance certificates, and where approved in writing by the Director of the Department of Public Works, the bidder shall, prior to its commencement of the work, submit evidence satisfactory to the County that such bonds and certificates will be furnished in a timely manner.
- C. In the event of failure of the lowest responsible, responsive bidder to sign and return a contract for the Project with acceptable evidence of bonds and insurance certificates as prescribed herein, the County may award the contract to the next lowest responsible, responsive bidder, and so forth, until a fully-executed contract for the Project and acceptable bonding and insurance certificates are received by the County.
- D. The bid security of all bidders will be retained by the County until a contract for the Project is executed by the successful bidder and evidence of bonds and insurance acceptable to the County is received, after which those bid securities, except any that may have been forfeited, will be returned to the bidders whose proposals they accompanied.

14. LISTING OF AND SUBSTITUTIONS OF SUBCONTRACTORS

- A. If awarded a contract, the successful bidder shall perform with his own organization contract work amounting to not less than 30 percent (30%) of the original total contract price. The bidder shall give his/her personal attention to the fulfillment of the contract and shall keep the work under his/her control. All persons engaged in the Project and related work will be held responsible for their work, which shall be subject to the provisions of the Project Manual and any contract executed pursuant to this Invitation for Bids.
- B. Each bidder shall in its bid or offer, set forth the name and location of the office, shop, or mill of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or improvement and the portion of the work which will be done by each subcontractor if the amount of the subcontractor's work will be in excess of one-half of one percent (0.5%), or Ten Thousand dollars (\$10,000.00), whichever is greater, of the bidder's bid.
- C. If the bidder fails to specify a subcontractor for any portion of the work to be performed under the contract as specified above, it shall be deemed to have agreed to perform such portion itself, and it shall not be permitted to subcontract that portion of the work except under conditions hereinafter set forth.
- D. No bidder whose bid is accepted shall, without consent of the Director of the Department of Public Works, do any of the following:
 - (1) Substitute any person as subcontractor in place of the subcontractor designated in the original bid; or
 - (2) Permit any subcontractor to be assigned or transferred or allow the work to be performed by anyone other than the original subcontractor listed in the bid; or
 - (3) Sublet or subcontract any portion of the work in excess of one-half of one percent (0.5%) of the bidder's bid as to which its original bid did not designate a subcontractor.
- E. Subletting or subcontracting any portion of the work as to which no subcontractor was designated in the original bid shall be permitted only in case of public emergency, necessity, or otherwise in accordance with the Public Contract Code, and then only after a finding has been made in writing, by the Director of the Department of Public Works, setting forth the facts constituting such emergency, necessity, or statutory basis for the substitution.
- F. If haulers are used merely to convey materials and will not excavate or load the material and if they will not apply judgment as to the suitability of the material to meet Project specifications, then they do not need to be identified on the "List of Subcontractors" in the bid forms.

15. INTEREST IN MORE THAN ONE BID

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

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 bidders must employ, as far as possible, such methods and means in the carrying out the Project and related work as will not cause any interruptions or interference with any other contractor or the operations of the facility at which the work is being performed.

17. SUBSTITUTIONS

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

18. CONTRACTOR'S LICENSING LAWS

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

19. LABOR REQUIREMENTS

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

No contractor or subcontractor may be listed in a bid proposal or awarded a contract for a public works

project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (unless exempt under Labor Code section 1771.1). This Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

20. PROJECT SCHEDULE AND LIQUIDATED DAMAGES

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

PROPOSAL FORMS

*Hackney Drive and South Landing Road Projects
Projects 9307 and 9308*

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

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

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

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

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

Bidder’s Company Name: _____

Company Address: _____

Office Telephone No.: _____ Fax No.: _____

Email Address: _____

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

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

*Hackney Drive and South Landing Road Projects
Projects 9307 and 9308*

CONTRACTOR'S NAME:

HACKNEY DRIVE – BASE BID

No	Item	Quantity	Units	Price per Unit	Item Price
A1	Mobilization	1	LS		
A2	Water Pollution Control	1	LS		
A3	Traffic Control, including Traffic Control Plan	1	LS		
A4	Grind / Pulverize / Grade Road (6" Depth)	5969	SY		
A5	Establish roadside earth swale	1913	LF		
A6	Hot Mix Asphalt (3-inch)	1007	TON		
A7	Shoulder Backing (AC Grindings)	3043	LF		
A8	Double 4" Centerline Paint	120	LF		
A9	6" Bike Lane Stripe White Paint	1286	LF		
A10	4" Parking Stall White Paint	1114	LF		
A11	Dashed 4" Yellow Centerline Paint	580	LF		
A12	Letter Paint Stencil	8	EA		
A13	ADA Parking Space Paint Stencil	6	EA		
A14	Stop Bar Paint	1	EA		
A15	High Visibility Crosswalk Paint	52	LF		
A16	Replace Sign	8	EA		

HACKNEY DRIVE – BASE BID Subtotal:

HACKNEY DRIVE – BID ALTERNATE B

No	Item	Quantity	Units	Price per Unit	Item Price
B17	Scarify / Recompact / Grade (6" Depth)	1222	SY		
B18	Hot Mix Asphalt (3-inch)	206	TON		

<i>HACKNEY DRIVE – BID ALTERNATE B Subtotal:</i>	
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SOUTH LANDING ROAD – BASE BID

No	Item	Quantity	Units	Price per Unit	Item Price
A25	Water Pollution Control	1	LS		
A26	Traffic Control, including Traffic Control Plan	1	LS		
A27	Grind Existing Asphalt (2" Depth)	6388	SY		
A28	Hot Mix Asphalt (2-inch)	716	TON		
A29	Shoulder Backing (AC Grindings)	4587	LF		
A30	Geogrid interlayer	1000	SY		
A31	6" Bike Lane Stripe	8719	LF		
A32	Double 4" Centerline Paint	4354	LF		
A33	Letter Paint Stencil	10	EA		
A34	Stop Bar Paint	2	EA		
A35	High Visibility Crosswalk Paint	60	LF		
A36	Replace Sign	9	EA		

<i>SOUTH LANDING ROAD – BASE BID Subtotal:</i>	
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SOUTH LANDING ROAD – BID ALTERNATE C

No	Item	Quantity	Units	Price per Unit	Item Price
C36	Grind Existing Asphalt (2" Depth)	301	SY		
C37	Hot Mix Asphalt (2-inch)	34	TON		
C38	Shoulder Backing (AC Grindings)	914	LF		
C39	Geogrid interlayer	100	SY		
C40	6" Bike Lane Stripe	2791	LF		
C41	Double 4" Centerline Paint	1500	LF		
C42	Letter Paint Stencil	2	EA		

<i>SOUTH LANDING ROAD – BID ALTERNATE C Subtotal:</i>	
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<i>HACKNEY DRIVE – BASE BID Subtotal:</i>	
<i>HACKNEY DRIVE – BID ALTERNATE B Subtotal:</i>	
<i>SOUTH LANDING ROAD – BASE BID Subtotal:</i>	
<i>SOUTH LANDING ROAD – BID ALTERNATE C Subtotal:</i>	

<p>BIDDER'S GRAND TOTAL* (Includes BASE BID and ALL BID ALTERNATES) <i>*COUNTY WILL USE THIS TOTAL TO COMPARE BIDS AND DETERMINE APPARENT LOW BIDDER</i></p>	
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COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS

LIST OF SUBCONTRACTORS

*Hackney Drive and South Landing Road Projects
Projects 9307 and 9308*

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

*Hackney Drive and South Landing Road Projects
Projects 9307 and 9308*

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.

Hackney Drive: Yes No

S. Landing Road: Yes No

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

DISCLOSURES AND CERTIFICATIONS

*Hackney Drive and South Landing Road Projects
Projects 9307 and 9308*

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

QUESTIONNAIRE A

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

Yes: _____ No: _____

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

QUESTIONNAIRE B

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

Yes: _____ No: _____

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

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

WORKERS' COMPENSATION CERTIFICATION

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

NON-COLLUSION AFFIDAVIT

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

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

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

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

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

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

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

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

Subcontractor Name

Subcontractor Signature

Date

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

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

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

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

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

COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS

BIDDER'S QUALIFICATION STATEMENT

2018 MONO COUNTY FOG SEAL AND STRIPING PROJECT
Project No. 9301

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

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

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

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

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

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

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

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

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

1. GENERAL INFORMATION:

A. Type of organization: _____

If Corporation, include year and state incorporated

If Partnership, state whether general or limited

If Sole Proprietorship, include name of owner

If Joint Venture*, include name all partnering firms

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

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

_____ Yes _____ No

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

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

2. PERSONNEL:

A. Identify the current number of employees below:

Employee Type	Full-Time	Part-Time
Office		
Field		

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

Description	Person 1	Person 2	Person 3
Name			
Title			
% Ownership			

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

3. FINANCIAL INFORMATION:

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

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

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

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

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

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

- 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
- vii. Been found to have committed a construction-related violation of federal, state, or local environmental law or regulation? Yes No

5. BIDDING CAPABILITY AND PREVIOUS EXPERIENCE:

A. Provide a detailed narrative of the Contractor's experience and involvements in pavement preservation, crack seal, and/or slurry projects. Previous experience in this field of construction is necessary for the Contractor to be found responsible specific to this Project. Additional information can be provided on an attached sheet.

mark if continued on an attached sheet

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

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

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

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

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

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

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

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

* Entity submitting proposal is considered "Contractor"

Facility / Project Name: _____

Address of Project: _____

Project Owner: _____

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

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

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

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

Construction Manager / Project Manager:

Company: _____

Address: _____

Telephone:_____ email:_____

Contact Name:_____ Title: _____

Architect / Engineer:

Company: _____

Address: _____

Telephone:_____ email:_____

Contact Name:_____ Title: _____

Reference familiar with Contractor's performance:

Company: _____

Address: _____

Telephone:_____ email:_____

Contact Name:_____ Title: _____

Description of work performed by Contractor: _____

BID BOND

(MINIMUM 10% OF TOTAL BID AMOUNT)

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

HACKNEY DRIVE AND SOUTH LANDING ROAD PROJECTS

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)

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AGREEMENT BETWEEN COUNTY OF MONO
AND [Click here to enter text.](#)
FOR CONSTRUCTION SERVICES RELATED TO THE HACKNEY DRIVE AND SOUTH
LANDING ROAD PROJECTS

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as "County") may have the need for construction services related to the Hackney Drive and South Landing Road Projects 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

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

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

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

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

2. TERM

The term of this Agreement shall be 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 County under this Agreement, unless otherwise provided for in Attachment B.

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by County to Contractor for services and work performed under this Agreement shall not exceed \$[Click here to enter text.](#), not to exceed \$[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 County, on a monthly basis, an itemized statement of all services and work described in Attachment A, which were done at County's request. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. Alternatively, Contractor may submit a single request for payment corresponding to a single incident of service or work performed at County's request. All statements submitted in request for payment shall identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Invoicing shall be informative but concise regarding services and work performed during that billing period. Upon finding that Contractor has satisfactorily completed the work and performed the services as requested, County shall make payment to Contractor within 30 days of its receipt of the itemized statement. Should County determine the services or work have not been completed or performed as requested and/or should Contractor produce an incorrect statement, County shall withhold payment until the services and work are satisfactorily completed or performed and/or the statement is corrected and resubmitted.

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

F. Federal and State Taxes.

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

(2) County shall withhold California state income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed One Thousand Four Hundred Ninety-Nine dollars (\$1,499.00).

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

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

4. WORK SCHEDULE

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

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

7. COUNTY PROPERTY

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

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

8. WORKERS' COMPENSATION

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

9. INSURANCE

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

- General Liability. A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Contractor under this Agreement, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than One Million dollars (\$1,000,000.00) per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- Automobile/Aircraft/Watercraft Liability Insurance. A policy of Comprehensive Automobile/Aircraft/Watercraft Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than One Million dollars (\$1,000,000.00) per claim or occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. If the services provided under this Agreement include the transportation of hazardous materials/wastes, then the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials/wastes to be transported by Contractor pursuant to this Agreement. Alternatively, such coverage may be provided in Contractor's Pollution Liability policy.
- Professional Errors and Omissions Liability Insurance. A policy of Professional Errors and Omissions Liability Insurance appropriate to Contractor's profession in an amount of not less than One Million dollars (\$1,000,000.00) per claim or occurrence or Two Million dollars (\$2,000,000.00) general aggregate. If coverage is written on a claims-made form then: (1) the "retro date" must be shown, and must be before the beginning of contract work; (2) insurance must be maintained and

evidence of insurance must be provided for at least five years after completion of the contract work; and (3) if coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a “retro date” prior to the contract effective date, then Contractor must purchase “extended reporting” coverage for a minimum of five years after completion of contract work.

- Pollution Liability Insurance. A policy of Comprehensive Contractors Pollution Liability coverage applicable to the work being performed and covering Contractor’s liability for bodily injury (including death), property damage, and environmental damage resulting from “sudden accidental” or “gradual” pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall provide a limit no less than One Million dollars (\$1,000,000.00) per claim or occurrence or Two Million dollars (\$2,000,000.00) general aggregate. If the services provided involve lead-based paint or asbestos identification/remediation, the Pollution Liability policy shall not contain lead-based paint or asbestos exclusions.

B. Coverage and Provider Requirements. Insurance policies shall not exclude or except from coverage any of the services and work required to be performed by Contractor under this Agreement. The required 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 County, its agents, officers and employees made on ISO form CG 20 10 11 85, or providing equivalent coverage; and (3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to County.

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

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

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

10. STATUS OF CONTRACTOR

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

- A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.
- B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.
- C. Contractor, its agents, officers and employees are, and at all times during the term of this Agreement shall represent and conduct themselves as, independent contractors, and not employees of County.

11. DEFENSE AND INDEMNIFICATION

Contractor shall defend with counsel acceptable to County, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this Paragraph 11 extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of Contractor, its agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold County, its agents, officers, and employees harmless under the provisions of this Paragraph 11 is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance and shall survive any termination or expiration of this Agreement.

12. RECORDS AND AUDIT

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this Paragraph 12 by substitute photographs, micrographs, or other authentic reproduction of such records.

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

13. NONDISCRIMINATION

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment

and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.

14. TERMINATION

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

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

15. ASSIGNMENT

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

16. DEFAULT

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

17. WAIVER OF DEFAULT

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

18. CONFIDENTIALITY

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

19. CONFLICTS

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

20. POST-AGREEMENT COVENANT

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

21. SEVERABILITY

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

22. FUNDING LIMITATION

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

23. AMENDMENT

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

24. NOTICE

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

County of Mono:

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

Contractor:

Click here to enter text.
Click here to enter text.
Click here to enter text.
Click here to enter text.
Click here to enter text.

25. COUNTERPARTS

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

26. ENTIRE AGREEMENT

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

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

COUNTY OF MONO

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF MONO

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

FOR

**CONSTRUCTION SERVICES RELATED TO THE HACKNEY DRIVE AND SOUTH LANDING
ROAD PROJECTS**

TERM:

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

SCOPE OF WORK:

[Click here to enter text.](#)

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF MONO

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

FOR

**CONSTRUCTION SERVICES RELATED TO THE HACKNEY DRIVE AND SOUTH LANDING
ROAD PROJECTS**

TERM:

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

SCHEDULE OF FEES:

[Click here to enter text.](#)

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

EXHIBIT 1

AGREEMENT BETWEEN THE COUNTY OF MONO AND

Click here to enter text. FOR CONSTRUCTION SERVICES RELATED TO THE HACKNEY DRIVE AND SOUTH LANDING ROAD PROJECTS

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:

[Click here to enter text.](#)

[Click here to enter text.](#)

[Click here to enter text.](#)

- 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 Governmentwide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined to be of ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the County.

3.2 NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

3.3 APPLICABILITY TO SUBCONTRACTORS

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

3.4 QUARTERLY DISCLOSURES

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

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

SECTION 4. SUBCONTRACTORS

4.1 SUBCONTRACTING.

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

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

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

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

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

The Contractor shall submit copies of subcontracts upon request by the Engineer. Before subcontracted work starts, the Contractor shall submit a Subcontracting Request form to the

Engineer. The Contractor shall not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations web site at: <http://www.dir.ca.gov/dlse/debar.html>

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

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

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

4.2 PERFORMANCE OF SUBCONTRACTORS

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

4.3 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS.

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

4.4 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS.

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

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

4.5 APPALACHIAN REGIONAL DEVELOPMENT ACT OF 1965.

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

SECTION 5. PROJECT IMPLEMENTATION

5.1 PRE-CONSTRUCTION CONFERENCE.

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

5.2 PROSECUTION AND PROGRESS.

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

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

5.3 ORDER OF WORK.

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

SECTION 6. PROJECT ADMINISTRATION

6.1 GENERAL.

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

Control of Work:

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

6.2 OMITTED ITEMS.

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

6.3 CONTRACTOR REPRESENTATION.

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

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

6.4 CONTRACTOR PERSONNEL.

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

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

6.5 METHODS AND EQUIPMENT.

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

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

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

6.6 PARTIAL PAYMENTS.

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

6.7 FINAL ACCEPTANCE.

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

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

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

6.8 CLAIMS FOR ADJUSTMENT AND DISPUTES.

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

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

6.9 FORCE MAJEURE.

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

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

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

6.10 WARRANTY AND GUARANTEE.

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

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

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

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

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

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

SECTION 7: TERMINATION

7.1 TERMINATION BY CONTRACTOR.

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

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

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

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

7.2 TERMINATION BY COUNTY FOR CAUSE.

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

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

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

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

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

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

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

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

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

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

7.3 TERMINATION BY COUNTY FOR CONVENIENCE.

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

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

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

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

7.4 PAYMENT ADJUSTMENT FOR TERMINATION.

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

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

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

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

SECTION 8. MATERIALS

8.1 MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.

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

8.2 REFERENCE TO SPECIFICATIONS AND TRADE NAMES.

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

Where the trade name of a product or the name of a 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-I.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 [Click here to enter text](#). 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 \$[Click here to enter text](#) per day, as liquidated damages, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above. This sum is based on the recommended calculation located in the Caltrans Local Assistance Procedures Manual at page 12-20 available at http://www.dot.ca.gov/hq/LocalPrograms/lam/prog_p/lapmcomplete-2-2012.pdf.

14.3 BREACH.

If conditions of non-performance justifying the imposition of liquidated damages continue, they may amount to a material breach for which the County may pursue recovery of actual losses resulting from the Contractor's failure to perform, and the County expressly reserves this right. The County shall

notify the Contractor in writing, for any default specified herein, and such liquidated damages shall be paid by the Contractor within thirty (30) calendar days of the County's notice. The Contractor's failure to pay the assessed liquidated damages within the designated time frame may be deemed by the County as a breach of contract.

SECTION 15. PROJECT CLOSEOUT

15.1 "As-Built" Drawings.

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

EXHIBIT 2

AGREEMENT BETWEEN THE COUNTY OF MONO AND

Click here to enter text.FOR CONSTRUCTION SERVICES RELATED TO THE HACKNEY DRIVE AND SOUTH LANDING ROAD PROJECTS

PREVAILING WAGES AS OF: Click here to enter text.

A. Determination.

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

B. Prevailing Wage Rate.

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

C. Apprentices.

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

D. Penalty for Non-Payment of Prevailing Wages.

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

E. Payroll Records.

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

F. Inspection of Payroll Records.

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

G. Posting of Prevailing Wages at Job Site.

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

H. Hours.

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

I. Overtime.

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

J. Records of Hours.

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

K. Penalty for Violation of Work Hours.

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

L. Registration with DIR and Compliance Monitoring.

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

enforcement by the Department of Industrial Relations.

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

§ 1771. Payment of general prevailing rate

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

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

§ 1775. Penalties for violations

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

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

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

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

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

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

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

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

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

(f)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 1815. Overtime

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

EXHIBIT 3

AGREEMENT BETWEEN COUNTY OF MONO
AND [Click here to enter text.](#)
FOR CONSTRUCTION SERVICES RELATED TO THE HACKNEY DRIVE AND SOUTH
LANDING ROAD PROJECTS

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 Click here to enter text., hereafter designated as the "Contractor", a contract for the work described as follows:

Click here to enter text.

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 \$Click here to enter text. dollars (\$Click here to enter text.), 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 `Click here to enter text.`, hereafter designated as the "Principal", a contract for the work described as follows:

`Click here to enter text.`

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 `Click here to enter text.`dollars (\$`Click here to enter text.`), 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, *Click here to enter text.*, the Contractor in the contract hereto annexed, as Principal, and, *Click here to enter text.* as Surety, are held and firmly bound unto the County of Mono in the sum of *Click here to enter text.* (\$*Click here to enter text.*) 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 *Click here to enter text.* such that it is free from defects in materials and workmanship for a period of one year commencing on *Click here to enter text.* (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 CONSTRUCTION SERVICES RELATED TO THE HACKNEY DRIVE AND SOUTH LANDING ROAD PROJECTS

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.

APPLICATION AND CERTIFICATE FOR PAYMENT

FROM AIA DOCUMENT G702

PAGE 1 OF 2 PAGES

TO OWNER: Mono County, Public Works - PO Box 457, Bridgeport, CA 935 APPLICATION NO.: [REDACTED]
 FROM CONTRACTOR: [REDACTED] PERIOD TO: [REDACTED]
 APPLICATION DATE: [REDACTED] PROJECT NOS.: [REDACTED]
 CONTRACT FOR / NO Mountain Gate Phase 2 / CONTRACT DATE: [REDACTED]

DISTRIBUTION TO:
 Client X
 Project File X
 CONTRACT TERM: [REDACTED]

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below in connection with the Contract.
 Continuation Sheet, from AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	[REDACTED]
2. Net change by Change Order	\$ -
3. CONTRACT SUM TO DATE	\$ -
(Line 1 +/- Line 2)	
4. TOTAL COMPLETED & STORED TO DATE	\$ -
(Column G on Continuation Sheet)	
5. RETAINAGE:	
a. % of Completed Work 0.00% \$ -	
(Columns D + E on Continuation Sheet)	
b. % of Stored Material 0.00% \$ -	
(Column F on Continuation Sheet)	
Total Retainage	\$ -
(Line 5a + 5b or Total Column I Continuation Sheet)	
6. TOTAL EARNED LESS RETAINAGE	\$ -
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 prior Certificate)	
8. CURRENT PAYMENT DUE	\$ -
9. BALANCE TO FINISH, PLUS RETAINAGE	\$ -
(Line 3 less Line 6)	

CHANGE ORDER SUMMARY		
Change Orders approved in previous months by Owner	ADDITIONS	DEDUCTIONS
TOTAL	\$ -	\$ -
Approved this Month		
Number	Date Approved	
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
	TOTALS	\$ -
Net Change by Change Orders		\$ -

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates of Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
 By: _____ Date: _____

State of: _____
 County of: _____
 Subscribed and sworn to before me this _____ day of _____
 Notary Public: _____ My Commission expires: _____

EXHIBIT 5

AGREEMENT BETWEEN THE COUNTY OF MONO AND

[Click here to enter text.](#)FOR THE PROVISION OF

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

SECTION III



TECHNICAL SPECIFICATIONS

HACKNEY DRIVE AND SOUTH LANDING ROAD PROJECTS

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TECHNICAL SPECIFICATIONS

2018 MONO COUNTY

FOG SEAL AND STRIPING PROJECT

Project No. 9301

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1. DESCRIPTION OF WORK

The **Hackney Drive and South Landing Road Projects** (hereinafter referred to as the project) are for the purpose of rehabilitation the condition of asphalt concrete streets in the communities of Walker and Crowley Lake by full-depth reclamation and by asphalt overlay Pavement Striping and Markings will be applied after the repaving.

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

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

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

Submittals:

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

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

5. CONTROL OF WORK AND MATERIALS

Submittals:

Construction schedule

Construction:

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

- Toms Place Classic Car Show
- Fishing tournaments in Crowley Lake
- ATV Jamboree in the Walker area

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

working days.

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

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

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

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

Advance Public Notification – At least 7 days and no more than 14 days prior to beginning any work on the project, the Contractor shall sign or post written notice in each community and notify other applicable parties listed below. Notice shall be given for general construction activity in an area as well as specific activities that will, in any way, inconvenience residents/property owners/tenants or affect their operations or access to their property. Such notices shall include the expected date for start of construction, a general description of the construction activity to take place, expected duration, and the name, address, and contact number of the Contractor's superintendent and Mono County Public Works.

The Contractor shall provide Advance Notice to the following parties.

General

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

Before beginning work at the Hackney Drive site:
530-495-2900 Antelope Valley Fire Protection District

Before beginning work at the South Landing Road site:
760-935-4545 Long Valley Fire Protection District
760-924-4810 Southern California Edison
760-934-2000 Crowley Mutual Water Company
760-935-4500 Hilton Creek Community Services

Payment:

There is no separate payment for Control of Work.

8. MOBILIZATION

General:

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

Submittals:

Equipment and materials storage locations
Staging locations

Payment:

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

12. TEMPORARY TRAFFIC CONTROL

General:

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

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

Submittals:

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

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

Construction:

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

notice. No parking signs shall state the dates and times that the no parking restrictions will be in effect.

The Contractor shall leave the street open to traffic.

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

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

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

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

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

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

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

Payment:

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

13. WATER POLLUTION CONTROL

General:

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

Submittals:

Documentation demonstrating that Fiber Roll is certified seed proof.

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

Materials: Fiber

Rolls

Other BMP's as determined in the field

Construction:

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

No construction debris shall be allowed to exit the site.

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

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

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

Project Winterization:

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

Payment:

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

15. PROTECTION OF EXISTING FACILITIES

General:

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

Construction:

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

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

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

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

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

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

Payment:

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

17. CLEARING AND GRUBBING

General: Clear and grub all areas that will receive earthwork in accordance with section 17 of the CT Specifications.

Payment:

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

18. DUST CONTROL

General:

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

Submittals:

Documentation for any dust palliative materials proposed.

Construction:

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

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

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

Payment:

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

19. EARTHWORK

General

All work performed in connection with EARTHWORK shall conform to the provisions in CT Specifications Section 19 EARTHWORK.

Performing earthwork activities includes removal of unsuitable material or a buried man-made object if the removal is described. The work also consists of salvaging, removing, and disposing of fences, structures, pavements, culverts, utilities, curbs, sidewalks, signs, snowpoles, and other obstructions within the project earthwork area.

Excavated material may be used as road shoulder fill if approved by the Engineer.

Unsuitable Material:

Excavate and dispose of unsuitable material encountered below the natural ground surface below the grading plane in excavation areas as ordered.

Notify the Engineer before removing the unsuitable material if:

1. Removal is not otherwise described
2. You request payment for removal as change order work

Backfill the space resulting from excavating unsuitable material with material suitable for the planned use.

Buried Man-Made Objects:

Remove and dispose of a buried man-made object encountered in an excavation as part of the excavation work.

Notify the Engineer before removing the buried man-made object if:

1. Removal of the object is not otherwise described
2. Object could not have been determined by visual inspection
3. You request payment for removal of the object as change order work

Shoulder Backing

Specifications for constructing shoulder backing adjacent to the edge of new pavement surfacing.

Materials:

Shoulder backing must be clean and consist of one or any combination of the following materials:

1. Broken stone
2. Crushed gravel
3. Natural rough surfaced gravel
4. Sand
5. RAP
6. Aggregate base

Shoulder backing must be graded within the percentage passing limits shown in the following table:

Sieve size	Percentage passing
2"	100
1"	75–100
3/4"	65–100
No. 4	35–60
No. 30	10–35
No. 200	5–15

If 100 percent RAP is used, shoulder backing must be graded within the percentage passing limits shown in the following table:

Sieve size	Percentage passing
1-1/2"	100
3/4"	70–100
No. 4	30–80

Shoulder backing must comply with the sand equivalent requirements shown in the following table:

Quality characteristics	Test method	Requirement
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Sand Equivalent		
Single type of material except RAP		10-35
Combination of all type of materials including RAP	California Test 217	10-35
Combination of all type of materials excluding RAP		10-30
100% RAP (min)		10

If aggregate base is used for shoulder backing, the aggregate base shall meet the requirements of CT Specifications, Section 26, "Aggregate Base".

Construction:

Do not place shoulder backing containing RAP within 100 feet measured horizontally from a culvert, watercourse, or bridge.

Remove weeds, grass, and debris from the area to receive shoulder backing.

Scarify the basement material to receive shoulder backing at least 0.25 feet deep and water immediately before placing the shoulder backing.

Place and spread shoulder backing directly on the basement material. After placing the shoulder backing, water and compact it with a minimum of 2 passes with a steel-tired roller weighing at least 8 tons. Compaction equipment width shall match the width of shoulder backing installed to prevent bridging during compaction. Wherever the total thickness of shoulder backing is more than 6 inches, place the backing as embankment (Ct Specifications 19.) and compact to 95% of maximum dry density. Form smooth and uniform cross sections and slopes.

Do not deposit shoulder backing on new pavement.

Complete shoulder backing within 5 days after placement of adjacent new surfacing except complete shoulder backing within 15 days wherever edge treatment under is placed.

Before opening a lane adjacent to uncompleted shoulder backing, place portable delineators and W8-9, Low Shoulder, signs off of and adjacent to the new pavement surfacing.

Portable delineators and signs must comply with section 12 except the signs may be set on temporary portable supports or on barricades.

Place portable delineators at the beginning and along the drop-off of the edge of pavement in the direction of travel, at maximum intervals of 500 feet on tangents and 200 feet on curves.

Place the W8-9 signs at the beginning and along the drop-off of the edge of pavement in the direction of travel, at maximum intervals of 2,000 feet.

Remove portable delineators and W8-9 signs when the shoulder backing is complete in that area.

Payment:

Full compensation for EARTHWORK that is not SHOULDER BACKING shall be considered as included in the contract prices paid for the various other items of work, and no additional compensation will be allowed therefor.

SHOULDER BACKING is paid for by the LINEAR FOOT (LF). The payment quantity for shoulder backing is the horizontal length of shoulder backing placed parallel to the road centerline. The County does not increase the embankment quantity if subsidence or consolidation occurs after you start placing the backing material.

22. FINISHING ROADWAY

Perform finishing activities after completing all other construction activities.

Construction:

Trim and shape graded areas without surfacing to smooth and uniform cross sections and slopes:

1. Between edge of shoulder and hinge point of slopes
2. At medians

For a graded roadbed without surfacing or pavement, trim and shape the entire roadbed to uniform cross sections and slopes.

Trim slopes of gutters without lining or surfacing to the required grade and cross section.

Do not stockpile material on finished pavement or allow material to drift across pavement. Clean finished pavement of dirt and foreign material.

Clear debris and obstructions from ditches and channels constructed under the Contract.

Clean out sewers, culverts, and other drainage facilities and appurtenant structures constructed under the Contract.

Remove debris and excess material adjacent to culverts, headwalls and endwalls, bridge ends, poles, posts, trees, or other objects and leave in a neat and orderly condition.

Remove from slopes any exposed material that might become loose such as rocks and roots.

Remove loose rock larger than 2-1/2 inches in maximum dimension from:

1. Between the edge of shoulder and hinge point of slopes
2. Medians
3. Finished roadbed

Dispose of material resulting from finishing activities. If authorized, soil and rock resulting from finishing activities may be used along the roadway.

Finishing roadway includes removal, loading, and hauling of excess asphalt road grindings necessary to finish grade the roadway.

Payment:

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

30. RECLAIMED PAVEMENTS

Pulverized Roadbed:

Includes specifications for constructing a uniform reclaimed pavement base by pulverizing the asphalt concrete pavement and underlying material.

Submittals:

Material sampling shall be done on the first day of road pulverization (test strip) to confirm the gradation meets the requirements.

Perform sampling and testing for each test strip and production work at the specified frequency for the quality characteristics shown in the following table:

Pulverized Roadbed Quality Characteristic Sampling Locations and Testing Frequencies

Quality characteristic	Test method	Minimum sampling and testing frequency	Sampling location
Gradation	California Test 202	Minimum 1 per material/type	Loose mix after pulverizing and mixing per CT125
Depth of cut	NA	500 feet	Both sides of reclaiming machine along cut length
In-place wet density	ASTM D1557 (Modified Proctor) or CT 216	Minimum 1 per material/type	Loose mix after pulverizing and mixing per CT125
Relative compaction	ASTM D6938 or CT 231	Minimum one test per 5000 sq. ft. of road area	Compacted roadbed

County Acceptance:

The County accepts pulverized roadbed based on:

1. Visual inspection including:
 - 1.1. Segregation, tearing, and scarring of the finished surface
 - 1.2. Variance of more than 0.05 foot measured from the lower edge of a 12-foot straightedge
 - 1.3. Uniform surface texture throughout the work limits
 - 1.4. Repaired areas
2. Compliance with the following table:

Pulverized Roadbed Requirements for Acceptance

Quality characteristic	Test method	Requirement
Relative compaction (min, %)	ASTM D6938 or CT 231	95
Thickness (ft)	Field measurement	Not more than 0.05 ft less than the

		thickness shown
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Materials:

The quality characteristics of pulverized roadbed must comply with the requirements shown in the following table:

Pulverized Roadbed Quality Characteristic Requirements

Quality characteristic	Test method	Requirement
Gradation (% passing) Sieve Size: 2 inch 1 1/2 inch	California Test 202	100 90-100
Depth of cut (ft)	NA	Not more than 0.05 ft less than the thickness shown
In-place wet density (lb/cu ft)		Report only
Relative compaction (min, %)	ASTM D6938 or CT 231	95

Supplementary Aggregate:

If supplementary aggregate is specified, supplementary aggregate must comply with the specifications for Class 2 aggregate base in section 26.

Construction Equipment:

Pulverizing equipment must:

1. Be a self-propelled reclaiming machine
2. Pulverize the existing pavement and underlying material to the required size
3. Mix the pulverized pavement, underlying material, and water into a homogeneous and uniform mixture
4. Be equipped with automatic depth controls capable of maintaining the cutting depth to within 0.05 foot of the depth shown
5. Have a minimum 8-foot wide cutter that can remove the existing pavement to the specified depths

Compacting equipment must be a sheepsfoot roller, a vibratory steel-tired roller, and a pneumatic-tired roller. All compacting equipment must be self-propelled and reversible. The frequency of amplitude of vibrating rollers must be adjustable and exceed a static force of 15 tons in vibratory mode.

Finishing:

The finished surface must be free from segregation, tearing, and scarring, and have a uniform surface texture throughout the work limits.

Maintain the pulverized roadbed surface free of ruts, bumps, indentations, raveling, and segregation.

Repair damaged pulverized roadbed with minor HMA.

Payment:

Payment for GRIND/PULVERIZE EXIST ROADBED shall be per SQUARE YARD (SY) and shall include full compensation for furnishing all labor, materials, tools, equipment, compaction, finishing roadway, hauling material, incidentals, and for doing all the work involved, complete in place, as

shown on the plans or matching existing locations, as specified in the CT Specifications and these Technical Specifications, and as directed by the Engineer.

39. ASPHALT CONCRETE

This item shall consist of pavement courses composed of mineral aggregate and an approved asphalt cement binder (asphalt binder) mixed in a central mixing plant and placed on a prepared course in accordance with these specifications and shall conform to the lines, grades, thicknesses, and typical cross sections shown on the plans. Each course shall be constructed to the depth, typical section, and elevation required by the plans and shall be rolled, finished and approved before placement of the next course.

Hot Mix Asphalt (HMA) binder shall be PG 64-28, modified per Section 92 of the Caltrans Standard Specifications (Type A or Type B). Aggregate Gradation shall be $\frac{3}{4}$ -inch.

Submittals:

Submit the proposed **HMA mix design** including location of all commercial mixing plants to be used for approval prior to the start of work. A separate job-mix formula (JMF) shall be supplied for each plant proposed for use on the project. Asphalt Binder PG64-28 certificate of compliance from the manufacturer shall be included with the mix design submittal. HMA mix design shall be approved by the Engineer in writing prior to the start of HMA production.

Should a change in sources of materials be made, a new JMF must be approved by the Engineer in writing before the new material is used. After the initial production JMF has been approved by the Engineer and a new or modified JMF is required for whatever reason, the subsequent cost of the Engineer's approval of the new or modified JMF will be borne by the Contractor. There will be no time extension given or considerations for extra costs associated with the stoppage of production paving or restart of production paving due to the time needed for the Engineer to approve the initial, new or modified JMF.

Laboratories testing aggregate and HMA qualities used to prepare the mix design and JMF must be qualified under AASHTO Materials Reference Laboratory program and Caltrans Independent Assurance Program. A **copy of the laboratory's current accreditation and accredited test methods** shall be submitted to the Engineer prior to start of construction.

Contractor Quality Control shall be performed for the project including inspection, sampling, and testing necessary to maintain process control and meet minimum testing requirements. An organizational list of personnel with associated responsibilities and relevant certifications and relevant Laboratory certifications shall be provided prior to construction. An action plan shall be developed to correct situations when deviations from required specifications occur.

Composition of Hot Mix Asphalt (HMA):

The HMA mix shall be composed of a mixture of well-graded aggregate, filler and anti-strip agent if required, and asphalt binder. The several aggregate fractions shall be sized, handled in separate size groups, and combined in such proportions that the resulting mixture meets grading requirements of the job mix formula (JMF).

Job Mix Formula (JMF):

The job mix formula shall meet the design requirements in CT Standard Specifications, Section 39.

The submitted JMF shall be stamped or sealed by the responsible professional Engineer and shall include the following at minimum:

- Manufacturer's Certificate of Analysis (COA) for the asphalt binder used in the JMF.
- Manufacturer's Certificate of Analysis (COA) for the anti-stripping agent if used in the JMF.
- Certified material test reports for the course and fine aggregate and mineral filler.
- Percent passing each sieve size for individual gradation of each aggregate cold feed and/or hot bin; percent by weight of each cold feed and/or hot bin used; and the total combined gradation in the JMF.
- Specific Gravity and absorption of each coarse and fine aggregate.
- Percent natural sand.
- Percent fractured faces.
- Percent by weight of flat particles, elongated particles, and flat and elongated particles (and criteria).
- Percent of asphalt binder content
- Percentage and properties (asphalt content, asphalt binder properties, and aggregate properties) of reclaimed asphalt mix pavement (RAP), if used.
- Number of blows or gyrations
- Laboratory mixing and compaction temperatures.
- Supplier-recommended field mixing and compaction temperatures.
- Plot of the combined gradation on a 0.45 power gradation curve.
- Graphical plots of air voids, voids in the mineral aggregate (VMA), and unit weight versus asphalt content. To achieve minimum VMA during production, the mix design needs to account for material breakdown during production.
- Tensile Strength Ratio (TSR).
- Type and amount of Anti-strip agent when used.
- Asphalt Pavement Analyzer (APA) results or Hamburg wheel test.
- Date the JMF was developed. Mix designs that are not dated or which are from a prior construction season shall not be accepted.

The Contractor shall submit to the Engineer the results of verification testing of at least three (3) asphalt samples prepared at the optimum asphalt content.

Reclaimed Asphalt Pavement:

Reclaimed asphalt shall consist of reclaimed asphalt pavement (RAP), coarse aggregate, fine aggregate, mineral filler, and asphalt. The RAP shall be of a consistent gradation and asphalt content and properties. Up to and including 15 percent of recycled asphalt pavement (RAP) material, by mass, may be used in the mix without adjusting asphalt binder grade

Hot Mix Asphalt Production:

If RAP is used, the asphalt plant must automatically adjust the virgin asphalt binder to account for RAP percentage and RAP binder.

Hot Mix Asphalt Construction

Where the pavement thickness shown is greater than 0.30 foot, you may place HMA in multiple lifts not less than 0.15 foot each. If placing HMA in multiple lifts:

1. Apply a tack coat before placing a subsequent lift
2. The Engineer evaluates each HMA lift individually for compliance

Spread HMA at the ambient air and surface temperatures shown in the following table:

Minimum Ambient Air and Surface Temperatures

Lift thickness (feet)	Ambient air (°F)		Surface (°F)	
	Unmodified asphalt binder	Modified asphalt binder	Unmodified asphalt binder	Modified asphalt binder
<0.15	55	50	60	55
≥0.15	45	45	50	50

If the surface to be paved is both in sunlight and shade, pavement surface temperatures are taken in the shade. Engineer may waive air and surface temperature requirements.

General Construction:

Do not place HMA on wet pavement or frozen surface.

You may deposit HMA in a windrow and load it in the paver if:

1. Paver is equipped with a hopper that automatically feeds the screed
2. Loading equipment can pick up the windrowed material and deposit it in the paver hopper without damaging base material
3. Activities for depositing, pickup, loading, and paving are continuous
4. HMA temperature in the windrow does not fall below 260 degrees F

HMA placed in a windrow on the roadway surface must not extend more than 250 feet in front of the loading equipment or material transfer vehicle.

You may place HMA in 1 or more layers on areas less than 5 feet wide and outside the traveled way. You may use mechanical equipment other than a paver for these areas. The equipment must produce uniform smoothness and texture.

HMA handled, spread, or windrowed must not stain the finished surface of any improvement, including pavement.

Do not use petroleum products such as kerosene or diesel fuel to release HMA from trucks, spreaders, or compactors.

HMA must be free of:

1. Segregation
2. Coarse or fine aggregate pockets
3. Hardened lumps

Hauling:

Use vehicles with tight, clean, and smooth beds for hauling asphalt concrete mixes.

Coat the beds with an approved material to prevent asphalt concrete mix from adhering to the beds. Do not use petroleum derivatives or other coating material that contaminates or alters the characteristics of the mix. Drain the bed before loading.

Equip each truck with a canvas cover or other suitable material of sufficient size to protect the asphalt concrete mix from weather. When necessary to maintain temperature, use insulated truck beds and securely fastened covers.

HMA Pavers:

Paving equipment for spreading must be:

1. Self-propelled
2. Mechanical
3. Equipped with a screed or strike-off assembly that can distribute HMA the full width of a traffic lane
4. Equipped with a full-width compacting device
5. Equipped with automatic screed controls and sensing devices that control the thickness, longitudinal grade, and transverse screed slope

Install and maintain grade and slope references.

The screed must be heated and produce a uniform HMA surface texture without tearing, shoving, or gouging.

The paver must not leave marks such as ridges and indentations unless you can eliminate them by rolling. If, during construction, it is found that the spreading and finishing equipment in use leaves tracks or indented areas, or produces other blemishes in the pavement that are not satisfactorily corrected by the scheduled operations, the use of such equipment shall be discontinued and satisfactory equipment shall be provided by the Contractor.

Material Transfer Vehicle:

If a material transfer vehicle is specified, the material transfer vehicle must have sufficient capacity to prevent stopping the paver and must be capable of:

1. Either receiving HMA directly from trucks or using a windrow pickup head to load it from a windrow deposited on the roadway surface
2. Remixing the HMA with augers before transferring into the paver's receiving hopper or feed system
3. Transferring HMA directly into the paver's receiving hopper or feed system

Deliveries shall be scheduled so that placing and compacting of HMA is uniform with minimum stopping and starting of the paver. Hauling over freshly placed material shall not be permitted until material has been compacted, as specified, and allowed to cool to atmospheric temperature.

Compaction Equipment:

Rollers of the vibratory, steel wheel, and pneumatic-tired type shall be used. They shall be in good condition, capable of operating at slow speeds to avoid displacement of the HMA. The number, type, and weight of rollers shall be sufficient to compact the HMA to the required density while it is still in a workable condition. All rollers shall be specifically designed and suitable for compacting HMA concrete and shall be sized to achieve the required compaction results. Rollers that impair the stability of any layer of a pavement structure or underlying soils shall not be used. Depressions in pavement surfaces caused by rollers shall be repaired by the Contractor at their own expense.

Operate rollers according to the recommendation of the manufacturer. Each roller must have a separate operator. Rollers must be self-propelled and reversible.

Rollers must be equipped with a system that prevents HMA from sticking to the wheels. You may use a parting agent that does not damage the HMA or impede the bonding of layers.

The use of equipment which causes crushing of aggregate will not be permitted.

In areas inaccessible to spreading and compacting equipment:

1. Spread the HMA by any means to obtain the specified lines, grades, and cross sections
2. Use a pneumatic tamper, plate compactor, or equivalent to achieve thorough compaction

Asphalt Production Start-up Procedures (Control Strip):

An asphalt concrete control strip shall be constructed prior to the start of production asphalt paving to correlate the nuclear gauge(s) to obtained asphalt core densities and confirm compliance with project specifications.

The amount of HMA shall be sufficient to construct a test section 300 feet long and 24 feet wide, at minimum, placed in two lanes, with a longitudinal cold joint, and shall be of the same depth specified for the construction of the course which it represents. A cold joint for this test section is an exposed construction joint at least 4 hours old or whose mat has cooled to less than 160° F. The cold joint must be constructed using the same procedure that will be used during production. The underlying grade or pavement structure upon which the test section is to be constructed shall be the same as the remainder of the course represented by the test section. Construct the control strip using asphalt concrete mix production, lay-down, and compaction procedures intended for the entire mix production.

Nuclear density gauge readings shall be taken behind each roller pass at final compaction to determine the roller pattern necessary to achieve required density.

Cores of the compacted HMA control strip shall be obtained to correlate the nuclear gauge(s) to the HMA mix using the following procedure:

1. Establish a minimum of 5 random test site locations after placement and compaction of the control strip.
2. Determine in-place density of the asphalt using the nuclear gauge (ASTM D2950) and obtain a set of two cores (4" or 6" diameter) from within the outlined test position of the nuclear gauge for each of the 5 test site locations.
3. Determine average core density for each test site location (CT 308).
4. Determine the gauge correlation factor for each test site by subtracting the average nuclear density from the average core density for each test location.
5. Compute the average correlation factor for all the test site locations and compute the standard deviation. If any correlation value varies from the average correlation value by more than two standard deviations at the 95% confidence level, consider this correlation value statistically invalid and exclude it from the data.
6. Determine the final correlation factor by averaging the valid correlation factors.

Note, a correlation factor must be developed for each nuclear gauge used on the project. The obtained correlation factor shall remain with the gauge and be applied to all compaction testing results for the duration of the project. A new correlation factor shall be established whenever there is a change in lift thickness of 0.5" or more, underlying material, material source, mix design, or recalibration of the nuclear density gauge.

Compaction:

After placing, the HMA shall be thoroughly and uniformly compacted by self-propelled rollers. The surface shall be compacted as soon as possible when the HMA has attained sufficient stability so that rolling does not cause undue displacement, cracking or shoving. Sequence of rolling operations and type of rollers used shall be at discretion of the Contractor. The speed of the roller shall, at all times, be sufficiently slow to avoid displacement of the hot mixture and be effective in compaction. Any displacement occurring as a result of reversing direction of the

roller, or from any other cause, shall be corrected at once.

Sufficient rollers shall be furnished to handle the output of the plant. Rolling shall continue until the surface is of uniform texture, true to grade and cross section, and the required field density is obtained. To prevent adhesion of the HMA to the roller, the wheels shall be equipped with a scraper and kept properly moistened, but excessive water will not be permitted.

Any HMA that becomes loose and broken, mixed with dirt, contains check-cracking, or in any way defective shall be removed and replaced with fresh hot mixture and immediately compacted to conform to the surrounding area. This work shall be done at the Contractor's expense. Skin patching shall not be allowed.

Areas of segregation in the surface course, as determined by the Engineer, shall be removed and replaced at the Contractor's expense. The area shall be removed by saw cutting and milling a minimum of 2 inches deep. The area to be removed and replaced shall be a minimum width of the paver and a minimum of 10 feet long.

Monitor the compaction process during the final compaction stage using a nuclear density gauge that has been correlated to the control strip. Take nuclear density gauge readings behind each roller pass to achieve required density.

Tack Coat:

Tack coat must comply with the specifications for asphaltic emulsion, CT Specifications, Section 37. Edges of existing HMA pavement abutting the new work shall be saw cut and carefully removed as shown on the drawings and coated with asphalt tack coat before new material is placed against it.

Apply a tack coat:

1. To existing pavement including planed surfaces
2. Between HMA layers
3. To vertical surfaces of:
 - 3.1. Curbs
 - 3.2. Gutters
 - 3.3. Construction joints

Equipment for the application of tack coat must comply with CT Specifications, section 37-1.03B. Before placing HMA, apply a tack coat in 1 application at the minimum residual rate shown in the following table for the condition of the underlying surface:

Tack Coat Application Rates for HMA

HMA over:	Minimum residual rates (gal/sq yd)		
	CSS1/CSS1h, SS1/SS1h and QS1h/CQS1h asphaltic emulsion	CRS1/CRS2, RS1/RS2 and QS1/CQS1 asphaltic emulsion	Asphalt binder and PMRS2/PMCRS2 and PMRS2h/PMCRS2h asphaltic emulsion
New HMA (between layers)	0.02	0.03	0.02
Concrete pavement and existing asphalt concrete surfacing	0.03	0.04	0.03
Planed pavement	0.05	0.06	0.04

If a stress absorbing membrane interlayer as specified in section 37-2.06 is applied, the tack coat application rates for new HMA apply.

Notify the Engineer if you dilute asphaltic emulsion with water. The weight ratio of added water to asphaltic emulsion must not exceed 1 to 1.

Measure added water either by weight or volume under section 9-1.02 or use water meters from water districts, cities, or counties. If you measure water by volume, apply a conversion factor to determine the correct weight.

With each dilution, submit:

1. Weight ratio of water to bituminous material in the original asphaltic emulsion
2. Weight of asphaltic emulsion before diluting
3. Weight of added water
4. Final dilution weight ratio of water to asphaltic emulsion

Apply a tack coat to vertical surfaces with a residual rate that will thoroughly coat the vertical face without running off.

If authorized, you may:

1. Change tack coat rates
2. Omit tack coat between layers of new HMA during the same work shift if:
 - 2.1. No dust, dirt, or extraneous material is present
 - 2.2. Surface is at least 140 degrees F

Immediately in advance of placing HMA, apply additional tack coat to damaged areas or where loose or extraneous material is removed.

Close areas receiving tack coat to traffic. Do not allow the tracking of tack coat onto pavement surfaces beyond the job site.

If you use an asphalt binder for tack coat, the asphalt binder temperature must be from 285 to 350 degrees F when applied.

Geosynthetic Pavement Interlayer

Where directed by the Engineer, place geosynthetic pavement interlayer over a coat of asphalt binder and in compliance with the manufacturer's instructions. Do not place the interlayer on a wet or frozen surface. If the interlayer, in compliance with the manufacturer's instructions, does not require asphalt binder, do not apply asphalt binder before placing the interlayer.

Before placing the interlayer or asphalt binder:

1. Repair cracks 1/4 inch and wider, spalls, and holes in the pavement. This repair is change order work.
2. Clean the pavement of loose and extraneous material.

If the interlayer requires asphalt binder, immediately before placing the interlayer, apply asphalt binder at a rate specified by the interlayer manufacturer; at 0.25 ± 0.03 gal per square yard of interlayer; or at a rate that just saturates the interlayer; whichever is greater. Apply asphalt binder the width of the interlayer plus 3 inches on each side. At an interlayer overlap, apply asphalt binder on the lower interlayer the same overlap distance as the upper interlayer.

If asphalt binder tracked onto the interlayer or brought to the surface by construction equipment

causes interlayer displacement, cover it with a small quantity of HMA.

If the interlayer placement does not require asphalt binder, apply tack coat prior to placing HMA at the application rates specified under section 39-2.01C(3)(f) based on the condition of the underlying surface on which the interlayer was placed.

Align and place the interlayer with no overlapping wrinkles, except a wrinkle that overlaps may remain if it is less than 1/2 inch thick. If the overlapping wrinkle is more than 1/2 inch thick, cut the wrinkle out and overlap the interlayer no more than 2 inches.

Overlap the interlayer borders between 2 to 4 inches. In the direction of paving, overlap the following roll with the preceding roll at any break.

You may use rolling equipment to correct distortions or wrinkles in the interlayer.

Before placing HMA on the interlayer, do not expose the interlayer to:

1. Traffic, except for crossings under traffic control and only after you place a small HMA quantity
2. Sharp turns from construction equipment
3. Damaging elements

Pave HMA on the interlayer during the same work shift. The minimum HMA thickness over the interlayer must be 0.12 foot including at conform tapers.

Geosynthetic pavement interlayer must comply with section 96-1.02L Paving Grid of the CT specifications

The asphalt binder for geosynthetic pavement interlayer must be PG 64-10, PG 64-16, or PG 70-10.

Longitudinal and Transverse Joints:

The formation of all joints shall be made in such a manner as to ensure a continuous bond between the courses and obtain the required density. All joints shall have the same texture as other sections of the course and meet the requirements for smoothness and grade.

The roller shall not pass over the unprotected end of the freshly laid HMA except when necessary to form a transverse joint. When necessary to form a transverse joint, it shall be made by means of placing a bulkhead or by tapering the course. The tapered edge shall be cut back to its full depth and width on a straight line to expose a vertical face prior to placing the adjacent lane. In both methods all contact surfaces shall be coated with an asphalt tack coat before placing any fresh HMA against the joint.

Longitudinal joints which have been left exposed for more than four (4) hours; the surface temperature has cooled to less than 175°F (80°C); or are irregular, damaged, uncompacted or otherwise defective shall be cut back 3 inches (75 mm) to 6 inches (150 mm) to expose a clean, sound, uniform vertical surface for the full depth of the course. All cutback material shall be removed from the project. Asphalt tack coat or other product approved by the Engineer shall be applied to the clean, dry joint, prior to placing any additional fresh HMA against the joint. Any laitance produced from cutting joints shall be removed by vacuuming and washing. The cost of this work shall be considered incidental to the cost of the HMA.

Longitudinal joints in the top layer must match lane lines. Alternate the longitudinal joint offsets in the lower layers at least 1.0 foot from each side of the lane line. Other longitudinal joint placement patterns are allowed, if authorized.

A vertical longitudinal joint of more than 0.15 foot is not allowed at any time between adjacent lanes open to traffic.

For an HMA thickness of 0.15 foot or less, the distance between the ends of the adjacent surfaced

lanes at the end of each day's work must not be greater than can be completed in the following day of normal paving.

For an HMA thickness greater than 0.15 foot, you must place HMA on adjacent traveled way lanes or shoulder such that at the end of each work shift the distance between the ends of HMA layers on adjacent lanes is from 5 to 10 feet. Place additional HMA along the transverse edge at each lane's end and along the exposed longitudinal edges between adjacent lanes. Hand rake and compact the additional HMA to form temporary conforms. You may place kraft paper or other authorized release agent under the conform tapers to facilitate the taper removal when paving activities resume.

If placing HMA against the edge of existing pavement, saw cut or grind the pavement straight and vertical along the joint and remove extraneous material.

Paving operations shall be scheduled so no transverse joints are made except for unscheduled breakdowns. Transverse joints in one course shall be offset by at least ten (10) feet from transverse joints in the previous course.

Perform compaction testing on the completed longitudinal joint as follows:

1. Perform density tests using a calibrated nuclear gauge at a rate of 1 test for every 750-foot section along the longitudinal joint. Select random locations for testing within each 750-foot section.
2. Perform density tests at the centerline of the joint, after the adjacent lane is placed and before opening the pavement to traffic.
3. Determine theoretical maximum density (CT 309).
4. Determine percent relative compaction of the longitudinal joint as the ratio of the daily average density obtained from the nuclear gauge to the theoretical maximum density test results (CT 309) from that days production.

Other Road Connections:

If a driveway or a road connection is shown, place additional HMA along the pavement's edge to conform to road connections and driveways. Hand rake, if necessary, and compact the additional HMA to form a smooth conform taper.

HMA Material Acceptance Sampling and Testing:

Unless otherwise specified, all acceptance sampling and testing necessary to determine conformance with the requirements specified in this section will be performed by the Engineer at no cost to the Contractor except that coring, as required in this section, shall be completed and paid for by the Contractor. Refer to Appendix A, Table 1, *Eastside Lane Rehabilitation Project, Schedule of Minimum Sampling and Testing for Acceptance Testing*.

A standard **Lot** shall be equal to one day's production or 2,000 tons whichever is smaller. Measurement in tons shall be the U.S. ton (short ton) which is equal to 2000 lbs. Where more than one plant is simultaneously producing HMA for the job, the lot sizes shall apply separately for each plant. Each Lot shall be divided into **four (4) Sublots** of approximately equal size.

A. Hot Mix Asphalt

Plant-produced HMA will be tested for asphalt content (CT 382) and theoretical maximum density (CT 309) on a lot basis. Sampling shall be from a random location from the windrow or loose mat behind paver per CT 125. Frequencies of testing shall be per Appendix A, Table 1, *Eastside Lane Rehabilitation Project, Schedule of Minimum Sampling and Testing for Acceptance*.

Coldfeed will be sampled per lot from the batch plant during HMA production for sieve analysis. If

RAP is part of the JMF, RAP will be collected concurrently with the coldfeed at the batch plant for sieve analysis and the gradation shall be combined. Coordinate sampling with the batch plant to obtain coldfeed / RAP samples that correspond to field sampled HMA tonnage. Frequencies of testing shall be per Appendix A, Table 1, *Eastside Lane Rehabilitation Project, Schedule of Minimum Sampling and Testing for Acceptance*.

B. In-Place HMA

HMA placed in the field shall be tested for in-place density (relative compaction) on a Sublot / Lot basis. HMA shall be tested for Longitudinal joint density on a Lot basis. Testing locations for in-place density shall be on a random basis with frequencies per Appendix A, Table 1, *Eastside Lane Rehabilitation Project, Schedule of Minimum Sampling and Testing for Acceptance*. Reporting of results for in-place density shall include all test results obtained in the field. Each test result obtained shall identify the corresponding Sublot and Lot. An average in-place density shall be provided for each Sublot. Additionally, an average Lot in-place density shall be provided by averaging each Sublot average.

In-place Density:

Relative compaction shall be calculated from the peak density obtained from the nuclear gauge during compaction divided by the Theoretical Maximum Density obtained from that days production (CT 309). **Relative compaction shall be 91 to 96 percent of the Lot theoretical maximum density.**

If relative compaction results obtained with the nuclear density gauge do not meet **91 to 96 percent relative compaction based on average compaction per lot**, asphalt concrete cores shall be obtained at the contractor's expense to determine in-place bulk density. Three cores shall be obtained per 500 tons of asphalt placed. If the percent of theoretical maximum density using the cores does not comply with average relative compaction specifications per Lot, the Engineer may accept the HMA and take a payment deduction as shown in the following table:

Reduced Payment Factors for Percent of Maximum Theoretical Density

HMA percent of maximum theoretical density	Reduced payment factor	HMA percent of maximum theoretical density	Reduced payment factor
91.0	0.0000	97.0	0.0000
90.9	0.0125	97.1	0.0125
90.8	0.0250	97.2	0.0250
90.7	0.0375	97.3	0.0375
90.6	0.0500	97.4	0.0500
90.5	0.0625	97.5	0.0625
90.4	0.0750	97.6	0.0750
90.3	0.0875	97.7	0.0875
90.2	0.1000	97.8	0.1000
90.1	0.1125	97.9	0.1125
90.0	0.1250	98.0	0.1250
89.9	0.1375	98.1	0.1375
89.8	0.1500	98.2	0.1500
89.7	0.1625	98.3	0.1625
89.6	0.1750	98.4	0.1750
89.5	0.1875	98.5	0.1875
89.4	0.2000	98.6	0.2000
89.3	0.2125	98.7	0.2125
89.2	0.2250	98.8	0.2250
89.1	0.2375	98.9	0.2375
89.0	0.2500	99.0	0.2500
<89.0	Remove and replace	>99.0	Remove and replace

COLD PLANING ASPHALT CONCRETE PAVEMENT

General

Section 39-3.04 includes specifications for cold planning asphalt concrete pavement.

Cold planning asphalt concrete pavement includes the removal of pavement markers, traffic stripes, and pavement markings within the area of cold planning.

Schedule cold planning activities such that the pavement is cold planed, the HMA is placed, and the area is opened to traffic during the same work shift.

Materials

HMA for temporary tapers must be of the same quality that is used for the HMA overlay or comply with the specifications for minor HMA in section 39-2.07.

Construction

General

Do not use a heating device to soften the pavement.

The cold planing machine must be:

1. Equipped with a cutter head width that matches the planing width unless a wider cutter head is authorized.
2. Equipped with automatic controls for the longitudinal grade and transverse slope of the cutter head and:
 - 2.1. If a ski device is used, it must be at least 30 feet long, rigid, and a 1-piece unit. The entire length must be used in activating the sensor.
 - 2.2. If referencing from existing pavement, the cold planing machine must be controlled by a self-contained grade reference system. The system must be used at or near the centerline of the roadway. On the adjacent pass with the cold planing machine, a joint-matching shoe may be used.
3. Equipped to effectively control dust generated by the planing operation

4. Operated such that no fumes or smoke is produced.

Replace broken, missing, or worn machine teeth.

If you do not complete placing the HMA surfacing before opening the area to traffic, you must:

1. Construct a temporary HMA taper to the level of the existing pavement.
2. Place HMA during the next work shift.
3. Submit a corrective action plan that shows you will complete cold planing and placement of HMA in the same work shift. Do not restart cold planing activities until the corrective action plan is authorized.

Grade Control and Surface Smoothness

Install and maintain grade and transverse slope references. You may adjust the planed depth up to ± 0.03 foot from the depth shown to achieve uniform pavement profile, cross slope, and surface smoothness. The average cold planed depth must be equal to or greater than the depth shown. The final cut must result in a neat and uniform surface.

The completed surface of the planed pavement must not vary more than 0.02 foot when measured with a 12-foot straightedge parallel with the centerline. With the straightedge at right angles to the centerline, the transverse slope of the planed surface must not vary more than 0.03 foot.

If you encounter delaminations during planing operations notify the Engineer immediately. If authorized, adjust the planed depth up to ± 0.05 foot to eliminate delaminations. Authorized work beyond the ± 0.05 foot range or other authorized mitigation work is change order work.

Where lanes are open to traffic, the drop-off of between adjacent lanes must not be more than 0.15 foot.

Planed Material

Remove cold planed material concurrently with planing activities such that the removal does not lag more than 50 feet behind the planer.

Temporary HMA Tapers

If a drop-off between the existing pavement and the planed area at transverse joints cannot be avoided before opening to traffic, construct a temporary HMA taper.

Completely remove temporary tapers before placing permanent surfacing.

Payment:

Payment for TACK COAT is included in the payment for HOT MIX ASPHALT.

The Department does not adjust the unit price for an increase or decrease in the tack coat quantity.

The payment quantity for HOT MIX ASPHALT is measured based on the combined mixture weight. Payment will be made only for HMA material actually used. If recorded batch weights are printed automatically, the bid item for HMA is measured by using the printed batch weights, provided:

1. Total aggregate and supplemental fine aggregate weight per batch is printed. If supplemental fine aggregate is weighed cumulatively with the aggregate, the total aggregate batch weight must include the supplemental fine aggregate weight.
2. Total virgin asphalt binder weight per batch is printed.
3. Each truckload's zero tolerance weight is printed before weighing the first batch and after weighing the last batch.
4. Time, date, mix number, load number and truck identification is correlated with a load slip.
5. Copy of the recorded batch weights is certified by a licensed weigh master and submitted.

The payment quantity for HOT MIX ASPHALT is measured based on the combined mixture weight (TONS) of material actually used based on batch weights or truck scale weights with a licensed Weighmaster's Certificate. Time, date, mix number, load number, and truck identification must be provided on each load ticket.

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

Full compensation for the Quality Control is included in the contract prices paid per ton for HMA as designated in the bid schedule and no additional compensation will be allowed therefor.

Full compensation for the performing and submitting mix designs and for Contractor sampling, testing, inspection, testing facilities, and preparation and submittal of results is included in the contract price paid per ton for HMA as designated in the Bid Schedule and no additional compensation shall be allowed therefor.

Full compensation for reclaimed asphalt pavement, if applicable, is included in the contact price paid per ton for HMA as designated in the Bid Schedule and not compensation shall be allowed therefor.

The payment quantity for GEOGRID INTERLAYER shall be per SQUARE YARD (SY) and shall include full compensation for furnishing all labor, materials, tools, equipment, as shown on the plans and as specified in the CT Specifications and these Technical Specifications, and as directed by the Engineer

The payment quantity for COLD PLANING shall be per SQUARE YARD (SY) and shall include full compensation for furnishing all labor, materials, tools, equipment, as shown on the plans and as specified in the CT Specifications and these Technical Specifications, and as directed by the Engineer

56. STREET SIGNS

Remove the existing street signs shown on the plans and reconstruct the foundation and post per the detail shown on the plans. Replace the existing road sign on the new post.

Payment:

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

84. MARKINGS

General:

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

Submittals:

Submit manufacturers cut sheet for Paint Materials.

Materials:

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

Glass Beads shall be per CT Specifications Section 84.

Construction:

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

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

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

Apply Glass Beads to paint per CT Specifications Section 84.

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

Payment:

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

Payment quantity of DOUBLE 4" CENTERLINE (Paint) is the length in LINEAR FEET (LF) measured along the line of the traffic stripe.

Payment quantity of DASHED 4" CENTERLINE (Paint) is the length in LINEAR FEET (LF) measured along the line of the traffic stripe without deductions for gaps in the broken traffic stripe.

Payment quantity of 6" BIKE LANE STRIPE (Paint) is the length in LINEAR FEET (LF) measured along the line of the traffic stripe.

Payment quantity of 4" PARKING STALL (Paint) is the length in LINEAR FEET (LF) measured along the line of the traffic stripe.

The unit price bid for ADA PARKING SPACE STENCIL (Paint) will be paid per EACH item completed.

The unit price bid for STOP BAR (Paint) will be paid per EACH item completed.

The unit price bid for LETTER STENCIL (Paint) ("STOP", "AHEAD", "NO PARKING", "BIKE LANE") will be paid per EACH item completed.

Payment quantity of CROSSWALK (Paint) is the length of the crosswalk in LINEAR FEET (LF) measured along the path of the crosswalk.

QUALITY ASSURANCE PROGRAM (QAP)

AGENCY: County of Mono

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

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

The following terms and definitions will be used:

DEFINITION OF TERMS

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

MATERIALS LABORATORY

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

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

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

Institute of Standards and Technology. A decal shall be firmly affixed to each piece of equipment showing the date of the last calibration. All testing equipment calibration decals shall be checked as part of the IAP.

ACCEPTANCE TESTING (AT)

AT will be performed by a materials laboratory certified to perform the required tests. The tests results will be used to ensure that all materials incorporated into the project are in compliance with the contract specifications.

Testing methods will be in accordance with the CT Methods or a national recognized standard (i.e., AASHTO, ASTM, etc.) as specified in the contract specifications.

Sample locations and frequencies may be in accordance with the contract specifications. If not so specified in the contract specifications, samples shall be taken at the locations and frequencies as shown in Appendix D, "Acceptance Sampling and Testing Frequencies" of the CT-QAP Manual).

At the County's digression, products may be accepted beyond the annual certification requirement, where Material Mix Designs have been used with continuous positive results and where there has been and will continue to be a consistent use of the same materials.

INDEPENDENT ASSURANCE PROGRAM (IAP)

IAP shall be provided by personnel from Caltrans, the Agency's certified materials laboratory, or consultant's certified materials laboratory. IAP will be used to verify that sampling and testing procedures are being performed properly and that all testing equipment is in good condition and properly calibrated.

IAP personnel shall be certified in all required testing procedures, as part of IAP, and shall not be involved in any aspect of AT.

IAP shall be performed on every type of materials test required for the project. Proficiency tests shall be performed on Sieve Analysis, Sand Equivalent, and Cleanness Value tests. All other types of IAP shall be witness tests.

Poor correlation between acceptance tester's results and other test results may indicate probable deficiencies with the acceptance sampling and testing procedures. In cases of unresolved discrepancies, a complete review of AT shall be performed by IAP personnel, or an independent materials laboratory chosen by the Agency. IAP samples and tests are not to be used for determining compliance with contract requirements. Compliance with contract requirements is determined only by AT.

REPORTING ACCEPTANCE TESTING RESULTS

The following are time periods for reporting material test results to the Resident Engineer:

- When the aggregate is sampled at material plants, test results for Sieve Analysis, Sand Equivalent and Cleanness Value should be submitted to the Resident Engineer within 24 hours after sampling.
- When materials are sampled at the job site, test results for compaction and maximum density should be submitted to the Resident Engineer within 24 hours after sampling.
- When soils and aggregates are sampled at the job site:
 - 1) Test results for Sieve Analysis, Sand Equivalent and Cleanness Value should be submitted to the Resident Engineer within 72 hours after sampling.
 - 2) Test results for "R" Value and asphalt concrete extraction should be submitted to the Resident Engineer within 96 hours after sampling.

When sampling products such as Portland Cement Concrete (PCC), cement-treated base (CTB), hot mix asphalt (HMA), and other such materials; the time of such sampling shall be varied with respect to the time of the day insofar as possible, in order to avoid a predictable sampling routine. The reporting of AT results, if not performed by the Resident Engineer's staff, shall be done on an expedited basis such as by fax or telephone.

TESTING OF MANUFACTURED MATERIALS

During the Design phase of the project, the Project Engineer may submit a "Source Inspection Request" to the Agency, consultant, or Caltrans for inspection and testing of manufactured and prefabricated materials by their materials laboratory. A list of materials that can be typically accepted on the basis of certificates of compliance during construction is found in Appendix F of the CT-QAP Manual. All certificates of compliance shall conform to the requirements of the contract specifications.

Should the Agency request Caltrans to conduct the source inspection, and the request is accepted, all sampling, testing, and acceptance of manufactured and prefabricated materials will be performed by Caltrans' Office of Materials Engineering and Testing Services.

For Federal-aid projects on the National Highway System (NHS), Caltrans will assist in certifying the materials laboratory, and the acceptance samplers and testers. For Federal-aid projects off the NHS, Caltrans may be able to assist in certifying the materials laboratory, and the acceptance samplers and testers,

PROJECT CERTIFICATION

Upon completion of a Federal-aid project, a "Materials Certificate" shall be completed by the Resident Engineer, The Agency shall include a "Materials Certificate" in the Report of Expenditures submitted to the Caltrans District Director, Attention: District Local Assistance Engineer. A copy of the "Materials Certificate" shall also be included in the Agency's construction records. The Resident Engineer in charge of the construction function for the Agency shall sign the certificate. All materials incorporated into the work which did not conform to specifications must be explained and justified on the "Materials Certification", including changes by virtue of contract change orders.

RECORDS

All material records of samples and tests, material releases and certificates of compliance for the construction project shall be incorporated into the Resident Engineer's project file. If a Federal-aid project:

- The files shall be organized as described in Section 16.8 "Project Files" of the Local Assistance Procedures Manual
- It is recommended that the complete project file be available at a single location for inspection by Caltrans and Federal Highway Administration (FHWA) personnel
- The project files shall be available-for at Least three years following the date of final project voucher.
- The use of a "Log Summary," as shown in Appendix H of the CT-QAP Manual facilitates reviews of material sampling and testing by Caltrans and FEWA, and assists the Resident Engineer in tracking the frequency of testing.

When two or more projects are being furnished identical materials simultaneously from the same plant, it is not necessary to take separate samples or perform separate tests for each project; however, copies of the test reports are to be provided for each of the projects to complete the records.



APPROVED BY:

(Signature)

Garrett Higerd

Date: July 17, 2014

(Date Signed)

NAME:

Garrett Higerd
(Print)

C70926

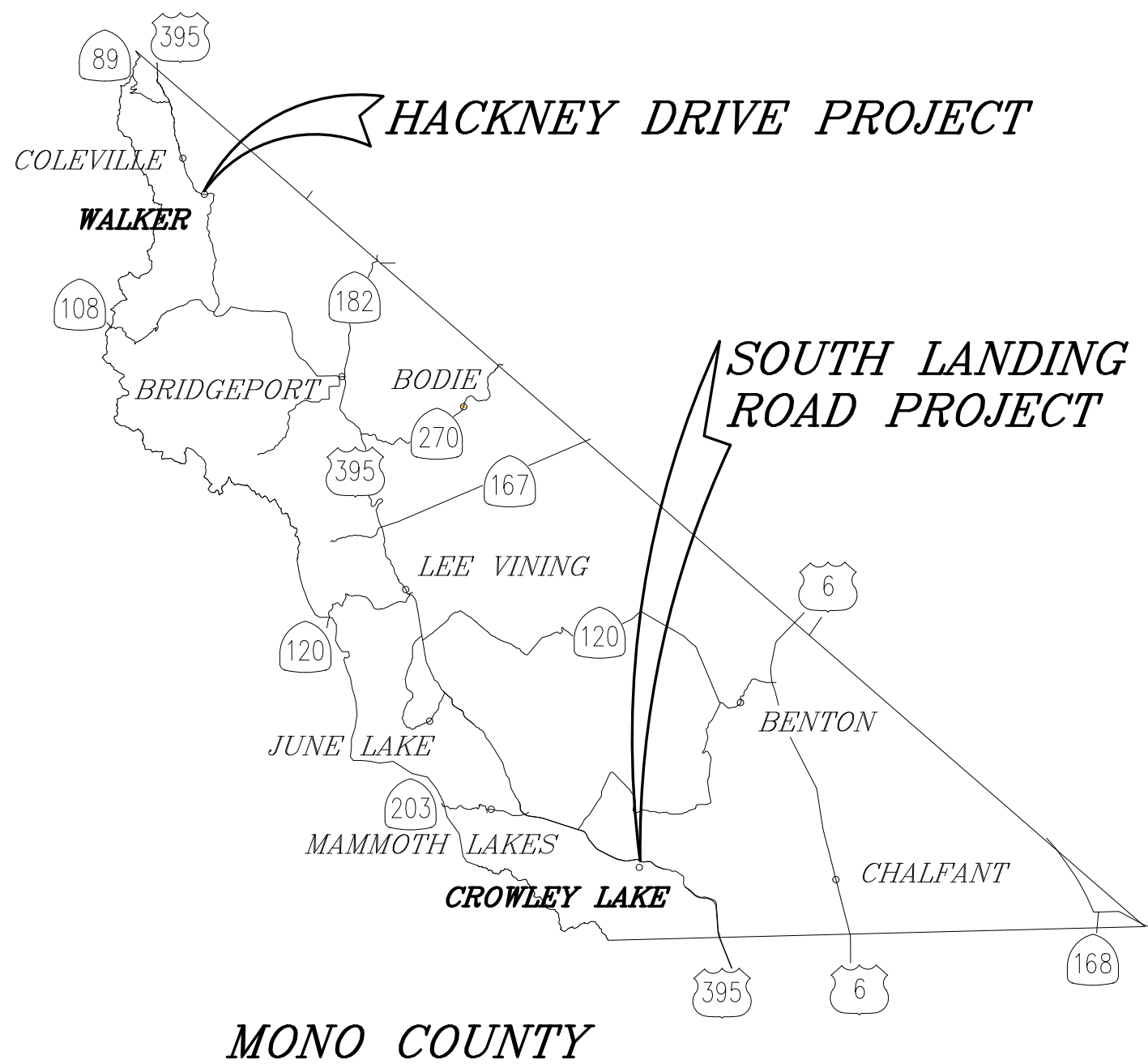
Exp Jun 30, 2017

(CE# and Expiration Date)

TITLE Assistant Public Works Director
(Print)

MONO COUNTY PUBLIC WORKS DEPARTMENT

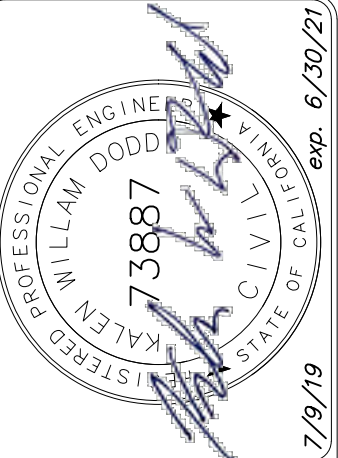
HACKNEY DRIVE AND SOUTH LANDING ROAD PROJECTS



Know what's below.
Call before you dig.

SHEET INDEX

- 1 TITLE SHEET
- 2 KEY MAPS AND NOTES
- 3 SELECTED CALTRANS STANDARD PLANS
- 4 CONSTRUCTION DETAILS
- 5 HACKNEY DRIVE - STA 0+00 TO 3+14
- 6 HACKNEY DRIVE - STA 3+14 TO 6+32
- 7 HACKNEY DRIVE - STA 6+32 TO 7+64
- 8 SHOP ROAD - STA 0+00 TO 3+45
- 9 MULE DEER ROAD - STA 0+00 TO 2+90
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- 11 BID ALTERNATE "B" WALKER SENIOR CENTER PARKING LOT
- 12 SOUTH LANDING ROAD - 0+00 TO 5+00
- 13 SOUTH LANDING ROAD - 5+00 TO 10+00
- 14 SOUTH LANDING ROAD - 10+00 TO 15+00
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- 17 SOUTH LANDING ROAD - 25+30 TO 30+50
- 18 SOUTH LANDING ROAD - 30+50 TO 35+70
- 19 SOUTH LANDING ROAD - 35+70 TO 41+00
- 20 SOUTH LANDING ROAD - 41+00 TO 46+60
- 21 BID ALTERNATE "C" SOUTH LANDING ROAD - 52+00 TO 55+50
- 22 BID ALTERNATE "C" SOUTH LANDING ROAD - 55+50 TO 60+06



MONO COUNTY PUBLIC WORKS DEPARTMENT
74 N. SCHOOL ST., P.O. BOX 457, BRIDGEPORT, CA. 93517 PH: (760) 932-5440
HACKNEY DRIVE AND SOUTH LANDING ROAD PROJECTS

GENERAL GRADING AND SITEWORK SPECIFICATIONS

GENERAL:

- ALL WORK SHALL CONFORM TO THESE PLANS, PROJECT SPECIFICATIONS, MONO COUNTY ORDINANCES AND STANDARDS, AND "A POLICY ON GEOMETRIC DESIGN OF HIGHWAYS AND STREETS" (2018 GREEN BOOK) ISSUED BY THE AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO). RELEVANT PLAN DETAILS AND SPECIFICATIONS ARE ADOPTED FROM CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) STANDARD SPECIFICATIONS AND STANDARD PLANS (2018 EDITION). IN THE EVENT OF A CONFLICT BETWEEN THE PRECEDING DOCUMENTS, THE CONTRACTOR SHALL INFORM THE RESIDENT ENGINEER IMMEDIATELY. THE MONO COUNTY ENGINEERING DEPARTMENT WILL DECIDE WHICH DOCUMENT APPLIES TO THE CONFLICT.
- CONTRACTOR SHALL CONDUCT ALL GRADING OPERATIONS IN CONFORMANCE WITH THE CONSTRUCTION SAFETY ORDERS OF THE STATE OF CALIFORNIA, DEPARTMENT OF INDUSTRIAL RELATIONS, DIVISION OF INDUSTRIAL SAFETY. CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS OF GENERAL OSHA STANDARDS FOR THE PROTECTION OF WORKMEN AND THE GENERAL PUBLIC.
- CONTRACTOR SHALL CALL USA ALERT AT (800) 642-2444 AT LEAST 48 HOURS PRIOR TO STARTING WORK. UTILITIES SHOWN ON THESE PLANS ARE LOCATED BASED ON AVAILABLE RECORDS AND FIELD MEASUREMENTS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE EXACT LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
- ANY EVIDENCE OF THE HISTORICAL PRESENCE OF MAN FOUND DURING CONSTRUCTION SHALL BE BROUGHT TO THE ATTENTION OF THE MONO COUNTY PLANNING DEPARTMENT AND ALL CONSTRUCTION ACTIVITIES SHALL CEASE UNTIL AUTHORIZED BY THAT DEPARTMENT.
- A PRE-CONSTRUCTION MEETING AT THE PROJECT SITE IS REQUIRED PRIOR TO COMMENCING ANY SITE ACTIVITIES. MONO COUNTY PUBLIC WORKS DEPARTMENT WILL COORDINATE THIS MEETING WITH THE CONTRACTOR AND OTHER RELEVANT AGENCIES.
- CONSTRUCTION ACTIVITIES SHALL BE LIMITED TO THE HOURS OF 7:00 AM TO 7:00 PM MONDAY THROUGH SATURDAY (NO OPERATIONS ALLOWED ON SUNDAY). CONTRACTOR SHALL KEEP NOISE LEVELS OF CONSTRUCTION EQUIPMENT TO A MINIMUM, USING SOUND MUFFLING DEVICES IN ACCORDANCE WITH PREVAILING REQUIREMENTS. SITE PREPARATION AND CONSTRUCTION SHALL BE CONDUCTED SO AS TO MINIMIZE EXCESSIVE NOISE, DUST, DEBRIS AND DISTURBANCE TO NEIGHBORS WITHIN 500 FEET.
- THE LIMITS OF CONSTRUCTION SPECIFIED ON THESE PLANS SHALL BE CAREFULLY AND FULLY FLAGGED PRIOR TO START OF CONSTRUCTION IN A MANNER TO PREVENT DAMAGE TO VEGETATION AND DISTURBANCE TO SOILS OUTSIDE THE CONSTRUCTION AREA. SITE-DISTURBING ACTIVITIES SHALL BE RESTRICTED TO THE IDENTIFIED BOUNDARIES OF THE PROJECT.
- RESTRICTIONS ON THE MOVEMENTS OF HEAVY EQUIPMENT SHALL BE ACCOMPLISHED THROUGH THE ESTABLISHMENT OF DESIGNATED TRAVEL ROUTES AND BARRIERS WHICH PREVENT CUTTING, SCARRING AND ROOT DAMAGE TO TREES AND SHRUBS NOT BEING REMOVED.
- CONTRACTOR SHALL BE RESPONSIBLE FOR, AND WILL BEAR THE COST OF, RESETTING ANY SURVEY STAKES OR MONUMENTS DESTROYED BY HIS OPERATIONS.

GRADING:

- AREAS TO BE GRADED SHALL BE CLEARED OF BRUSH, VEGETATION, LARGE BOULDERS, AND OTHER DELETERIOUS MATERIALS. WASTE MATERIALS SHALL BE DISPOSED OF BY THE CONTRACTOR TO A LOCATION APPROVED AND PERMITTED TO RECEIVE SUCH MATERIAL.
- TOPSOIL REMOVED DURING CLEARING ACTIVITIES SHALL BE STOCKPILED WITHIN THE APPROVED LIMITS OF CONSTRUCTION FOR RE-APPLICATION TO SLOPES AND DISTURBED AREAS UPON PROJECT COMPLETION. STOCKPILE LOCATION SHALL BE IN ACCORDANCE WITH THE APPROVED STORM WATER POLLUTION PREVENTION PLAN (SWPPP).
- SURPLUS OR WASTE MATERIAL SHALL NOT BE PLACED IN DRAINAGE WAYS.
- CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO CONTROL DUST IN CONSTRUCTION AREAS AND ON SITE ACCESS ROADS. SUFFICIENT WATER SHALL BE MADE AVAILABLE FOR DUST CONTROL PURPOSES. ALL EXPOSED SOIL SURFACES WILL BE MOISTENED AS REQUIRED TO AVOID NUISANCE CONDITIONS AND INCONVENIENCES FOR LOCAL RESIDENTS, BUSINESSES, AND TRAVELERS OF NEARBY ROADWAYS.
- FINAL CUT AND FILL SLOPES SHALL NOT EXCEED A STEEPNESS OF 2:1 UNLESS OTHERWISE NOTED ON THESE PLANS.
- FINISHED GRADES IN ALL AREAS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THESE PLANS. NO AREAS SHALL BE LEFT SUCH THAT A PONDING CONDITION OCCURS, EXCEPT WHERE NOTED.




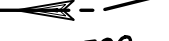


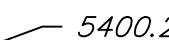

EROSION CONTROL:

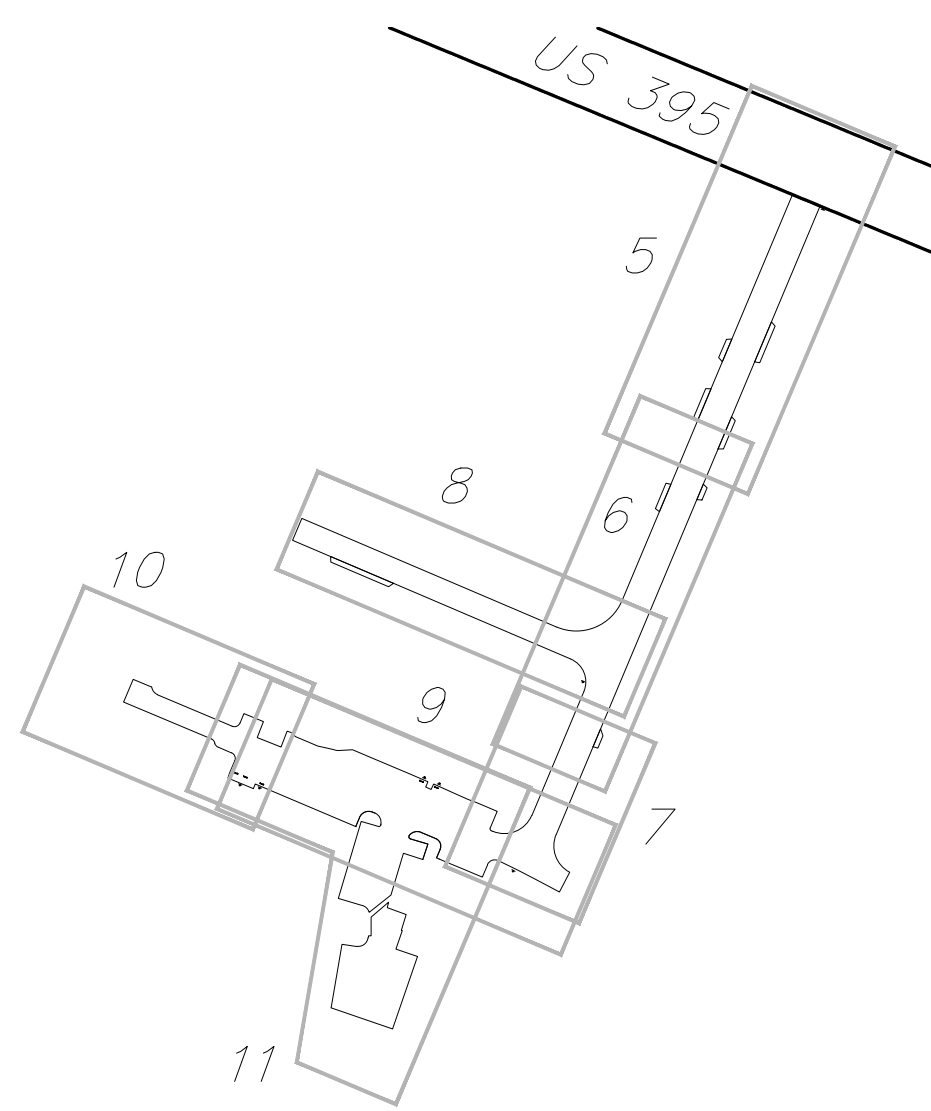
- CONSTRUCTION ACTIVITIES SHALL BE PERFORMED IN ACCORDANCE WITH THE APPROVED STORM WATER POLLUTION PREVENTION PLAN (SWPPP). STOCKPILED MATERIALS AND EQUIPMENT STORAGE AREAS SHALL BE LOCATED AS SPECIFIED IN THE APPROVED REPORT. TEMPORARY EROSION CONTROL FACILITIES SHALL BE IN PLACE PRIOR TO COMMENCING ANY GRADING OPERATIONS. UPON COMPLETION OF CONSTRUCTION, PERMANENT EROSION CONTROL FACILITIES SHALL BE PLACED AS DESIGNATED IN THE APPROVED REPORT. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN A COPY OF THE SWPPP ON-SITE AT ALL TIMES DURING CONSTRUCTION.
- DURING CONSTRUCTION, TEMPORARY EROSION CONTROL MEASURES SUCH AS BERMS, SILT FENCES, FIBER ROLLS, EROSION CONTROL BLANKETS, OR OTHER METHODS SHALL BE INSTALLED AS NECESSARY TO PREVENT DISCHARGE OF EARTHEN MATERIALS FROM THE SITE DURING PERIODS OF PRECIPITATION OR RUNOFF. SIMILAR MEASURES SHALL BE INSTALLED ON OR AROUND ANY SOIL STOCKPILE LOCATED ADJACENT TO PUBLIC ROADWAYS, RESIDENCES, OR BUSINESSES, IN THE VICINITY OF BODIES OF WATER, OR WHEN REMAINING ON-SITE FOR AN EXTENDED PERIOD.
- CONTRACTOR SHALL TAKE ALL SUCH MEASURES NECESSARY TO RETAIN SOIL AND SEDIMENT ON-SITE AND TO PREVENT TRACKING OF MUD AND DIRT ONTO PUBLIC ROADWAYS.
- ALL EXPOSED SOIL SURFACES TO REMAIN SHALL BE STABILIZED AND/OR RE-SEEDING IN ACCORDANCE WITH THE APPROVED EROSION AND SEDIMENT CONTROL PLAN OR STORM WATER POLLUTION PREVENTION PLAN (SWPPP) (IF REQUIRED).
- AT NO TIME SHALL THE CONTRACTOR DEWATER THE PROJECT SITE BY PUMPING INTO BODIES OF WATER, STORM DRAINS, OR A SUBDRAIN SYSTEM.

MATERIALS:

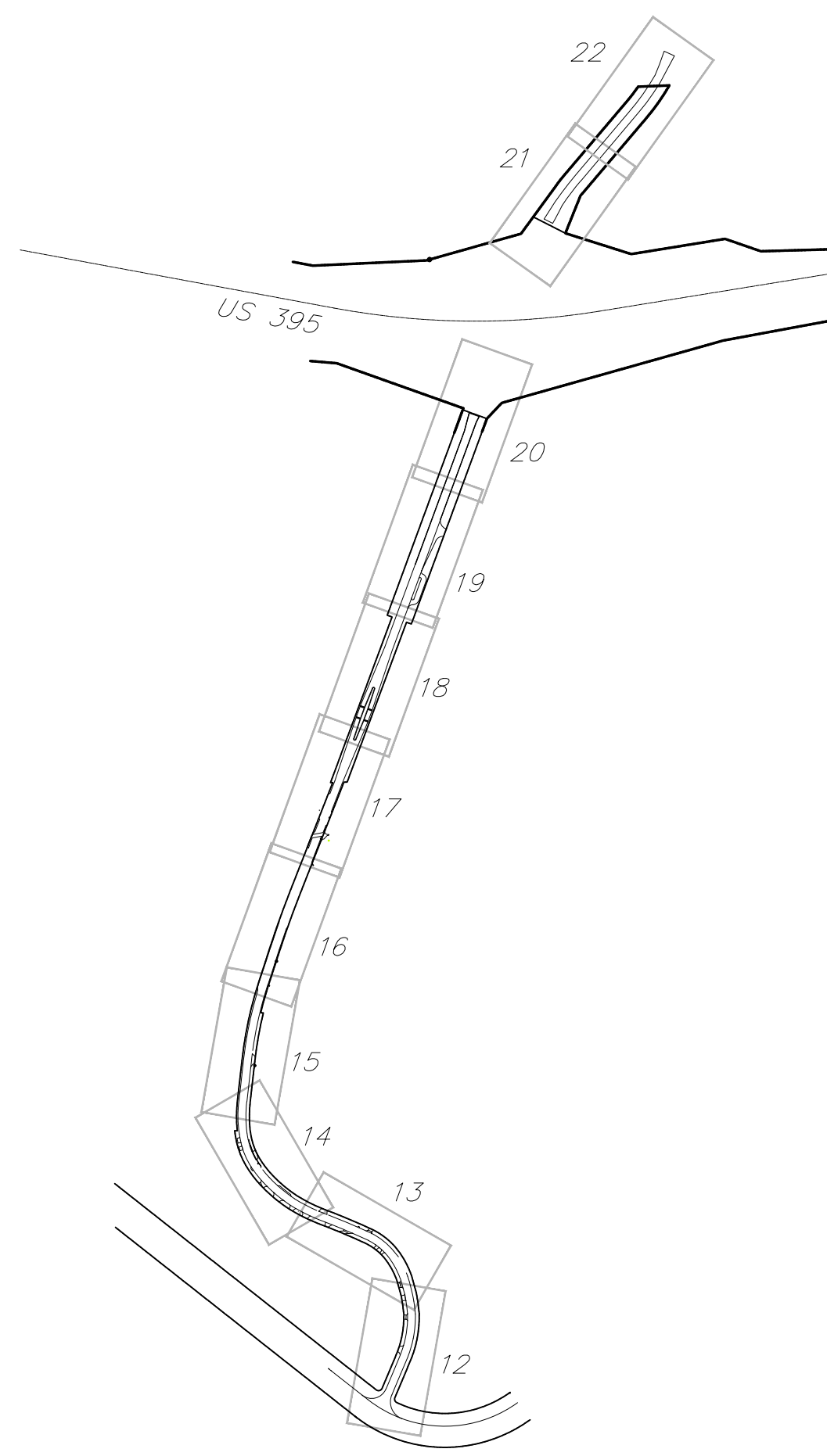
- COMPACTION TESTING SHALL BE PERFORMED BY THE GEOTECHNICAL ENGINEER AS REQUIRED IN THE PROJECT SPECIFICATIONS. ALL COMPACTION TESTS SHALL BE PERFORMED PURSUANT TO ASTM D-1557 (MOST RECENT EDITION). SHOULD ANY COMPACTION TEST FAIL TO MEET THE SPECIFIED MINIMUM DENSITY, THE DEFICIENCY SHALL BE CORRECTED AT THE EXPENSE OF THE CONTRACTOR PRIOR TO ANY ADDITIONAL WORK.
- BOTTOM SUBGRADE IN AREAS TO RECEIVE FILL SHALL BE SCARIFIED, MOISTURE-CONDITIONED, AND COMPACTED TO A MINIMUM OF 95% OF THE MATERIAL'S MAXIMUM DRY DENSITY FOR THE UPPER 6 INCHES.
- STRUCTURAL FILL MATERIAL SHALL BE PLACED IN MAXIMUM 8-INCH LIFTS AND COMPACTED TO A MINIMUM OF 95% OF THE MATERIAL'S MAXIMUM DRY DENSITY.
- AGGREGATE BASE SHALL BE CLASS 2, 0.75" MAXIMUM GRADING, AND CONFORM TO THE PROVISIONS OF SECTION 26 OF THE PROJECT SPECIFICATIONS. ASPHALT GRINDINGS, APPROVED BY THE COUNTY ENGINEER, MAY BE SUBSTITUTED FOR AGGREGATE BASE. AGGREGATE BASE AND ASPHALT GRINDINGS SHALL BE MOISTURE-CONDITIONED AND COMPACTED TO A MINIMUM OF 95% OF THE MATERIAL'S MAXIMUM DENSITY.
- ASPHALT CONCRETE PAVING SHALL BE GRADE PG 64-28 PM WITH 0.75" MAXIMUM GRADING, CONFORMING TO THE PROVISIONS OF SECTION 39, OF THE PROJECT SPECIFICATIONS. THE ASPHALT CONCRETE MIX DESIGN SHALL BE SUBMITTED BY THE CONTRACTOR AND APPROVED BY MONO COUNTY PRIOR TO THE START OF PAVING. PAVEMENT LIFTS SHALL NOT EXCEED 2.5-INCHES IN THICKNESS AND SHALL BE COMPACTED AS SPECIFIED IN SECTION 39 OF THE PROJECT SPECIFICATIONS.

LEGEND

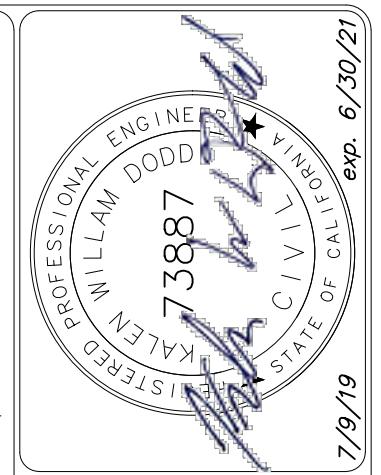
-  NEW HMA PAVING
-  APPROXIMATE EXTENTS OF CONFORM GRINDING
-  RECONSTRUCT SIGN POST PER DETAIL (8/4)
-  APPROXIMATE FLOWLINE AND DIRECTION
-  FINISHED GRADE CONTOUR AND ELEVATION
-  ROAD CENTERLINE
-  APPROXIMATE RIGHT OF WAY/PROPERTY LINE
-  FINISHED GRADE ELEVATION



HACKNEY DRIVE KEY MAP



SOUTH LANDING ROAD KEY MAP

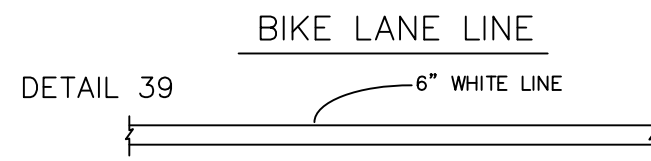


MONO COUNTY PUBLIC WORKS DEPARTMENT
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 HACKNEY DRIVE AND SOUTH LANDING ROAD PROJECTS

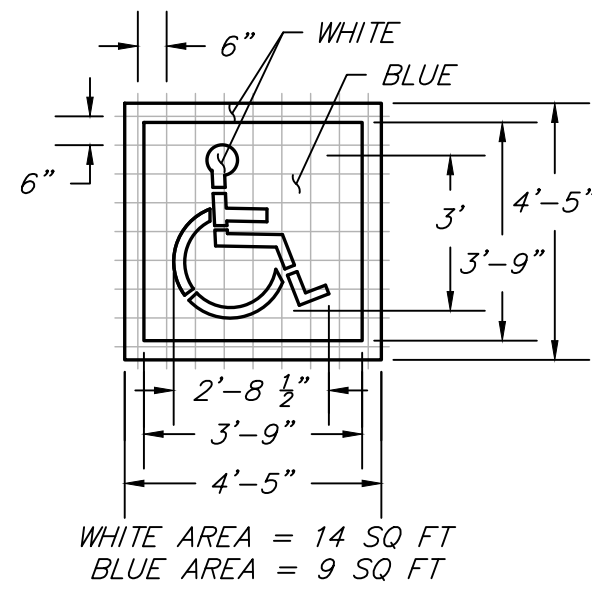
KEY MAPS AND NOTES

Checked: GRH
 Drawn: KWD
 Date: July 2019
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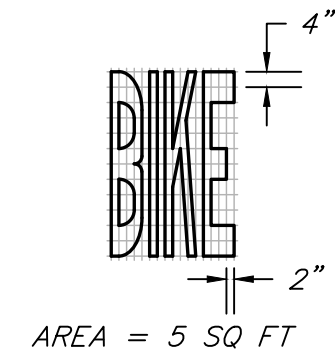
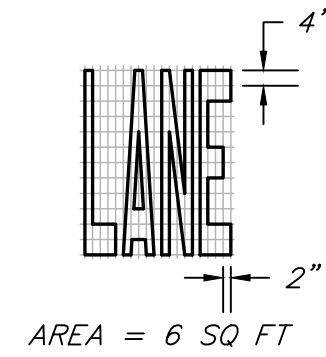
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CALTRANS STD PLAN A20D BIKE LANE STRIPE $\frac{11}{3}$

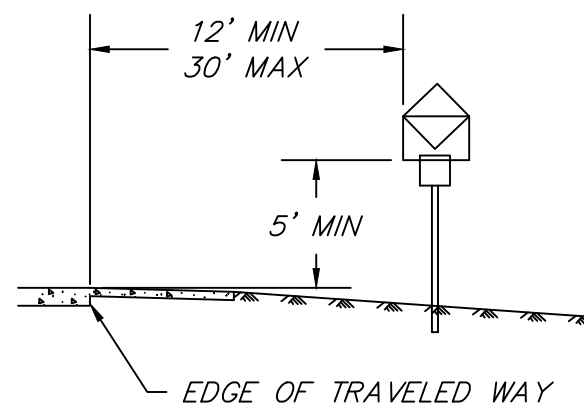


CALTRANS STD PLAN A24C ISA SYMBOL $\frac{8}{3}$

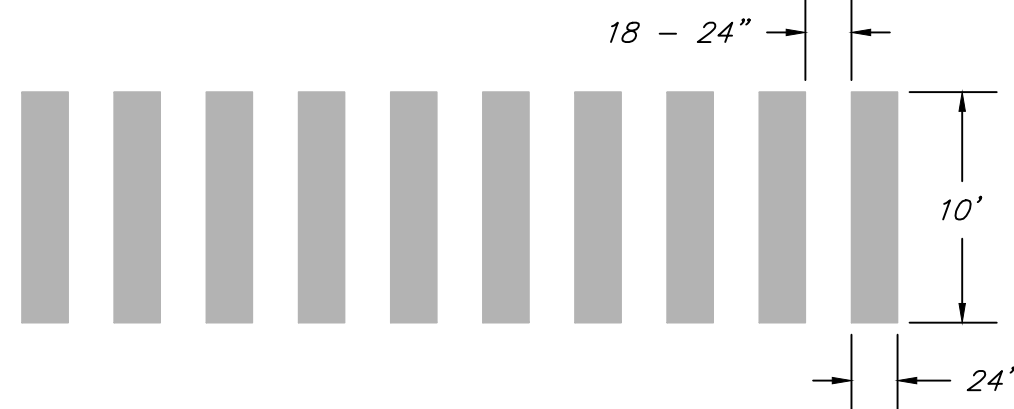


CALTRANS STD PLAN A24D BIKE LANE STENCIL $\frac{4}{3}$

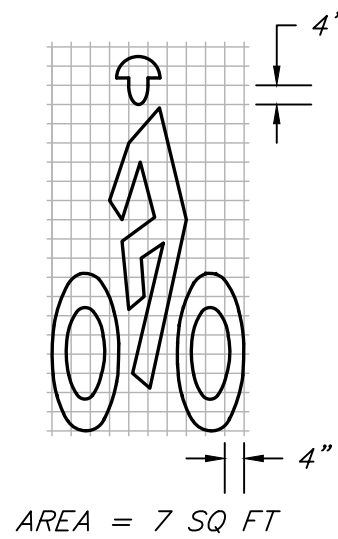
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CALTRANS STD PLAN RS1 ROADSIDE SIGN $\frac{10}{3}$



CALTRANS STD PLAN A24F CONTINENTAL CROSSWALK $\frac{7}{3}$

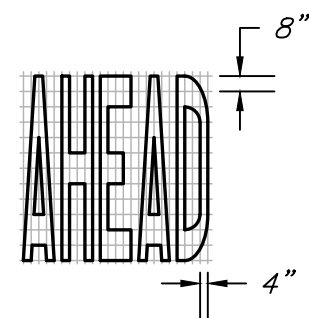


CALTRANS STD PLAN A24C BIKE LANE SYMBOL WITH PERSON $\frac{3}{3}$

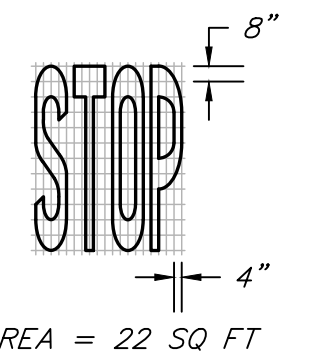
C



CALTRANS STD PLAN A24E NO PARKING STENCIL $\frac{9}{3}$

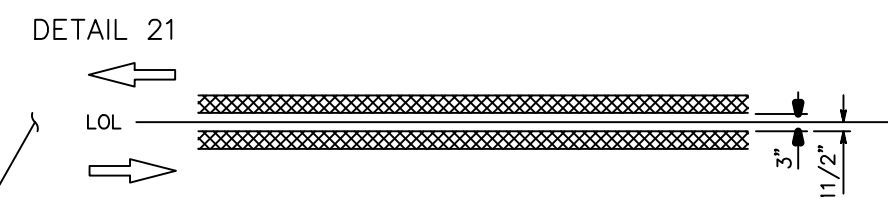


CALTRANS STD PLAN A24D AHEAD STENCIL $\frac{6}{3}$

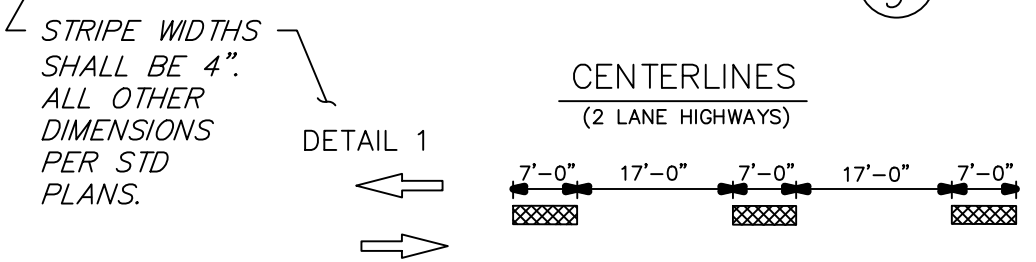


CALTRANS STD PLAN A24D STOP STENCIL $\frac{5}{3}$

NO PASSING ZONES-TWO DIRECTION



CALTRANS STD PLAN A20A DETAIL 21 $\frac{2}{3}$

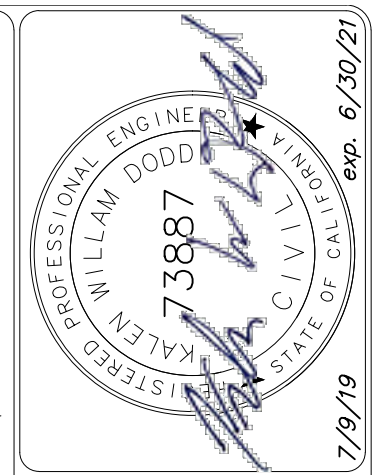


CALTRANS STD PLAN A20A DETAIL 1 $\frac{1}{3}$

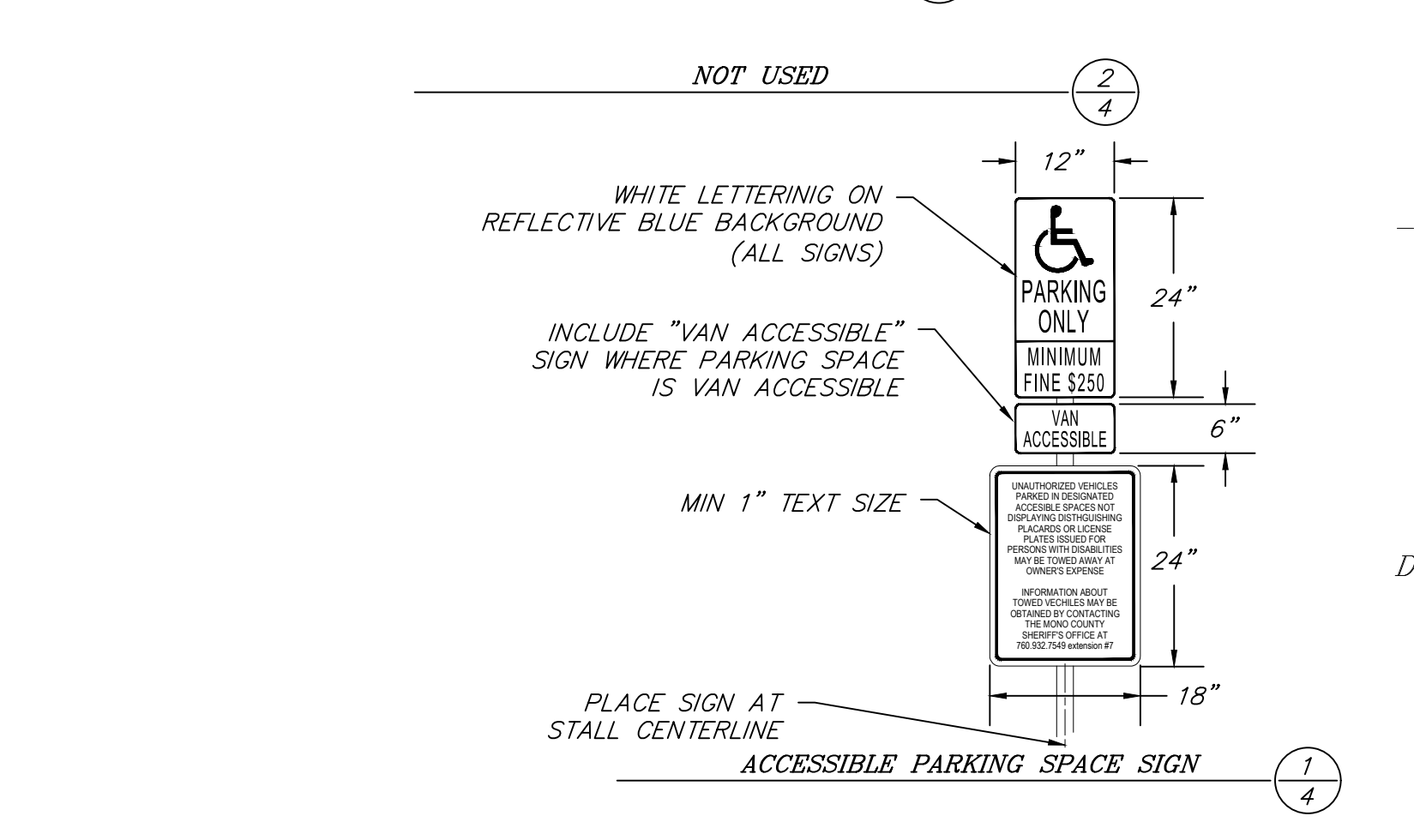
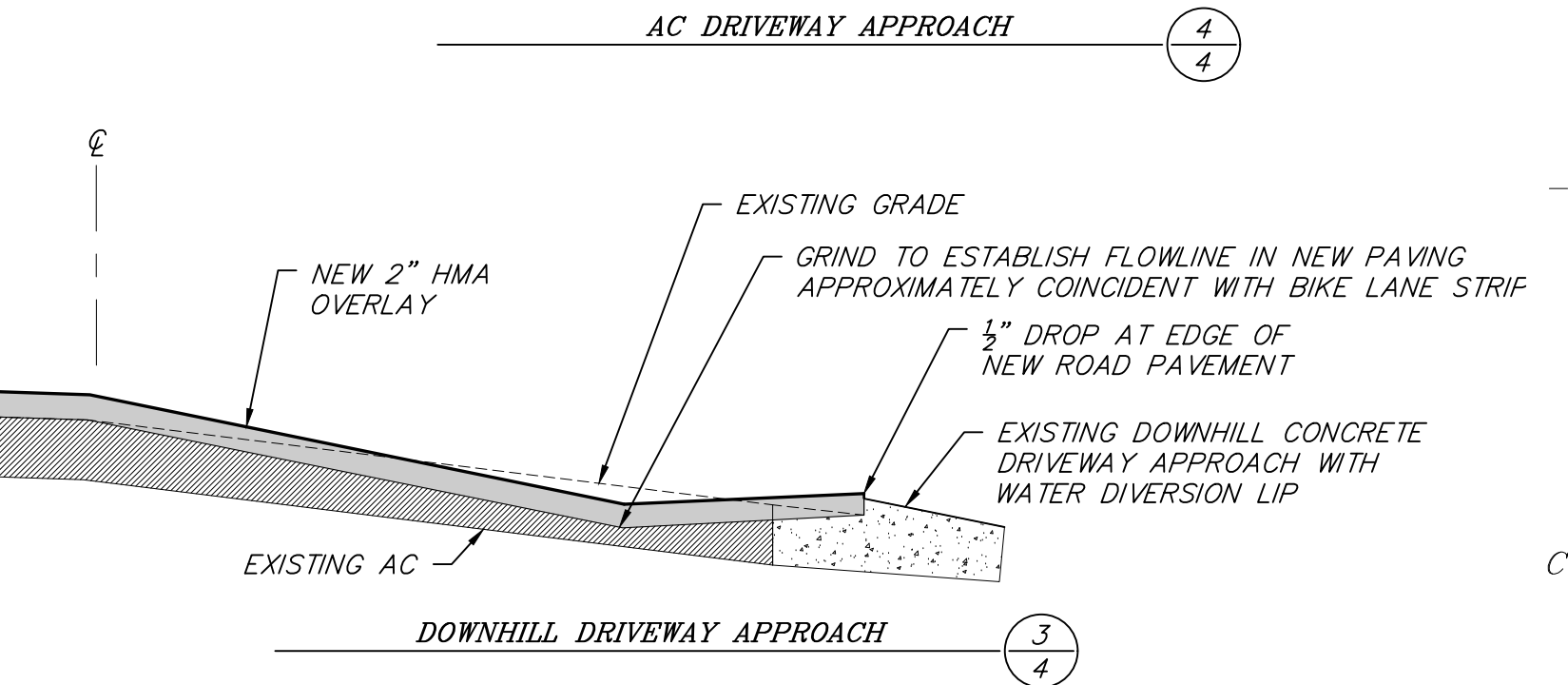
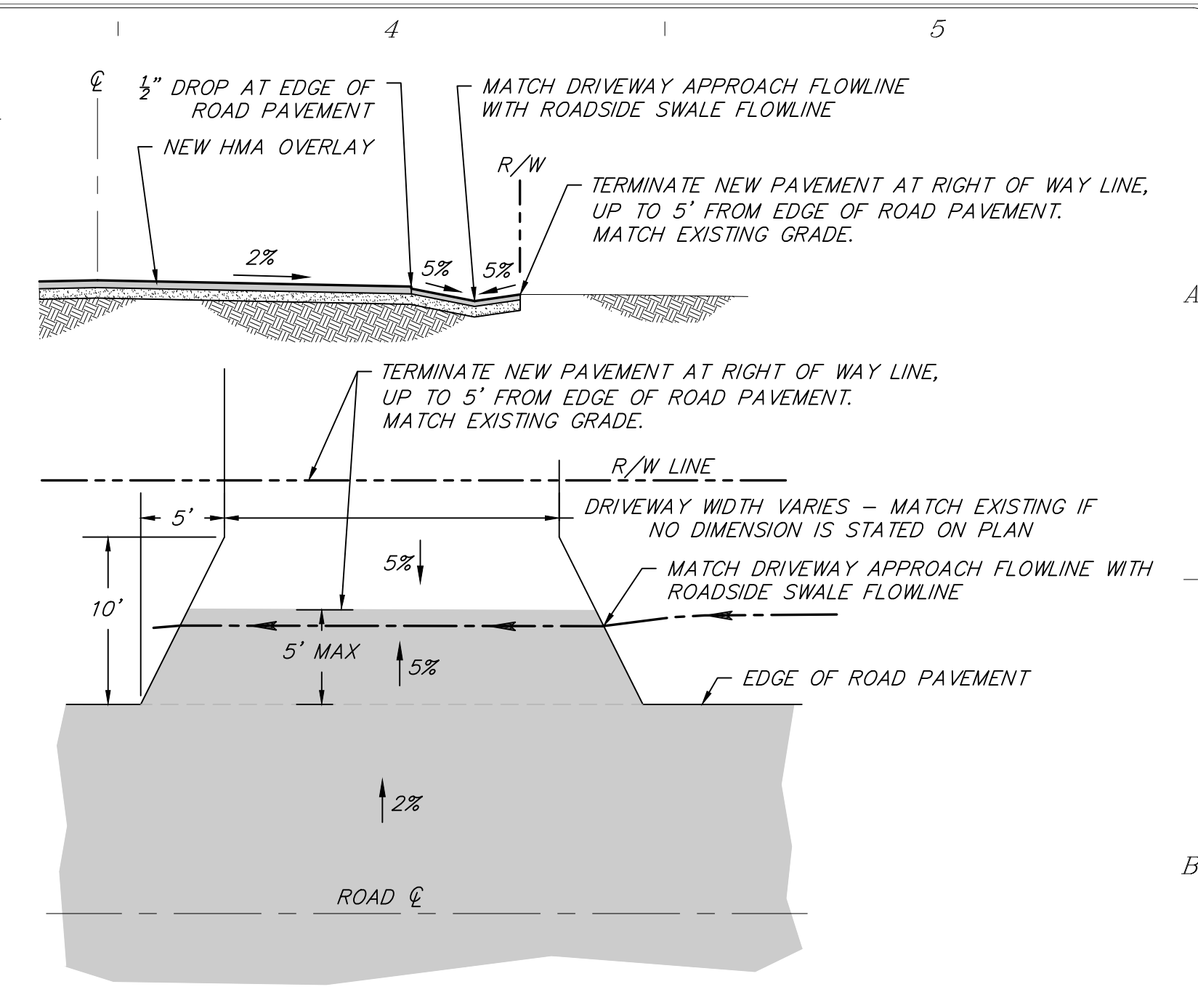
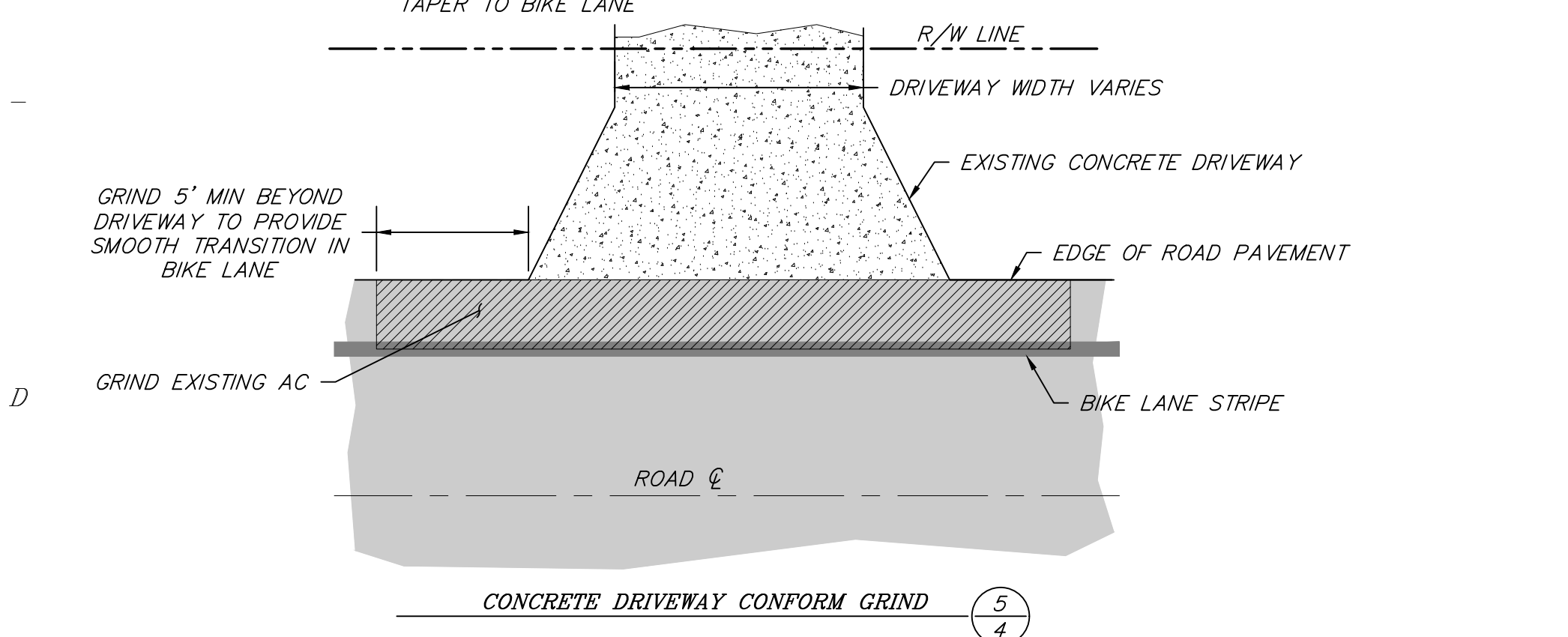
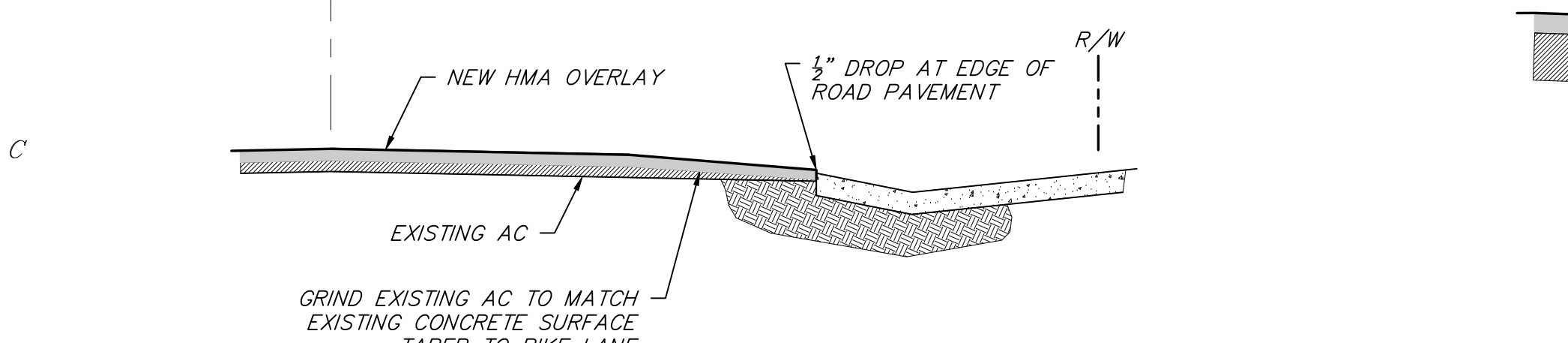
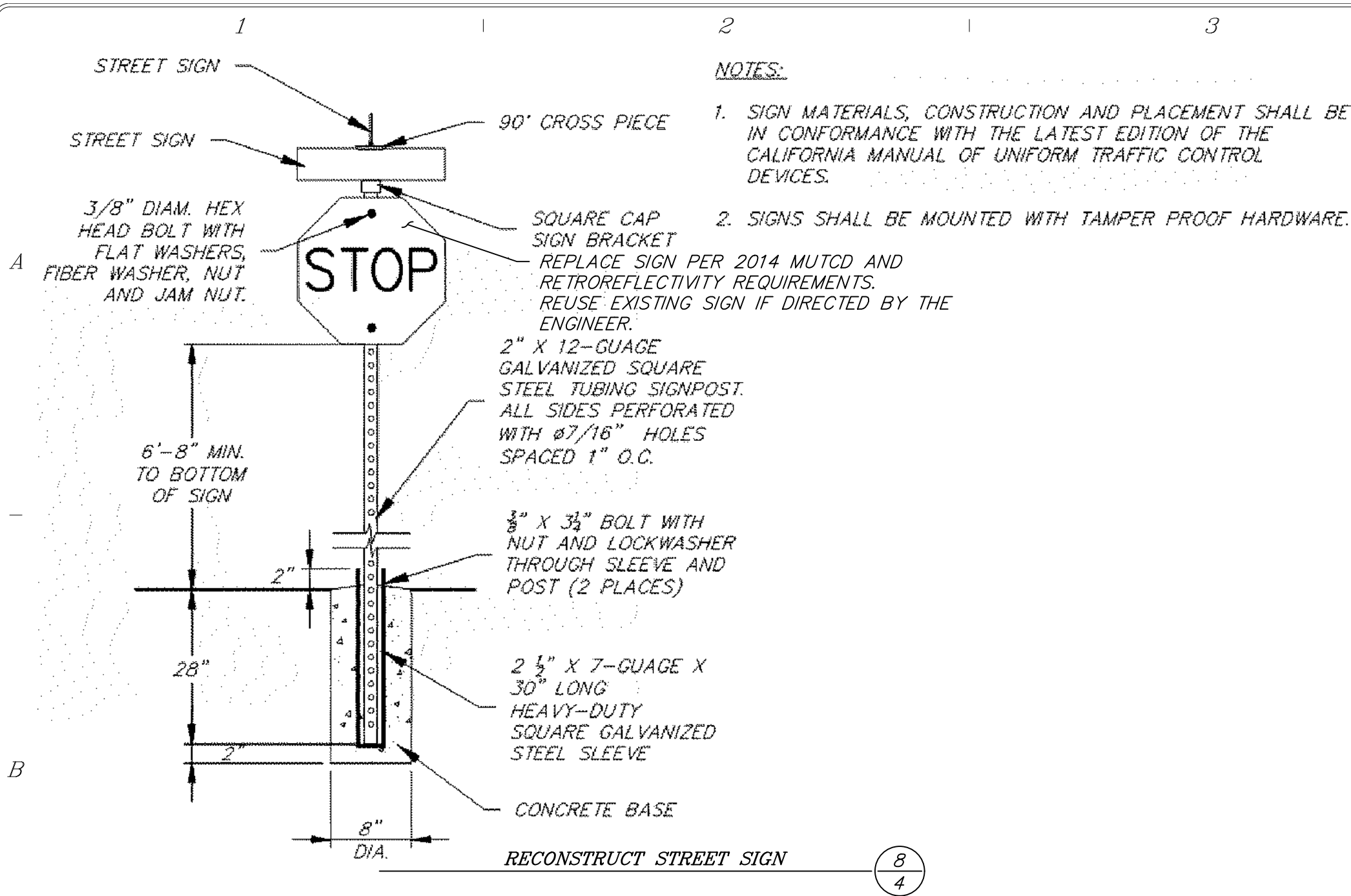
NOTES

1. If a message consists of more than one word, it must read "UP", i.e., the first word must be nearest the driver.
2. The space between words must be at least four times the height of the characters for low speed roads, but not more than ten times the height of the characters. The space may be reduced appropriately where there is limited space because of local conditions.
3. Minor variations in dimensions may be accepted by the Engineer.
4. Portions of a letter, number or symbol may be separated by connecting segments not to exceed 2" in width.
5. The words "NO PARKING" pavement marking is to be used for parking facilities. For typical locations of markings, see Standard Plans A90A and A90B.
6. The words "NO PARKING", shall be painted in white letters no less than 1'-0" high on a contrasting background and located so that it is visible to traffic enforcement officials.

D

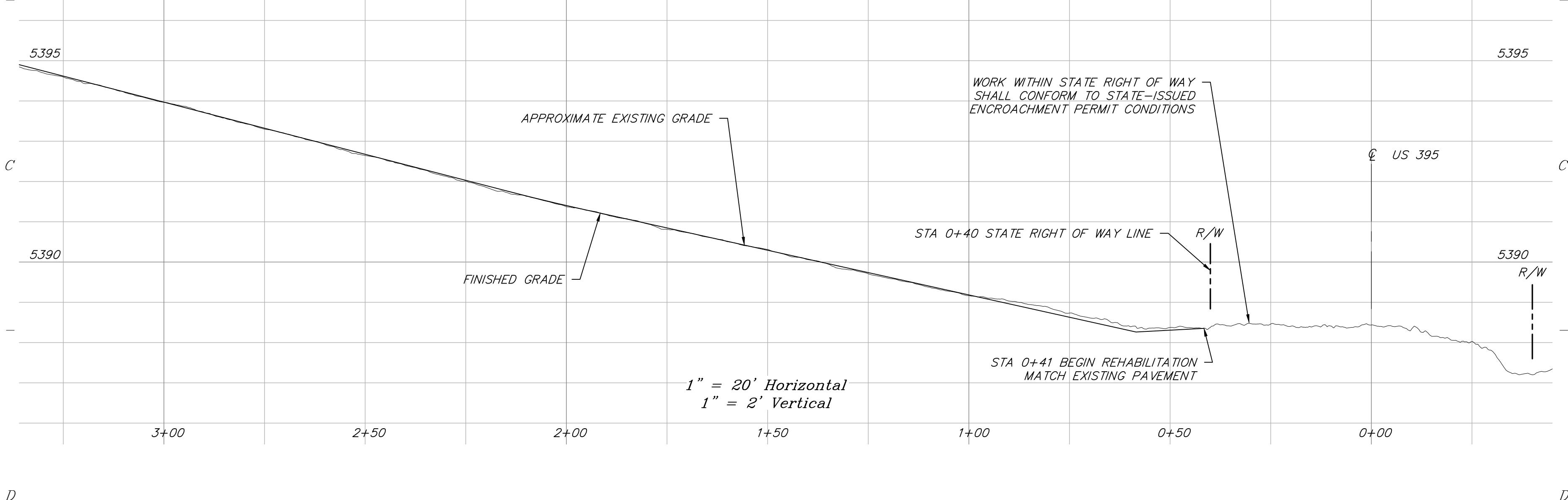
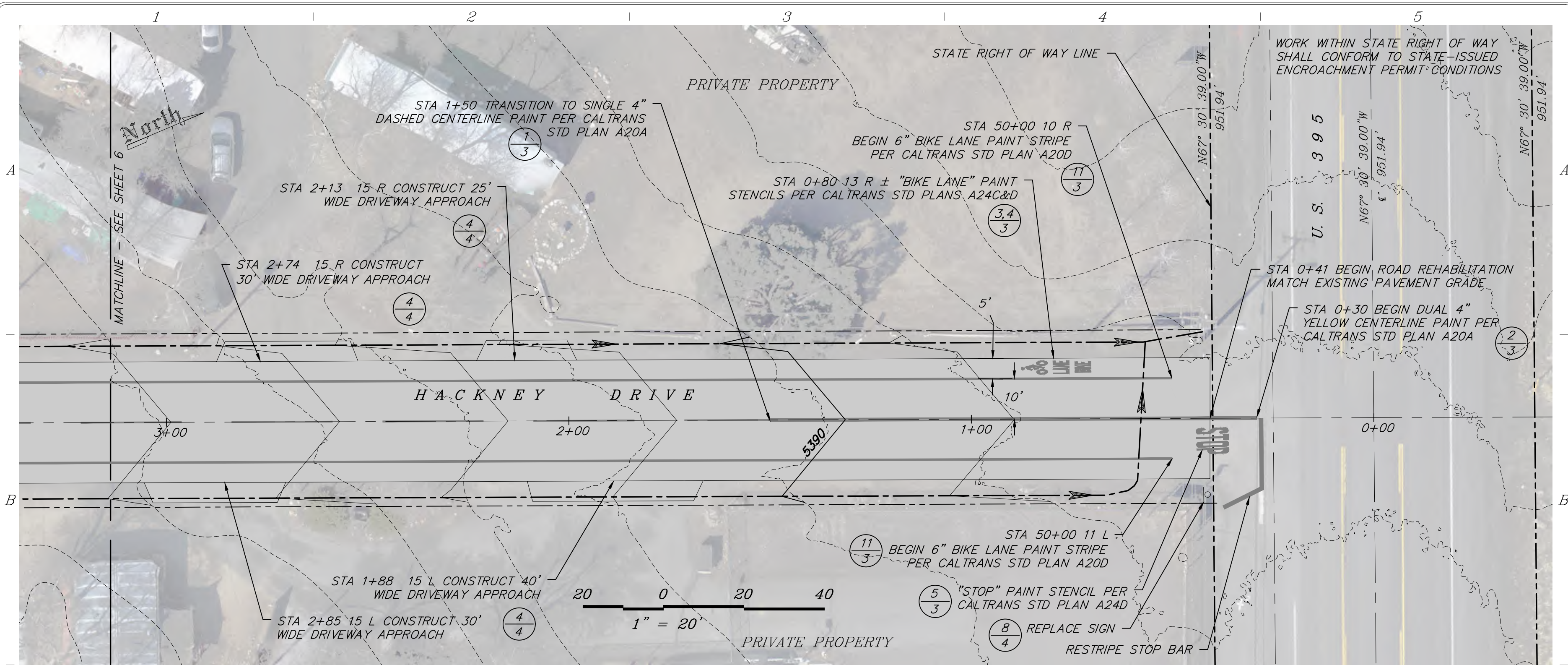


MONO COUNTY PUBLIC WORKS DEPARTMENT
74 N. SCHOOL ST., P.O. BOX 457, BRIDGEPORT, CA. 93517 PH: (760) 932-5440
HACKNEY DRIVE AND SOUTH LANDING ROAD PROJECTS
SELECTED CALTRANS STANDARD PLANS
Checked: GRH Drawn: KWD
Date: July 2019
File: X:\COMMON\WORK\ROAD PROJECTS\SRP (RHW)\2019 Projects\Hacker\Drawings\2_PSET1\Plans\Caltrans\Std Plans



PROFESSIONAL ENGINEER
WILLIAM DODD
73887
KALEN
CIVIL
STATE OF CALIFORNIA
exp. 6/30/21
7/9/19

MONO COUNTY PUBLIC WORKS DEPARTMENT
74 N. SCHOOL ST., P.O. BOX 457, BRIDGEPORT, CA. 93517 PH: (760) 932-5440
HACKNEY DRIVE AND SOUTH LANDING ROAD PROJECTS
CONSTRUCTION DETAILS
Checked: GRH
Drawn: KWD
Date: July 2019

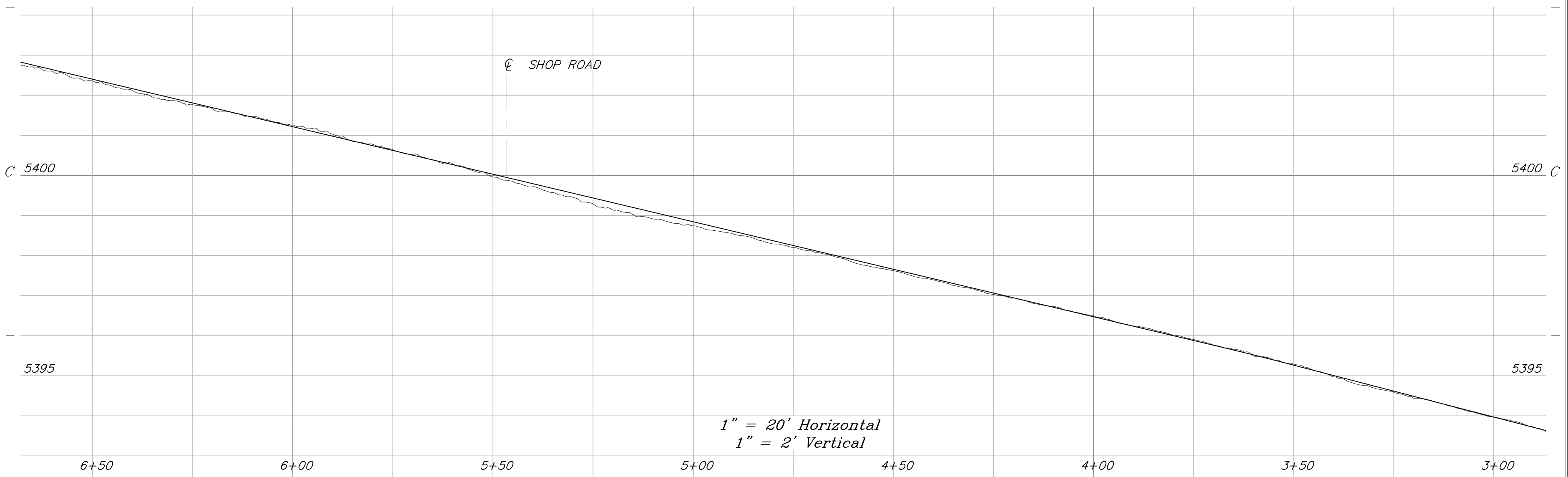
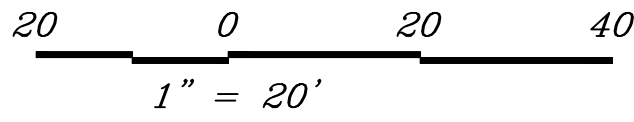
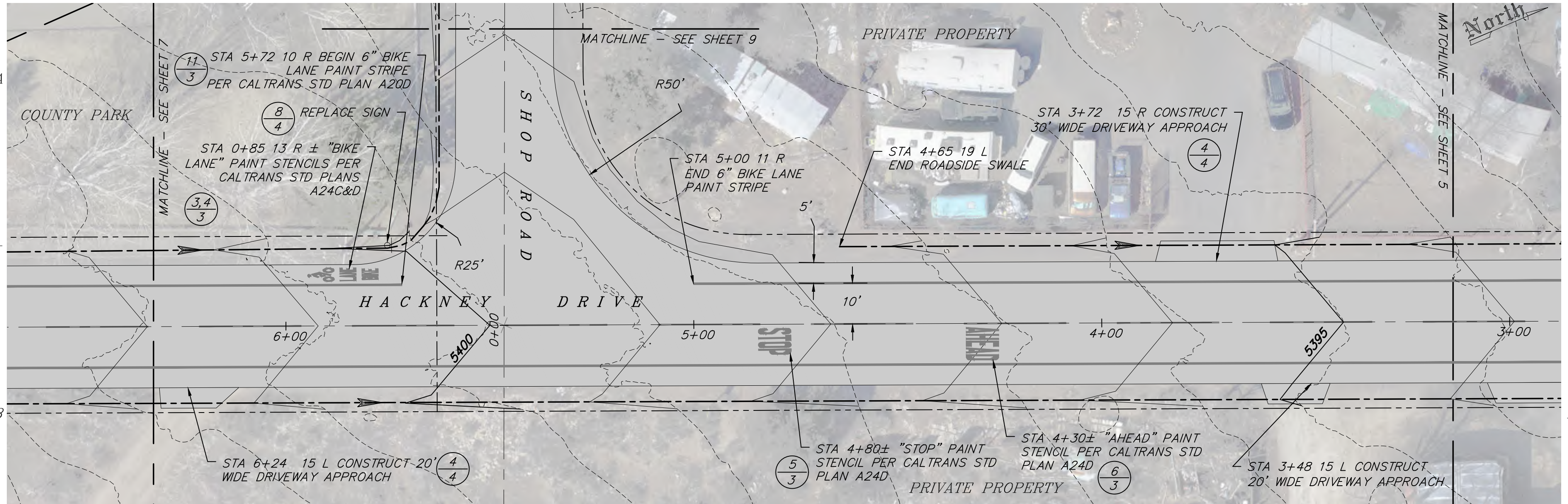


PROFESSIONAL ENGINEER
 WILLIAM DODD
 73887
 CIVIL
 STATE OF CALIFORNIA
 Exp. 6/30/21
 7/9/19

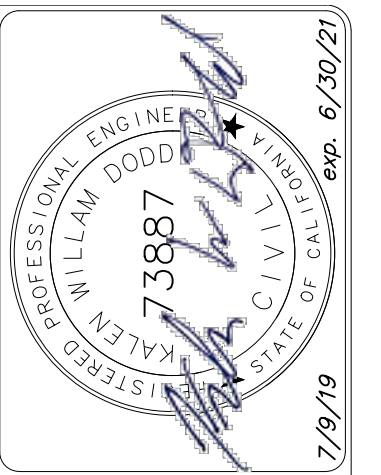
MONO COUNTY PUBLIC WORKS DEPARTMENT
 74 N. SCHOOL ST., P.O. BOX 457, BRIDGEPORT, CA. 93517 PH: (760) 932-5440
 HACKNEY DRIVE AND SOUTH LANDING ROAD PROJECTS
 HACKNEY DRIVE - STATION 0+00 TO 3+14
 Checked: GRH Drawn: KWD
 Date: July 2019
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SHEET
5
 of 22

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1" = 20' Horizontal
1" = 2' Vertical



MONO COUNTY PUBLIC WORKS DEPARTMENT
74 N. SCHOOL ST., P.O. BOX 457, BRIDGEPORT, CA. 93517 PH: (760) 932-5440
HACKNEY DRIVE AND SOUTH LANDING ROAD PROJECTS
HACKNEY DRIVE - STATION 3+14 TO 6+32
Date: July 2019 Drawn: KWD Checked: GRH File: X:\COMMON\WORK\ROAD PROJECTS\SRP (RHW)\2019 Projects\Hackney\Drawings\2_PSET1.dwg
Exp. 6/30/21 7/19/19

SHEET
6
of 22

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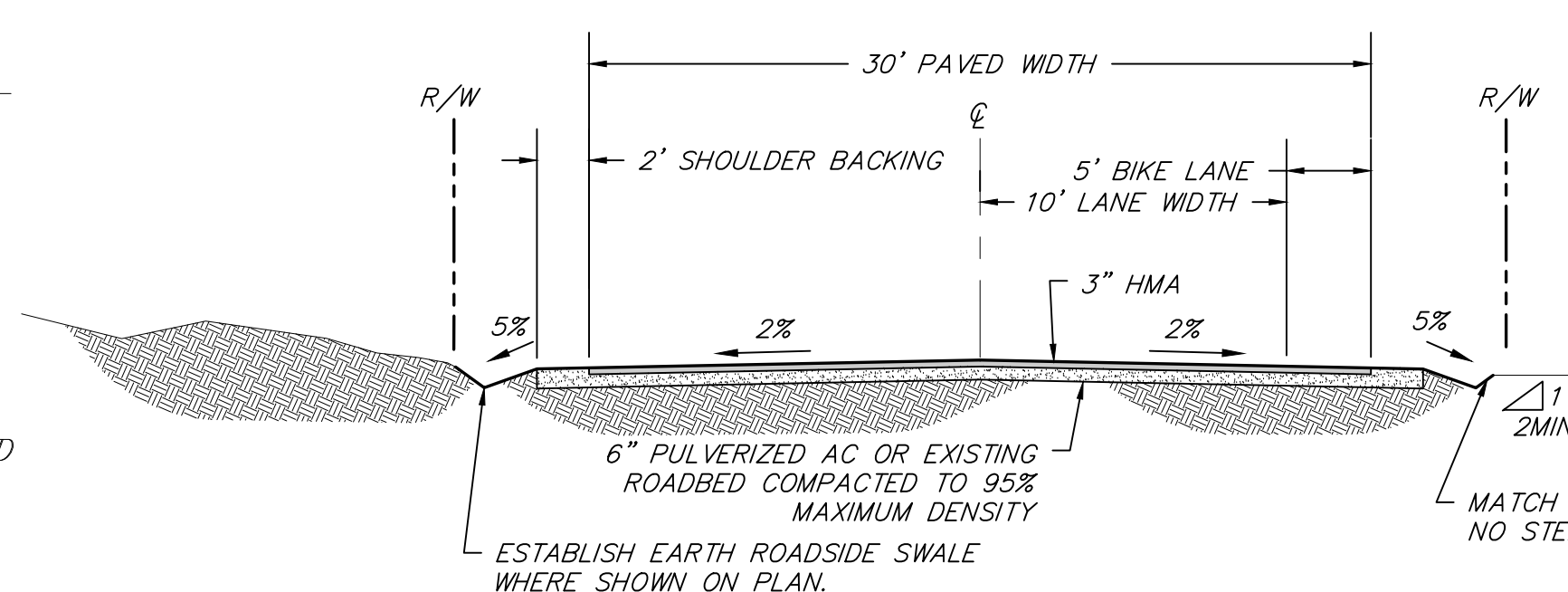
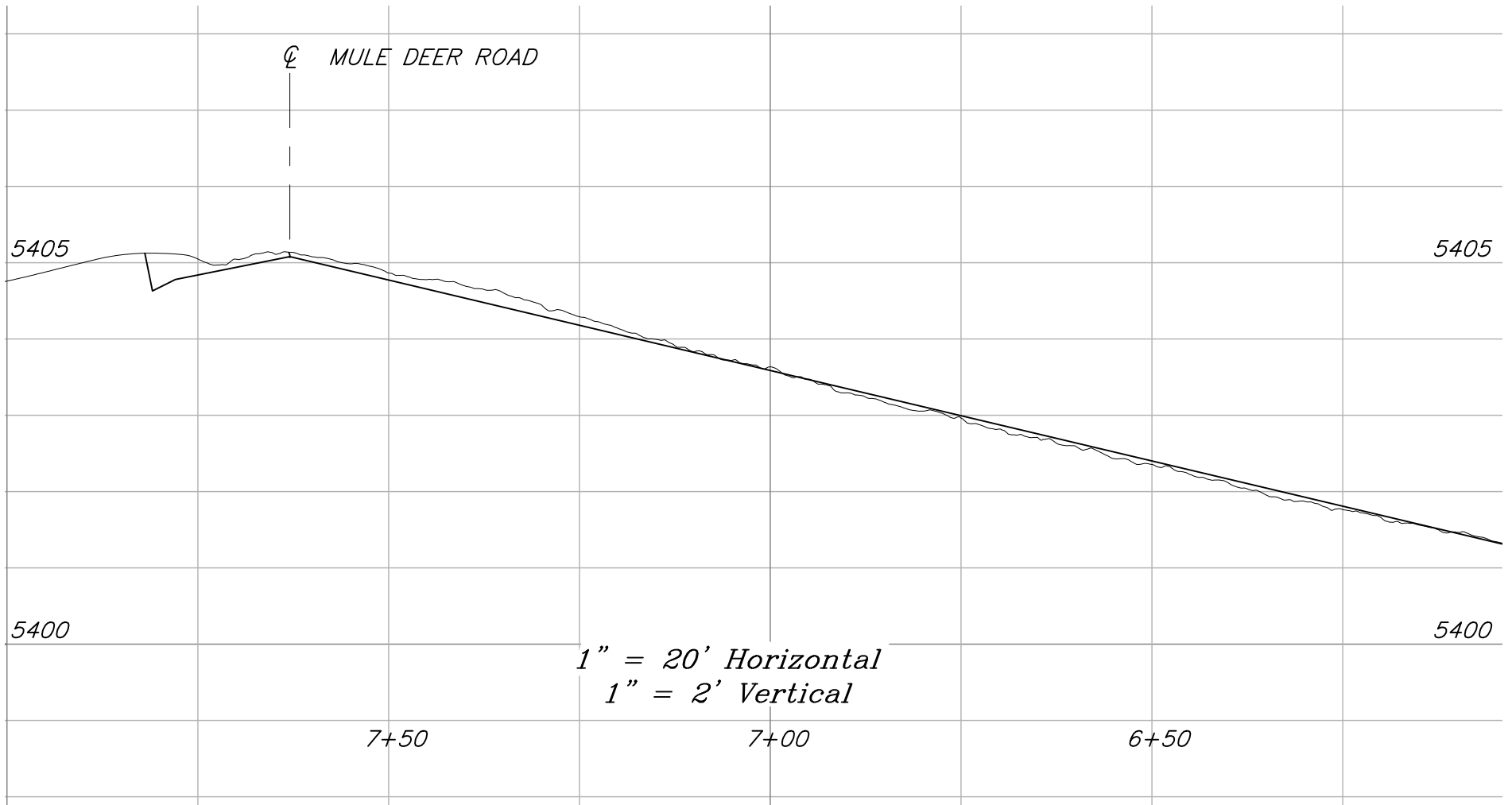
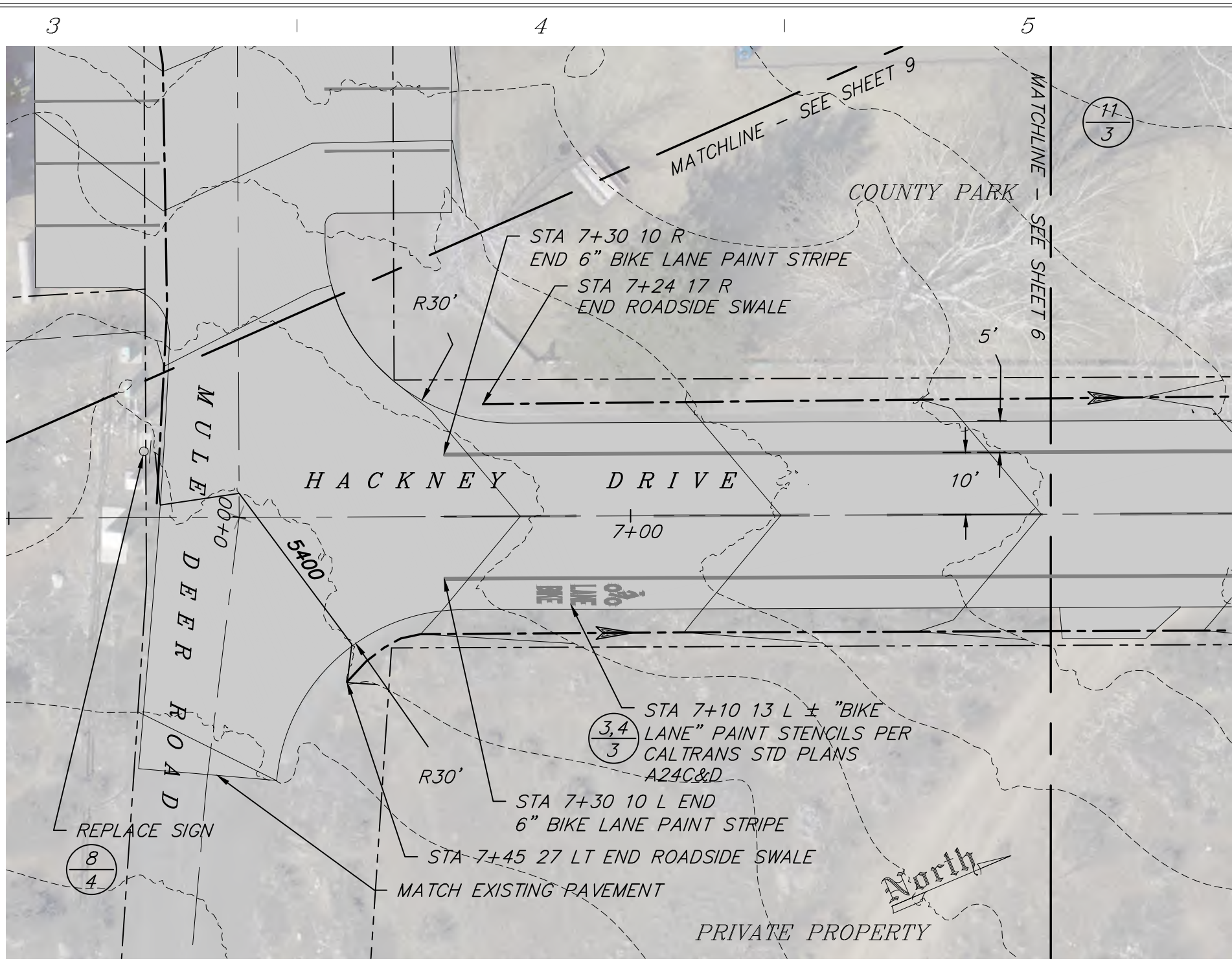
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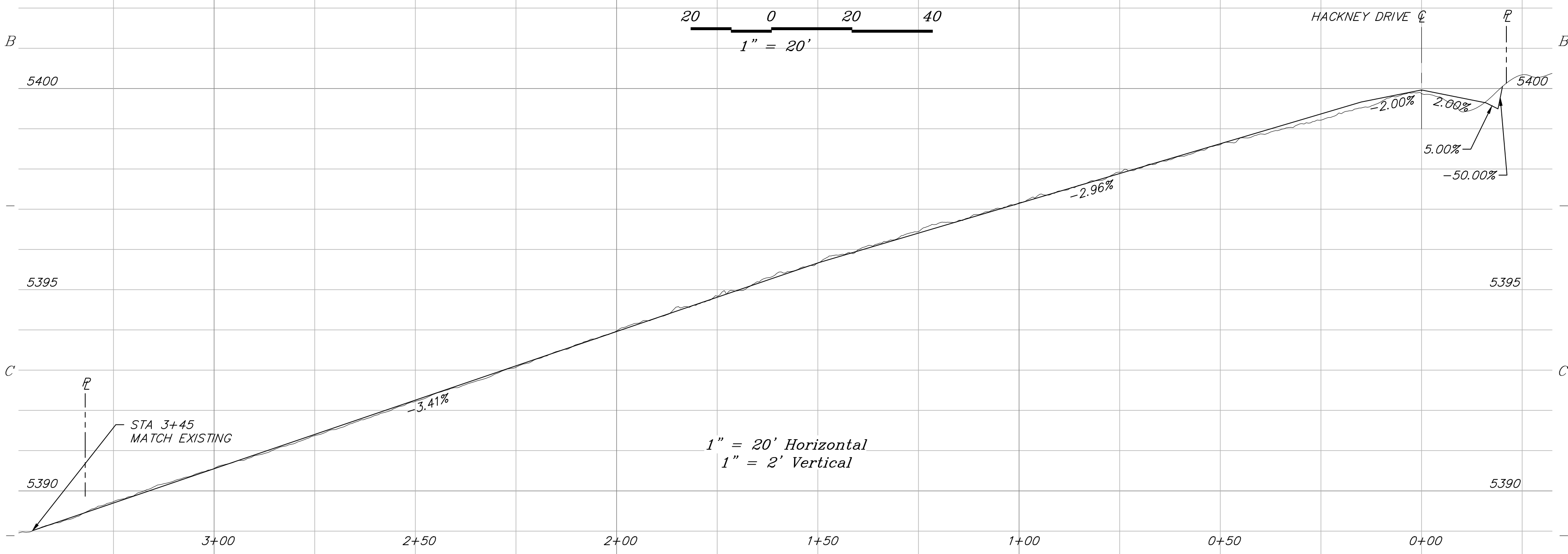
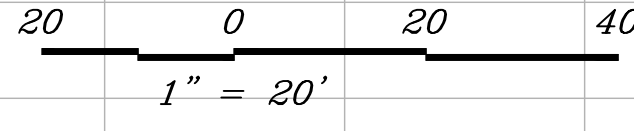
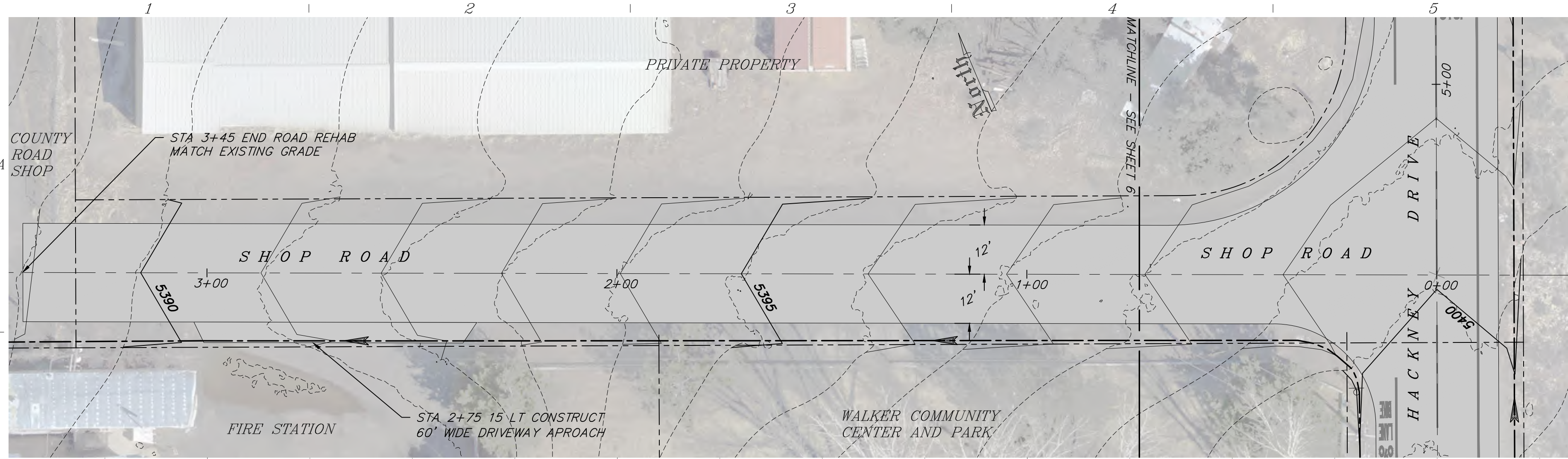


HACKNEY DRIVE TYPICAL CROSS SECTION NOT TO SCALE

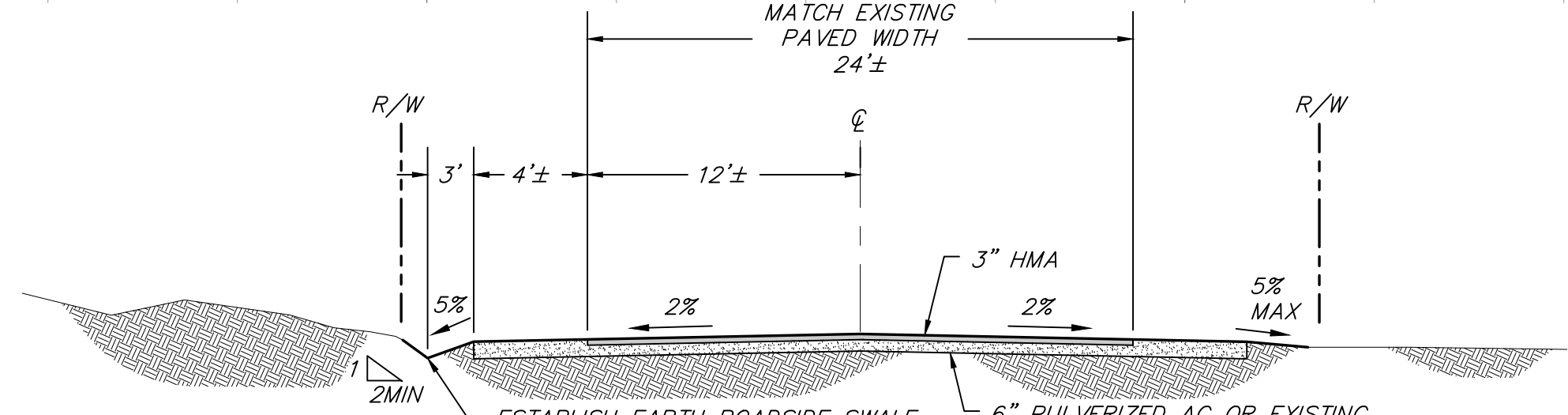
Professional Engineer Seal for William Dodd, License No. 73887, State of California, Exp. 6/30/21. Signature: *William Dodd*

MONO COUNTY PUBLIC WORKS DEPARTMENT
 74 N. SCHOOL ST., P.O. BOX 457, BRIDGEPORT, CA. 93517 PH: (760) 932-5440
 HACKNEY DRIVE AND SOUTH LANDING ROAD PROJECTS
 HACKNEY DRIVE - STATION 6+32 TO 7+64
 Date: July 2019 Drawn: KWD Checked: GRH File: X:\COMMON\WORK\ROAD PROJECTS\SRP (RHW)\2019 Projects\Hackney&SouthLP\SRP1\Drawings

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1" = 20' Horizontal
1" = 2' Vertical

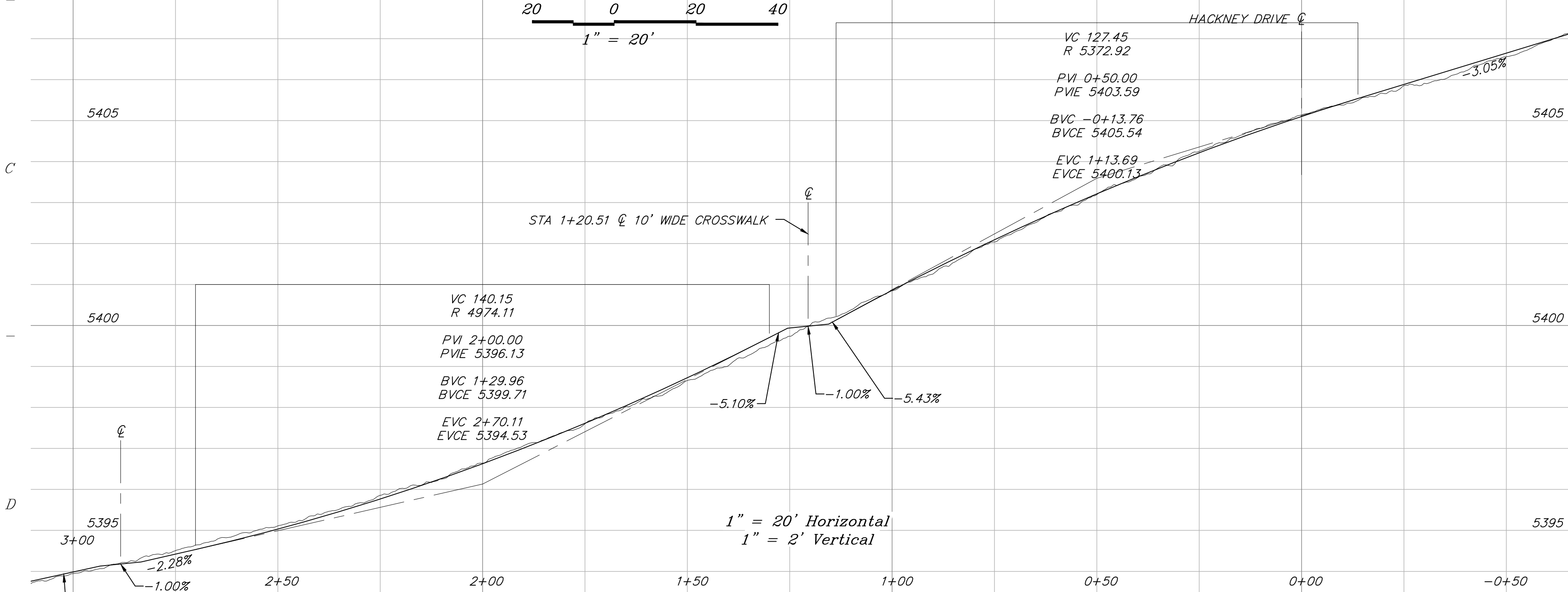
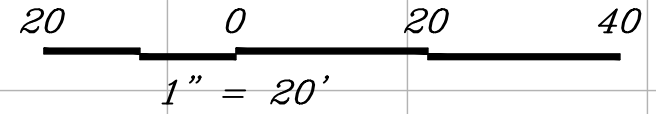
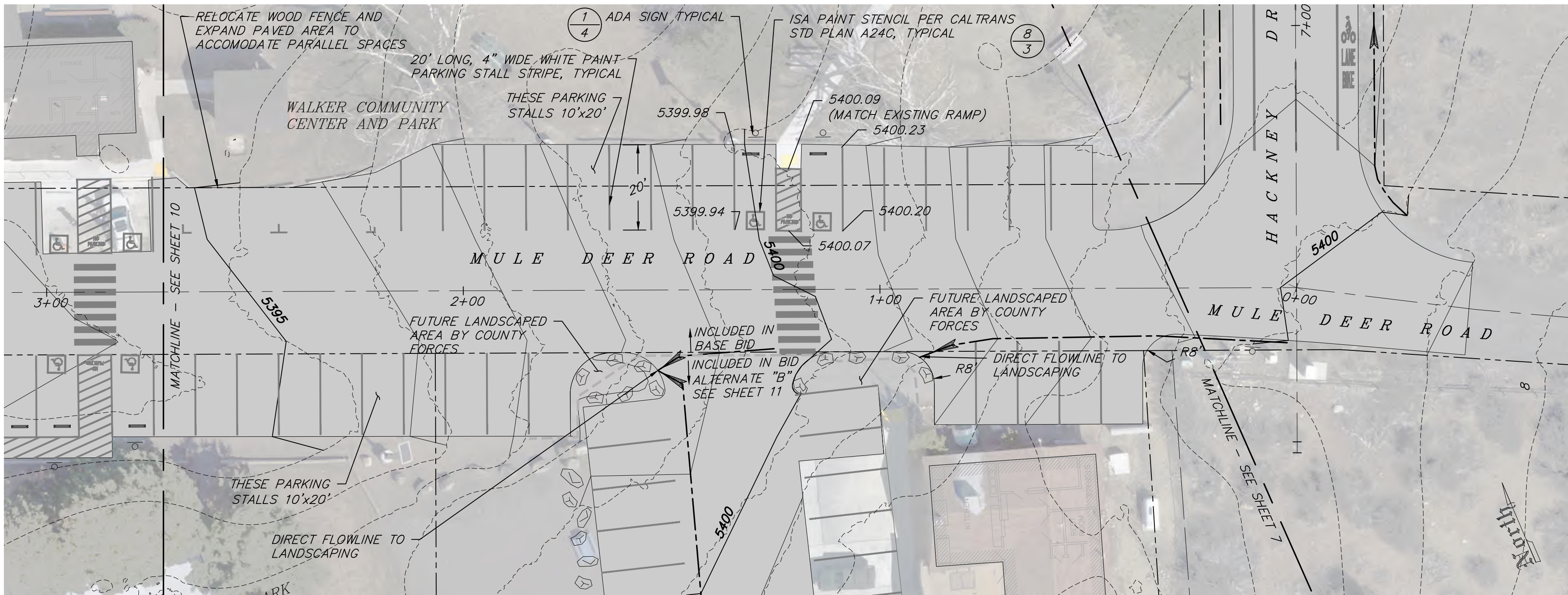


SHOP ROAD TYPICAL CROSS SECTION
NOT TO SCALE

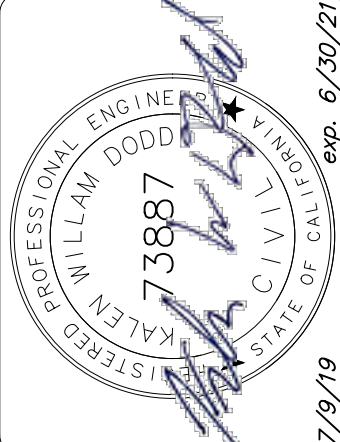
PROFESSIONAL ENGINEER
WILLIAM DODD
73887
REGISTERED CIVIL ENGINEER
STATE OF CALIFORNIA
7/19/19
Exp. 6/30/21

MONO COUNTY PUBLIC WORKS DEPARTMENT
74 N. SCHOOL ST., P.O. BOX 457, BRIDGEPORT, CA. 93517 PH: (760) 932-5440
HACKNEY DRIVE AND SOUTH LANDING ROAD PROJECTS
SHOP ROAD - STATION 0+00 TO 3+45
Checked: GRH
Drawn: KWD
Date: July 2019
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1" = 20' Horizontal
1" = 2' Vertical

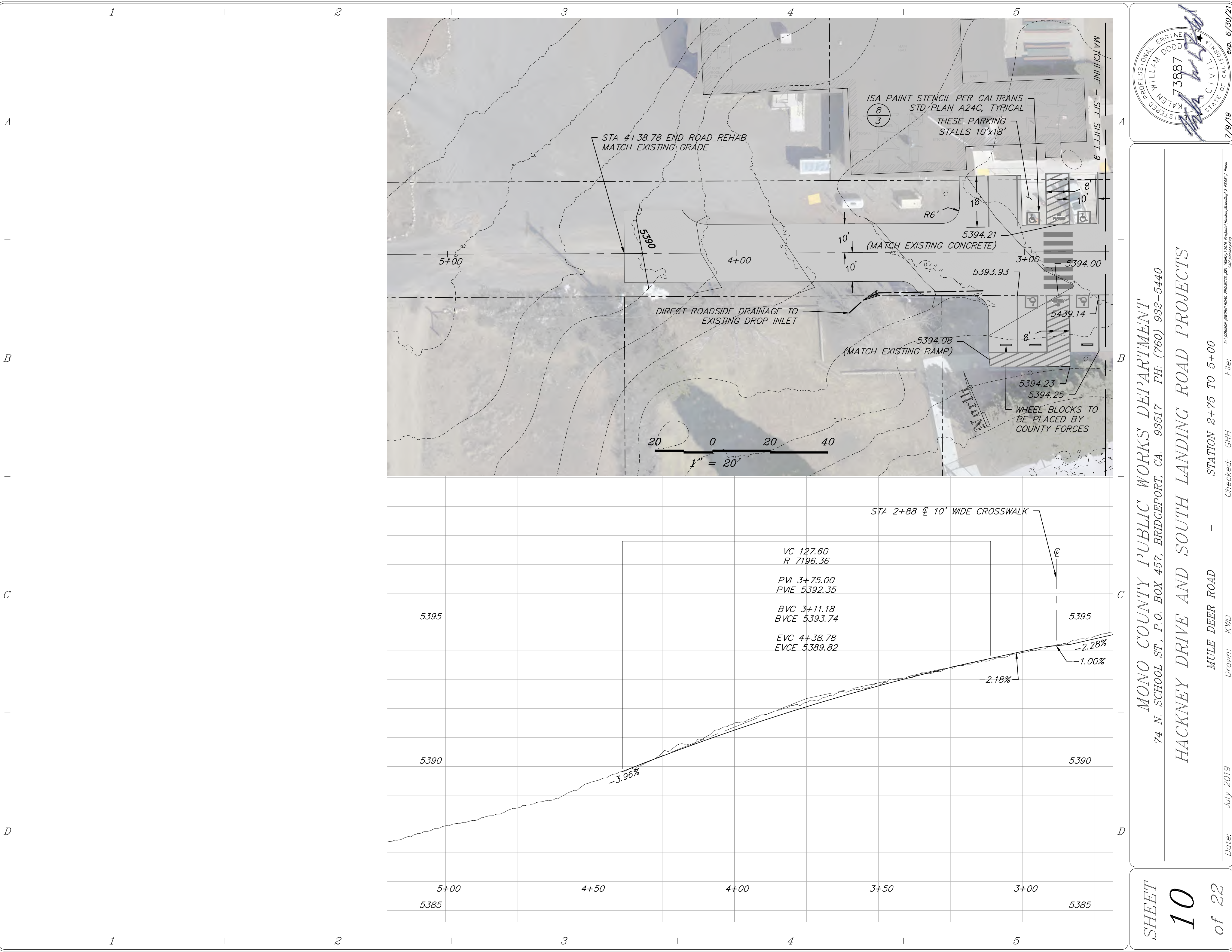


MONO COUNTY PUBLIC WORKS DEPARTMENT
74 N. SCHOOL ST., P.O. BOX 457, BRIDGEPORT, CA. 93517 PH: (760) 932-5440

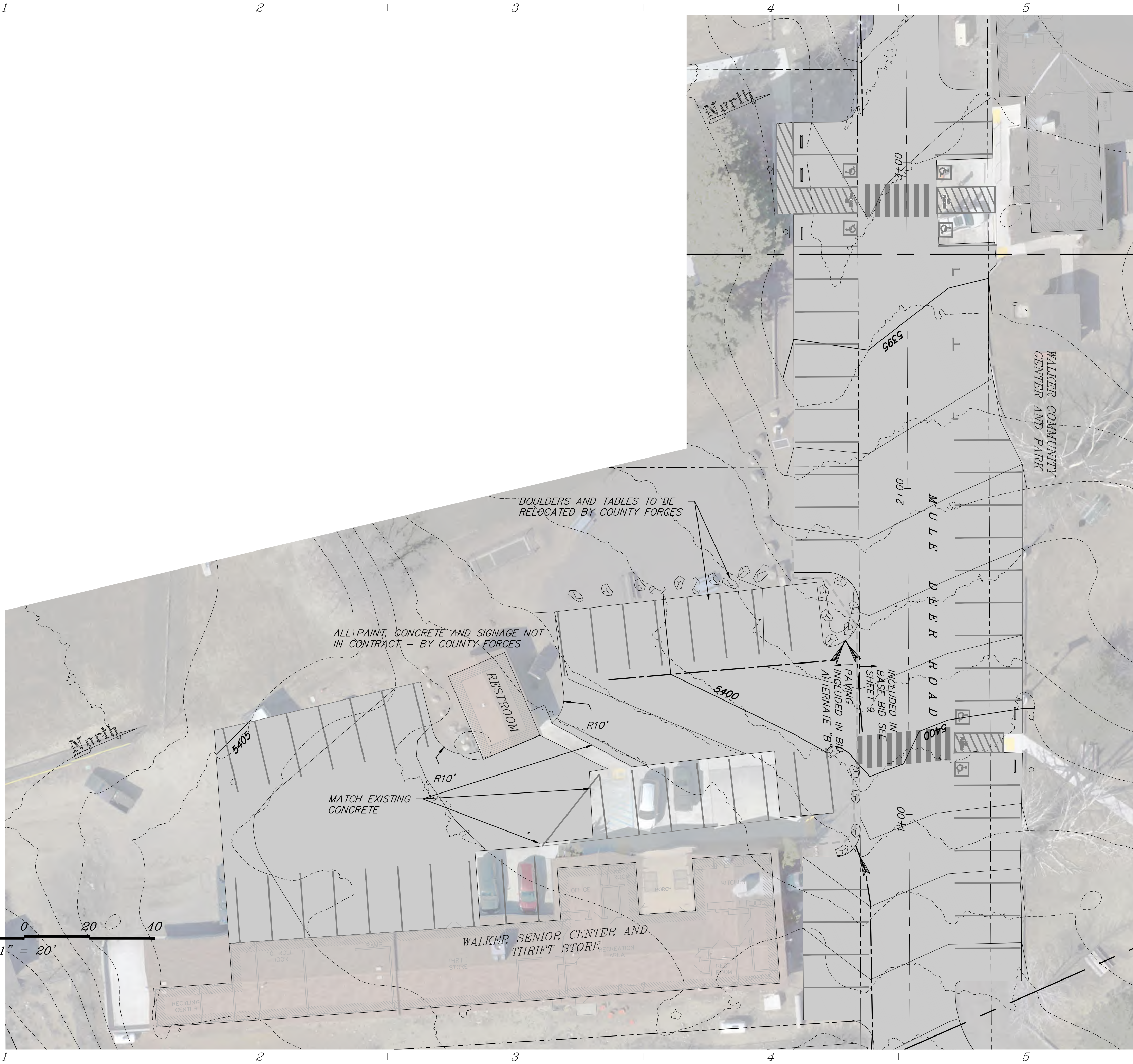
HACKNEY DRIVE AND SOUTH LANDING ROAD PROJECTS

MULE DEER ROAD - STATION 0+00 TO 2+75
Checked: GRH Drawn: KWD

Date: July 2019 File: X:\COMMON\WORK\ROAD PROJECTS\SRP (MULE) 2019 Projects\Work\Drawings\2 PSEB\17 Plans\03 Plan06.dwg



MONO COUNTY PUBLIC WORKS DEPARTMENT
 74 N. SCHOOL ST., P.O. BOX 457, BRIDGEPORT, CA. 93517 PH: (760) 932-5440
 HACKNEY DRIVE AND SOUTH LANDING ROAD PROJECTS
 MULE DEER ROAD - STATION 2+75 TO 5+00
 Date: July 2019 Drawn: KWD
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of 22

MONO COUNTY PUBLIC WORKS DEPARTMENT
 74 N. SCHOOL ST., P.O. BOX 457, BRIDGEPORT, CA. 93517 PH: (760) 932-5440

HACKNEY DRIVE AND SOUTH LANDING ROAD PROJECTS

WALKER SENIOR CENTER PARKING LOT

Date: July 2019

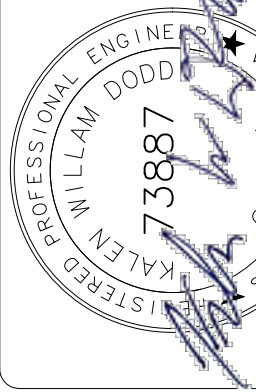
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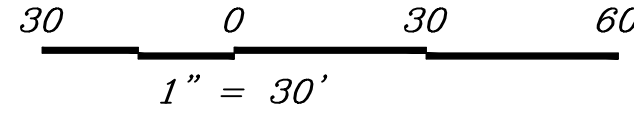
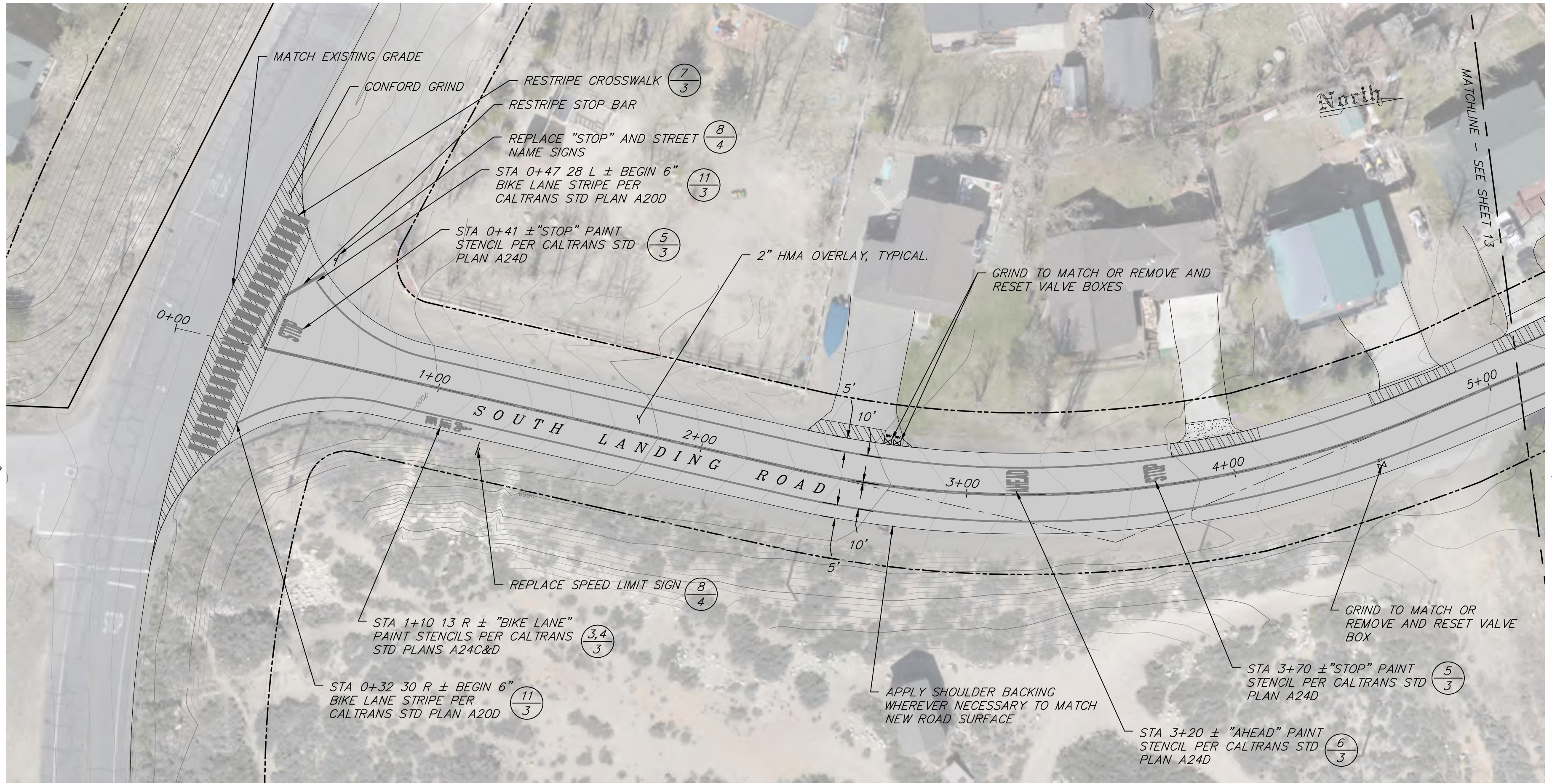
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7/9/19

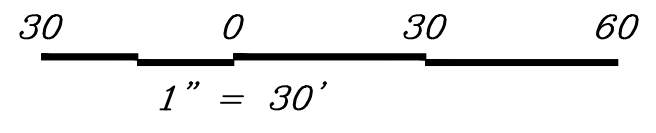
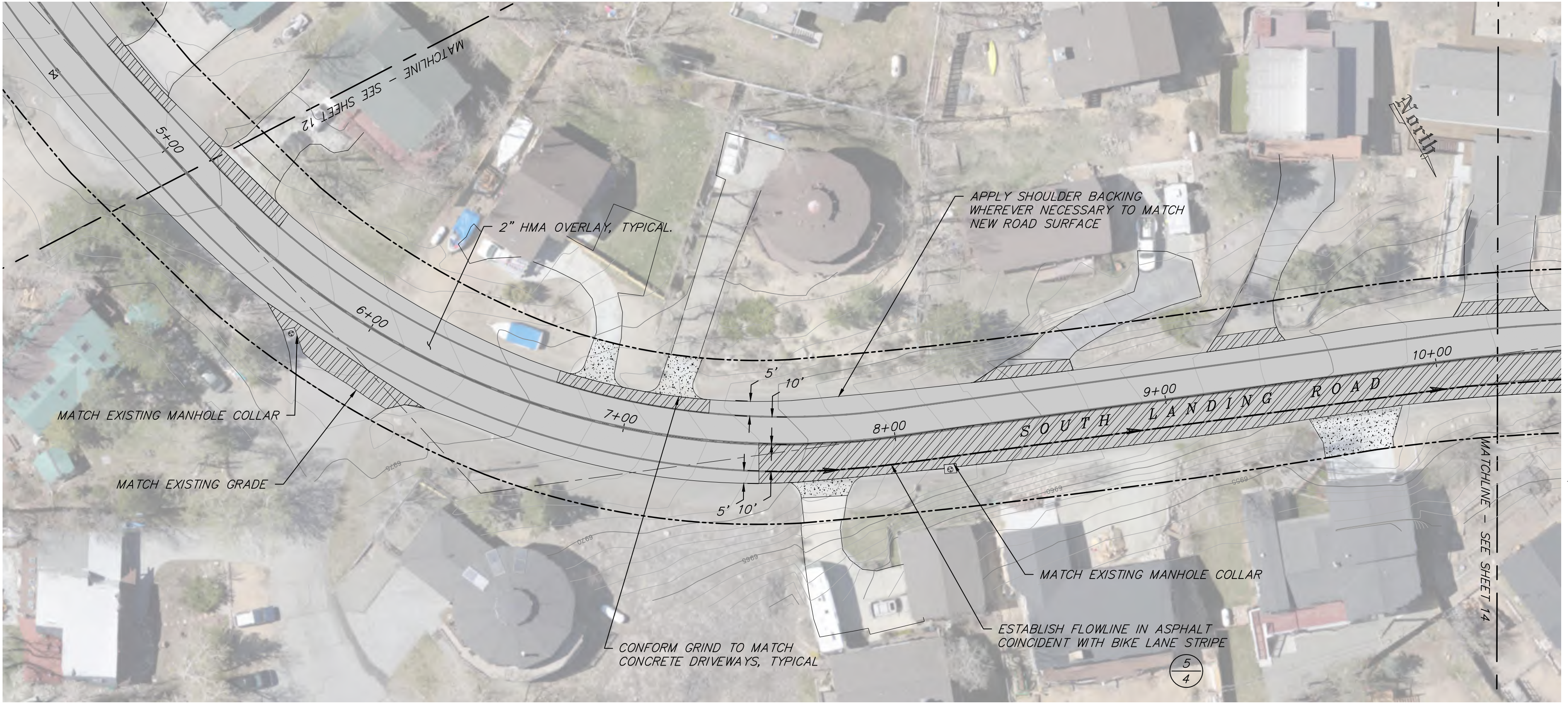
Exp. 6/30/21





MONO COUNTY PUBLIC WORKS DEPARTMENT
 74 N. SCHOOL ST., P.O. BOX 457, BRIDGEPORT, CA. 93517 PH: (760) 932-5440
 HACKNEY DRIVE AND SOUTH LANDING ROAD PROJECTS
 SOUTH LANDING ROAD - STATION 0+00 TO 5+00
 Date: July 2019 Drawn: KWD Checked: GRH File: X:\COMMON\WORK\ROAD PROJECTS\SRP (REV) 2019 Projects\HackingDrive\SRP SET 1\ Plans CAD (SouthLanding.dwg)

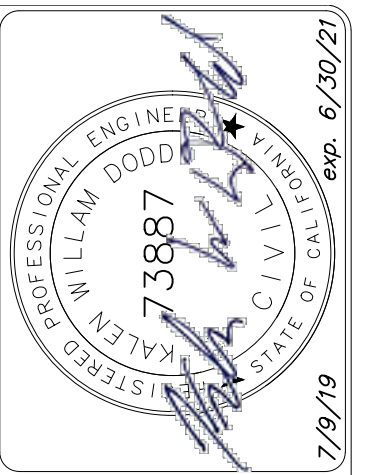
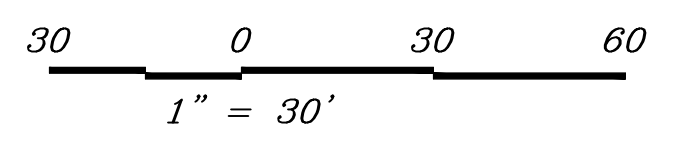
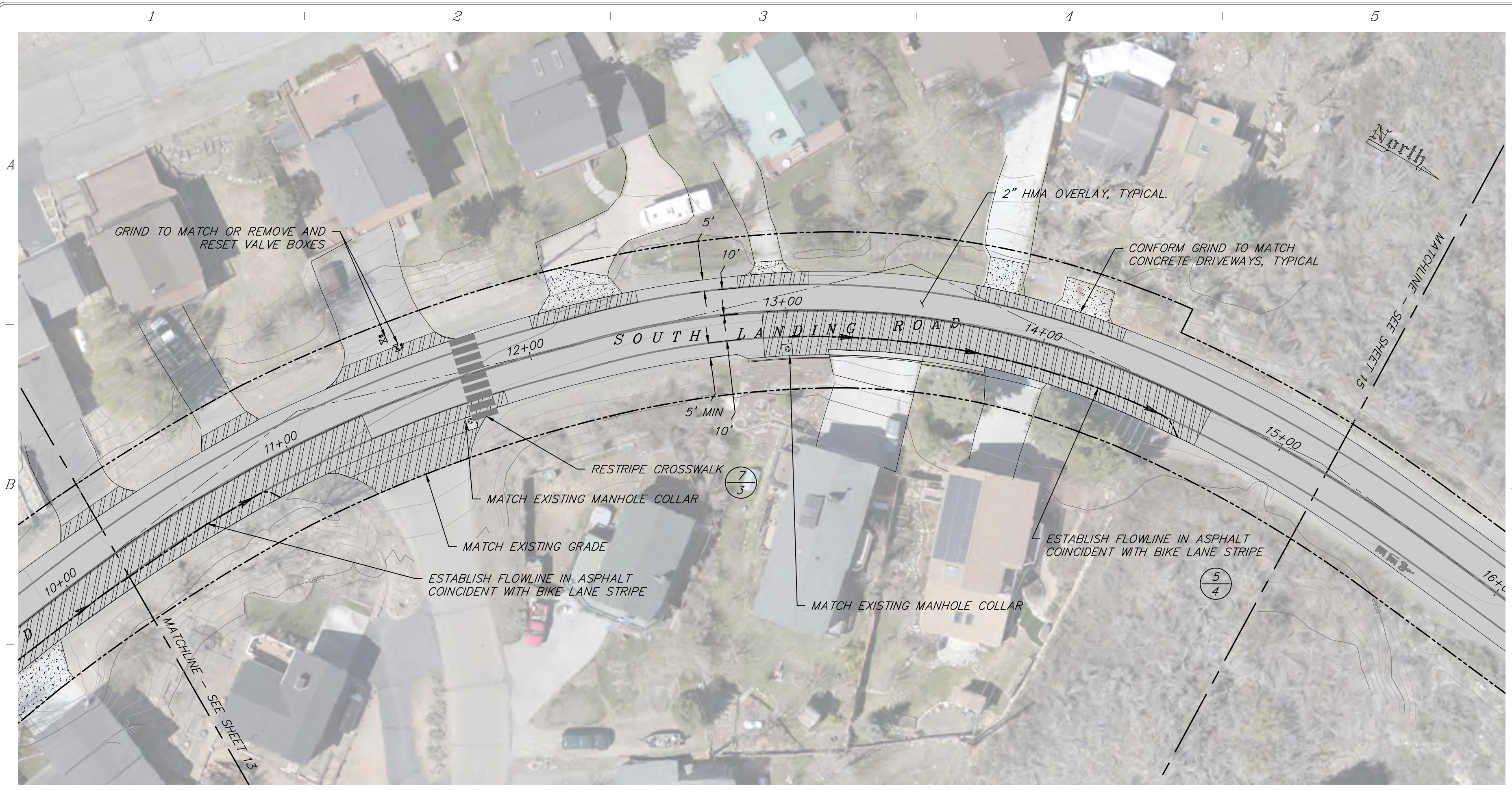
SHEET
12
 of 22



REGISTERED PROFESSIONAL ENGINEER
 WILLIAM DODD
 73887
 KALEN TITUS
 CIVIL ENGINEER
 STATE OF CALIFORNIA
 7/9/19
 Exp. 6/30/21

MONO COUNTY PUBLIC WORKS DEPARTMENT
 74 N. SCHOOL ST., P.O. BOX 457, BRIDGEPORT, CA. 93517 PH: (760) 932-5440
 HACKNEY DRIVE AND SOUTH LANDING ROAD PROJECTS
 SOUTH LANDING ROAD - STATION 5+00 TO 10+00
 Date: July 2019 Drawn: KWD Checked: GRH File: X:\COMMON\WORK\ROAD PROJECTS\SRP (REV) 2019 Projects\Hacking\Drawing 17.PDF\17.Plan CAD (Civil\County.dwg)

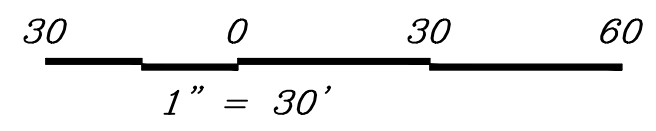
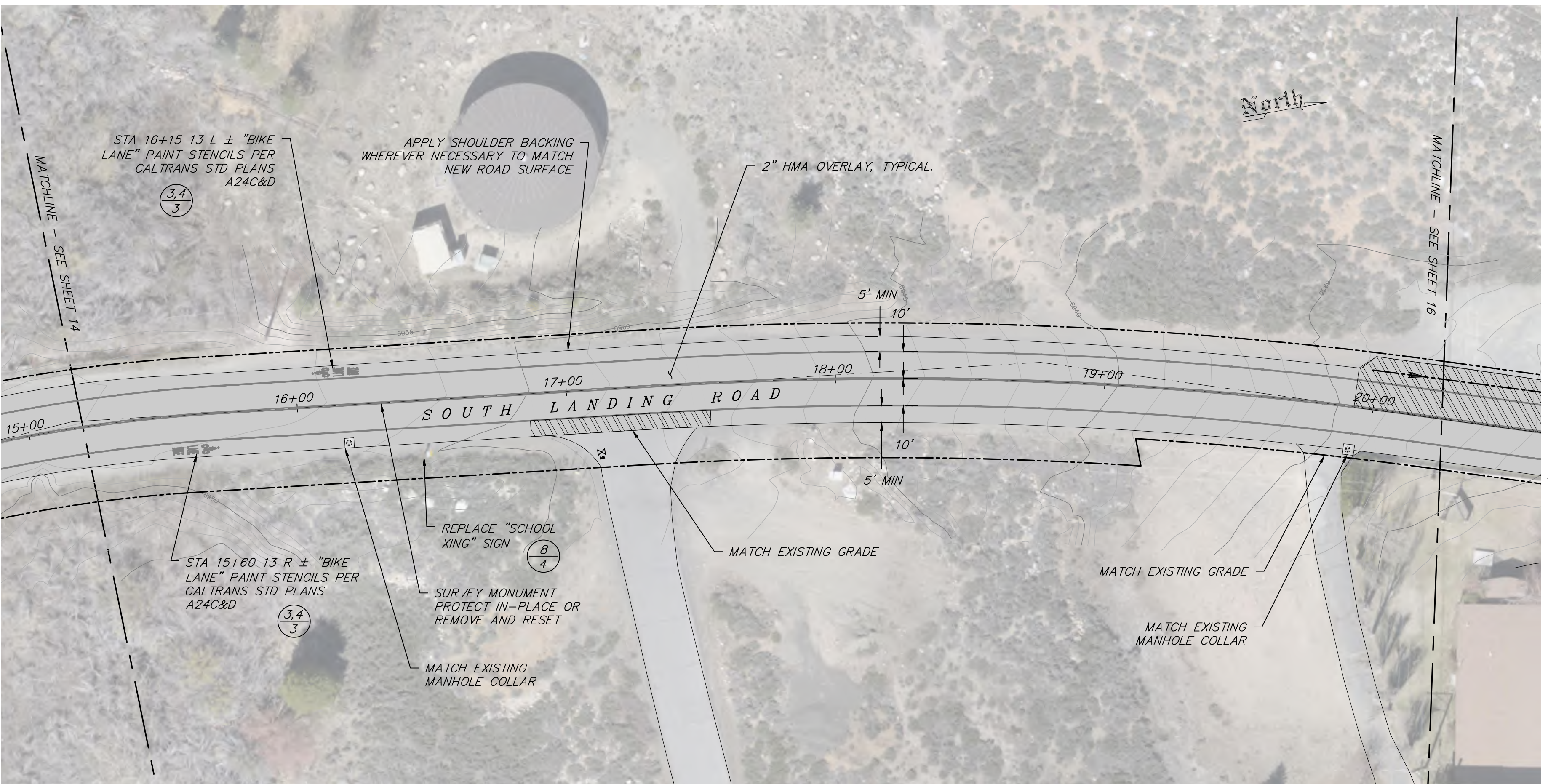
SHEET
13
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MONO COUNTY PUBLIC WORKS DEPARTMENT
 74 N. SCHOOL ST., P.O. BOX 457, BRIDGEPORT, CA. 93517 PH: (760) 932-5440
 HACKNEY DRIVE AND SOUTH LANDING ROAD PROJECTS
 SOUTH LANDING ROAD - STATION 10+00 TO 15+00
 Date: July 2019 Drawn: KWD Checked: GRH
 File: X:\COMMON\WORK\ROAD PROJECTS\SRP (REV) 1209 Projects\Hacking\Drawings\PSHEET\19.Plan CAD (SouthLanding.dwg)

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14
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1 1 2 1 3 1 4 1 5

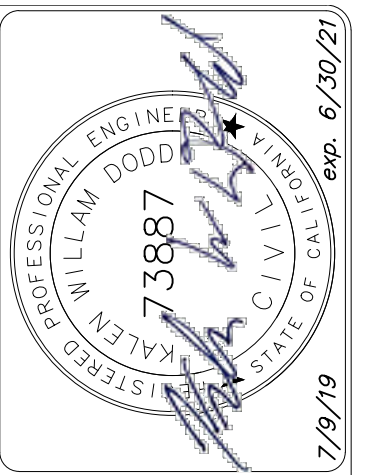
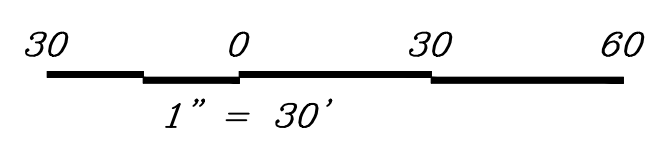
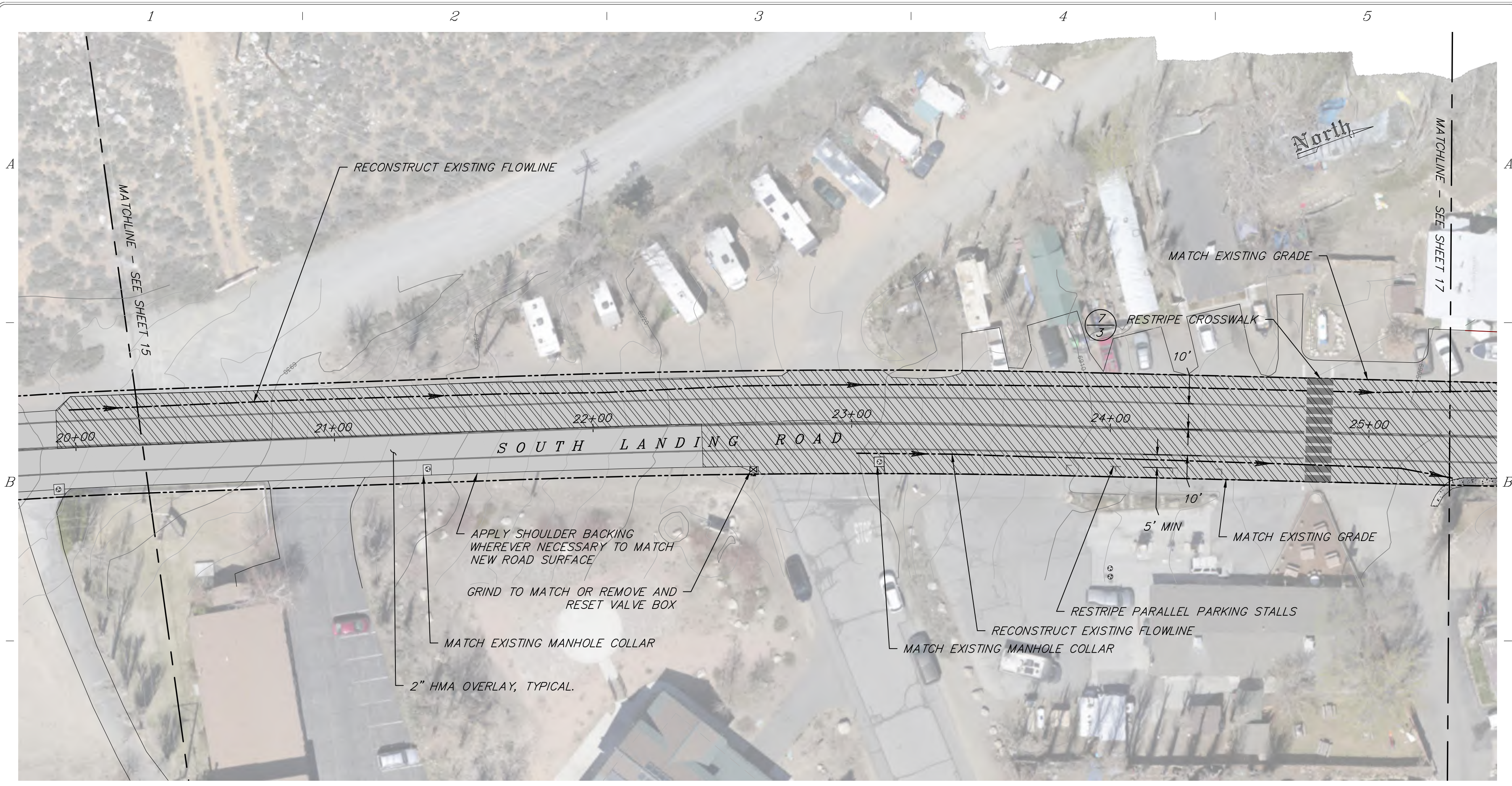


7/19/19 Exp. 6/30/21

MONO COUNTY PUBLIC WORKS DEPARTMENT
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HACKNEY DRIVE AND SOUTH LANDING ROAD PROJECTS
 SOUTH LANDING ROAD - STATION 15+00 TO 20+30
 Date: July 2019 Drawn: KWD Checked: GRH File: X:\COMMON\WORK\ROAD PROJECTS\SRP (REV) 2019 Projects\Hacking\Drawings\15 SHEET.Plan
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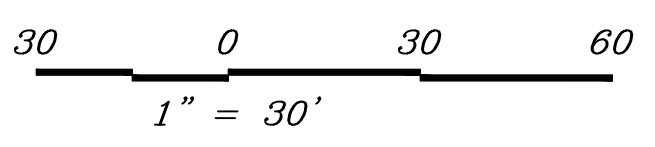
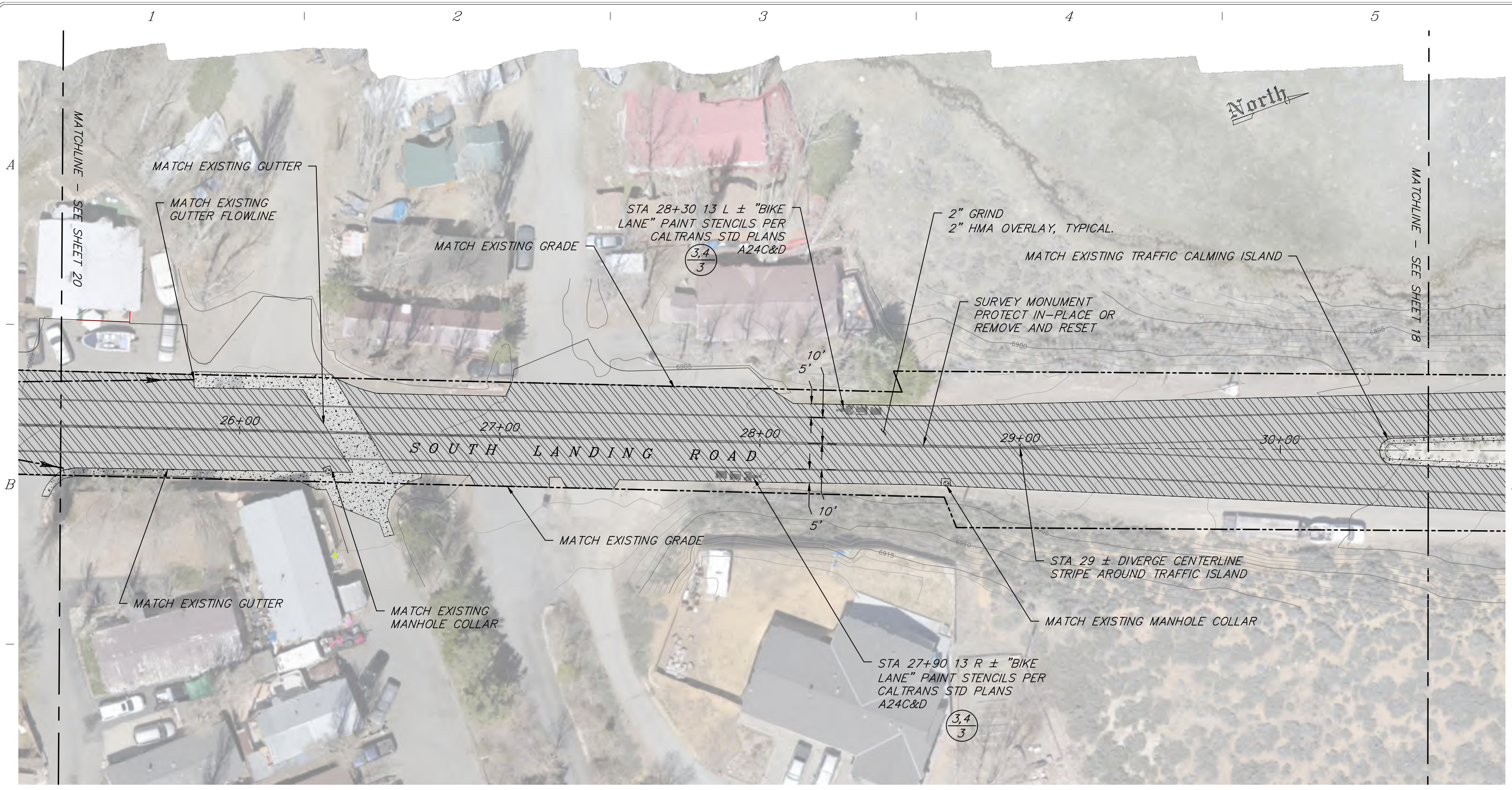
1 1 2 1 3 1 4 1 5



MONO COUNTY PUBLIC WORKS DEPARTMENT
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 HACKNEY DRIVE AND SOUTH LANDING ROAD PROJECTS
 SOUTH LANDING ROAD - STATION 20+30 TO 25+30
 Date: July 2019 Drawn: KWD Checked: GRH
 File: X:\COMMON\WORK\ROAD PROJECTS\SRP (REV) 1209 Projects\Hacking\Drawing\17.PDF\17.Plan CAD (Civil\County.dwg)

SHEET
16
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1 1 2 1 3 1 4 1 5
 A
 MATCHLINE - SEE SHEET 15
 RECONSTRUCT EXISTING FLOWLINE
 20+00 21+00 22+00 23+00 24+00 25+00
 SOUTH LANDING ROAD
 MATCH EXISTING GRADE
 RESTRIPE CROSSWALK
 10'
 5' MIN
 MATCH EXISTING GRADE
 RESTRIPE PARALLEL PARKING STALLS
 RECONSTRUCT EXISTING FLOWLINE
 MATCH EXISTING MANHOLE COLLAR
 MATCH EXISTING MANHOLE COLLAR
 2" HMA OVERLAY, TYPICAL.
 APPLY SHOULDER BACKING WHEREVER NECESSARY TO MATCH NEW ROAD SURFACE
 GRIND TO MATCH OR REMOVE AND RESET VALVE BOX
 MATCH EXISTING MANHOLE COLLAR
 B
 C
 D
 MATCHLINE - SEE SHEET 17
 North

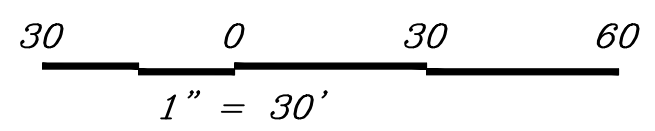
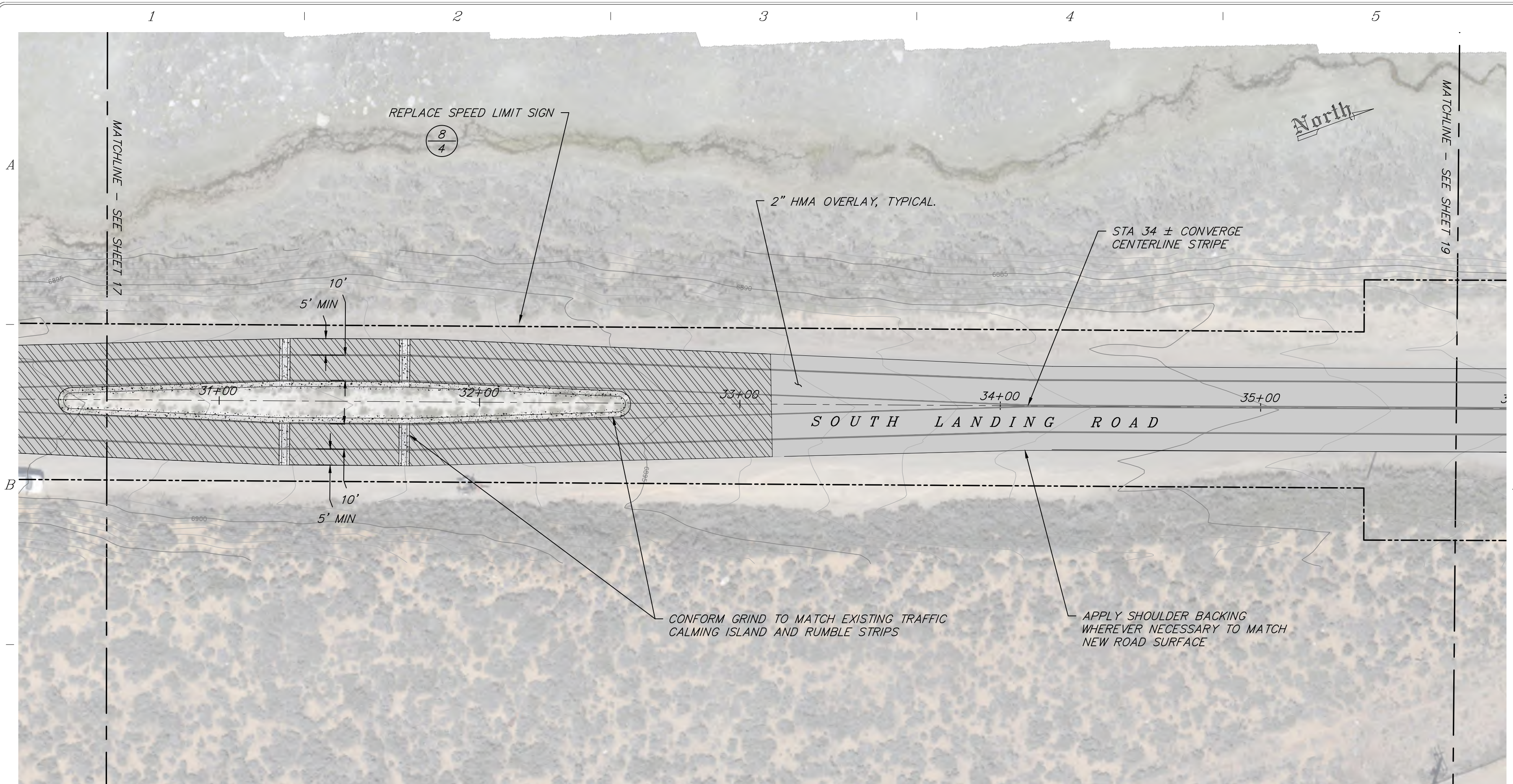


North

REGISTERED PROFESSIONAL ENGINEER
 WILLIAM DODD
 73887
 CIVIL
 STATE OF CALIFORNIA
 7/9/19
 exp. 6/30/21

MONO COUNTY PUBLIC WORKS DEPARTMENT
 74 N. SCHOOL ST., P.O. BOX 457, BRIDGEPORT, CA. 93517 PH: (760) 932-5440
 HACKNEY DRIVE AND SOUTH LANDING ROAD PROJECTS
 SOUTH LANDING ROAD - STATION 25+30 TO 30+50
 Date: July 2019 Drawn: KWD Checked: GRH

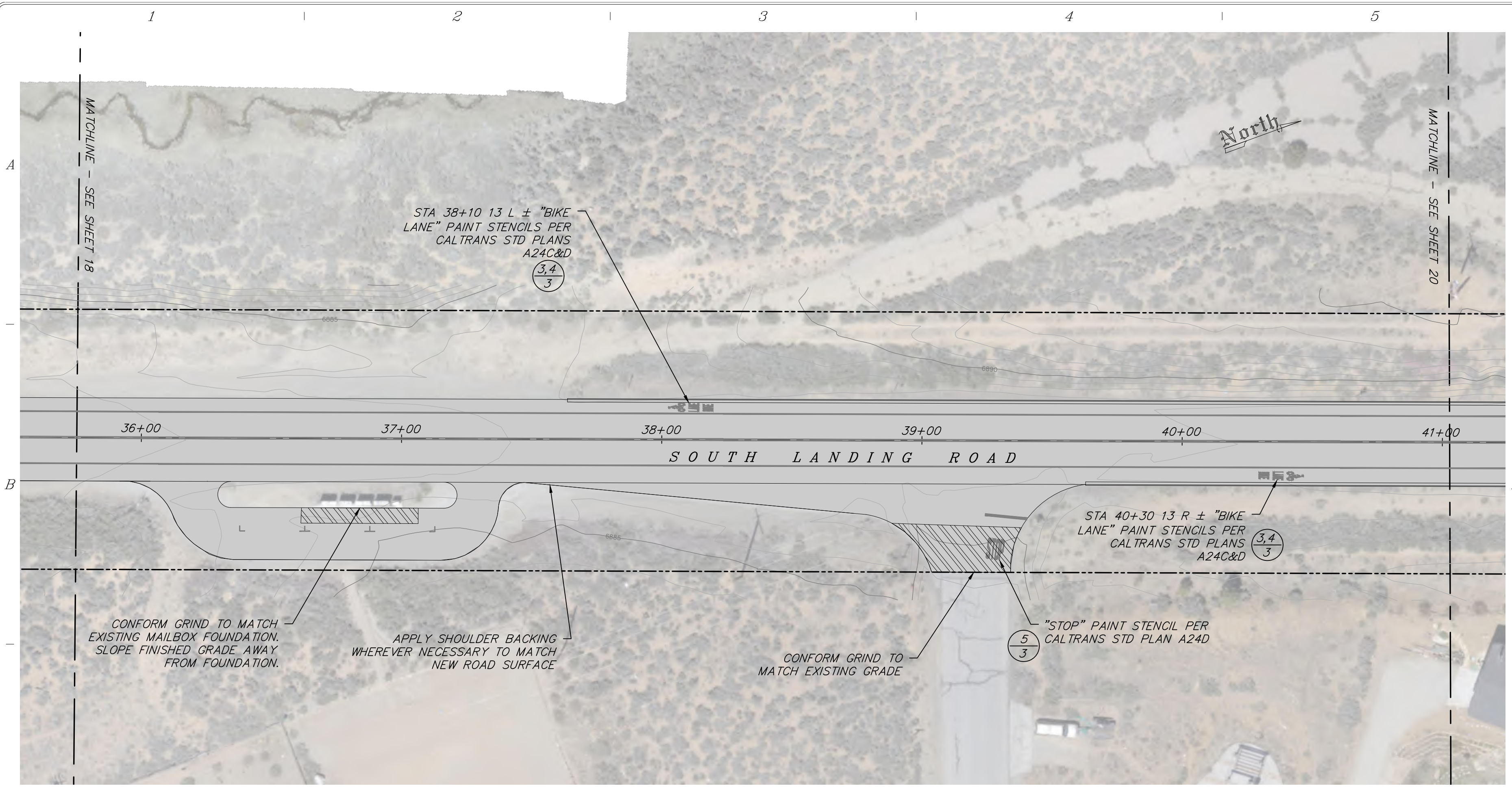
SHEET
17
 of 22



7/19/19 exp. 6/30/21

MONO COUNTY PUBLIC WORKS DEPARTMENT
 74 N. SCHOOL ST., P.O. BOX 457, BRIDGEPORT, CA. 93517 PH: (760) 932-5440
HACKNEY DRIVE AND SOUTH LANDING ROAD PROJECTS
 SOUTH LANDING ROAD - STATION 30+50 to 35+70
 Date: July 2019 Drawn: KWD Checked: GRH File: X:\COMMON\WORK\ROAD PROJECTS\SRP (REV) 2019 Projects\Hacking\Drawings\17 PSEET 18.dwg

SHEET
18
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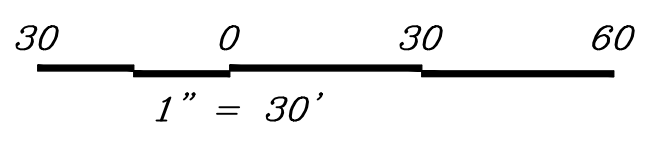
CONFORM GRIND TO MATCH EXISTING MAILBOX FOUNDATION. SLOPE FINISHED GRADE AWAY FROM FOUNDATION.

APPLY SHOULDER BACKING WHEREVER NECESSARY TO MATCH NEW ROAD SURFACE

CONFORM GRIND TO MATCH EXISTING GRADE

STA 40+30 13 R ± "BIKE LANE" PAINT STENCILS PER CALTRANS STD PLANS A24C&D

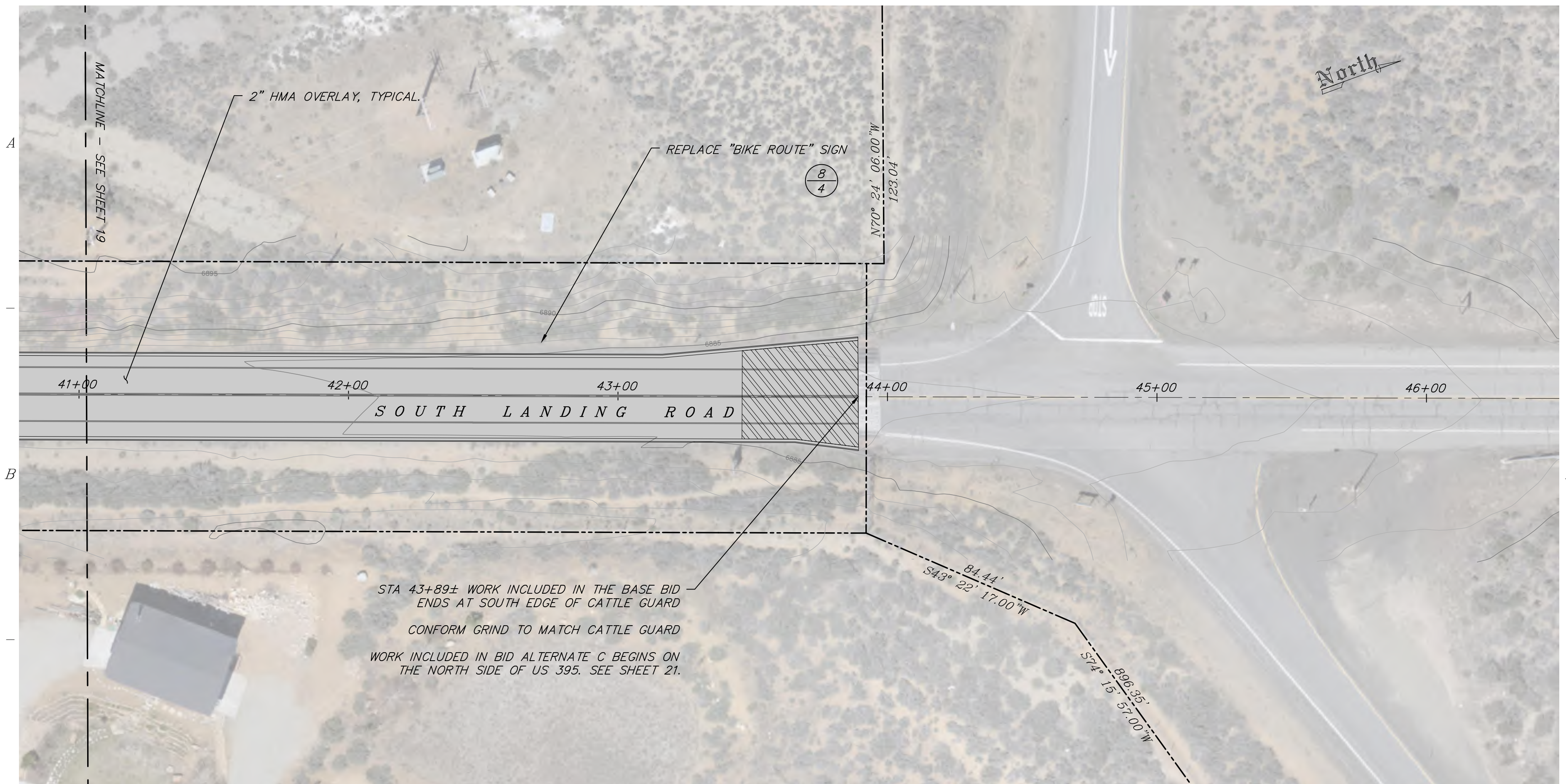
"STOP" PAINT STENCIL PER CALTRANS STD PLAN A24D



7/19/19
 73887
 REGISTERED PROFESSIONAL ENGINEER
 WILLIAM DODD
 CIVIL
 STATE OF CALIFORNIA
 exp. 6/30/21

MONO COUNTY PUBLIC WORKS DEPARTMENT
 74 N. SCHOOL ST., P.O. BOX 457, BRIDGEPORT, CA. 93517 PH: (760) 932-5440
 HACKNEY DRIVE AND SOUTH LANDING ROAD PROJECTS
 SOUTH LANDING ROAD - STATION 35+70 to 41+00
 Date: July 2019 Drawn: KWD Checked: GRH File: X:\COMMON\WORK\ROAD PROJECTS\SRP (REV) 2019 Projects\Hacking\Drawing 19 SHEET 19.plt

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MATCHLINE - SEE SHEET 19

2" HMA OVERLAY, TYPICAL.

REPLACE "BIKE ROUTE" SIGN

8
4

N70° 24' 06.00" W
123.04'

41+00 42+00 43+00 44+00 45+00 46+00

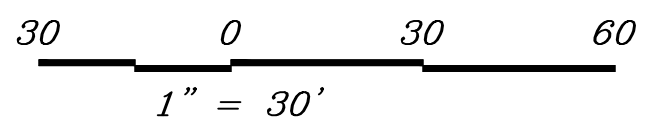
SOUTH LANDING ROAD

STA 43+89± WORK INCLUDED IN THE BASE BID
ENDS AT SOUTH EDGE OF CATTLE GUARD
CONFORM GRIND TO MATCH CATTLE GUARD
WORK INCLUDED IN BID ALTERNATE C BEGINS ON
THE NORTH SIDE OF US 395. SEE SHEET 21.

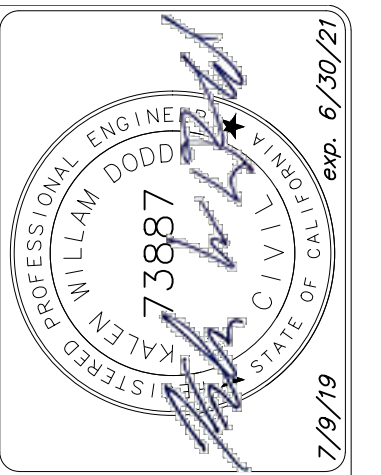
84.44'
S43° 22' 17.00" W

896.35'
S74° 15' 57.00" W

North



1 1 2 1 3 1 4 1 5



7/9/19 Exp. 6/30/21

MONO COUNTY PUBLIC WORKS DEPARTMENT

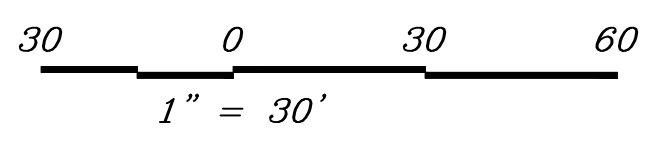
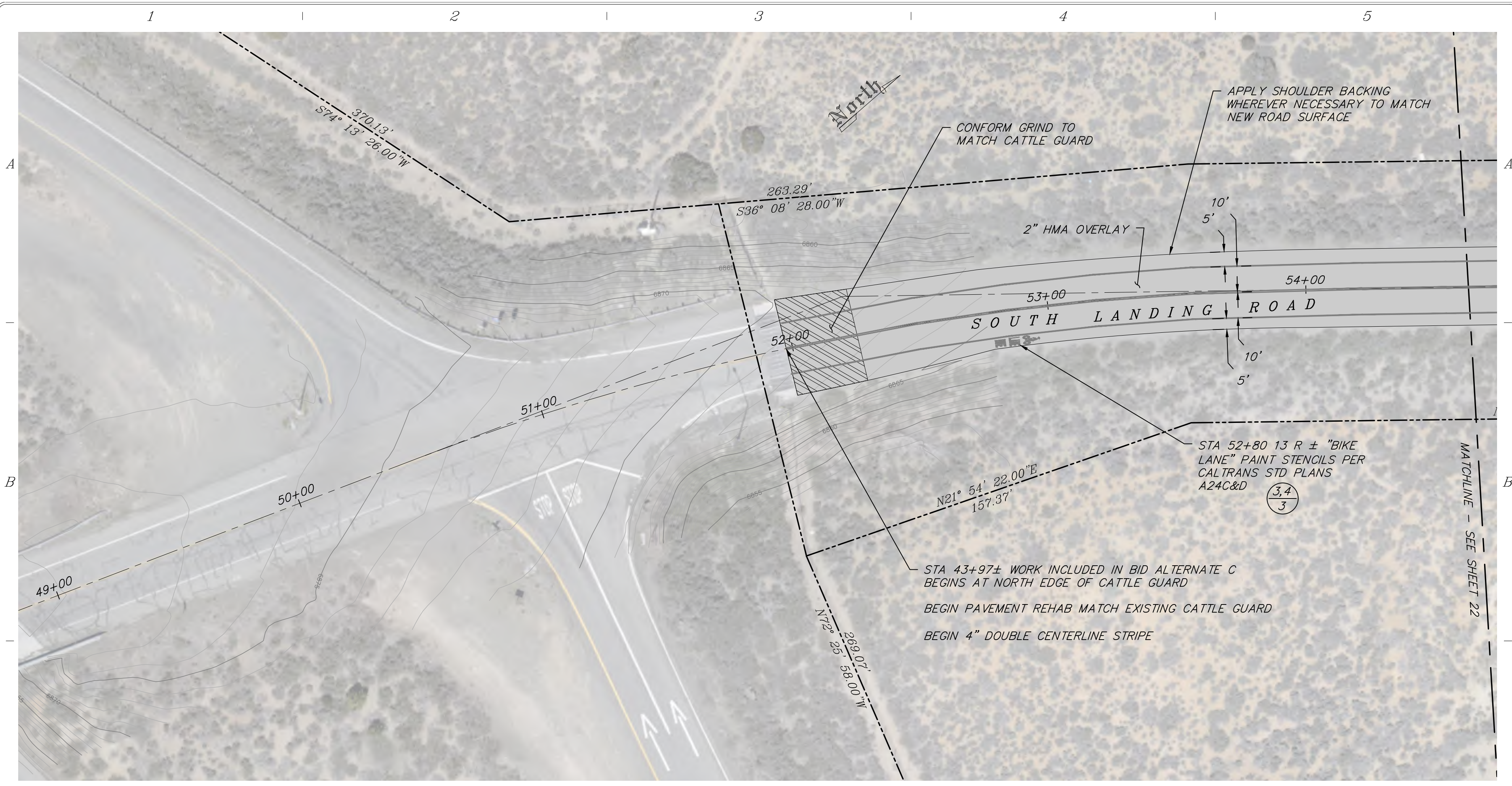
74 N. SCHOOL ST., P.O. BOX 457, BRIDGEPORT, CA. 93517 PH: (760) 932-5440

HACKNEY DRIVE AND SOUTH LANDING ROAD PROJECTS

SOUTH LANDING ROAD - STATION 41+00 TO 46+60

Date: July 2019 Drawn: KWD Checked: GRH File: X:\COMMON\WORK\ROAD PROJECTS\SRP (REV) 2019 Projects\Hacking\Drawing 17.PDF (17) Plans CAD (SouthLanding.dwg)

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of 22

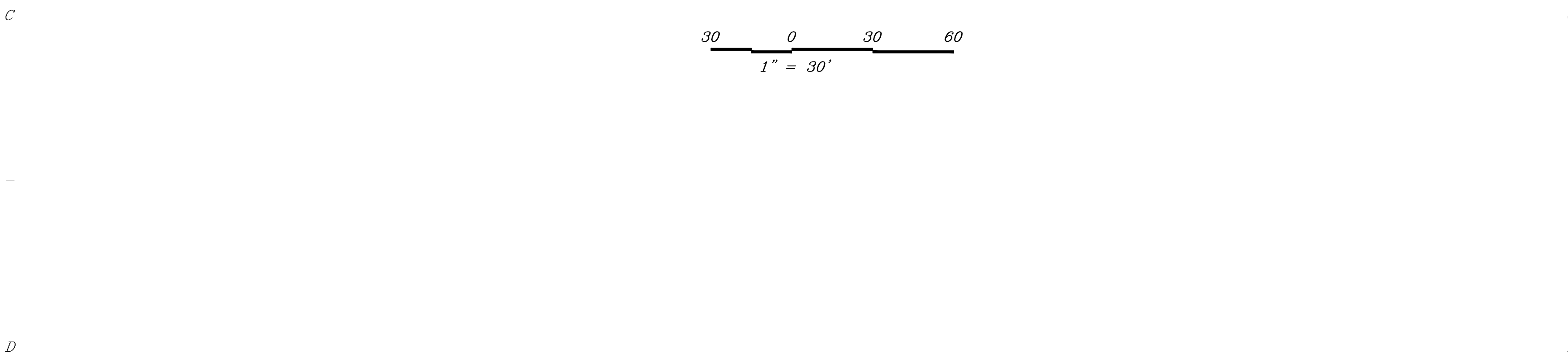
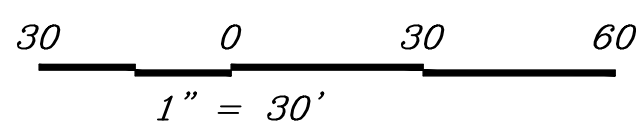
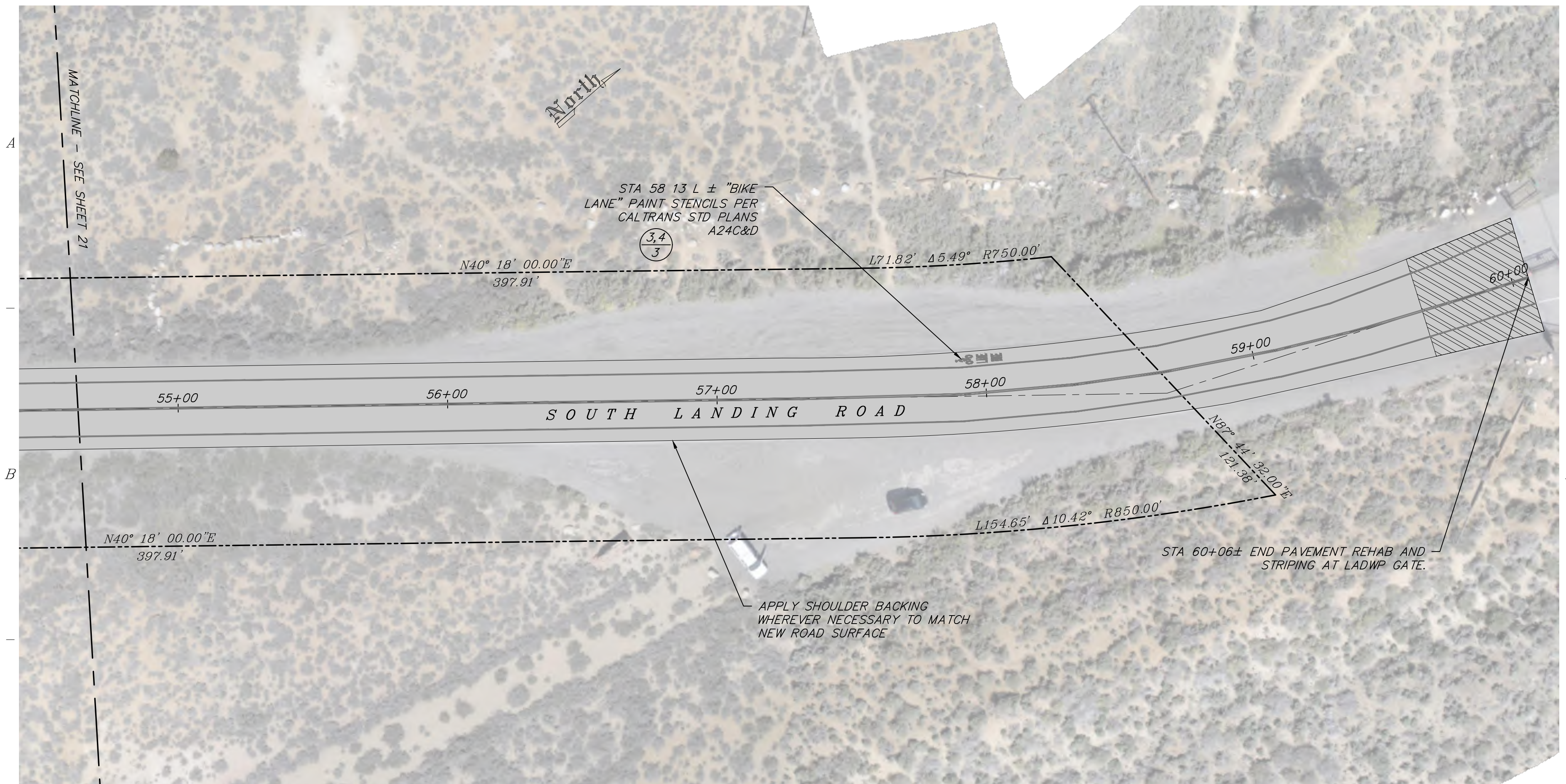


REGISTERED PROFESSIONAL ENGINEER
 WILLIAM DODD
 73887
 CIVIL
 STATE OF CALIFORNIA
 exp. 6/30/21
 7/9/19

MONO COUNTY PUBLIC WORKS DEPARTMENT
 74 N. SCHOOL ST., P.O. BOX 457, BRIDGEPORT, CA. 93517 PH: (760) 932-5440
HACKNEY DRIVE AND SOUTH LANDING ROAD PROJECTS
 BID ALTERNATE "C" SOUTH LANDING ROAD - STATION 52+00 TO 55+50
 Date: July 2019 Drawn: KWD Checked: GRH File: X:\COMMON\WORK\ROAD PROJECTS\SR\ (REV) 1209 Projects\Hacking\Drawing P\PSSET\Y Plans CAD\SouthLanding.dwg

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7/19/19
 73887
 WILLIAM DODD
 REGISTERED PROFESSIONAL ENGINEER
 CIVIL
 STATE OF CALIFORNIA
 exp. 6/30/21

MONO COUNTY PUBLIC WORKS DEPARTMENT
 74 N. SCHOOL ST., P.O. BOX 457, BRIDGEPORT, CA. 93517 PH: (760) 932-5440
 HACKNEY DRIVE AND SOUTH LANDING ROAD PROJECTS
 BID ALTERNATE "C" SOUTH LANDING ROAD - STATION 55+50 TO 60+06
 Date: July 2019 Drawn: KWD Checked: GRH File: X:\COMMON\WORK\ROAD PROJECTS\SRP (REV) 2019 Projects\Hacking\Drawing 17 PSET 1 Plans CAD (SouthLanding.dwg)

SHEET
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OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 16, 2019

Departments: Health Department

TIME REQUIRED

SUBJECT County Medical Services Program
(CMSP) Health Systems
Development Grant

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed contract with County Medical Services Program Governing Board pertaining to the Health Systems Development Grant Program.

RECOMMENDED ACTION:

Approve County entry into proposed County Medical Services Program (CMSP) Health Systems Development Grant Program contract and authorize the Public Health Director to execute said contract on behalf of the County. Additionally, provide authorization for the Public Health Director to sign future amendments for the grant that shift funds between budget categories without changes to the grant allocation. Provide any desired direction to staff.

FISCAL IMPACT:

The is no fiscal impact to the General Fund. Mono County Health Department will receive \$300,000 over the contract period of 6/1/19 to 4/30/22.

CONTACT NAME: Sandra Pearce

PHONE/EMAIL: 760.924.1818 / spearce@mono.ca.gov

SEND COPIES TO:

Sandra Pearce

Kim Bunn

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[BOS Staff Report](#)

[CMSP Grant Contract](#)

History

Time	Who	Approval
7/12/2019 9:36 AM	County Administrative Office	Yes
7/9/2019 10:06 AM	County Counsel	Yes
7/10/2019 2:25 PM	Finance	Yes



MONO COUNTY HEALTH DEPARTMENT

Public Health

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

DATE: July 16, 2019
TO: Honorable Board of Supervisors
FROM: Sandra Pearce, Public Health Director
SUBJECT: County Medical Services Program (CMSP) Health Systems Development Grant

Recommendation:

Approve County entry into proposed County Medical Services Program (CMSP) Health Systems Development Grant contract and authorize the Public Health Director to execute said contract on behalf of the County. Additionally, provide authorization for the Public Health Director to sign future amendments for the grant that shift funds between budget categories without changes to the grant allocation. Provide any desired direction to staff.

Discussion:

The Mono County Health Department was awarded the Health Systems Development Grant by the CMSP Governing Board in order to:

- Establish and maintain an Addiction Task Force.
- Organize and promote ongoing training/education for staff and partnering agencies on a range of substance use related topics/issues.
- Provide community education and outreach on substance use related issues, such as harm reduction, resources, and linkage to care.
- Establish and maintain policies and procedures for coordinating services, improving linkages to care and creating a cohesive system.

These objectives align with grant goals to strengthen the overall healthcare delivery system, expand access to healthcare, and coordinate care provision for Mono County residents who are eligible or potentially eligible for CMSP or receiving publicly funded health coverage. Additionally, these objectives align with Mono County's 2018-2019 Strategic Priorities and Mono County Health Department's 2018-2023 Strategic Plan by improving public health and safety through addressing the opioid crisis and substance abuse, enhancing quality of life for county residents through improving public health, behavioral health, and social services programs, and supporting the county workforce by investing resources and training to enhance staff performance and professional development.

The Public Health Officer will coordinate the Addictions Task Force, however success is dependent on the collaboration of Health Department staff and key community stakeholders. Partnering agencies and health care organizations critical to the success of this project include, but are not limited to Mammoth Hospital, Toiyabe Indian Health Clinic, Mono County Behavioral Health, Mono County Emergency Medical Services, Mono County Fire Departments, Mono County Social Services, Mono County Sheriff's Department, Mono County Probation, and Mammoth Lakes Police Department.

Fiscal Impact:

There is no fiscal impact to the County General Fund.

Mono County Health Department will receive \$300,000 over the contract period of 6/1/19 to 4/30/22.

For questions about this item, please call Dr. Tom Boo at (760) 924-1828 or Sandra Pearce at (760) 924-1818.

Submitted by:

A handwritten signature in black ink that reads "S Pearce". The signature is written in a cursive, flowing style.

Sandra Pearce, Public Health Director

AGREEMENT FOR
COUNTY MEDICAL SERVICES PROGRAM GOVERNING BOARD

HEALTH SYSTEMS DEVELOPMENT GRANT PROGRAM

between

**COUNTY MEDICAL SERVICES PROGRAM
GOVERNING BOARD
("Board")**

and

**MONO COUNTY HEALTH DEPARTMENT
("Grantee")**

Effective as of:
June 1, 2019

AGREEMENT

COUNTY MEDICAL SERVICES PROGRAM HEALTH SYSTEMS DEVELOPMENT GRANT PROGRAM

FUNDING GRANT

This agreement ("Agreement") is by and between the County Medical Services Program Governing Board ("Board") and the lead agency listed on Exhibit A ("Grantee").

A. The Board approved the funding of the Health Systems Development Grant Program (the "Grant Program") in participating County Medical Services Program ("CMSP") counties in accordance with the terms of its Request for Proposals for the CMSP Health Systems Development Grant Program in the form attached as Exhibit B ("RFP").

B. Grantee submitted an Application ("Application") for the CMSP Health Systems Development Grant Program in the form attached as Exhibit C (the "Project"). The Project is a grant project ("Grant Project").

C. Subject to the availability of Board funds, the Board desires to award funds to the Grantee for performance of the Project.

The Board and Grantee agree as follows:

1. Project. Grantee shall perform the Project in accordance with the terms of the RFP and the Application. Should there be a conflict between the RFP and the Application, the RFP shall control unless otherwise specified in this Agreement.

2. Grant Funds.

A. Payment. Subject to the availability of Board funds, the Board shall pay Grantee the amounts in the time periods specified in Exhibit A ("Grant Funds") within thirty (30) calendar days of the Board's receipt of an invoice from Grantee for a Grant Project, as described in Exhibit A. Neither the Board nor CMSP shall be responsible for funding additional Project costs, any future CMSP Health Systems Development Grant Program or services provided outside the scope of the Grant Program.

B. Refund. If Grantee does not spend the entire Grant Funds for performance of the Project within the term of this Agreement, then Grantee shall immediately refund to the Board any unused Grant Funds.

C. Possible Reduction in Amount. The Board may, within its sole discretion, reduce any Grant Funds that have not yet been paid by the Board to Grantee if Grantee does not demonstrate compliance with the use of Grant Funds as set forth in Section 2.D, below. The Board's determination of a reduction, if any, of Grant Funds shall be final.

D. Use of Grant Funds. As a condition of receiving the Grant Funds, Grantee shall use the Grant Funds solely for the purpose of performance of the Project, and shall not use the Grant Funds to fund Grantee's administrative and/or overhead costs; provided, however, an amount of the Grant Funds equal to or less than fifteen percent (15%) of the total Project expenditures may be used to fund Grantee's administrative and/or overhead expenses directly attributed to the Project. Grantee shall provide Board with reasonable proof that Grantee has dedicated the Grant Funds to the Project. Grantee shall refund to the Board any Grant Funds not fully dedicated to the Project.

E. Annual Expenditure Reports. The Grantee shall provide the Board with annual expenditure reports documenting the use of Grant Funds in a form as determined by the Board. Such annual expenditure reports shall contain, at a minimum, the information described in Section 7.C of this Agreement.

F. Matching Funds and In Kind Match. The Grantee is not required to provide dedicated matching funds; however, the Grantee is required to provide an in kind match of a minimum of twenty percent (20%) of the Grant Funds as a means of demonstrating the commitment of the Grantee and participating (partnering) agencies to implement the strategies and/or services being developed with the Grant Funds. Such in kind match (or alternatively, matching fund of a minimum of twenty percent (20%) of the Grant Funds) may be provided solely by the Grantee or through a combination of funding sources.

3. Grantee Data Sheet. Grantee shall complete and execute the Grantee Data Sheet attached as Exhibit D ("Grantee Data Sheet"). Board may, within its sole discretion, demand repayment of any Grant Funds from Grantee should any of the information contained on the Grantee Data Sheet not be true, correct or complete.

4. Board's Ownership of Personal Property. If Grantee's Application anticipates the purchase of personal property such as computer equipment or computer software with Grant Funds, then this personal property shall be purchased in Grantee's name and shall be dedicated exclusively to the Grantee's health care or administrative purposes. If the personal property will no longer be used exclusively for the Grantee's health care or administrative purposes, then Grantee shall, immediately upon the change of use, pay to the Board the fair market value of the personal property at the time of the change of use. After this payment, Grantee may either keep or dispose of the personal property. Grantee shall list all personal property to be purchased with Grant Funds on Exhibit A. This paragraph 4 shall survive the termination or expiration of this Agreement.

5. Authorization. Grantee represents and warrants that this Agreement has been duly authorized by Grantee's governing board, and the person executing this Agreement is duly authorized by Grantee's governing board to execute this Agreement on Grantee's behalf.

6. Data and Project Evaluation. Grantee shall collect Project data and conduct a Project evaluation. Grantee shall report data and evaluation findings to the Board as part of the Progress and Final Reporting set forth in Section 7, below. The Grantee shall not submit any protected health information ("PHI") to the Board. The Board reserves the right to hire an external Grant Program evaluator to conduct an evaluation of the Project ("Grant Program

Evaluator"). The Grantee may be required to participate in one or more interviews with the Grant Program Evaluator, have a minimum of one (1) representative participate in quarterly web-based technical assistance meetings, and participate in surveys with the Grant Program Evaluator as determined by the Board. Grantee shall maintain and provide the Board with reasonable access to such records for a period of at least four (4) years from the date of expiration of this Agreement. Grantee shall cooperate fully with the Board, its agents and contractors, including but not limited to the Grant Program Evaluator, and provide information to any such contractor in a timely manner. The Board may, within its sole discretion, terminate this Agreement at any time and suspend and/or discontinue payment of any Grant Funds if Grantee does not satisfactorily meet data collection and reporting requirements as set forth herein and in the RFP.

7. Progress and Final Reporting.

A. Notification of Project Changes. Grantee shall notify the Board of any proposed substantial changes to the Project's components. The Project's components shall include: (1) the Project plan; (2) the target population; (3) the structure and process for completing grant activities as outlined in the Application as set forth in Exhibit C; (4) the roles and responsibilities of all participating (partnering) agencies; (5) services provided; (6) key Grantee personnel; (7) the budget; and (8) timelines.

B. Biannual Progress Reports. Grantee shall submit five (5) biannual progress reports to the Board, and each should: (1) highlight the Project's key accomplishments, to date; (2) identify challenges and barriers encountered during the prior six (6) months; (3) describe what the Project has learned, to date, about the target population; and (4) compare Project progress to the Application, Implementation Work Plan as set forth in Exhibit C; and (5) provide an update on data collection and evaluation efforts as they related to the Application, Grant Project Goals and Outcome Reporting as set forth in Exhibit C. These five (5) biannual progress reports shall be due to the Board on the following dates: November 1, 2019; May 15, 2020, November 2, 2020, May 17, 2021, and November 1, 2021.

C. Annual Expenditure Reports. Grantee shall submit three (3) annual expenditure reports to the Board, each should: (1) compare budget expenditures to actual expenditures for the reporting year and provide an explanation for expenditures that deviate from the original budget; (2) detail total grant funds received and expended to date; and (3) detail any proposed budget modifications for the following grant year(s). These three (3) expenditure reports shall be due to the Board on the following dates: May 15, 2020, May 17, 2021, and June 29, 2022.

D. Final Report. Grantee shall submit a final report to the Board by June 29, 2022, that: (1) highlights the Project's key accomplishments; (2) identifies challenges and barriers encountered during the Project; (3) describes what the Project has learned about the target population; (4) reports the evaluation findings; and (5) thoroughly describes the Project's future activities following the Grant Program. The Board may, within its sole discretion, terminate this Agreement at any time and suspend and/or discontinue payment of any Grant Funds if Grantee does not satisfactorily meet reporting requirements as set forth herein and in the RFP.

8. Term. The term of this Agreement shall be from June 1, 2019, to September 30, 2022, unless otherwise extended in writing by mutual consent of the parties.

9. Termination. This Agreement may be terminated: (a) by mutual consent of the parties; (b) by either party upon thirty (30) days prior written notice of its intent to terminate; or, (c) by the Board immediately for Grantee's material failure to comply with the terms of this Agreement, including but not limited to the terms specified in paragraphs 6, 7 and 8. Upon termination or expiration of the term, Grantee shall immediately refund any unused Grant Funds to the Board, and shall provide the Board with copies of any records generated by Grantee in performance of the Project and pursuant to the terms of this Agreement.

10. Costs. If any legal action or arbitration or other proceeding is brought to enforce the terms of this Agreement or because of an alleged dispute, breach or default in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action, arbitration or proceeding in addition to any other relief to which it may be entitled.

11. Entire Agreement of the Parties. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings of the parties.

12. Waiver. To be effective, the waiver of any provision or the waiver of the breach of any provision of this Agreement must be set forth specifically in writing and signed by the giving party. Any such waiver shall not operate or be deemed to be a waiver of any prior or future breach of such provision or of any other provision.

13. No Third-Party Beneficiaries. The obligations created by this Agreement shall be enforceable only by the parties hereto, and no provision of this Agreement is intended to, nor shall it be construed to, create any rights for the benefit of or be enforceable by any third party, including but not limited to any CMSP client.

14. Notices. Notices or other communications affecting the terms of this Agreement shall be in writing and shall be served personally or transmitted by first-class mail, postage prepaid. Notices shall be deemed received at the earlier of actual receipt or if mailed in accordance herewith, on the third (3rd) business day after mailing. Notice shall be directed to the parties at the addresses listed on Exhibit A, but each party may change its address by written notice given in accordance with this Section.

15. Amendment. All amendments must be agreed to in writing by Board and Grantee.

16. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties to it and their respective successors and assigns. Notwithstanding the foregoing, Grantee may not assign any rights or delegate any duties hereunder without receiving the prior written consent of Board.

17. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed by the laws of the State of California.

18. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Dated effective June 1, 2019.

BOARD:
COUNTY MEDICAL SERVICES
PROGRAM GOVERNING BOARD

GRANTEE:
MONO COUNTY HEALTH DEPARTMENT

By: _____

By: _____

Kari Brownstein, Administrative Officer

Title: _____

Date: _____

Date: _____

EXHIBIT A

GRANTEE: MONO COUNTY HEALTH DEPARTMENT

GRANTEE'S PARTNERS UNDER CONTRACT¹

GRANT FUNDS:

Total Amount To Be Paid under Agreement: \$300,000.00

1. Amount to Be Paid Upon Execution of This Agreement (10%): \$30,000.00
2. Amount To Be Paid Following Receipt of First Biannual Report (anticipated to be 11/1/19) (16%): \$48,000.00
3. Amount To Be Paid Following Receipt of Second Biannual Report and Year 1 Expenditure Report (anticipated to be 5/15/20) (16%): \$48,000.00
4. Amount To Be Paid Following Receipt of Third Biannual Report (anticipated to be 11/2/20) (16%): \$48,000.00
5. Amount To Be Paid Following Receipt of Fourth Biannual Report and Year 2 Expenditure Report (anticipated to be 5/17/21) (16%): \$48,000.00
6. Amount To Be Paid Following Receipt of Fifth Biannual Report (anticipated to be 11/1/21) (16%): \$48,000.00
7. Amount To Be Paid Following Receipt of Final Grant Report and Year 3 Expenditure Report (anticipated to be 6/29/22) (10%): \$30,000.00

If Funds will be Used to Purchase Personal Property, List Personal Property to be Purchased:

¹ Attach copy of any contract.

NOTICES:

Board:

County Medical Services Program Governing Board

Attn: Alison Kellen, Program Manager

1545 River Park Drive, Suite 435

Sacramento, CA 95815

(916) 649-2631 Ext. 119

(916) 649-2606 (facsimile)

Grantee:

Mono County Health Department

Attn: Sandra Pearce

437 Old Mammoth Rd, Suite Q

Mammoth Lakes, CA 93546

760-924-1818

760-924-1831 (facsimile)

EXHIBIT B
REQUEST FOR PROPOSAL
BOARD'S REQUEST FOR PROPOSAL

REQUEST FOR PROPOSALS

CMSP Health Systems Development Grant Program

COUNTY MEDICAL SERVICES PROGRAM GOVERNING BOARD

I. ABOUT THE COUNTY MEDICAL SERVICES PROGRAM

The County Medical Services Program (CMSP) was established in January 1983, when California law transferred responsibility for providing health care services to indigent adults from the State of California to California counties. This law recognized that many smaller, rural counties were not in the position to assume this new responsibility. As a result, the law also provided counties with a population of 300,000 or fewer with the option of contracting back with the California Department of Health Services (DHS) to provide health care services to indigent adults. DHS utilized the administrative infrastructure of Medi-Cal's fee-for-service program to establish and administer the CMSP program.

In April 1995, California law was amended to establish the County Medical Services Program Governing Board (Governing Board). The CMSP Governing Board, composed of ten county officials and one ex-officio representative of the Secretary of the California Health and Human Services Agency, is authorized to set overall program and fiscal policy for CMSP. This law also authorized the Governing Board to contract with DHS or an alternative contractor to administer the program. Between 1995 and 2005 the Governing Board contracted with DHS to administer CMSP. Between 2005 and 2014, Anthem Blue Cross Life & Health (Anthem) administered CMSP medical, dental, and vision benefits. Today, Advanced Medical Management (AMM) administers CMSP medical, dental and vision benefits. MedImpact Healthcare Systems, Inc. (MedImpact) administers CMSP pharmacy benefits, which it has done since 2003.

Thirty-five counties throughout California now participate in CMSP: Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Imperial, Inyo, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Modoc, Mono, Napa, Nevada, Plumas, San Benito, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Tuolumne, Yolo and Yuba.

CMSP is funded by State Program Realignment revenue received by the CMSP Governing Board and county general purpose revenue provided in the form of County Participation Fees. CMSP members are medically indigent adults, ages 21 through 64, who meet all of CMSP's eligibility criteria and are not otherwise eligible for Medi-Cal or Covered California. Enrollment in CMSP is handled by county welfare departments located in the 35 participating counties. All CMSP members must be residents of a CMSP county and their incomes must be less than or equal to 300% of the Federal Poverty Level (based on net nonexempt income). Depending on individual

circumstances, CMSP members may have a share-of-cost (SOC). Enrollment terms for CMSP members are up to six months. At the end of the enrollment term, CMSP members must reapply for CMSP to continue eligibility for benefits.

II. ABOUT THE CMSP HEALTH SYSTEMS DEVELOPMENT GRANTS PROGRAM

With the CMSP Health Systems Development Grant Program, the CMSP Governing Board seeks to support local health care systems in CMSP counties develop and implement strategies to reduce barriers between health care providers and systems and promote collaboration and system linkages that facilitate effective delivery of health care services to enrolled CMSP members and potential CMSP members, and to additionally assist other persons receiving publicly funded health coverage.

Under the Program, applicants may seek one-time funding of up to \$300,000 over three years for development of health systems linkages across health care providers and/or across the health and behavioral health systems serving CMSP and potential CMSP members. Funding is intended to support activities that can be completed in a maximum of 36 months. Efforts funded by the grants must target persons eligible for or potentially eligible for CMSP, but may also additionally contribute to improvements for populations served by other publicly funded health care programs, such as Medi-Cal. Applicants may apply for grants for a county-wide strategy or a regional strategy that incorporates two or more CMSP counties.

Grants may support CMSP county-specific or multi-county efforts to:

- Expand access to care for primary care, specialty care and/or behavioral health services
- Coordinate and/or integrate health and behavioral health care service systems
- Strengthen the overall health care delivery system in the county across a range of health and behavioral health providers

Proposed activities may include items such as:

- **Planning activities:** organizational assessments; strategic planning; fund development; or communications/outreach.
- **Staff development/training:** relevant training for health care and behavioral health professionals.
- **Strategic relationships/collaboration:** technical assistance; consultant support; restructuring; development of interagency agreements; or business planning.
- **Internal operations:** improvements to financial management; development of evaluation systems and training; or facility planning.
- **Equipment improvements:** improving health care delivery capacity through upgrades to medical and/or dental equipment.

- **Technology improvements:** improving IT capacity through upgrades to hardware and software; networking; updating websites; and staff training to optimize use of technology.
- **Innovation activities:** pilot testing and evaluation of new health care delivery models or programs.

Awarded projects will be required to file five biannual reports and one Final Grant Report which shall address specified reporting on the strategies, collaborations, negotiated and executed agreements, and changes in service delivery that have resulted from Grant activities for enrolled CMSP members, potential CMSP members, and other persons receiving publicly funded health coverage. The Final Grant Report shall be due to the Governing Board within 60 days following the end of the Grant.

III. ELIGIBLE PROGRAM APPLICANTS

A. Lead Agency Applicant and Partner Requirements

Grant projects may be focused within one or more counties that participate in CMSP. The lead agency applicant must be either a CMSP county or a not-for-profit organization and must have the demonstrated capacity to bring together varied stakeholders within the county or region. The lead agency and all key project partners must be in good standing with the Governing Board. If the lead agency is a health care provider, that provider must be a contracting provider with the Governing Board. The lead agency must have support to submit the proposal from the County Board of Supervisors (in instances where the Lead Applicant is a county) or the organization's Board of Directors (in instances where the Lead Applicant is a not-for-profit organization).

Grant applications must have support from at least one local hospital and at least one primary care provider such as a clinic, private practice physician, or physician group, as demonstrated by Letters of Commitment/Support. Grant applications must also have support from at least two of the following CMSP County agencies or departments: Health/Public Health, Social Services/Welfare, Mental Health, and Drug and Alcohol Services, as demonstrated by Letters of Commitment/Support.

IV. HEALTH SYSTEMS DEVELOPMENT GRANT PROGRAM TIMELINE

The following tentative timeline shall guide the Grant program:

- 01/02/19: Grant Request for Proposals (RFP) Released
- 01/17/19: First RFP Assistance Teleconference at 9:30 AM
(888) 296-6500, participant code 738196
- 02/06/19: Second RFP Assistance Teleconference at 9:30 AM
(888) 296-6500, participant code 738196
- 03/01/19: Grant Applications due by 12:00 PM
- 04/04/19: Applications Reviewed and Approved
- 04/05/19: Awards Announced Via Letter

05/01/19: Grant Agreements Executed and Projects Begin
11/01/19: First Biannual Grant Report due
05/15/20: Second Biannual Grant Report and Year 1 Expenditure Report due
11/02/20: Third Biannual Grant Report due
05/17/21: Fourth Biannual Grant Report and Year 2 Expenditure Report due
11/01/21: Fifth Biannual Grant Report due
04/30/22: Grant Program Ends
06/29/22: Final Grant Report on Program Outcomes and Year 3 Expenditure Report due

V. FUNDING AWARDS – ALLOCATION METHODOLOGY

The Governing Board, within its sole discretion, may provide Grant funding to one or more applicants. As approved by the Governing Board on May 31, 2018, total funding for the Health Systems Development Grant Program is up to \$9 million over three years, and individual grant amounts shall not exceed \$300,000 over three years. The Governing Board shall have no obligation to provide Grant funding or continue to provide Grant funding at any time.

Following the Governing Board's approval of the applicant's Grant application, the successful applicant will receive an allocation, which shall be distributed as follows:

- 10% upon execution of the Grant Agreement
- 16% following receipt of First Biannual Report
- 16% following receipt of Second Biannual Report and Year 1 Expenditure Report
- 16% following receipt of Third Biannual Report
- 16% following receipt of Fourth Biannual Report and Year 2 Expenditure Report
- 16% following receipt of Fifth Biannual Report
- 10% following receipt of Final Grant Report and Year 3 Expenditure Report

Applicants receiving funding under the Grant program shall not be required to provide dedicated matching funds to receive the grant. However, applicants shall be required to provide an in-kind match of a minimum of 20% of the grant award as a means of demonstrating the commitment of the applicant and local partners to implementing the strategies and/or services being developed with grant funding.

Administrative and/or overhead expenses shall not exceed 15% of total Grant funded expenditures.

VI. FUNDING AWARDS – METHODOLOGY FOR REVIEW AND SCORING

The Governing Board shall have sole discretion on whether or not to award Grant funding for a proposed project. Project proposals shall be reviewed and scored to assure that the projects meet minimum standards for receipt of funding. Grant applications will be reviewed and scored based upon the following criteria:

- 1) Project Narrative (70% in total)
 - Statement of Need (10%)
 - Target Population (5%)
 - Proposed Project/ Approach (20%)
 - Capacity (10%)
 - Organization and Staffing (5%)
 - Project Implementation (20%)
- 2) Budget (15%)
- 3) Letters of Commitment/Support (15%)

The foregoing criteria are for general guidance only. If the Grant applications are scored, the scoring will be for guidance and informational purposes only. The Governing Board will award Grants based on the applications the Governing Board determines, in its sole discretion, are in the best interest of CMSP and the Governing Board.

Grant applications which, in the Governing Board's sole and absolute discretion, are deficient, are not competitive, are non-responsive, do not meet minimum standards or are otherwise lacking in one or more categories may be rejected without further consideration.

The grant application process is a competitive process and not all applications may be funded or funded in the amounts requested. All applications will be ranked in order of quality and potential impact for CMSP members and potential members. In order for the Governing Board to consider approving funding for a Grant application, the applicant's proposal must achieve a minimum score of 75% and the proposal must achieve a ranking, in comparison with all other submitted proposals, that merits funding approval.

VII. APPLICATION ASSISTANCE

A. RFP Assistance Teleconference Information

To assist potential applicants, Governing Board staff will conduct Health Systems Development Grant RFP teleconferences on 01/17/19 at 9:30 AM and repeated on 02/06/19 at 9:30 AM to present RFP requirements and answer questions. Applicants are encouraged to participate on a call and bring any questions they have regarding Grant requirements and the application process. The RFP assistance teleconferences can be accessed by dialing (888) 296-6500, participant code 738196.

B. Frequently Asked Questions (FAQ)

Once the Health Systems Development Grant application process gets underway, questions that are received by the Governing Board within the time period indicated by the Governing Board will be given written answers. These questions and answers will be organized into a Frequently Asked Questions (FAQ) document that will be posted on the Governing Board's website [here](#).

C. Grant Program Contact Information

Please direct any questions regarding the RFP to Laura Moyer, Program Analyst at lmoyer@cmspcounties.org or (916) 649-2631 ext. 110.

VIII. PROPOSAL FORMAT AND REQUIREMENTS

A. Application Cover Sheet

Using the *Attachment A* Excel spreadsheet available [here](#), please provide the county name or names if counties are acting jointly or the Not-for-Profit Organizations' name, requested and in-kind funding amounts, Primary Contact, Secondary Contact and Financial Officer contact information, confirm area(s) of focus, and complete the signature section.

B. Grant Project Summary (no longer than one page)

Describe the proposed project concisely, including its goals, objectives, overall approach, target population(s), key partnerships, anticipated outcomes, and deliverables.

C. Grant Project Narrative (no longer than five pages)

1. Clear Statement of Problem or Need Within Community

All projects should be based upon identified needs of the target population(s) within the community. Please describe the target population(s) to be served by your proposed project. Define the characteristics of the target population(s) and discuss how the proposed project will identify members of the target population(s). Include any background information relating to the proposed county or counties to be served, geographical location, unique features of the community, or other pertinent information that helps shape the target population's need within the community.

2. Local Health Care Delivery System Landscape

Describe how medical care is delivered within the proposed county or counties. Identify the main sources of care for the target population as well as strengths and existing challenges in the health care delivery system. Describe the Lead Applicant role and the roles of other counties, if acting jointly, as well as all key project partners' roles within the health care delivery system. Please describe any prior or current efforts to develop health systems linkages across health care providers and/or the health and behavioral health systems serving CMSP and other publically funded populations.

3. Description of Proposed Grant Project

Describe and discuss the proposed activities to be performed in the project. All activities should be incorporated into the Implementation Work Plan.

4. Organization and Staffing

Describe and demonstrate the Applicant's organizational capability to implement, operate, and evaluate the impact and effectiveness of the proposed project. Further, clearly delineate the roles and responsibilities of the Lead Applicant, the county, other counties if acting jointly, and key project partners.

5. Implementation Work Plan

This section should include a project Implementation Work Plan and timetable for completion of project activities.

D. Grant Project Goals and Outcome Reporting (no longer than two pages)

Please provide specific policy, program, organizational, service delivery, and/or financial goals that the project intends to accomplish during the Grant period. Describe what records or metrics the project intends to collect to assess the progress and success of the Grant efforts.

E. Budget and Budget Narrative (no longer than two pages)

Complete the Detail & Summary Budget Templates (See Attachments B1 and B2) and provide a brief budget narrative detailing all expense components that make up total operating expenses and the source(s) of in-kind and/or direct matching funding. As a reminder, applicant and/or partners must provide an in-kind match of a minimum of 20% of the grant award. These Budget Templates are available as an Excel spreadsheet for download [here](#).

As part of the budget narrative, describe all administrative costs and efforts to minimize use of project funds for administrative and overhead expenses. Please note: No project funding shall be used for administrative and/or overhead costs not directly attributed to the project. In addition, administrative and/or overhead expenses shall not exceed 15% of the total project expenditures.

F. Letters of Commitment and/or Support

Letters of Commitment and/or Support from key partners should be included and will be utilized in scoring (15%). Letters should describe the key partner's understanding of the proposed project and their organizations' role in the project.

Grant applications must have the support, as demonstrated by Letters of Commitment, from at least one local hospital and at least one primary care provider such as a clinic, private practice physician, or physician group; and, must have the demonstrated

support, as demonstrated by Letters of Commitment, from at least two of the following CMSP County agencies or departments: Health/Public Health, Social Services/Welfare, Mental Health, and Drug and Alcohol Services. Throughout the project, the lead agency shall make efforts to establish relationships and garner the support of additional community resources.

G. County Board of Supervisors or Board of Directors Approval

Documentation must be provided showing that the Grant application was approved by the County Board of Supervisors (in instances where the Lead Applicant is a county) or the organization's Board of Directors (in instances where the Lead Applicant is a not-for-profit organization).

H. Other Information

The Governing Board may request any other information that it deems in its sole discretion is necessary or useful in order to make the award. The Governing Board reserves the right to contact Applicants informally to receive additional information.

IX. APPLICATION INSTRUCTIONS

- A. All Grant applications must be complete at the time of submission and must follow the required format and use the forms and examples provided:
 - 1. The type font must be Arial, size 12 point.
 - 2. Text must appear on a single side of the page only.
 - 3. Assemble the application in the order and within the page number limits listed with the Proposal Format & Requirements sections.
 - 4. Clearly paginate each page.
- B. Applications transmitted by facsimile (fax) or e-mail will not be accepted.
- C. The application shall be signed by a person with the authority to legally obligate the Applicant.
- D. Provide one original hard-copy Grant application clearly marked original, and three hard-copies.
- E. Provide an electronic copy (flash drive or CD) of the following components of the application: 1) Application Cover Sheet (as an Excel Document), 2) Grant Project Summary (as a Word Document), 3) Grant Project Narrative (as a Word Document), 4) Detailed and Summary Budget (as an Excel Document), and 5) Grant Project Goals and Outcome Reporting (as a Word Document).
- F. Do not provide any materials that are not requested as the materials will not be considered by reviewers.

G. Folders and binders are not necessary or desired; please securely staple or clip the application in the upper left corner.

H. Grant applications must be received in the office no later than 12:00 PM on 03/01/19. Address all applications to:

CMSP Governing Board
ATTN: Laura Moyer, Program Analyst
1545 River Park Drive, Suite 435
Sacramento, CA 95815

X. GENERAL INFORMATION

A. All applications become the property of the Governing Board and will not be returned to the Applicant unless otherwise determined by the Governing Board in its sole discretion.

B. Any costs incurred by the responding Applicant for developing a proposal are the sole responsibility of the responding Applicant and the Governing Board shall have no obligation to compensate any responding Applicant for any costs incurred in responding to this RFP.

C. Proposals may remain confidential during this process only until such time as determined by the Governing Board in its sole discretion. Thereafter, all information submitted by a responding Applicant may be treated as a public record by the Governing Board. The Governing Board makes no guarantee that any or all of a proposal will be kept confidential, even if the proposal is marked "confidential," "proprietary," etc.

D. The Governing Board reserves the right to do the following at any time, at the Governing Board's sole discretion:

1. Reject any and all applications, or cancel this RFP.
2. Waive or correct any minor or inadvertent defect, irregularity or technical error in any application.
3. Request that certain or all Applicants supplement or modify all or certain aspects of their respective applications or other materials submitted.
4. Modify the specifications or requirements for the Grant program in this RFP, or the required contents or format of the applications prior to the due date.
5. Extend the deadlines specified in this RFP, including the deadline for accepting applications.
6. Award, or not award, any amount of Grant funding to any Applicant.

EXHIBIT C
APPLICATION
GRANTEE'S APPLICATION

Original
with 4/29/19 revisions

APPLICATION COVER SHEET
CMSP Health Systems Development Grant Program

1. CMSP County, Counties, or Not-For-Profit Organization Included in the Project:

Mono County

2. Funding:

Requested Grant Amount (3-year total): \$300,000

In-Kind and/or Other Matching Funds Provided by Applicant: \$149,096

3. Lead Applicant:

Organization: Mono County Health Department Tax ID Number: 95-6005661

Applicant's Director or Chief Executive: Sandra Pearce

Title: Public Health Director

Applicant's Type of Entity (Specify county department or non-profit): Public Health

Address: 437 Old Mammoth Rd, Suite Q, P.O. Box 3329

City: Mammoth Lakes State: CA Zip Code: 93546 County: Mono

Telephone: 760-924-1818 Fax: 760-924-1831

Email address: spearce@mono.ca.gov

4. Primary Contact Person (Serves as lead contact person during the application process):

Name: Sandra Pearce

Title: Public Health Director

Organization: Mono County Health Department

Address: 437 Old Mammoth Rd, Suite Q, P.O. Box 3329

City: Mammoth Lakes State: CA Zip Code: 93546 County: Mono

Telephone: 760-924-1818 Fax: 760-924-1831

Email address: spearce@mono.ca.gov

5. Secondary Contact Person (Serves as alternate contact during the application process):

Name: Dr. Thomas Boo

Title: Public Health Officer

Organization: Mono County Health Department

Address: 437 Old Mammoth Rd, Suite Q, P.O. Box 3329

City: Mammoth Lakes State: CA Zip Code: 93546 County: Mono

Telephone: 760-924-1828 Fax: 760-924-1831

Email address: tboo@mono.ca.gov

6. Financial Officer (Serves as Fiscal representative for the project):

Name: Kimberly Bunn

Title: Administrative & Fiscal Officer

Organization: Mono County Health Department

Address: 37 Emigrant Street, PO Box 476

City: Bridgeport State: CA Zip Code: 93517 County: Mono

Telephone: 760-932-5587 Fax: 760-924-1831

Email address: kbunn@mono.ca.gov


7. Focus Area(s) (Check all that apply):

- Expand access to care for primary care, specialty care and/or behavioral health services
- Coordinate and/or integrate health and behavioral healthcare service systems
- Strengthen the overall health care delivery system in the county across a range of health and behavioral health providers

Agreement:

By submitting this application for CMSP Health Systems Development Grant Program, the applicant signifies acceptance of the applicant's responsibility to comply with all requirements stated in the Request for Proposals (RFP) authorized by the County Medical Services Program Governing Board (Governing Board). Further, the applicant understands that should the Governing Board award grant funding to the applicant, the Governing Board is not obligated to fund the grant until the applicant submits the correct and complete documents as required for the grant agreement; the Governing Board is otherwise satisfied that the applicant has fully met all Governing Board requirements for receipt of grant funding; and the grant agreement between the Governing Board and the applicant has been fully executed. The Governing Board shall have sole discretion on whether or not to award grant funding of any amount of the applicant.

I declare that I am the authorized representative of the applicant described herein. I further declare under penalty of perjury under the laws of the State of California that the information set forth in this Cover Sheet and the attached response to the CMSP Health Systems Development Grant Program is true and correct.

Signature:  **Date:** 2/19/19
Name: Sandra Pearce
Title: Public Health Director
Organization: Mono County Health Department
Address: 437 Old Mammoth Rd, Suite Q, P.O. Box 3329
City: Mammoth Lakes **State:** CA **Zip Code:** 93546 **County:** Mono
Telephone: 760-924-1830 **Fax:** 760-924-1831
Email address: spearce@mono.ca.gov

B. Grant Project Summary - Revised

Addiction is an important public health issue in the Eastern Sierra, and one that cuts across both physical and behavioral health systems, as well as the justice system and schools. Mono County and Town of Mammoth Lakes government agencies, along with Mammoth Hospital, Toiyabe Indian Health Project and other community partners, seek to more effectively address the harms of addiction to opioids and other harmful substances. The development and strengthening of harm reduction and addiction treatment services are shared goals, especially for Mono County residents who are eligible or potentially eligible for the County Medical Services Program (CMSP) or receiving publicly funded health coverage, as they experience greater challenges in accessing resources, treatment, and care. Progress is being made through informal collaborative efforts, but additional resources need to be invested in more formal collaboration, coordination, and policy development with multiple stakeholders through the creation of an Addiction Task Force. Mono County Health Department is requesting \$300,000 over a 3-year period to form the Mono County Addiction Task Force which will address substance abuse and reduce harm to residents, in addition to expanding professional training, public education, and policy development.

Opioid Use Disorder (OUD) is particularly lethal and Mono County organizations and agencies are working to ensure access to standard harm reduction services ranging from Naloxone distribution, medication-assisted treatment (MAT), substance abuse counselling, new syringes and accessories for people who inject drugs, and linking services together. Nevertheless, the population prevalence of alcohol, marijuana, methamphetamine and tobacco use, and addiction, are all higher than OUD in Mono County and the burden of disease of each of these is substantial. Due to Mono County's remote and geographically large landscape, harsh weather, and rural population, it is difficult for community members to receive comprehensive services and treatment for substance use. Mono County envisions a multi-faceted approach that increases community and institutional awareness, knowledge of addiction as a disease, ways to reduce harm and available treatment options, strengthening and expanding treatment resources, improvement of referral, coordination and collaboration between stakeholders, and strengthening policy and the legal environment.

Mono County's vision aligns with the CMPS grant goals to strengthen the overall healthcare delivery system, expand access to healthcare, and coordinate care provision for Mono County residents who are eligible or potentially eligible for CMSP or publicly funded health coverage. Additionally, these goals align with Mono County's 2018-2019 Strategic Priorities and Mono County Health Department's 2018-2023 Strategic Plan by improving public health and safety through addressing the opioid crisis and substance abuse; enhancing quality of life for county residents through improving public health, behavioral health, and social services programs; and supporting the county workforce by investing resources and training to enhance staff performance and professional development. The CMSP grant will enable Mono County to make progress towards these strategic priorities through the following objectives: 1) Establish and maintain an Addiction Task Force; 2) Organize and promote ongoing training/education for staff and partnering agencies on a range of substance use related topics/issues; 3) Provide community education and outreach on substance use related issues, such as harm reduction, resources, and linkage to care; and 4) Establish and maintain policies and procedures for coordinating services, improving linkages to care and creating a cohesive system. Mono County Health Department looks forward to the opportunity to provide workforce development activities, increase public awareness regarding addiction, and develop policies and procedures to coordinate services, reduce health care barriers and disparities, reduce duplication of work, and improve access and services to vulnerable populations struggling with substance use and addiction issues in the Eastern Sierra.

C. Project Narrative

1. Clear Statement of Problem or Need Within Community

Mono County is a remote, geographically large, mountainous, and sparsely populated frontier county. While these features are desirable for many community members, they also pose challenges for CMSP and Medi-Cal eligible populations and recipients. Mono County is located on the eastside of the Sierra Nevada mountain range and bordered by the state of Nevada to the north and east, and Inyo County to the south. It is 108 miles long and 38 miles wide, covering 3,044 square miles. With a population of approximately 14,168 residents, the County averages 4.6 people per square mile. Mono County is one of the highest counties in the United States, with many 13,000-14,000 foot high peaks in the Sierra and White Mountains. There are seven passes ranging in elevation from 7,000 to 9,945 feet that separate communities from each other as well as the rest of California. The elevations of the towns are all above 4,000 feet. Mammoth Lakes, the largest and highest town, is located at 7,880 feet. Winters last six to seven months and there is usually heavy snowfall between November and April. Highway 395 is the principal transportation artery, joining communities the length of the County. Route 6 connects eastern Mono County residents in the Tri-Valley area with Bishop in Inyo County and Tonopah in Nevada. Reno, Nevada can be reached in 1 ½ hour from northern Mono County, and 4 hours from southern Mono County. It is at least 3-5 hours by car to reach a moderately large city in California. Los Angeles is 4½ -6½ hour drive south, while Sacramento is a 3-5 hour drive northwest over the Sierra Nevada. For many county residents, the closest medical and behavioral health services are hours away.

Currently, there are no providers of MAT for OUD in Mono County, no syringe exchange programs, and Naloxone distribution is in the beginning stages of implementation. The Mono County jail does not conduct effective screening for opioid use and does not offer MAT or Naloxone at release, although there are preliminary plans to begin these services. We have substantial resource needs as we consider rolling out these services. The Mono County Health Department does not receive opioid or addiction funding to support this work, outside of tobacco-specific dollars. In addition to significant human resource costs related to the implementation and coordination of services related to addiction, there is an acute need for community education, staff training, and media outreach.

While overdose deaths have become the leading cause of accidental death in the United States, Mono County experienced one overdose death in 2018. In November 2018, the Mono County Public Health Officer issued a Health Order making opioid overdoses locally reportable, and so far in 2019, there has been one non-fatal opioid overdose. Additionally, Mono County Emergency Medical Services reported 11 responses for overdoses of various substances in 2017, 20 in 2018, and 4 in 2019. Currently, residents travel great distances north and south for Buprenorphine treatment, although the exact numbers are unknown due to uncoordinated systems. Anecdotally, patients report to local clinicians that heroin use is on the rise and the Health Department has seen an increase in reports of injection drug use. Individuals in outlying communities have expressed fear to Mono County Behavioral Health staff about their own addiction and risk of overdose due to the rural location and lack of services.

The Family Health Outcomes Project (FHOP) has provided data for the local Maternal, Child, and Adolescent Health (MCAH) 2018-2020 Needs Assessment, showing increasing rates of emergency department visits for substance use and mental illness in Mono County.

- Emergency department visits with a substance use diagnosis per 100,000 population age 15 to 24 in a calendar year: 783.5 in 2005 to 1,137.0 in 2015.

- Female emergency department visits with a substance use diagnosis per 100,000 population age 15 to 44 in a calendar year: rate of 321.6 in 2006/2007 to 912.9 in 2014/15.
- Emergency department visits with a mental health diagnosis per 100,000 population age 15 to 24 in a calendar year: rate of 2,007.8 in 2005 to 4,927.0 in 2015.

As OUD and addiction issues are concerning throughout Mono County, the Addiction Task Force would collaborate with other service providers such as Mono County Social Services, Mammoth Hospital, and Community Service Solutions to specifically target CMSP and Medi-Cal eligible populations. These service providers already provide outreach, enrollment, and education to CMSP and Medi-Cal eligible populations, and through collaboration, the Task Force will address these groups as target populations. As previously noted, Mono County is an extremely remote and rural area, which can lead to difficulty in accessing services. However, by identifying and reaching CMSP and Medi-Cal clients and eligible individuals, the Addiction Task Force can focus on linkage to services and care.

2. Local Health Care Delivery System Landscape

The town of Mammoth Lakes is the center for medical, behavioral, and public health services within Mono County. Mammoth Hospital, a public district hospital, is the main provider of medical care in the southern part of the county. Additionally, there is one independent, part-time solo practitioner physician in Mammoth Lakes. The only healthcare facility in northern Mono County is Toiyabe Indian Health Project's satellite clinic in Coleville/Walker. Both Mammoth Hospital and Toiyabe Indian Health Project are Medi-Cal and CMSP providers. Toiyabe has recently lost federal Health Resources and Services Administration (HRSA) funding support for this clinic but is hoping to continue providing clinical services.

About 58% of Mono County residents live in Mammoth Lakes, which has a high cost of living and is currently experiencing a housing crisis, making it difficult for low- and middle-income residents to reside where health care services are provided. For the 42% of residents who reside outside of Mammoth Lakes, distances, scarce or absent public transportation and severe winter weather often pose challenges in accessing behavioral and medical care. Mono County Behavioral Health and Public Health do engage in outreach to other parts of the County, providing limited services in smaller communities which are about 1-1.5 hours away. For some residents of this large, mountainous and sparsely populated county, Emergency Medical Services response time to a 911 call may be prolonged. In the context of the opioid epidemic, the importance of having naloxone in homes and social networks where people may be at risk is greater in rural areas such as in Mono County. To promote health equity, harm reduction and addiction service outreach efforts will be provided throughout the County.

Mono County Health Department, as the lead applicant, plays an active role in the County in identifying gaps in services and educational needs, and facilitating collaboration between partners. The Health Department has strong relationships with local stakeholders and currently leads the County's Nutrition & Physical Activity Task Force, Breastfeeding Task Force, Prevention Coalition, Local Oral Health Coalition, and Worksite Wellness Committee to address County needs. As such, it is appropriate for the Health Department to take the lead on the Addiction Task Force, with the Public Health Officer leading the coalition as the Addiction Task Force Coordinator. Key partners include, but are not limited to, Mammoth Hospital, Toiyabe Indian Health Clinic, Mono County Behavioral Health, Mono County Emergency Medical Services, Mono County Fire Departments, Mono County Social Services and Public Health Departments, Mono County Sheriff's Department, Mono County Probation, Mammoth Lakes Police Department, Mono County Behavioral Health Advisory Board, Community Service Solutions, and local school district and education partners.

The Mono County Public Health Officer is committed to addiction as a public health issue and to promoting and expanding collaborative approaches. He has a practice interest in addiction treatment and is responsible for the planning of a Mono County Naloxone Education and Distribution Program through a recent California Department of Public Health (CDPH) grant. He has been working with Mono County Behavioral Health and Mammoth Hospital to promote access to MAT for OUD and has made opioid overdose a locally reportable condition to the Mono County Health Department, with follow up outreach to survivors.

Mono County Behavioral Health and Public Health Departments are working closely together to develop a syringe exchange program with CDPH certification, which will be a unique harm reduction resource in this region of the state. The Mono County Sheriff's Department embraces harm reduction concepts and is participating in the Department of Health Care Services (DHCS)-funded Jail MAT Learning Collaborative, with engagement from Mono County Behavioral Health, Mono County Probation, Mono County Superior Court, and Mono County Public Health. We foresee a hospital role in providing MAT services in the correctional system, with obvious need for coordination, collaboration, and policy development. Currently, there are no prescribers of buprenorphine-based MAT in Mono County, which is an important service gap. While harm prevention and reduction programs are in the beginning stages of development, there is still a lack of formal collaborative policies across multiple agencies and providers.

3. Description of Proposed Grant Project

The first objective of the project is the establishment and maintenance of a Mono County Addiction Task Force. The Mono County Public Health Officer, as the Task Force Coordinator, will recruit key agencies and service providers to represent the diverse issue of substance abuse. The task force will establish a shared mission, vision, values, and organizational structure to increase its effectiveness. There will be regularly scheduled task force meetings, and evaluations and satisfaction surveys will be created to determine the progress of the group and allow for recommendations of future direction.

The second objective of the project is to organize and promote ongoing training and education for staff and partnering agencies on substance abuse topics. There is substantial need for education and training for Mono County agencies, hospital providers, and other community-based organizations. One educational topic that is especially important is reducing addiction stigma among the staff of healthcare facilities, County and Town agencies, and increasing addiction literacy among staff at many levels. Additional training topics include, but are not limited to, access to care issues, naloxone administration, harm reduction techniques, and health equity. Such trainings and educational opportunities will be ongoing, provided through multiple sources, including in-person training opportunities and web-based training. The Addiction Task Force will identify other addiction educational needs for service providers and develop strategies to fulfill these while also ensuring there is no duplication of efforts amongst the available resources.

The third objective of the project is to provide community education and outreach on substance use-related issues, such as harm reduction, resources and linkage to care. Just as it is important for local service providers to be informed on substance abuse issues, the same is true for local community members. The task force will adopt, adapt or develop culturally appropriate materials related to substance abuse to provide the public. These materials will be published in appropriate literacy levels and in both English and Spanish. Additionally, the task force will create a web page and social media account with information on prevention, harm reduction strategies, local resources, and treatment options. In developing community public awareness campaigns, key goals include reducing the public's stigma regarding substance abuse and providing current information regarding services. The task force will develop

evaluation plans to assess the effectiveness of the awareness efforts in order to modify and improve the campaigns.

The fourth objective of the project is to establish and maintain policies and procedures for coordinating services, improving linkages to care, and creating a cohesive system of County and local resources. With the creation and development of the Addiction Task Force, there will be better communication and identification of key substance abuse partners. The task force will strive to identify all local organizations, providers, and agencies that provide outreach, education, assessment, linkages to care, case management, delivery, and follow-up services. Once these services have been identified, the group will identify barriers to and gaps in care based upon provider and community input. By identifying current programs and processes, best practices and policies can be implemented to reduce barriers to and disparities in receiving care. By creating a unified system, more local data regarding substance abuse can be collected from all geographical and demographic areas. Additionally, during the grant program, the task force will assess the effectiveness of these policies to ensure lasting systems after the grant has ended.

There is ongoing need for advocacy, collaboration and partnerships related to addiction and substance use issues. We foresee the Mono County Addiction Task Force playing a key role in advocacy for a conducive policy environment and for comprehensive services. The same is true for our communities: in addition to making our residents aware of the resources that are available for addiction, we want to promote supportive, less judgmental thinking about addiction.

4. Organization and Staffing

The Mono County Public Health Officer will play a central role in the creation and coordination of the Mono County Addiction Task Force by serving as the Task Force Coordinator. Official duties as the Task Force Coordinator will include organizing and coordinating collaborating organizations for the task force, continued assessment of the overall health status and need of the public in relation to addiction and substance use, interfacing with organizations and the public to provide education on services, providing medical guidance as needed, and developing and implementing appropriate policies and procedures related to substance use and addiction. The task force will seek to optimize the use of limited resources by adopting common strategies, reducing duplication of services, enhancing communication efforts, and working towards shared objectives and goals. The grant will fund the Public Health Officer's work as Task Force Coordinator. Additional time contributions will be made by other Mono County Health Department staff, such as the Public Health Director, Public Health Fiscal Officer, Tobacco Control Program Coordinator, and Health Program Managers, which will be a part of the in-kind match. Key project partners will participate in the Mono County Addiction Task Force and assist the Public Health Officer in meeting the objectives of the project. These partners include Mammoth Hospital, Toiyabe Indian Health Clinic, Mono County Social Services, Behavioral Health, Emergency Medical Services, Sheriff's Office, and Probation, local Fire Departments, Mammoth Lakes Police Department. It is anticipated that these members will actively participate in meetings, educational opportunities, linkage to care strategies, and public awareness campaigns.

5. Implementation Work Plan - Revised

Objective 1: Establish and maintain an Addiction Task Force.	Completion date
Activity 1.1: Create an Addiction Task Force coordinated by the Public Health Officer/Task Force Coordinator.	11/01/2019
Activity 1.2: Recruit key organizations and members representing a diverse group of stakeholders to participate in the Addiction Task Force.	11/01/2019
Activity 1.3: Develop agenda and convene first meeting.	11/01/2019
Activity 1.4: Identify Mission, Vision, Shared Values and Structure of Addiction Task Force.	11/01/2019
Activity 1.5: Establish communication methods with Addiction Task Force members and a schedule of future meetings.	11/01/2019
Activity 1.6: Develop and implement evaluation for meetings and conduct satisfaction survey of members to determine progress, recommendations and future direction of the Addiction Task Force.	11/01/2019
Activity 1.7: Provide documentation to CMSP of Task Force Members, meeting agendas, minutes and schedule, and Task Force Mission, Vision, Values and Structure.	11/30/2019
Objective 2: Organize and promote ongoing training/education for staff and partnering agencies on a range of substance use related topics/issues.	
Activity 2.1: Identify or coordinate a wide variety of trainings such as webinars, in person trainings, videos, and demonstrations on substance use topics including, but not limited to, addiction stigma, access to care, harm reduction strategies, and health equity. Training and educational materials will be targeted to CMSP and Medi-Cal populations, and will include information on access to care, care coordination and referrals.	04/30/2020
Activity 2.2: Develop and implement evaluation for trainings and education for participants to provide feedback regarding training and future educational opportunities.	04/30/2020
Activity 2.3: Disseminate yearly educational and training opportunities to Addiction Task Force members and encourage member participation.	4/30/2020 04/30/2021 04/30/2022
Activity 2.4: Provide documentation to CMSP of yearly trainings provided and list of attendees. A summary of training evaluations will also be provided.	04/30/2020 04/30/2021 04/30/2022
Objective 3: Provide community education and outreach on substance use related issues, such as harm reduction, resources, and linkage to care.	
Activity 3.1: Adapt/develop materials on substance abuse issues to meet community literacy levels/languages/cultures. Materials will include information on access to services relevant to clients with CMSP and Medi-Cal and those who are eligible.	04/30/2021
Activity 3.2: Create an Addiction Task Force specific webpage and social media page to provide information regarding prevention, treatment, and resources.	04/30/2021

Activity 3.3: Conduct a community public awareness campaign on substance abuse issues, reducing stigma, access to care, and prevention. This campaign will target CMSP and Medi-Cal populations.	04/30/2021
Activity 3.4: Develop and implement evaluation plan to assess community feedback regarding educational and public awareness campaigns.	04/30/2021
Activity 3.5: Provide documentation to CMSP of website information, links, social media platforms, and outreach statistics.	04/30/2021
Activity 3.6: Provide documentation to CMSP of the public awareness campaign, public surveys, and results.	04/30/2021
Objective 4: Establish and maintain policies and procedures for coordinating services, improving linkages to care and creating a cohesive system, specifically targeting CMSP and Medi-Cal clients.	
Activity 4.1: Identify the role of partners – outreach, education, assessment, linkage, case management, delivery of services, and follow up.	04/30/2021
Activity 4.2: Identify barriers and gaps in substance abuse care.	04/30/2021
Activity 4.3 Identify current programs, processes, and best practices regarding substance abuse care, and determine activities for addressing barriers or gaps in services.	04/30/2021
Activity 4.4: With the collaboration of local partners, develop policies and interagency agreements to address barriers or gaps in services, including those specific to persons with CMSP, Medi-Cal and those potentially eligible for these programs.	04/30/2021
Activity 4.5: Identify qualitative indicators and develop an evaluation plan on the effectiveness of the system.	04/30/2021
Activity 4.6: Assess policies and evaluation plan to determine the sustainability of the system to promote lasting systems after grant has ended.	04/30/2022
Activity 4.7: Provide documentation to CMSP of policies and procedures that focus on collaboration, care coordination, prevention, linkages to care, referrals or case management, and the feedback from service providers and CMSP and Medi-Cal populations.	04/30/2022

D. Grant Project Goals and Outcome Reporting

Project Goal	Metric/Record
Development of a Mono County Addiction Task Force that includes at least one member from local law enforcement, one member from behavioral health, one member	This goal will be measured by providing a list of all task force members, what agency they represent, and signed participation agreements from each agency.

<p>from social services, one member from probation, and one member from a local healthcare organization.</p>	
<p>Throughout the grant program, the Mono County Addiction Task Force will meet a minimum of four times during each year during the grant period.</p>	<p>The mission, vision, and values of the task force will be provided. This goal will be measured by providing an attendance list, agenda, and evaluations from task force meetings.</p>
<p>The Mono County Addiction Task Force will provide a minimum of two trainings for service providers during each year of the grant project. These trainings must be related to substance use or abuse in Mono County.</p>	<p>This goal will be measured by providing a summary or copy of all trainings provided by the grant, and a list of participants. Additionally, evaluations of the trainings will be provided by task force members who participated. Depending on the training, conduct pre- and post-test surveys.</p>
<p>The Mono County Addiction Task Force will develop and maintain a webpage and social media account that includes local resources, harm reduction techniques, and educational materials. Inform public and professionals of web presence at outreach and educational events.</p>	<p>A link for the webpage and social media accounts will be provided. Additionally, views, outreach and hits will be tracked, and statistics will be provided.</p>
<p>The Mono County Addiction Task Force will conduct at least one public awareness campaign related to substance abuse for every year of the grant which aim to increase the communities' understanding and awareness of addiction issues by 10%.</p>	<p>Public awareness campaign copies and documents will be provided. Evaluation survey will be provided to at least 40 community members and results will be summarized and provided.</p>
<p>The Mono County Addiction Task Force will develop at least 3 policies or procedures that focus on collaborative care, prevention, linkages to care, referrals, or case management services, specifically targeting CMSP and Medi-Cal populations.</p>	<p>The effectiveness of these policies will be measured by patient feedback, provider feedback, and length of time for a patient to receive services. Additional policies will be provided if developed.</p>

E. Budget and Budget Narrative - Revised

Mono County Health Department is requesting \$300,000, and will provide \$149,096 in matching funds, for a total of \$449,096 over the 3-year grant period. The first grant objective is the establishment and maintenance of a Mono County Addiction Task Force. The Mono County Public Health Officer/Task Force Coordinator will recruit key agencies and service providers to represent the diverse issue of substance abuse. The task force will meet at least 4 times per year, establish a shared mission, vision, values, and organizational structure, and evaluations and satisfaction surveys will be created to determine the progress of the group and allow for recommendations of future direction.

The fourth grant objective of the project is to establish and maintain policies and procedures for coordinating services, improving linkages to care, and creating a cohesive system of County and local resources. The task force will strive to identify all local organizations, providers, and agencies that provide outreach, education, assessment, linkages to care, case management, delivery, and follow up services. Once these services have been identified, the group will identify barriers to and gaps in care based upon provider and community input. By identifying current programs and processes, best practice collaboratives, and policies can be implemented to reduce barriers to and disparities in receiving care. By creating a unified system, more local data regarding substance abuse can be collected from all geographical and demographic areas. Additionally, during the grant program, the task force will assess the effectiveness of these policies to ensure lasting systems after the grant has ended.

For objectives one and four, budgeted personnel expenses include salary and benefits for the Public Health Officer at a 0.35 FTE. Duties of the Public Health Officer/Task Force Coordinator will include organizing and coordinating collaborating organizations for the task force, continued assessment of the overall health status and need of the public in relation to addiction and substance use, interfacing with organizations and the public to provide education on services, providing medical guidance as needed, and developing and implementing appropriate policies and procedures related to substance use and addiction. The Health Officer/Task Force Coordinator will also be influential in the development, planning, and distribution of educational materials to service providers, and members of the public, specifically focusing on CMSP and Medi-Cal clients. Benefits comprise 14.65% of the total and include a 3% 401(a) contribution, 3% unemployment insurance, 6.2% Federal Insurance Contributions Act (FICA), 1% County paid State Disability Insurance, and 1.45% for Medicare. The in-kind contributions for each year are made up of Mono County Health Department staff time and include, but are not limited to, time spent attending task force meetings, coordinating trainings, outreach and education via social media, networking, organization of outreach events, syringe exchange program implementation efforts, Naloxone distribution policy development and execution, and outreach and education regarding Naloxone distribution and administration. In-kind staff time increases in year 2 and 3 by 2.5% to account for increases in salaries.

The second grant objective is to organize and promote ongoing training and education for staff and partnering agencies on substance abuse topics. There is substantial need for education and training for Mono County agencies, hospital providers, and other community-based organizations. One educational topic that is especially important is reducing addiction stigma among the staff of healthcare facilities, County and Town agencies, and increasing addiction literacy among staff at many levels. Additional training topics include, but are not limited to, access to care issues, naloxone administration, harm reduction techniques, and health equity. Such trainings and educational opportunities will be ongoing, provided through multiple sources, including in-person training opportunities and web-based training. The task force will identify other addiction educational needs for service providers and develop

strategies to fulfill these while also ensuring there is no duplication of efforts amongst the available resources.

The third grant objective is to provide community education and outreach on substance use-related issues, such as harm reduction, resources and linkage to care. Just as it is important for local service providers to be informed on substance abuse issues, the same is true for local community members. The task force will adopt, adapt or develop culturally appropriate materials related to substance abuse to provide the public. These materials will be published in appropriate literacy levels and in both English and Spanish. Additionally, the task force will create a web page and social media account with information on prevention, harm reduction strategies, local resources, and treatment options. In developing community public awareness campaigns, key goals include reducing the public's stigma regarding substance abuse and providing current information regarding services. The task force will develop evaluation plans to assess the effectiveness of the awareness efforts in order to modify and improve the campaigns.

Budgeted expenses for objectives two and three include funding for workforce development and community outreach. Contractual expenses include an annual regional training each year, inviting a guest speaker to educate professionals and/or community members on substance use topics. The expenses are estimated at 50 participants at each training event and include the cost of space rental, lunch at \$25/participant, consultant fees, as well as lodging, per diem, and potential airfare for the hired consultant. Planned contractual expenses also include funding to develop and pilot a short video production each year that will provide education to the community or professionals on key substance abuse issues. Videos will include local stakeholders and resources, and incorporate topics including correct Naloxone administration techniques, harm reduction strategies such as syringe exchange, and opioid overdose identification. As part of the efforts to conduct a community awareness campaign, the Health Department will contract with Eastern Sierra Marketing to develop and maintain a robust social media presence to increase awareness of addiction issues, available services, and harm reduction techniques.

Office expenses include budgeted funds to purchase minimal consumable office supplies, printing expenses for educational brochures to distribute as part of the public awareness campaign, and in-house printing costs associated with the development of materials on substance abuse to be distributed throughout the community and to partner agencies. As part of our endeavor to reach out to the more remote areas of Mono County the travel figures include in-County project related travel in the form of mileage reimbursement. Mileage reimbursement will be costed at the current IRS mileage rate. Also, as the opportunity arises to attend outside training, funding will allow for 1-2 Addiction Task Force members to attend one relevant training each year. Budgeted expenses will cover registration costs, lodging, per diem, parking, and mileage reimbursement.

Other expenses include budgeted funds for quarterly Addiction Task Force meeting participation incentives, community resource kits, and 15% of total budget for administrative and overhead expenses. Incentives will be offered in the form of food and refreshments provided at the task force meetings. Incentives are provided to participants to motivate and reinforce participation and involvement. The task force will also assemble 150 community resource kits each year. Administrative and overhead expenses are capped at 15% of the grant total. Administrative and overhead expenses include workers compensation insurance expenses, liability insurance expenses, and administrative staff time. A portion of the overhead costs will be contributed as in-kind as the allowed amount is not enough to fully cover the costs associated to achieve the program goals.

If Mono County Health Department is not awarded the CMSP grant, the Health Officer will continue to coordinate with local agencies on OUD and substance use related issues, but

Mono County Health Department will not establish an Addiction Task Force or coordinate the proposed projects. The Health Department does not receive any grants or allocations specifically designed for substance abuse work aside from Tobacco, despite this being a health priority. Barring the appearance of an Addiction Task Force Coordinator from another agency, the Health Department does not have adequate resources for the education, training, and development of substance use service coordination, outreach and education that the community needs.

Budget Template - Summary Budget - Revised 04/29/2019
CMSP Health Systems Development Grant Program

Applicant:

Mono County Public Health

3 Year Summary Budget Includes a summary of CMSP Funds, In-Kind Funds and Total Funds.

Category	CMSP Funding (Year 1)	In-Kind Funding (Year 1)	Total Funds (Year 1)
Personnel	43819	44030	87849
Contractual Services	29000	0	29000
Office Expenses	4520	0	4520
Travel	3660	0	3660
Equipment	0	0	0
Other	19001	4568	23569
TOTAL YEAR 1	100000	48598	148598

Category	CMSP Funding (Year 2)	In-Kind Funding (Year 2)	Total Funds (Year 2)
Personnel	43819	45131	88950
Contractual Services	29000	0	29000
Office Expenses	4520	0	4520
Travel	3660	0	3660
Equipment	0	0	0
Other	19001	4568	23569
TOTAL YEAR 2	100000	49699	149699

Category	CMSP Funding (Year 3)	In-Kind Funding (Year 3)	Total Funds (Year 3)
Personnel	43819	46232	90051
Contractual Services	29000	0	29000
Office Expenses	4520	0	4520
Travel	3660	0	3660
Equipment	0	0	0
Other	19001	4568	23569
TOTAL YEAR 3	100000	50800	150800
TOTAL PROJECT COST	300000	149096	449096

**Budget Template - Detail Budget
CMSP Health Systems Development Grant Program**

Applicant:

Mono County Public Health Department

3 Year Detail Budget

Breaks down planned CMSP fund expenditures in detail.

Category Item/Service	Qty (Year 1)	Cost (Year 1)	Qty (Year 2)	Cost (Year 2)	Qty (Year 3)	Cost (Year 3)	Total Cost
Personnel							
Addiction Task Force Coordinator	0.35 FTE	43819	0.35 FTE	43819	0.35 FTE	43819	131457
Contractual Services							
Activity 3.2 & 3.3 - Social Media Plan Design/Maint.	1 yr.	20000	1 yr.	20000	1 yr.	20000	60000
Activity 2.1 & 3.1 In House Training	1/yr.	6000	1/yr.	6000	1/yr.	6000	18000
Activity 2.1 & 3.1 - Video Production	1/yr.	3000	1/yr.	3000	1/yr.	3000	9000
Office Expenses							
Activity 3.1 & 3.2 - Duplication Expenses	4000 pages	480	4000 pages	480	4000 pages	480	1440
Activity 3.2 - Printing Expenses	2000 pages	3740	2000 pages	3740	2000 pages	3740	11220
Consumable office supplies	1 yr.	300	1 yr.	300	1 yr.	300	900
Travel							
Activity 2.2 - Two trainings per year, 2-3 travelers per training	1/yr.	2500	1/yr.	2500	1/yr.	2500	7500
In County project related travel	2000 miles/yr.	1160	2000 miles/yr.	1160	2000 miles/yr.	1160	3480
Equipment							
		0		0		0	0
Other							
Activity 1.3 to 1.6 - Quarterly meeting incentives	4 meetings	1000	4 meetings	1000	4 meetings	1000	3000
Activity 3.2 - Community Resource Kit	TBD	3001	TBD	3001	TBD	3001	9003
Administrative & Overhead Expenses	15%	15000	15%	15000	15%	15000	45000
TOTAL CMSP Funding		100000		100000		100000	300000



Office of the ... DEPARTMENT OF SOCIAL SERVICES

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

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CMSP Governing Board
1545 River Park Drive, Suite 435
Sacramento, California 95815

February 19, 2019

Re: CMSP Health Systems Development Grant Program Letter of Support

To the CMSP Governing Board,

My name is Kathryn Peterson, and I am the Director of Social Services for Mono County. The Mono County Health Department is applying to the Health Systems Development Grant Program to support the creation of an Addiction Task Force. Parental substance abuse is a key factor associated with children coming into the child welfare system; we regularly witness the devastating impacts that substance abuse and addiction have on the families we serve. Addiction is a complex issue that requires a multifaceted, communitywide response. The Social Services Department whole-heartedly supports this grant application to address this issue in Mono County.

The creation of an Addiction Task Force has long been discussed as a needed coalition in Mono County, and we are excited that the Health Department wants to take the lead through this grant opportunity. They will be a successful lead for this project, as they are able to bring together the healthcare providers, governmental agencies, and community-based organizations to create a cohesive network of services through the development of policies and interagency agreements.

The Department of Social Services is committed to serve on the Addiction Task Force, to participate in regional trainings to develop and train our workforce, inform the families we serve about educational and outreach opportunities for those who may be affected by substance use and addiction, and share new linkages to care developed through this project with those who experience challenges in accessing care in our remote environment.

Thank you for considering Mono County Health Department's application. We look forward to actively participating on the Mono County Addiction Task Force.

Sincerely,

Kathryn Peterson, MPH



MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT

COUNTY OF MONO

P. O. BOX 2619 MAMMOTH LAKES, CA 93546 (760) 924-1740 FAX: (760) 924-1741

CMSP Governing Board
1545 River Park Drive, Suite 435
Sacramento, CA 95815

February 18, 2019

Re: CMSP Health Systems Development Grant Program Letter of Support

To the CMSP Governing Board,

My name is Robin Roberts, and I am the Director for the department of Behavioral Health. The Mono County Health Department is submitting an application for the Health Systems Development Grant Program, of which our Behavioral Health department supports whole-heartedly. We see the devastating impacts that substance abuse and addiction have on all the communities that make up Mono County.

The creation of an Addiction Task Force has long been discussed as a needed coalition in Mono County, and we are very excited that the Health Department wants to take the lead through this grant opportunity. They will be a successful lead for this project, as they are able to bring together the healthcare providers, governmental agencies, schools, and community-based organizations to create a cohesive network of services through the development of policies and interagency agreements.

Mono County Behavioral Health is committed to serve on the Addiction Task Force, to help organize and participate in regional trainings to develop and train our workforce, and to reach out to clients/staff regarding educational and outreach opportunities for those who may be affected by substance use and addiction. Additionally, we will be able to share the resources and new linkages to care developed through this project with our clients who experience many challenges in accessing care in our remote environment. Thank you for considering Mono County Health Department's application, and I am hopeful that our Mono County Behavioral Health will be able to be an active participant on the Mono County Addiction Task Force soon.

Sincerely,

A handwritten signature in black ink, appearing to be "Robin K. Roberts", with the initials "MFT" written in a smaller font to the right of the signature.

Robin K. Roberts, MFT
Director
Mono County Behavioral Health
PO Box 2619
Mammoth Lakes, CA 93546
760-924-1740
rroberts@mono.ca.gov



2018 Press Ganey Guardian of Excellence Award Winner
2017 Hospital Quality Institute Award Winner

CMSP Governing Board
1545 River Park Drive, Suite 435
Sacramento, CA 95815

February 21, 2019

Re: CMSP Health Systems Development Grant Program Letter of Support

To the CMSP Governing Board,

I am a physician for the Southern Mono Healthcare District, DBA Mammoth Hospital and Clinics. The Mono County Health Department is submitting an application for the Health Systems Development Grant Program. I am writing in support of their grant application.

Every day I see the devastating impact that substance abuse and addiction have on my patients. Mono County needs an Addiction Task Force. I am glad to see the Mono County Health Department take the lead through this grant opportunity. I have worked with them many times over the past 15 years. They are able to bring together healthcare providers, governmental agencies, schools, and community-based organizations. They will create a regional network of services through the development of policies and interagency agreements.

The Southern Mono Healthcare District is committed to serving on the Addiction Task Force. We will participate in regional trainings to develop and train our workforce and will reach out to our patients. The grant will help our county create an outpatient MAT and substance abuse program with myself as one of the treating physicians. Additionally, we will be able to share the resources and new contacts developed through this project with our clients, who experience many challenges in accessing care in our remote environment.

Thank you for considering the Mono County Health Department's application. Be assured that the Southern Mono Healthcare District will be an active participant on the Mono County Addiction Task Force in the near future.

Sincerely,

Stephen A Swisher, MD
Emergency and MAT Physician
Southern Mono Healthcare District
Mammoth Lakes, CA 93546

Southern Mono Healthcare District

P.O. Box 660 | 85 Sierra Park Road | Mammoth Lakes, CA 93546 | 760.924.3311 | Fax 760.934.1832

www.mammothhospital.com

METICULOUS CARE * MEMORABLE PEOPLE * MAJESTIC LOCATION



*2018 Press Ganey Guardian of Excellence Award Winner
2017 Hospital Quality Institute Award Winner*

CMSP Governing Board
1545 River Park Drive, Suite 435
Sacramento, CA 95815

February 21, 2019

Re: CMSP Health Systems Development Grant Program Letter of Support

To the CMSP Governing Board,

My name is Tom Parker, and I am the CEO of the Southern Mono Healthcare District, DBA Mammoth Hospital and Clinics. The Mono County Health Department is submitting an application for the Health Systems Development Grant Program, which Mammoth Hospital whole-heartedly supports. We see the devastating impacts that substance abuse and addiction have on the members of our community every day.

The creation of an Addiction Task Force has long been discussed as a needed coalition in Mono County, and we are very excited that the Health Department wants to take the lead through this grant opportunity. They will be a successful lead for this project, as they are able to bring together the healthcare providers, governmental agencies, schools, and community-based organizations to create a cohesive network of services through the development of policies and interagency agreements.

Mammoth Hospital is committed to serve on the Addiction Task Force, to help organize and participate in regional trainings to develop and train our workforce, and to reach out to both our patient population and our staff regarding educational and outreach opportunities for those who may be affected by substance use and addiction. Additionally, we will be able to share the resources and new linkages to care developed through this project with our clients who experience many challenges in accessing care in our remote environment. Thank you for considering Mono County Health Department's application, and I am hopeful that our Mammoth Hospital will be able to be an active participant on the Mono County Addiction Task Force in the near future.

Sincerely,

Tom Parker
Chief Executive Officer
Southern Mono Healthcare District
Mammoth Lakes, CA 93546

Southern Mono Healthcare District

P.O. Box 660 | 85 Sierra Park Road | Mammoth Lakes, CA 93546 | 760.924.3311 | Fax 760.934.1832

www.mammothhospital.com

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**BOARD OF SUPERVISORS
COUNTY OF MONO
P.O. BOX 715, BRIDGEPORT, CA 93517**

*Shannon Kendall
760-932-5533
skendall@mono.ca.gov
Clerk of the Board*

**REGULAR MEETING of
February 19, 2019**

*Helen Nunn
760-932-5534
hnunn@mono.ca.gov
Assistant Clerk of the Board*

**MINUTE ORDER
M19-40
Agenda Item #7b**

TO: Public Health

**SUBJECT: County Medical Services Program (CMSP) Health
Systems Development Grant**

Approve Mono County Health Department's application for the County Medical Services Program (CMSP) Health Systems Development Grant and authorize the Public Health Director to be the signing authority for the grant application and grant contract, if awarded.

Stump moved; Gardner seconded

Vote: 4 yes; 0 no; 1 absent

M19-40

EXHIBIT D

**COUNTY MEDICAL SERVICES PROGRAM GOVERNING BOARD
GRANTEE DATA SHEET**

Grantee's Full Name:	MONO COUNTY HEALTH DEPARTMENT
Grantee's Address:	MONO COUNTY HEALTH DEPARTMENT P.O. BOX 3329 MAMMOTH LAKES, CA 93546
Grantee's Executive Director/CEO: (Name and Title)	Sandra Pearce Public Health Director
Grantee's Phone Number:	760-924-1818
Grantee's Fax Number:	760-924-1831
Grantee's Email Address:	spearce@mono.ca.gov
Grantee's Type of Entity: (List Nonprofit or Public)	Public
Grantee's Tax Id# [EIN]:	95-6005661

I declare that I am an authorized representative of the Grantee described in this Form. I further declare under penalty of perjury under the laws of the State of California that the information set forth in this Form is true and correct.

GRANTEE:

By: _____
Title: _____
Date: _____



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 16, 2019

Departments: Public Works - Solid Waste Division

TIME REQUIRED

SUBJECT Solid Waste Transfer Station
Operations Agreement

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approval of agreement with D&S Waste for services related to operation of County solid waste transfer stations.

RECOMMENDED ACTION:

Approve County entry into proposed agreement with D&S Waste and authorize Interim County Administrative Officer to execute said transfer station operations agreement on behalf of the County.

FISCAL IMPACT:

Approximately \$324,000 (plus any allowable CPI adjustments) per year through December 31, 2022, cost to the Solid Waste Enterprise Fund.

CONTACT NAME: Justin Nalder

PHONE/EMAIL: (760) 932-5453 / jnalder@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Agreement
<input type="checkbox"/> Original Agreement July 2011
<input type="checkbox"/> First Amendment June 2016
<input type="checkbox"/> Second Amendment June 2018

History

Time	Who	Approval
7/12/2019 9:38 AM	County Administrative Office	Yes
7/9/2019 4:16 PM	County Counsel	Yes
7/10/2019 2:19 PM	Finance	Yes



**MONO COUNTY
DEPARTMENT OF PUBLIC WORKS
SOLID WASTE DIVISION**

POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517
60.932.5440 • FAX 760.932.5441 • monopw@mono.ca.gov • www.monocounty.ca.gov

Date: July 16, 2019

To: Honorable Chair and Members of the Board of Supervisors

From: Justin Nalder, Solid Waste Superintendent

Subject: Agreement with D&S Waste for Operation of Mono County Transfer Stations

Recommended Action

Approve County entry into agreement with D&S Waste to continue the provision of transfer station operation services at the County's six solid waste transfer stations through December 31, 2022 and authorize Interim County Administrative Officer to execute said agreement on behalf of the County.

Fiscal Impact

Approximately \$324,000 (plus any allowable CPI adjustments) per year through December 31, 2022, to the Solid Waste Enterprise Fund.

Discussion

For the last eight (8) years, the County's solid waste transfer stations (specifically, the Benton Transfer Station, Bridgeport Transfer Station, Chalfant Transfer Station, Paradise Transfer Station, Pumice Valley Transfer Station, and Walker Transfer Station) have been operated under an existing agreement by D&S Waste. Since its execution in June 2011, the Transfer Station Operation Agreement (Agreement), has been amended twice: the First Amendment, executed on or about June 30, 2016, to extend the Agreement through June 30, 2018; and the Second Amendment, executed on or about June 15, 2018, to extend the Agreement through June 30, 2019. The Second Amendment provided only for a single-year extension to allow County and Solid Waste Division staff to evaluate whether a longer extension of the Agreement was appropriate given the closure of the Benton Crossing Landfill at the end of 2022.

The Agreement expired on June 30, 2019, and thus it is necessary to have an agreement in place for the continued provision of these transfer station operations services. Moreover, in view of anticipated but yet undetermined changes to the County's solid waste management program and infrastructure being driven by the closure of the Benton Crossing Landfill, staff has determined that it is in the best interest of the County and its citizens to continue to operate under the same terms and conditions as the 2011 Agreement (as amended) until the closure of Benton Crossing

Landfill at the end of 2022. Continuing to operate in accordance with the 2011 agreement with D&S Waste will avoid administrative costs and expenses and service interruptions to customers otherwise associated with changing contractors. Accordingly, at this juncture, it is a reasonable and effective way of managing the County's transfer station facilities and operations.

As the Board is aware, the County is currently performing a comprehensive review of its solid waste program, operations, services, etc. in anticipation of the closure of Benton Crossing Landfill. Evaluation of the Agreement for transfer station operation services is a part of that review, and the County intends to award a contract (if any) for these transfer station operation services through a future solicitation once the County determines the size and scope of its solid waste program following the closure of Benton Crossing Landfill.

If you have any questions regarding this item, please contact me at (760) 932-5453 or jnalder@mono.ca.gov.

Respectfully submitted,



Justin Nalder
Solid Waste Superintendent

Attachment: AGREEMENT BETWEEN THE COUNTY OF MONO AND D&S WASTE REMOVAL, INC. PROVIDING FOR THE CONTINUED OPERATION OF MONO COUNTY'S TRANSFER STATION FACILITIES

**AGREEMENT BETWEEN THE COUNTY OF MONO AND D&S WASTE REMOVAL, INC.
PROVIDING FOR THE CONTINUED OPERATION OF MONO COUNTY'S
TRANSFER STATION FACILITIES UNTIL DECEMBER 31, 2022**

This Agreement is entered into by and between the County of Mono ("County"), a political subdivision of the State of California, and D&S Waste Removal, Inc. ("Contractor") of Yerington, Nevada, for the purpose of providing for Contractor's continued operation of the County's transfer station pursuant to the same terms and conditions contained in the AGREEMENT BETWEEN THE COUNTY OF MONO AND D&S WASTE REMOVAL, INC. PROVIDING FOR THE OPERATION OF TRANSFER STATION FACILITIES ("Transfer Station Agreement") and all amendments thereto. County and Contractor are sometimes referred to herein collectively as the "Parties."

RECITALS

A. On or about July 1, 2011, the Parties entered into the Transfer Station Agreement providing for Contractor's operation and related management services of County's transfer station facilities. The Transfer Station Agreement is incorporated herein by this reference as though fully set forth in this Third Amendment.

B. The Transfer Station Agreement was developed in accordance with the County's existing waste management system and infrastructure, which includes the regional Benton Crossing Landfill. That landfill facility is scheduled to close no later than January 1, 2023, and County has engaged in initial efforts and activities related to closure planning. The close of Benton Crossing Landfill is expected to cause changes to how waste management services, including those covered by the Transfer Station Agreement, are provided by and within County.

C. Thereafter, on or about June 30, 2016, the Parties entered into the AGREEMENT AND FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE COUNTY OF MONO AND D & S WASTE REMOVAL, INC. PROVIDING FOR THE OPERATION OF TRANSFER STATION FACILITIES ("First Amendment") to, among other things, extend the Term of the Transfer Station Agreement through June 30, 2018; to clarify Contractor's responsibility to maintain certain facility roads, protect household hazardous waste storage containers, and submit certain monthly reports; and to delete certain liability and bonding requirements. The First Amendment is incorporated herein by this reference as though fully set forth in this Second Amendment.

D. Thereafter, on or about June 15, 2018, the Parties entered into the AGREEMENT AND SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE COUNTY OF MONO AND D & S WASTE REMOVAL, INC. PROVIDING FOR THE OPERATION OF TRANSFER STATION FACILITIES ("Second Amendment") to, among other things, extend the Term of the Transfer Station Agreement through June 30, 2019. The Second Amendment is incorporated herein by this reference as though fully set forth in this Third Amendment.

E. The Transfer Station Agreement, as amended by the First Amendment and the Second Amendment, continues to be a reasonable and effective way of operating and managing

County's transfer station facilities prior to the close of Benton Crossing Landfill. In view of anticipated but yet undetermined changes to County's solid waste management system and infrastructure, it is in the best interest of County and its citizens to continue Contractor's provision of those transfer station operation and management services as contemplated in this Third Amendment.

F. In light of the foregoing, the Parties mutually agree that Contractor shall continue to operate County's transfers stations in accordance with all of the terms and conditions of the Transfer Station Agreement, as amended previously by the First Amendment and Second Amendment, through December 31, 2022, to coincide with the closure of the Benton Crossing Landfill.

NOW, THEREFORE, the Parties agree as follows:

1. Contractor shall continue to operate Mono County's Benton Transfer Station, Bridgeport Transfer Station, Chalfant Transfer Station, Paradise Transfer Station, Pumice Valley Transfer Station and Walker Transfer Station until 11:59 PM, December 31, 2022, in accordance with all of the provisions of the Transfer Station Agreement, as amended by the First Amendment and the Second Amendment thereto, including all attachments and exhibits thereto, and as if such Agreement were in full force and effect.

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

IN WITNESS of the foregoing, the Parties have signed this Agreement through their duly authorized representatives, as set forth below:

COUNTY OF MONO:

By: _____
Name: David Wilbrecht
Title: Interim County Administrative Officer
Date: _____

CONTRACTOR:

By: _____
Name: Darrol Brown, President
Title: President
Firm: D & S Waste Removal, Inc.
Date: _____
Tax ID: 88-0189267

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

**AGREEMENT BETWEEN THE COUNTY OF MONO
AND D & S WASTE REMOVAL, INC.,
PROVIDING FOR THE OPERATION OF
TRANSFER STATION FACILITIES**

THIS AGREEMENT is made and entered into as of the 1st day of July, 2011 by and between the County of Mono (hereinafter "County"), a political subdivision of the State of California, and D & S Waste Removal, Inc. (hereinafter "Contractor"), a California corporation.

RECITALS

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (Act) and subsequent additions and amendments (codified as California Public Resources Code Section 40000 *et seq.*), has declared that it is within the public interest to authorize and require local agencies to make adequate provisions for solid waste handling within their jurisdictions; and

WHEREAS, the State of California found and declared that the amount of solid waste generated in California, coupled with diminishing landfill space and potential adverse environmental impacts from landfill Disposal, has created an urgent need for State and local agencies to enact and implement an aggressive integrated waste management program; and

WHEREAS, the Legislature of the State of California has, through enactment of the Act, directed all local agencies to promote and maximize the use of feasible resources for source reduction, waste diversion, and recycling options in order to reduce the amount of solid waste that must be disposed in landfills; and,

WHEREAS, the County of Mono concurs with the aforementioned findings and declarations of the State of California and, in addition, desires to properly manage the natural resources and preserve landfill space in the unincorporated areas of the County; and

WHEREAS, the County of Mono leases or owns and manages various solid waste management facilities, including sanitary landfills and transfer stations, throughout the unincorporated areas of the County; and,

WHEREAS, the Mono County Board of Supervisors finds that continued management of these facilities by the County is necessary for the general health, safety, and welfare of its citizens; and

WHEREAS, the County may from time to time consolidate, construct, expand, close, or otherwise modify such Solid Waste facilities, including sanitary landfills and transfer stations, necessary to meet the disposal needs in the County's jurisdiction; and

WHEREAS, the Mono County Board of Supervisors has determined that continued operation of transfer station facilities can be best accomplished through an Agreement with a qualified and experienced private enterprise specializing in solid waste operations; and

WHEREAS, on July 26, 2000, the Office of the State Attorney General issued Opinion No. 00-402 in which it definitively declared that operation of the County's transfer station facilities under contract does not constitute a public work under the prevailing wage provisions of the California Labor Code when waste is transported to a County-operated landfill; and

WHEREAS, the County proposes to enter into an Agreement with the Contractor for the operation of the transfer station facilities as described herein; and

WHEREAS, the Contractor represents it is qualified and willing to operate the transfer station facilities pursuant to this Agreement; and

WHEREAS, this Agreement (including all "Exhibits") shall represent the formal written agreement between the Parties for the performance of the work as specified herein, by the Contractor, on behalf of the County. To the extent that there are any inconsistencies between this Agreement and any prior statements, representations, or documents of any kind or nature used, prepared, or relied upon, this Agreement shall prevail; and

WHEREAS, this Agreement shall supersede any and all prior agreements by the Parties respecting the operation of Mono County transfer station facilities, whether written or oral, expressed or implied.

NOW, THEREFORE, intending to be legally bound, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

Unless the context otherwise requires, capitalized terms used in this Agreement shall have the meanings set forth in Chapter 12.02 of the Mono County Code, or as defined in applicable sections of this Agreement.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR

2.1 GENERAL

The Contractor, by acceptance of this Agreement, represents and warrants that:

A. Existence and Powers. The Contractor is duly organized and validly existing as a corporation under the laws of the State of California with full legal right and power to enter into and perform its obligations under this Agreement.

B. Contractor Authorization and Binding Obligation. The Contractor has the ability to enter into and perform its obligations under this Agreement. The Contractor or its authorized representative has taken all actions required by law and its governing documents to authorize the execution of this Agreement. The persons signing this Agreement on behalf of the Contractor warrant and represent that they have authority to do so. This Agreement constitutes the legal, valid, and binding obligation of the Contractor.

C. No Conflict. Neither the execution nor the delivery by the Contractor of this Agreement nor the performance by the Contractor of its obligations hereunder (1) conflicts with, violates, or results in a breach of any law or governmental regulation applicable to the Contractor; (2) conflicts with, violates, or results in a breach of any term or condition of any judgment, decree, agreement (including, without limitation, the certificate of incorporation of the Contractor), or instrument to which the Contractor is a party or by which the Contractor or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or

instrument; or, (3) will result in the creation or imposition of any encumbrance of any nature whatsoever upon any of the properties or assets of the Contractor.

D. No Litigation. There is no action, suit, or other proceeding as of the Signature Date of this Agreement, at law or in equity, or to the best of Contractor's knowledge, any investigation, before or by any court or governmental entity, pending or threatened against the Contractor which is likely to result in an unfavorable decision, ruling, or finding which would materially and adversely affect the validity or enforceability of this Agreement or any such agreement or instrument entered into by the Contractor in connection with the transactions contemplated hereby, or which could materially and adversely affect the ability of the Contractor to perform its obligations hereunder or which would have a material adverse effect on the financial condition of the Contractor or its parent company.

E. No Legal Prohibition. The Contractor has no knowledge of any Applicable Law in effect on the Signature Date which would prohibit the performance by the Contractor of this Agreement and the transactions contemplated hereby.

F. The Contractor's Investigation. The Contractor has made an independent investigation (satisfactory to it) of the conditions and circumstances surrounding the Agreement and the work to be performed by it. The Contractor has relied solely on its own investigation of the County, its facilities, and service needs in preparing its proposal and entering into this Agreement.

G. Information Supplied by the Contractor. The information supplied by the Contractor in all proposals and submittals made in connection with negotiation and execution of this Agreement and warranties made by the Contractor throughout this Agreement are true, accurate, correct and complete in all material respects on and as of the Effective Date of this Agreement.

H. Representatives of the Parties. The Contractor has designated in writing a responsible officer who shall serve as the representative of the Contractor in all daily operational matters related to the Agreement. The County may rely upon action taken by such designated representative as action of the Contractor.

ARTICLE 3

TERM OF AGREEMENT

3.1 TERM OF AGREEMENT

The Term of this Agreement shall commence at 12:01 am on the Effective Date of this Agreement (July 1, 2011), at which time contract operations by Contractor at the Benton Transfer Station, Bridgeport Transfer Station, Chalfant Transfer Station, Paradise Transfer Station, Pumice Valley Transfer Station, and Walker Transfer Station shall commence. The Term shall continue in force for a period of five (5) years from the start of contract operations and shall expire at 11:59 pm, June 30, 2016. The County may elect, at its sole option, to extend the Term of this Agreement for up to two additional periods of a length not exceeding two years each. The County, in its written notice to the Contractor extending the Term, may elect to extend the Term for a period of less than two years, but in such event the lesser period shall be specified in the County's notice. If the County elects either one or both of the extension options, the Contractor shall be bound to perform all Contractor obligations for the additional extension period described in the County's written notice extending the Term. The County shall give the Contractor a minimum of one-hundred eighty (180) days notice prior to the expiration date of the initial Term or, if applicable, the first extension option if the County elects to extend this Agreement.

ARTICLE 4

CONTRACTOR SCOPE OF SERVICES

4.1 GENERAL

For and in consideration of all sums to be paid to Contractor, Contractor agrees to comply with all terms and conditions as specified herein. The scope of work for this Agreement shall generally consist of the operation of the Benton, Bridgeport, Chalfant, Paradise, Pumice Valley, and Walker transfer stations (the "Facilities") and the transfer of Solid Waste and Diverted Materials delivered to those Facilities in accordance with Title 14, CCR, Sections 17407.1 through 17414.1, *et seq.*, and with the provisions set forth in this Agreement (the "Services"). The work to be done by Contractor pursuant to this Agreement shall include the furnishing of all labor, supervision, equipment, tools, materials, supplies, transportation, fuel, and all other items necessary to perform the Services required. The enumeration of, and specification of requirements for, particular items of labor or equipment shall not relieve Contractor of the duty to furnish all others, as may be required, whether enumerated or not.

Work completed by Contractor pursuant to this Agreement shall be accomplished in a thorough, professional, and workmanlike manner so that the Facilities are provided with efficient, reliable, organized, and high-quality operations at all times. The enumeration of, and specification of requirements for, particular aspects of service quality shall not relieve Contractor of the duty of accomplishing all other aspects in the manner provided in this Agreement, whether such other aspects are enumerated or not.

All Services provided by Contractor at the County's request under this Agreement shall be performed in a manner consistent with any and all applicable Federal, State, and County statutes, codes, ordinances, resolutions, regulations, and leases, as now existing or as they may be later adopted, modified, or amended, and shall further comply with all approved permits, licenses, certifications, or other authorizations applicable to the Services. Contractor shall comply with applicable provisions of existing and future regulatory permits, including but not limited to any applicable land use permits, Waste Discharge Requirements, and Solid Waste Facilities Permits. In addition, Contractor shall comply with the provisions, conditions, and requirements of all operating plans and procedures, all future operating plans and procedures, and other documents for each Facility hereafter approved or adopted by the County. Contractor shall be solely responsible for paying any fines or penalties imposed by regulatory authorities for Contractor's non-compliance with matters within Contractor's control, including, but not limited to, this Agreement, permit terms and conditions, applicable laws and regulations, or for failure of Contractor to obtain necessary permits.

Contractor shall keep fully informed of all existing and future Federal, State, and local laws, ordinances, resolutions, and regulations which in any manner affects the work performed under this Agreement or which in any way affects the conduct of the work. Contractor shall at all times observe and comply with, and shall cause all Contractor agents and employees to observe and comply with, any and all existing and future laws, ordinances, regulations, orders, and decrees of any bodies or tribunals having jurisdiction or authority over the conduct of the work specified herein. Failure of the Contractor to adhere to this responsibility shall constitute "default" on the part of Contractor and, as such, shall be processed in accordance with applicable provisions of this Agreement.

The Mono County Director of Public Works ("Public Works Director") or his designee shall be the designated County agent concerning the administration and implementation of this Agreement. It shall be the responsibility of the Public Works Director, or an authorized representative thereof, to determine whether Contractor is carrying out the terms and conditions of this Agreement in a good and workmanlike manner. To that end, Contractor shall further comply with reasonable directives as may be requested from time to time by the Public Works Director or his designee.

It is agreed to and understood by the Parties that this Agreement does not require Contractor to be responsible for the monitoring, reporting, maintenance, management, funding, or performance of Disposal activities related to the County's sanitary landfills, nor for the funding or performance of closure activities or post-closure maintenance at said landfills.

4.2 TRANSFER OPERATIONS

A. Transfer Station Operations. The Contractor shall furnish all labor, supervision, equipment, tools, materials, and supplies necessary to receive, check, process, store, load, and transfer all Solid Waste and Diverted Materials delivered to the Facilities. Contractor is responsible for the transportation of Solid Waste and specified Diverted Materials to the Designated Disposal Site, and all costs associated with such transportation, including, but not limited to, the provision of transfer vehicles, transfer containers, personnel, fuel, lubricants, equipment upkeep, etc. Contractor is responsible for obtaining and maintaining in effect for the Term of this Agreement all necessary operating permits, licenses, insurance, or other requirements for proper operation of the transfer vehicle(s).

Unless otherwise modified in writing by the County, the Benton and Paradise Facilities shall be operated with one debris box (or "roll-off box") at each location within which Solid Waste and specified Diverted Materials (e.g., white goods, scrap metal, waste tires) may be commingled for collection, storage, and transporting to the Designated Disposal Site. Debris boxes volume are 40 cubic yards at the Paradise Facility and at the Benton Facility and, if replaced by Contractor, shall remain equal or greater in volume. Further, the Bridgeport, Chalfant, Pumice Valley, and Walker Facilities shall each be operated with a stationary compactor equipped with a 40 cubic yard roll-off compaction container, with specified Diverted Materials (e.g., white goods, scrap metal, waste tires) and Bulky Waste (e.g., furniture, mattresses) at each of those Facilities managed separately through a 40 cubic yard debris box. The foregoing equipment will be provided by the County for the use of the Contractor under this Agreement. Recognizing the variation in specifications between manufacturers, the volumetric capacities specified in this Section 4.2 shall be considered approximate rather than precise measurements.

Disposal capacity shall be provided to Customers at all times during the operating day at each Facility by Contractor. In the event that Contractor removes a debris box or compaction container for transfer during the operating day at a Facility, Contractor shall immediately replace the container with an equivalent empty container of the same capacity to ensure continuous service for the remainder of that operating day. Compaction containers and debris boxes are not required to be in-place at any Facility during hours of non-operation.

B. Facility Permitting. The County shall be responsible for the preparation and submittal to regulatory authorities of all Plans of Operations, and other documentation related to the issuance of a Solid Waste Facilities Permit or amendment thereto, as required, for each Facility. In addition, the County shall perform or arrange for the completion of environmental review documents and obtaining appropriate certifications required under the California Environmental Quality Act (CEQA) for any required permitting or approvals.

C. Designated Disposal Site: Benton, Chalfant, Paradise and Pumice Valley Facilities. Contractor shall transport and deliver all Solid Waste that is intended for Disposal, and all Diverted Materials, to the Designated Disposal Site. The current Designated Disposal Site for the Benton, Chalfant, Paradise and Pumice Valley Facilities is the Benton Crossing Landfill on Pitt Road in Mono County (the "Benton Crossing Landfill"). Solid Waste delivered by Contractor to the Benton Crossing Landfill shall be fully discharged from the transfer container at the active working face. Diverted Materials delivered by Contractor to the Benton Crossing Landfill for processing by the County shall be discharged at the location(s) designated by site personnel. Contractor shall not be charged Gate Fees at the Benton Crossing Landfill for Disposal of Solid Waste that is removed and transferred directly from Facilities pursuant to this Agreement.

D. Designated Disposal Site: Bridgeport and Walker Facilities. The Designated Disposal Sites for Solid Waste handled through the Bridgeport and Walker Facilities shall be either the Benton Crossing Landfill or the Lockwood Regional Landfill in Sparks, Nevada (the "Lockwood Landfill"). Notwithstanding the foregoing, County may, in its sole discretion, require that all Solid Waste handled through the Bridgeport and Walker Facilities be delivered to the Benton Crossing Landfill, upon five (5) business days' written notice to Contractor. In such event, Service Fees shall be adjusted as provided in Section 6.1.A. Contractor shall pay any Gate, Tipping, or other fees and all transportation and other costs associated with the disposal of Solid Waste at the Lockwood Landfill.

E. Transportation of Solid Waste and Diverted Materials. The net volume and, at Facilities equipped with a truck scale, net weight of the contents in all transfer containers, including Solid Waste and Diverted Materials, shall be determined and recorded prior to removal from a Facility. Unless specified otherwise by the County, net weight shall be determined by subtracting the gross combined weight of the inbound transfer truck and empty replacement container from the gross combined weight of the outbound transfer truck and full transfer container.

Contractor shall use due care to prevent materials being transported from being spilled or scattered during transport, including, but not limited to, the use of a tarp or other cover mechanism over all open-top boxes. If any materials are spilled during transport, Contractor shall immediately clean up all spilled materials, whether on private or public property. Appropriate approvals shall be obtained by Contractor prior to accessing private property for purposes of Litter removal.

Transfer vehicles shall travel at a prudent speed at all times when operating on-site at a Facility. When leaving or entering Facility access roads carrying public traffic, the Contractor's equipment and vehicles shall in all cases yield to public traffic.

F. Transfer Vehicles. Contractor shall maintain all transfer vehicles in good mechanical condition. Each transfer vehicle shall be clean, numbered, uniformly painted, and shall display a sign on each side bearing the Contractor's name, telephone number, and Contractor's license number in lettering a minimum of two (2) inches in height. Transfer vehicles shall be subject to inspection and approval by the Mono County Department of Health Services to ensure that they are in satisfactory condition with respect to excessive fluid leaks, drippings, or otherwise causing a hazardous or unsightly condition. Transfer vehicle(s) shall be furnished with a broom and shovel at all times to be used to assist with immediate cleaning in the event of spilled Solid Waste.

Contractor will keep a maintenance log documenting its transfer vehicles' compliance with applicable laws, including, without limitation, air emissions, noise and inspections reports. Contractor will give the County copies of the maintenance log, (including California Highway Patrol BIT inspections) and registration certificates within ten (10) days of the County's request. The County may inspect transfer vehicles, including in connection with any permits issued by the County.

4.3 ENTRANCE GATE OPERATIONS

A. Facility Attendant Duties. Prior to the Effective Date of this Agreement, Contractor shall develop and submit for County review and approval written procedures for Facility attendant duties. Contractor shall ensure that its personnel are sufficiently trained and knowledgeable in Facility attendant procedures and are able to competently, courteously, and satisfactorily perform those functions at each Facility. Facility attendants shall be responsible for locking and unlocking the entrance gate, operating weigh scales and ticket printers (where applicable), assessing and inspecting incoming loads, collecting Gate Fees, monitoring and managing Storage Areas and Stockpiles, operating equipment, distributing information, providing traffic control and Litter control, cleaning site surfaces, record-keeping, and other tasks associated with the operation of Facilities.

B. Collection of Fees. Facility attendants shall perform fee collection duties in accordance with this Section 4.3, including assessing and collecting from all Facility Customers any applicable Gate Fees and charges

based on the Gate Fee Schedule established by, or as may be modified from time to time by, the County. Contractor shall not charge any amount less than or in excess of the approved Gate Fees for any Services required or permitted to be performed by the terms of this Agreement. Facility attendants shall verify that each Customer is either delivering waste generated by a parcel subject to the County solid waste parcel fees or is in possession of a valid Non-Participant Permit. Facility attendants shall thoroughly complete a written gate receipt for each load delivered to Facilities and provide each Customer with a copy of the receipt. Blank receipt books shall be furnished to Contractor by the County for use at the Facilities.

At the conclusion of each operating day, the Facility attendant shall tabulate the days' transactions and deposit all cash receipts, completed gate receipts, and the transaction tabulation into a secure deposit box at the Facility provided by the County. Contractor shall be responsible for collecting gate receipts from each Facility and transporting them to County offices during normal business hours, once per week, on a regularly-scheduled day to be agreed upon by County and Contractor. County shall be responsible for verifying and depositing cash receipts into a County bank account, creating Customer charge accounts, billing non-cash Customers, and providing late-payment notification for overdue accounts. The County shall provide, and periodically update, a list of active charge accounts for Contractor's use in Facility transactions. The County shall inform Contractor of established policies, which may be modified from time to time, to be followed for handling delinquent Customers at Facilities and the denial of service to Customers. Contractor shall be responsible for any theft or misappropriation of gate receipts. Under no circumstances shall cash receipts be left by Contractor in any location other than the secure deposit box during non-operating hours. Gate attendant shall ensure that the deposit box is secured with a lock furnished by the County at the end of each operating day.

C. Estimates. For Facilities not equipped with a truck scale, and in the event of power outage or scale malfunction at those Facilities that are so equipped, Contractor shall visually estimate the volumetric quantity of Solid Waste delivered to Facilities and materials transferred from the Facility. These estimates shall take the place of actual weighing and shall be the basis for records while scales are inoperable. With respect to Diverted Materials shipped off-site to a processor or commodity broker, Contractor shall either: 1) determine the net weight of such materials prior to leaving a Facility; or, 2) if the Facility is not equipped with a scale or in the event the scale system is inoperable, obtain a weight certificate from either a public scale or the processor or commodity broker.

D. Gate Records. Contractor shall maintain gate records that provide information including, but not limited to, inbound and outbound weights of each Customer (where applicable), origin of all Solid Waste or Diverted Materials, type and quantity of material, fee assessed, hauler identification and/or classification, and the type, weight, and destination of all outbound materials. Contractor shall also maintain waste manifest records related to used motor oil and Household Hazardous Wastes.

E. Scale Upkeep and Operation. At Facilities so equipped, Contractor shall operate truck scales during Facility operating hours, weighing all vehicle loads in both the inbound and outbound directions. County Facility personnel shall inspect platform scales on a routine basis pursuant to manufacturer's recommendations to ensure that scales are functioning properly and in an unrestricted fashion. Facility personnel shall notify County within 24 hours of identifying functional issues or potential functional issues with the equipment and County shall perform any necessary maintenance and/or repairs to keep truck scales in good working condition and in compliance with Applicable Law and manufacturer's recommendations.

F. Scale Calibration. County shall obtain certification of all truck scales verifying their proper calibration in accordance with applicable law.

G. Public Education, Program Surveys. Contractor shall actively participate in a good faith effort with the distribution of public education materials as may periodically be developed and furnished by the County to provide Customers with information about the County's solid waste program in general, or about specific

programs such as waste reduction, diversion, recycling, and household hazardous waste management. Such materials may include, but not be limited to, flyers, pamphlets, promotional products, or other items. Further, Contractor shall actively participate in a good faith effort with the distribution and collection of public opinion surveys as may periodically be developed and furnished by the County to solicit feedback from Facility users on various topics related to the County's solid waste program, including, but not limited to, Customer satisfaction, Customer preferences for days or hours of operation, Customer suggestions for program changes, or other subjects as may be deemed appropriate by the County. Completed surveys received by Contractor shall be forwarded to the County in a timely manner or as specified by County in a written request.

4.4 OPERATING SCHEDULE, TRAFFIC, AND WASTE FLOW

A. General. Contractor shall have the right to use the Facilities every day of the year during the Term of this Agreement. If Facility personnel are on-site during hours of darkness, Contractor shall be responsible for providing adequate lighting at no expense to the County. With the exception of days and hours of operation, discussed in Section 4.4.B below, Contractor shall prevent public access to the Facilities.

The County shall have the right to access the Facilities every day of the year during the Term of this Agreement for purposes of conducting environmental monitoring, site inspections, Facility maintenance or construction, field surveys or measurements, landfill maintenance or construction (where applicable), Contractor compliance review, or any other reason deemed necessary by the County.

B. Days and Hours of Operation. Contractor shall unlock and open the entrance gate to each Facility, operate the Facilities in conformance with this Agreement, and close and lock the gate at the times designated for opening and closing the Facilities in accordance with the operating schedule established by, and as may be modified from time to time by, the Mono County Board of Supervisors. If operating schedules are modified in a manner which results in fewer hours of operation and, consequently, in fewer working hours for Contractor's employees and/or other costs to Contractor, Contractor shall be compensated by County based on such modified schedules. Contractor shall have a Facility attendant present at all times during the period that each Facility is open to the public.

C. After-Hours Access. The County recognizes that construction contractors may, from time to time, have the need for Facility access outside the normal operating schedule for Disposal of Inert Waste and Construction and Demolition Waste. Contractor shall have the right to negotiate directly with construction contractors, including compensation on a time and materials basis, to make Facility access available under an extended schedule only for projects contracted by, or performed on behalf of, public agencies. In such an event, Contractor shall make Facilities available under the same terms, conditions, and cost to all contractors bidding on the project and shall provide such information in writing to the contracting agency and to the Public Works Director no later than fifteen (15) days prior to the conclusion of the project bidding period. Under no circumstances shall Facility access to the general public be allowed outside the normal operating schedule. In the event that Contractor wishes to accommodate construction contractors for a specific project, Contractor shall submit a written proposal to the County for consideration. The proposal shall at a minimum describe the project involved, an estimate of the type and quantity of Waste material to be deposited, an estimate of the type, quantity, and capacity of vehicles accessing the Facility, the days and hours of operation, number and composition of personnel required, access control measures, and any other information that will provide the County with a clear understanding of the nature of the proposed project. Any extended access schedule shall be limited to daylight hours only and shall require that Facility personnel be physically present while construction contractor personnel are on-site. Authorization will be evaluated by the County on a project-by-project basis. All provisions of this Agreement shall remain in effect, including load checking, fee collection, traffic control, record-keeping, protection of facilities, and adherence to the Materials Storage Plan in effect at the time.

D. Facility Signage. The County shall provide, install, and keep in proper condition signs at all Facilities with the following information: 1) directional signs (e.g., "County Disposal Site") on main road at the driveway entrance or access road entrance to Facility; 2) sign at Facility entrance gate identifying the name of Facility, name of Facility owner and operator, hours and days the Facility is open to the public, and emergency contact number(s); 3) rules applicable to the Facility; 4) Gate Fees; 5) prohibited materials; 6) materials identified for storage, stockpiling, recycling, or salvaging; and, 7) any other information deemed necessary or appropriate by the County. Contractor shall be responsible for providing, maintaining, and managing signs within the site to safely and efficiently direct traffic from the Facility entrance gate to the truck scale (if applicable), transfer area, material Stockpiles or Storage Areas, or other unloading areas. Signs furnished and erected by Contractor shall be approved by the County as to size, wording, and location. At applicable Facilities, portable signs provided by County to identify Inert Waste and Green Waste stockpile locations shall be relocated by Contractor as appropriate to provide clear direction for unloading pursuant to the Materials Storage Plan, discussed in Section 4.4.H, below. Contractor is responsible for protecting signs from damage and for notifying the County in a timely manner when County-provided signs require maintenance.

E. Traffic Control. Contractor shall be responsible for providing traffic control to ensure the safe and efficient routing of vehicles at all Facilities. Vehicle ingress and egress shall be limited to the main entrance gate at each Facility. Traffic flow through Facilities shall be controlled to prevent the following: 1) interference with or creation of a safety hazard on adjacent public streets or roads; 2) On-Site safety hazards; 3) interference with operations; and, 4) damage to Facility equipment, structures, or other appurtenances. Traffic control shall be accomplished through the use of traffic cones, barricades, signs, flags, or other warning and safety devices furnished by Contractor. Such devices shall not obscure the visibility of the traveled way. All traffic control devices shall remain the property of the Contractor, shall be clean, freshly painted, marked, or otherwise made clearly legible and visible to the traveling public.

F. Control of Materials Unloading. Contractor shall ensure that materials unloaded from each vehicle are placed properly in the appropriate area in the Facility, including locations that may be established as temporary Storage Areas or Stockpile for later processing, diversion, or other use. Facility personnel shall ensure that each Customer places all Solid Waste in the appropriate transfer container or compaction hopper, and that Diverted Materials do not contain trash or other inappropriate waste material. Contractor shall be responsible for the evaluation (including testing that may be deemed appropriate), handling, and placement into storage containers of all used motor oil or Household Hazardous Waste delivered to the Facility.

Contractor shall abide by County load-checking program. Contractor shall at all times comply with the procedures and requirements of the County load-checking program, and as may it be modified or amended from time to time, to ensure that prohibited materials are not unloaded at the Facility. Contractor shall ensure that its personnel are sufficiently trained and knowledgeable in the procedures and requirements of the load-checking program to perform those functions at each Facility, including the routine performance of random physical load inspections. No liquid, Medical, Infectious, or other prohibited wastes shall be received at the Facilities. Vehicles transporting such wastes shall be directed away from the Facility without the opportunity to dump their loads. Contractor shall furnish Customers transporting such wastes with information regarding their proper Disposal, including the name, address, and telephone number of the nearest location capable of handling such wastes.

G. Household Hazardous Waste Collection Program. The County shall provide such Household Hazardous Waste storage containers as it deems appropriate at each Facility for temporary on-site storage of Household Hazardous Waste identified and removed from the waste stream during Facility operations. These Facilities will be equipped to receive small quantities of materials such as antifreeze, batteries, oil, paint, and pesticides from the general public. The Contractor shall be responsible for providing trained and qualified staff sufficient to operate the collection program (screening, receiving, and storage of acceptable materials) at each Facility during normal hours of operations. The County shall be responsible for arranging for transportation and final disposition of Household Hazardous Waste collected at Facilities. Contractor shall protect the Household Hazardous Waste

storage containers from damage and keep them in a neat, orderly, and fully-functioning manner. Said containers shall remain the property of the County. No physical alteration to the storage containers shall be permitted unless written authorization is granted by the County.

The County may from time to time, at its option, obtain grant funding or otherwise provide for additional equipment and/or supplies that may be appropriate to augment the load-checking program and the Household Hazardous Waste collection program established at each Facility. Contractor agrees to incorporate such equipment and/or supplies into said programs and to provide for their continuous and proper operation in accordance with manufacturer's recommendations. Specifications for such equipment and/or supplies, which may include, but not be limited to, quantity, type, size, and/or material, shall be at the discretion of the County, but shall be developed in consultation with Contractor. Contractor understands that, as a result of grant agreements under which equipment and/or supplies may be furnished, there may be specific criteria by which equipment and/or supplies may be used and agrees to comply with such criteria. Any equipment and/or supplies furnished by the County for said programs shall remain the property of the County. No physical alteration shall be permitted unless written authorization is granted by the County. Any future potential for County-furnished equipment and/or supplies does not relieve Contractor of its obligation to furnish at its own expense all necessary equipment, tools, supplies, training, or otherwise provide for the proper operation of the load-checking program and the Household Hazardous Waste collection program established at each Facility.

H. Materials Storage Plan. The County shall develop a plan for each Facility that delineates on-site locations to be utilized for temporary storage of Waste and Diverted Materials, including tires, metals, used oil, recyclables, Salvaged material, Household Hazardous Waste, Inert Waste, Green Waste, or other materials as may be determined by the County. The County shall semi-annually review the Materials Storage Plan and performance by Contractor in its implementation of said Plan. The County shall make modifications to the Plan as necessary to meet Facility needs anticipated for the subsequent semi-annual period, then confer with the Contractor to discuss any further adjustments that may be deemed appropriate. The County shall then issue a final Materials Storage Plan to be implemented by Contractor through the subsequent six (6) month period. The frequency of Plan review and modification may be adjusted by County if necessary to meet Facility requirements. The Contractor shall conduct Facility operations in accordance with the Materials Storage Plan to ensure an organized and well-run Facility. The storage or stockpiling of materials shall be kept as confined as is practical; size of Storage Areas shall be subject to County approval.

I. Materials Salvaging. For the purpose of meeting its obligation toward achieving waste diversion goals, the County may, at its discretion, develop a Materials Salvaging Program at the Facilities. In that event, a Re-Use Exchange Area will be established at designated Facilities for the temporary storage of re-usable materials removed from the waste stream, which may then be safely Salvaged by the public. At that time, the County shall develop policies, procedures, and reporting requirements in a Materials Salvaging Plan. Contractor shall be responsible for implementing the Materials Salvaging Plan and managing the Re-Use Exchange Area in a neat, organized, and safe manner at each Facility. Location and limits of the Re-Use Exchange Area will be determined by the County and included in the Materials Storage Plan, described in Section 4.4.H, above.

J. Avoidance of Undisturbed or Restricted Land. Contractor must seek and receive written authorization from the County prior to encroaching on any previously undisturbed land or onto those areas of the Facilities not directly related to, or necessary for, the daily operation of the Facilities. Any alteration of the earth's surface by Contractor is prohibited unless specifically authorized in writing by the County.

K. Contingency Plan. Upon the Effective Date of this Agreement, Contractor shall submit to the County a written "Contingency Plan" demonstrating the Contractor's specific arrangements to provide personnel and vehicles necessary to maintain uninterrupted service during mechanical breakdowns and in the event of fire, natural disaster, strikes, or other emergency. The Contingency Plan submitted by the Contractor shall be subject to the County's reasonable review and approval. In the event some condition arises to necessitate implementation of

the Contingency Plan, Contractor shall follow the approved Plan as written. Contractor shall be responsible for periodically reviewing the Plan and updating it as necessary to ensure its accuracy during the Term of this Agreement. Should the Plan require modification or amendment, Contractor shall submit the proposed modification or amendment to the County for reasonable review and approval.

4.5 MANAGEMENT OF DIVERTED MATERIALS

The Contractor shall be responsible for operations associated with handling materials that will be temporarily stored or stockpiled on-site for diversion, processing, on-site Disposal, Salvaging, or otherwise diverted from transfer and off-site Disposal.

A. General. Contractor recognizes that the County is committed to the diversion and recycling of waste materials that have in the past been Disposed in landfills. To that end, Contractor recognizes that the County has established charges for Solid Waste Disposal that are intended to encourage Facility users to source-separate materials that may be recovered for re-use or recycling prior to Disposal. For that reason, the Facilities shall be operated at the Contractor's best ability to accomplish materials recovery and diversion for any materials subject to diversion pursuant to County's existing recycling programs or any future recycling program(s) which County may implement during the Term of this Agreement. County's current recycling program includes: glass, plastic, aluminum cans, cardboard, metal, household hazardous waste, used oil and filters, tires, wood waste and organic materials. Contractor shall communicate this operational priority to its personnel and shall make all Facility users aware of diversion and recycling opportunities available at each Facility and through other programs offered within Mono County. Contractor shall actively participate in a good faith effort with the distribution of public education materials as may periodically be developed and furnished by the County for waste reduction, diversion, and recycling efforts.

B. Receiving Materials for Diversion. The Contractor shall ensure that Facility personnel are sufficiently trained and knowledgeable in the types of materials that are to be diverted, and actively divert such loads from transfer and Disposal. Contractor shall perform materials diversion activities in a manner that does not interfere with other aspects of Facility operations.

C. Certified Used Oil Collection Center. The County may, at its sole discretion, elect to register the Facilities with the State as Certified Used Oil Collection Centers. In this event, the Contractor shall be required to offer the redemption value specified by the State to Customers delivering uncontaminated used motor oil to the Facility for recycling. Contractor shall operate the used oil recycling program in accordance with the County's Used Oil Recycling Plan and applicable rules and regulations established the California Integrated Waste Management Board. Contractor shall perform record-keeping and provide the County with all necessary information specified in the Used Oil Recycling Plan. To that end, the County shall provide reporting of program status to the State and, upon verification through copies of gate receipts, reimburse Contractor for the redemption value paid to Customers.

D. Storage and Management of Diverted Materials. Contractor shall accept and Stockpile or otherwise store Green Waste, Inert Waste, waste tires, used motor oil, white goods, scrap metals, and other recyclable materials designated by the County. The Contractor shall protect such materials against theft, deterioration, contamination, or other damage. Contractor shall protect all storage containers from damage and shall keep them in a neat, orderly, and fully-functioning condition. Further, Contractor shall operate and keep all containers in sound condition in accordance with applicable rules, regulations, and guidelines established by the Mono County Certified Unified Program Agency (CUPA). No physical alteration to County-provided storage containers shall be permitted unless written authorization is received from the County.

At applicable sites, the final disposition of stockpiled Green Waste and Inert Waste shall be managed by the County, either by On-Site Disposal or through other processing, at a frequency approved by the Local

Enforcement Agency. The Contractor shall ensure that stockpiled materials are placed in orderly piles within a well-defined area in accordance with the Materials Storage Plan, discussed in Section 4.4.H, above. Contractor shall provide one forty (40) cubic yard debris box at each of the Bridgeport, Chalfant, Pumice Valley, and Walker Facilities for temporary commingled storage of specified Diverted Materials (e.g., white goods, scrap metal, waste tires, or others as may be designated by the County) and Bulky Waste (e.g., furniture, mattresses). Debris boxes shall remain the property of the Contractor and shall be maintained in a satisfactory condition at all times by Contractor. Contractor shall at all times handle white goods containing freon in a manner as to prevent freon leakage from the units. The County shall be responsible for the proper evacuation of refrigerants from white goods following transfer of the units to the Designated Disposal Site.

The County shall provide such storage containers for recyclables as it deems appropriate at the Bridgeport, Paradise, Pumice Valley, and Walker Facilities and may, at its discretion, provide storage containers for recyclables at the Benton and Chalfant Facilities. The County shall also provide storage containers for used motor oil at all Facilities and shall equip each container with a locking mechanism. Facility attendants shall be responsible for ensuring that the locking mechanism is properly in place at the end of each operating day to prevent unauthorized access. The County shall furnish the Contractor with keys to each locking mechanism placed on used motor oil storage containers. Contractor shall take all necessary precautions, including implementing generally-accepted testing practices, to ensure that used motor oil deposited into on-site storage containers is free from contaminants. Facility attendants shall receive used motor oil and oil filters from Customers and take direct control of the discharge of used motor oil to storage tanks.

E. Condition of Stockpiles. The Contractor shall ensure that Storage Areas and Stockpiles contain only the specific material for which they are intended and keep them free of trash, Litter, and other material deemed inappropriate by the County or regulatory authorities.

F. Inspections of Stockpiles. All material Stockpiles are subject to inspection and/or approval by the County and the Local Enforcement Agency.

G. Removal of Stored Materials for Diversion. Upon reaching the storage capacity of a debris box designated for the temporary commingled storage of specified Diverted Materials and Bulky Waste, the Contractor shall remove the debris box from the Facility and transport it to the Designated Disposal Site, or other location as may be approved by the County, for unloading. Contractor shall immediately replace any debris box removed during the operating day with an empty debris box of the same capacity to ensure that continuous service is provided throughout the Facility's hours of operation. Upon reaching the bin capacity of a "roll-off" recycling container provided by the County at the Bridgeport, Paradise, Pumice Valley, or Walker Facilities, Contractor shall notify the County and coordinate its removal and transport by Contractor to the Designated Disposal Site, or other location as may be approved by the County, for unloading and subsequent processing. At a minimum, said containers shall be emptied at least once annually. However, any container containing municipal solid waste (MSW) must be removed weekly, in accordance with State law. Since there are no provisions for replacement recycling containers at these sites, Contractor shall make every effort to remove and transport recycling containers when the Facility from which it originated is not open to the public. Conditions may require that the roll-off recycling container be dropped off and remain at the Designated Disposal Site or other designated location to facilitate processing of the load. In such an event, the Contractor shall ensure that the recycling container be returned to its Facility of origin within seven (7) days of its removal or that a suitable replacement is in place at the Facility within the same time period. Regardless, Contractor shall provide temporary storage capacity for recyclables delivered to the Facility by Customers during any period that roll-off recycling containers are unavailable to the public. These requirements shall apply to management of recycling containers that may be provided in the future at the Benton and Chalfant Facilities. The County shall arrange, and bear the expense, for the periodic removal of used motor oil from Facility storage containers. At a minimum, used oil storage containers shall be emptied by the County at least once annually. Should any additional expenses be incurred due to the treatment or management of contaminated used motor oil as a result of Contractor neglect, negligence, or

mismanagement, Contractor shall bear the full cost for such additional expenses and any direct or indirect damages resulting therefrom.

H. Contractor Diversion Program. In the event that the Contractor wishes to establish an on-site diversion program in addition to the program specified by the County, Contractor shall submit a written proposal to the County for consideration. The proposal shall at a minimum describe the plan of operations, the proposed location and limits of the operation, the days and hours of operation, the quantity, type, capacity, and age of proposed equipment, the quantity and type of supplies and personnel required, a traffic management plan, a materials storage plan, and any other information that will provide the County with a clear understanding of the nature and extent of the proposed program. Provision of records related to quantities, types, and final disposition of materials diverted under the Contractor's program shall be required. Further, Contractor shall obtain a certification of end use from any commodity broker that the materials sold or donated will be or have been recycled or re-used.

4.6 EXISTING FACILITIES AND EQUIPMENT

A. Each site is equipped with two (2) Household Hazardous Waste lockers, two (2) recycling roll-offs, and a gatehouse. Generator-operated Compactors are present at the Bridgeport, Chalfant, Pumice Valley, and Walker Facilities. Five (5) compactor roll-offs are available for contractor use at the Facilities where a compactor is installed. Each Facility has an open-top roll-off, with two (2) open-top roll-offs at the Benton Facility -- one for MSW and one for metal and bulky items. Benton and Paradise are equipped with a roll-off building enclosure. In addition, the mobile home at the Pumice Valley site is owned by the County and may be removed by the County at its discretion. County will perform, or provide for the performance of, maintenance of the foregoing facilities and equipment and such facilities and equipment are, and shall at all times remain, the property of County.

4.7 CONTRACTOR PROVIDED FACILITIES AND SUPPLIES

A. Telephone. Contractor shall maintain a functioning cellular telephone at each Facility at all times during operating hours. Although the telephones are not generally intended for routine public use for outgoing calls, they shall be made available to the public for emergency purposes. All charges for telephone service installed and/or used by Contractor shall be the sole responsibility of Contractor. Contractor shall provide the telephone number for each Facility to the County and shall be responsible for notifying the County of any future changes to any telephone number within three (3) working days of its implementation. The telephone at each Facility must be available to receive calls from the County and general public and be answered by an employee of the Contractor during normal business hours. In addition, the Contractor shall provide an after-hours recorded message in English listing Facility hours of operations, the telephone number of the Contractor's office in Mono County, and a telephone number for emergency purposes. In the event cellular telephone service is unavailable, the Contractor shall provide a two-way radio connected to Contractor's office.

B. Sanitary Facilities and Drinking Water. Contractor shall be responsible for furnishing sanitary facilities in good condition for use by the general public and employees at each Facility. A chemical toilet and provisions for hand washing, by means acceptable to the Local Enforcement Agency, are the minimum requirements. In addition, Contractor shall provide a safe and adequate water supply for drinking and emergency use (i.e., first aid) to all Facility employees during normal work hours. Sanitary facilities shall be kept in a clean and sanitary condition at all times and shall be subject to inspection, permitting, and approval by the Mono County Department of Health Services. Toilet facilities shall be serviced at a minimum frequency established by the Mono County Department of Health Services. Servicing records shall be maintained and copies provided to the County upon request.

C. Safety Equipment. Contractor shall furnish all Facilities with personnel safety equipment, including, but not limited to, supplies for the County-provided eye wash station, first aid kit, personal protective equipment, and other items that may be required to comply with Cal-OSHA standards and other applicable regulations.

4.8 FACILITY CLEANLINESS AND NUISANCE CONTROL

A. General. Contractor shall operate and keep Facilities in a manner and condition that does not create a public Nuisance.

B. On-Site Litter Control. The Contractor shall continuously monitor and keep each Facility and surrounding off-site property free of Litter, debris, and other refuse. The Contractor shall be solely responsible for keeping the Facilities in a clean and sanitary condition and shall be responsible for any public Nuisance created as a result of its operations. Wind screens, Litter fences, or other devices shall be used during periods of high wind to contain blowing Solid Waste, such as paper and other light debris, and prevent its off-site migration. Contractor must seek and receive written permission from County prior to the use of any permanent litter-control fixtures. Contractor shall provide adequate personnel to collect and properly dispose of Litter collected from the Facility, at least weekly, and to keep any screens cleared of Solid Waste. Additionally, Contractor shall tarp all transfer containers storing Solid Waste at the conclusion of each operating day. At Facilities that have a permanent transfer structure constructed with a Litter enclosure, Contractor will ensure that all structure doors are closed at the end of the operating day, and if Customer loads are spaced at least twenty (20) minutes apart, enclosure doors shall be closed between Customer loads.

C. Off-Site Dumping and Litter Control. Contractor shall be responsible for the clean up of illegally dumped Solid Waste within one-quarter (0.25) mile of Facility boundaries, with the limitation that individual loads do not exceed either eighty (80) pounds or one (1) cubic yard. In the event that illegally dumped loads exceed these limits, Contractor shall contact the County for assistance. Contractor shall be responsible without limitations for the clean-up of windblown Litter within one-quarter (0.25) mile of Facility boundaries. Contractor has the sole responsibility to contain all Solid Waste and Litter and other refuse within the Facility, and the Contractor shall be held responsible and liable for the clean-up of all refuse blown from within the Facilities to areas beyond Facility boundaries.

D. Vector Control. The Contractor shall take adequate measures to control birds, rodents, insects, and other disease-carrying or breeding organisms, subject to applicable regulation. The Contractor shall employ any chemical sprays, traps, and similar measures approved by the Mono County Department of Health Services or applicable State agencies to control these pests, whenever necessary.

E. Use of Licensed Vector Control Operator. The Contractor shall obtain final approval from the County before the use of any pesticides, rodenticides, or herbicides used for vector control. Application of any said substances shall be performed by a State-licensed vector control operator and shall comply with all applicable State and Federal wildlife protection regulations.

F. Noise Control. Contractor shall comply with all applicable local, State, and Federal sound control and noise level rules, regulations, and ordinances, including worker safety standards established by Cal-OSHA. Any internal combustion engine used for any purpose in the performance of Services required by this Agreement shall be equipped with a muffler of a type recommended by the manufacturer. Stationary devices equipped with an internal combustion engine and used at any Facility for an extended period of time shall be housed in a sound-dampened structure such that noise levels do not exceed 60 dβ at the exterior of the scalehouse door and 40 dβ at Facility boundaries.

4.9 FACILITY UPKEEP

A. General. Contractor shall implement a program to monitor and promptly repair or correct deteriorated or defective conditions with respect to all equipment and other items furnished by Contractor to meet its obligations under this Agreement. All other aspects of the Facilities shall be kept in a state of reasonable orderliness.

B. Cleanliness. Contractor shall provide adequate housekeeping and keep the site in a neat, clean, organized, and professional condition, including sweeping the unloading area, load-out area, and truck scales at a minimum frequency of once per week. Contractor shall take appropriate care to ensure that truck scales are free of mud, debris, and not otherwise weighted or restricted in a manner that does not allow proper measurement of vehicle loads. Contractor shall not allow the accumulation of fuel drums, inoperable equipment, equipment parts or components, tires, or similar items on the grounds of any Facility.

C. Fence Upkeep. Routine upkeep of all existing perimeter fences and gates and all future perimeter fences and gates shall be the sole responsibility of the County. Contractor shall inspect Facility gates and perimeter fencing on a daily basis to ensure its overall integrity for site security. In the event that damage to perimeter fencing or gates is detected, Contractor shall notify the County of the damaged section within twenty-four (24) hours of its discovery. The County shall be responsible for notifying the Local Enforcement Agency of the breach and making arrangements for its repair within the time limits established by the Local Enforcement Agency.

D. Site Road Conditions. Contractor shall keep internal access roads and applicable entrance roads (Garbage Pit Road - Bridgeport, Dross Road - Pumice Valley, and Offal Road - Walker) clean and free of dirt, mud, litter, debris, and tire puncture hazards. No material or equipment shall be stored where it will interfere with Facility operations and the free and safe passage of public traffic. County shall provide snow removal on all Facility entrance roads and internal access roads as necessary to ensure uninterrupted service and public access to Facility unloading areas at the Bridgeport, Pumice Valley, and Walker Facilities. [[Alternatively, Contractor shall provide snow removal on all Facility entrance roads and internal access roads as necessary to ensure uninterrupted service and public access to Facility unloading areas at the Bridgeport, Pumice Valley, and Walker Facilities.]] The County/Contractor shall provide snow removal when necessary at the Benton, Chalfant, and Paradise Facilities. The County shall be responsible for the maintenance of Facility entrance roads and internal access roads.

E. Drainage Control. The County shall be responsible for the maintenance and repair of all drainage structures and for the construction of new facilities as may be required for the control of surface water run-on and run-off in order to prevent damage to site facilities and the accumulation of standing water in operations areas.

F. Structure Protection. Contractor shall be responsible for the protection of Facility structures and shall take all necessary precautions to identify and reduce the potential for their damage, including the use of suitable safeguards.

G. Cooperation with Construction Projects. Contractor shall cooperate with the County or County's contractors or other authorized forces during any construction projects which may be undertaken at any Facility site to the extent that any delay or hindrance to their work shall be avoided. The County reserves the right to perform, or to arrange to have performed on its behalf, other or additional work within or adjacent to the limits of work provided for under this Agreement by the use of other forces. The County shall provide advance written notification to Contractor of any construction projects to be implemented, and work with Contractor to ensure that Facility operations are impacted to the minimum extent possible and coordinated with construction schedules and related activity.

4.10 CONTRACTOR TO HIRE COMPETENT PERSONNEL

A. Sufficient Number of Employees. Contractor shall employ only competent, qualified, conscientious, and sober personnel to ensure performance satisfactory to the County and to serve the public in a courteous and impartial manner. Contractor shall have on duty during all hours that the Facilities are required to be open a sufficient number of competent employees to perform efficient Facility operations. Contractor personnel shall conduct scalehouse duties, assess Gate Fees, check loads, direct traffic, control Customer unloading, operate

equipment, control and clean up Litter, and perform other duties as required to efficiently operate the Facilities in accordance with this Agreement.

B. On-Site Supervision and Representation. One Contractor employee at each Facility (the "site supervisor") shall be assigned the responsibility for supervising daily operations at that Facility and shall be designated as a representative of the Contractor to interact with the public and the County. The site supervisor shall be at the Facility during all hours of operation, except lunch breaks, shall be able to read, write, and speak English, shall be trained in first aid and CPR, and shall have a certificate demonstrating the completion of 24-hour Cal-OSHA/ASTM training in hazardous material health and safety training, pursuant to Title 8, CCR, Section 5192(e)(3), or other similar training approved by the County. Annual refresher training courses shall be required of all designated Facility personnel. A copy of the course certificate(s) or plans for obtaining such certificate(s) within three (3) months shall be submitted to the County within two (2) weeks of on-site employment. All required training certificate(s) attained by site supervisors shall be submitted to the County within four (4) months of on-site employment.

C. Hazardous/Unacceptable Material Training. Contractor shall not allow unloading of material other than Solid Waste at the Facilities. It is recognized that some prohibited materials, including Hazardous Waste, Household Hazardous Waste, Medical Waste, or Infectious Waste, may occasionally be unloaded at the Facilities by the public or commercial users. The Contractor shall train all Facility employees to recognize such unacceptable waste and materials, including training in the procedures and requirements of the approved load-checking program. Contractor shall submit copies of training documentation for each employee to the County within three (3) months of on-site employment.

D. Safety Program and Monthly Safety Meetings. Contractor shall develop and implement a complete Illness and Injury Protection Program (IIPP), and routinely provide documentation that the IIPP is being adhered to. Contractor shall conduct safety training meetings for all Facility employees at least monthly, and copies of the meeting records shall be submitted to the County at a minimum frequency of once per quarter, in conformance with Cal-OSHA regulations and Title 14 of the Health and Safety Code.

E. Other Training. Contractor shall conduct quarterly operations training for all Facility personnel to ensure that all personnel are sufficiently knowledgeable in subjects pertinent to site operations, including, but not limited to: 1) Facility operations and upkeep, including applicable provisions of this Agreement; 2) the use of mechanized equipment (if applicable); 3) emergency procedures and first aid; 4) environmental controls; and, 5) regulatory requirements governing transfer station operations, including Title 14, CCR, Sections 17407.1 through 17414.1, *et seq.* Copies of training documentation for each employee shall be submitted to the County at a minimum frequency of once per quarter.

F. Employee Clothing. Contractor employees shall wear orange shirts or vests at all times so that they are easily identified by and visible to the general public. All employees shall have their name and Contractor name on the shirt or vest they are wearing. Contractor shall provide all Facility personnel with appropriate personal safety equipment, including, but not limited to, hard hats, rain and snow gear, steel-toed boots, back support, eye and ear protection, work gloves, dust masks, and other appropriate equipment. The Contractor is responsible at all times to enforce use of all such personal safety equipment by Facility personnel.

G. Replacement of Noncomplying Employees. In the event that any Contractor employee neglects to properly serve the public or representatives of the County or State in a courteous and efficient manner, or fails to conduct operations at the Facility in a safe, competent, conscientious, and workmanlike manner, or permits or causes any violation of this Agreement, Contractor shall, upon written notification by the County, take measures to correct the problem, including, but not limited to, individualized training in the problem area. Contractor shall respond to the County's notification within two (2) weeks of receipt with a written plan for correcting the problem. Contractor shall provide documentation within two (2) months of receipt of notification demonstrating that the

plan for correction has been implemented. If more than six (6) nuisance complaints concerning an individual Contractor employee are received within a six (6) month period by the County, Contractor agrees to replace such person with a competent and trained employee within fifteen (15) days of written notification by the County.

H. Community Service Personnel. Contractor agrees to supervise, at no cost to the County, persons who may be assigned to any Facility by the County or the local court system to meet their obligation to perform community service work. Community service personnel shall report to the assigned Facility and receive assignments for Litter pickup, organization of Stockpiles or Storage Areas, and other laborer duties. The County shall provide community service personnel with appropriate personal safety equipment. Contractor shall be responsible to train personnel in the proper use of such equipment and enforce the use of such equipment at all times by community service personnel.

4.11 SUPERVISION OF SERVICES

It is expressly understood and agreed that the County has entered into this Agreement in reliance upon the Contractor's personal and continuous supervision of, and responsibility for, such enterprise, and at no time shall the County be required to rely upon supervision or performance by any other party, including, but not limited to, the surety of the Contractor or successor, or assign or heir of the Contractor, whether by operation of law or otherwise.

4.12 FACILITY INSPECTION

Contractor shall allow Facility access to, and fully cooperate with, regulatory authorities at any time during normal business hours for the purpose of site inspection, monitoring, or regulatory enforcement. Authorized regulatory agencies shall include, but may not be limited to, representatives from the California Integrated Waste Management Board, the Lahontan Regional Water Quality Control Board, the Great Basin Air Pollution Control District, the California Department of Toxic Substances Control, the California Department of Industrial Relations, the Mono County Department of Weights and Measures, the Mono County Department of Health Services, the Mono County Department of Public Works, the Los Angeles Department of Water and Power (at leased parcels), and the United States Environmental Protection Agency. Regulatory authorities shall have the right to interview Facility personnel to evaluate regulatory compliance, and in the case of the County, to additionally verify compliance with this Agreement.

The County shall have the right to observe, monitor, review, and inspect Contractor's operations and all Facility equipment, structures, records, Storage Areas, Stockpiles, and other items associated with Facility operations at any time without prior notification. Inspection of Contractor's work shall not relieve Contractor of any of the Contractor's obligations to fulfill the contract as prescribed. Work not meeting the requirements shall be corrected, and unsuitable work may be rejected.

4.13 FIRE SAFETY & CONTROL

A. Smoking. Smoking by Facility personnel and the public shall not be permitted within enclosed structures or within twenty (20) feet of areas specifically labeled to prohibit smoking (e.g., unloading area, used oil storage tank, Household Hazardous Waste storage container).

B. Burning. No burning or open flames of any kind shall be permitted at the Facilities and Contractor shall use all reasonable means to prevent burning or open flames from occurring.

C. Fire Control. Contractor shall be responsible to furnish and keep in operating condition fire extinguishers or other fire suppression equipment in the immediate vicinity of each of the following: 1) any structure; 2) the unloading and transfer areas; and, 3) any equipment, mobile or stationary, furnished with an

internal combustion engine or electric motor. Extinguishers shall be of sufficient size, type, and quantity to safely extinguish the type and size of fire that may be anticipated for each area. Should any fire occur, it shall be the responsibility of Contractor to notify the local fire department, to use all available methods to control and extinguish such fire, and to notify the County and the Local Enforcement Agency of the event and its status as soon as is practical.

4.14 MODIFICATIONS TO SCOPE OF WORK

A. General. The County may, at its option, direct Contractor to perform Additional Services (including new diversion programs) or modify the manner in which it performs existing Services (including the modification to or elimination of programs). Contractor shall only proceed with any modification to Services upon receipt of written notice to proceed from the County. Contractor's compensation shall be increased or decreased, as appropriate, to give effect to these adjustments in accordance with Article 6 of this Agreement. Any extra work or modification to Services performed by Contractor without written authority from the County will be considered as unauthorized work and will not be paid for.

B. Proposal from Contractor. Contractor shall present, within thirty (30) days of a request by the County to do so, a proposal to modify existing Services. At a minimum, the proposal shall contain a thorough and complete description of the following:

1. Methodology to be employed, including use of equipment, manpower, etc;
2. Equipment to be utilized, including quantity, type, make, model, capacity, age, etc.;
3. Labor requirements, including the number of employees by classification;
4. Provision for program publicity, public education, or marketing, if applicable;
5. Estimate of the impact of the Service modification, such as increased diversion, reduced costs, etc.
6. Projection of the financial results of the program's operations to the expiration date of this Agreement in a balance sheet and operating statement format, including documentation of the key assumptions underlying the projection and the support for those assumptions, giving full effect to the savings or costs to existing Services.

C. County Right to Permit Others to Provide Services. The Parties acknowledge and agree that the County may permit other persons, organizations, agencies, or enterprises to provide additional services not otherwise contemplated under this Agreement. If pursuant to Section 4.14 B, Contractor and the County cannot agree on terms and conditions of such services within ninety (90) days from the date when the County first requests a proposal from Contractor to perform such services, Contractor acknowledges and agrees that the County may permit others to provide such services. In such an event, Contractor shall fully cooperate with, and allow full Facility access to, those who have been contracted by the County to provide additional services.

ARTICLE 5

OTHER OBLIGATIONS OF THE CONTRACTOR

5.1 OFF-SITE OFFICE REPRESENTATION

A. Off-Site Office Facilities. Contractor shall establish and provide at all times during the Term of this Agreement an office. Unless otherwise specified herein, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the Services identified in this Agreement. County shall not be obligated to reimburse or to pay Contractor for any

expense or cost incurred by Contractor in procuring or providing such items. Responsibility for the costs and expenses incurred by Contractor in providing such items is the sole responsibility and obligation of Contractor.

B. Office Hours. Contractor shall maintain regular office hours that extend, at a minimum, from 8:00 a.m. through 4:00 p.m. daily, except Saturdays, Sundays, and designated holidays.

C. Availability of Representatives. A responsible and qualified representative of Contractor shall be available at Contractor's office during office hours for communication with the County or the general public.

D. Telephone. Contractor shall provide a telephone system in operation at its office during regular office hours. Contractor shall have available a service representative to handle telephone calls from the general public, regulatory personnel, or the County during office hours. Contractor shall also provide an after-hours telephone number for the purpose of receiving messages or complaints relating to Facility operations during hours when Contractor's office is closed. Contractor shall have a representative, answering service, answering machine, or voice mail system available at said telephone number during all hours when Contractor's office is closed. Any recording shall provide an additional number to call in the event of an emergency. Contractor shall provide the County the means to contact Contractor directly by telephone on a 24-hour basis in the event of an emergency.

5.2 NUISANCE COMPLAINTS AND RESPONSE

Contractor shall provide at all times a written log ("Complaint Log") of all oral and written Nuisance complaints registered with Contractor from the public. As used herein, the term "Nuisance" shall refer to a situation where Litter, debris, dust, noise, or odors from Facility operations are allowed to travel beyond Facility property boundaries, thereby occasioning complaints from the public. A condition of "Nuisance" shall also be deemed to occur where dumping of Solid Waste occurs along a Facility access road and road sections for which the Contractor is responsible. Written and oral complaints made with respect to the conduct of Contractor and its employees shall also be entered into the Complaint Log. Contractor shall be responsible for the prompt and courteous attention to, and prompt and reasonable resolution of, all complaints. Complaints that cannot be reasonably resolved may be appealed to the County for final resolution. Contractor shall record in the Complaint Log all written and oral complaints, noting the name and address of complainant, date and time of complaint, nature of complaint, and the nature and date of remedial action. Such log shall be kept so that it may conveniently be inspected by representatives of the County or State upon request. A copy of the log shall be forwarded to the County on a quarterly basis.

5.3 PAYMENT OF EMPLOYEES

A. Payroll Records. Contractor shall provide to the County, within ten (10) working days following receipt of request, a copy of the Contractor's certified payroll records of all on-site employees for any specified month in which the Contractor performed Services at the County's request under this Agreement.

B. Workers' Compensation. Contractor shall provide workers' compensation insurance coverage, in the legally required amount, for all Contractor's employees utilized in providing Services pursuant to this Agreement. By executing this Agreement, Contractor acknowledges its obligations and responsibilities to its employees under the California Labor Code, and warrants that Contractor has complied and will comply during the Term of this Agreement with all provisions of the California Labor Code with regard to its employees. Contractor, at the time of execution of this Agreement and during the Term of this Agreement, will provide the County with evidence of the required workers' compensation insurance coverage within ten (10) days of receiving a written request from the County.

5.4 CHANGE IN OPERATIONS OR ADMINISTRATION

Contractor shall notify the County in writing of any material changes in the operations to provide Services (e.g., vehicles, management and employees), at the time such material change is implemented. Any changes to the operations shall meet the Service requirements, performance standards, and other terms of this Agreement.

5.5 REQUIRED LICENSES, CERTIFICATES, AND PERMITS

Any licenses, certificates, or permits (other than permits obtained by the County as described in Section 4.2.B of this Agreement) required by the federal, State, or local governments for a contractor to provide the Services and work requested by the County under this Agreement 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 the County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the Services identified in this Agreement. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the Services requested by the County under this Agreement, the County reserves the right to make such determination for purposes of this Agreement.

ARTICLE 6

CONTRACTOR COMPENSATION

6.1 CONTRACTOR SERVICE FEES

The Service Fees shall constitute full compensation to Contractor for furnishing all labor, supervision, equipment, tools, materials, supplies, fuel, transportation, and all other items necessary to perform the Services required under this Agreement. The Parties agree that the Service Fees are the only form of compensation to Contractor for the Services provided under this Agreement. No compensation will be made in any case for loss of anticipated profits. The Service Fees are as follows:

A. Service Fee. The Service Fee shall initially be the monthly amount paid to Contractor by County in accordance with the fee schedule attached hereto as Exhibit A and incorporated by this reference, for operating each Facility and providing for transfer of Solid Waste and Diverted Materials. The Service Fee includes Contractor's total compensation for gatehouse operations, traffic control, materials management, transfer of Solid Waste or Diverted Materials to the Designated Disposal Site or other designated location (such transfer of Solid Waste or Diverted Materials is herein referred to as a "Pull"), and other Services specified in this Agreement for each Facility operated by Contractor during the Term of this Agreement. The monthly Service Fee shall be calculated using the amounts set forth in the fee schedule (Exhibit A). If County should direct that Solid Waste handled through the Bridgeport and Walker Facilities be delivered to the Benton Crossing Landfill pursuant to Section 4.2.D, then Service Fees for the transfer of Solid Waste and Bulky Items from those Facilities shall be replaced, as applicable, with those Fees set forth in Exhibit B, attached hereto and incorporated by this reference. Service Fees shall be subject to an annual CPI increase in accordance with Section 6.4.

B. Modified Services. Should County take any action resulting in an increase or decrease in the amount of work provided by Contractor pursuant to this Agreement (e.g., increasing or reducing the number of Pulls or increasing or decreasing hours of operation at a Facility), then the Service Fee shall be increased or reduced accordingly, based on the number of employee hours worked, number of Pulls or otherwise, in accordance with The Fee Schedule. In no event shall Service Fees exceed the Monthly and Annual Contract Limits, as set forth in Section 6.7.

6.2 FEDERAL AND STATE TAXES

A. Except as provided in Section 6.2.B below, the County will not withhold any federal or State income taxes or social security from any payments made by the County to Contractor under the terms and conditions of this Agreement.

B. If required by California law, 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).

C. Except as set forth in Section 6.2.B, above, the County has no obligation to withhold any taxes or payments from sums paid by the County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. The County has no responsibility or liability for payment of Contractor's taxes or assessments.

D. The total amounts paid by the 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.

6.3 INVOICING, BILLING, AND PAYMENT

By the fifteenth (15th) day of the month following the month in which Services were provided pursuant to this Agreement, Contractor shall submit to County an invoice listing the Services provided during the prior month and the charges therefor, in accordance with Exhibit A (or B, as applicable) and Sections 6.1 and 6.4 of this Agreement. Invoices shall itemize employee hours worked and the number of Pulls from each Facility during the previous month. Following receipt of such invoice, County shall make payment to Contractor within thirty (30) calendar days.

6.4 ANNUAL INFLATION ADJUSTMENT

A. Annual Inflation Adjustment. Subject to the terms herein, the Service Fees shall be adjusted annually for inflation. Each annual adjustment shall be based on the twelve (12) month inflation ending March 31st of each year, and will be effective on July 1 of each adjustment year. The first adjustment will be effective for Services performed on or following July 1, 2012, and will be based on inflation calculated between April 1, 2011 and March 31, 2012.

On or before May 15 of each year, the County shall prepare and submit to Contractor for review the annual inflation adjustments to the Service Fees and supporting calculations. The Service Fees set forth in Section 6.1 of this Agreement shall be revised by the County to reflect such annual adjustments and shall be effective on July 1 of the adjustment year.

B. Method for Determining Annual Inflation Adjustment. The Service Fees shall be adjusted annually to reflect the annual inflation rate measured as the percentage increase or decrease in the seasonally-unadjusted Consumer Price Index for All Urban Consumers (CPI) over the previous twelve (12) months. The expenditure category of the CPI utilized in this adjustment method shall be the "Water and Sewer and Trash Collection Services," as published by the United States Department of Labor, Bureau of Labor Statistics, Washington, D.C. The adjusted Contractor Service Fee shall be calculated as follows:

All adjusted Service Fees shall be rounded to the nearest dollar. In the event that the specified CPI increases by more than four (4) percent in any one year (i.e., $(\text{Current CPI} - \text{Previous CPI}) / \text{Previous CPI}$ is greater than 0.040), the Service Fee adjustment shall be limited to four percent (4%).

C. Change in CPI Expenditure Category. If the Consumer Price Index for All Urban Consumers, "Water and Sewer and Trash Collection Services" expenditure category, is discontinued or revised during the Term by the United States Department of Labor, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the CPI category had not been discontinued or revised. The County shall specify any replacement index to the CPI category at its sole discretion.

6.5 TRAVEL AND PER DIEM

Contractor shall not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing Services requested by the County under this Agreement.

6.6 NO ADDITIONAL CONSIDERATION

Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive from the County, any additional consideration, compensation, salary, wages, or other type of remuneration for Services rendered under this Agreement. Specifically, Contractor and its employees shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime payment, 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.

6.7 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 during the first year this Agreement is in effect shall not exceed \$324,000 (the "Annual Contract Limit"). Monthly payments to Contractor by County for such Services and work shall not exceed \$27,000 (the "Monthly Contract Limit") during the first year this Agreement is in effect. The Annual and Monthly Contract Limits shall be adjusted for subsequent years in accordance with Section 6.4. The County expressly reserves the right to deny any payment or reimbursement requested by Contractor for Services performed which is in excess of the Annual or Monthly Contract Limits.

6.8 SUBSTANTIAL CHANGE IN COSTS

Should any federal, State, regional, or local government enact any statute, ordinance, or regulation which substantially alters the nature or cost of Services as considered by this Agreement, Contractor or the County may, after thirty (30) days written notice to the affected party, re-open this Agreement for the purposes of re-negotiating the amount of payment due Contractor to meet the obligations of this Agreement under the new statute, ordinance, or regulation. If the amount of compensation cannot be successfully negotiated between the Parties, Contractor or the County shall have the option of terminating this Agreement given thirty (30) days written notice.

6.9 COUNTY RIGHT TO ESTABLISH GATE FEES

Contractor acknowledges that the County has the exclusive right to establish Gate Fees, whether expressed as per-ton tipping fees or other charges, at County-owned Facilities. Contractor acknowledges that the County may make changes to the Gate Fees from time to time and at its sole discretion. The County shall post changes in Gate Fees at each Facility and provide a minimum of fifteen (15) days' notice to Contractor prior to establishing any such changes.

ARTICLE 7

RECORD-KEEPING AND REPORTING

7.1 ACCOUNTING AND FINANCIAL RECORDS

Contractor shall maintain in its local off-site office full, complete, and separate financial and accounting records pertaining to cash, payroll, expenses, and other transactions provided for the County under this Agreement. Records shall be prepared in accordance with generally-accepted accounting principles. Such records shall be subject to audit and inspection by County. Contractor shall maintain and preserve all financial and accounting records for a period of not less than four (4) years following the close of each of the Contractor's fiscal years.

7.2 OTHER RECORDS

Contractor shall prepare and maintain all records required by the various provisions of this Agreement, and federal, State, and County law, 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 Section 7.2 by substitute photographs, microphotographs, or other authentic reproduction of such records. Contractor shall maintain in its local off-site office records of the quantities of materials received, Stockpiled, transferred, and diverted. Said records shall be subject to the inspection provisions as provided in Section 7.3, below.

7.3 RIGHT TO INSPECT RECORDS

The County and/or an authorized representative thereof shall at any reasonable time have the right to review and inspect the Contractor's records, including payroll and other financial records, to determine Contractor's compliance with the terms and conditions of this Agreement. The County shall have the right, at its sole discretion and at any time during the Term of this Agreement, to inspect or audit any books, documents, papers, Customer lists, records, including, but not limited to, financial records of Contractor, which the County determines to be pertinent to this Agreement, for the purposes of making an audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. The County shall have the right to enter Contractor premises for the purposes of such review and shall provide seven (7) days advance notice to Contractor when such inspection or audit is to be conducted. Contractor shall fully cooperate with any review or inspection of Contractor's records by County and/or an authorized representative thereof, including providing full and timely access to all required records, data, and other information, and shall, if requested by County, participate in any such review or inspection for purposes of providing clarifying information. Refusal to cooperate or participate on the part of Contractor shall be deemed an event of Default. The County's right to review and inspect Contractor's records in this Section 7.3 shall survive termination of this Agreement for a period of not less than four (4) years.

7.4 SITE DOCUMENTS

A copy of all approved permits issued by any Approval Agency shall be maintained at the office of each Facility and made available for review by Facility personnel and upon request by representatives of the County, regulatory agencies, or concerned individuals. Contractor shall maintain an "operating record" for each Facility pursuant to regulatory requirements.

7.5 MONTHLY REPORTING

Contractor shall submit monthly reports of waste transfer data, diversion data, and a log of daily operations to the County in accordance with the following specifications:

A. Report Submittals. Monthly reports shall be submitted no later than the fifteenth (15th) day of the month immediately following the reported month. Monthly reports shall be submitted either in hard copy or electronically.

B. Waste Transfer Data. Reports shall include separately for each Facility the date and quantity, in Tons of each load of Solid Waste transferred to the Designated Disposal Site.

C. Diversion Data. Reports shall also include the date and quantity, both in Tons and cubic yards, of all materials diverted, stored, or stockpiled at each Facility. Reports shall provide quantities, by material type and final destination, of all materials transported off-site for recycling or other end-use. Reports shall also include facility name and location, quantities, and material type, removed through Salvaging operations.

D. Daily Operations Log. Reports shall further be provided that summarize the daily operational activities at each Facility. These reports shall include for each Facility daily information such as weather conditions, number of Customers, Facility visitors, equipment breakdown and/or repair, a brief description of any incidents, accidents, injuries, and/or vandalism that occurred, and any other information that may be considered relevant.

7.6 QUARTERLY REPORTING

Contractor shall submit, on a quarterly basis, personnel training records and any applicable certifications obtained pursuant to Section 4.10 of this Agreement. Training records shall, at a minimum, include date of training session, name of Contractor personnel attending training, name of person or firm conducting the training session, and topic of training session. In addition, Contractor shall also submit copies of load-checking records from each Facility to the County on a quarterly basis. Such records shall be prepared in accordance with the approved load-checking program, as specified in Section 4.4.F and G of this Agreement. Contractor shall further submit to the County a copy of the complaint log kept pursuant to Section 5.2 of this Agreement.

7.7 ADDITIONAL REPORTING

Contractor shall furnish the County with any additional reports as may reasonably be required.

7.8 OTHER RELATED REQUIREMENTS

Contractor shall cooperate with and assist the County in the performance, if and as needed, of periodic waste characterization studies that may be conducted at the Facilities.

7.9 PERFORMANCE REVIEW

Contractor shall cooperate fully and assist the County with an annual "Performance Review" of Contractor's performance under this Agreement and provide within thirty (30) days of request, all operational, financial, and other information deemed reasonable or convenient by the County or the firm selected by the County for purposes of conducting the Performance Review. Contractor's failure to cooperate or provide all requested information shall be considered an Event of Default. The Performance Review shall be conducted as set forth below.

A. Scope of Performance Review. The Performance Review shall address all appropriate areas which may include, but not be limited to, the following areas, and shall provide specific recommendations, as appropriate, for improvement in each area:

1. Compliance with the terms of this Agreement and Applicable Laws.
2. Overall organizational structure and management systems and procedures.
3. Efficiency of transfer operations.
4. Staffing practices, including the deployment of management and supervisory personnel.
5. Financial management practices, including Contractor's handling of gate receipts and weigh tickets.

6. Employee job and safety training, and management of Household Hazardous Waste.
7. Procedures for receiving and resolving nuisance complaints registered by the public.
8. Procedures for the acquisition, upkeep, safety check, and replacement of equipment.
9. Utilization and management of facilities, equipment, and personnel.

B. Changes to Operations. In conjunction with the results of a particular Performance Review, the County reserves the right to require reasonable changes to the Contractor's operations, which the County determines to be reasonably necessary or reasonably appropriate by reason of the findings or results of the Performance Review to carry out the intent of the terms and conditions of this Agreement.

C. Determination of Default. If, after the County has reviewed the results of a particular Performance Review, including problem areas, frequency of occurrence, recommended improvements and compliance therewith, and has considered any evidence presented by the Contractor in connection therewith, the County determines to its satisfaction that an event of Default has occurred, then the County may issue a Notice of Default pursuant to Section 11.2 of this Agreement and without prejudice to any other remedy to which it may be entitled to either at law, in equity, or under this Agreement, and/or issue a written notice of termination, either by mail or personal service, to Contractor not less than thirty (30) days prior to the date upon which the termination is to become effective.

ARTICLE 8

INDEMNITY, INSURANCE, BONDS

8.1 DEFENSE AND INDEMNIFICATION BY CONTRACTOR

Contractor shall indemnify, defend with counsel acceptable to the County, protect, and hold harmless the County, its officers, employees, and agents from and against any and all claims, damages, losses, judgments, liabilities, expenses, penalties, forfeitures, demands, actions, proceedings or suits, in law or in equity, of every kind and description arising out of, resulting from, or in any way connected with: 1) the operation of the Contractor, its officers, employees, agents, contractors, and/or subcontractors in performance of this Agreement; 2) the failure of Contractor, its officers, employees, agents, contractors, and/or subcontractors to comply in all respects with the provisions and requirements of this Agreement, applicable laws, ordinances, and regulations, and/or applicable permits and licenses; 3) the acts of Contractor, its officers, employees, agents, contractors, and/or subcontractors in performing Services under this Agreement for which strict liability is imposed by law; and 4) the procurement of this Agreement. Contractor's obligation to defend, indemnify, and hold the County, its officers, employees, and agents harmless includes, but is not limited to, any actual or alleged personal injury, death, damage, or destruction to tangible or intangible property, including the loss of use, or for contribution or indemnity claimed by third Parties.

The foregoing indemnity shall apply regardless of whether such loss, liability, penalty, forfeiture, claim, demand, action, proceeding, suit, injury, death, or damage is caused in whole or in part by any act, omission, or negligence of the Contractor, its officers, employees, agents, suppliers, contractors, and/or subcontractors, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable. The Contractor's obligations in this Section 8.1 shall survive termination of this Agreement.

Contractor's obligation to defend, indemnify, and hold the County, its officers, employees, and agents harmless under the provisions of this Section 8.1 is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

8.2 HAZARDOUS SUBSTANCES INDEMNIFICATION BY CONTRACTOR

Contractor shall indemnify, defend with counsel acceptable to the County, protect, and hold harmless the County, its officers, employees, and agents from and against all claims, damages (including, but not limited to, special, consequential, natural resources, and punitive damages), injuries, response remediation and removal costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties, attorney's fees, and other expenses (including, but not limited to, attorneys' and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity) of any kind whatsoever paid, incurred, or suffered by, or asserted against, the County, its officers, employees, and agents arising from or attributable to acts or omissions of Contractor, its officers, employees, agents, contractors, and/or subcontractors, including, but not limited to, any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or Hazardous Wastes brought to a Facility during the Term of this Agreement, or handled by Contractor or its officers, employees, agents, contractors, and/or subcontractors at any place where Contractor conducts operations pursuant to this Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA, 42 U.S.C. Section 9607(c), and California Health and Safety Code Section 25364, to defend, insure, protect, hold harmless, and indemnify the County from liability.

The foregoing indemnity shall apply regardless of whether such loss, liability, penalty, forfeiture, claim, demand, action, proceeding, suit, injury, death, or damage is caused in whole or in part by any act, omission, or negligence of the Contractor, its officers, employees, agents, suppliers, contractors, and/or subcontractors, 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 obligations in this section shall survive termination of this Agreement.

8.3 DEFENSE AND INDEMNIFICATION BY COUNTY

The County shall indemnify, defend with counsel acceptable to Contractor, protect, and hold harmless Contractor, its officers, employees, and agents from and against any and all claims, damages, losses, judgments, liabilities, expenses, penalties, forfeitures, demands, actions, proceedings or suits, in law or in equity, of every kind and description arising out of, resulting from, or in any way connected with: 1) the operation of any Facility by the County, its officers, employees, agents, contractors, and/or subcontractors (other than Contractor or any of its subcontractors) other than pursuant to this Agreement; 2) the failure of the County, its officers, employees, agents, contractors, and/or subcontractors (other than Contractor or any of its subcontractors) to comply in all respects with the provisions and requirements of applicable laws, ordinances, and regulations, and/or applicable permits and licenses with respect to any Facility; and, 3) the acts of the County, its officers, employees, agents, contractors, and/or subcontractors (other than Contractor or any of its subcontractors) in performing Services with respect to any Facility for which strict liability is imposed by law. The County's obligation to defend, indemnify, and hold Contractor, its officers, employees, and agents harmless includes, but is not limited to, any actual or alleged personal injury, death, damage, or destruction to tangible or intangible property, including the loss of use, or for contribution or indemnity claimed by third parties.

The foregoing indemnity shall apply regardless of whether such loss, liability, penalty, forfeiture, claim, demand, action, proceeding, suit, injury, death, or damage is caused in whole or in part by any act, omission, or negligence of the County, its officers, employees, agents, suppliers, contractors and/or subcontractors, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable. The County's obligations in this Section 8.3 shall survive termination of this Agreement.

8.4 HAZARDOUS SUBSTANCES INDEMNIFICATION BY COUNTY

The County shall indemnify, defend with counsel acceptable to Contractor, protect, and hold harmless Contractor, its officers, employees, and agents from and against all claims, damages (including, but not limited to, special, consequential, natural resources, and punitive damages), injuries, response remediation and removal costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties, attorney's fees, and other expenses (including, but not limited to, attorneys' and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity) of any kind whatsoever paid, incurred, or suffered by, or asserted against, Contractor, its officers, employees, and agents arising from or attributable to acts or omissions of the County, its officers, employees, agents, contractors, and/or subcontractors, (other than Contractor or any of its subcontractors), including, but not limited to, any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or Hazardous Wastes brought to a Facility other than during the Term of this Agreement, or handled by the County, its officers, employees, agents, contractors, and/or subcontractors (other than Contractor or any of its subcontractors) at any place where the County conducts operations other than pursuant to this Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA, 42 U.S.C. Section 9607(c), and California Health and Safety Code Section 25364, to defend, insure, protect, hold harmless, and indemnify Contractor from liability.

The foregoing indemnity shall apply regardless of whether such loss, liability, penalty, forfeiture, claim, demand, action, proceeding, suit, injury, death, or damage is caused in whole or in part by any act, omission, or negligence of the County, its officers, employees, agents, suppliers, contractors, and/or subcontractors, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable. The County's obligations in this Section 8.4 shall survive termination of this Agreement.

8.5 ACTIONS NAMING BOTH PARTIES

Notwithstanding any other provision of this Agreement, in the event that Contractor and the County are both named as parties to any claim, lawsuit, or other action, then the Parties' respective duties to defend and indemnify each other under this Agreement shall operate as follows:

A. To the extent that one Party to this Agreement is only alleged to be vicariously responsible for the other Party's acts or omissions, then the Party who allegedly actively (non-vicariously) caused the harm, damages, or loss shall defend and indemnify the Party alleged to be only vicariously responsible. The Party alleged to be vicariously responsible shall have no duty to defend or indemnify the Party who allegedly actively caused the harm, damage, or loss.

B. To the extent that the Parties to this Agreement are each alleged to have caused some distinct harm, damage, or loss to the party bringing the action – in other words, where the Parties hereto are neither alleged to have jointly caused nor to be vicariously responsible for the other Party's acts or omissions – then neither Party shall have a duty to defend or indemnify the other. In other words, each Party shall defend itself and be responsible only for its proportionate share of any resulting judgment. To the extent allowed by law, each such Party may seek contribution from the other Party to the extent it is required to pay a larger portion of any judgment than the portion of harm, damage, or loss that it actually caused.

C. To the extent that the Parties to this Agreement are alleged to have jointly caused some distinct harm, damage, or loss to the party bringing the action – that is, where neither Party is being held vicariously responsible for the other's acts or omissions – then the Party alleged to have caused the greatest dollar amount of harm, damage, or loss shall defend the other Party, and the Party ultimately adjudged to have caused the greatest dollar amount of harm, damage, or loss shall indemnify the other Party and reimburse its defense costs, if any.

In the event and to the extent that a given claim, lawsuit, or other action is not addressed by one or more of the foregoing (where the County and Contractor are both named as parties), then neither Party shall be under any contractual obligation to defend or indemnify the other.

8.6 INSURANCE SCOPE AND LIMITS

Contractor shall procure and maintain for the entire Term of this Agreement a policy of insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its officers, employees, agents, representatives, contractors, or subcontractors. Such policy shall not exclude or except from coverage any of the Service and work required to be performed by Contractor under this Agreement. With respect to General Liability and Pollution and/or Environmental Impairment Liability, coverage should be maintained for a minimum of five (5) years after contract completion. The maintenance of claims made against any insurance required of Contractor shall not be considered a waiver by the County of any claim or liabilities it may have against Contractor.

A. Types and Minimum Limits of Insurance. Contractor shall maintain types and limits no less than:

1. General Liability: One million (\$1,000,000) dollars combined single limit per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: One million (\$1,000,000) dollars combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation: As specified in Section 5.3.B of this Agreement.
4. Pollution and/or Environmental Impairment Liability: One million (\$1,000,000) dollars each occurrence and five million (\$2,000,000) dollars aggregate policy covering liability arising from the release of waste materials and/or irritants, contaminants, or pollutants. Such coverage shall, if commercially available, without involvement of the County, automatically broaden in its form of coverage to include legislated changes in the definition of waste materials and/or irritants, contaminants, or pollutants, including on- and off-site clean-up. The policy shall stipulate this insurance is primary and no other insurance carried by the County will be called upon to contribute to a loss suffered by Contractor hereunder and shall waive subrogation against the County and other additional insureds.
5. Property: A policy on property insurance, including, where necessary, builders risk insurance, which will cover any County-owned equipment, structures, or materials that this Agreement places in the care custody or control of Contractor at any time during the Term thereof or any subsequent extension or renewal.

B. Deductible and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either the Insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the County; or, Contractor shall provide evidence satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Notwithstanding the foregoing, the County may elect not to accept any deductibles or self-insured retentions offered by Contractor.

C. Other Insurance Provisions.

1. The policies are to contain, or be endorsed to contain, the following provisions:
 - a. The County, its agents, officers, employees, and community service personnel are to be named as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or

- borrowed by or on behalf of Contractor in the performance of Services under this Agreement; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work or operations; and with respect to Pollution and/or Environmental Impairment Liability.
- b. Contractor's insurance coverage shall be primary insurance with respect to the County. Any insurance or self-insurance maintained by the County shall be excess of Contractor's insurance and shall not contribute with it.
 - c. Each insurance policy required by this clause shall be "claims-made," or an alternate form as approved by the County.
 - d. Each required insurance policy shall contain a clause providing that written notice shall be given to the County a minimum of thirty (30) days prior to termination, cancellation, suspension, or reduction of coverage or limits.
 - e. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
2. The Automobile Liability policy shall be endorsed to delete the Pollution and/or the Asbestos exclusion and add the Motor Carrier Act endorsement and/or other endorsements required by federal or State authorities. The Automobile Liability policy shall cover any and all automobiles, trucks, tractors, trailers, and mobile equipment that are owned, rented, or leased by Contractor, and which are used, stored, or otherwise present on County-owned, rented, or leased premises.
 3. With respect to Workers' Compensation Coverage, the insurer shall agree to waive all rights of subrogation against the County, its officers, agents, and employees for losses arising from Services performed by Contractor for the County.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII if admitted. If Pollution and/or Environmental Impairment coverages are not available from an "Admitted" insurer, the coverage may be written with the County's permission, by a non-admitted insurance company. A non-admitted company should have an A.M. Best's rating of A:X or higher.

E. Verification of Coverage. As provided in Section 3.2.D of this Agreement, Contractor shall furnish the County with endorsements effecting coverage required by this Section 8.6. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by the County no later than one week prior to the Effective Date for review and acceptance by the County before work commences.

F. Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein for the Contractor.

G. Failure to Furnish. In the event Contractor fails to maintain the appropriate insurance as specified herein or surety as specified in Section 8.7 and Section 8.8 of this Agreement, County may, after providing fifteen (15) days written notice to Contractor, take out such required insurance and/or surety in the name of the County, or may terminate this Agreement. The costs thereof shall be deducted from the monthly compensation due Contractor at the time of the next payment.

H. Other Provisions. Any failure by Contractor to comply with reporting or other provisions of insurance policies, including breaches of warranties, shall not affect coverage provided to the County, its officers, agents, and employees.

8.7 FAITHFUL PERFORMANCE BOND

Simultaneously with the execution of this Agreement, Contractor shall file with the County a bond, payable to the County, in a form acceptable to the County, securing the Contractor's faithful performance of each and every one of its obligations under this Agreement. The principal sum of the bond shall be fifty thousand dollars (\$50,000). The bond shall be executed as surety by an "A" rated, "T" listed (U.S. Treasury) bonding company authorized to issue surety bonds in the State of California. Alternatively, Contractor may deposit a letter of credit or open a certificate of deposit in the name of the County, approved as to form by County Counsel, to be held to secure this faithful performance. The bond or other surety shall be renewed annually, with certificate furnished to County within two weeks of renewal, and shall remain in full force and effect for the duration of this Agreement. The premium for the bond or other surety shall be paid by Contractor.

ARTICLE 9

BREACH, DEFAULT, AND REMEDIES

9.1 EVENTS OF BREACH

A. General. Failure by either Party to comply with any term or condition of this Agreement shall constitute a material breach of the Agreement.

B. Failure to Properly Manage or Account for Solid Waste. County and Contractor understand and agree that, due to Contractor's status as a franchised waste hauler within the County's solid waste franchise system, Contractor is required to account for, report, and make Capacity Payments to the County for Solid Waste that it collects from Customers in unincorporated Mono County and Disposes of at a facility other than Benton Crossing Landfill pursuant to the Franchise Agreement entered into between County and Contractor (the "Franchise Agreement"). In contrast, pursuant to this Agreement, Contractor must account for and report Solid Waste and Diverted Materials delivered to the Walker and Bridgeport Facilities, but may, if authorized by County, transfer such waste and materials to a disposal facility other than Benton Crossing Landfill without any additional payment to County. These varied commitments require Contractor and County to exercise vigilance and care in managing and accounting for Solid Waste handled pursuant to the two Agreements. Accordingly, County may audit, observe, follow or ride with, or otherwise track Contractor's work in properly managing and accounting for Solid Waste in accordance with the terms of this Agreement and the Franchise Agreement. In the event Contractor commingles or fails to properly account for Solid Waste or Diverted Materials, or takes any action resulting in an underpayment of Capacity Payment or other moneys owing to County pursuant to the Franchise Agreement, this Agreement may be immediately terminated by County and/or County may pursue any other remedy available at law, including damages, if such amounts are ascertainable, or liquidated damages as provided in Section 9.1.C.9.

C. Liquidated Damages, General. The Parties acknowledge that provision of consistent, reliable services is of utmost importance to the County and that the County has considered and relied on the Contractor's representations as to its ability and commitment to quality of service in entering this Agreement. The Parties further recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The Parties further recognize that if Contractor fails to achieve the performance standards, or fails to submit required documents in a timely manner, the County and users of the County's Facilities will suffer damages and that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages which the County and Facilities users will suffer. Therefore, without prejudice to the County's right to treat such non-performance as an Event of Default under this Article 9, the Parties agree that the following liquidated damage amounts represent a reasonable estimate of the amount of such damages considering all of the circumstances existing on the date of this Agreement, 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. In placing their initials at the places provided, each Party specifically confirms the accuracy of the statements made above and the fact that each party has had ample opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that the Agreement was made.

Contractor Initial Here K.A.B.

County Initial Here JA

Contractor agrees to pay (as liquidated damages and not as a penalty) the amounts set forth below:

D. Liquidated Damages, Specified. Upon delivery of written notice to Contractor, the County may impose the following liquidated damages upon Contractor, in addition to any other available remedies the County may have.

1. One hundred dollars (\$100) shall be withheld for failure to remove Contractor’s property not used in or necessary to the transfer station operations, as specified in this Agreement, for each day of said violation.
2. One hundred dollars (\$100) shall be withheld for failure to properly manage diversion areas and Stockpiles of materials associated with Green Waste, Inert Waste, or other diversion programs, as specified in the Agreement, for each day of said violation.
3. One hundred dollars (\$100) shall be withheld for failure to verify loads and direct Facility users to the appropriate unloading area, and comply with operating procedures for waste diversion programs, as specified in this Agreement, for each day of said violation.
4. One hundred dollars (\$100) shall be withheld for failure to keep or submit documents and reports, as specified in this Agreement, for each day of said violation after ten (10) days notice by the County.
5. Two-hundred fifty dollars (\$250) shall be withheld for failure to provide adequate staff to conduct all Facility operations, as specified in this Agreement, for each day of said violation.
6. Two-hundred fifty dollars (\$250) shall be withheld for failure to provide personal safety and other supplemental equipment, as specified in this Agreement, for each day of said violation.
7. Two-hundred fifty dollars (\$250) shall be withheld for failure to control routine Litter, and for failure to remove materials illegally dumped in and around the Facilities, as specified in this Agreement, for each day of said violation.
8. Two-hundred fifty dollars (\$250) shall be withheld for each citation of a “violation” at any Facility and for which the Contractor is obligated under this Agreement, as specified in an inspection report prepared and issued by the Local Enforcement Agency, for each day of said violation after seven (7) days’ notice by the County or the Local Enforcement Agency.
9. Five hundred dollars (\$500) shall be withheld for each instance in which Solid Waste or Diverted Materials handled by Contractor pursuant to this Agreement are not managed and/or accounted for so as to prevent the mis-reporting to County of amounts of Solid Waste or Diverted Materials redirected from the Designated Disposal Site by Contractor pursuant to this Agreement or the Franchise Agreement.

The County may determine the occurrence of events giving rise to liquidated damages through the observation of its own employees or representatives.

Prior to assessing liquidated damages, the County shall give Contractor notice of its intention to do so. The notice shall include a brief description of the non-performance, violation, or other breach. Contractor may

review (and copy at its own expense) all information in the possession of the County relating to the non-performance, violation, or other breach. Contractor may, within ten (10) days after receiving the notice, request a meeting with the County. If a meeting is conducted, it shall be held by the Public Works Director or his designee. Contractor may present evidence in writing and through testimony of its employees and others relevant to the non-performance, violation, or other breach. The Public Works Director or designee shall provide Contractor with a written explanation of his or her determination on each non-performance, violation, or other breach prior to authorizing the assessment of liquidated damages. The decision of the Public Works Director or designee shall be final. The amount of the authorized assessment of liquidated damages issued by the County shall be withheld from the County's next payment to Contractor.

E. Limit on Amount of Damages. In no event shall the amount of liquidated damages to be withheld for any given day exceed \$500 per Facility.

F. Fines Assessed. Contractor shall be solely responsible for paying any fines or penalties imposed by governmental agencies against the County, Contractor, or any of its subcontractors as a result of Contractor's or subcontractor's non-compliance with permit terms or failure to obtain necessary permits. The County shall retain from amounts otherwise due Contractor an amount equal to any fines or penalties assessed against the County because of Contractor's or subcontractor's failure to perform in accordance with the terms of this Agreement, in addition to any liquidated damages assessed in accordance with this Agreement.

G. Notice of Breach. In the event that either Party to this Agreement believes that the other party has breached the Agreement, it shall send the party alleged to have breached the Agreement a written "Notice of Breach" setting forth in detail the specific nature of the breach and any damages, liquidated or otherwise, believed to be owing as a result of the breach. The party sending the Notice may combine it with a Notice of Default and/or Notice of Termination in the event that the party asserting the breach does not wish, and is not otherwise required by this agreement, to allow the other party an opportunity to cure the breach prior to declaring an "Event of Default" and/or terminating the Agreement.

9.2 EVENTS OF DEFAULT

Each of the following shall constitute an event of Default ("event of Default") hereunder:

A. Failure to Correct Breach. Failure to correct any breach, 1) within seventy-two (72) hours of written notice from the County, provided that if the nature of the breach is such that it can be cured but will reasonably require more than seventy-two (72) hours to cure, Contractor shall not be in Default so long as Contractor promptly commences to cure such breach and diligently proceeds to complete same; or 2) immediately, if the breach is such that the health, welfare, or safety of the public is endangered as determined by the Public Works Director or his designee. For example, and without limiting the generality of the foregoing, failure by the Contractor to receive Waste at a Facility during normal operating hours would constitute a breach requiring immediate correction by the Contractor.

B. Misrepresentation. Any representation or disclosure made to the County by Contractor in connection with or as an inducement to entering into this Agreement or any future amendment to this Agreement which proves to be false or misleading in any material respect as of the time the representation or disclosure is made, whether or not any such representation or disclosure appears as part of this Agreement.

C. Seizure or Attachment of Equipment. There is a seizure or attachment (other than a prejudgment attachment) of, or levy affecting possession on, the operating equipment of the Contractor, including without limit its vehicles, equipment, or facilities, or any part thereof of such proportion as to impair Contractor's ability to perform under this Agreement and which cannot be released, bonded, or otherwise lifted within forty-eight (48) hours excluding weekends and the County-approved holidays.

D. Contractor Bankruptcy. Contractor files a voluntary petition for debt relief under any applicable bankruptcy, insolvency, debtor relief, or other similar law now or hereafter in effect, or consents to the appointment of or taking of possession by a receiver, liquidator, assignee (other than as a part of a transfer of equipment no longer useful to Contractor or necessary for this Agreement), trustee (other than as security for an obligation under a deed of trust), custodian, sequestrator (or similar official) of Contractor for a part of Contractor's operating assets or any substantial part of Contractor's property, or shall make any general assignment for the benefit of Contractor's creditors, or shall fail generally to pay Contractor's debts as they become due.

E. Court Order or Decree. Any court having jurisdiction shall enter a decree or order for relief in respect of Contractor, in any involuntary case brought under any bankruptcy, insolvency, debtor relief, or similar law now or hereafter in effect, or Contractor shall consent to or shall fail to oppose any such proceeding, or any such court shall enter a decree or order appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Contractor or for any part of Contractor's operating equipment or assets, or order the winding up or liquidation of the affairs of Contractor.

F. Failure to Provide Performance Assurances. Contractor fails to provide reasonable assurances of performance as required under Section 9.8 of this Agreement or fails to maintain the Faithful Performance Bond as specified in Section 8.7 of this Agreement.

G. Failure to Notify County. Contractor fails to notify the County within fifteen (15) days of any receipt of notice of violation from those regulatory agencies regulating Waste transportation, handling, processing, or Disposal activities.

H. Lapse of Financial Requirement. Lapse of any insurance or bond required under this Agreement.

I. Regulatory Violation. Contractor violates any orders or filings of any regulatory body having jurisdiction over Contractor relative to this Agreement, provided Contractor may contest any such orders or filings by appropriate proceedings conducted in good faith, in which case no breach of this Agreement shall be deemed to have occurred unless a final determination is issued following such proceedings which affirms the violation.

J. Cessation of Services. Contractor ceases to provide Services as required under this Agreement for a period of two consecutive operating days or more, for any reason within the control of Contractor, including labor disputes.

K. Failure to Meet Reporting Requirements. Contractor refuses to provide County with required information, reports, and/or records (or access thereto) in a timely manner as provided for in the Agreement.

L. Unremedied Acts or Omissions. Any other act or omission by Contractor which materially violates the terms, conditions, or requirements of this Agreement and which is not corrected or remedied within the time period set in the written notice of the violation or, if Contractor cannot reasonably correct or remedy the breach within the time period set forth in such notice, if Contractor should fail to commence to correct or remedy such violation within the time period set forth in such notice and diligently effect such correction or remedy thereafter.

M. General Default. Violation of any term or condition of this Agreement.

N. Notice of Default. In the event that either Party to this Agreement believes that an "Event of Default" has occurred, it shall send the party alleged to have defaulted a written "Notice of Default" setting forth in detail the specific nature of the default. The party sending the Notice may combine it with a Notice of Termination in the event that the party asserting the default wishes to terminate the Agreement as a result of the default.

9.3 RIGHT TO TERMINATE UPON CONTRACTOR DEFAULT

Upon a Default by Contractor, the County shall have the right to terminate this Agreement without need for any hearing, suit, or legal action by giving Contractor written "Notice of Termination" either by mail or personal service not less than sixty (60) days prior to the date upon which the termination is to become effective unless a shorter notice period is required for the immediate protection of public health, safety, or welfare. Said Notice may be combined with any Notice of Breach or Notice of Default.

9.4 RIGHT TO TERMINATE UPON COUNTY DEFAULT

Contractor shall have the right to terminate this Agreement by giving written "Notice of Termination," either by mail or personal service, to the County not less than sixty (60) days prior to the date upon which the termination is to become effective, in the event of any material breach of this Agreement by the County, including but not limited to, any of the following:

- (1) The County's failure to make any payment required under this Agreement or refusal to provide the Contractor with required information or reports, as to any material matter, as provided by this Agreement; or,
- (2) Any act or omission by County which materially violates the terms, conditions, or requirements of this Agreement.

Notwithstanding the foregoing, Contractor shall not be permitted to terminate this Agreement if the County cures said default within thirty (30) days after receiving written Notice of Termination from the Contractor, or, if the default is not capable of being cured within thirty (30) days, if County commences action and proceeds in good faith to cure the default within thirty (30) days.

9.5 POSSESSION OF PROPERTY UPON TERMINATION

In the event of termination for Contractor Default, the County shall have the right to take possession of any and all of the Contractor's equipment, records, Customer lists, and other property used or useful in the provision of Services under this Agreement, and to use such property. The County shall pay reasonable compensation to the Contractor for the temporary use of such equipment and other property. In no event shall monthly compensation exceed twenty-five percent (25%) of the Contractor's "Service Fee" (as defined in Section 6.1 of this Agreement) then in effect for use of Contractor's equipment and other property. The County shall have the right to retain the possession of such property for a period not to exceed ninety (90) days, or until other suitable arrangements can be made for the provision of Services, which may include the award of an agreement to another company, whichever is earlier.

9.6 COUNTY'S REMEDIES CUMULATIVE

The County's right to terminate this Agreement under Section 9.1, and 9.3 and to take possession of Contractor's properties under Section 9.5 are not exclusive, and the County's termination of the Agreement shall not constitute an election of remedies. Instead, all remedies provided for in this Agreement shall be in addition to any and all other legal and equitable rights and remedies which the County may have under law or as otherwise provided in this Agreement.

By virtue of the nature of this Agreement, the urgency of timely, continuous, and high quality service, and the lead time required to effect alternative service, the remedy of damages for a breach hereof by the Contractor is inadequate and the County shall be entitled to injunctive relief if it so desires.

9.7 EXCUSE FROM PERFORMANCE

A. Excuse from Performance. The Parties shall be excused from performing their respective obligations hereunder in the event they are prevented from so performing by Uncontrollable Circumstances beyond the control of, and not the fault of, the Party claiming excuse from performance hereunder. Labor unrest, including but not limited to strike, work stoppage or slowdown, sickout, picketing, or other concerted job action conducted by Contractor's employees or directed at the Contractor, or a subcontractor, is not an excuse from performance and Contractor shall be obligated to continue to provide Service notwithstanding the occurrence of any or all of such events.

B. Inexcuse from Performance. In addition, none of the following are to be considered an excuse from performance: 1) general economic conditions, interest or inflation rates, currency fluctuation, or changes in the cost or availability of fuel, commodities, supplies or equipment; 2) changes in the financial condition of Contractor or any of its subcontractors affecting their ability to perform their obligations; 3) the consequences of errors, neglect, or omissions by Contractor or any subcontractor; 4) any failure of any subcontractor or supplier to furnish labor, materials, service, or equipment for any reason; 5) equipment failure; or 6) any act, event, or circumstance occurring outside the State of California.

C. Notice. The Party claiming excuse from performance shall, within two (2) days after such party has notice of such cause, give the other party written notice of the facts constituting such cause and asserting its claim to excuse under this Article 9. Notwithstanding, in the event of a catastrophic event Contractor shall comply with the Mono County Emergency Preparedness Plan.

D. Waiver of Damages. In the event that either Party validly exercises its rights under this Article, the Parties hereby waive any claim against each other for any damages sustained thereby.

E. Interruption or Discontinuance of Service. The partial or complete interruption or discontinuance of Contractor's Services caused by one or more Uncontrollable Circumstances and constituting an excuse from performance shall not constitute an event of Default by Contractor under this Agreement. Notwithstanding the foregoing, however, if Contractor is excused from performing its obligations hereunder for any of the causes listed in this Article 9 for a period of thirty (30) days or more, the County shall nevertheless have the right, in its sole discretion, to terminate this Agreement by giving ten (10) days written notice, in which case the provisions of Section 9.5 shall apply. In the event the County exercises its right to terminate this Agreement under this subsection, Contractor shall not be obligated to the County under its performance bond.

9.8 RIGHT TO DEMAND ASSURANCES OF PERFORMANCE

If Contractor is: 1) the subject of any labor unrest including work stoppage or slowdown, sickout, picketing, or other concerted job action; 2) appears in the reasonable judgment of the County to be unable to regularly pay its bills as they become due; or, 3) the subject of a civil or criminal investigation, charge, or judgment or order entered by a federal, State, regional, or local agency for violation of a law relating to performance under this Agreement, and the County believes in good faith that Contractor's ability to perform under this Agreement has thereby been placed in substantial jeopardy, the County may, at its option and in addition to all other remedies it may have, demand from Contractor reasonable assurances of timely and proper performance of this Agreement, in such form and substance as the County believes in good faith is reasonably necessary in the circumstances to provide evidence of Contractor's continued ability to perform under this Agreement. If Contractor fails or refuses to provide satisfactory assurances of timely and proper performance in the form and by the date required by the County, such failure or refusal shall be an event of Default for purposes of Section 9.2.

9.9 COUNTY'S RIGHT TO PERFORM

A. County's Right to Perform. In addition to any and all other legal or equitable remedies, in the event that Contractor, for any reason whatsoever, fails, refuses, or is unable to perform any Services at the time and in the manner provided in this Agreement for a period of more than seventy-two (72) hours, and if, as a result thereof, Waste accumulates within the boundaries of the County to such an extent, in such a manner, or for such a time that the Public Works Director or his designee should find that such accumulation endangers or menaces the environment, public health, safety, or welfare, then the County shall have the right, but not the obligation, without payment to the Contractor, upon twenty-four (24) hours prior notice to Contractor during the period of such emergency as determined by Public Works Director or his designee, to do either one or both of the following: 1) cause to be performed such Services with other personnel; or, 2) take possession of any or all of the Contractor's equipment and other property used or useful in providing one or more of the Services and to provide one or more of the Services.

B. Notice. Notice of Contractor's failure, refusal, or neglect to perform one or more Services may be given orally by telephone to the Contractor at its principal office, or by email, and shall be effective immediately. Written confirmation of any oral notification shall be sent to the Contractor within twenty-four (24) hours of the oral notification.

C. Contractor's Cooperation. The Contractor further agrees that in such event:

1. It shall fully cooperate with the County to effectuate the transfer of possession of property to the County for the County's use.
2. It shall, if the County so requests and to the extent feasible, keep in good repair and condition all of such property, provide all motor vehicles with fuel, oil and other service, and provide such other service as may be necessary to maintain said property in operational condition.

D. Not a Taking by the County. The County's exercise of its contractual rights under this Article 9: 1) does not constitute a taking of private property for which compensation must be paid; 2) shall not create any liability on the part of the County to the Contractor; and, 3) does not exempt Contractor from the indemnity provisions of Article 8, which are meant to extend to circumstances arising under this Article 9, provided that the Contractor is not required to indemnify the County against claims and damages that are solely caused by the established active negligence or willful misconduct of County officers, employees, agents, or volunteers acting under this Article 9.

E. Temporary Possession of Contractor's Property. The County's right to retain temporary possession of Contractor's property, and to provide one or more Services shall continue until Contractor can demonstrate to the County's satisfaction that it is ready, willing, and able to resume such Services. The County has no obligation to maintain possession of Contractor's property or continue its use in performing one or more Services for any period of time and may, at any time, in its sole discretion, relinquish possession to Contractor.

9.10 WAIVER OF DEFAULT

The waiver by either Party of any breach, default, or violation of any provisions of this Agreement shall not be deemed to be a waiver of any breach, default, or violation of any other provision nor of any subsequent breach, default, or violation of the same or any other provision, and shall not be construed to be a modification of the terms and conditions of this Agreement unless the Agreement is modified as provided in Section 11.6, below. The subsequent acceptance by either Party of any monies which become due hereunder shall not be deemed to be a waiver of any preexisting or concurrent breach of violation by the other Party of any provision of this Agreement.

ARTICLE 10
OTHER AGREEMENTS OF THE PARTIES

10.1 RELATIONSHIP OF PARTIES

The Parties intend that Contractor shall perform the Services required by this Agreement as an independent Contractor engaged by the County 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 the County. Except as may be expressly provided herein, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the County is to be considered an employee of Contractor. It is understood by both Parties that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship, partnership, or joint venture.

No employee or agent of Contractor shall be or shall be deemed to be an employee or agent of the County. Except as expressly provided herein, Contractor shall have the exclusive control over the manner and means of conducting the Services performed under this Agreement, and all persons performing such Services. Contractor shall be solely responsible for the acts and omissions of its officers, employees, subcontractors, and agents. Neither Contractor nor its officers, employees, subcontractors, and agents shall obtain any rights to retirement benefits, workers' compensation benefits, or any other benefits which accrue to County employees by virtue of this Agreement.

Contractor, its agents, offices, and employees shall conduct themselves in a professional manner at all times in the performance of Services requested by the County under this Agreement. Contractor shall be responsible to the County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to the County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor or its employees shall not provide, directly or indirectly, any gifts or gratuities to any County officer, employee, agent, or representative.

In the event that any statute or court decision ever renders the assumptions of this Section invalid, either Party may terminate this Agreement within thirty (30) days prior written notice to the other Party.

10.2 PARTIES IN INTEREST

Nothing in this Agreement, whether express or implied, is intended to confer any rights on any persons other than the Parties to it and their representatives, successors, and permitted assigns.

10.3 CONFLICTS

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and Services under this Agreement.

10.4 COMPLIANCE WITH APPLICABLE LAW

In providing the Services required under this Agreement, the Contractor shall at all times, at its sole cost, comply with all Applicable Laws. In particular, Contractor's operations at each Facility shall comply with all applicable laws, regulations and ordinances, as now existing or as they may be later adopted, modified or amended, and shall further comply with all applicable regulatory permits, including, but not limited to, any applicable land use permits, Waste Discharge Requirements, and Solid Waste Facilities Permits. In addition, Contractor shall comply with the provisions, conditions, and requirements of all operating plans and procedures, and all other future operating plans and procedures and other documents for each Facility hereafter approved or adopted by the County.

10.5 GOVERNING LAW

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

10.6 UNANTICIPATED PREVAILING WAGE ISSUES

The Parties hereto are of the mutual opinion that the work to be performed by Contractor under this Agreement is not subject to prevailing wage laws. That mutual assumption is critical to both Parties' entry into this Agreement. If that assumption ultimately proves incorrect for any reason during the Term of this Agreement, then either Party may at that point, with thirty (30) days' written notice to the other Party, terminate the Agreement without penalty, damages, indemnification, or contribution of any kind owing to the other Party as a result of the mistaken assumption.

10.7 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, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, sex, or any other legally-protected status. 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.

10.8 CONFIDENTIALITY

Contractor agrees to comply with the 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 information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Contractor understands, however, that the County may be required by State law to allow public access to records and other information provided by Contractor to the County.

10.9 POST-AGREEMENT COVENANT

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing Services and work under this Agreement, for any personal benefit, gain, or enhancement.

10.10 COUNTY PROPERTY

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, keys, structures, containers, and equipment provided to Contractor by the County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. Contractor shall use reasonable care to protect, safeguard, and maintain such items while they are in Contractor's possession. Contractor shall be financially responsible for any loss or damage to such items, partial or total, (excluding normal wear and tear) which 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, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, 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 this Agreement, Contractor will convey possession and title to all such properties to the County. (This section is intended to cover only those items which were specifically requested and/or paid for by the County in conjunction with applicable provisions of this Agreement. It is not intended to cover those items of a creative nature produced by Contractor or his employees.)

10.11 CONTRACTOR ASSIGNMENT

A. Definition. For purposes of this Article, "assignment" shall include, but not be limited to: 1) a sale, exchange, or other transfer of substantially all of Contractor's assets dedicated to Service under this Agreement to a third party; 2) a sale, exchange, or other transfer of thirty (30) percent or more of the outstanding common stock of Contractor; 3) any reorganization, consolidation, merger, recapitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation, or other transaction to which Contractor or any of its shareholders is a party which results in a change of ownership or control of thirty (30) percent or more of the value or voting rights in the stock of Contractor; and, 4) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of ownership. If Contractor is not a corporation, an assignment shall also include, among other things, any transfer or reorganization that has an effect similar to the situations described in foregoing sentence for corporations. For purposes of this Article, the term "proposed assignee" shall refer to the proposed transferee(s) or other successor(s) in interest pursuant to the assignment. If Contractor is a subsidiary of another corporation or business entity, any "assignment," as defined above, by the parent company or corporation shall be considered an assignment by Contractor.

B. County Consent. Contractor acknowledges that this Agreement involves rendering a vital service to the County, and that the County has relied upon Contractor's representation of its skills, knowledge, experience, training, and financial resources in qualifying Contractor to perform the Services under this Agreement. Except as provided in this Article, Contractor shall neither assign its rights nor delegate, subcontract, or otherwise transfer its obligations under this Agreement to any other person or entity without the prior written consent of the County. Further, Contractor shall not assign any moneys due or to become due under this Agreement without prior written consent of the County. Any such assignment without the consent of the County shall be void and the attempted assignment shall constitute a material breach of this Agreement. Under no circumstances shall the County be required to consider any proposed assignment if Contractor is in Default at any time during the period of consideration.

C. Requirements of Contractor. If Contractor requests the County's consideration of and consent to an assignment, the County may deny or approve such request in its sole and complete discretion. No request by Contractor for consent to an assignment need be considered by the County unless and until the Contractor has met the following requirements:

1. Contractor shall pay the County its reasonable expenses for attorney's fees, consultant fees, and other related costs to investigate the suitability of any proposed assignee, and to review and finalize any documentation required as a condition for approving any such assignment;
2. Contractor shall furnish the County with audited financial statements of the proposed assignee's operations for the immediately-preceding five (5) operating years;
3. Contractor shall furnish the County with satisfactory proof that the proposed assignee has the demonstrated technical capability to perform all Services, including:

- a. That the proposed assignee has at least five (5) years of transfer station experience on a scale equal to or exceeding the scale of operations conducted by Contractor under this Agreement;
- b. In the last five (5) years, the proposed assignee has not suffered any significant citations or other censure from any federal, State, or local environmental laws and the assignee has provided the County with a complete list of such citations and censures;
- c. The proposed assignee has at all time conducted its operations in an environmentally safe and conscientious fashion;
- d. The proposed assignee conducts its operations in accordance with sound waste management practices in full compliance with all federal, State, and local laws regulating the Disposal of Solid Waste, including hazardous substances;
- e. The assignee's office that serves as the location for managing Services is within one hundred (100) miles of the County, as determined by estimating the distance on a map by drawing a straight line between the County's office and the assignee's office;
- f. Any other information required by the County to ensure the proposed assignee can fulfill the terms of this Agreement in a timely, safe, courteous, and effective manner.

D. Application and Transfer Fee. Any application for a transfer of Agreement shall be made in a manner prescribed by the County. The application shall include a transfer fee in an amount to be set by resolution of the Mono County Board of Supervisors to cover the cost of all direct and indirect administrative expenses, including consultants and attorneys, necessary to adequately analyze the application and to reimburse the County for all direct and indirect expenses. In addition, Contractor shall reimburse the County for any and all additional costs related to the assignment requested and not covered by the transfer fee. Request for payment by the County shall be supported with evidence of the expense or cost incurred. The applicant shall pay such bills within thirty (30) days of receipt.

E. Transition. If the County consents to an assignment, at the point of transition Contractor shall cooperate with the County and subsequent contractor(s) or subcontractor(s) to assist in an orderly transition, which shall include the Contractor providing operating records and information to the County and/or the assignee.

10.12 SUBCONTRACTING

Contractor shall not engage any subcontractors for Services provided under this Agreement without the prior written consent of the County. No subcontractor will be recognized as such, and all persons engaged in the performance of Services under this Agreement shall be considered as employees of the Contractor and the Contractor will be held responsible for their work, which shall be subject to the provisions of this Agreement.

Subcontracts shall include provisions that this Agreement is part of the subcontract, and that all terms and provisions of this Agreement are incorporated into the subcontract. Subcontracts shall also contain certification by the subcontractor that the subcontractor is experienced in and qualified to do, and knowledgeable about, the subcontracted work. Before work is started on a subcontract, Contractor shall submit to the County a written statement describing the name(s) of the subcontractor, a description of each portion of the work to be subcontracted, the equipment to be utilized in performance of the subcontract, and the term of the subcontract. Copies of subcontracts shall be submitted to the County upon the County's written request. When a portion of the work which has been subcontracted by the Contractor is not being prosecuted in a manner satisfactory to the County, the subcontractor shall be removed immediately at the written request of the County and shall not again be employed in the completion of obligations under this Agreement.

10.13 BINDING ON SUCCESSORS

The provisions of this Agreement shall inure to the benefit to and be binding on the successors and permitted assigns of the Parties.

10.14 TRANSITION TO THE NEXT CONTRACTOR

One (1) year prior to the conclusion of the Term, or any approved extension thereto, whichever is applicable, and in order to assist with the process to award a new agreement at the conclusion of the Term, or approved extension thereto, Contractor shall provide the County with such information as may reasonably be requested. Failure to provide full cooperation may at the County's sole discretion preclude Contractor from participating in the next agreement. The County shall consider in good faith any reasonable requests by Contractor to maintain as confidential any bona fide proprietary or trade secret information of Contractor which the County may request. The County shall in no event be liable for disclosing information or records in its possession that constitute "public records" that the County must disclose under State law.

10.15 CONDEMNATION

In addition to its rights under Article 9, the County fully reserves the right to acquire Contractor's property utilized in the performance of this Agreement, by negotiated purchase or through the exercise of its power of eminent domain.

10.16 NOTICE AND PARTY REPRESENTATIVE

All notices, demands, requests, proposals, approvals, consents, amendments, additions, or deletions to this Agreement, and other communications which this Agreement requires, authorizes, or contemplates are, except as otherwise specifically provided, to be in writing and shall be effective when personally delivered to a representative of the Parties or deposited in the United States mail, postage prepaid, addressed as follows:

If to the County:

Mono County Solid Waste Superintendent
74 North School Street, Annex I
P.O. Box 457
Bridgeport, CA 9317

If to the Contractor:

Darrol Brown
D & S Waste Removal, Inc.
3 Highway 95A East
P.O. Box 834
Yerington, NV 89447

The address to which communications may be delivered may be changed from time to time by a notice given to the other Party in accordance with this Article. Notice shall be deemed given three (3) calendar days following deposit in the United States mail as provided in this Section, or upon personal delivery.

10.17 FUNDING LIMITATION

The ability of the County to enter this Agreement is based upon existing available funding from various sources including, but not limited to, Solid Waste Assessments, Gate Fees, and grants. Notwithstanding any other provision of this Agreement, in the event the County finds it necessary to reduce or modify such funding, in consideration of future budget constraints, the County shall have the option to terminate this Agreement without penalty or damages arising or to negotiate with the Contractor to reduce or modify this Agreement. Any such cancellation, proposed change, or modification shall require a minimum of thirty (30) days written notice to the Contractor.

ARTICLE 11

MISCELLANEOUS AGREEMENTS

11.1 ENTIRE AGREEMENT

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

11.2 SECTION HEADINGS

Article headings and section headings in this Agreement are for convenience of reference only and are not intended to be used in the construction of this Agreement nor to alter or affect any of its provisions.

11.3 REFERENCES TO LAWS

All references in this Agreement to laws shall be understood to include such laws as they may be subsequently amended or recodified, unless otherwise specifically provided.

11.4 REFERENCE TO DAYS

All references to days herein are to calendar days, including Saturdays, Sundays, and holidays, except as otherwise specifically provided.

11.5 INTERPRETATION

This Agreement shall be interpreted and construed reasonably and neither for nor against either Party, regardless of the degree to which either Party participated in its drafting.

11.6 INTEGRATION AND AMENDMENT

This Agreement represents the entire integrated agreement between the County and Contractor and supersedes all prior negotiations, representations, understandings, or agreements between the Parties, either written or oral. No prior oral or written understanding shall be of any force or affect with respect to those matters contained herein. This Agreement may be modified, amended, changed, added to, or subtracted from only by the mutual consent of the Parties. Any such amendment shall be in written form and shall be processed and executed with the same formalities as the original Agreement.

11.7 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 regulations, 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 provision of this Agreement are severable. Nevertheless, either Party may in that event terminate this Agreement without penalty or damages arising by giving thirty (30) days' written notice to the other Party.

11.8 COUNTERPARTS

This Agreement may be executed in counterparts.

11.9 MISCELLANEOUS

A. Judicial Venue. Any lawsuit between Parties arising out of this Agreement shall be brought and concluded in the courts of the State of California, which shall have exclusive jurisdiction over such lawsuits. With respect to venue, the Parties agree that this Agreement is made in and shall be performed in Mono County, California. All depositions made by County employees shall be made in Mono County, unless another location is selected by the County.

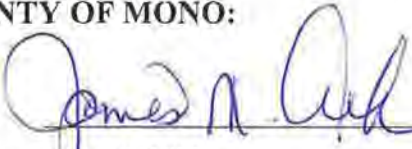
B. Advice. Each of the Parties has received the advice of legal counsel prior to signing this Agreement or has knowingly waived the opportunity to do so. Each Party acknowledges that no other party or agent or attorney has made a promise, representation, or warranty whatsoever, express or implied, not contained herein concerning the subject matter herein to induce another party to execute this Agreement. The Parties agree no provision or provisions may be subject to any rules of construction based upon any party being considered the party "drafting" this Agreement.

11.10 EXHIBITS

Each of the Exhibits identified is attached hereto and incorporated herein and made a part hereof by this reference.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS
THIS 1st DAY OF JULY, 2011.**

COUNTY OF MONO:

By: 
Name: JIM ARKENS
Title: COUNTY ADMINISTRATIVE OFFICER
Agency: MONO COUNTY
Date: JULY 1, 2011

CONTRACTOR:

By: 
Name: KEVIN BROWN
Title: MANAGER
Firm: D&S WASTE REMOVAL, INC.
Date: JULY 1, 2011

Taxpayer Identification or Social Security No.:

88-0189267

APPROVED AS TO FORM:


County Counsel

APPROVED BY RISK MANAGEMENT:


RITA SHERMAN

EXHIBIT A
SERVICE FEE SCHEDULE

Cost Per MSW Pull – Bridgeport	\$504.75
Cost Per Bulky Item Bin Pull – Bridgeport	\$550.14
Cost Per MSW Pull – Benton	\$504.75
Cost Per MSW Pull – Chalfant	\$504.75
Cost Per Bulky Item Bin Pull – Chalfant	\$350.14
Cost Per 40 YD Roll Off Pull – Paradise	\$504.75
Cost Per MSW Pull – Pumice Valley	\$504.75
Cost Per Bulky Item Bin Pull – Pumice Valley	\$350.14
Cost Per MSW Pull – Walker	\$485.00
Cost Per Bulky Item Bin Pull - Walker	\$325.14
Cost Per Glass, Plastic, and Aluminum Bin Pull – Benton	\$350.14
Cost Per Cardboard Bin – Benton	\$350.14
Cost Per Glass, Plastic, and Aluminum Bin Pull– Bridgeport	\$350.14
Cost Per Cardboard Bin – Bridgeport	\$350.14
Cost Per Glass, Plastic, and Aluminum Bin Pull – Chalfant	\$350.14
Cost Per Cardboard Bin – Chalfant	\$350.14
Cost Per Glass, Plastic, and Aluminum Bin Pull – Walker	\$350.14
Cost Per Cardboard Bin Pull – Walker	\$350.14
Cost Per Ash Bin Pull – Benton	\$42.60
Cost Per Ash Bin Pull – Bridgeport	\$42.60
Cost Per Ash Bin Pull – Chalfant	\$42.60
Cost Per Ash Bin Pull – Paradise	\$42.60
Cost Per Ash Bin Pull– Walker	\$42.60
Employee Cost Per Hour – Benton	\$16.02
Employee Cost Per Hour – Bridgeport	\$16.02
Employee Cost Per Hour – Chalfant	\$16.02
Employee Cost Per Hour – Paradise	\$16.02
Employee Cost Per Hour – Pumice	\$16.02
Employee Cost Per Hour – Walker	\$16.02
Employee Cost Per Hour on a Holiday – Benton	\$21.72
Employee Cost Per Hour on a Holiday – Bridgeport	\$21.72
Employee Cost Per Hour on a Holiday – Chalfant	\$21.72
Employee Cost Per Hour on a Holiday – Paradise	\$21.72
Employee Cost Per Hour on a Holiday – Pumice	\$21.72
Management, Training, and other Administration	\$1,208.33 per month

EXHIBIT B
SERVICE FEES TO HAUL BRIDGEPORT AND WALKER
WASTE TO BENTON CROSSING LANDFILL

Cost Per MSW Pull – Bridgeport	\$545.00
Cost Per Bulky Item Bin Pull – Bridgeport	\$350.14
Cost Per MSW Pull – Walker	\$585.00
Cost Per Bulky Item Bin Pull - Walker	\$385.00

**AGREEMENT AND FIRST AMENDMENT
TO THE AGREEMENT BETWEEN THE COUNTY OF MONO AND
D&S WASTE REMOVAL, INC., PROVIDING FOR THE OPERATION
OF TRANSFER STATION FACILITIES**

This Agreement and First Amendment is entered into effective June 30, 2016, by and between the County of Mono (hereinafter, "County"), a political subdivision of the State of California, and D&S Waste Removal, Inc. (hereinafter, "Contractor"), for the purposes of amending that certain Agreement between the County and Contractor dated July 1, 2011, and as subsequently amended. The County and Contractor are referred to herein collectively as "the parties."

I. Recitals.

A. On July 1, 2011, the parties entered into a five-year agreement with respect to providing for operation of the County's transfer station facilities. The agreement is referred to herein as the "Transfer Station Agreement." The Transfer Station Agreement is incorporated herein by this reference as though fully set forth; and

B. The Transfer Station Agreement was developed in accordance with the County's existing waste management system and infrastructure, which includes the Regional Benton Crossing Landfill. That facility is scheduled to close no later than January 1, 2023 and the County has engaged in initial closure planning efforts. The closure of Benton Crossing Landfill is expected to cause significant changes to how waste management services, including Transfer Station operations, are provided within the County; and

C. Prior to the closure of the Benton Crossing Landfill, the existing Transfer Station Agreement continues to be a reasonable and effective way of managing the County's transfer stations. In view of anticipated changes to the County's waste management system and infrastructure, it is in the best interest of the citizens of Mono County to continue those services as contemplated in this Agreement and First Amendment; and

D. A Request for Bids was distributed on May 19th 2016, and two bids were received but it was determined that it was in the best interests of the County to extend the current contract; and

E. The parties wish now to amend the Transfer Station Agreement to extend its Expiration Date from June 30, 2016 until and through June 30, 2018.

II. Terms and Conditions.

In reference to the Transfer Station Agreement, the parties hereto agree as follows:

1. Section 3.1 is amended, in relevant part, to read as follows:

"The Term of this Agreement shall commence at 12:01 am on the Effective Date of this Agreement (July 1, 2011), at which time contract operations by Contractor at the Benton Transfer Station, Bridgeport Transfer Station, Chalfant Transfer Station, Paradise Transfer Station, Pumice Valley Transfer Station, and Walker Transfer Station shall commence. The Term shall continue in force for a period of seven (7) years from the start of contract operations and shall expire at 11:59 pm, June 30, 2018..."

2. Section 3.1 A. is added: "In the event that the Benton Crossing Landfill is closed and ceases accepting waste for disposal, this agreement may be terminated and/or amended by County to address related operational changes."

3. Section 4.9 D is amended to read as follows:

"Site Road Conditions. Contractor shall keep internal access roads and applicable entrance roads (Garbage Pit Road - Bridgeport, Dross Road - Pumice Valley, and Offal Road - Walker) clean and free of dirt, mud, Litter, debris, and tire puncture hazards. No material or equipment shall be stored where it will interfere with Facility operations and the free and safe passage of public traffic. County shall provide snow removal on all Facility entrance roads and internal access roads as necessary to ensure uninterrupted service and public access to Facility unloading areas at the Bridgeport, Pumice Valley, and Walker Facilities. The Contractor shall provide snow removal when necessary at the Benton, Chalfant, and Paradise Facilities. The Contractor shall provide snow removal along paths, walkways, scales, and around unloading areas as necessary to ensure uninterrupted service at all facilities. The County shall be responsible for the maintenance of Facility entrance roads and internal access roads."

4. Section 4.4 G. is amended, in relevant part, to read as follows:

"...Contractor shall protect the Household Hazardous Waste storage containers from damage and keep them in a neat, orderly, and fully-functioning manner. Treated Wood Waste, when discovered in any load, shall be set aside without direct contact with the ground, and covered with a tarp or other device to prevent precipitation from contacting the material. Said Household Hazardous Waste storage containers shall remain the property of the County. No physical alteration to the storage containers shall be permitted unless written authorization is granted by the County..."

5. Section 7.5 is amended, in relevant part, to read as follows:

"Contractor shall submit monthly reports of waste transfer data, diversion data, a log of daily operations, and load inspections to the County. Said monthly reports, to be submitted to County by Contractor, shall also be subject to more detailed specifications as follows: ..."

- 6. Section 8.6.A.4., "Pollution and/or Environmental Impairment Liability", is deleted in its entirety.
- 7. Section 8.7, "Faithful Performance Bond", is deleted in its entirety.
- 8. All other provisions of the Transfer Station Agreement shall remain in full force and effect.

III. Execution.

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

County:

Contractor:

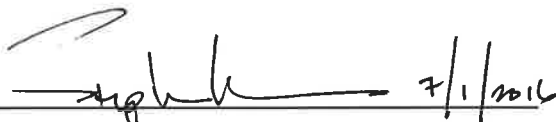


Leslie Chapman, Chief Administrative Officer
County of Mono



Darrol Brown, President
D&S Waste Removal, Inc.

Approved as to Form:



Stephen M. Kerins, Deputy County Counsel
County of Mono

**AGREEMENT AND SECOND AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF MONO AND D & S WASTE REMOVAL, INC.
PROVIDING FOR THE OPERATION OF TRANSFER STATION FACILITIES**

This AGREEMENT AND SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE COUNTY OF MONO AND D & S WASTE REMOVAL, INC. PROVIDING FOR THE OPERATION OF TRANSFER STATION FACILITIES ("Second Amendment") is entered into by and between the County of Mono ("County"), a political subdivision of the State of California, and D & S Waste Removal, Inc. ("Contractor") of Yerington, Nevada, for the purpose of amending the AGREEMENT BETWEEN THE COUNTY OF MONO AND D & S WASTE REMOVAL, INC. PROVIDING FOR THE OPERATION OF TRANSFER STATION FACILITIES ("Transfer Station Agreement") and all amendments thereto. County and Contractor are sometimes referred to herein collectively as the "Parties."

RECITALS

A. On or about July 1, 2011, the Parties entered into the Transfer Station Agreement providing for Contractor's operation and related management services of County's transfer station facilities. The Transfer Station Agreement is incorporated herein by this reference as though fully set forth in this Second Amendment.

B. The Transfer Station Agreement was developed in accordance with the County's existing waste management system and infrastructure, which includes the regional Benton Crossing Landfill. That landfill facility is scheduled to close no later than January 1, 2023, and County has engaged in initial efforts and activities related to closure planning. The close of Benton Crossing Landfill is expected to cause significant changes to how waste management services, including those covered by the Transfer Station Agreement, are provided by and within County.

C. Thereafter, on or about June 30, 2016, the Parties entered into the AGREEMENT AND FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE COUNTY OF MONO AND D & S WASTE REMOVAL, INC. PROVIDING FOR THE OPERATION OF TRANSFER STATION FACILITIES ("First Amendment") to, among other things, extend the Term of the Transfer Station Agreement through June 30, 2018; to clarify Contractor's responsibility to maintain certain facility roads, protect household hazardous waste storage containers, and submit certain monthly reports; and to delete certain liability and bonding requirements. The First Amendment is incorporated herein by this reference as though fully set forth in this Second Amendment.

D. The Transfer Station Agreement, as amended by the First Amendment, continues to be a reasonable and effective way of operating and managing County's transfer station facilities prior to the close of Benton Crossing Landfill. In view of anticipated but yet undetermined changes to County's solid waste management system and infrastructure, it is in the best interest of County and its citizens to continue those transfer station operation and management services as contemplated in this Second Amendment.

E. In light of the foregoing, the Parties wish to amend the Transfer Station Agreement to extend the Term through June 30, 2019.

NOW, THEREFORE, the Parties agree as follows:

1. The Term provided in Article 3.1 of the Transfer Station Agreement, as amended by the First Amendment, shall be extended through June 30, 2019.

2. All other provisions of the Transfer Station Agreement, as amended by the First Amendment, including all attachments and exhibits thereto, not expressly amended or modified by this Second Amendment shall remain in full force and effect.

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

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

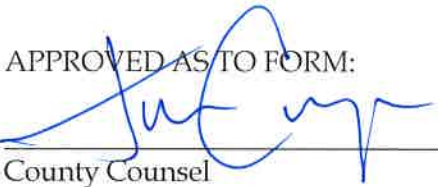
County of Mono:

Contractor:

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

By: _____
Name: Darrol Brown, President
Title: President
Firm: D & S Waste Removal, Inc.
Date: _____
Tax ID: 88-0189267

APPROVED AS TO FORM:

 6/13/18

County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 16, 2019

Departments: Public Works

TIME REQUIRED

SUBJECT Irrevocable Offer of Dedication to the
Town of Mammoth Lakes for
Thompsons Way

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

If approved and accepted by the Town of Mammoth Lakes, the northern portion of Thompsons Way (adjacent to the Mammoth Court parking lot) would become part of the Town's maintained road system.

RECOMMENDED ACTION:

Approve and authorize County Administrator to execute an irrevocable offer of dedication for road and right-of-way purposes over APN 035-010-067 (Thompsons Way) to the Town of Mammoth Lakes substantially in the form shown in the attached document, with only those minor modification which may be made to the Exhibit and/or legal description in final survey/engineering review.

FISCAL IMPACT:

The Town of Mammoth Lakes will receive partial gas tax funding for snow removal and maintenance when accepted into their road system. The Mono County/Town of Mammoth Lakes Property Use Agreement dated March 9, 2019 anticipates the sharing of some costs under future agreements.

CONTACT NAME: Garrett Higerd

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

[Irrevocable Offer of Dedication](#)

History

Time	Who	Approval
7/12/2019 9:37 AM	County Administrative Office	Yes
7/11/2019 12:12 PM	County Counsel	Yes
7/11/2019 12:19 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: July 16, 2019

To: Honorable Chair and Members of the Board of Supervisors

From: Garrett Higerd, County Engineer

Re: Irrevocable Offer of Dedication to the Town of Mammoth Lakes for Thompsons Way

Recommended Action:

Approve and authorize County Administrator to execute an irrevocable offer of dedication for road and right-of-way purposes over APN 035-010-067 (Thompsons Way) to the Town of Mammoth Lakes substantially in the form shown in the attached document, with only those minor modification which may be made to the Exhibit and/or legal description in final survey/engineering review.

Fiscal Impact:

The Town of Mammoth Lakes will receive partial gas tax funding for snow removal and maintenance when accepted into their road system. The Mono County/Town of Mammoth Lakes Property Use Agreement dated March 9, 2019 anticipates the sharing of some costs under future agreements.

Background:

On October 16, 2018 the Board made an Irrevocable Offer of Dedication (IOD) to the Town of Mammoth Lakes for access and thoroughfare upon Parcel A-3 for Tavern Road and the southern portion of Thompsons Way. Since then, it has been determined that an IOD was not previously made for the northern portion of Thompsons Way (to Highway 203). Approval of the recommended action will clean this up and make the IOD continuous for Tavern Road and Thompsons Way.

Tavern Road and Thompsons Way will become Town Right of Way and provide public access and parking to users of the Civic Center. Town staff has expressed that they intend to accept the IODs. 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: Resolution
Irrevocable Offer of Dedication

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

**TOWN OF MAMMOTH LAKES
ATTN: DANIEL C. HOLLER
P.O. BOX 1609
MAMMOTH LAKES, CA 93546**

**COUNTY OF MONO
ATTN: DAVID WILBRECHT
P.O. BOX 696
BRIDGEPORT, CA 93517**

EXEMPT FROM RECORDING FEES PURSUANT TO GOV. CODE, §
27383.

[SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY]

EXEMPT FROM BUILDING HOMES AND JOBS ACT FEE PURSUANT TO
GOV. CODE, § 27388.1(a)(2)(D).

EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO REV.
& TAX CODE, § 11922

ASSESSOR'S PARCEL NO. (APN): 035-010-067-000

IRREVOCABLE OFFER OF DEDICATION OF EASEMENT FOR ROAD PURPOSES

For a valuable consideration, receipt of which is hereby acknowledged, the COUNTY OF MONO ("Grantor"), a political subdivision of the State of California, hereby makes an irrevocable offer of dedication to the TOWN OF MAMMOTH LAKES ("Grantee"), a California municipal corporation, together with its successors and assigns, an easement and right-of-way for public road purposes upon, over, and across that certain real property situated in the Town of Mammoth Lakes and more particularly described as follows:

The east 75 feet of the Mono County Parcel as described on EXHIBIT A (legal description) and EXHIBIT B (plat map), attached hereto and incorporated herein by this reference.

Together with the right to enter upon and to pass and repass over and along said easement and to deposit tools, implements, and other materials thereon by Grantee, its officers, agents, and employees and by any contractor, his agents, and employees engaged by Grantee, whenever and wherever necessary for the purposes set forth above.

Reserving however to Grantor, as the owner of the fee underlying the easement and right-of-way herein granted, the continued use of the surface of the real property described herein.

This Irrevocable Offer of Dedication of Easement of Road Purposes is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by Grantee's Town Council. This Irrevocable Offer of Dedication of Easement of Road Purposes shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns.

COUNTY OF MONO

By: _____
David Wilbrecht
County Administrative Officer

Dated: _____

APPROVED AS TO FORM

By: _____
Mono County Counsel

ACCEPTANCE OF OFFER BY GRANTEE TOWN OF MAMMOTH LAKES

This is to certify that the interest in real property offered herein to the TOWN OF MAMMOTH LAKES, a California municipal corporation, by the COUNTY OF MONO, a political subdivision of the State of California, is hereby acknowledged and accepted by the TOWN OF MAMMOTH LAKES.

TOWN OF MAMMOTH LAKES

By: _____
Dan Holler
Town Manager
Town of Mammoth Lakes

Dated: _____

APPROVED AS TO FORM

By: _____
Town Attorney

EXHIBIT A

LEGAL DESCRIPTION OF IRROVOCABEL OFFER OF DEDICATION

ALL that certain real property situated in the Town of Mammoth Lakes, County of Mono, State of California, described as follows:

THE east 75 feet of the lands described in the GRAND DEED from the Southern Mono Healthcare District to the County of Mono and recorded as Document # 2007007331 of Official Records in the Office of the Recorder of said County;

EXCEPT THEREFROM that certain real property described in the GRANT DEED from Mono County to the State of California and recorded as Document # 2008002312 of Official Records in the Office of said County Recorder.

ALSO EXCEPT THEREFROM that certain real property described in the GRANT DEED AND AGREEMENT FOR CONVEYANCE OF TITLE between the Town of Mammoth Lakes and the County of Mono and recorded as Document # 2012004389 of Official Records in the Office of said County Recorder.

The above described parcel is shown on the attached exhibit titled "Exhibit B".

LEGAL DESCRIPTION PREPARED
UNDER THE SUPERVISION OF:



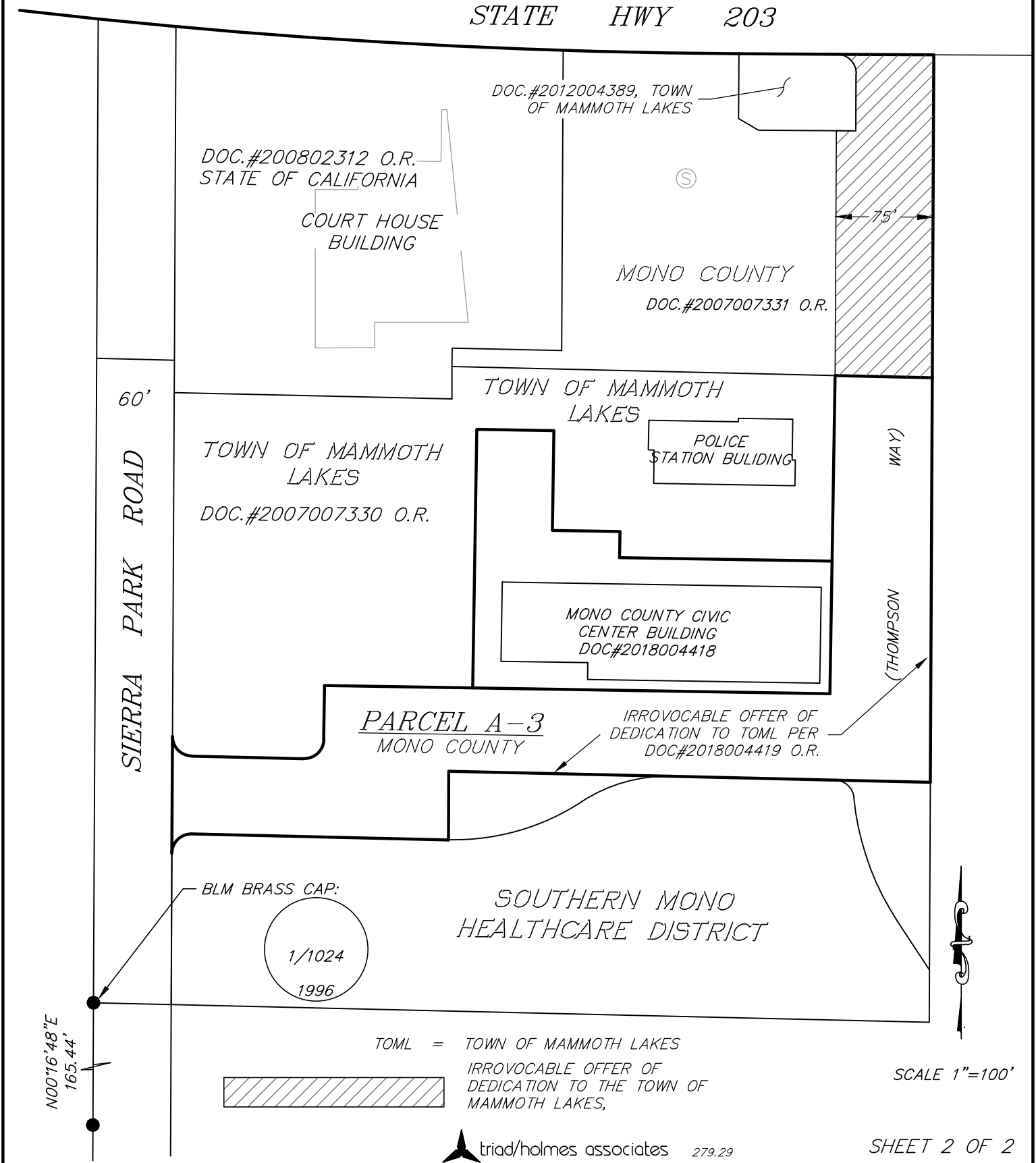
ANDREW K. HOLMES P.L.S. 4428
LIC. EXPIRES 09/30/19

EXHIBIT B
IRROVOCABLE OFFER OF DEDICATION
TO THE TOWN OF MAMMOTH LAKES

DRAFT

MAMMOTH LAKES, MONO COUNTY, CALIFORNIA

STATE HWY 203





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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 16, 2019

Departments: County Counsel

TIME REQUIRED

SUBJECT Revised Letter to FERC Settlement Parties Regarding Mill and Wilson Creeks

PERSONS APPEARING BEFORE THE BOARD

AGENDA DESCRIPTION:

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

Review and approval of letter from Board of Supervisors to Federal Energy Regulatory Commission (FERC) settlement parties regarding their proposed water management plans and decisions on Mill and Wilson Creeks.

RECOMMENDED ACTION:

Approve and authorize Chair to sign letter to FERC settlement parties regarding proposed water management plans on Mill and Wilson Creeks.

FISCAL IMPACT:

None.

CONTACT NAME: Jason Canger

PHONE/EMAIL: (760) 924-1712 / jcanger@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Revised Letter

History

Time	Who	Approval
7/12/2019 9:38 AM	County Administrative Office	Yes
7/10/2019 6:44 PM	County Counsel	Yes

7/11/2019 12:18 PM

Finance

Yes



Jennifer Halferty ~ District One Fred Stump ~ District Two Bob Gardner ~ District Three
John Peters ~ District Four Stacy Corless ~ District Five

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5533 • FAX (760) 932-5531
Shannon Kendall, Clerk of the Board

July 16, 2019

VIA U.S. MAIL AND EMAIL

Southern California Edison
Attn: Matthew Woodhall, Senior Advisor
Regulatory Affairs
1515 Walnut Grove Avenue
Rosemead, CA 91770
matthew.woodhall@sce.com

U.S. Department of Agriculture, U.S. Inyo
National Forest
Attn: Tamara Randall-Parker, Forest
Supervisor
351 Pacu Lane, Suite 200
Bishop, CA 93514
tkrandallparker@usda.gov

U.S. Department of the Interior, U.S. Bureau
of Land Management
Steve Nelson, Field Manager
351 Pacu Lane, Suite 100
Bishop, CA 93517
snelson@blm.gov
Mono Lake Committee
Attn: Geoffrey McQuilken, Executive
Director
51365 Highway 395 & Third Street
P.O. Box 29
Lee Vining, CA 93541
geoff@monolake.org

California Department of Fish & Wildlife
Attn: Charlton Bonham, Director
1416 9th Street, 12th Floor
Sacramento, CA 95814
director@wildlife.ca.gov

American Rivers
Attn: Richard Roos-Collins
Water and Power Law Group LLC
2140 Shattuck Avenue, Suite 801
Berkeley, CA 94704
rrcollins@waterpowerlaw.com

California Trout
Attn: Curtis Knight, Executive Director
360 Pine Street, 4th Floor
San Francisco, CA 94104
cknight@caltrout.org

RE: Water Management Plans on Mill and Wilson Creeks, Mono County, California

Dear Settlement Parties:

The Mono County Board of Supervisors writes to the above-referenced parties to the “Lundy Hydroelectric Project Settlement Agreement,” dated January 2004 (collectively, “Settlement Parties”), in relation to the Settlement Parties’ proposed plans and recent decisions regarding water management on Mill and Wilson Creeks located in the northern Mono Basin. Under the 1914 Mill Creek Adjudication, Mono County Superior Court Case No. 2088 (November 30, 1914), the County is one of the primary water right holders on Mill Creek and diverts water to Conway and Mattly Ranches for several beneficial uses, including irrigation for grazing, habitat maintenance and enhancement, groundwater recharge, and aquaculture. In May 2019, the County twice received notice that parts of Wilson Creek had dried and several brown trout killed. The Board writes to express its concern with these impacts and urge the Settlement Parties to prepare a communications plan and analyze the potential environmental impacts of their water management plans and decisions.

A communications plan that includes the participation of all Mill Creek water right holders as well as interested stakeholders and the public is critical to ensuring the success of the Settlement Parties’ water management plans. The Board appreciates that the Settlement Parties have met with County staff to discuss development of a water management plan for Mill and Wilson Creeks. However, despite stating that their intent to prepare a communications plan, the Settlement Parties have never shared such a plan, or a draft of the water management plan with a communications element, that includes a sufficient process for informing and updating Mill Creek water right holders of the Settlement Parties’ water management decisions. The Board sees communication among Settlement Parties and water right holders as necessary to ensure the Mill Creek Adjudication is properly administered and rights are not injured.

Moreover, any communications plans prepared by the Settlement Parties must involve interested stakeholders and the public. We appreciate that there may have been a time for the Settlement Parties to conduct meetings in private; however, that time has passed. Decisions are now affecting other persons and parties interested in Mill and Wilson Creeks, not merely water right holders. Accordingly, the Board asks that the Settlement Parties’ communications plan include a process for involving stakeholders and the public in water management decisions. At a minimum, this plan should include processes for timely notifying all interested parties of long-term management plans and individual decisions; an opportunity for water right holders to object and provide notice of their respective water uses and needs; and an opportunity for stakeholders and the public to provide comments. In our opinion, a communications plan that provides for the meaningful involvement of both water right holders as well as stakeholders and the public creates a more transparent and collaborative process.

The Board is also concerned with the lack of environmental review of the Settlement Parties’ water management plans and decisions. We understand that those plans may have been reviewed previously. However, those reviews involved analyses of varying degrees of different plans and actions by different entities at different times. As such, it is unclear whether previous reviews analyzed the Settlement Parties’ current water management plans and can account for

Settlement Parties

RE: Mill/Wilson Creek Water Management Plan

July 16, 2019

Page 3 of 3

potential impacts against the current conditions of the Mill and Wilson Creek systems. Accordingly, the Board requests that the Settlement Parties prepare an updated environmental review of their water management plan and related decisions, as currently proposed, prior to returning water to Mill Creek.

Thank you for attending the June 18, 2019 Board of Supervisors meeting where these Mill and Wilson Creeks matters were discussed. Also, in particular, we thank Southern California Edison for its June 21, 2019 letter offering, on behalf of the Settlement Parties, to provide the Board with a presentation on the proposed water management plans for Mill and Wilson Creeks. We accept that offer and ask that the Settlement Parties contact County staff to schedule such a presentation as an informational agenda item at a Board meeting in the near future.

We thank you for taking the time to discuss the Settlement Parties' water management plans on Mill and Wilson Creeks. For the reasons discussed above, however, the Board strongly urges the Settlement Parties to prepare a communications plans and review the potentially significant environmental impacts associated with those plans prior to returning any water to Mill Creek. If you have any questions regarding this letter or any matter discussed herein, please contact Tony Dublino, Mono County Public Work Director, at (760) 932-5440 or tdublino@mono.ca.gov.

Sincerely,

John Peters, Chair
Mono County Board of Supervisors

cc: Kelly Henderson, Cal Rossi, Southern California Edison
Lisa Cutting, Robert Di Paolo, Mono Lake Committee
Patricia Moyer, Steve Parmenter, Nancee Murray, California Department of Fish and Wildlife
Gordon Martin, U.S. Forest Service, Inyo National Forest
Lawrence Primosch, U.S. Bureau of Land Management, Bishop Field Office
Eric Huber, California Trout
Katie Bellomo, People for Mono Basin Preservation



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 16, 2019

TIME REQUIRED

SUBJECT MLH Comments on CalHome
Program Draft Guidelines

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Mammoth Lake Housing's (MLH) comments regarding the CalHome Program draft guidelines. The CalHome Program is a state program through the Department of Housing and Community Development (HCD) with the purpose of providing housing to low-income households.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> MLH Comments</p>

History

Time	Who	Approval
7/12/2019 9:37 AM	County Administrative Office	Yes
7/11/2019 12:13 PM	County Counsel	Yes
7/11/2019 12:18 PM	Finance	Yes



DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
CalHome Program
2020 W. EL CAMINO,
SACRAMENTO, CA 95833
CalHome@hcd.ca.gov

June 9, 2019

RE: CalHome Program Draft Guidelines – Public Comment

To Whom It May Concern:

Thank you for the opportunity to provide feedback regarding the CalHome Draft Program Guidelines. As a nonprofit recipient, Mammoth Lakes Housing has worked alongside the Department of Housing & Community Development on CalHome-funded programs in our service area which includes Inyo, Mono, and Alpine counties. Our service area covers 14,102 square miles and provides resources to a population of 33,923 rural residents. Through this partnership, we have found the CalHome program to be of great benefit to our local communities.

After reviewing the Draft Guidelines, I have a couple of comments as noted below:

1. Accessory Dwelling Units

- a. CalHome's focus is on serving low-income households with housing. By requiring that the household obtaining the CalHome loan for ADU construction to be low-income, the CalHome Program is limiting the access to ADU financing to low-income households. As we know, low-income households already struggle to secure affordable homeownership opportunities, so it is likely that the pool of eligible homeowners who are interested in creating an ADU will be slim. If the goal of CalHome is to increase housing opportunities for low-income households, our suggestion would be to not limit the income of the household seeking the loan, but require a rent-limitation agreement on the ADU itself to insure that the *home created through the construction of the ADU remains available and affordable to low-income households*. Such a requirement would serve to achieve the goal of CalHome and **increase the supply** of affordable housing available to low-income households.
- b. In exchange for a rent-limitation agreement or a deed restriction, which would increase the supply of affordable housing to low-income households, it would be useful to be able to utilize CalHome funding to provide low-interest rate loans to the home owners (of any income level) for construction, fees, and other barriers to creating ADUs. This would incentivize owners of illegal or unpermitted ADUs to

come forward and comply with regulations, while providing a deed restricted, low-income rental unit.

- c. The Draft Guidelines do nothing to restrict the use of the ADU overall. In addition to the comment above requiring a restriction to serve low-income households with the ADU, the Draft Guidelines should also protect the ADU from becoming an investment property such as a vacation rental or nightly rental (through platforms such as AirBnB, for example). In order to protect our long-term housing stock for California residents, *the State must consider the impacts that vacation rentals have on our local communities' abilities to preserve the availability of housing. If the ADUs created through the CalHome Program are required to be long-term, affordable rentals, the Program will be helping to increase the housing stock available to low-income households.*
- d. Pursuant to the State Housing Element Law, local jurisdictions are required to identify sites in their Housing Element that are capable of accommodating the regions share of housing as specified by HCD (i.e., RHNA). By requiring a rent-limitation agreement or a deed restriction for the ADU units constructed with CalHome funding, local jurisdictions would be working towards achieving their RHNA and would be increasing the supply of affordable housing available to low-income households.

2. Mortgage Assistance Loan Limit

- a. In previous guidance, the mortgage assistance limit was approximately \$56,000. Mammoth Lakes Housing's program was set up to help eligible households purchase, rehabilitate, or replace manufactured homes (including those not on a permanent foundation, in a mobile home park). Unfortunately, this loan limit did not allow for Mammoth Lakes Housing to serve as the primary, single lender on a manufactured home due to the high market value of homes in our region, except in a few cases. As you are aware, reasonable loan products for manufactured housing are traditionally difficult to come by and our low-income home buyers struggled to secure additional affordable financing to fill the gap between the purchase price and the CalHome loan. *The low loan limit proved to be a significant barrier to the success of this program locally.*

Our suggestion would be to increase the individual loan limit to reflect the cost of a new manufactured home, and include land acquisition, site planning, and recycling/disposal fees in eligible costs, so that your partners can *effectively serve their communities with nonpredatory lending products for manufactured homes and continue to utilize the CalHome Program to increase the supply of affordable housing in our rural region.*

- b. By increasing the loan limit to cover the cost of a new manufactured home, we may be able to affordably replace some inadequate units with brand new, energy efficient homes, *which will save our low-income clients on their utility bills, and improve their health and well-being while improving our local housing stock and revitalizing our communities.*

I appreciate the opportunity to provide this feedback on the CalHome Draft Guidelines and hope that you will take these comments into consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Patricia Robertson', with a stylized, cursive script.

Patricia Robertson
Executive Director

CC:
California Coalition for Rural Housing
Mono County Board of Supervisors
Town of Mammoth Lakes
Inyo County
City of Bishop
Alpine County



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 16, 2019

TIME REQUIRED

SUBJECT Liberty Utilities Public Participation
Hearings for Request to Increase
Rates

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Notice of public participation hearings for Liberty Utilities (Calpeco Electric) LLC's request to increase rates for its 2019-2021 General Rate Case Application (A.18-12-001).

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Notice](#)

History

Time

Who

Approval

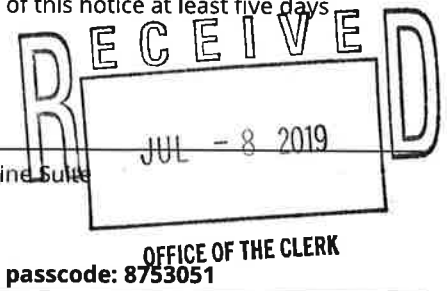
NOTICE OF PUBLIC PARTICIPATION HEARINGS FOR LIBERTY UTILITIES (CALPECO ELECTRIC) LLC'S REQUEST TO INCREASE RATES FOR ITS 2019-2021 GENERAL RATE CASE APPLICATION (A.18-12-001)

The California Public Utilities Commission (CPUC) is interested in hearing from you regarding Liberty Utilities (CalPeco Electric) LLC's (Liberty Utilities) request to increase rates for its General Rate Case (GRC) Application (A.18-12-001). Public participation hearings (PPHs) have been scheduled on the dates, times, and locations listed below.

An Administrative Law Judge (Judge) will be presiding at these PPHs to listen to concerns, comments, and opinions on this application. One or more Commissioners may attend, **but no decisions will be reached at these hearings**. All public comments from these PPHs will be included in the formal record and become public record.

The hearings' locations are wheelchair-accessible. If you need a non-English language interpreter or special assistance, please contact the CPUC's Public Advisor's Office (PAO) at the address listed at the bottom of this notice at least five days in advance of the hearing date.

The PPHs are scheduled for the dates, times and locations listed below:



Date and Time of PPHs	Location of PPHs
July 24, 2019 7:00 p.m .	North Lake Tahoe Event Center – Timberline Suite 8318 North Lake Boulevard Kings Beach, CA 96143 Listen-only phone line: 1-877-988-5730, passcode: 8753051
July 25, 2019 7:00 p.m.	City of South Lake Tahoe City Hall – Council Chambers 1901 Airport Road South Lake Tahoe, CA 96150 Live stream: https://twitter.com/californiapuc
July 26, 2019 5:00 p.m.	Truckee Community Recreational Center – Meeting Room 8924 Donner Pass Road Truckee, CA 96161 Live stream: https://twitter.com/californiapuc

REMOTE ACCESS

Remote access will be available for customers who are unable to attend a hearing in person. Customers can listen to the July 24 PPH remotely from anywhere using the remote access phone information included above. The July 25 and 26 PPHs will be live-streamed. On those designated dates, customers can use the remote access live-stream information to watch the PPHs on Twitter.

LIBERTY UTILITIES' APPLICATION

On December 3, 2018, Liberty Utilities filed a General Rate Case (GRC) Application with the CPUC. In this application, Liberty Utilities seeks authorization to increase revenues over a three-year period by a total of \$16.400 million. This is a 19% increase over its 2018 authorized level of \$86.006 million. Liberty Utilities requests to increase revenues by \$6.718 million in 2019, by \$5.859 million in 2020, and by \$3.823 million in 2021. If the CPUC approves this application, these rates would become effective January 1, 2019¹.

Liberty Utilities plans to use the increase in revenue for the following:

- Recovery of costs associated with the distribution of electricity.
- Continued investment in, and maintenance of, Liberty Utilities' system to provide safe and reliable electric service to its customers. Major projects include installation of the Olympic Valley Microgrid, replacement of the Brockway Substation, and a conductor replacement program.
- Recovery of the Energy Cost Adjustment Clause (which is the pass-through cost of energy procurement), Vegetation Management Program, Energy Efficiency Programs, and Solar Incentive Program.

¹In D.19-05-007, the Commission authorized Liberty CalPeco to establish a GRC memorandum account ("GRCMA") to record the difference between the revenue requirement in effect on December 31, 2018 and the revenue requirement requested in its GRC application. Recovery of the balance in the GRCMA will be addressed when a GRC decision is issued.



CUSTOMER IMPACT

The following table compares, by customer class, Liberty Utilities' proposed overall revenues to the present overall revenues:

Proposed Rate Increase

Customer Class	Current Revenue Rate	Proposed 2019 Revenue Rate	Proposed 2020 Revenue Rate	Proposed 2021 Revenue Rate	Total Revenue (\$) Increase	Total Percentage (%) Increase
Residential	\$41,013,806	\$44,641,067	\$48,009,097	\$50,205,771	\$9,191,965	22.4%
Small Commercial	15,467,899	16,781,757	18,055,463	18,896,829	3,428,930	22.2%
Medium Commercial	9,589,462	10,090,212	10,120,649	10,024,220	434,758	4.5%
Large Commercial	17,356,049	18,264,250	19,444,389	20,319,209	2,963,160	17.1%
Street Lights	98,313	104,050	115,176	119,212	20,899	21.3%
Outdoor Lights	174,264	182,562	179,747	188,392	14,128	8.1%
Irrigation Service	186,296	204,522	216,779	222,820	36,524	19.6%

A residential customer using the system-wide average of 574 Kwh per month would see an average monthly bill increase of \$18.77 (or 22.48%), from \$83.51 to \$102.28.

FOR MORE INFORMATION

You may view a copy of the application on **Liberty Utilities' website at www.libertyutilities.com/ratecase/** or by writing Liberty Utilities at the address below:

Liberty Utilities, 701 National Avenue, Tahoe Vista, CA 96148
Attention: Mr. Daniel Marsh, Manager, Rates and Regulatory Affairs

A copy of the application and related materials may also be reviewed at the following Liberty Utilities' business offices:

933 Eloise Avenue **701 National Avenue**
South Lake Tahoe, CA 96150 **Tahoe Vista, CA 96148**

In addition, a copy of this application may be reviewed at the **CPUC's Central Files Office, 505 Van Ness Avenue, San Francisco, CA 94102**, by appointment. **For more information, please contact aljcentralfilesid@cpuc.ca.gov or call 1-415-703-2045.**

THE CPUC PROCESS

This application has been assigned to a Judge who will determine how to receive evidence and other related documents necessary for the CPUC to establish a record upon which to base its decision. Evidentiary Hearings (EHs) will be held in which parties of record will present their testimony and may be subject to cross-examination by other parties. These EHs are open to the public, but only those who are parties of record can participate.

After considering all proposals and evidence presented during the formal hearing process, the assigned Judge will issue a proposed decision that may adopt Liberty Utilities' application as proposed, modify it, or deny it. Any CPUC Commissioner may sponsor an alternate decision. The proposed decision and any alternate decision will be discussed and voted upon at a scheduled public CPUC Voting Meeting.

As a party of record, the Public Advocates Office (Cal PA) has reviewed this application on behalf of Liberty Utilities customers. Cal PA is the independent consumer advocate group within the CPUC with a legislative mandate to represent investor-owned utility customers to obtain the lowest possible rate for service consistent with reliable and safe service levels. Cal PA has a multi-disciplinary staff with expertise in economics, finance, accounting, and engineering. **For more information about Cal PA, please call 1-415-703-1584, e-mail PublicAdvocatesOffice@cpuc.ca.gov, or visit Cal PA's website at: www.publicadvocates.cpuc.ca.gov.**

STAY INFORMED

If you would like to follow this proceeding, or any other issue before the CPUC, you may use the CPUC's free subscription service. Sign up at: <http://subscribecpuc.cpuc.ca.gov>.

If you would like to learn how you can participate in the proceeding, or if you have informal comments or questions about the CPUC process, you may access the CPUC's PAO webpage at www.cpuc.ca.gov/pao/. You may also contact the PAO as follows:

EMAIL: public.advisor@cpuc.ca.gov
WRITE: CPUC Public Advisor's Office, 505 Van Ness Avenue, San Francisco, CA 94102
PHONE: 1-866-849-8390 (toll-free) or 1-415-703-2074, 1-866-836-7825 (toll-free) or TTY 1-415-703-5282

Please reference **Liberty Utilities GRC Application No. 18-12-001** in any communications you have with the CPUC regarding this matter. All public comments will become part of the public correspondence file for this proceeding and made available for review for the assigned Judge, the Commissioners, and appropriate CPUC staff.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 16, 2019

Departments: Community Development

TIME REQUIRED 15 minutes

PERSONS APPEARING BEFORE THE BOARD Bentley Regehr

SUBJECT Cannabis Operation Permit 19-003 -
Tioga Green

AGENDA DESCRIPTION:

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

Consider and potentially approve Cannabis Operation Permit 19-003 (Tioga Green), a retail cannabis operation located at 51005 Highway 395, Lee Vining, APN 021-080-022.

RECOMMENDED ACTION:

1. Find that the project qualifies as a Categorical Exemption under CEQA guidelines section 15303 and direct staff to file a Notice of Exemption. 2. Make the findings contained in the staff report and approve Cannabis Operation Permit 19-003 (subject to conditions) as recommended, or with desired modifications.

FISCAL IMPACT:

The proposed project will generate an incremental increase in cannabis taxes.

CONTACT NAME: Bentley Regehr

PHONE/EMAIL: x4602 / bregehr@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> 1. Staff Report from July 9 meeting
<input type="checkbox"/> 2. Use Permit staff report
<input type="checkbox"/> 3. Public Comment Letters (Updated)
<input type="checkbox"/> 4. Tioga Green Packet - submitted by applicant

History

Time	Who	Approval
7/12/2019 9:36 AM	County Administrative Office	Yes
7/11/2019 10:06 AM	County Counsel	Yes
7/10/2019 2:26 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

Planning Division

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

Date: July 16, 2019

To: **Honorable Mono County Board of Supervisors**

From: Bentley Regehr, Planning Analyst

Re: **Update: Cannabis Operation Permit 19-003/Tioga Green Cannabis Retail**

RECOMMENDATION

1. Find that the project qualifies as a Categorical Exemption under CEQA guideline 15303 and file a Notice of Exemption.
2. Make the findings contained in the staff report and approve Cannabis Operation Permit 19-003 subject to the conditions as recommended or with desired modifications.

FISCAL IMPACT

The proposed project will generate an incremental increase in sales and cannabis taxes.

BACKGROUND

In November 2016, California voters approved the Adult Use of Marijuana Act (Proposition 64) to legalize adult use of marijuana (in addition to medical uses that were legalized in 1996). Every precinct in Mono County passed Proposition 64 with margins over the 50% majority from 1.4% in the Bridgeport area to approximately 30% in the Mono Basin, June Lake, and Wheeler Crest areas.¹ The state's legalization of adult use marijuana presented local jurisdictions such as Mono County with several choices for regulating the new industry: 1) ban cannabis activities in whole or part; 2) adopt local regulations for cannabis activities; or 3) remain silent and defer to state laws and regulations.

Mono County conducted a community-based planning effort for feedback on the most- appropriate regulatory approach and, ultimately, to develop policies and regulations for legalized cannabis activities. In 2017, the following 12 Regional Planning Advisory Committee (RPAC) meetings and outreach sessions were conducted: two in Antelope Valley, three in Bridgeport, one in June Lake, two in the Mono Basin, two in Long Valley, and two in Tri-Valley. Three workshops were held with the Planning Commission, and feedback from the Commission and RPACs were incorporated into the development of the policies. Concurrently, the Cannabis Joint Committee, which is comprised of 10 County departments/divisions, reviewed the policies and public feedback, and provided additional input that was incorporated as policies were developed.

At a formally noticed public hearing in October 2017, the Commission recommended General Plan policies pertaining to cannabis activities for adoption by the Board. The Board of Supervisors held five workshops throughout 2017, including one with the Town of Mammoth Lakes and one specific to cannabis taxation, to consider the public feedback received through RPAC, Planning Commission, and Joint Committee discussions, and provide direction to staff. In December 2017, the Board held a public hearing adopting the General Plan policies recommended by the Planning Commission.

¹ To be clear, the margin represents the amount over and above the 50% +1 threshold required for passage of the proposition.

Following the adoption of guiding policies, specific regulations for both the General Plan and Mono County Code were developed through another community-based planning effort. The RPACs again held a total of 12 meetings where cannabis regulations were discussed: two in Antelope Valley, three in Bridgeport, two in the Mono Basin, one in June Lake, two in Long Valley, and two in the Tri-Valley. The Planning Commission also again held three workshops to both incorporate RPAC feedback into the regulations and provide additional input and direction to staff, and the staff-level Cannabis Joint Committee provided additional feedback.

The Planning Commission made a recommendation to the Board to adopt new regulations in March 2018. Prior to considering the recommendation, the Board of Supervisors heard two minor updates and held four discussions on cannabis taxation, in addition to three workshops on cannabis regulations where specific policy issues were considered. The Board adopted the new General Plan and Mono County Code regulations at a formal public hearing on April 17, 2018.

In addition to the structured public engagement process above, the public is always welcome to directly contact Community Development Department staff and Mono County Supervisors via phone or email, or to schedule an in-person meeting to share comments, concerns, and input. Attendance at public meetings and speaking in public is not necessary in order to provide feedback.

DISCUSSION

Cannabis Operation Permit 19-006/Tioga Green, is for an adult-use cannabis retail operation located at 51005 Highway 395 (APN 021-080-022) in Lee Vining, CA. The project was granted a Conditional Use Permit at the May 16, 2019, Planning Commission meeting, thereby satisfying MCC 5.60.040(C). The Operation Permit was brought to the July 9, 2019, Board of Supervisors meeting for approval. After discussion, the Board opted to continue the item at the July 16 meeting, allowing a week for the applicant and concerned community members to meet on potential issues. Changes resulting from discussions will be presented at the July 16 meeting.

The business signage has been a high-profile issue and the subject of much discussion. The freestanding sign approved under the use permit complies with Mono County regulations, but whether it complies with the State's regulations should be evaluated under the State's licensing process. If there are conflicts, the State's regulations supersede the County's regulations.

At the May 16, 2019, Planning Commission meeting, the signage was modified from two freestanding signs on separate ends of the property, which was not compliant with Chapter 7 of the General Plan Land Use Element, to a single "V-shaped" sign, which is compliant. While at least one Planning Commissioner acknowledged the point that people should know what the business is from the exterior, no direction was given by the Commission as a whole to ensure this visibility nor is it a condition of the use permit. In addition, the original sign design had green crosses, which the Planning Commission spent substantial time discussing. The concern was that green crosses were misleading because crosses indicate a medical dispensary, not an adult-use retail store as proposed. The Planning Commission gave no specific feedback about how to change the sign other than the green crosses were perhaps not appropriate. Any further changes to the sign plan will need to be in compliance with Chapter 7 of the Land Use Element.

Information presented at the July 9 meeting is included as attachments, including the staff report. The July 9 staff report contains required findings and conditions of approval.

Please contact Bentley Regehr (760-924-4602, bregehr@mono.ca.gov) with questions. This staff report has been reviewed by the Community Development Department Director.

ATTACHMENTS

1. Operation Permit 19-003 staff report – July 9
2. Use Permit 19-006 staff report, including CEQA 15303 analysis.
3. Public Comment letters (updated to include all letters received by July 9)
4. Tioga Green Packet – submitted by applicant

Mono County Community Development Department

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

Planning Division

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

Date: July 9, 2019

To: **Honorable Mono County Board of Supervisors**

From: Bentley Regehr, Planning Analyst

Re: **Cannabis Operation Permit 19-003/Tioga Green Cannabis Retail**

RECOMMENDATION

1. Find that the project qualifies as a Categorical Exemption under CEQA guideline 15303 and file a Notice of Exemption.
2. Make the findings contained in the staff report and approve Cannabis Operation Permit 19-003 subject to the conditions as recommended or with desired modifications.

FISCAL IMPACT

The proposed project will generate an incremental increase in sales and cannabis taxes.

BACKGROUND

In June 2017, California Senate Bill 94 was passed, consolidating the provisions of the Medical Cannabis Regulation and Safety Act and Proposition 64 (passed by voter approval in the November 2016 election) into what is now known as the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA). The Act creates a framework for the regulation of commercial medicinal and adult-use cannabis in California. The margin of support for Proposition 64 in the Mono Basin was 30.6%, among the highest values in the county and exceeding the county's average margin of support of 23.2%.

Three state authorities were authorized for the oversight and State permitting of cannabis businesses: The Bureau of Cannabis Control is the lead agency for retailers, distributors, testing labs, microbusinesses, and temporary cannabis events; CalCannabis, a division of the California Department of Food and Agriculture, has oversight of cultivation; and the Manufactured Cannabis Safety Branch, a branch of the California Department of Public Health, regulates all commercial cannabis manufacturing. Each licensing authority requires an operator to receive local approval prior to applying for state licensure.

To develop specific local cannabis regulations, two rounds of public outreach were conducted via the Regional Planning Advisory Committees (RPACs) from March to August 2017. The Board of Supervisors held four public workshops beginning March 2017, and the Planning Commission held a workshop on September 21, 2017, for input and direction on policy issues raised by public outreach and other public comment. On December 5, 2017, General Plan Amendment (17-03) was adopted by Resolution R17-88, establishing policies for commercial cannabis activity by changing and adding text to the Land Use Element and Conservation/Open Space Element of the Mono County General Plan.

Primary discussion for cannabis regulations in Lee Vining occurred at the March 2017 Mono Basin RPAC meeting. Staff requested input on a variety of aspects related to operation of cannabis businesses, including the buffer from sensitive facilities (schools, parks, libraries, and the Community Center). A 600' buffer is the minimum standard, based on State regulations. A 1000' buffer was discussed but was not specifically recommended by the Mono Basin RPAC and no other buffer distances were suggested. The only exception to the 600' buffer in the county based on RPAC discussion is the

additional buffer surrounding the commercial corridor in Crowley Lake. The proposed project meets both a 600' and 1000' buffer.

In January and February 2018, the Planning Commission continued to review specific regulations to govern cannabis activity. These regulations were consolidated into a new General Plan chapter, Chapter 13, Commercial Cannabis Activities, and Mono County Code (MCC) Chapter 5.60, Cannabis Operations. On April 17, 2018, the Board approved General Plan Amendment 18-01 which included General Plan Chapter 13 and adopted MCC Chapter 5.60.

The chapters established two permits required for local cannabis businesses: A Conditional Use Permit for the property's land-use entitlement, and a subsequent Cannabis Operation Permit for the business. While the Conditional Use Permit runs with the land, the Operation Permit is unique to the business and expires annually. A separate cannabis Operation Permit is required for each type of cannabis activity carried out on or at the premises regardless of ownership.

Pursuant to California Business and Professions Code Section 26000, et seq., a valid license issued by the state shall be required to operate any commercial cannabis activity within the County.

DISCUSSION

Cannabis Operation Permit 19-006/Tioga Green, is for an adult-use cannabis retail operation located at 51005 Highway 395 (APN 021-080-022) in Lee Vining, CA. The project was granted a Conditional Use Permit at the May 16, 2019, Planning Commission meeting, thereby satisfying MCC 5.60.040(C). The Commission found that the project was consistent with the requirements of Chapter 13 of the General Plan, analyzing the project's location, site, odor mitigation, signage, visual screening, lighting, parking, and noise generation.

At the time for the Use Permit approval, the applicant was seeking contract water service from the Lee Vining Public Utility District, which would have required approval by the Local Agency Formation Commission (LAFCO). The requirement was made a condition of the project. However, since that time, the applicant has determined the onsite well provides sufficient water, rendering the Use Permit condition no longer applicable. Conditions pertaining to the well use for operations are included in the approval of this Operation Permit.

The applicant, Mr. Cory Zila, does not currently operate any other cannabis businesses and is a resident of Mono County. Mr. Zila has fifteen years in the cannabis industry including work as a broker and retailer in the areas of extraction, distribution, transportation and cultivation. Mr. Zila is part-owner of Sierra Spectrum, LLC, which also includes owners Winston Hebert, Justin Modroo, and Amy DeSarro. Sierra Spectrum, LLC owns the property, building, and infrastructure located associated with the project site.

The property includes the existing 690-square foot commercial building (see Figure 1 for site plan). The building was previously approved for a drive-through restaurant via Use Permit 34-06-05. Use Permit 34-06-05 was revoked in conjunction with the approval of the cannabis use permit at the May 16 Planning Commission meeting. The proposal includes internal remodeling and minor exterior improvements to improve lighting, signage, and security. The building footprint will not be altered or expanded. See Figure 2 for the complete floor plan.

MCC 5.60.070 lists the application requirements for obtaining a Cannabis Operation Permit. The applicant has provided all required materials for this application to be processed. The project is required to comply with additional regulations for cannabis retail, MCC 5.60.140. Internal staff routing to the Cannabis Joint Committee has verified completeness and acceptance of the application.

**TIOGA GREEN
PLOT PLAN
5/10/2019**

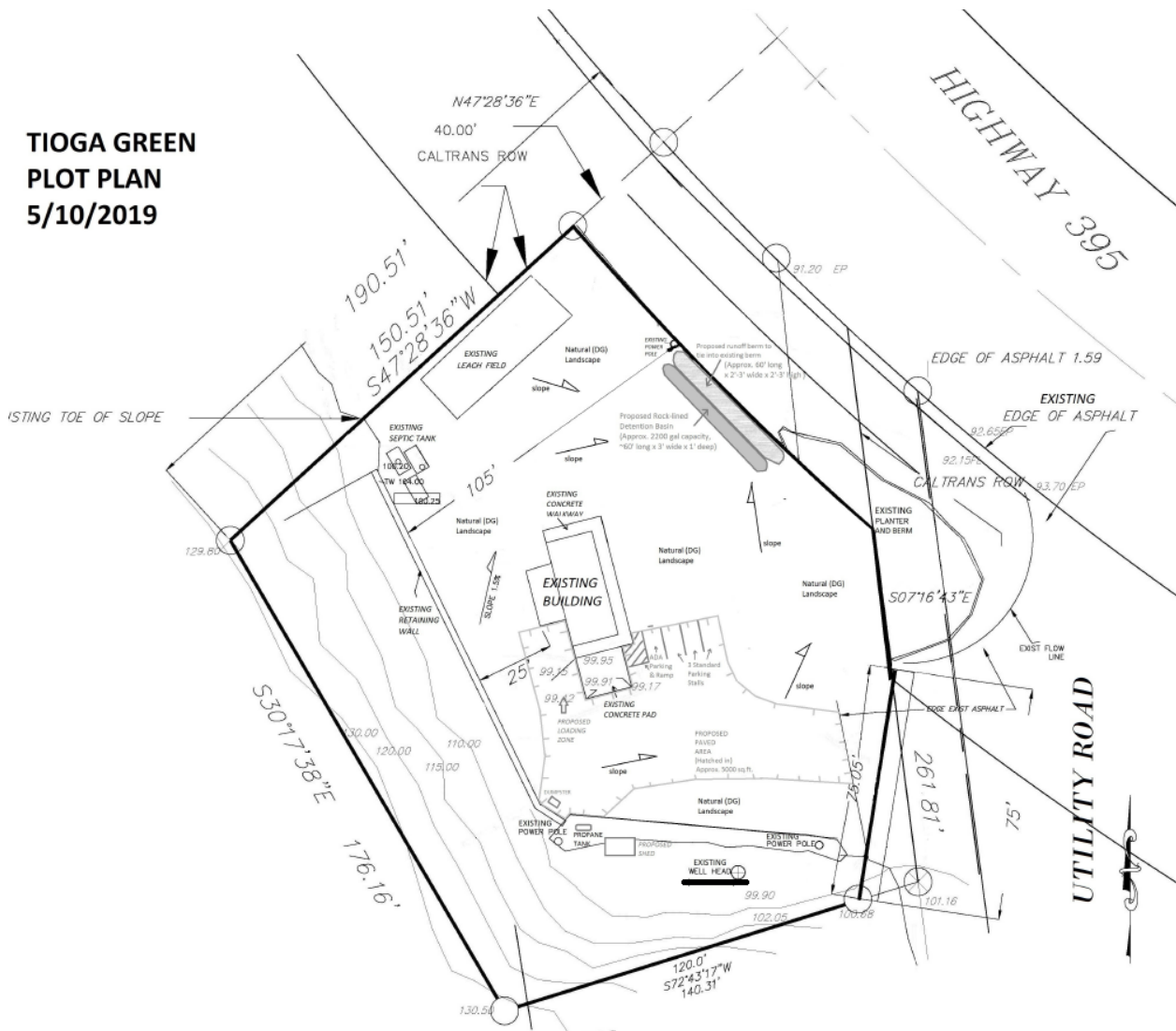


Figure 1: Site Plan

8'6." 15'

Tioga Green Floor Plan

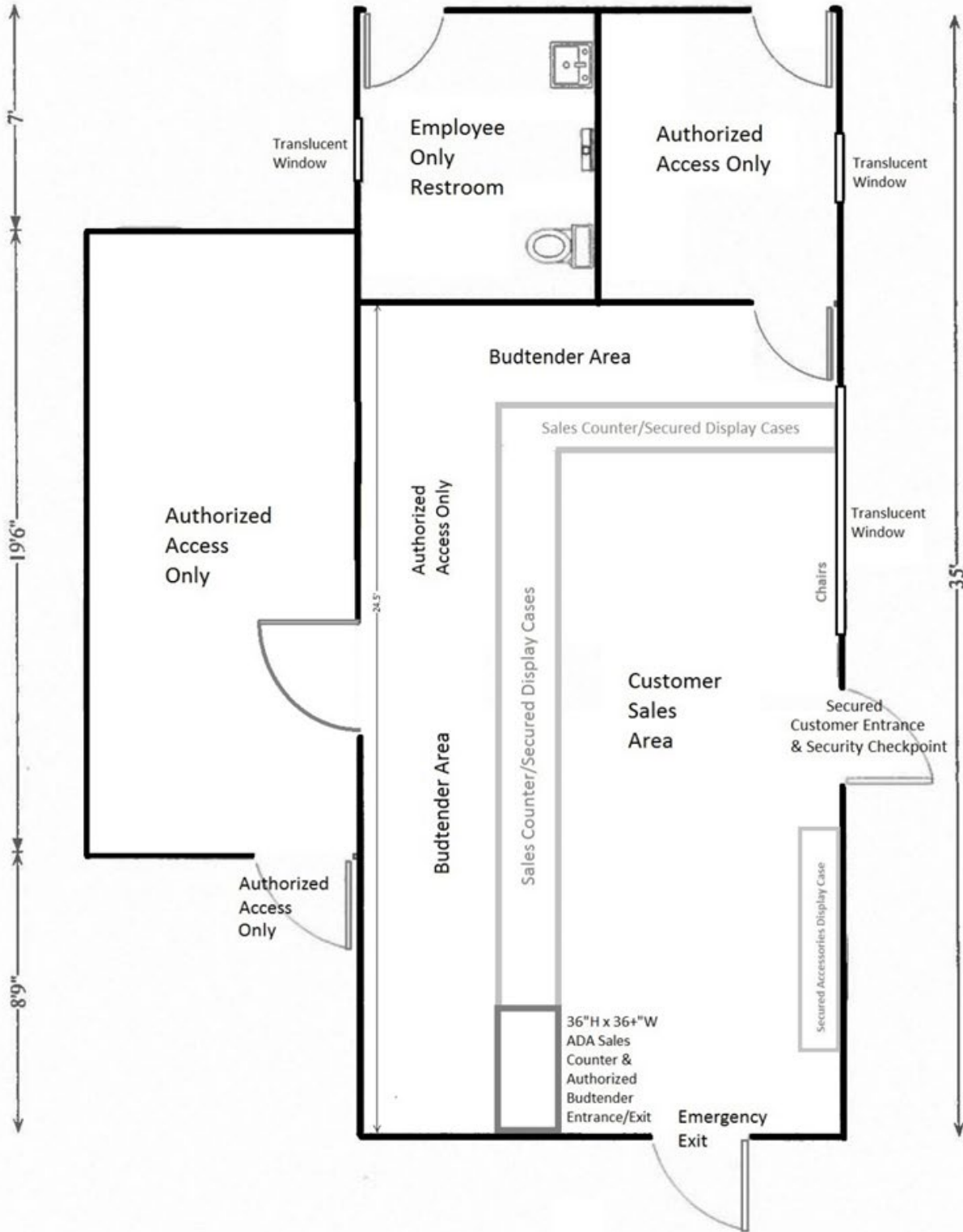


Figure 2: Floor plan 2

Operating plan – MCC 5.60.070(B)(13)

The applicant is required to submit an operating plan detailing proposed activity, products, processes, inventory procedures, employee training, hours of operation, and quality control procedures.

- The proposed activity is retail sale of recreational cannabis and cannabis products to persons 21 years of age and older.
- Pursuant to County regulation, operation hours will be between 9:00 am and 9:00 pm.
- Quality control procedures: The applicant will verify that the cannabis and cannabis products have not exceeded their expiration or sell-by date if one is provided. A first in/first out and first expired/first out system will be used in order to avoid products expiring. If a product is close to expiring, the applicant will attempt to move the remainder of the product quickly prior to the expiration date through discounts and promotion of the product. For expired product, the business will mark it for disposal and store it separately from other products. All disposal of the cannabis waste will be recorded in the state track and trace system.
- The 24-hour emergency contact and community relations contact listed is Mr. Cory Zila; telephone number 760-647-0454, and email address tiogagreen@gmail.com.
- Processes and procedures to be utilized include documented opening and closing procedures, cash management procedures to limit on-hand cash, procedures requiring all deliveries to be coordinated with management and integrated within inventory control procedures, and formal incident reporting procedures and incident log to be maintained at the premises.
- All cannabis and cannabis products will be within a secure vault with the exception of a limited number of products for display purposes located within a locked display case. The locked display case will only house a small amount of inventory and employees will conduct physical inventory before and after shifts. Employees will unlock and open the retail display case only at the time of customer request and the case will remain locked during normal business operations. The secure vault will only be accessible by management and will be used to replenish the retail display case based on daily sales.
- Employees will only sell products from behind a secure sales area and will wear employee badges with photos at all times.
- Age Verification: No persons under the age of 21 will be allowed to enter the premise. Trained security personnel will enforce the regulation using electronic scanning and/or visual checking of a government issued form of identification.
- All sales of products will be final and appropriate signage will be posted to that effect. Tioga Green will not accept returns from other cannabis retailers or from customers.
- A warning sign for pregnant or breastfeeding adults, driving while high, and “Not for Kids or Teens”, will be posted in a prominent location, in compliance with MCC 5.60.140(P).
- Customer experience: Security will be present at the entrance during operating hours to check identification. Once through security a trained retail associate will guide customers through the products available, located in the locked display case. Management or senior staff will be present during all operating hours to ensure proper operating procedures. The retail area will include seating for customers. All salable products will be kept in a vault until the point of sale.

Inventory Control

The business will implement formal inventory control procedures including electronic inventory control, inventory reconciliation procedures and regular stock counts. All deliveries will be coordinated by and with management. An electronic inventory control system will be integrated with the Point of Sales system, and regular stock counts will be implemented to reconcile actual stock on hand with electronic record of inventory.

A secured vault will be used for inventory storage, and all cannabis goods will be received from a licensed distributor (CA CCR §5406). Security cameras on the exterior and interior of the facility will record all areas where cannabis and cannabis product will be received, transported, and stored.

Once the applicant has applied for a state license, he will be able to register with the California Cannabis Track-and-Trace System and complete training on the system to become an account manager. When a state license has been issued, the

account manager will be credentialed to access the CCTT-Metric system and will use the system when receiving product. The operation will maintain a copy of all shipping manifests, provided by a licensed distributor, that will be made available to County officials upon request.

Employees

The applicant has stated that all employees will go through a formal screening process that includes but is not limited to background checks and reference checks. Per County Code requirements, all employees are required to be twenty-one (21) years of age or older for adult-use retail, and the business shall retain proof of age for all employees.

All employees will undergo a mandatory internal security and operational training program that satisfies Mono County Code. Once hired, employees will complete an internal training program and an approved external training program, such as Sell-SMART by Cannabis Trainers TM. Employees will be trained about cannabis products offered as well as the risks involved with use of them.

Detailed business plan – MCC 5.60.070(B)(14)

Use Permit 19-006 was approved on May 16, 2019, and the application provided a detailed analysis of the land use and relevant impacts including the project's location, site, odor mitigation, signage, visual screening, lighting, parking, and noise generation. A full copy of the Use Permit is attached (Attachment 1).

The applicant is required to obtain a Business License and cannabis tax certificate before beginning operation (MCC 5.60.040(F)). The applicant has agreed to secure and provide proof of all approvals necessary to operate a commercial cannabis retail operation prior to beginning business.

Waste management plan – MCC 5.60.070(B)(15)

General waste (non-cannabis) will be disposed of in a bear-resistant dumpster on the property and serviced regularly by a disposal company. Minimal cannabis-related waste is anticipated. Cannabis products will be accepted from the distributor only if they are consistent with the order placed and meet packaging and testing requirements, including an appropriate expiration date. Quality control procedures reduce the number of products expiring prior to sale, using a first-in/first-out system. Any cannabis waste will be stored in the secure vault unit until it is ready to be manually transported to a licensed solid waste facility. Cannabis waste will be weighed and inventoried prior to leaving the store. Any expired or defective cannabis products may also be returned to distributors pursuant to state law. A waste report itemizing serial numbers and weight of cannabis product disposed of through a waste facility will be created and stored on the premise with appropriate receipts. No hazardous materials will be on site.

The Bureau of Cannabis Control Emergency Regulations, section 5053 (a), allows for returns between licensees when a manufactured cannabis good is found to be defective. The return may only be in exchange for a non-defective version of the same type of cannabis good, or in exchange for a cannabis good of equal value.

Security plan – MCC 5.60.070(B)(16)

The Confidential Security Plan has been reviewed by the Mono County Sherriff's Office and has been approved. The Security Plan follows the requirements that have been set forth in Title 16, Section 5042-5047 of the California Code of Regulations. Per Mono County Code 5.60.070.B(16) the security plan is confidential.

Analysis – MCC 5.60.080(C)

Upon completion of staff review and internal processing, the Director shall set the matter for decision by the Approval Authority, which shall receive and consider the input and recommendations of the Sheriff, staff, the applicant and any interested persons and, thereafter, may issue the cannabis operation permit if the following findings are made:

1. *The commercial cannabis activity, as proposed, will comply with the requirements of state law and regulation, the Mono County General Plan, the Mono County Code and this Chapter.*

The staff report describes the applicant's operations such that they are in compliance with County regulations and applicant has signed under Penalty of Perjury that "the applicant and all persons involved

in management have the ability to comply with all laws regulating cannabis businesses in the State of California and shall maintain such compliance during the term of the permit”.

2. *The property has all necessary land use entitlements as required by the Mono County General Plan or is legally exempt from such requirements.*

The applicant received a Use Permit from the Planning Commission on May 16, 2019. The applicant must provide documentation that shows the well is sufficient for the proposed use prior to commencement of operations (See: Condition 5 and Condition 6 of the Operation Permit).

3. *The applicant has demonstrated to the satisfaction of the Approval Authority that the operation, its owners and the applicant have the ability to comply with state law and regulation, the Mono County General Plan, the Mono County Code and this Chapter.*

Through this evaluation, the applicant has demonstrated the ability to comply with state law and regulation, the Mono County General Plan, and the Mono County Code. The application has been circulated for multi-departmental review and has received approval from departments including, but not limited to, Community Development, Public Health, Finance, and the Sheriff’s Office. Application materials were reviewed, and additional questions of the project were communicated to the applicant for further clarification which was provided by the applicant and included in this report.

4. *No applicant or owner has been convicted of a felony or a drug related misdemeanor reclassified under Section 1170.18 of the California Penal Code (Proposition 47) within the past ten (10) years, unless the Approval Authority determines that such conviction is not substantially related to the qualifications, functions or duties of the person or activity and/or there is adequate evidence of rehabilitation of the person. A conviction within the meaning of this section means a plea or verdict of guilty or a conviction following a plea of nolo contendere.*

The applicant or owner has not been convicted of a felony or a drug related misdemeanor within the past ten (10) years. The applicant has completed a Live Scan and it has been determined that no significant crimes have been committed.

5. *The Approval Authority determines that issuance of the permit is in the best interests of the community, the County, and its citizens and visitors, based on the following:*

- 1) *The experience and qualifications of the applicant and any persons involved in the management of the proposed cannabis business;*

The applicant has a strong background in the cannabis business, with over fifteen years of experience in the industry. The applicant is a current and long-time resident of Mono County.

- 2) *Whether there are specific and articulable positive or negative impacts on the surrounding community or adjacent properties from the proposed cannabis business;*

The business is located at least 1400’ from all sensitive receptors, including schools, parks, libraries, and community centers. The site is on the southern terminus of the Lee Vining Commercial Core and is surrounded by Southern California Edison land on all sides.

The business provides economic diversity to the Mono Basin area.

Public comment received at the May Planning Commission meeting highlighted concerns regarding safety and community cohesion. Multiple comments were made stating that children often walk the street in front of the proposed location.

Five comment letters were received for the Operation Permit prior to publication of the staff report. Three letters supported the business as an asset to the community, while two letters opposed the business, one on principle and the other citing threats to safety and community character. See Attachments for letters.

- 3) *The adequacy and feasibility of business, operations, security, waste management, odor control, and other plans or measures submitted by the applicant;*

As a retail business, the application adequately addresses the feasibility of business, operations, security, waste management, and odor control. The applicant has expressed commitment to selling product to only legal consumers through a detailed and robust security plan. The limited retail space has sufficient security elements to prevent crime and unanticipated nuisances.

Odor control and waste management will be very limited. Consumption is prohibited on-site, and retail products will arrive at the location prepackaged. Waste materials will be in the form of packaging and non-cannabis containing waste. Any cannabis or cannabis products that are found to be defective will be returned to the licensed Distributor.

- 4) *Whether granting the permit will result in an undesirable overconcentration of the cannabis industry in a limited number of persons or in a limited geographic area within the County;*

No other cannabis-related businesses exist in the Mono Basin at this time. The nearest operating cannabis retail business is in June Lake.

- 5) *Environmental impacts/benefits of the cannabis business such as waste handling, recycling, water treatment and supply, use of renewable energy or other resources, etc.; and*

No environmental impacts are anticipated from the proposed business.

- 6) *Economic impacts to the community and the County such as the number and quality of jobs created, and/or other economic contributions made by the proposed operation.*

The proposed business is expected to generate three permanent and nine seasonal jobs for area residents. The proposed business will generate positions for security and retail associates. The retail employees will be of high quality; background checks will be completed for employees and employees will receive specific training for the job.

The proposed business will generate an incremental increase in sales and cannabis taxes.

The Board has the authority to deny an application that meets any of the following criteria (MCC 5.60.080(D)):

1. The applicant has knowingly made a false statement of material fact, or has knowingly omitted a material fact, from the application.
2. A previous cannabis operations permit issued under this Chapter for an operation involving the same applicant or owner has been revoked by the County within the two (2) years preceding the date of the application and all opportunities for appeal of that determination have been exhausted or the time in which such appeals could have been filed has expired.
3. The applicant or any owner has been determined, by an administrative hearing body or a court of competent jurisdiction to have engaged in commercial cannabis activities in violation of State or local law and all opportunities for appeal of that determination have been exhausted or the time in which such appeals could have been filed has expired.

This staff report has been reviewed by the Community Development Director.

Attachments

1. Planning Commission Staff Report for Use Permit 19-006, including CEQA 15303 analysis
2. Public comment letters

Conditions of Approval
Cannabis Operation Permit 19-003/Tioga Green

1. The operation shall comply with all County department regulations including, but not limited to, the Mono County Sheriff's Department, Public Health Department, Environmental Health Department, Public Works Department, Community Development Department, and Treasure - Tax Collector's Office.
2. The operation shall comply with all rules and regulations established in Mono County Code, the Mono County General Plan, and all applicable state laws.
3. This permit is nontransferable and shall terminate upon expiration or subsequent termination, or change in property ownership, or when more than fifty percent of the corporate stock, partnership interest or other business interest is transferred.
4. This permit is only valid when a Use Permit exists for the property. This permit shall become invalid if the Use Permit for the property is revoked.
5. The applicant shall provide well service provider's documentation that the water well is in good working condition and that it can provide an adequate water supply to serve the needs of this business.
6. The applicant shall contact Mono County Environmental Health to schedule an inspection of the well and appurtenances, and to collect a water sample for bacteriological analysis.
7. Prior to commencing operation, the applicant shall obtain a state cannabis retail license, Mono County Business License, and Mono County Tax Certificate.
8. Hours of operation shall begin no earlier than 9:00 am and end no later than 9:00 pm.
9. The applicant must provide proof of the state-issued license when available.
10. The County, its agents, and employees may seek verification of the information contained in this permit and the associated application.
11. The business shall be subject to an annual inspection performed to ensure compliance with County Code 5.60.120. Failure to pass the annual inspection prior to the August 31 may result in denial of the renewal application.
12. The operation shall operate only in accordance with the application and all corresponding plans reviewed and approved by the County.
13. This permit shall expire August 31, 2020 (unless renewed or revoked in accordance with Mono County Code Chapter 5.60).
14. Renewal/modifications must be received by August 1 accompanied by the required renewal/modification fee. If any of the documentation and information supplied by the applicant pursuant to Section 5.60.070 has changed or will change since the grant of this permit, the applicant shall submit updated information and documentation with the application for renewal and shall provide such other information as the Director may require. If an applicant fails to submit the renewal form and all associated fees thirty (30) days before August 31, the applicant will be required to submit a new application under section 5.60.070.

Mono County Community Development Department

P.O. Box 347
Mammoth Lakes, CA 93546
(760) 924-1800, fax 924-1801
commdev@mono.ca.gov

Planning Division

P.O. Box 8
Bridgeport, CA 93517
(760) 932-5420, fax 932-5431
www.monocounty.ca.gov

Approved version – modifications by the Planning Commission and applicant after publication of agenda packet in red.

May 16, 2019

To: Mono County Planning Commission
From: Bentley Regehr, Planning Analyst
Re: Use Permit 19-006 / Tioga Green Cannabis Retail

Recommendation

It is recommended the Planning Commission take the following actions:

1. Revoke Use Permit 34-06-05 for a drive-through restaurant;
2. Find that the project qualifies as a Categorical Exemption under CEQA guideline 15303 and instruct staff to file a Notice of Exemption;
3. Make the required findings as contained in the project staff report; and
4. Approve Use Permit 19-006 subject to Conditions of Approval.

Project Overview

The project proposes to convert an existing vacant 690-square foot building into a commercial cannabis retail use. The proposal is located at 51005 Highway 395 south of the Lee Vining commercial core and gains access from Utility Road. Modifications to the property include interior remodeling of the existing structure, the addition of a storage shed, new signage, and paving and lighting for the parking area.

All applications for commercial cannabis activity must be approved through a Conditional Use Permit (CUP) process. A CUP for retail cannabis must demonstrate adequate plans for site control, setbacks, odor control, signage, visual screening, lighting, parking, and noise.

The parcel was previously approved for a drive-through restaurant via Use Permit 34-06-05. All conditions and approvals related to Use Permit 34-06-05 are to be revoked with the approval of Use Permit 19-006.

The project qualifies for a Class 3 CEQA exemption (CEQA Guidelines, 15303), as it involves the conversion of a small structure without expansion of the building footprint.

Project Setting

The project is located at 51005 Highway 395 (APN 021-080-022) in Lee Vining. The majority of parcels along the Highway 395 corridor through Lee Vining are designated commercial. The land immediately surrounding the parcel is owned by Southern California Edison, including the power facility directly across Highway 395. The nearest residential land use designation is over 2,000 feet away. Access to the business is gained off Utility Road.

Figure 1: Location of parcel, 51005 Highway 395, Lee Vining



Parcel location highlighted in blue

Figure 2: Project location and surrounding land use designations

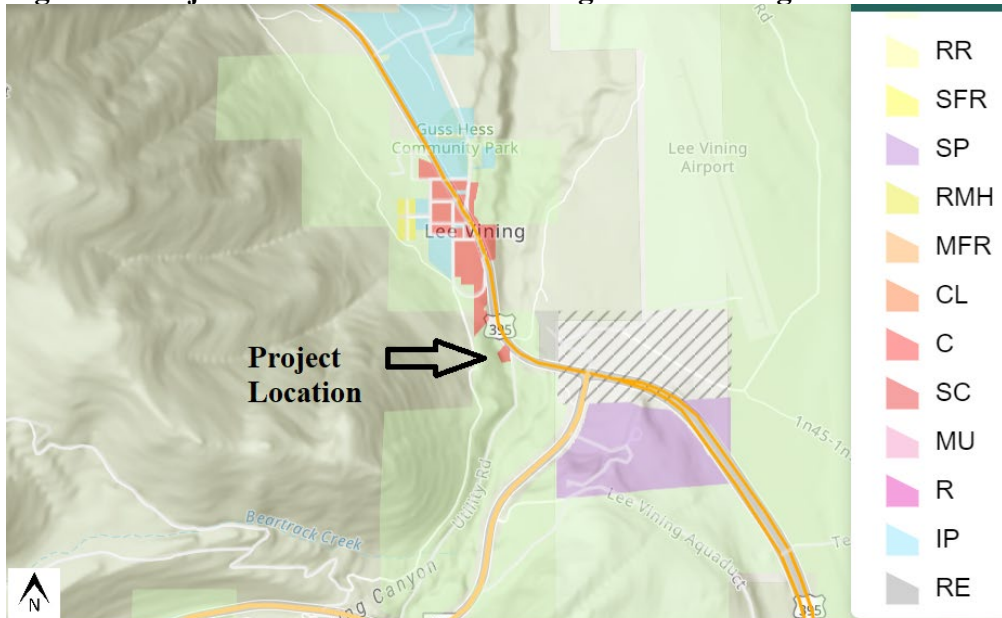


Figure 3: Existing structure, looking south



Figure 4: Project site, viewed from Hwy 395 North

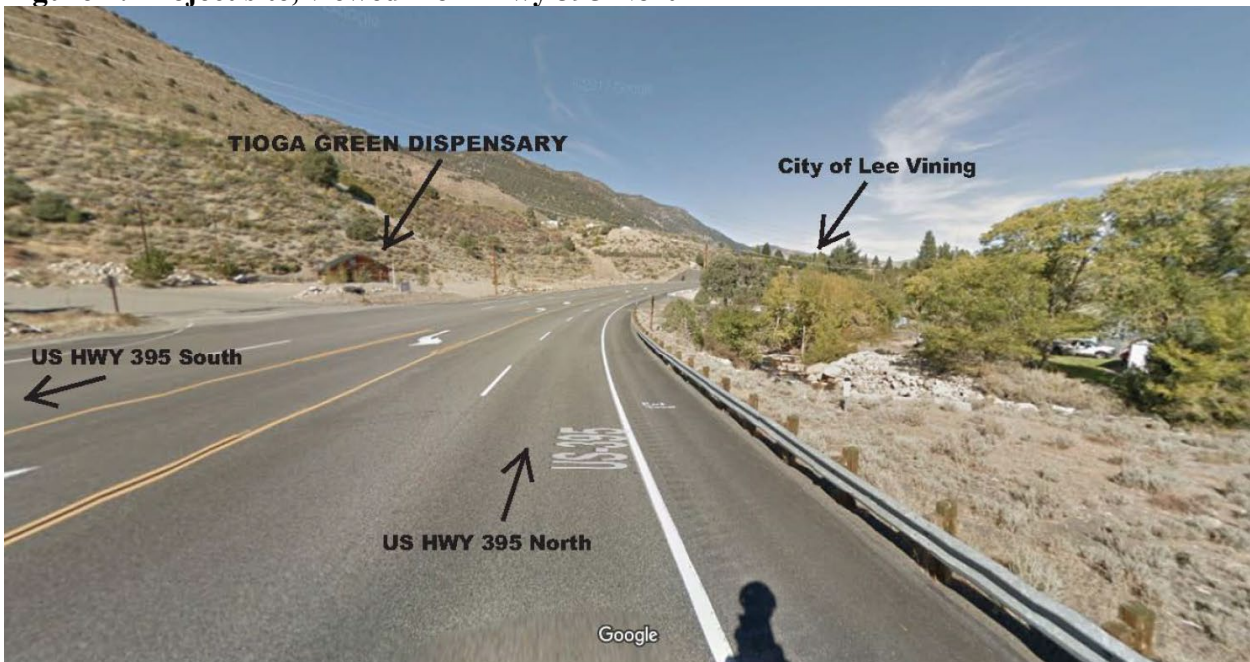


Figure 5: Project site, as viewed from Hwy 395 South



General Plan Consistency

The General Plan Land Use Designation for this property is Commercial (C). According to the Mono County General Plan, “the ‘C’ designation is intended to provide for a wide range of uses and service for the resident and visitor including retail, business and professional uses and services in community areas...” Permitted uses subject to a use permit under the Commercial land use designation include retail trade, services, and business services. The proposed development is also consistent with Mono Basin Community Plan policies contained in the Mono County General Plan Land Use Element.

Mono County Land Use Element, Countywide Land Use Policies

Objective 1.L: Provide for commercial cannabis activities in Mono County in a way that protects public health, safety, and welfare while also taking advantage of new business and economic development activities.

Policy 1.L.3: Avoid, reduce, and prevent potential issues specific to commercial cannabis activities that may adversely affect communities.

Policy 1.L.4: In recognition of the potential economic benefits of this new industry, encourage the responsible establishment and operation of commercial cannabis activities.

The Use Permit and Operation Permit processes evaluate and attempt to reduce potential issues specific to cannabis. A responsible cannabis establishment has the potential to enhance and diversify the Lee Vining economy.

Objective D: Provide for commercial development to serve both residents and visitors.

Policy 1: Concentrate commercial development within existing communities.

Action 1.1: Designate a sufficient amount of commercial land within communities to serve the needs of residents and visitors.

The proposal provides a commercial operation unique to the Mono Basin planning area that serves both residents and visitors. The project is located within close proximity to the Lee Vining commercial core.

Mono Basin Community Plan

Goal 2: Grow a sustainable local economy with diverse job opportunities that offers year-round employment and wages that reflect the cost of living in the area.

Objective A: Plan for a diversified, sustainable economy.

Policy 1: Achieve a more-diversified economy and employment base consistent with the small-town, rural nature of the Mono Basin.

Objective C: Diversify the existing economic base and employment opportunities to achieve a more sustainable economy.

Policy 2: Encourage and support new business development and entrepreneurial efforts that contribute to a mix of uses and services, and a wider range of employment opportunities.

Policy 5: Support the revitalization of Main Street.

Action 5.2: Explore options for encouraging and facilitating the use of vacant commercial space for new businesses.

Policy 7: Encourage businesses and services to remain open year round

The proposal takes advantage of an existing vacant commercial space along the Lee Vining Main Street corridor. The project contributes to a more diverse economy for the Mono Basin and offers additional year-round employment.

Use Permit Findings

In accordance with Mono County General Plan, Chapter 32, Processing-Use Permits, the Planning Commission may issue a Use Permit after making certain findings.

Section 32.010, Required Findings:

1. *All applicable provisions of the Mono County General Plan 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 because:*
 - a) Cannabis retail is permitted in commercial designations, subject to Use Permit under Chapter 13, Cannabis Regulations.

- b) Adequate site area exists for the proposed use. The project proposes no physical expansion of the main structure and the addition of a 10' x 10' shed does not restrict use of the property. The shed meets all setback requirements.
 - c) The site provides adequate parking. The retail area requires one space for every 200 square feet of gross leasable area and warehouse space requires one space for every 1,000 square feet of gross floor area. The retail area does not exceed 400 square feet and storage does not exceed 1,000 square feet, meaning at least three spaces and a loading area is required. As shown on the site plan (see Attachment 1), the project proposes **four spaces**, including **one** ADA space, and a loading area. Improvements to the existing parking area include paving, lighting, and the addition of a curb-feature to ensure all stormwater drains to the on-site detention basin.
 - d) The location of the proposed project is consistent with the Mono Basin Community Plan's intent of concentrating resident- and visitor-oriented services in close proximity to the Lee Vining commercial core.
2. *The site for the proposed use related to streets and highways is adequate in width and type to carry the quantity and kind of traffic generated by the proposed use because:*
- a) The parcel is accessed by Utility Road and is adequate for the kind of traffic generated by the proposed use. Parking is sufficient for employees and visitors.
 - b) All construction will occur within the parcel boundaries and will not interfere with the Highway 395 right of way.
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 because:*
- a) The proposed use is not expected to cause significant environmental impacts. There will be no expansion of the existing building. Paving and the addition of a storage shed will occur on previously disturbed areas.
 - b) The proposed project is a conforming use according to the Mono County General Plan's Land Use Element. The use permit process provides the public the opportunity to comment on the proposal. Public noticing was provided in The Mammoth Times and The Sheet (see attachment 2) and mailed to property owners within 300 feet of the site. No comments have been received.
4. *The proposed use is consistent with the map and text of the Mono County General Plan because:*
- a) Retail cannabis operations are permitted in commercial land use designations, given they meet the criteria set forth by Chapter 13, MCC 5.60, and state licensing.
 - b) The project is located within the Mono Basin Planning Area. The Mono Basin Community Plan encourages providing a wide range of commercial uses and services for residents and visitors. The project provides an unfilled service for residents and visitors of Lee Vining.

Compliance with Mono County General Plan Chapter 13, Cannabis Regulations

In addition to General Plan policies and regulations, commercial cannabis activities shall comply with Chapter 13. The following general standards and requirements apply to all commercial cannabis activities permitted in the county:

13.070.C. Site control

No commercial cannabis activity shall be allowed within six hundred (600) feet of schools providing instruction to kindergarten or any grades 1 through 12, day care or youth centers, parks, ballfields, playgrounds, libraries, community centers, and licensed child care facilities.

None of the above-mentioned facilities are located within 600 feet of the site. Lee Vining Elementary is approximately 1,400 feet from the project site. Lee Vining High School, Library, and Community Center are all at least 3,000 feet from the site.

Figure 6: 600 ft. radius around project location



13.070.D. Setbacks

All commercial cannabis activities shall meet existing setbacks established in General Plan Chapter 4 – Land Use Designations and 4.120 Yards and Setbacks.

The structure currently meets setback standards for commercial designations (10' front, 5' rear, 0' side) and the proposal does not include expansion of the building footprint (see attachment 1: site plan). The proposed storage shed also meets setback standards.

Freestanding signs will, at a minimum, meet the five-foot required setback. Sign setbacks will likely be greater to accommodate snow removal services.

13.070.E. Odor control

An odor mitigation plan is required to demonstrate that odors generated by the commercial cannabis activity shall not unreasonably impact adjacent properties and uses, or that odor mitigation measures are not applicable due to lack of cannabis-related odor generation, location or siting, design features, or other factors.

The project is for retail only with no associated growing operation. The store will only sell pre-packaged products from licensed distributors. Consumption of products, including smoking or use of vaporized concentrated products is prohibited on-site. Odor mitigation measures are not applicable due to lack of cannabis-related odor generation.

13.070.F. Signage

A Sign Plan shall be required to demonstrate compliance with General Plan Land Development Regulations, Chapter 4.190 Signs, and Chapter 7 Signs.

The project proposes the addition of **two** signs – one attached to the building and **one** freestanding at the property line located along Highway 395. **All signs will be 25 square feet, be constructed out of wood, and have the same design (Figure 9).** All signs will not contain any depictions of cannabis. Attached signs may occupy one square foot for each two lineal feet of business frontage upon which the sign is located (General Plan, 07.030.A.). With a business frontage of 190 feet, the building is allowed as sign of up to 95 square feet.

~~The freestanding sign will be located at the northeast and southeast corners of the parcel along Highway 395.~~ Freestanding signs may occupy one square foot for every three lineal feet of street frontage (General Plan, 07.030.C.), meaning the area of the freestanding sign may not exceed 95 square feet. Also, in accordance with 07.030.C., the sign will not exceed 20 feet in height and will have a minimum setback of five feet.

Figure 7: Proposed location of freestanding signs. To be revised to reflect single sign allowance. Planning Commission authorized staff to approve final location.



Figure 8: Location and approximate size of proposed attached sign.



Figure 9: Proposed sign design. All three signs are 25 square feet each and have the same design.



13.070.G. Visual screening

All Cannabis, Cannabis Products and Cannabis Accessories shall be screened from view from a public right of way to the best of the Permittee's ability.

The proposal states that the interior layout will not allow for any cannabis products to be visible from the street and no cannabis products will be placed in the existing display window.

13.070.H. Lighting

All commercial cannabis activities shall comply with General Plan Land Use Element Chapter 23 – Dark Sky Regulations regardless of activity type or Premise location.

Lighting for Tioga Green will conform with Chapter 23, Dark Sky Regulations. The project will install directional lighting with shielding for signage, walkways, and the building exterior.

Lighting is shown in the attached site plan (Attachment 1).

13.070.I. Parking

A Parking Plan depicting availability and requirements for parking shall be submitted. The Plan shall demonstrate the provision of adequate on-site parking for all employees and allow for loading and unloading.

The site provides adequate parking (see Attachment 1: Site Plan). The retail area requires one space for every 200 square feet of gross leasable area and warehouse space requires one space for every 1,000 square feet of gross floor area. The retail area does not exceed 400 square feet and storage does not exceed 1,000 square feet, meaning at least three spaces and a loading area is required. The project proposes **four spaces**, including **one** ADA space, and a loading area.

Improvements to the existing parking area include paving, lighting, and the addition of a curb-feature to ensure all stormwater drains to the on-site detention basin.

13.070.J. Noise

Noise generation shall comply with the Mono County General Plan Noise Element and Mono County Code, Chapter 10.16.

The project is not expected to generate noise beyond that of similar commercial operations in the Lee Vining commercial core.

Environmental Review

The project qualifies for a categorical exemption from the provisions of CEQA as the project is considered a Class 3 – Conversion of Small Structure (CEQA Guidelines, 15303). A Class 3 exemption consists of construction and location of limited number of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. Class 3 categorical exemptions specifically include stores, motels, offices, restaurants or similar structures not involving the use of significant amounts of hazardous substances, and not exceeding 2,500 square feet in floor area. The project proposes no expansion to the building footprint or modifications to the exterior of the structure. The retail use is consistent with current and historical uses for the property.

Attachments

Attachment 1 – Site Plan

Attachment 2 – Noticing

MONO COUNTY

Planning Division

DRAFT NOTICE OF DECISION & USE PERMIT

USE PERMIT: 19-006

APPLICANT: Cory Zila

ASSESSOR PARCEL NUMBER: 021-080-022

PROJECT TITLE: Tioga Green Cannabis Retail

PROJECT LOCATION: 51005 Highway 395, Lee Vining, CA

CONDITIONS OF APPROVAL

See attached Conditions of Approval

ANY AFFECTED PERSON, INCLUDING THE APPLICANT, NOT SATISFIED WITH THE DECISION OF THE COMMISSION, MAY WITHIN TEN (10) DAYS OF THE EFFECTIVE DATE OF THE DECISION, SUBMIT AN APPEAL IN WRITING TO THE MONO COUNTY BOARD OF SUPERVISORS.

THE APPEAL SHALL INCLUDE THE APPELLANT'S INTEREST IN THE SUBJECT PROPERTY, THE DECISION OR ACTION APPEALED, SPECIFIC REASONS WHY THE APPELLANT BELIEVES THE DECISION APPEALED SHOULD NOT BE UPHeld AND SHALL BE ACCOMPANIED BY THE APPROPRIATE FILING FEE.

DATE OF DECISION/USE PERMIT APPROVAL: May 16, 2019

EFFECTIVE DATE USE PERMIT: May 27, 2019

This Use Permit shall become null and void in the event of failure to exercise the rights of the permit within one (1) year from the date of approval unless an extension is applied for at least 60 days prior to the expiration date.

Ongoing compliance with the above conditions is mandatory. Failure to comply constitutes grounds for revocation and the institution of proceedings to enjoin the subject use.

MONO COUNTY PLANNING COMMISSION

DATED: May 16, 2019

cc: X Applicant
X Public Works
X Building
X Compliance

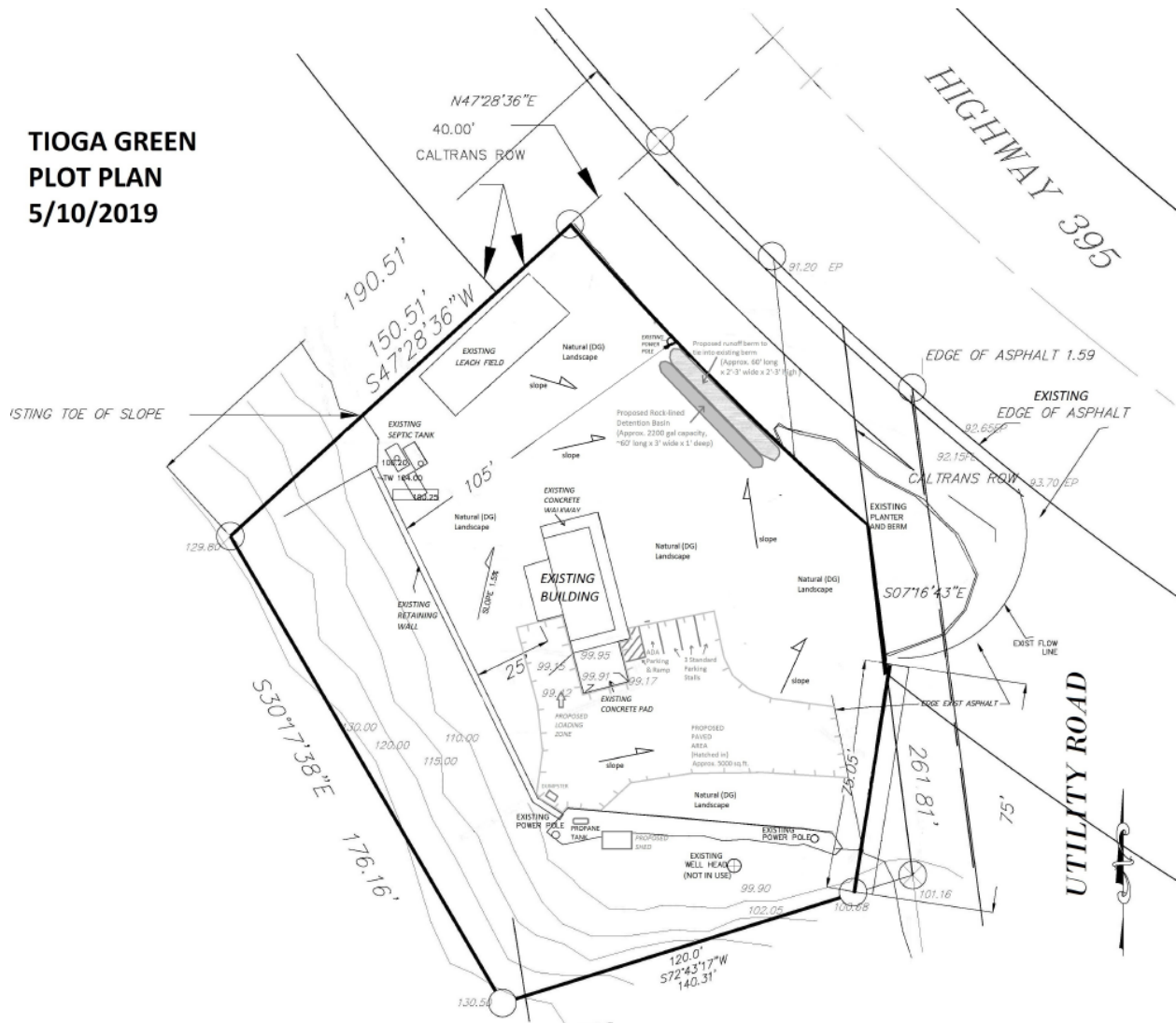
Conditions of Approval:
Use Permit 19-006/Tioga Green Cannabis Retail

- 1) All development shall meet requirements of the Mono County General Plan, Mono County Code, and project conditions.
- 2) Project shall comply with Chapter 13, Cannabis Regulations.
- 3) Project shall obtain a Mono County Operation Permit prior to use.
- 4) The project shall be in substantial compliance with the site plan as shown on Attachment 1 found in the staff report.
- 5) Construction for the project shall be contained within the boundaries of the parcel. All construction activities within the Highway 395 right-of-way must obtain an encroachment permit from Caltrans.
- 6) A curb or similar feature shall border the paved parking area to ensure all stormwater drains to the on-site detention basin.
- 7) **The freestanding sign** shall have a setback exceeding the five foot minimum standard in order to accommodate snow removal services.
- 8) **Signage shall reflect the dimensions and design shown in the staff report. One attached sign and one freestanding sign is permitted.**
- 9) Exterior of the building and accessory shed shall follow Mono County Design Guidelines, including the use of earth tones and non-reflective materials.
- 10) Project shall provide at least three 10x20' parking spaces and a loading area.
- 11) All exterior lighting shall be shielded and directed downward to comply with Chapter 23, Dark Sky Regulations.
- 12) On-site consumption of cannabis products is prohibited.
- 13) There shall be no expansion of cannabis uses without approval from the Mono County Planning Commission.
- 14) Applicant shall obtain operation permit, cannabis state license, business license, and all other required approvals prior to operation.
- 15) Project is required to comply with any requirements of the Lee Vining Fire Protection District. The applicant shall provide a "will serve" letter from the Lee Vining Fire Protection District indicating the FPD will provide service to the project.
- 16) **Project is required to comply with any requirements of the Lee Vining Public Utility District. Applicant shall gain approval for service through the PUD and the Local Agency Formation Commission (LAFCO) prior to approval of a Mono County Cannabis Operation Permit.**
- 17) Project shall comply with all Mono County Building Division, Public Works, and Environmental Health requirements.
- 18) Project shall comply with all conditions in Use Permit 19-006. Use Permit 34-06-05 is revoked.

19) If any of these conditions are violated, this permit and all rights hereunder may be revoked in accordance with Section 32.080 of the Mono County General Plan, Land Development Regulations.

Attachment 1 – Site Plan

**TIOGA GREEN
PLOT PLAN
5/10/2019**



Attachment 2 - Noticing

MONO COUNTY
PLANNING COMMISSION

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: April 30, 2019
To: The Sheet
From: CD Ritter
Re: Legal Notice for the **May 4** issue.
Invoice: Cara Isaac, PO Box 347, Mammoth Lakes, CA 93546

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that Mono County Planning Commission will conduct a public hearing **May 16, 2019**, at Board of Supervisors Chambers, Mono County Courthouse, Bridgeport, CA, to consider the following: **10:10 a.m. CONDITIONAL USE PERMIT 19-002/Walker River Farms:** Proposal for a cannabis microbusiness on an Agriculture (AG-10) parcel located at 1129 Larson Lane, Coleville (APN 002-110-021). The cannabis canopy will be roughly 8,600 square feet. The entire operation consists of four buildings (20x64 feet each). Microbusiness activities include cultivation, distribution, and non-storefront retail. A CEQA 15183 exemption is proposed. **10:30 a.m. CONDITIONAL USE PERMIT 19-006/Tioga Green & REVOCATION OF CONDITIONAL USE PERMIT 34-06-05/Hebert:** Conversion of an existing vacant 690-square foot commercial building into cannabis retail and revocation of the existing use permit for a drive-through restaurant. The proposal is located at 51005 Highway 395 (APN 021-080-022) south of Lee Vining commercial core and gains access from Utility Road. Modifications to the property include interior remodel of existing structure, addition of storage shed, new signage, and paving and lighting for parking area. A Class 3 CEQA exemption is proposed. Land use designation is commercial (C). **10:50 a.m. VARIANCE & USE PERMIT/3D Housing Development:** Conditional Use Permit 18-017 proposes a five-unit housing project on the corner of Howard Avenue and Bruce Street in the community of June Lake. Each unit is approximately 800 square feet. Variance 18-001 is a request for a zero setback from the top of a bank/water course for two units and a portion of the parking area. The watercourse runs along the eastern portion of the project site. The parcel is 0.43 acres in size (APN 015-103-022) and has a land use designation of Multi-Family Residential High (MFR-H). A CEQA exemption 15183 is proposed. Project files are available for public review at the Community Development Department offices in Bridgeport and Mammoth Lakes. INTERESTED PERSONS may appear before the Planning Commission to present testimony or, prior to or at the hearing, file written correspondence with: Secretary to the Planning Commission, PO Box 347, Mammoth Lakes, CA 93546. If you challenge the proposed action(s) in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to Secretary to the Planning Commission at, or prior to, the public hearing.

###

Mono County Planning Commission
Mono County, California

May 14, 2019

Dear Commissioners,

I am writing as a lifelong resident of Lee Vining to oppose a use permit for any business which would disrupt and fracture community development. Approving any such permit would be contrary to the interests of the community, and therefore contrary to the mission and obligations of the county government.

It is clear that a high-profile cannabis store at 51005 Highway 395 would disrupt and risk fracturing the community in this way. Indeed, just the consideration of it is already threatening to do so; this is an actual consideration about which you have evidence, not just a theoretical concern. For this reason, please do NOT approve this conditional cannabis business use permit.

I'd like to suggest two additional ideas for your consideration as well:

First, in my wife's small hometown in the state of Maine, where I spend substantial time every year, cannabis has also been legalized. There is now a successful cannabis store in town, which I think serves as a great role model. I invite you to come visit and see it anytime. The store is not talked about in the community, nobody seems to oppose it, and cannabis users get what they want; the business is reportedly doing well. It has no public-facing signs, and the entrance and parking are behind the building. It doesn't draw any attention and doesn't affect town attitudes in any way.

Second, in the studies for my master's degree in public policy at Harvard University (following my graduation from Lee Vining High School), courses in American public policy and decision making emphasized the difference between a government body supporting a citizen's right to do something on principle, and the government's responsibility for taking the interest of all community members into account collectively. I imagine you could face similar considerations in your decision about a high-profile cannabis store on Highway 395 in Lee Vining. Our public policy training emphasized individual rights in situations such as life, safety, and education for all children; and the collective interest of all community members together (including children and businesses and property owners and others) when making other decisions. I hope you will make the decision in this case that will build rather than fracture our community, while protecting the life, safety, and education of every individual who lives here.

Thank you for considering my input.

Sincerely,



David Strelneck

P.O. Box 165

Lee Vining, CA 93541

(760) 920-6123

From: [Wendy Sugimura](#)
To: [Bentley Regehr](#)
Subject: FW:
Date: Friday, June 21, 2019 10:14:38 AM

From: Denise <denisedomaille@yahoo.com>
Sent: Thursday, June 20, 2019 6:01 PM
To: Wendy Sugimura <wsugimura@mono.ca.gov>
Subject:

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mono County Supervisors and Staff,

I am writing in support of the proposal for Tioga Green, the Adult-Use Cannabis Dispensary being considered for approval in Lee Vining. I believe the business will be an asset to the community of Lee Vining and Mono County. I understand there have been a number of people in Lee Vining that have spoken out to the Board against the proposal stating concerns about children and the character of the community.

In 2016, State voters approved Proposition 64 by 57%. Mono County voted at an even greater percentage than the state in favor of Proposition 64, at 62% in favor, and voters in District 3, which includes June Lake and Lee Vining, voted 64% in favor. Voters in the Lee Vining precinct voted in favor at 65.42%, higher than any other precinct in Mono County outside of the Town of Mammoth Lakes. A substantial majority of voters in this community voted in favor of the laws allowing this type of business.

With the passage of Proposition 64 in 2016, cannabis is now legal for adult use. The education of youth and those that mentor them on cannabis is a tricky subject. California launched an educational campaign called "Let's Talk Cannabis" with a ton of educational materials available to help with this education process. The "Let's Talk Cannabis" website is <https://www.cdph.ca.gov/Programs/DO/letstalkcannabis/Pages/LetstalkCannabis.aspx>. Their campaign specifically targets youth, parents, and emphasizes responsible use for adults. I understand that the Tioga Green Owners, Cory Zila and Margie DeRose, have recently been circulating these educational flyers in the community. The County excise tax will contribute a significant amount of funding to the County that will be available for educational purposes.

The character of the community will not be tarnished by a new business in a prominent location that has sat vacant for decades. More small businesses in Lee Vining, like Tioga Green, will contribute to the vibrancy and economic stability of the community. The proposal includes signage, building design, and landscaping that are characteristic of the rustic and naturalness of the area. The building is small and does not overpower the street frontage. The location is ideal as it is away from the center of the community, including schools and parks. Customers of the dispensary have to

intentionally go there. The concern over a dispensary being in the community is interesting as 65.42% of the community voted in favor of legalizing cannabis for adult use. The “Not In My Back Yard” mentality is just the fear of change and unknown outcomes. The education of customers and those in the community are a priority of the owners.

In addition, with the recent approval of several cannabis farms, manufacturers, and distributors in the County, Tioga Green intends to source as much of their products from local sources as possible. Other than tourism, no other industry offers the opportunity to be vertically integrated, creating more jobs and revenue that will stay in the County.

I appreciate your consideration of my support as a member of the community for the Tioga Green proposal. The business would be a true asset to the community of Lee Vining and the Eastern Sierra as a whole.

Thank you,
Denise Molnar

Sent from my iPhone

CD Ritter

From: Wendy Sugimura
Sent: Thursday, June 20, 2019 8:31 AM
To: CD Ritter
Subject: FW:

From: jackie bishop <jacka01@hotmail.com>
Sent: Wednesday, June 19, 2019 3:10 PM
To: Wendy Sugimura <wsugimura@mono.ca.gov>
Subject:

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thank you for considering sending a Letter Of Support to the County for Tioga Green. Please copy and paste the text of the letter below into a new email and sign the bottom with your name...Don't Forget to Sign!! Feel free to add or change the text to customize it if you wish. Feel free to forward to others that you feel would like to express their support. We're trying to get these letters to the County ASAP, please send as soon as you can.

Send the email to all of the following:

bgardner@mono.ca.gov

scorelss@mono.ca.gov

fstump@mono.ca.gov

jhalferty@mono.ca.gov

jpeters@mono.ca.gov

bregehr@mono.ca.gov

wsugimura@mono.ca.gov

Thank you so much for supporting us!

Cory

Mono County Supervisors and Staff,

I am writing in support of the proposal for Tioga Green, the Adult-Use Cannabis Dispensary being considered for approval in Lee Vining. I believe the business will be an asset to the community of Lee Vining and Mono County. I understand there have been a number of people in Lee Vining that have spoken out to the Board against the proposal stating concerns about children and the character of the community.

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With the passage of Proposition 64 in 2016, cannabis is now legal for adult use. The education of youth and those that mentor them on cannabis is a tricky subject. California launched an educational campaign called “Let’s Talk Cannabis” with a ton of educational materials available to help with this education process. The “Let’s Talk Cannabis” website is <https://www.cdph.ca.gov/Programs/DO/letstalkcannabis/Pages/LetstalkCannabis.aspx>. Their campaign specifically targets youth, parents, and emphasizes responsible use for adults. I understand that the Tioga Green Owners, Cory Zila and Margie DeRose, have recently been circulating these educational flyers in the community. The County excise tax will contribute a significant amount of funding to the County that will be available for educational purposes.

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In addition, with the recent approval of several cannabis farms, manufacturers, and distributors in the County, Tioga Green intends to source as much of their products from local sources as possible. Other than tourism, no other industry offers the opportunity to be vertically integrated, creating more jobs and revenue that will stay in the County.

I appreciate your consideration of my support as a member of the community for the Tioga Green proposal. The business would be a true asset to the community of Lee Vining and the Eastern Sierra as a whole.

Thank you,
Jacqueline Bishop

Get [Outlook for iOS](#)

From: [Samantha Strazdins](#)
To: [Bentley Regehr](#); [John Peters](#); [Wendy Sugimura](#)
Subject: Lee vining local supporting Tioga Green
Date: Wednesday, June 19, 2019 7:23:39 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mono County Supervisors and Staff,

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Thank you,
Samantha Strazdins

Get [Outlook for iOS](#)

From: [Wendy Sugimura](#)
To: [Wendy Sugimura](#)
Subject: FW: Tioga Green
Date: Monday, July 1, 2019 5:56:17 PM

-----Original Message-----

From: cwebb <vlresort@wildblue.net>
Sent: Thursday, June 20, 2019 8:35 AM
To: Scheereen Dedman <sdedman@mono.ca.gov>
Subject: Tioga Green

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Planning Commission,

I would like to express my disapproval of any type of Cannabis sold within Mono County. I believe, regardless of legality, that it will only contribute to the on-going problem of drug use within our County. Lee Vining, Bridgeport and June lake have local distributors and a problem with younger people. I have signed the petition in Lee Vining to disallow any business that is going to alter the minds of our young people. I don't believe California is heading in the right direction about a large number of issues and this is a bad one.

Sincerely,
Carolyn Webb
Virginia Lakes

From: [Tioga Mart](#)
To: [Fred Stump](#); [Bob Gardner](#); scorelss@mono.ca.gov; [Jennifer Halferty](#); [John Peters](#); [Bentley Regehr](#); [Wendy Sugimura](#)
Subject: Re:
Date: Sunday, July 7, 2019 7:12:20 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Supervisors,

I am writing in regards to Tioga Green. I am a resident of Lee Vining in the summer months and manager of the Tioga Gas Mart. I am not opposed or supportive of Cannabis; however, I am supportive of ones right to start a business. Cannabis is a legal drug and supported by a 65% margin in Lee Vining. I have heard residents complain that kids will walk pass the proposed location on their way to school, which is not true. Not one single school kid walks passed the location to get to school. It has been my experience that only two long time families of Lee Vining oppose Tioga Green. However, these families employee a large percentage of the town. Many employees do not want to speak out. Marijuana is legal and Tioga Green has meet every requirement to open a business. If they want to start a business venture then they are entitled, they shouldn't be stopped because of the beliefs of others.

Thank you for your time,
Denise Molnar

Sent from my iPhone

On Jun 21, 2019, at 7:30 AM, Fred Stump <fstump@mono.ca.gov> wrote:

Thank you for your comments. Are you a Lee Vining resident?

Fred Stump

From: Tioga Mart <tiogagasmart@gmail.com>
Sent: Thursday, June 20, 2019 6:00:02 PM
To: Fred Stump
Subject:

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mono County Supervisors and Staff,

I am writing in support of the proposal for Tioga Green, the Adult-Use Cannabis Dispensary being considered for approval in Lee Vining. I believe the business will be an asset to the community of Lee Vining and Mono County. I understand there have been a number of people in Lee Vining that have spoken out to the Board against the proposal stating concerns about children and the character of the community.

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In addition, with the recent approval of several cannabis farms, manufacturers, and distributors in the County, Tioga Green intends to source as much of their products from local sources as possible. Other than tourism, no other industry offers the opportunity to be vertically integrated, creating more jobs and revenue that will stay in the County.

I appreciate your consideration of my support as a member of the community for the Tioga Green proposal. The business would be a true asset to the community of Lee Vining and the Eastern Sierra as a whole.

Thank you,
Denise Molnar

Sent from my iPhone

From: [dan molnar](#)
To: [Bob Gardner](#); scorelss@mono.ca.gov; [Fred Stump](#); [Jennifer Halferty](#); [John Peters](#); [Bentley Regehr](#); [Wendy Sugimura](#)
Subject: Tioga green
Date: Saturday, July 6, 2019 9:27:33 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Unfortunately I can't make the meeting Tuesday am. I have to work in mammoth.
I writing to convey my support of Tioga green and there vision.

Marijuana use has finally come out of the closet which is a good thing. Any negative effects it might have pale to those of alcohol and tobacco as we all know.

Having lived and worked in the mono basin on and off since 2004 I can say with confidence that the mono basin has always had a large number of marijuana enthusiasts and in my opinion they are some of the more productive, tolerant and interesting members of the population.

Tioga green would not alter the character of lee vining. It would benefit the existing marijuana culture which has peacefully and uneventfully flourished for decades.

If the residents of lee vining want to address a threat to there towns character perhaps they should consider a ban on tobacco and alcohol. There are mountains of studies which would confirm there detrimental qualities.

Finally. I'm flabbergasted that a few business people have the gumption to try and deny another business entity the opportunity to legally participate in our capitalist system. That is about as un American as it gets.

Thanks for your time.

Dan Molnar

Sent from my iPhone

From: [Stephani Hukkanen](#)
To: [Bob Gardner](#); [Fred Stump](#); [Jennifer Halferty](#); [John Peters](#); [Bentley Regehr](#); [Wendy Sugimura](#); scorelss@mono.ca.gov
Subject: Dispensary Lee Vining
Date: Tuesday, July 9, 2019 8:17:00 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To Whom it may Concern,

As a citizen of Mono County for 10 years, I have witnessed the issues brought on by an absence of a dispensary. I first moved here without a car, and know of at least thirty other citizens across this county who do not have a working vehicle. Accessing medical marijuana is unreasonably difficult for the locals of Lee Vining and travellers alike. Having a dispensary in Lee Vining would be a crucial service because it would make it easier for patients to get their medicine.

Furthermore, the amount of people who come through Lee Vining heading to or from Yosemite always ask about where to find a dispensary close. People traveling from Tahoe are in need as well since the rules are more strict there and they don't have the access like we do here. A business like that would do really good in the town of Lee Vining.

Cory Zila really knows what he's doing as a businessman and he is a long time local. He's very knowledgeable when it comes to Marijuana and the legalities of having a business like this.

Sincerely,

Stephani Hukkanen

From: Tioga Green tiogagreen@gmail.com

I wanted to forward on some information we shared with the County Supervisors regarding Tioga Green which slated to go before the board on July 9th.

Here's quick update on the outreach efforts that we've been conducting in the community of Lee Vining. We've been sharing educational materials in-person throughout the community on Responsible Use of Cannabis, What Parents and Mentors Need to Know About Cannabis, Youth and Cannabis, and FAQs (all attached). We've also been sharing the Spanish versions of these flyers. California has put these flyers out and more through their "Let's Talk Cannabis" campaign.

We've received some interesting feedback from our outreach efforts. All those that we made contact with were appreciative of our efforts and our focus on education. We learned that many members of the community are supportive of Tioga Green, though we heard from a number of people that they were not comfortable vocalizing their support because they have a personal or working relationship with those that are opposed to the project. Being a small town, it's understandable that long-standing members of the community do not want to create conflicts with their employers, friends, or families and prefer not to speak up.

I understand that many of those that are in support of Tioga Green voiced this through letters and phone calls to some County Supervisors.

I've also put together a 2-page summary of how Tioga Green meets the Goals and Objectives of the 2012 Mono Basin Community Plan and attached that here. Overall, Tioga Green meets many of the "Sustainable Economy" goals and objectives and many others.

Thank you,
Cory



Frequently Asked Questions

Legal

1. Can I use cannabis?

Under California law, adults 21 or older can use, carry, and grow cannabis (marijuana, weed, pot, etc.). Buying cannabis (without a valid physician's recommendation or a county-issued medical marijuana identification card) will become legal under California law for adults 21 or older on January 1, 2018.

Use of medicinal cannabis is legal under California law if you have a valid physician's recommendation or a valid county-issued medical marijuana identification card. To buy medicinal cannabis, you must be 18 or older and have either a valid physician's recommendation, a valid county-issued medical marijuana identification card, or be a Primary Caregiver as defined in Health and Safety Code Section 11362.7(d) or 11362.5(e), with a valid physician's recommendation for the patient.

For more information, visit: https://leginfo.ca.gov/faces/billTextClient.xhtml?bill_id=201720180SB94.

2. What about medicinal cannabis use?

Under California's Compassionate Use Act and Medical Marijuana Program, if you have a valid physician's recommendation or a valid county-issued medical marijuana identification card you can possess and transport up to eight ounces

of dried medicinal cannabis and six mature cannabis plants (or 12 immature plants). If you require a larger amount of cannabis, under the Compassionate Use Act, you may possess and cultivate any amount that is reasonably related to your current medical needs.

To buy medicinal cannabis, you must be 18 or older and have a valid physician's recommendation, a valid county-issued medical marijuana identification card, or be a Primary Caregiver as defined in Health and Safety Code Section 11362.7(d).

You can only buy medicinal cannabis from retailers with a "M-license". Retailers that sell adult use cannabis will have an "A-license".

With a valid county-issued medical marijuana identification card, you do not have to pay sales tax when you buy cannabis, but you do have to pay other taxes.

3. How much cannabis can I legally have?

If you are 21 and older, you can buy and possess up to one ounce (28.5 grams) of cannabis and up to eight grams of concentrated cannabis. You can also plant, harvest, dry, and process up to six cannabis plants inside of your private residence or on the grounds of your private residence. When growing cannabis for personal use, the plants must in a locked space that is not visible to the public.

Under California's Compassionate Use Act and Medical Marijuana Program, if you have a valid physician's recommendation or a valid county-issued medical marijuana identification card you can use and possess up to eight ounces of dried medicinal cannabis and six mature cannabis plants (or 12 immature plants). You can possess a larger quantity of medicinal cannabis if your physician's recommendation specifies a higher amount.

4. Can I sell or give away cannabis?

To sell cannabis, you need a license from the California Bureau of Cannabis Control. If you are 21 or older, you can give away up to one ounce (28.5 grams) of cannabis and up to eight grams of concentrated cannabis to a another person 21 or older, but you cannot receive money or any form of compensation.

5. Where can I buy cannabis?

You can only buy cannabis at retail outlets licensed by the California Bureau of Cannabis Control.

Medicinal cannabis patients can only buy from a licensed medicinal retailer.

6. Where can I use cannabis?

You can use cannabis on private property. But you cannot use, smoke, eat, or vape cannabis in public places and you cannot smoke cannabis or cannabis products in places where it is illegal to smoke tobacco. Property owners may ban the use and possession of cannabis on their privately owned properties.

You cannot use cannabis within 1,000 feet of a school, day care center, or youth center while children are present.

7. What serious medical condition(s) do I need to have in order to get a valid county-issued medical marijuana identification card?

You can obtain a valid county-issued medical marijuana identification card, if you have any of the following medical conditions:

- Acquired immune deficiency syndrome (AIDS)
- Anorexia
- Arthritis
- Cachexia
- Cancer
- Chronic pain
- Glaucoma
- Migraine
- Severe nausea
- Persistent muscle spasms, including, but not limited to, spasms associated with multiple sclerosis. Seizures, including, but not limited to, seizures associated with epilepsy
- Any other chronic or persistent medical symptom that either:
 - Substantially limits your ability to conduct one or more major life activities as defined in the federal Americans with Disabilities Act of 1990 (Public Law 101-336).
 - If not alleviated may cause serious harm to your safety or physical or mental health.

8. Is cannabis legal in all California cities and counties?

Cities and counties may have stricter laws about cannabis that are in addition to the state law. Know your local cannabis laws.

9. Can I carry cannabis around with me?

You can carry up to one ounce (28.5 grams) of cannabis and up to eight grams of concentrated cannabis.

10. Can I carry cannabis in my car?

It is against the law for you to have an open container of cannabis in a car or other vehicle while driving, operating or riding in the passenger seat. If you have cannabis in a vehicle, it must be in an approved sealed package or container. Otherwise, it must be kept in the trunk of the vehicle.

Even if you have a valid physician's recommendation or a valid county-issued medical marijuana identification card, it is illegal to smoke cannabis in an operating vehicle.

11. Can I get a DUI if I drive while I am high?

Yes. If you are under the influence of cannabis while operating a car, boat, or other vehicle, a law enforcement officer can pull you over and conduct a sobriety test.

12. What about federal law?

Even though it is legal under California law, you cannot consume or possess cannabis on federal lands like national parks, even if the park is in California.

13. Can I leave California with cannabis?

No. It is illegal to take cannabis across state lines, even if you are traveling to another state where cannabis is legal.

14. Now that cannabis is legal, can my employer prohibit me from using?

Even though it is legal under California law, employers have the right to prohibit the use of cannabis by their employees. Know your workplace cannabis policies.

Safe and Responsible Use

15. Is it true that cannabis is stronger now than it was years ago?

Yes. The way cannabis plants are grown has changed over the past few decades. Many plants now contain higher amounts of tetrahydrocannabinol (THC), the active ingredient in cannabis. The higher the THC content, the stronger the effects on your brain and behavior. A higher concentration of THC may result from using newer methods of cannabis like dabbing, vaping, and/or consuming edibles.

16. How do I store cannabis safely?

Put cannabis away every time. Never leave it out. Store all cannabis products where children cannot see or reach them. Keep cannabis in the child-resistant packaging from the store. You may want to consider purchasing a locked box. Cannabis affects children more strongly than adults. Children are at higher risk for cannabis poisoning, especially from edibles.

If you think a child may have ingested cannabis, call the Poison Control Center at 800-222-1222. If you think a child needs immediate medical help, call 911.

Keep cannabis out of reach of pets too. If you think your pet may have eaten cannabis, call your veterinarian.

17. What should I know about consuming edibles safely?

It can take time approximately 30 minutes to two hours to feel the effects of edibles like cookies or sodas. Start with less than a single serving (less than 10 mg of THC), then wait before using more. It is important to know about the delayed effects of edibles because if you eat too much too fast, you are at higher risk of poisoning.

18. Is it possible to overdose on cannabis?

A fatal overdose is unlikely. However, smoking or eating high concentrations of THC can affect your judgment, perception, and coordination, and may lead to poisoning, injuries and accidents.

19. Can secondhand cannabis smoke affect nonsmokers and children?

Yes. Secondhand cannabis smoke contains THC and many of the same toxins and chemicals found in tobacco smoke. These toxins can be harmful to those around you, especially babies and children.

20. Will cannabis affect my driving?

Yes. Cannabis can negatively affect the skills you need to drive safely, including reaction time, coordination and concentration. Driving under the influence of cannabis is illegal and increases your risk of getting into a car crash.

If you are under the influence of cannabis while operating a car, boat, or other vehicle, a law enforcement officer can pull you over and conduct a sobriety test.

Pregnant and Breastfeeding Women

21. If I am pregnant, should I use cannabis to relieve nausea?

No. Using any form of cannabis is not recommended for women who are pregnant or who plan to be pregnant soon. If you already use cannabis for medicinal purposes, ask your doctor for an alternative treatment shown to be safe during pregnancy.

Talk to your doctor about any questions you have about cannabis.

22. Can using cannabis harm my baby while I am pregnant or breastfeeding?

Yes. Using any form of cannabis is not recommended for women who are pregnant or breastfeeding, or who plan to become pregnant soon.

Research shows that if you use cannabis while you are pregnant or breastfeeding the growth and development of your baby's brain can be harmed, and your baby is more likely to be born with a lower birth weight and have health problems.

Talk to your doctor about any questions you have about cannabis.

Youth

23. Is cannabis harmful to teens and young adults?

Yes. The brain is still developing until a person

reaches their mid-20s. Using cannabis regularly in your teens and early 20s may lead to physical changes in your brain.

Cannabis can harm a young person’s memory and ability to learn and pay attention. Some studies suggest a permanent impact as well. These harmful effects may make it harder for youth to achieve their educational and professional goals and impact how successful they are in life.

Cannabis use also increases the risk for anxiety, depression, suicide and schizophrenia as well as substance use or abuse.

24. What happens if I am under 18 and caught carrying or using cannabis?

If you are under 18 and caught in possession of cannabis you will be required to complete drug education or counseling and community service (unless you have a valid qualifying physician’s recommendation or a valid county-issued

medical marijuana identification card). You could also face additional penalties (fines and jail time) depending on where you are, whether it is your second offense and other factors.

Parents and Mentors

25. How should I talk to my child or teen about cannabis?

- Talk openly and provide guidance about the risks of using cannabis.
- Stay positive and focus on how using cannabis can get in the way of achieving goals.
- Set shared guidelines and expectations for healthy behaviors.
- Be aware of your own attitudes and behaviors



LET’S TALK CANNABIS

 <http://bit.do/letstalkcannabis>

 letstalkcannabis@cdph.ca.gov



Youth and Cannabis

Cannabis (marijuana, weed, pot, etc.) may affect your educational and professional goals and how successful you are in life. Because your health and future are important to you, here are some things you should learn about how cannabis use influences your body and brain.



Cannabis Affects Your Health

- Like cigarettes, smoking cannabis is harmful to your lungs. The smoke from cannabis has many of the same toxins and chemicals found in cigarette smoke, and when inhaled it can increase your risk of developing lung problems.^{1,2}
- The way cannabis is grown has changed and some plants now have higher levels of THC. High levels of THC can lead to poisoning, especially with edibles like cookies.^{3,4,5}
- Regular cannabis use has been linked to anxiety, depression, and suicide, especially for teens with a family history of mental illness.^{6,7,8}
- Cannabis use increases the risk of schizophrenia, although it is not common. The more cannabis you use, the higher the risk.⁹
- Using cannabis as a teen can lead to cannabis dependence and increase your risk for using or abusing other substances and illegal drugs.^{10,11}

Cannabis Affects Your Brain

- Your brain is still developing. Using cannabis regularly in your teens and early 20s may lead to physical changes in your brain.¹²
- Research shows that when you use cannabis your memory, learning, and attention are harmed. Some studies suggest a permanent impact as well.¹³

Most Teens Are Not Using Cannabis

- In 2016, most high school students in California reported they were not using cannabis. Only about 15 percent (less than 1 in 5) reported using cannabis in the past 30 days.¹⁴

Cannabis Impacts Your Goals

- The harmful effects of cannabis on your brain may impact your educational and professional goals and how successful you are in life.¹⁵ Research shows that if you start using cannabis before you are 18 or use cannabis regularly you may be at higher risk for:
 - Skipping classes¹⁶
 - Getting lower grades¹¹
 - Dropping out of school¹⁷
 - Unemployment or not getting the job that you'd like to have^{17,18}

Cannabis Affects Your Driving

- Cannabis can negatively affect the skills you need to drive safely, including reaction time,

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coordination, and concentration.¹⁹

- Driving under the influence of cannabis increases your risk of getting into a car crash.²⁰

If You Break the Law

- If you are under 21 and caught in possession of cannabis you will be required to complete

drug education or counseling and community service (unless you have a valid physician's recommendation or a valid county-issued medical marijuana identification card).²¹



References

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3. ElSohly, M. A., Z. Mehmedic, S. Foster, C. Gon, S. Chandra, and J. C. Church. 2016. "Changes in Cannabis Potency Over the Last 2 Decades (1995-2014): Analysis of Current Data in the United States." *Biol Psychiatry* 79 (7):613-9. doi: 10.1016/j.biopsych.2016.01.004.
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What Parents and Mentors Need to Know about Cannabis

Parents and mentors can have an impact on whether or not youth use cannabis (marijuana, weed, pot, etc.). Pre-teens, teens and youth in their early 20s often seek out new experiences and engage in risky behaviors, such as using cannabis. You can help prevent underage use by starting the conversation about cannabis with youth in your life, and make sure they are aware of potential consequences. Here are some important facts you should know about cannabis and some tips for talking to youth.



Cannabis Can Affect a Young Person's Brain

- The brains of young people do not fully develop until they reach their mid-20s. Regular cannabis use during the early years of life can lead to harmful physical changes in the brain.¹
- Research shows that when youth use cannabis their memory, learning, and attention are harmed. Some studies suggest a permanent impact as well.²

Other Negative Effects of Cannabis on Youth

- Driving under the influence of cannabis increases the risk of getting into a car crash. Cannabis can negatively affect the skills that are needed to drive safely, including reaction time, coordination, and concentration.^{3,4}
- The harmful effects of cannabis on a young person's brain may impact their educational and professional goals and how successful they are

in life.⁵ Research shows that youth who start using before 18 or who use cannabis regularly may be at higher risk for:

- Skipping classes⁶
- Getting lower grades⁷
- Dropping out of school⁸
- Unemployment or having less fulfilling jobs later in life^{8,9}
- Mental health problems may include:
 - Anxiety, depression, suicide, and schizophrenia^{10,11,12,13}
 - Cannabis dependence and a higher risk for using or abusing other substances and illegal drugs¹⁴
- Like tobacco, smoking cannabis is harmful to the lungs. The smoke from cannabis has many of the same toxins and chemicals found in tobacco smoke, and when inhaled can increase the risk of developing lung problems.^{15,16}

Young People and Cannabis Use

- In 2016, most high school students in California reported they were not using cannabis. Only about 15 percent (less than 1 in 5) reported using cannabis in the past 30 days.¹⁷

- However, most youth do not believe cannabis is harmful. Eight out of 10 youth in California, aged 12-17, reported believing using cannabis once a month was not risky.¹⁸



Tips for Encouraging Youth Not to Use Cannabis¹⁹

- Talk openly and provide guidance about the risks of using cannabis.
 - Youth who have supportive parents, teachers, and other adults are less likely to use cannabis and illegal drugs.
 - Stay positive.
 - Focus on how using cannabis can get in the way of achieving goals such as graduating high school, getting into college or getting a good job. Do not focus on negative outcomes.
- Listen carefully to the questions and thoughts youth have.
- Set shared guidelines and expectations for healthy behaviors.
 - Youth are less likely to use cannabis when parents set clear limits and house rules.
- Be aware of your own attitudes and behaviors.
 - You are a role model. If you use cannabis in front of young people, they are more likely to use it too.



Recognizing if a Youth is Using Cannabis²⁰

- Look for behavioral changes related to cannabis use such as: mood swings, spending less time with friends, skipping school, loss of interest in sports or other favorite activities and changes in grades and sleeping habits.
- Young people under the influence of cannabis may lack coordination, giggle for no reason, act silly, have red eyes and short-term memory loss.

What to Do if a Youth is Using Cannabis¹⁹

- Stay calm. Overreacting may lead youth to rebel, feel resentment or take greater risks.
- Talk about your concerns and give positive reasons for wanting youth to stop using cannabis.
- Keep the conversation open for problem solving.
- Remind youth of the ground rules you set earlier, or set new ground rules and consequences.
- If needed, seek help from trusted adults and resources in your community.
- Call 911 and get help if there is a medical or mental health emergency.

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Responsible Use of Cannabis

Consuming cannabis (marijuana, weed, pot, etc.) can be risky, depending on how you use and what you do afterward. Here is important information to help you avoid harming yourself and others.



Be Safe

- Driving under the influence of cannabis is illegal and increases your risk of getting into a car crash.^{1,2}
- If you smoke or vape cannabis you may feel the effects right away, but it can take between 30 minutes and two hours to feel the effects of edibles. Edibles may have higher concentrations of tetrahydrocannabinol (THC, the active ingredient in cannabis). If you eat too much too fast, you are at higher risk for poisoning.³
- Smoke from cannabis contains many of the same toxins and chemicals found in tobacco smoke and inhaling it can increase your risk of developing lung problems.^{4,5}
- If you are pregnant or breastfeeding, or plan to become pregnant soon, leading doctors' organizations recommend that you do not use cannabis.^{6,7}
- Young people who use cannabis regularly can harm their memory and ability to learn. There is also a greater risk for depression, anxiety, and schizophrenia.^{8,9,10,11}

- Even though it is legal under California law, employers can prohibit the use of cannabis by employees. Know your workplace cannabis policies.¹²
- Protect your pets. Store cannabis safely out of reach of dogs, cats, and other animals. If you think your pet may have eaten cannabis, call your veterinarian.¹³

Keep Children Safe

Cannabis affects children more strongly than adults. Children are at higher risk for poisoning from cannabis, especially with edibles.¹⁴ Here are some safe practices you need to know.

- Store all cannabis products in a locked area. Make sure children cannot see or reach the locked area. Keep cannabis in the child-resistant packaging from the store.
- Never use cannabis around children.
 - When you are using cannabis, make sure an adult who can look after your children is nearby.
- Secondhand cannabis smoke contains THC and other chemicals that can affect the health of children.^{15,16}
- If you think a child may have ingested cannabis, call the local Poison Control Center at 800-222-1222. If you think a child needs immediate medical help, call 911.

High THC Levels

- The way cannabis plants are grown has changed over the past few decades. Many plants now contain higher amounts of THC. The higher the THC content, the stronger the effects on your brain and behavior.^{17,18,19}
- Higher levels of THC may result from newer methods of using cannabis like dabbing, vaping, and/or consuming edibles.¹⁹
- High concentrations of THC are not fully understood, but can impair your judgement and coordination, and lead to poisonings, car crashes and other injuries. It can also increase your risk for acute psychosis.^{1,20,21,22}

Everyone Reacts Differently

- You may react differently to cannabis than other people, depending on which method you use, how strong the cannabis is, your gender and previous experience with cannabis or other drugs.²³
- Start with less than a single dose (less than 10 mg of THC) then wait before you use more.^{24,25}
 - Even a single dose of THC may impair your ability to drive, bike or do other activities, especially if you are a new cannabis user or just use once in a while.^{26,27}

Vaping and Concentrates

Researchers do not fully understand how using cannabis with vaporizers or using concentrated forms like waxes and oils affects your health. However, we do know:²⁸

- Vaporized and concentrated cannabis can have a lot more THC, which increases the risk of poisoning.²⁹
- The tools and high temperatures used for vaporizing cannabis may expose you to toxic substances.²⁹



Synthetic Cannabinoids

- Synthetic cannabinoids (K2, spice, spike) are not actually cannabis, but are made from another type of plant and sprayed with chemicals produced in a laboratory.^{27,30}
- Synthetic cannabinoids affect your brain more powerfully than cannabis, and may result in nausea, anxiety, paranoia, brain swelling, seizures, hallucinations, aggression, heart palpitations or chest pains.^{31,32}
- If someone you know has used synthetic cannabinoids and needs help, take the following steps:
 - Call 911 immediately if the person stops breathing, collapses, or has a seizure. These symptoms can be life-threatening and require immediate medical attention.
 - Call your Poison Control Center at 800-222-1222.



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Consistency of Tioga Green with the 2012 Mono Basin Community Plan's Goals and Objectives

Goal 1: Maintain the spectacular natural values of the Mono Basin and rural, small-town character of communities by managing growth, ensuring high-quality aesthetics, and providing for community development needs to enhance the quality of life for residents.

- Objective A: Provide for the orderly growth of Lee Vining in a manner that retains the small-town character by directing future development to occur in and adjacent to Lee Vining.
 - Action 1.1: Explore options for encouraging and facilitating the use of vacant commercial space for new businesses.
 - *Tioga Green will utilize a prominently located commercial property adjacent to the community of Lee Vining that has been vacant for decades.*
- Objective C: Encourage building types and architectural design compatible with the scenic and natural attributes of the Mono Basin.
 - Action 1.1: Encourage the siting and design of buildings to complement the natural environment and preserve open space.
 - *The design of the Tioga Green building will maintain the natural wood and stone materials on the existing building that blends well with the environment. In addition, signs will be made of hand-carved wood to continue this theme. The building is relatively small and not overwhelming.*
 - Action 3.1: Require compliance with and enforce the Dark Sky Regulations.
 - *Building and signage lighting for Tioga Green will be compliant with Mono County Dark Sky Regulations.*
 - Action 4.1: Use Mono County Design Guidelines to promote architecture, site planning, and uses compatible with the surrounding visual and scenic environment within the communities of Lee Vining and Mono City.
 - *Again, the existing design of the Tioga Green building utilizes natural wood and stone materials to blend with the environment and maintain scenic integrity.*
 - Action 5.1: Encourage applicants to meet residential standards to protect the character of residential areas and Lee Vining and facilitate compatible uses within the Commercial Land Use Designation.
 - *Tioga Green will utilize commercially-zone property which resides a reasonable distance from schools and parks as required by Mono County Cannabis Regulations. The proposed use is compatible with the Land Use Designation.*

Goal 2: Grow a sustainable local economy with diverse job opportunities that offers year-round employment and wages that reflect the cost of living in the area.

- Objective A: Plan for a diversified, sustainable economy.
 - *No specific action exists for Objective A related to Tioga Green, however the diversity of a non-tourism based business within the community of Lee Vining will help to sustain a more diverse economy and employee base.*

- Objective C: Diversify the existing economic base and employment opportunities to achieve a more sustainable economy.
 - Action 5.2: Explore options for encouraging and facilitating the use of vacant commercial space for new businesses.
 - *Tioga Green will utilize a prominently located commercial property and existing building that has been vacant for decades. Utilizing the existing building meets this objective instead of building a new and larger facility.*
 - Action 5.4: Support an attractive Main Street through actions such as the promotion of the Mono County Design Guidelines to complement Lee Vining’s small town character and attract visitors.
 - *As mentioned above, Tioga Green will comply with Mono County Design Guidelines to compliment the natural environment and community character.*



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 16, 2019

Departments: Finance

TIME REQUIRED PUBLIC HEARING: 9:30 AM (30 minutes)

PERSONS APPEARING BEFORE THE BOARD Janet Dutcher

SUBJECT 2019-2020 Budget Hearing

AGENDA DESCRIPTION:

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

Public hearing and adoption of the 2019-2020 County of Mono Recommended Budget, as presented or amended. The Mono County Recommended Budget for fiscal year 2019-2020 is available on the Mono County Website: <https://www.monocounty.ca.gov/auditor/page/2019-2020-recommended-budget-portal>. The document may also be accessed on the Mono County website home page by clicking the "2019-2020 Recommended Budget Portal" link under "Spotlight."

RECOMMENDED ACTION:

1. Conduct public budget hearing.
2. Adopt resolution R19-____, A Resolution of the Mono County Board of Supervisors Adopting the Final Mono County Budget for Fiscal Year 2019-2020, as presented or amended.

FISCAL IMPACT:

The Recommended budget includes \$129,801,874 in expenditures, \$101,554,592 in revenues, and relies on \$28,247,312 in carryover balance. The General Fund component includes \$40,287,430 in expenditures, \$37,287,430 in revenues, and relies on \$3,000,000 in carryover fund balance.

CONTACT NAME: Janet Dutcher

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Resolution - FY 2019-2020 Final County Budget
2019-2020 Recommended Budget - Transmittal Letter
2019-2020 Budget Overview, as presented

[☐ Recommended Appropriations Summary](#)

[☐ Late Request for Funding - Mammoth Lakes Fire Safe Council NOT INCLUDED IN RECOMMENDED BUDGET](#)

History

Time	Who	Approval
7/12/2019 9:32 AM	County Administrative Office	Yes
7/10/2019 6:46 PM	County Counsel	Yes
7/12/2019 9:05 AM	Finance	Yes



R19-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS
ADOPTING THE FINAL MONO COUNTY BUDGET
FOR FISCAL YEAR 2019-2020**

WHEREAS, the final Mono County budget for fiscal year 2019-2020 (the “budget”) has been prepared under direction of the County Administrative Officer after consultation with the Finance Director, department heads, officers and certain employees; and

WHEREAS, the budget has been prepared in the form and manner required by law; and

WHEREAS, budget hearings of the Board of Supervisors have been noticed and held;

and

WHEREAS, the final budget is attached hereto and incorporated into this resolution by this reference pursuant to Government Code Section 29090.

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

SECTION ONE: The budget incorporated by reference meets the requirements of Government Code Section 29000 et. Seq.

SECTION TWO: Pursuant to Government Code Section 29091, the several amounts of proposed financing uses specified in the budget are hereby appropriated at the object level except

1 fixed assets, which are appropriated at the sub-object level pursuant to Government Coe Section
2 29008.

3
4 **SECTION THREE:** The budget is hereby adopted as the Mono County Final Budget for
5 Fiscal Year 2019-2020.

6
7 **SECTION FOUR:** A copy of this Resolution, together with the attached budget, shall be
8 filed forthwith by the Finance Director in the Office of the Clerk of the Board of Supervisors and
9 in the Office of the Controller of the State of California.

10
11 **PASSED, APPROVED and ADOPTED** this 16 day of July, 2019, by the following
12 vote, to wit:

13
14 **AYES:**

15 **NOES:**

16 **ABSENT:**

17 **ABSTAIN:**
18
19
20
21

22 _____
John Peters, Chair
Mono County Board of Supervisors

23
24 **ATTEST:**

APPROVED AS TO FORM:

25
26
27 _____
Clerk of the Board

28 _____
County Counsel



DEPARTMENT OF FINANCE AUDITOR-CONTROLLER COUNTY OF MONO

Stephanie M. Butters
Assistant Finance Director
Auditor-Controller

Janet Dutcher, CPA, CGFM
Director of Finance

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

July 6, 2019

Board members, Colleagues, and Community Members

I am pleased to present the County of Mono \$129.8 million fiscal year (FY) 2019-2020 Recommended Budget. This budget is not presented as the County Administrative Officer's Recommended Budget as has been an historical practice for many years. Instead, this budget represents the collaborative efforts of the CAO, Finance, Department Leaders and Board members, and is simply presented as the **Recommended Budget** for the County of Mono. It has been compiled with critical input from all stakeholders involved in this year's process. To reiterate and reinforce words previously spoken by an Executive Leader of this County, this budget process reminds us of the "extraordinarily competent team of people who consistently strive to create the best Mono County imaginable." I extend my humble appreciation and thanks to everyone.

A few reminders about fiscal resiliency

The County Board of Supervisors set fiscal resiliency as a strategic focus area and priority, and the County's Leadership team has embraced the challenge of implementing this part of the vision. Adopting a structurally balanced budget is an important step towards achieving this goal. As acknowledged last year, this takes time, and above all else, takes a commitment to stay disciplined. It takes discipline to make tough decisions, such as choosing between two seemingly equally important initiatives. Over the course of the last six months as we traveled the budget process road, we have all found ourselves facing circumstances like this.

Remember, resilience means having a fiscal foundation strong enough for the County to spring back, adapt and grow when the next recession hits. That means there are two important behaviors that show others we are striving to be fiscally resilient. They are:

1. Living within our means (also known as structurally balanced), and
2. Setting aside reserves.

The following quote is a common reminder about fiscal resilience and reminds us the journey towards fiscal resilience is much more than just numbers on countless pages of budget schedules:

*"Financial resilience is a set of organizational behaviors that can, upon repetition and practice, establish a habitual pathway towards excellence in local government."*¹

¹ Joseph P. Case, County Administrator, Chesterfield County, Virginia.

While this year's General Fund (GF) recommended budget is not structurally balanced, it is presented at our chosen "target level", set by the Board of Supervisors, at a deficit of \$3 million, which is a 51.3% reduction over the FY 2018-2019 amended budget deficit and a reduction of 27% from the initial budgets requested by Department Leaders and discussed further at this year's budget workshop. When you consider all that this Recommended Budget is designed to achieve (see list below), a GF budget deficit of \$3 million is an impressive achievement towards the strategic goal of fiscal resilience.

What this Recommended Budget includes

If it is included in the budget, then it gets done. If it is not included in the budget, then it does not get done.

The Recommended Budget is balanced, as required by law, using \$3 million of carryover for the GF, and \$25 million of carryover from non-general funds (of which \$19 million is the carryover of unspent bond proceeds for the Civic Center project).

While the following list is not all inclusive, this Recommended Budget includes sufficient resources to achieve the following:

- Provide core services including public safety, public health, community safety net services, road and infrastructure repairs and improvements, community and economic development services, and governance and administration.
- Budget forecasts for revenues and workforce expenditures at maximum precision possible currently. Budgeting with precision lessens the gap between budgets and actual results and likely reduces the amount of carryover available for funding future budget deficits.
- Contributes \$50,000 towards the Mono County/Town of Mammoth Lakes shared Recreation, and \$30,000 towards trails related enhancements.
- Utilizes State and Federal Construction funds from Senate Bill #1 and other road improvement funds totaling almost \$3.7 million to execute the 5-year Road Capital Improvement Plan. Some of this next year's projects include:
 - Eastside Lane Rehabilitation
 - Rock Creek Road and Convict Lake Road Fog Seal & Stripe
 - Long Valley Streets rehabilitation
 - Twin Lakes Road Maintenance
 - Bridge Maintenance Program
 - Bridgeport Courthouse Parking
 - County Road Standards Update
- Includes appropriations for on-going Capital Improvement Projects (CIP) in process at the end of FY 2018-19, and funded using existing carryover in the CIP fund.
- Adds another \$200,000 to the affordable housing reserve, first established in FY 2018-19, bringing the reserve balance to a total of \$400,000.
- Adds \$364,470 to the County's general reserve, bringing the reserve balance to a total of \$3,116,000.

- Adds \$343,000 to the County’s economic stabilization reserve, bring the reserve balance to a total of \$3,199,000.
- Contributes \$1,000,000 additional monies for deposit into our Other Postemployment Benefits trust, to pay for future expenditures of this program.
- Provide nearly \$319,000 to continue improvements and ongoing maintenance to the County emergency radio system that is used by law enforcement, fire departments, and emergency medical responders.
- Dedicates \$65,000 of discretionary monies towards moving South County departments into the new Civic Center, anticipated to be completed and ready for move-in at the end of March 2020.
- Funds California Air Resources Board (CARB) replacement on a pay as you go approach by contributing \$730,600 into the County’s motor pool to finance this year’s scheduled replacements.
- Implements a six-month plan for filling all General Fund position vacancies and achieves maximum budgetary savings. Human Resources, CAO, Finance, and Department Leaders are reminded to remain cognizant during implementation to continue controlling workforce expenditures as anticipated in this Recommended Budget.
- Salaries for the County’s workforce include current and anticipated cost of living increases, step increases and some possible promotions.
- Promotes two public safety officers into existing and now funded deputy sheriff positions, including the cost of County funded law enforcement academy, beginning January 1, 2020.
- Continues the pilot expansion of emergency medical services in the Tri-Valley area at an annual cost of \$252,000, less an anticipated roll-over of FY 2018-2019 unspent funding of \$25,000.
- Includes \$20,000 to engage a consultant about preliminary exploration of a Business Improvement District in the unincorporated area of the County.
- Continues the FY 2018-19 level of funding subsidies for local fire departments and small special districts, fish stocking, and local community support programs, and continues the air subsidy for the Mammoth Yosemite airport at the FY 2017-18 level.
- Contributes \$150,000 to Mono County First Five, to expand their home visiting program.
- Provides funding for Senior services at the current level.
- Provides emergency medical services (paramedics) at the current level.

While the above programs are worth highlighting, this budget provides for the delivery of many additional, ongoing services and programs that enhance the quality of life for our citizens and guests. In the Recommended Budget book, you will find spending plans for each County Department, organized alphabetically. I encourage readers to review the narrative, organization charts, and tactical plans each Department has provided to assist readers about what each of them plan to accomplish this next year. This information begins on page 15 of the Recommended Budget book.

What this Recommended Budget does not include

County budgets require give and take and there is never enough money to go around. With the strategic priority of fiscal resiliency, any additional, even critical, expenditures that enhance

County fiscal health, fulfill mandates or satisfy stakeholder funding requests need to be postponed until excess carryover is identified, unanticipated revenues are realized, or expenditure contingencies are reasonably anticipated to not be needed to close out the spending plan of our core programs for the year.

To highlight a few items, while still noteworthy, for which this Recommended Budget did not include:

- Additional contributions to GF contingency reserves that include the general reserve, economic stabilization, and unassigned carryover balance.
- Funding for future investment beyond a pay as you go approach in the County’s CARB compliant equipment replacement program.
- Fund new Capital Improvement Projects.
- Resources to subsidize an affordable housing plan, beyond the accumulated balance of \$400,000.
- Unfreezing of two public safety officer positions, as requested by the County Sheriff.
- A late request from the Mammoth Lakes Fire Safe Council to provide resources towards their approximately \$100,000 budget shortfall on a \$1,000,000 Sierra Nevada Conservancy grant they received to implement the Lakes Basin Hazardous Fuels Reduction project. Look for this request from the Fire Safe Council in the Board of Supervisor’s agenda packet for the budget hearing scheduled for Tuesday, June 16, 2019.
- Does not address setting aside additional resources to pay down the County’s unfunded pension liability of approximately \$51.8 million.
- Greater precision and examination of GF Department’s budgeted services and supplies, for contributing towards reducing the GF deficit below this year’s \$3 million target.

Recommended Budget Snapshot

Below is a snapshot of the Recommended Budget. Please see pages 9 through 14 for additional details. The data below shows that available resources fall short, yet our team of dedicated staff and County leaders continue to advance our County mission, *“To support all our communities by providing superior services while protecting our unique rural environment.”*

<i>FUND TYPE</i>	<i>REVENUES</i>	<i>APPROPRIATIONS</i>	<i>FUND BALANCE SURPLUS (USED)</i>
General Fund	\$37,287,430	\$40,287,430	\$(3,000,000)
Reserves	907,470	--	907,470
Special Revenue	28,189,906	33,818,173	(5,628,267)
Capital Projects	26,630,000	46,889,477	(20,259,477)
Debt Service	153,367	153,367	--
Enterprise Activities	3,385,563	3,817,455	(431,892)
Internal Service Fund Activities	5,000,826	4,835,972	164,854
Total Recommended	\$101,554,562	\$129,801,874	\$(28,247,312)

To learn more about the budget, please visit our website at <https://www.monocounty.ca.gov/auditor/page/2019-2020-recommended-budget-portal>. If you have any questions, please contact me at jdutcher@mono.ca.gov.

Respectfully Submitted,



Janet Dutcher, CPA, CGFM
Finance Director
County of Mono

Mono County
2019-20 Budget Overview

	Total	General Fund	Reserve Funds	Special Revenue Funds	Capital Project Funds	Debt Service Funds	Enterprise Funds	Internal Service Funds
REVENUES:								
Property Taxes	20,296,920	20,083,300	-	213,620	-	-	-	-
Transient Occupancy Taxes	3,608,510	3,308,800	-	299,710	-	-	-	-
Sales & Use Taxes	690,400	690,400	-	-	-	-	-	-
Other Taxes	1,907,100	1,907,100	-	-	-	-	-	-
Licenses, Permits & Franchises	717,322	312,400	-	303,922	-	-	101,000	-
Fines, Forfeitures & Penalties	903,209	830,209	-	73,000	-	-	-	-
Interest & Rents	450,291	291,092	-	103,724	-	-	47,075	8,400
Intergovernmental	51,120,096	4,429,401	-	21,650,695	25,000,000	-	40,000	-
Fees for Services	12,280,790	4,541,394	-	1,090,770	-	-	2,445,000	4,203,626
Other Revenues	1,839,747	14,500	-	313,680	1,250,000	153,367	50,000	58,200
Total Revenues	93,814,385	36,408,596	-	24,049,121	26,250,000	153,367	2,683,075	4,270,226
EXPENDITURES:								
Salaries & Benefits	38,569,043	26,044,739	-	11,009,799	-	-	940,722	573,783
Services & Supplies	24,081,311	10,412,808	-	9,000,286	361,000	755	1,595,373	2,711,089
Support of Others	1,480,028	494,811	-	985,217	-	-	-	-
Other Expenses	602,078	399,549	-	202,529	-	-	-	-
Debt Service	1,661,885	47,938	-	-	939,975	152,612	521,360	-
Capital Outlay	55,667,352	176,903	-	8,470,847	45,388,502	-	80,000	1,551,100
Total Expenditures	122,061,697	37,576,748	-	29,668,678	46,689,477	153,367	3,137,455	4,835,972
Transfers In	7,740,177	878,834	907,470	4,140,785	380,000	-	702,488	730,600
Transfers Out	(7,740,177)	(2,710,682)		(4,149,495)	(200,000)	-	(680,000)	-
BUDGET SURPLUS (DEFICIT)	(28,247,312)	(3,000,000)	907,470	(5,628,267)	(20,259,477)	-	(431,892)	164,854

BUDGET SUMMARY

	<u>2017-18 Actual</u>	<u>2018-19 YTD</u>	<u>2018-19 Amended</u>	<u>2019-20 Recommended</u>
<u>Operations</u>				
Governance and Administration	\$ 9,604,155	\$ 9,631,785	\$ 11,451,691	\$ 10,914,752
Public Safety Programs	22,103,659	15,143,037	17,676,687	17,423,383
Social Services Programs	6,034,833	5,686,998	7,408,744	8,408,170
Public Health Services	2,865,210	3,085,747	3,648,004	3,484,068
Behavioral Health Services	2,714,639	2,934,335	6,799,230	6,378,333
Paramedic Program	4,157,790	4,255,595	4,212,798	4,391,513
Roads and Bridges	4,126,159	5,028,790	8,529,920	9,779,542
County Service Areas	729,349	133,355	581,951	688,794
Property Management and Facilities	3,600,618	3,659,568	4,248,689	3,964,316
Community Development	2,768,950	2,249,343	3,779,053	3,569,048
Economic Development & Tourism	1,007,489	973,554	1,207,347	1,180,470
<i>Subtotal</i>	<u>59,712,851</u>	<u>52,782,107</u>	<u>69,544,114</u>	<u>70,182,389</u>
<u>Enterprise/Internal Service Funds</u>				
Airports	404,695	90,899	106,912	41,876
Campgrounds	35,238	24,585	44,733	44,900
Cemeteries	15,899	14,397	22,155	26,163
Solid Waste	3,488,561	2,347,383	4,197,296	3,704,518
Motor Pool	719,581	1,554,833	2,174,639	2,171,197
Risk Management	2,229,182	2,036,280	2,427,286	2,159,347
Tech Refresh	163,146	362,671	322,723	381,746
Copiers	91,147	68,690	137,621	123,682
<i>Subtotal</i>	<u>7,147,449</u>	<u>6,499,738</u>	<u>9,433,365</u>	<u>8,653,429</u>
<u>Debt Service</u>				
Debt Service Fund	<u>696,503</u>	<u>69,110</u>	<u>147,977</u>	<u>153,367</u>
Total Operating Budget	67,556,803	59,350,955	79,125,456	78,989,185
<u>Capital Improvement Program</u>				
Capital Improvement Projects	918,110	79,316	241,959	218,500
Accumulated Capital Outlay for Radio Towers	130,000	139,791	201,000	150,000
Criminal Justice Facility (SB 844)	19,557	5,526	26,910,691	26,909,863
Civic Center Project	87,125	2,552,829	22,724,497	19,611,114
Disaster Recovery	967,781	58,530	57,555	364,470
<i>Subtotal</i>	<u>2,122,573</u>	<u>2,835,992</u>	<u>50,135,702</u>	<u>47,253,947</u>
Contributions and Transfers	3,537,097	3,614,007	4,309,308	3,159,193
Contingency	-	-	595,137	399,549
TOTAL COUNTY BUDGET	\$ 73,216,473	\$ 65,800,954	\$ 134,165,603	\$ 129,801,874

Date: 6/25/2019

To: Mono County Board of Supervisors

From: Mammoth Lakes Fire Safe Council, Dave Easterby

Subject: Request for funds to complete fuels reduction work in the Lakes Basin

Background

The Mammoth Lakes Fire Safe Council (MLFSC) is local non-profit organization working to educate and facilitate the Mammoth Lakes Community to reduce wildfire risks and to maintain a fire safe environment. This communication is being sent on behalf of the MLFSC.

Over the past decade, wildfires in California are increasingly consuming more acres and burning at higher intensities. An analysis conducted by the Inyo National Forest in 2018 concluded that a high intensity fire is likely in the Lakes Basin under the right weather conditions. In response, the MLFSC, Mammoth Lakes Fire Protection District, Mammoth Community Water District, and Inyo National Forest collaborated to complete the environmental documents and develop a scope of work to apply for a Sierra Nevada Conservancy (SNC) grant in 2018 to implement fuels reduction work in the Lakes Basin.

In March of 2019, MLFSC received an SNC grant award for \$1,000,000 to implement the Lakes Basin Hazardous Fuels Reduction Project. A brief summary of the project follows.

Project Description: A variety of fuels reduction treatments on 630 acres located in the Mammoth Lakes Basin on the Inyo National Forest (INF).

Project Location: See attached map

Timeline: Project will start Tuesday, September 3, 2019. The goal is to complete the project in one field season. If work is not complete before Thanksgiving or significant snowfall, whichever comes first, work will start again Tuesday, September 8, 2020. Work in the Lakes Basin is limited to after Labor Day to reduce impacts for recreational users.

Cost: The completion of fuels reduction in all identified areas is higher than the grant award. The contract estimate is approximately \$1,100,000 dollars, with the exact amount to be determined after the INF completes an assessment of the quantity of trees that are merchantable (currently snow is limiting access).

Agency Contributions:

MCWD:	\$30,000 in-kind contribution through grant administrations
INF:	\$75,220 in-kind contribution for project planning and approval
MLFPD:	\$30,000 in-kind contribution project planning

Successful implementation and completion of this project will provide valuable multi-level protection for our community. Fuels reduction work will also improve forest health and reduce the likelihood of tree mortality from pests, pathogens, and drought which will preserve the natural beauty of the area.

Request

The project is approximately \$100,000 short of total project costs. The MLFSC is seeking funds from Mono County, the Town of Mammoth Lakes Los Angeles Department of Water and Power and Southern California Edison to ensure the entire project can be completed. Any funds not used for the Lakes Basin Hazardous Fuels Reduction Project will be returned to the contributor.

I am available, if requested, to answer any questions regarding the project and request for funds.

If interested in making, a contribution, please contact me. Thank you for your time and consideration of the merits of this important community safety project.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 16, 2019

Departments: Community Development - Planning

TIME REQUIRED 20 minutes

PERSONS APPEARING BEFORE THE BOARD Kelly Karl

SUBJECT Cannabis Operation Permit 18-003 -
BASK Ventures, Inc.

AGENDA DESCRIPTION:

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

Consider approval of Cannabis Operation Permit 18-003 (BASK Ventures, Inc.), an adult-use commercial cannabis cultivation operation located at 474 Industrial Circle, APN 037-260-004. The property will contain one 21,858-square foot indoor facility designed for 18,067 square feet of warehouse space for cannabis cultivation, 10,000 square feet of which will consist of flowering canopy and the remaining 8,067 square feet will consist of vegetative, drying, processing/trimming, and storage/vault rooms, and an additional 3,791 square feet will be provided for general office use.

RECOMMENDED ACTION:

Find that the project qualifies as a CEQA Exemption pursuant to CEQA Guideline 15183 and file a Notice of Exemption. Make the findings contained in the staff report and approve Cannabis Operation Permit 18-003 subject to the conditions as recommended or with desired modifications.

FISCAL IMPACT:

The proposed project will generate an incremental increase in cannabis taxes.

CONTACT NAME: Kelly Karl

PHONE/EMAIL: 7609241809 / kkarl@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[staff report](#)

[A. CEQA 15183 Analysis](#)

[B. Use Permit staff report](#)

History**Time**

7/12/2019 9:47 AM

7/12/2019 9:47 AM

7/12/2019 9:47 AM

Who

County Administrative Office

County Counsel

Finance

Approval

Yes

Yes

Yes

Mono County Community Development Department

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

Planning Division

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

Date: July 16, 2019

To: **Honorable Mono County Board of Supervisors**

From: Kelly Karl, Assistant Planner

Re: **Cannabis Operation Permit 18-003/BASK Ventures, Inc.**

RECOMMENDATION

1. Find that the project qualifies as an exemption under CEQA guideline 15183 and file a Notice of Exemption.
2. Make the findings contained in the staff report; approve Cannabis Operation Permit 18-003 (subject to the conditions) as recommended or with desired modifications.

FISCAL IMPACT

The proposed project will generate an incremental increase in cannabis taxes.

BACKGROUND

In November 2016, California voters approved the Adult Use of Marijuana Act (Proposition 64) to legalize adult use of marijuana (in addition to medical uses that were legalized in 1996). Every precinct in Mono County passed Proposition 64 with margins over the 50% majority from 1.4% in the Bridgeport area to approximately 30% in the Mono Basin, June Lake, and Wheeler Crest areas. The state's legalization of adult use marijuana presented local jurisdictions such as Mono County with several choices for regulating the new industry: 1) ban cannabis activities in whole or part; 2) adopt local regulations for cannabis activities; or 3) remain silent and defer to state laws and regulations.

Mono County conducted a community-based planning effort for feedback on the most appropriate regulatory approach and, ultimately, to develop policies and regulations for legalized cannabis activities. In 2017, the following 12 Regional Planning Advisory Committee (RPAC) meetings and outreach sessions were conducted: two in Antelope Valley, three in Bridgeport, one in June Lake, two in the Mono Basin, two in Long Valley, and two in Tri-Valley. Three workshops were held with the Planning Commission, and feedback from the Commission and RPACs were incorporated into the development of the policies. Concurrently, the Cannabis Joint Committee, which is comprised of 10 County departments/divisions, reviewed the policies and public feedback, and provided additional input that was incorporated as policies were developed.

At a formally noticed public hearing in October 2017, the Commission recommended General Plan policies pertaining to cannabis activities for adoption by the Board. The Board of Supervisors held five workshops throughout 2017, including one with the Town of Mammoth Lakes and one specific to cannabis taxation, to consider the public feedback received through RPAC, Planning Commission, and Joint Committee discussions, and provide direction to staff. In December 2017, the Board held a public hearing adopting the General Plan policies recommended by the Planning Commission.

Following the adoption of guiding policies, specific regulations for both the General Plan and Mono County Code were developed through another community-based planning effort. The RPACs again held a total of 12 meetings where cannabis regulations were discussed: two in Antelope Valley, three in Bridgeport, two in the Mono Basin, one in June Lake, two in Long Valley, and two in the Tri-Valley. The Planning Commission also again held three workshops to both incorporate RPAC feedback into the regulations and provide additional input and direction to staff, and the staff-level Cannabis Joint Committee provided additional feedback.

The Planning Commission made a recommendation to the Board to adopt new regulations in March 2018. Prior to considering the recommendation, the Board of Supervisors heard two minor updates and held four discussions on cannabis taxation, in addition to three workshops on cannabis regulations where specific policy issues were considered. The Board adopted the new General Plan and Mono County Code regulations at a formal public hearing on April 17, 2018.

In addition to the structured public engagement process above, the public is always welcome to directly contact Community Development Department staff and Mono County Supervisors via phone or email, or to schedule an in-person meeting to share comments, concerns, and input. Attendance at public meetings and speaking in public is not necessary in order to provide feedback.

The adopted General Plan and County Code chapters established two permits for local cannabis businesses: a Conditional Use Permit for the property's land use entitlement, and a subsequent Cannabis Operation Permit for the business. While the Conditional Use Permit runs with the land, the Operation Permit is unique to the business and expires annually. A separate Cannabis Operation Permit is required for each type of cannabis activity carried out on or at the premises regardless of ownership.

ENVIRONMENTAL REVIEW

The County contracted with Panorama Environmental, Inc. to conduct a 15183 analysis (Attachment A). CEQA mandates that projects which are consistent with the development density established by existing zoning, community plan, or general plan policies for which an Environmental Impact Report (EIR) was certified shall not require additional environmental review, except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site. The 15183 analysis found no significant impacts peculiar to cannabis cultivation or beyond the scope of mitigation measures stated in the Mono County General Plan EIR and the Sierra Business Park Specific Plan & EIR. The 15183 analysis specifically reviewed potential impacts related to land use, housing, soils, water, air quality/odors, transportation, biological resources, energy resources, hazards, noise, and utilities.

Ultimately, the review determined:

1. The construction and operation of the project would not result in significant impacts to habitat of fish or wildlife species or threaten to eliminate a plant or animal community. There are no important examples of major Californian prehistoric or historic periods in the project site. The project would not eliminate important examples of the major periods of California history or prehistory.
2. Development of the SBP was previously analyzed in the SBP EIR and any future development within the SBP would be conducted consistent with the conditions of the SBP EIR; therefore, development within the SBP is not considered a cumulative impact. No cumulatively considerable impacts would occur.

3. Mono County General Plan policies and regulations include countywide policies to guide the operations of commercial cannabis. The countywide commercial cannabis policies include designated land uses for commercial cannabis activities; avoidance, reduction, and prevention of potential issues specific to commercial cannabis activities that may adversely affect communities; encouragement of responsible establishment and operation of commercial cannabis activities; and working toward consistent and compatible regulations and efficient oversight of cannabis activities with other responsible entities. The project would be located within a land use designation that allows for cannabis activities. The project applicant has developed a Cultivation Operation Plan that addresses odor, sanitation, waste disposal, and workspace safety issues specific to commercial cannabis activities. The design of the project is consistent with countywide policies, standards and SBP design guidelines to ensure there would be no substantial adverse effects. The project would not substantially degrade the quality of the environment, impact plant or animal communities, or impact historic or prehistoric resources. The project would not result in cumulatively considerable impacts on the environment and would not result in significant impacts.

DISCUSSION

The subject application, Cannabis Operation Permit 18-003/Bask Ventures, Inc., is for an adult-use cannabis cultivation operation located at 474 Industrial Circle in the Sierra Business Park, APN # 037-260-004. The property will contain one 21,858-square foot indoor facility designed for 18,067 square feet of warehouse space for cannabis cultivation, 10,000 square feet of which will consist of flowering canopy and the remaining 8,067 square feet will consist of vegetative, drying, processing/trimming, and storage/vault rooms, and an additional 3,791 square feet will be provided for general office use (see Figure 1 for site plan, and Figures 2 & 3 for floor plans).

A Conditional Use Permit for the project was approved at the June 20, 2019 Planning Commission meeting, thereby satisfying MCC 5.60.040(C). The Commission found that the project was consistent with the requirements of Chapter 13 of the General Plan, including the project's location, site, odor mitigation, signage, visual screening, lighting, parking, and noise generation (Attachment B).

The applicant, Mr. Brian Herman, does not currently operate any other commercial cannabis businesses. Mr. Herman has an MBA in Business Administration and has worked in the petrochemical sector for nine years, successfully managing operations, billing and profitability of 30 sites with over three million dollars in weekly billing. Though not currently a resident of Mono County, Mr. Herman has been visiting the Mammoth Lakes area since childhood. Mr. Herman is one of four founding members of BASK Ventures, Inc. (BVI), a California corporation founded in 2018. The other founding members of BVI are Mr. Ames Reesa, Mr. Kyle Paben, and Mr. Steven Kent.

Evidence has been provided showing the property is owned by Green Team Holdings, LLC (GTH) a land holding company that will be responsible for construction and necessary improvement work for the tenant's specific use. BVI has a lease agreement in place with GTH for the specific use. BVI is a cannabis operating company and a tenant of GTH.

The property has a land use designation of Specific Plan, and cannabis cultivation is permitted subject to a Use Permit under the General Plan and Operation Permit under MCC Ch. 5.60. The project proposes one new indoor cannabis cultivation structure on a currently undeveloped parcel in the Sierra Business Park. The site plan provides sufficient paved parking for the maximum number of employees (15), adequate area for loading and unloading, and meets snow storage requirements.

MCC 5.60.070 lists the application requirements for obtaining a Cannabis Operation Permit. The applicant has provided all required materials for this application to be processed. Internal staff routing has verified completeness and acceptance of the application. The following departments have also provided review of the project and have deemed it acceptable: Inyo Mono Agriculture Commissioner; Environmental Health; Public Health; Solid Waste; Sheriff's Office; and Community Development.

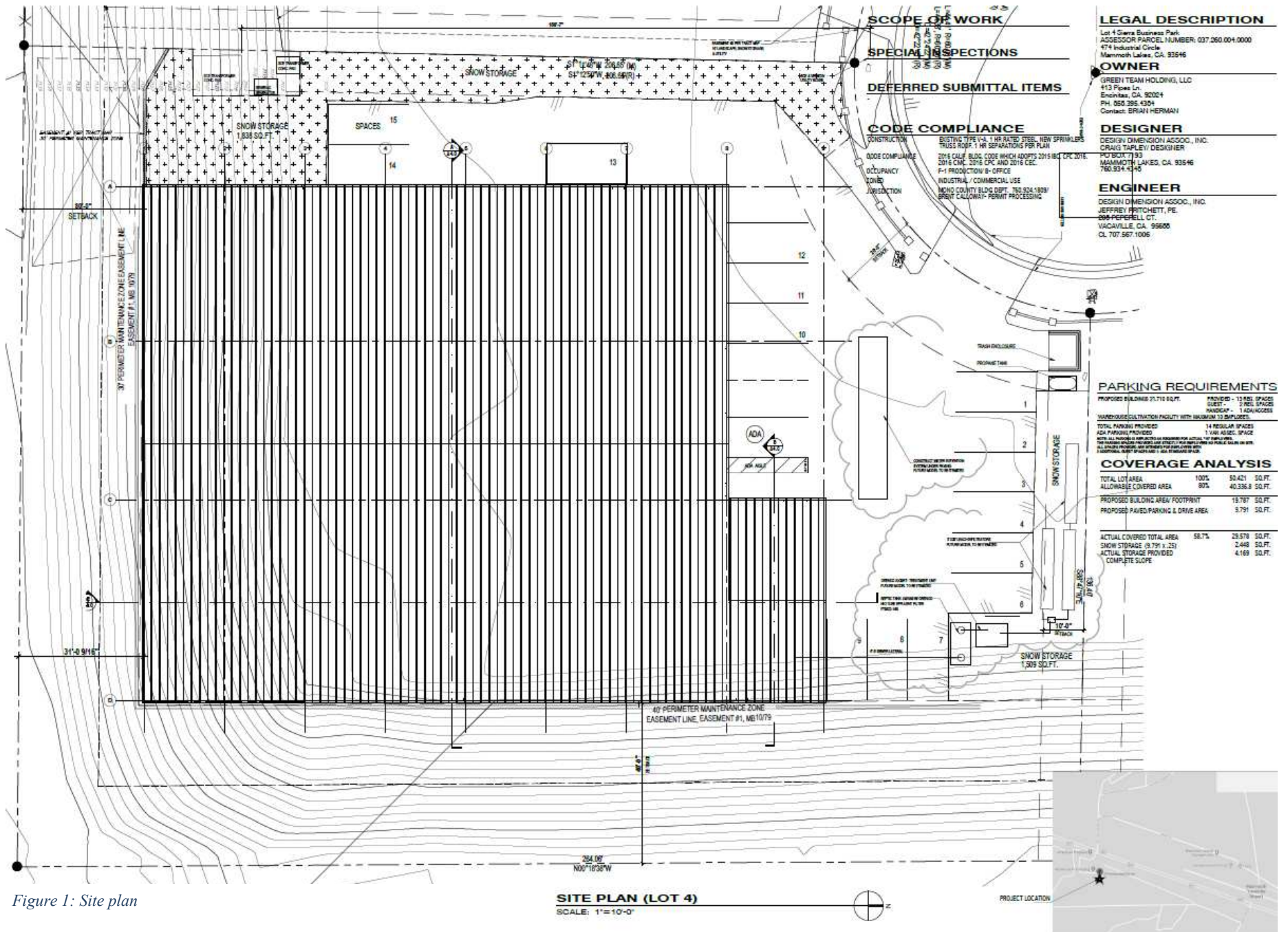
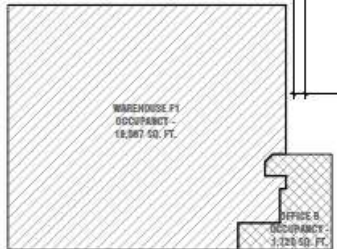
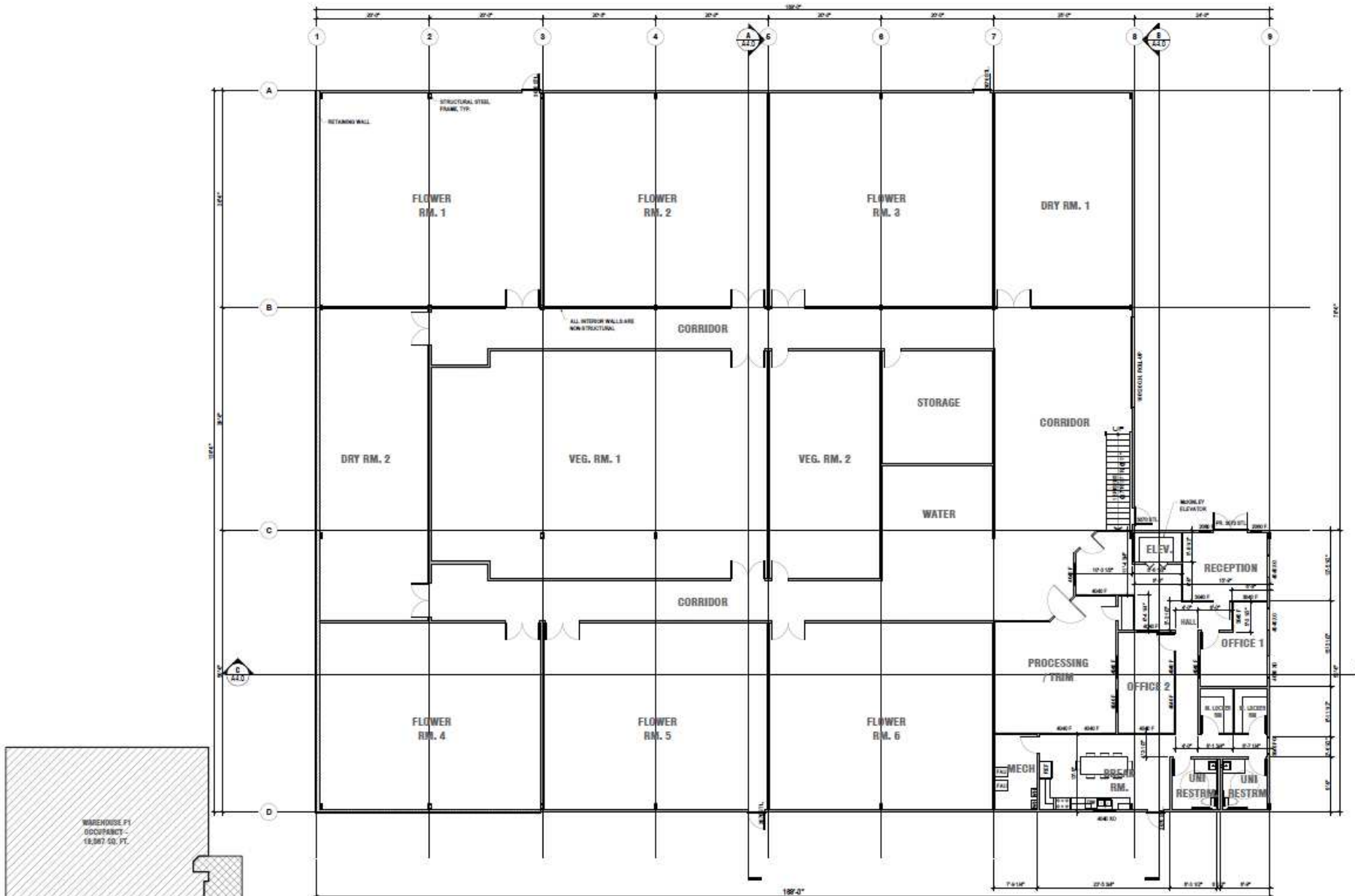


Figure 1: Site plan



WALL LEGEND

	PROPOSED FRAME WALLS
	PROPOSED RETAINING WALLS

**PROPOSED GROUND FLOOR PLAN
SCHEME 3**
SCALE 1/8" = 1'-0"

Area Cals

WAREHOUSE (F1):	==	18,067 SQ. FT.
OFFICES (B):	==	1,720 SQ. FT.
GROUND FLOOR CONDITIONED AREA:	==	19,787 SQ. FT.

Figure 2: Ground floor plan

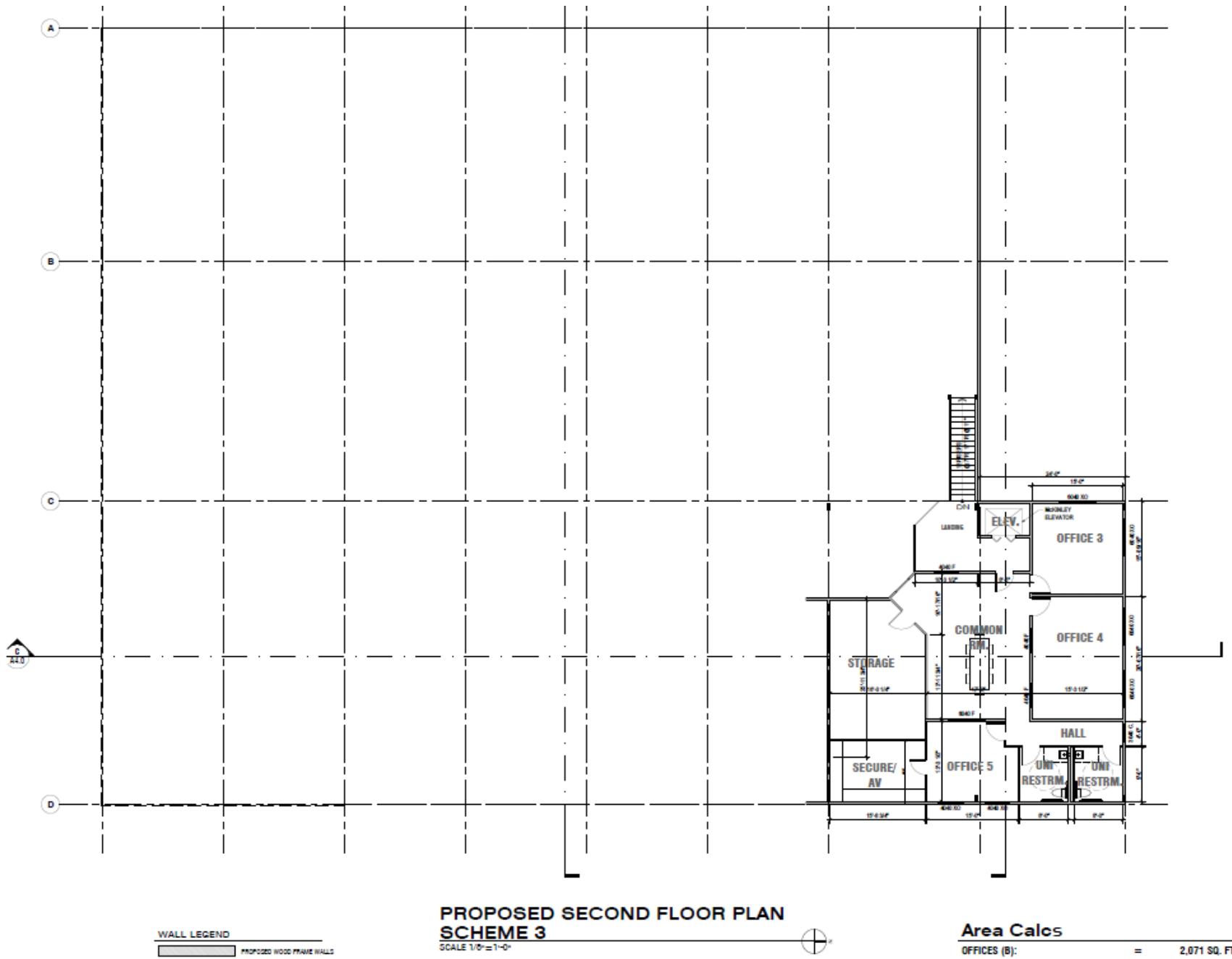


Figure 3: Second floor plan

Operating plan – MCC 5.60.070(B)(13)

The applicant is required to submit an operating plan detailing proposed activity, products, processes, inventory procedures, employee training, hours of operation, and quality control procedures.

- The proposed indoor cultivation facility will be a total 21,858 square feet, contain individual light-sealed, climate-controlled rooms based on the lifecycle of cannabis and will include vegetative, flower, drying, processing/trimming, and storage/vault rooms. The exact square footage and layout of these rooms will vary; however, flowering canopy will not exceed a maximum of 10,000 square feet.
 - Indoor cannabis cultivation activities will include drying and curing cannabis, trimming and preparing cannabis for wholesale, packaging and labeling cannabis products.
 - Per MCC 5.60.130.B, the indoor cultivation facility will be equipped with odor-control filtration and ventilation system(s) which will be used to control odors, humidity and mold in compliance with BVI's Odor Management Plan approved under the use permit (Attachment B). Indoor cultivation allows for greater control over the varying levels of odor emitted during the lifecycle of cannabis (e.g., propagation, vegetative, flowering, harvest, drying, packaging, and storage). BVI has created an Odor Management Plan that combines facility design with standard operating procedures (SOPs) that vary based on developmental stage. Two primary odor-mitigation devices will be used in the indoor cultivation facility to reduce and eliminate odor: 1) commercial Photohydroionization (PHI) units designed to eliminate 99.99% of all odors; and 2) activated carbon filters. The nearest sensitive receptor are two caretaker's units at the concrete batch plant, however odor from the indoor cannabis cultivation facility utilizing the mitigation measures described in the Odor Management Plan should not be more obnoxious than the other industrial uses on parcels in the SBP.
- The products of this project are limited to adult-use cannabis flower and plant material. No manufacturing will take place.
- Process and procedure:
 - Plants will be grown in combination of Rockwool cubes or pots and transferred to individual rooms within the cultivation facility based on their developmental phase, including vegetative, flower, drying, processing/trimming, and storage/vault rooms.
 - Growing medium will be tailored to the requirements of each phase of development and will utilize Rockwool cubes or pots filled with hydroponic mix of CANNA COCO (ground up coconut husks), and Perlite (volcanic glass derivative used for aeration and improvement of water drainage), with the specific ratio adjusted depending on seasonality or the use of ProMix® hydroponic mixes in combination with Perlite.
 - All inputs will be controlled in each room and tailored to the needs of that developmental phase or strain, including optimal temperature, humidity, carbon dioxide level, light, water, nutrients, plant protectants, and air flow/exchange.
 - As plants increase in size they will be visually inspected and actively scouted for mold, mildew, pests, rot, or grey/black plant matter that is greater than the acceptable level.
 - Water, plant protectants, and fertilizer will be delivered to plants by either manually mixing nutrients and water while using a hose or small water pump in each room to distribute feedings via hydroponic drip system or using an automated system similar to a Dostaron system to deliver water, nutrients, and plant protectants.
- Processing of the plants (trimming) will occur within the processing/trim room before being moved into a secured storage area until sold and transported by State permitted manufacturers and distributors.

- Operation hours will generally be between 8 am and 5 pm, 7 days a week. The operation will not be open to the public.
- Quality control procedures:
 - Through proper plant handling, contamination prevention, pest management, environmental controls and staff training, BVI will create a proactive approach to quality control and reduce the potential for pest outbreaks or crop loss. Quality control (QC) protocols will be reinforced through reoccurring and randomly performed QC checks throughout the facility. Every team member will be trained on their unique QC responsibilities and will be expected to uphold BVI's strict QC standards in every aspect of their position.
 - Plants will be reviewed for quality throughout their lifecycle. The Cultivation Team will perform quality control checks as they are cloning, topping, pruning, repotting, feeding, scouting and generally working with the plants. The Harvest Team will perform visual quality control checks as they remove waste stems and leaves from harvested plants. As the harvest is dried and cured, final quality control checks are performed by the team and the Quality Assurance Manager (QAM). Should an issue be detected post-harvest, the potentially contaminated product will be physically segregated and designated in the California Cannabis Track and Trace (CCTT) system as being on hold. The QAM will decide if the contamination is clear and present, what the contamination is, and if the product requires destruction. The cultivation team will inspect the specific room the plant was harvested from and determine if any other plants in that room are contaminated. If so, the room will be quarantined and sanitized, contaminated items will be destroyed in accordance with the BVI Waste Disposal Management Standard Operating Procedures.
 - After the QAM determines a batch has passed all internal quality control checks, batch samples will be transported by contracted licensed professional distributor services to a licensed testing laboratory. Laboratory testing information will confirm the product safety, cannabinoid profile, terpene profiles and any additional State-required testing results.
- The 24-hour emergency contact and community relations contact listed is Mr. Brian Herman; telephone number 858-395-4384, and email address btherm85@gmail.com.
- All plant protectants will be stored in a secured room with limited access in the cultivation facility that meets security requirements outlined in BVI's Security Plan.
- Age Verification: No persons under the age of 21 will be allowed to enter the premise.

Inventory Control

The operation will use the METRC system, the state selected California Cannabis Track and Trace (CCTT) system, as the primary method of inventory tracking. The CCTT system will provide real-time tracking and accountability for all plants in the facility from seeds or clones, through each stage of plant lifecycle, to post-harvest preparation including trimming, drying, curing, batching and packaging. Accountability within the system will include transaction level data that records every employee interaction with plants and packaged products. This includes plant movement within the facility, nutrient feeding, pesticide applications, cultivation notes and testing results. Every action will appear on the plant history detail record with associated time/date, user credentials, actions performed and the status change details.

BVI will have a dedicated Inventory Control Manager (ICM) to manage and coordinate efforts for tracking and compliance. The ICM will complete the METRC system training and will stay up to

date on new or updated inventory regulations as they become available and will coordinate system training to ensure that the personnel are properly trained, compliant, and using the software correctly. All plants will have a unique identifier (UID) issued by the state which will remain assigned to the plant until harvest, automatically associating any input within the system regarding plant interaction and movement to that unique barcode. Per state requirements, the applicant is required to maintain a sufficient supply of UIDs in inventory to support tagging in accordance with state regulation.

When plants are ready for harvest, the harvest data of every plant is entered into the CCTT system until all plants of that strain are harvested into a batch. Once the batch has been properly cured and passes all internal quality control checks, the QAM will contact the licensed testing laboratory and arrange transport of samples of each harvest batch for required testing via contracted licensed professional distributor services. The QAM will record the batch number for each sample taken, along with the date, time, and name/employee ID of the employee who collected the samples. Laboratory testing will confirm the product safety, cannabinoid profile, terpene profiles, and any additional State-required testing results. BVI will store packaged harvest batches at the facility in secure, limited access storage areas that meet applicable security requirements under quarantine until the completion of required laboratory testing. Storage rooms will be subject to BVI's two-person rule, requiring dual access to enter and as such no one person will enter or be left alone in these rooms for any reason. Access to secure storage areas will be limited to select authorized employees of BVI. No cannabis will be sold by BVI prior to receiving testing results. The QAM will review test results upon receipt to determine if the batch meets BVI's strict QC standards and will then release the tested cannabis for packaging upon approval. When a shipment is ready, the ICM will contact a registered, licensed distributor for pickup.

In addition to ongoing inventory tracking in the CCTT system, BVI will implement inventory controls and procedures necessary to conduct regular and random inventory reviews and comprehensive inventory audits at the facility. Inventory audits will include daily package audits, comprehensive audits on a monthly and weekly basis, and an annual complete review of inventory discrepancies. The ICM must conduct an abbreviated physical package inventory audit as part of their daily job responsibilities, during which each package barcode will be scanned to compile a list of current inventories and then compared against the inventory in CCTT system. On a weekly and monthly basis, the ICM will lead a complete inventory audit of the entire facility and compare it to the CCTT system. Product and plant UID barcodes will be scanned to take counts and weights recorded from properly calibrated digital scales. Upon completion, Bask Ventures, Inc. will review the results and determine if further action is required. When the monthly inventory audit has been completed, the management team will compile a report for reconciliation. This report will include, at minimum, the name, job title, and employee ID number of each employee involved in the inventory audit, along with the date and time of the audit, any discrepancies, and the findings of any inventory investigations. Annually, Bask Ventures, Inc. will conduct a complete review of all inventory discrepancies and produce a comprehensive inventory report. This report will include the date of each inventory audit, the results of each audit, any further investigations or other actions and the outcome, and any other relevant information relating to the annual report.

Employees

The operation intends to hire a maximum of 15 employees. During the initial phase of operation an estimated maximum of 6-8 employees will be hired and the number of employees will increase each year in proportion to the scale of cultivation until the facility is operating at full capacity with a maximum of 15 employees. The applicant will vet all employees through a formal screening process that includes background checks and reference checks. BVI will submit a copy of a completed application for electronic fingerprint images to the Department of Justice on any prospective employee. BVI will look to recruit from the local community to fill their open positions. Two of BVI's founding members lived and worked in Mammoth Lakes for several years each and have fostered relationships and connections that will be used to recruit local talent. Candidates will not be selected if they have been convicted of an excluded felony offense, does not work pursuant to the regulations of the CDFA, or is less than 21 years of age. During times of employment, employees must wear company-issued uniforms and will display a valid ID badge. Upon termination of any employee, that employee's keys, uniform, access codes and cards will be returned. Codes and access points will be altered so as to prevent the terminated employees' access.

In addition to the state required industry training (CCTT training), BVI has created a comprehensive in-house training plan. Employees will attend new hire orientation training which will include laws and regulations, standard operating procedures, diversion prevention, facility security, inventory control and safety and emergency operating procedures. Attendance at formal training sessions including the CCTT system training presented by the ICM will be mandatory for BVI employees. Employees will be provided a copy the Employee Training Manual which will contain all company policies (such as a drug-free workplace rules and nondisclosure requirements), critical laws and regulations, SOP training curriculum, detection and prevention of diversion, facility security, safety and emergencies, and inventory control. Managers and lead cultivation agents will also attend a 2-week immersive cultivation training by BVI's hired consultant, Medicine Man Technologies, at partner facilities tailored to the requirements and tasks associated with their job classification in the proposed facility.

Detailed business plan – MCC 5.60.070(B)(14)

Use Permit 18-014 was approved on June 20, 2019 and the application for which provided a detailed analysis of the land use and relevant impacts including the project's location, site, odor mitigation, signage, visual screening, lighting, parking, and noise generation. A full copy of the Use Permit is attached (Attachment B).

The applicant is required to obtain a Business License and cannabis tax certificate before beginning operation (MCC 5.60.040(F)). The applicant has agreed to secure and provide proof of all approvals necessary to operate a commercial cannabis cultivation operation prior to beginning business including: LiveScan/background check, approval from the Lahontan Regional Water Quality Control Board (obtained March 26, 2019), and a state-issued cultivation license.

Waste management plan – MCC 5.60.070(B)(15)

The indoor cultivation facility is expected to produce several distinct types of waste including green waste, solid waste, liquid waste, and potentially hazardous waste such as cleaners or pesticides. Employees will be trained on the different waste streams and their proper disposal methods and will ensure that cannabis waste is not included with general rubbish.

Non-hazardous green waste will be collected, stored, prepared and transported in compliance with State of California requirements. Green waste includes any cannabis waste generated through cultivation that is not the primary useable byproduct of the plant, including parts of the cannabis plant that are unused (stocks, stems, dry crispy or dead leaves, topping material, pruning material, etc.); flower batches and/or trim batches whose test samples have failed; returned, out-of-date, or recalled cannabis; and any plant debris including aged and dead plants, clones that don't take root, or unused plant parts, and roots. If any cannabis plant or harvested flower at any stage within the cultivation process does not meet quality standards, is outdated, unauthorized, damaged, deteriorated, mislabeled, adulterated, recalled or whose container or package has been improperly or accidentally opened, it will not be offered for sale. The rejected cannabis will instead be destroyed or disposed of. The following procedures will be enforced by the GM:

1. Segregation. Location within facility designated for waste storage. Access will be limited to authorized personnel. Bask Ventures, Inc. will store green waste in a secured receptacle in its possession and under constant control.
2. Disposal by authorized personnel. Supervisory approval will be required on all cannabis waste and products designated for disposal. Segregated inventories will be clearly identified with a label that includes the signature of supervisory personnel and reads: "QUARANTINED PRODUCT - DO NOT USE OR SELL."
3. Render substance unusable. Clear description of waste-handling procedures including protocols for rendering the substance unusable prior to disposal. This will include mixing waste with non-consumable solid-wastes so that the resulting mixture is at least 50% non-cannabis waste.
4. Documentation of disposal in the California Cannabis Track and Trace (CCTT) system. Supervisory sign-off will include verification that waste has been properly entered.
5. Location of final disposal. Identification of solid waste site/disposal facility or if allowable, where final composted material is located.

Non-hazardous, unusable and unrecognizable cannabis will either be composted on site within the indoor cultivation facility, collected and processed by a local agency, waste hauler franchised or contracted by a local agency, or a private waste hauler permitted by a local agency, or self-hauled. BVI will keep and maintain documentation for each disposal event for at least seven years.

Solid waste consists of everyday refuse such as paper, cardboard, and other common materials; solid waste management will be handled in accordance with Bask Ventures, Inc.'s Sanitation Plan. Pursuant to 30 PRC§ 42649.2 (a), BVI as a commercial waste generator will arrange for recycling services for solid waste, consistent with state or local laws or requirements, including any local ordinance or agreement, applicable to the collection, handling, or recycling of solid waste, to the extent that these services are offered and reasonably available from a local service provider.

Liquid waste and potentially hazardous waste often go together, and include expired nutrients, additives, pesticides, or cleaners. All liquid waste will be held in a designated area and will be handled and disposed of in accordance with applicable local, state, and federal laws. BVI will follow controlled disposal procedures for potentially hazardous waste materials by contacting a contractor licensed within California for the handling and disposal of liquid and hazardous waste. The disposal of runoff, wastewater or spent hydroponic nutrient solution generated by BVI as a byproduct of cultivation will be accomplished using environmentally sound procedures consistent with BVI's State and Regional Water Resources Control Board-permitted water sourcing and waste discharge guidelines. Only wastewater from domestic uses will be discharged to the septic system. Cultivation wastewater will be collected and reclaimed by utilizing a closed-loop system that would drain all wastewater from the grow areas into a

holding tank separate from the septic system where it would be reclaimed by running it through the Reverse Osmosis system and the filtered water would be reused for cultivation operations.

Hazardous waste including liquid waste, sanitizing agents, pesticides, fertilizers, nutrients, solvents, and other chemicals used in the production of cannabis will be identified, labeled, held, stored and disposed of in a manner that ensures employee safety and protects against contamination of cannabis. Disposal will be performed in accordance with product label directions and in compliance with any applicable local, state, and federal law, rule, regulation or ordinance. Bask Ventures, Inc. will also utilize EPA guidance regarding proper waste disposal under waste codes D001, F001-F005, U129, U136, P094, and 9123. All employees involved with handling hazardous wastes will be trained in safe handling, proper accumulation and storage procedures, emergency response procedures, and spill cleanup procedures. BVI will train or require these employees to have prior sufficient education in safety techniques including the use of personal protective equipment (PPE), knowledge of potential hazards, use of spill kits, and appropriate emergency procedures. Before handling chemical wastes, employees will be completely familiar with and understand the associated SOPs for handling and disposal.

The waste management plan is in compliance with Title 3, Section 8108 and 8308 of the California Code of Regulations and has been approved by the County's Solid Waste Superintendent per Mono County Code 5.60.130.F.

Security plan – MCC 5.60.070(B)(16)

The Security Plan has been reviewed by the Mono County Sheriff's Office and has been approved. Per Mono County Code 5.60.070.B(16) the security plan is confidential. California Code of Regulations does not set forth security requirements for cannabis cultivation licensees.

At the time this report was written, the applicant was in the process of completing a Live Scan for Mono County. A Condition of Approval for this permit will be the positive recommendation from the Sheriff's Office of the applicant/owner to engage in commercial cannabis activities based on the results of the background check/LiveScan.

Analysis – MCC 5.60.080(C)

Upon completion of staff review and internal processing, the Director shall set the matter for decision by the Approval Authority, which shall receive and consider the input and recommendations of the Sheriff, staff, the applicant and any interested persons and, thereafter, may issue the cannabis operation permit if the following findings are made:

1. The commercial cannabis activity, as proposed, will comply with the requirements of state law and regulation, the Mono County General Plan, the Mono County Code and this Chapter.

The staff report describes the applicant's operations such that they are in compliance with County regulations and the applicant has signed under Penalty of Perjury that "the applicant and all persons involved in management have the ability to comply with all laws regulating cannabis businesses in the State of California and shall maintain such compliance during the term of the permit".

The applicant is required to provide evidence of licensure once secured as a Condition of Approval for this permit.

2. The property has all necessary land use entitlements as required by the Mono County General Plan or is legally exempt from such requirements.

The applicant received a Use Permit from the Planning Commission on June 20, 2019.

3. The applicant has demonstrated to the satisfaction of the Approval Authority that the operation, its owners and the applicant have the ability to comply with state law and regulation, the Mono County General Plan, the Mono County Code and this Chapter.

Through this evaluation, the applicant has demonstrated the ability to comply with state laws and regulations, the Mono County General Plan, and the Mono County Code. The application has been circulated for multi-departmental review and has received approval from departments including, but not limited to, Inyo Mono Agriculture Commissioner; Environmental Health; Public Health; Solid Waste; Sheriff's Office; and Community Development.

4. No applicant or owner has been convicted of a felony or a drug-related misdemeanor reclassified under Section 1170.18 of the California Penal Code (Proposition 47) within the last ten (10) years, unless the Approval Authority determines that such conviction is not substantially related to the qualifications, functions or duties of the person or activity and/or there is adequate evidence of rehabilitation of the person. A conviction within the meaning of this section means a plea or verdict of guilty or a conviction following a plea of nolo contendere.

The applicants/owners have affirmed they have not been convicted of a felony or a drug related misdemeanor within the past ten (10) years. A Condition of Approval for this permit will be the positive recommendation from the Sheriff's Office of the applicant/owner to engage in commercial cannabis activities based on the results of the background check/LiveScan.

5. The Approval Authority determines that issuance of the permit is in the best interests of the community, the County, and its citizens and visitors, based on the following:

- 1) The experience and qualifications of the applicant and any persons involved in the management of the proposed cannabis business:

The applicant has a strong background in business administration and has nine years of experience successfully managing operations and profitability in the petrochemical industry that will help facilitate a successful business. BVI's three other founding members come from diverse educational backgrounds including biochemistry, business administration, and medicine and represent a well-rounded work history including, 5 years in experience in investment management, 7 years in finance and commercial lending sector, and 6 years experience in accounting/financial analysis. BVI has hired an industry-leading cannabis cultivation consultant that has obtained the right to license their proven cultivation methods to new operators. The ability to replicate a proven, risk-averse, tightly controlled process will mitigate the costly mistakes faced by many new startups entering the commercial cannabis cultivation industry.

- 2) Whether there are specific and articulable positive or negative impacts on the surrounding community or adjacent properties from the proposed cannabis business:

No letters in opposition or support to this project have been received. No public comments in opposition or support were received during the Planning Commission public hearing.

Positive impacts include increased tax revenue for the County and the creation of up to fifteen jobs.

- 3) The adequacy and feasibility of business, operations, security, waste management, odor control, and other plans or measures submitted by the applicant:

As a cultivation business, the application adequately addresses the feasibility of business, operations, security, waste management, and odor control. The applicant has hired an industry-leading cannabis cultivation consultant that has obtained the right to license their proven cultivation methods to new operators. The ability to replicate a proven, risk-averse, tightly controlled process will mitigate the costly mistakes faced by many new startups entering the commercial cannabis cultivation industry.

The cannabis premise has sufficient security elements to prevent crime and unanticipated nuisances.

Odor impacts from the indoor cannabis cultivation facility should not be more obnoxious than the other industrial uses on parcels in the Sierra Business Park with the implementation of BVI's Odor Management Plan. Please see the Operating Plan section above for detailed analysis of the BVI's Odor Management Plan.

Public consumption is prohibited on-site and no public sales will take place at the premise. The premise will be closed to the general public. All cannabis product will be transported and sold to other California cannabis-licensed businesses. The indoor cultivation facility is expected to produce several distinct types of waste including green waste, solid waste, liquid waste, and potentially hazardous waste such as cleaners or pesticides. Employees will be trained on the different waste streams and their proper disposal methods. The waste management plan is in compliance with Title 3, Section 8108 and 8308 of the California Code of Regulations and has been approved by the County's Solid Waste Superintendent per Mono County Code 5.60.130.F.

The Sheriff's Office reviewed and approved the Security plan, which is confidential per State law.

- 4) Whether granting the permit will result in an undesirable overconcentration of the cannabis industry in a limited number of persons or in a limited geographic area within the County:

No other commercial cannabis-related businesses exist in the Sierra Business Park or in the Mammoth Vicinity Area of the unincorporated County at this time. This will be the third cannabis cultivation operation within the County and a maximum of seven more may be allowed.

- 5) Environmental impacts/benefits of the cannabis business such as waste handling, recycling, water treatment and supply, use of renewable energy or other resources, etc.:

An analysis of the environment impacts associated with the project was completed. The 15183 exemption analysis found no significant impacts peculiar to cannabis cultivation or beyond the scope of mitigation measures stated in the Mono County General Plan EIR (see Attachment A).

Several distinct types of waste may be produced at the cultivation facility, including green waste, solid waste, liquid waste, and potentially hazardous waste such as cleaners or pesticides. The waste that cannot be reclaimed or reused will be properly disposed of using the procedures in BVI's Waste Disposal Management Plan. The Lahontan Regional Water Quality Control Board has found this project in compliance with requirements of the General Waste Discharge Requirements and provided a Waiver of Waste Discharge Requirements for Discharges of Waste Associate with Cannabis Cultivation Activities (Cannabis General Order).

This project will install roof-mounted solar panels (approximately 40 kilowatts) to offset electrical use during operation. Water service will be provided primarily by the Sierra Business Park Owners' Association (SBPOA) however, the project may also source water from Mountain Meadows Mutual Water Company until the SBPOA's water system is fully permitted and operational. To minimize water use, the project will reclaim and reuse cultivation wastewater by using a reverse osmosis system.

- 6) Economic impacts to the community and the County such as the number and quality of jobs created, and/or other economic contributions made by the proposed operation.

The proposed business is expected to generate 15 additional jobs for area residents. The proposed business will generate positions for security, maintenance, cultivation, harvest, and management. The employees will be of high quality; background checks will be completed for employees and employees will receive specific training for the job.

The Board has the authority to deny an application that meets any of the following criteria (MCC 5.60.080(D)):

1. The applicant has knowingly made a false statement of material fact, or has knowingly omitted a material fact, from the application.
2. A previous cannabis operations permit issued under this Chapter for an operation involving the same applicant or owner has been revoked by the County within the two (2) years preceding the date of the application and all opportunities for appeal of that determination have been exhausted or the time in which such appeals could have been filed has expired.
3. The applicant or any owner has been determined, by an administrative hearing body or a court of competent jurisdiction to have engaged in commercial cannabis activities in violation of State or local law and all opportunities for appeal of that determination have been exhausted or the time in which such appeals could have been filed has expired.

None of the above conditions for denial exist at this time.

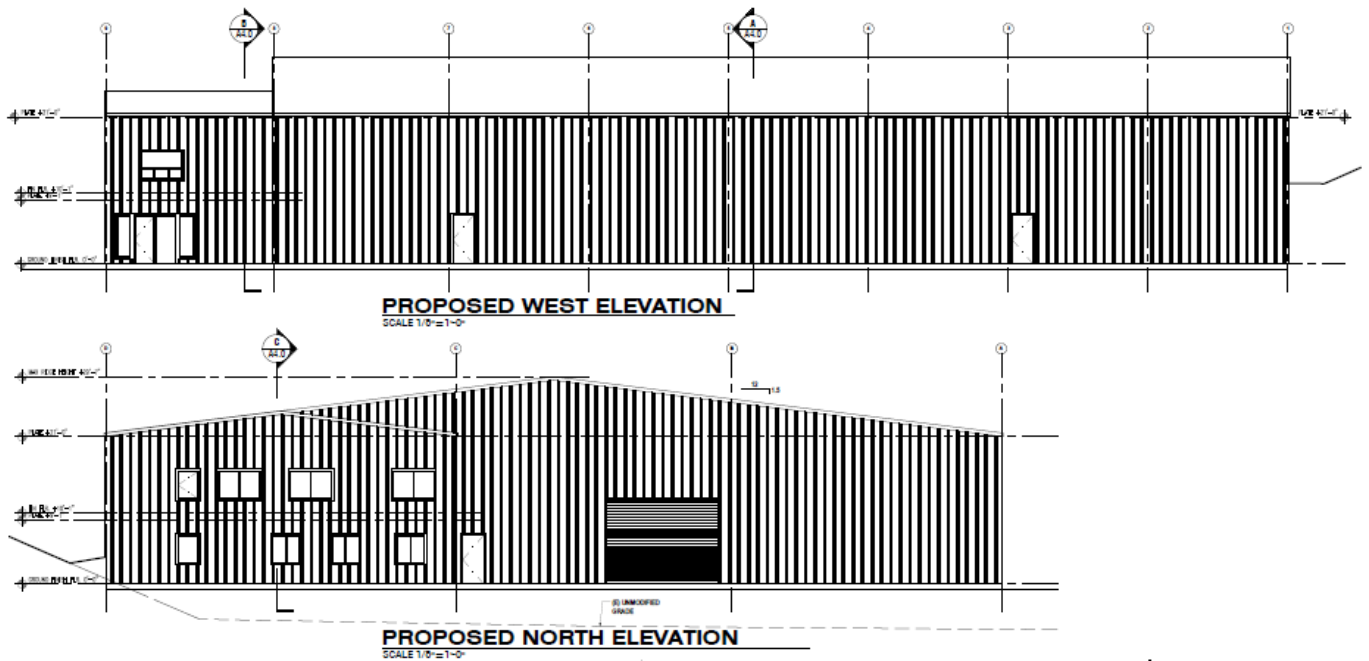
This staff report has been reviewed by the Community Development Director.

**Conditions of Approval
Cannabis Operation Permit 18-003/BASK Ventures, Inc.**

1. The operation shall comply with all County department regulations including, but not limited to, the Mono County Sheriff's Department, Public Health Department, Environmental Health Department, Public Works Department, Community Development Department, and Treasure - Tax Collector's Office.
2. The operation shall comply with all rules and regulations established in Mono County Code, the Mono County General Plan, and all applicable state laws.
3. This permit is nontransferable and shall terminate upon expiration or subsequent termination, or change in property ownership, or when more than fifty percent of the corporate stock, partnership interest or other business interest is transferred.
4. This permit is only valid when a Use Permit exists for the property. This permit shall become invalid if the Use Permit for the property is revoked.
5. Prior to commencing operation, the applicant shall obtain a state cannabis cultivation license, Mono County Business License, and a Mono County Tax Certificate.
6. Prior to commencing operation, the applicant shall complete a Mono County LiveScan and receive affirmation from the Sheriff's Office to commence operation.
7. The applicant must provide proof of the state-issued annual license when available.
8. The County, its agents, and employees may seek verification of the information contained in this permit and the associated application.
9. The business shall be subject to an annual inspection performed to ensure compliance with County Code 5.60.120. Failure to pass the annual inspection prior to the August 31 may result in denial of the renewal application.
10. The operation shall operate only in accordance with the application and all corresponding plans reviewed and approved by the County.
11. This permit shall expire August 31, 2019 (unless renewed or revoked in accordance with Mono County Code Chapter 5.60).
12. Renewal/modifications must be received by August 1 accompanied by the required renewal/modification fee. If any of the documentation and information supplied by the applicant pursuant to Section 5.60.070 has changed or will change since the grant of this permit, the applicant shall submit updated information and documentation with the application for renewal and shall provide such other information as the Director may require. If an applicant fails to submit the renewal form and all associated fees thirty (30) days before August 31, the applicant will be required to submit a new application under section 5.60.070.
13. All exterior lighting shall comply with Chapter 23, Dark Sky Regulations.

ATTACHMENTS

- A. Staff Report – Use Permit 18-014
- B. 15183 Environmental Analysis: Due to size, the appendices are available for download online at https://www.monocounty.ca.gov/sites/default/files/fileattachments/planning_division/page/30038/bvi_attachment2_initialstudy_appendices_combined.pdf



MONO COUNTY

BASK Ventures, Inc. Indoor Cannabis Cultivation Project

Initial Study Checklist

(Note for the July 16, 2019 Board of Supervisors Meeting: Appendices are available online at <https://www.monocounty.ca.gov/planning/page/bask-ventures-inc-indoor-cannabis-cultivation> or by calling 760-924-1800.)

June 2019

PANORAMA
ENVIRONMENTAL, INC.

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Mono County
**BASK Ventures, Inc. Indoor Cannabis
Cultivation Project**
Initial Study Checklist

June 2019

Prepared for:
Mono County Community Development Department
Planning Division
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Appendix A	Building Design
Appendix B	Operating Plan
Appendix C	Water Use Plan
Appendix D	Tract Map No. 36-159 Sierra Business Park Supplemental Sheet No. 1 & 2
Appendix E	Will Serve Letters
Appendix F	Conditional Waiver of Waste Discharge Requirements Notice of Applicability
Appendix G	Letter to Sierra Business Park Owners' Association

1 INTRODUCTION

1.1 APPLICATION FOR CANNABIS USE PERMIT

The project applicant, BASK Ventures, Inc. (BVI), is proposing to construct and operate an indoor cannabis cultivation facility (project) in the Sierra Business Park (SBP), located within unincorporated Mono County (Figure 1-1). In November 2016, Proposition 64 (the Adult Use of Marijuana Act) passed in all precincts of Mono County, and the majority of California. The Mono County Board of Supervisors approved General Plan Amendment 18-01, including Chapter 13 - Commercial Cannabis Activities, in April 2018. Chapter 13 requires that Mono County authorize a Conditional Use Permit and Cannabis Operation Permit prior to operation of a commercial cannabis activity. BVI filed an application for the Conditional Use Permit and Cannabis Operation Permit with Mono County on September 6, 2018.

1.2 CALIFORNIA ENVIRONMENTAL QUALITY ACT

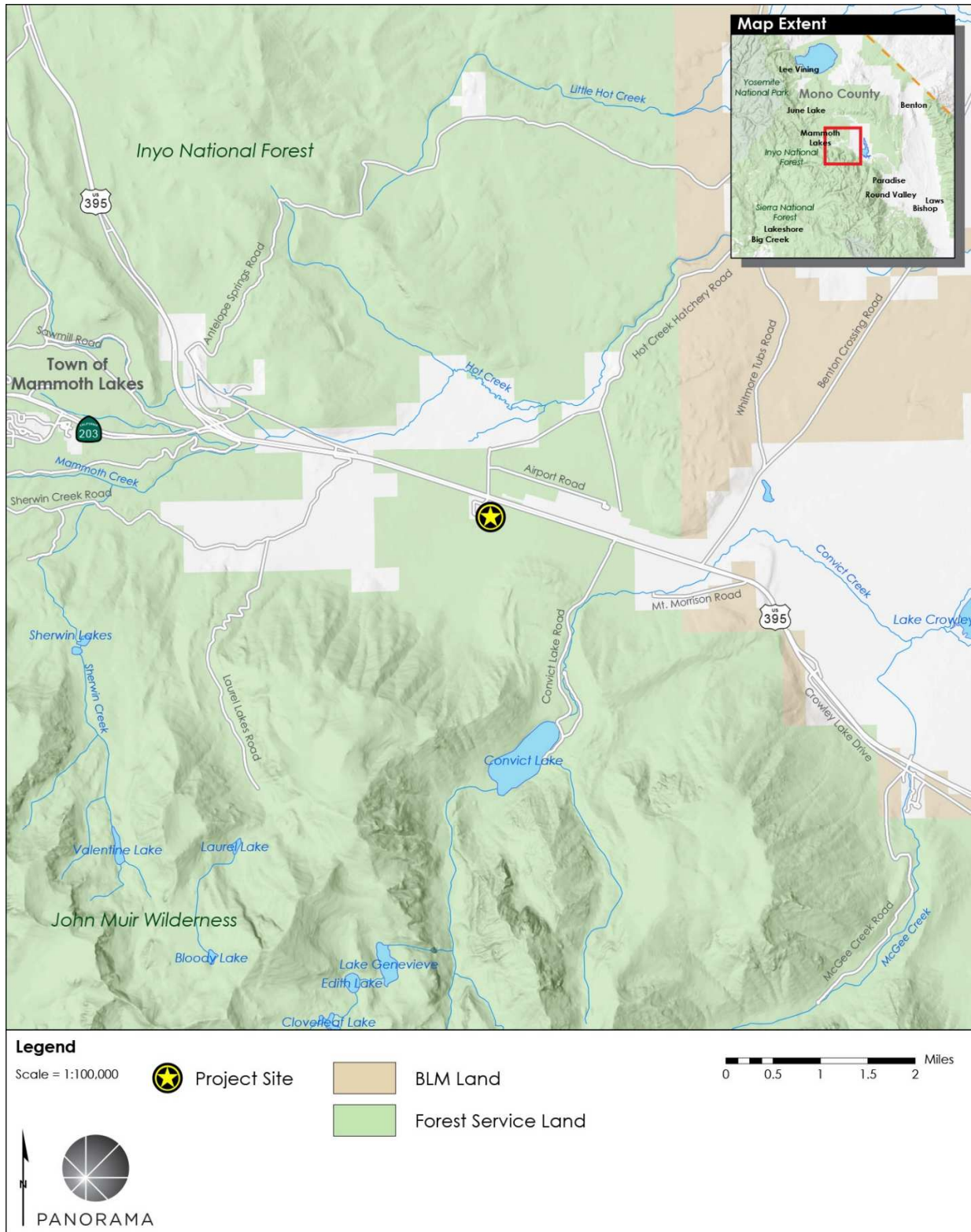
The California Environmental Quality Act (CEQA) requires public agencies to consider and analyze the potential environmental effects of activities that (a) involve the exercise of discretionary powers, (b) have potential to impact the environment, (c) meet the definition of a "project," and (d) are not categorically or statutorily exempt from CEQA. CEQA Guidelines §15183 provides a specific CEQA review process for qualifying projects that are consistent with a community plan or zoning. Under these regulations (reflected in California Public Resources Code (PRC) §21083.3 and CEQA Guidelines §15183), projects that are consistent with the development density of existing zoning, community plan or general plan policies for which an Environmental Impact Report (EIR) was certified shall be exempt from additional CEQA analysis except as may be necessary to determine whether there are project-specific significant effects that are peculiar to the project or site that would otherwise require additional CEQA review.

Mono County has existing land use, community plan, and general plan policies for which an EIR was certified; including:

- The Sierra Business Park Specific Plan Final Environmental Impact Report (FEIR) certified in 2000 (FEIR SCH#1997032100)
- The Mono County General Plan, Final Environmental Impact Report (FEIR) certified in 2015 (State Clearinghouse [SCH] #2014061029)

1 INTRODUCTION

Figure 1-1 Regional Location



Sources: (US Geological Survey, 2013; U.S. Geological Survey, 2016; County of Mono, CA IT Department / GIS Division, 2018)

1 INTRODUCTION

The SBP Specific Plan was adopted by the Mono County Board of Supervisors in 2000 and modified most recently in June 2014. The SBP Specific Plan FEIR contains an analysis of the development standards for future development of the SBP, consistent with the requirements established in Section 65451 of the California Government Code. The Sierra Business Park Specific Plan states that the General Plan should be the presiding document for issues not specifically referenced in the Specific Plan. In December 2017, the County approved Resolution R17-88 approving General Plan Amendment 17-03. The General Plan Amendment established Countywide policies governing cannabis activities in Mono County. Mono County General Plan cannabis regulations and Code Chapter 5.60 – Cannabis Operation was approved by the Board of Supervisors in April 2018 and provides regulations for the local permitting of commercial cannabis activities under specified conditions in the unincorporated areas of the County.

The Mono County Planning Division has prepared an Initial Study checklist to evaluate the project's consistency with the previous SBP EIR and General Plan EIR. As mandated by the CEQA Guidelines Section 15183, this checklist identifies whether environmental effects of the project:

1. Are peculiar to the project or the parcel on which the project would be located;
2. Were not analyzed as significant effects in a prior EIR on the land use, general plan, or community plan, with which the project is consistent;
3. Are potentially significant off-site impacts and cumulative impacts which were not discussed in the prior EIR prepared for the General Plan, community plan or zoning action; or
4. Are previously identified significant effects which, because of substantial new information that was not known at the time the EIR was certified, are determined to have a more severe adverse impact than discussed in the prior EIR.
5. If environmental effects are identified as peculiar to the project and were not analyzed in a prior EIR, are there uniformly applied development policies or standards that would mitigate the environmental effects?

Pursuant to CEQA Guidelines Section 15183, subsequent environmental impact analysis would be required if any impacts meet the above criteria.

1 INTRODUCTION

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2 PROJECT DESCRIPTION

2.1 OVERVIEW

BVI proposes to construct a 21,858-square-foot cannabis cultivation facility within the SBP. The proposed facility would be constructed in accordance with the design guidelines approved for the SBP.

2.2 PROJECT LOCATION

The project is located within the SBP on a currently vacant lot (Lot #4), with Assessor's Parcel Number (APN) 037-260-004. The SBP has a total of 32 lots, 14 of which are currently developed with approved industrial uses. The SBP is located approximately 5 miles outside the Town of Mammoth Lakes. It is surrounded by Inyo National Forest property and borders U.S. Highway 395. Figure 1-1 shows the regional location of the project site and Figure 2-1 shows the project site parcel. The project site address is 474 Industrial Circle, Mammoth Lakes, CA 93546.

2.3 LAND USE DESIGNATIONS

The project site is designated as Industrial Use consistent with other areas within the SBP. The Land Use Designation for parcels adjacent to the project site are Resource Management, as shown in Figure 2-1.

2.4 ACCESS

The project site is accessed from U.S. Highway 395 via Industrial Circle as shown in Figure 2-2.

2 PROJECT DESCRIPTION

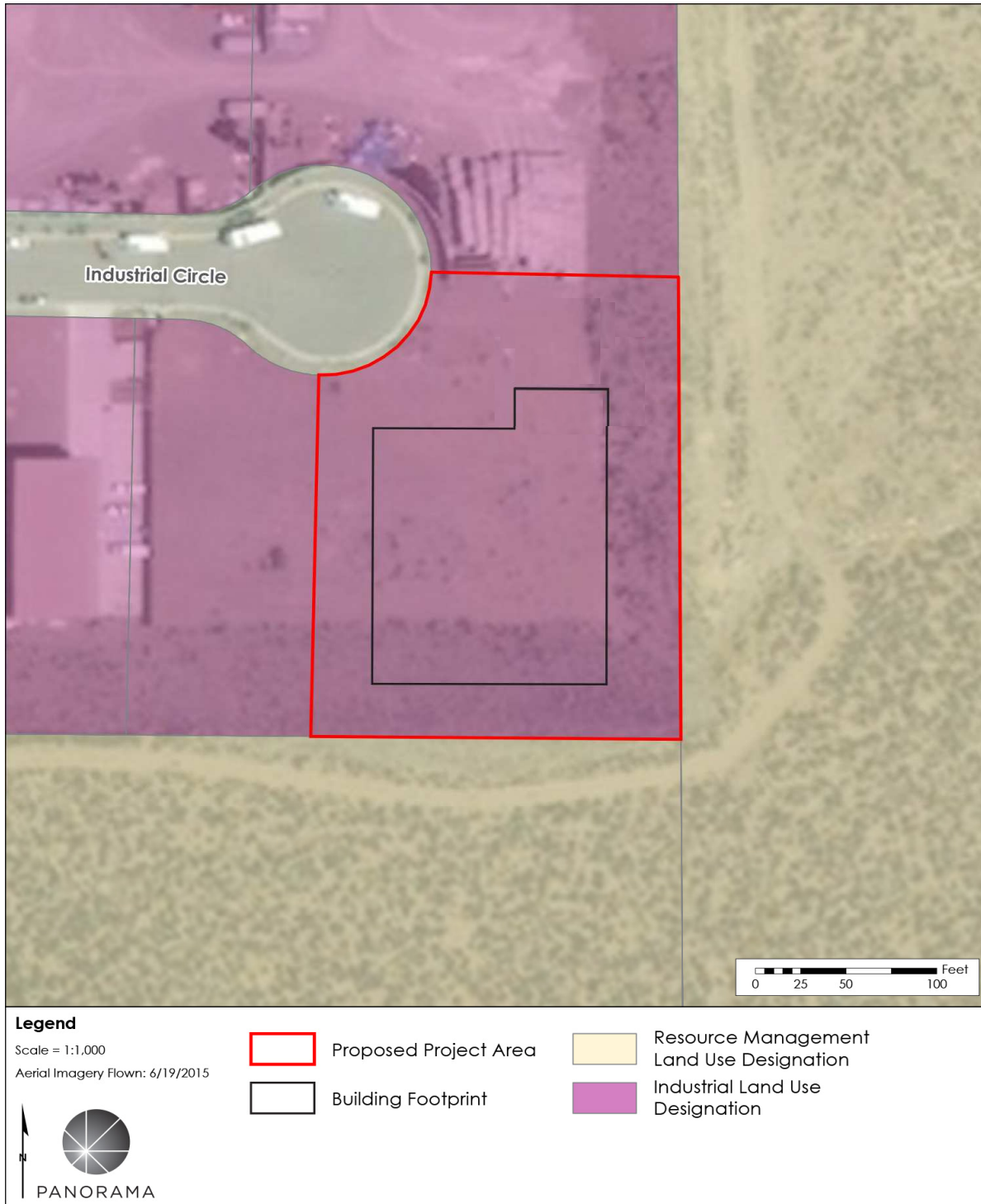
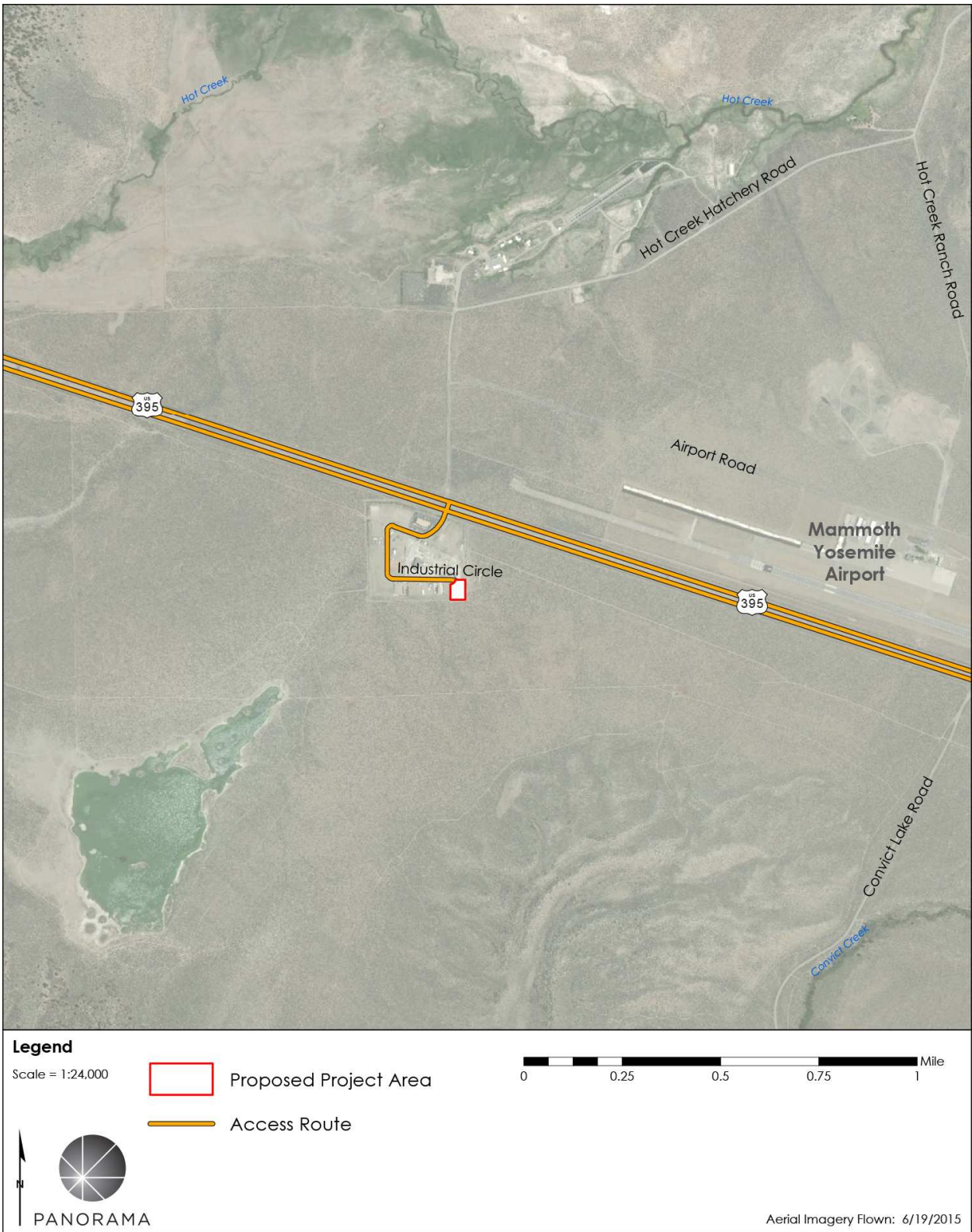


Figure 2-1 Project Site

Sources: (County of Mono, CA IT Department / GIS Division, 2018; DigitalGlobe, 2015; County of Mono, CA IT Department / GIS Division, 2018)

2 PROJECT DESCRIPTION



Sources: (County of Mono, CA IT Department / GIS Division, 2018; DigitalGlobe, 2015)

Figure 2-2 Project Site Access

2 PROJECT DESCRIPTION

2.5 PROJECT FACILITIES

2.5.1 Buildings/Structures

The project consists of a 21,858-square-foot indoor cannabis cultivation facility with associated offices located on a 50,411-square-foot parcel as shown in the Site Plan and Facility Layout in Figures 2-3 to 2-5. The project would include approximately 18,067 square feet of warehouse space for cannabis cultivation, 10,000 square feet of which will consist of flowering canopy, and an additional 3,791 square feet for general office use (Figure 2-3). Two shipping/receiving roll-up doors would be installed in the building. The outside of the facility would be painted a mute brown (midnight bronze) or taupe (Sierra tan) with accent color a shade darker. No reflective surfaces would be used for the building façade. The building would be constructed to a maximum height of 30 feet with a pitched-roof design. Additional details on the proposed structure are provided in Appendix A.

2.5.2 Parking

The commercial and employee access for the project site would be provided via Industrial Circle at the north end of the parcel. Vehicles would enter through a gated entrance off Industrial Circle. The drive and parking area would be paved. Driveways and access points would comply with all County fire safety standards to maximize entry and egress space for emergency vehicles. A total of 3,347-square-feet of snow storage would be provided, with 1,509-square-feet located on the north side of the facility and 1,838-square-feet on the southwest corner of the facility (refer to Figure 2-5).

Sixteen parking spaces will be constructed on site on the north and west sides of the building including, fifteen general parking spaces for employees and one handicap-accessible parking space. Five to fifteen employees would be on site daily during operation (refer to Figure 2-5).

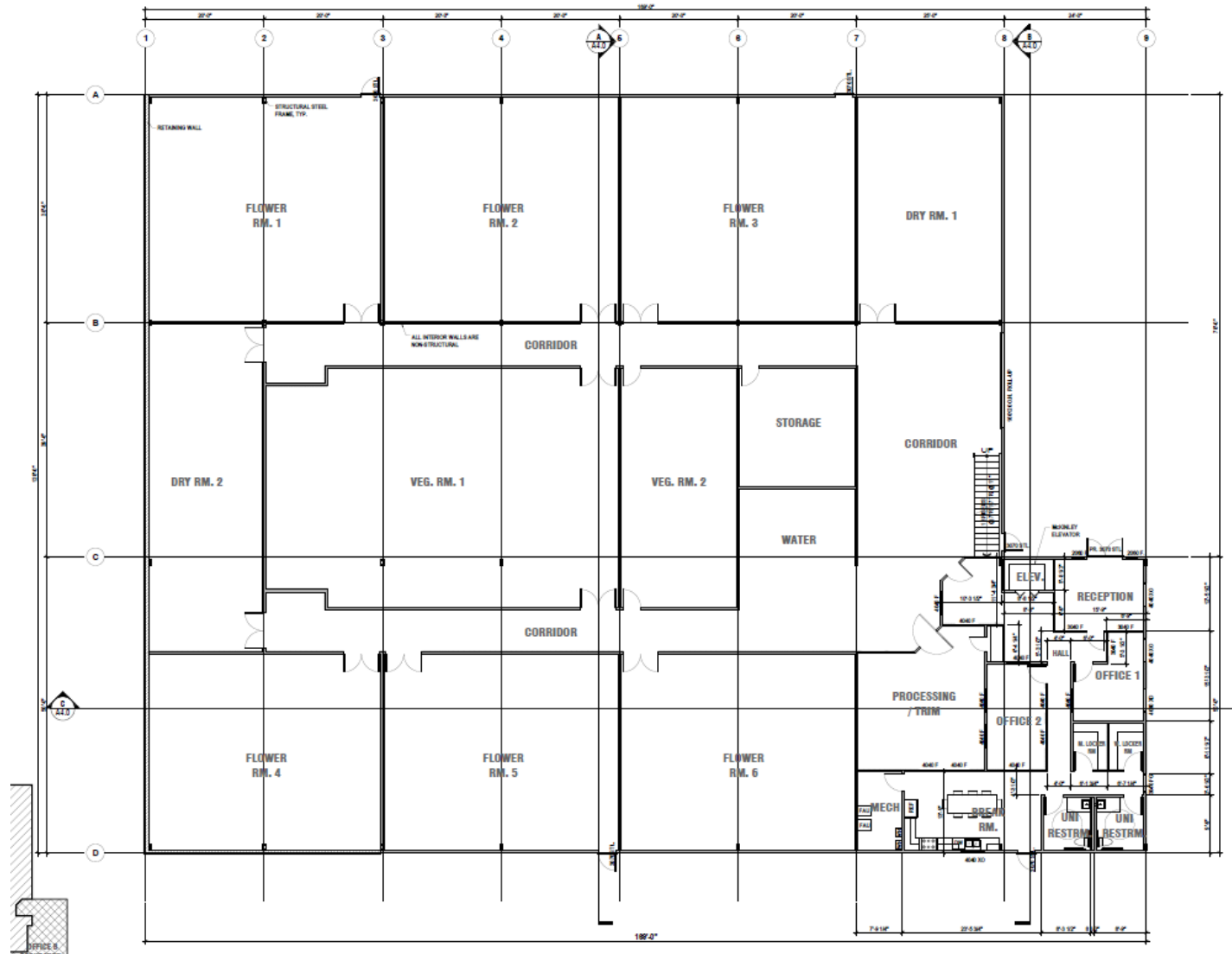
2.5.3 Lighting and Signage

Exterior lighting would be minimal and would comply with the County's Dark Sky Regulations. Lighting will consist of only lights required for safety and lot visibility from the exterior by local police or other patrols. All exterior lighting would be of a low, constant intensity, and would face downward. Lights will be shielded, and all lighting will be confined to the lot. The lighting fixtures will be painted a non-reflective color that conforms to the design guidelines of the SBP. Exterior circuit protection would be locked or enclosed within a locked National Electrical Manufacturers Association environmental cabinet.

Interior lighting would provide both a safe working environment and enhanced security. An interior strobe light would be installed and interfaced with the alarm system near the lobby area windows to provide a visual notification of alarm conditions to local law enforcement outside of the building. BVI does not propose any signage for the indoor cultivation facility.

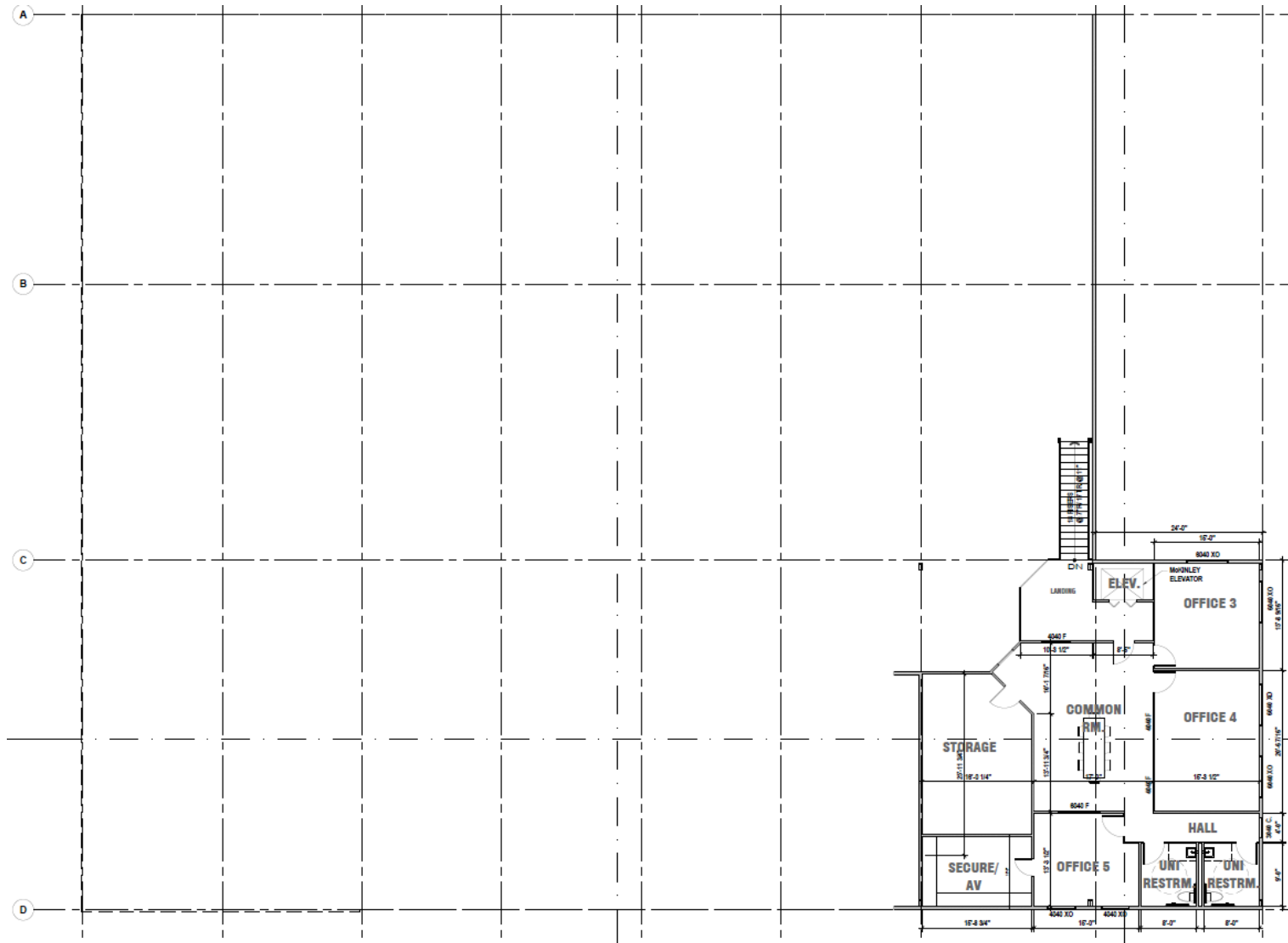
2 PROJECT DESCRIPTION

Figure 2-3 Cultivation Facility Layout: Ground Floor



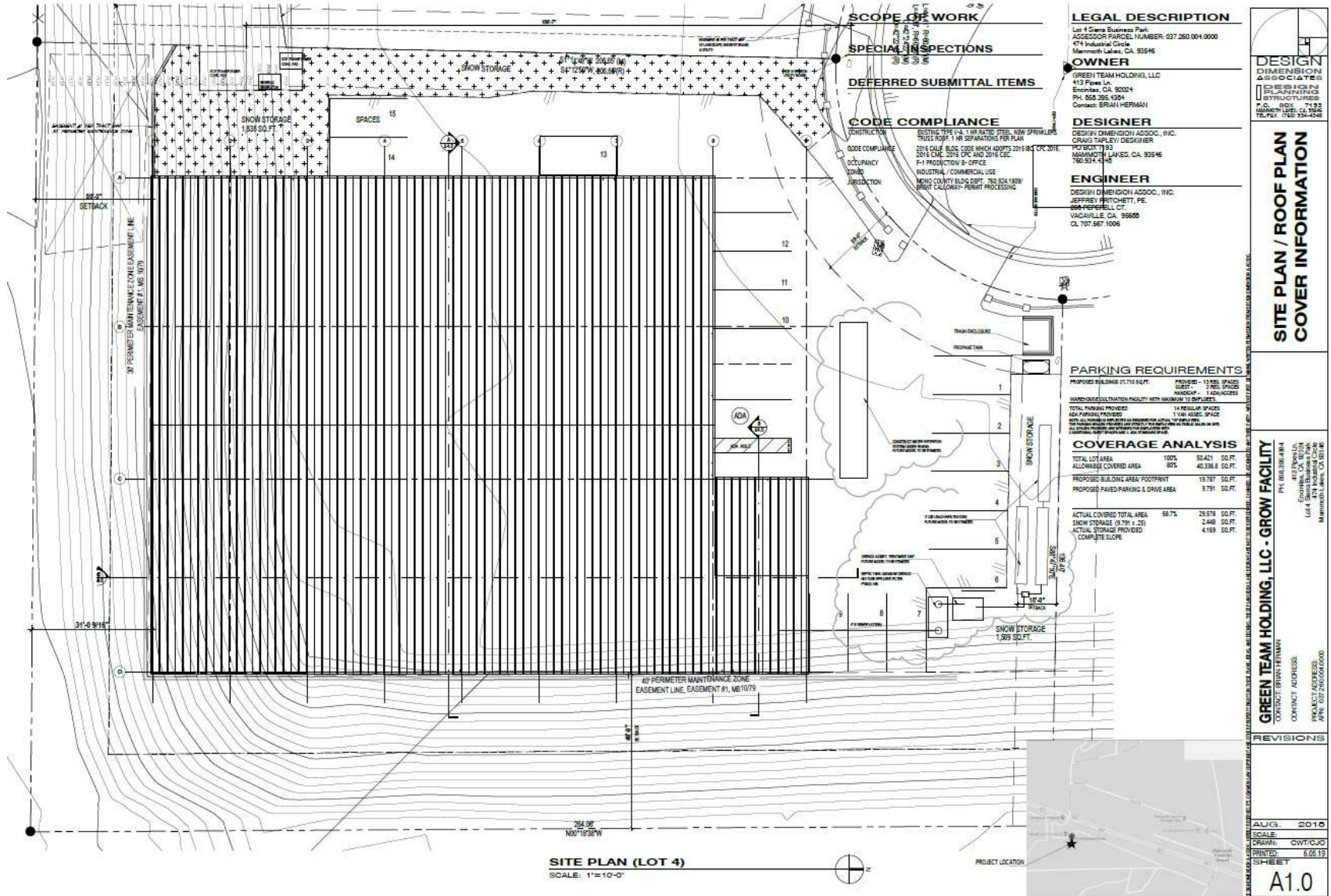
2 PROJECT DESCRIPTION

Figure 2-4 Cultivation Facility Layout: Second Floor



2 PROJECT DESCRIPTION

Figure 2-5 Site Plan



2 PROJECT DESCRIPTION

2.5.4 Utilities

The site would require improvements for water, sewer, and energy utilities.

2.5.4.1 Water

BVI would install a 5,000-gallon fresh water holding tank on the property. BVI would draw their daily allotment of water from the Sierra Business Park Owners' Association (SBPOA) system during periods of low demand, such as overnight or during the weekend, and store it in the on-site holding tank for later use. 13. BVI will temporarily contract water service from Meadow Mutual Water Company until the SBPOA water system is fully operational after which the SBPOA will be the sole water provider.

2.5.4.2 Sewer

A septic system would be installed consistent with the Tentative Tract Map Supplemental Sheet 1 and Sheet 2 for sewage disposal (see Appendix D) and as approved by the Mono County Environmental Health Department. The septic system would need to comply with Mono County requirements and would utilize a "sand box" type leach field to reduce sewage effluent constituent concentrations consistent with the SBP requirements.

2.5.4.3 Energy Supply and Use

Electrical service from Southern California Edison would be extended to the site to supply electricity during construction and operation of the project. Solar panels would be installed on the building rooftop to generate approximate 40 kilowatts of power to offset electrical uses during operation.

A propane tank would be installed at the north end of the project site. A propane power generator would be installed for emergency power.

2.5.5 Other Improvements

The cultivation facility would be fully enclosed by an 8-foot high "Verti-Crete" ledge stone wall on the north side of the property (facing the interior road) and the remaining sides of the property, excluding the east and south sides which are screened and enclosed by the PMZ, will utilize fencing constructed of galvanized chain-link with dark brown plastic slats. An 8-foot high entrance gate composed of steel, wrought iron or wide-mesh galvanized chain link would be installed at the entrance to the facility. The facility would be inaccessible to the public.

2.6 CONSTRUCTION

Any vegetation on the site would be removed and some minor grading would be conducted on the site to create a flat building surface. Approximately 63 percent of the site may require some grading. After completion of grading, BVI would construct the building and install necessary infrastructure. A temporary power pole from Southern California Edison may be erected on the site for temporary energy supply, but it is anticipated that construction subcontractors would use generators for ease and maneuvering during construction activities.

2 PROJECT DESCRIPTION

Construction of the project would take approximately 4 to 6 months. A maximum crew size of 8 workers would be required for the project. A maximum of 16 vehicle trips from construction equipment and vehicles would occur daily during construction.

2.7 FACILITY OPERATION

2.7.1 Cultivation and Distribution

The proposed facility operations are described in detail in Appendix B. Facility operations will be related to cannabis cultivation and includes cultivation (including processing/trimming and wholesale activity) and general office activities. The cultivation facility would have dedicated rooms based on the lifecycle of cannabis, including vegetative, flowering, drying, processing/trimming, and storage/vault rooms. All runoff from the operational grow areas would flow directly to a closed-system wastewater holding tank. All cultivation activities would occur inside the building within light-tight, controlled environments and would not be visible from outside the facility.

All deliveries or pickups of cannabis products, or any shipments related to cannabis cultivation, would occur inside the gated property utilizing one of the shipping/receiving roll up doors located in Dry Room 1 or the corridor on the north side of the building (Figure 2-3).

2.7.2 Utilities

2.7.2.1 Water Supply and Use

Water would be used for plant cultivation and domestic uses. Water usage would increase over the first 3 years of operation. Table 2-1 provides the anticipated water usage over the first 3 years of the project. All subsequent years would have water demand similar to year 3. See Appendix C for Water Use Plan.

Table 2-1 Operational Water Use

Year	Gallons of Water (per day)
Year 1 (2019)	200-300
Year 2 (2020)	500-600
Year 3 (2021)	800-1000

Source: (BVI, 2018)

2.7.2.2 Wastewater and Sewage

The sources of wastewater would include excess irrigation (anticipated to be no more than 2-4 percent of water intake), domestic uses, cleaning, and reverse osmosis (RO) filtration reject stream. Only wastewater from domestic uses would be discharged to the septic system (see Appendix D). The cultivation facility would use a closed-loop system where all wastewater from the grow areas would drain into a holding tank separate from the septic system. Wastewater from cultivation operations would be reclaimed by running it through the RO

2 PROJECT DESCRIPTION

system, the filtered water would be reused for cultivation operations, and the minimal amount of water rejected by the RO system would be evaporated onsite using an industrial wastewater evaporator. Leftover solids from evaporation would be disposed of at Benton Crossing Landfill in Crowley Lake, California. Benton Crossing Landfill is scheduled to close in 2023, after which this project will utilize the new County waste facility.

The project facility would be equipped with a septic system to treat effluent and discharged domestic wastewater (see Appendix A for location of septic system). The project applicant has contacted the Mono County Department of Environmental Health about septic regulations and would comply with requirements set forth by the Sierra Business Park Specific Plan and Mono County to ensure the approval of septic permit.

2.7.2.3 Waste Disposal

Several distinct types of waste may be produced at the cultivation facility, including green waste, solid waste, liquid waste, and potentially hazardous waste such as cleaners or pesticides. BVI has developed a Waste Disposal Management Plan to manage waste generated from the cultivation facility (see Operating Plan in Appendix B). All employees will receive appropriate training prior to being assigned to handle waste.

2.7.2.4 Energy Supply and Use

Southern California Edison would supply electric power to the project. Additional energy from solar panels (approximately 40 kilowatts) would be used to offset the quantity of purchased electricity. A propane power generator would be located at the northwest corner of the project site and would be used for emergency power (refer to Figure 2-5).

2.7.3 Odor Management

BVI has developed an Odor Management Plan to minimize cannabis odors being emitted by the cultivation facility (see Operating Plan in Appendix B). The primary method of odor control involves the installation and use of a commercial photohydroionization (PHI) unit, designed to eliminate 99.99 percent of all odors. Activated carbon filters would be used as a secondary odor reduction method. Both primary and secondary systems will be installed within the cultivation facility to reduce detectable odors outside the facility.

2.7.4 Traffic Generation

The project is anticipated to create approximately 30 daily traffic trips from employees and distribution activities during operation. Five to fifteen employees would be on site daily during the operational period.

2.8 AGENCY JURISDICTION AND APPROVALS

Mono County is Lead Agency for this CEQA §15183 review. Mono County is responsible for the necessary Use Permit and Operations Permit.

2 PROJECT DESCRIPTION

Licensing and regulating commercial cannabis cultivators to ensure public safety and environmental protection in California is the purview of CalCannabis Cultivation Licensing, and the division of California Department of Food and Agriculture (CDFA). CDFA prepared a Program Environmental Impact Report (PEIR) to provide a transparent and comprehensive evaluation of the anticipated regulations and the activities that would occur in compliance with the regulations. Under this program, cannabis cultivation can occur in a combination of urban, rural, natural, and agricultural settings in the State.

The Lahontan Regional Water Quality Control Board is also responsible for protection of water resources. Approval from this board is also required for wastewater and sewage discharge.

If the project disturbs more than 1 acre of land it would require a Stormwater Pollution Prevention Plan (SWPPP) in accordance with State of California Board Order 2009-0009-DWQ, including associated sediment and erosion control best management practices. A SWPPP has been prepared for the SBP and contains a list of best management practices that BVI would implement on site.

Government Code §65300 requires each county to “adopt a comprehensive long-term general plan for the physical development of the county.” Mono County is unique in that the General Plan and Zoning Code have been combined into one document. There is a specific plan for Sierra Business Park.

Table 2-2 Required Permits and Approvals*

Permit or Approval	Agency	Function
Use Permit	Mono County Community Development Department, Planning Division	For commercial cannabis cultivation, processing, and distribution activities.
Operations Permit	Mono County Community Development Department, Planning Division	For operation of the commercial cannabis cultivation facility.
Grading Permit	Mono County Department of Public Works	For project site grading activity.
Building Permit	Mono County Community Development Department, Building Division	For construction of the cultivation facility.
Septic Permit	Mono County Department of Environmental Health	For septic system installation and sewage disposal.
Waste Discharge Permit	Lahontan Regional Water Quality Control Board	For waste disposal.
National Pollutant Discharge Elimination System General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities (Construction General Permit)	State Water Resources Control Board	For surface disturbance greater than 1 acre.

2 PROJECT DESCRIPTION

Permit or Approval	Agency	Function
Cannabis Cultivation License	California Department of Food & Agriculture	For commercial cannabis cultivation, processing, and distribution activities.

*Other permits, licenses and approvals may be required. The operator/applicant is responsible for meeting all applicable regulations.

3 ENVIRONMENTAL ANALYSIS

Project Title:	BASK Ventures, Inc. Indoor Cannabis Cultivation Project
Lead Agency Name and Address:	Mono County Community Development Department P.O. Box 347 Mammoth Lakes, CA 93546
Contact Person and Phone Number:	Kelly Karl, Assistant Planner 760-924-1809
Project Location:	474 Industrial Circle, Mammoth Lakes, CA 93546
Plan Area:	Sierra Business Park Specific Plan
General Plan Designation:	Industrial
Zoning:	N/A
Assessor Parcel Number (APN):	037-260-004

3.1 OVERVIEW

This checklist provides an analysis of potential environmental impacts resulting from the project. Following the format of CEQA Guidelines Appendix G, environmental effects are evaluated to determine if the project would result in a potentially significant impact triggering additional review under Guideline section 15183.

- Items checked “Significant Project Impact” indicates that the project could result in a significant effect which either requires mitigation to be reduced to a less than significant level or which has a significant, unmitigated impact.
- Items checked “Impact not identified by Sierra Business Park Specific Plan EIR (SBP EIR)” indicates the project would result in a project-specific significant impact (peculiar, off-site, or cumulative) that was not identified in the SBP EIR.
- Items checked “Substantial New Information” indicates that there is new information which leads to a determination that a project impact is more severe than what had been anticipated by the SBP EIR.

A project does not qualify for a §15183 exemption if it is determined that it would result in : 1) a peculiar impact that was not identified as a significant impact under the SBP EIR; 2) a more severe impact due to new information; or 3) a potentially significant off-site impact or cumulative impact not discussed in the Sierra Business Park Specific Plan EIR.

A summary of the analysis of potential environmental effects, and the applicability of the previously-certified SBP EIR, is provided below the checklist for each subject area.

3 ENVIRONMENTAL ANALYSIS

3.2 AESTHETICS

Impact Statement	No Impact/Less Than Significant	Less Than Significant with SBP Mitigation	Significant Project Impact	Significant Impact not Identified by SBP EIR	Substantial New Information
a) Would the project have a substantial adverse effect on a scenic vista?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Would the project substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Would the project substantially degrade the existing visual character or quality of the site and its surroundings?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Would the project create a new source of substantial light or glare that would adversely affect day or nighttime views in the area?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Discussion

- (a) (b) The SBP EIR analyzed the SBP in relation to county and state scenic vistas and scenic highways. The project site is located within the SBP and the project design (height and type of facility) would fall within the design standards for the SBP.
- (c) The project facility height, color and material would be consistent with the SBP design guidelines. The project impacts on visual quality would be consistent with the impacts considered in the SBP EIR because the design of the facility would be consistent with the design guidelines that were analyzed. No impact peculiar to the project would occur.
- (d) The project would introduce some new lighting in the area. All proposed outdoor lighting would conform to the SBP design guidelines; therefore, the proposed lighting would not cause an impact peculiar to the project.

Indoor grow areas will not have windows and all cultivation activities will take place in climate-controlled light-sealed rooms ensuring that the light produced in the grow areas will not be visible from the exterior of the building. Therefore, the project would not create a new source of substantial light or glare that would adversely affect day or nighttime views.

3 ENVIRONMENTAL ANALYSIS

The exterior wall color of the cultivation facility would be painted with a non-reflective paint. The roof would be a chestnut color and made of metal. The fencing is consistent with the design standards in the SBP Specific Plan. Fencing on north side of the property (facing the interior road) will consist on an eight-foot-high “Verti-Crete” ledge stone wall with an eight-foot-high entrance gate composed of steel, wrought iron, or wide mesh galvanized chain link with dark brown plastic slats. The remaining sides of the property, excluding the east and south sides which are screened and enclosed by the PMZ, will utilize fencing constructed of galvanized chain-link with dark brown plastic slats. No reflective surfaces would be utilized for the project. Therefore, the project would not create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area.

Conclusion

The SBP EIR concluded that the SBP Specific Plan would result in less than significant impacts on visual resources with incorporation of mitigation measures limiting the height of buildings and imposing lighting restrictions. The project would be developed consistent with the design guidelines set forth in the SBP Specific Plan, including compliance with mitigation measures; therefore, the project would not result in any new significant impacts. Further environmental analysis is not required under CEQA.

3.3 AGRICULTURE AND FORESTRY RESOURCES

Impact Statement	No Impact/Less Than Significant	Less Than Significant with SBP Mitigation	Significant Project Impact	Significant Impact not Identified by SBP EIR	Substantial New Information
a) Would the project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Would the project conflict with existing zoning for agricultural use, or a Williamson Act contract?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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Impact Statement	No Impact/Less Than Significant	Less Than Significant with SBP Mitigation	Significant Project Impact	Significant Impact not Identified by SBP EIR	Substantial New Information
c) Would the project conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Would the project result in the loss of forest land or conversion of forest land to non-forest use?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) Would the project involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Discussion

The SBP EIR did not analyze the impacts of the SBP on agriculture and forestry resources because there are no agriculture or forestry resources within the SBP, including the project area. Further environmental analysis is not required under CEQA because the project would not impact agriculture or forestry resources.

Conclusion

The discussion above indicated the construction and operation of the project would not result in impacts on agriculture or forestry resources. Further environmental analysis is not required under CEQA.

3.4 AIR QUALITY

Impact Statement	No Impact/Less Than Significant	Less Than Significant with SBP Mitigation	Significant Project Impact	Significant Impact not Identified by SBP EIR	Substantial New Information
a) Would the project conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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Impact Statement	No Impact/Less Than Significant	Less Than Significant with SBP Mitigation	Significant Project Impact	Significant Impact not Identified by SBP EIR	Substantial New Information
b) Would the project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Would the project expose sensitive receptors to substantial pollutant concentrations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Would the project result in other emission (such as those leading to odor adversely affecting a substantial number of people?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Discussion

(a) (b) The project is located within the Great Basin Unified Air Pollution Control District (GBUAPCD). Applicable plans and regulations include the Mono County Ozone Attainment Plan and the GBUAPCD rules and regulations. This project is located within a non-attainment area for the state ozone standard and is subject to the Mono County Ozone Attainment Plan. The source of the ozone exceedance was determined to be caused by ozone transport from the San Joaquin Valley Air Basin. Therefore, the ozone attainment is not applicable to this project because the exceedance is transported from a neighboring air basin.

The project would require minimal grading, because the project site is flat. The SBP EIR considered air quality impacts from dust emissions as a result of site grading. The SBP EIR includes Mitigation Measure 1 in Section 5.7: Air Quality (implement best-available control measures) to reduce dust emissions to a less-than-significant-level (Mono County, 2010). The project would implement the applicable mitigation measures from the SBP EIR and would not result in an impact peculiar to the project.

The project would generate a maximum of 16 daily traffic trips during construction. The SBP EIR analyzed construction of buildings that would be similar in size, scale, and scope to the project and, therefore, the project would not result in any greater construction emissions than those evaluated in the SBP EIR. The project would not result in an impact peculiar to the project.

During operation, air quality impacts would primarily derive from traffic generation, and energy and heating supplies. The project would generate a maximum of 30 daily

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traffic trips during operation. The SBP EIR has considered development of Shipping and Delivery facilities in the SBP. The Shipping and Delivery facilities would generate much higher traffic volumes and greater travel distances than the project. The proposed 30 daily trips to the project site would not substantially increase air emissions. With respect to energy and heating, the entire SBP, including this project, is required to comply with California Energy Commission standards governing the efficiency of energy supply sources as well as mandatory GBUAPCD regulations governing the use of fireplaces and wood stoves set forth in the Mono County General Plan. This project does propose to install a wood burning stove or fireplace and therefore would not result in an impact peculiar to the project.

- (c) The nearest sensitive receptor would be individuals residing in the caretaker's units at the concrete batch plant, located approximately 400 feet to the northwest of the project. The project would not involve activities that would result in exposure of sensitive receptors to substantial pollutant concentrations. The impact would be less than significant and less than other industrial uses considered in the SBP EIR. No further analysis is required.
- (d) The project is located in the southeastern corner of the SBP. The project site is within the SBP surrounded by industrial uses and open space. The east and south ends of the project site border open space. A vacant lot is north of the project site. A recreational vehicle rental facility (Adventures in Camping) is approximately 225 feet west of the project site, within the SBP. No sensitive receptors are near the project. All cultivation would occur indoors in rooms dedicated to each stage of growth. A photohydroionization (PHI) Unit will be the primary device used to reduce odor emissions. The PHI Unit would be installed into air conditioning and heating system air ducts that release air outside the facility. In rooms where odor is more intense, activated carbon filters will be installed as secondary odor reduction method. The PHI Unit and carbon filters would ensure that odors do not affect sensitive receptors. As required by Chapter 13 - Commercial Cannabis Activities in the General Plan, BVI has prepared an Odor Management Plan (Appendix B) to reduce cannabis odors outside the cultivation facility. The project is consistent with the SBP and General Plan. No further analysis is required.

Conclusion

The SBP EIR contained analysis of the impacts on air quality from construction and operation of SBP and it was determined that the construction of SBP would result in temporary less than significant impact to air quality with implementation of best available dust control measures. As discussed above, the project would not result in an impact peculiar to the project. Further environmental analysis is not required under CEQA.

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3.5 BIOLOGICAL RESOURCES

Impact Statement	No Impact/Less Than Significant	Less Than Significant with SBP Mitigation	Significant Project Impact	Significant Impact not Identified by SBP EIR	Substantial New Information
a) Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Would the project have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pools, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) Would the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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Impact Statement	No Impact/Less Than Significant	Less Than Significant with SBP Mitigation	Significant Project Impact	Significant Impact not Identified by SBP EIR	Substantial New Information
f) Would the project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Discussion

- (a), (b) and (c) There are no special status plants or wildlife, sensitive natural communities, or areas of United States Army Corps of Engineers (USACE) or California Department of Fish and Game (CDFG) jurisdiction on the project site. The project site would be located within the SBP and the lot was previously graded/disturbed during initial SBP development activities. The project is surrounded by an elevated berm, contains minimal vegetation, and does not provide suitable habitat to special-status species with potential to occur in the region. No impacts would occur.
- (d) The properties in the SBP are developed for industrial use. Establishment of the SBP required analysis of migration corridors at the time the SBP EIR was prepared. The project would be consistent with the SBP design guidelines and building restrictions. The project would not result in an impact peculiar to the project.
- (e) No local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance, apply to the project. The project would have no impact.
- (f) The project is not located within an area covered by an adopted habitat conservation plan or natural community conservation plan. The project would have no impact.

Conclusion

The SBP EIR concluded that the development of SBP would not result in impacts on sensitive habitats, special-status plant species, or USACE or CDFW jurisdictional waters; and would result in less than significant impact to nesting activities associated with the sage grouse. As discussed above, the project would not result in peculiar impacts on biological resources. Further environmental analysis is not required under CEQA.

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3.6 CULTURAL RESOURCES

Impact Statement	No Impact/Less Than Significant	Less Than Significant with SBP Mitigation	Significant Project Impact	Significant Impact not Identified by SBP EIR	Substantial New Information
a) Would the project cause a substantial adverse change in the significance of a historical resource pursuant to § 15064.5?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Would the project disturb any human remains, including those interred outside of dedicated cemeteries?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Discussion

- (a) (b) The project site has been subject to extensive excavation and earthwork as part of prior sand and gravel mining as well as operation of the concrete batch plant. These activities would have eliminated any historical and archaeological resources that may have been present on the site. The project would have no impact on historical or archaeological resources.
- (c) The project site does not include a known formal or informal cemetery that might contain interred human remains. The minimal grading proposed for the site is within the scope of analysis of the SBP EIR. Further analysis is not required.

Conclusion

The SBP EIR concluded that the development of SBP would not result in impacts to archaeological, paleontological, or historic resources. As discussed above, the project would not result in impacts to cultural resources. Further environmental analysis is not required under CEQA.

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3.7 ENERGY

Impact Statement	No Impact/Less Than Significant	Less Than Significant with SBP Mitigation	Significant Project Impact	Significant Impact not Identified by SBP EIR	Substantial New Information
a) Would the project result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Would the project conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Discussion

(a) During construction, the project would consume energy supplies used by a wide range of equipment and construction vehicles. Energy used for construction vehicles and other energy-consuming equipment would be used during site preparation, grading and paving, collection and hauling of waste materials. These construction activities would not be different than construction activities that would be required for developing buildings that were included as permitted uses in the SBP. Construction of the project would not result in wasteful, inefficient, or unnecessary consumption of energy resources. The project would not result in an impact that is peculiar to the project.

During operation, the indoor cultivation facility would require the use of special lighting, ventilation, and air conditioning systems. Each of these systems uses a substantial amount of energy. The project applicant would install solar panels to generate 40 kilowatts per day to offset electrical use in the operation of the cultivation facility. In addition, all developments in Mono County would be required to comply with current California Green Building Standards Code Title 24, Part 11 (Cal Green) energy performance standards as well as policies and actions contained in the Mono County General Plan and the Resources Efficiency Plan to address energy conservation (Mono County, 2014). The project applicant would also have financial incentive to avoid wasteful, inefficient, and unnecessary consumption of the energy during operation. The operation of the project would result in the consumption of energy, but such consumption would not be expected to be wasteful or inefficient. The project would not result in an impact that is peculiar to the project.

(b) As discussed above, the project would obtain power from Southern California Edison, which is required to meet California’s renewable energy goals and policies. The project applicant would install solar panels to offset energy uses during operation. The project is also required to comply with California Green Building Standards Code, policies and

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actions set forth in the Mono County General Plan and the Resources Efficiency Plan; therefore, the project would not conflict with or obstruct a state or local plan for renewable energy or energy efficiency. The project would not result in an impact that is peculiar to the project.

Conclusion

The project would not result in significant impacts to energy resources. Further environmental analysis is not required under CEQA.

3.8 GEOLOGY AND SOILS

Impact Statement	No Impact/Less Than Significant	Less Than Significant with SBP Mitigation	Significant Project Impact	Significant Impact not Identified by SBP EIR	Substantial New Information
a) Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:					
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ii) Strong seismic ground shaking?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
iii) Seismic-related ground failure, including liquefaction?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
iv) Landslides?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Would the project result in substantial soil erosion or the loss of topsoil?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Would the project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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Impact Statement	No Impact/Less Than Significant	Less Than Significant with SBP Mitigation	Significant Project Impact	Significant Impact not Identified by SBP EIR	Substantial New Information
d) Would the project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) Would the project have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f) Would the project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Discussion

(a)-(f) The SBP EIR analyzed the impacts of developing the SBP on geology and soil resources. The SBP EIR concluded that developing the SBP would result in risk of erosion and slope instability and expose occupants and structures to seismic activity and future volcanic eruption. Implementation of a slope maintenance program would mitigate the risk of erosion and slope instability to a less than significant level. Conformance with standard codes and requirements would reduce the risk of seismic exposure to an acceptable level. The SBP is located in a designated volcanic hazard zone, the impact from future volcanic eruption is unavoidable and adverse.

The SBP EIR concluded the SBP site conditions are suitable for use of individual septic systems. The project would be located within the SBP and would install a septic system that adheres to the development standards of the SBP. Geologic conditions have not changed since the development of SBP. The project impact on geology and soil would not exceed the impacts that have been discussed in the SBP EIR.

In addition, to ensure the structural integrity of all buildings and structures, the project must conform to the Seismic Requirements as outlined within the California Building Code. Compliance with the California Building Code and the County Building Code will ensure that the project would not result in a significant impact. The project would comply with the California Building Code and implementation of standard engineering techniques that would ensure structural safety.

The project site does not contain any unique geologic features that have been listed in the County's Guidelines for Determining Significance for Unique Geology Resources nor

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does that site support any known geologic characteristics that have the potential to support unique geologic features. The project would not result in an impact that is peculiar to the project.

Conclusion

The project would not result in significant impacts to geology and soil. Further environmental analysis is not required under CEQA.

3.9 GREENHOUSE GAS EMISSIONS

Impact Statement	No Impact/Less Than Significant	Less Than Significant with SBP Mitigation	Significant Project Impact	Significant Impact not Identified by SBP EIR	Substantial New Information
a) Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Would the project conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Discussion

(a) A greenhouse gas emissions impact analysis was not conducted at the time of preparing the SBP EIR because the SBP EIR was certified before GHG emissions analysis was required under CEQA Guidelines. The sources of greenhouse emissions from the project are primarily electricity consumption and traffic generation. Southern California Edison would supply electricity to the project and a portion of the project’s power use would be obtained from solar panels. Solar panels installed for the project would generate 40 kilowatts of power per day, which would offset the electrical use in the operation of the cultivation facility. The on-site solar generation would not produce greenhouse gas emissions. The greenhouse gas emissions from electricity consumption are not expected to have a significant impact to the environment that is peculiar to the project, because the power is sourced from Southern California Edison. Southern California Edison is required to comply with California’s renewable energy requirements and polices. In 2017, Southern California Edison’s energy resources consisted of 29 percent renewable, 4 percent coal, 15 percent hydroelectric, 34 percent natural gas, 9 percent nuclear, and 9 percent others (Southern California Edison, 2018). Southern California Edison is also required to comply with the requirements of SB 100, which would require Southern California Edison to obtain 100 percent of its energy from carbon free sources by 2050. Additionally, the solar panels installed by BVI would generate 40 kilowatts per day to offset purchased electricity used in the operation of the cultivation facility.

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The SBP Specific Plan includes a list of permitted uses that would not require a use permit and would not trigger any further CEQA evaluation because there would be no discretionary action. Shipping and delivery facilities are a permitted use under the SBP Specific Plan and therefore a shipping and delivery facility could be developed on the project site without any CEQA review or further consideration of GHG emissions. GHG emissions associated with truck trips to a shipping and delivery facility is used as a comparison to the project because of the permitted use of shipping and delivery facilities under the SBP Specific Plan. The project would generate up to 30 worker vehicle trips and two truck trips per day during the operational period. The project would generate significantly fewer vehicle trips and associated greenhouse gas emissions from diesel-powered trucks than a shipping and delivery facility, which would be expected to generate several truck trips per hour. The project would not generate greenhouse gases that would be peculiar to the project.

- (b) The Mono County Resource Efficiency Plan was prepared to identify community sources of greenhouse emissions and use this data to develop General Plan policies and programs to reduce resource consumption and greenhouse emissions (Mono County , 2014). Implementation of the Resource Efficiency Plan would achieve the local objective of reducing greenhouse gas emissions by 10 percent from 2005 emissions levels and by 20 percent from the 2010 emissions level by the year 2020; and gain 38 megawatts of power in renewable energy production (Mono County , 2014). The SBP Specific Plan was considered by the Mono County General Plan and is consistent with the Resource Efficiency Plan. The project includes installation of solar panels to increase generation of renewable energy and would be developed consistent with the guidelines set forth in the SBP Specific Plan. The project would not conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emission of greenhouse gases.

Conclusion

As discussed above, the project would not result in significant impacts from greenhouse gas emissions that are peculiar to the project. Further environmental analysis is not required under CEQA.

3.10 HYDROLOGY AND WATER QUALITY

Impact Statement	No Impact/Less Than Significant	Less Than Significant with SBP Mitigation	Significant Project Impact	Significant Impact not Identified by SBP EIR	Substantial New Information
a) Would the project violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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Impact Statement	No Impact/Less Than Significant	Less Than Significant with SBP Mitigation	Significant Project Impact	Significant Impact not Identified by SBP EIR	Substantial New Information
b) Would the project substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:					
(i) result in substantial erosion or siltation on- or off-site;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(iv) impede or redirect flood flows?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Would the project be in flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) Would the project conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Discussion

- (a) The SBP EIR analyzed the impacts of the SBP on water quality in the project vicinity. The project includes water treatment methods to recapture water that would be used during cannabis operations. The project septic system would comply with the wastewater and

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sewage treatment design that was considered in the SBP EIR, which determined the impact would be less than significant.

The SBP EIR analyzed the impacts of grading on water quality and the EIR included mitigation measures for implementation of a SWPPP that includes on-site stormwater retention and an oil/water separator. As part of the SBP, the project applicant would be required to implement the BMPs identified in the SWPPP to mitigate erosion issues. In addition, the project applicant has submitted information to the State Water Resources Control Board for approval of discharging waste associated with indoor cannabis cultivation related activities and has received a Conditional Waiver of Waste Discharge Requirements Notice of Applicability (Appendix F) from the Lahontan Regional Water Quality Control Board. The project would comply with this mitigation measure and would not result in an impact peculiar to the project.

- (b) (e) The project is located within the Long Valley groundwater basin. The Long Valley groundwater basin is designated as very low priority under the Sustainable Groundwater Management Act (DWR, 2019), indicating that groundwater supplies are being managed sustainably and are not in a state of overdraft.

The SBP EIR estimated the water consumption for the SBP using low and high demand scenarios. The high demand scenario estimated that the maximum water demand would be 735 gallons per day per acre (gpd/acre) and 27,000 gpd for total project demand. The low demand scenario estimated water demand would be 185 gpd/acre and 6,800 gpd for total project demand. BVI estimated their water use based over the first 3 years of the project and expects the cultivation facility water usage to be 800 to 1,000 gpd by the third year of operation (Table 2-1). The SBPOA issued a Will Serve Letter to the project applicant based on BVI's estimated maximum water usage by year three (see Appendix E).

SBP estimates the total average daily demand in December, representative of winter water use, is 634 gpd and the total average daily demand in the summer is typically 20,000 gpd (Clay Murray, 2019). Based on these current figures from SBP, the addition of the daily water demand of 800 to 1,000 gpd for this project would not exceed the current total estimated for the SBP in the SBP EIR in both the low and high demand scenarios. Though BVI's project does not trigger an exceedance, there is the potential for the SBP to exceed the high-demand scenario at full build out. A letter has been sent to the SBPOA (Appendix G) to ensure future projects remain within the SBP EIR's water consumption estimates.

Therefore, the project would not exceed the impacts evaluated in the SBP EIR and the groundwater use would not be unsustainable. The SBP EIR also considered development of the site with buildings similar to the proposed project and determined that the impact from the introduction of impervious surfaces would not significantly affect hydrology. The impact would not be peculiar to the project.

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- (c) The project would not alter a drainage pattern of the site because the site was previously graded, and berms were installed around the site to address drainage for the entire SBP. There is no stream or river on the project site or in the vicinity that would be affected by the construction of the project. The runoff from the project site after development would not exceed the impacts analyzed by the SBP EIR because the project facility is compatible with the types of buildings that were considered in the SBP EIR. The project would not result in hydrology impacts peculiar to the project.
- (d) The project is not located in flood hazard, tsunami, or seiche zones. The project would not risk release of pollutant due to project inundation. No impact would occur.

Conclusion

The SBP required implementation of a SWPPP to ensure that development of the SBP does not result in significant impacts. The project would implement the required BMPs in the SBP SWPPP and would not result in an impact that is peculiar to the project. Further environmental analysis is not required under CEQA.

3.11 LAND USE AND PLANNING

Impact Statement	No Impact/Less Than Significant	Less Than Significant with SBP Mitigation	Significant Project Impact	Significant Impact not Identified by SBP EIR	Substantial New Information
a) Would the project physically divide an established community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Would the project cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation of adopted for the purpose of avoiding or mitigating an environmental effect?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Discussion

- (a) The project will not physically divide an established community, because the project is located within the SBP Specific Plan area, which is planned for industrial uses. No impact would occur.
- (b) The SBP EIR analyzed the impacts to land use and relevant planning from developing the SBP and concluded the SBP site is one of the few locations in Long Valley that meets the General Plan objective of suitability for industrial development within a reasonable distance of population (refer to Section 5.5.3 of the SBP EIR). The project would construct an approximately 21,858-square-foot facility in a vacant lot for industrial use in the SBP, which is consistent with the Land Use Goals and Policies set forth for the SBP Specific Plan. The project is also consistent with the Mono County Cannabis Regulations

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and General Plan Amendment to address environmental impacts specific to cannabis cultivation, including waste handling, recycling, water treatment and supply, and use of renewable energy. The General Plan Amendment determined that cannabis cultivation and operation were compatible with industrial use. The project would not change the zoning and land use designations. The project would not result in an impact that is peculiar to the project.

Conclusion

As discussed above, the project would not result in an impact on land use and planning. Further environmental analysis is not required under CEQA.

3.12 MINERAL RESOURCES

Impact Statement	No Impact/Less Than Significant	Less Than Significant with SBP Mitigation	Significant Project Impact	Significant Impact not Identified by SBP EIR	Substantial New Information
a) Would the project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Would the project result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Discussion

The SBP EIR did not analyze the impacts of the SBP on mineral resources. Resource extraction has been discontinued at the site due to the lack of significant additional on-site aggregated materials and the availability of superior resources in other location. There are no significant mineral resources within the SBP, including the project area. The project would, therefore, not affect mineral resources.

Conclusion

The discussion above indicated the construction and operation of the project would not result in impacts on mineral resources. Further environmental analysis is not required under CEQA.

3 ENVIRONMENTAL ANALYSIS

3.13 NOISE

Impact Statement	No Impact/Less Than Significant	Less Than Significant with SBP Mitigation	Significant Project Impact	Significant Impact not Identified by SBP EIR	Substantial New Information
a) Would the project result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Would the project result in generation of excessive groundborne vibration or groundborne noise levels?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Discussion

- (a) The project would be located within an area designated for industrial use and far from sensitive receptors. The SBP analyzed impacts associated with development and operation of the SBP. The SBP analysis was based on noise levels associated with the concrete batch plant. The only noise sensitive receptors would be the caretaker’s residing within the concrete batch plant located approximately 400 feet northwest of the project. Following construction, noise sources associated with the project would be the HVAC system, generator noise (when in use), and trucking sounds from distribution. The project would generate less noise than the concrete batch plant and noise sources would be subject to the County noise ordinance (Mono County Code Chapter 10.16). The project would not result in an impact peculiar to the project.
- (b) The project does not involve any major, new or expanded infrastructure such as mass transit, highways or major roadways or intensive extractive industry that could generate excessive groundborne vibration or groundborne noise levels and impact vibration sensitive uses in the surrounding area. The project would not create an impact from groundborne vibration.

3 ENVIRONMENTAL ANALYSIS

- (c) The project site is approximately 1 mile west of the Mammoth Yosemite Airport. The SBP area would be exposed to an outdoor noise level of CNEL 65 due to air traffic and adjacent industrial land uses within the SBP. Employees would work predominantly indoors where noise is anticipated to be approximately 20-25 dBA less. A refrigerator generates a constant 50 dBA noise level. The nearby airport land use would not generate excessive noise levels for people working in the proposed cannabis facility. The project would not result in an impact peculiar to the project.

Conclusion

The SBP EIR concluded that the development of SBP would not result in significant impact on noise due to the distance to sensitive receptors. As discussed above, the project would not result in significant impacts on noise. Further environmental analysis is not required under CEQA.

3.14 POPULATION AND HOUSING

Impact Statement	No Impact/Less Than Significant	Less Than Significant with SBP Mitigation	Significant Project Impact	Significant Impact not Identified by SBP EIR	Substantial New Information
a) Would the project induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Would the project displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Discussion

- (a) The project would not add new homes, roads or infrastructure. BVI may employ up to 15 employees. There is an existing need for housing in the surrounding communities and the addition of 15 employees exacerbates this problem. However, the site is located proximate to communities to support a jobs to housing balance and an increase of 15 employees would have minimal impact on the existing housing need given the populations in both Town of Mammoth Lakes and Long Valley. Employees would likely commute to the project area from the surrounding communities. There would be no impact.
- (b) The project site is vacant. The project would not displace existing people or housing because the site does not contain residences. There would be no impact.

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Conclusion

The SBP EIR concluded that developing the SBP would not induce growth in surrounding open space lands because the properties are public land managed by various governmental entities. The discussion above indicated the construction and operation of the project would not result in impacts on population and housing. Further environmental analysis is not required under CEQA.

3.15 PUBLIC SERVICES

Impact Statement	No Impact/Less Than Significant	Less Than Significant with SBP Mitigation	Significant Project Impact	Significant Impact not Identified by SBP EIR	Substantial New Information
a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:					
Fire protection?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Police protection?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Schools?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Parks?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other public facilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Discussion

- (a) The project does not include construction of new or physically altered governmental facilities. The project is not anticipated to require additional services.

Fire Protection. The project has considerable risk for fire and will require service from the Long Valley Fire District, a volunteer agency that serves a full time residential population in the Crowley Lake communities, the geothermal plant, Mammoth Yosemite Airport, SBP, and travelers along Highway 395 (Mono County Local Agency Formation Commission, 2009). The project obtained a Provisional Will Serve Letter from the Long Valley Fire Protection District and a final Will Serve Letter will be provided upon completion of the project (see Appendix E). The fire station is located approximately 8.2 miles southeast of the project site. The project would not affect response times or service ratios for the fire station and there would be no need to create a new or altered fire station. The SBP EIR analyzed the impacts on fire safety from developing the SBP. The SBP EIR concluded that the development of SBP would result in less than significant impacts with implementation of mitigation measures, including that all structures within the SBP shall comply with National Fire Protection Association Rule 704M and shall contain fire sprinkler systems that conform to Fire Protection District standards. The project would contain a fire sprinkler system to comply with the

3 ENVIRONMENTAL ANALYSIS

requirements of development within the SBP. The project would not result in an impact on fire service that is peculiar to the project.

Police Protection. Police services for the project will be provided by the Mono County Sheriff's Department. The project would install numerous security measures and systems, including lighting, video surveillance, and perimeter fencing that will generate minimal additional need for police protection and would not require additional services beyond those currently available. The project would have no impact on existing police protection or necessitate additional police services. The project would not result in an impact on police service that is peculiar to the project.

Schools. No schools are located in the general vicinity of the project site. The nearest school to the project site is Mammoth Elementary School, located 6 miles west of the project in the Town of Mammoth Lakes. The project would create five to fifteen permanent jobs. The small increase in employment would be within the range that was envisioned for potential uses of the SBP (40-60 persons per gross acre). The impact on schools would not be peculiar to the project.

Parks. The project would not construct parks. The project would create five to fifteen permanent jobs and the new workforce would use parks in the surrounding area. The small increase in employment would be within the range that was envisioned for potential uses of the SBP. The project would not require the construction of additional parks and there would not be an impact.

Other Public Facilities. No other public facilities are located on the project site or in the vicinity of the project. No impact would occur.

Conclusion

The project is a commercial use proposed within the SBP. The project does not create an increase in demand for public services that would generate a need for new or altered government facilities. The impact on public services is not peculiar to the project. Further environmental analysis is not required under CEQA.

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3.16 RECREATION

Impact Statement	No Impact/Less Than Significant	Less Than Significant with SBP Mitigation	Significant Project Impact	Significant Impact not Identified by SBP EIR	Substantial New Information
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Discussion

- (a) The project would create 5 to 15 permanent jobs. The new jobs could attract a small number of people to the region that would use regional parks; however, the new jobs would not be peculiar to the project and would not be expected to cause or accelerate substantial physical deterioration of neighborhood parks. The impact would not be peculiar to the project or parcel.
- (b) The project is an industrial use; it does not include recreational facilities or require the construction or expansion of recreational facilities. No impact would occur.

Conclusion

The SBP EIR did not analyze the impacts to recreation resources from developing the SBP because the SBP would not adversely affect existing recreational operations due to the low number of workers associated with the industrial uses envisioned in the SBP. The discussion above indicated the construction and operation of the project would not result in impacts on recreation resources that would be peculiar to the project. Further environmental analysis is not required under CEQA.

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3.17 TRANSPORTATION

Impact Statement	No Impact/Less Than Significant	Less Than Significant with SBP Mitigation	Significant Project Impact	Significant Impact not Identified by SBP EIR	Substantial New Information
a) Would the project conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) For a transportation project, would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Would the project substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Would the project result in inadequate emergency access?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Discussion

- (a) The project is an industrial oriented project that will not significantly increase circulation impacts on surrounding roadway system. U.S. Highway 395 would be the main roadway that provides access to the project site. There are no public transit, bicycle or pedestrian facilities in the project area. The project will result in 16 daily trips (from a maximum of 8 construction workers) to U.S. Highway 395 during construction and 30 daily trips during operation (from a maximum of 15 employees). The increase in daily trips would not significantly impact the circulation system. The project is consistent with the proposed industrial uses for the SBP.
- (b) The project is not a transportation project. The project would not result in conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b). No impact would occur.
- (c) The project would not increase hazards due to design feature or incompatible use because the project site is adjacent to an established highway and provides access to the project. The SBP includes access roads that are designed to accommodate industrial uses. The project would not create or require the creation of any new roads or modifications in road design. There are no incompatible uses proposed by the project that would impact surrounding land uses. Impacts would be less than significant.

3 ENVIRONMENTAL ANALYSIS

- (d) The SBP EIR estimated developing the SBP would increase traffic on U.S. Highway 395 by as much as 5,022 trips per day for industrial park use, and the increase of traffic trip would not impact the Level of Service “A” on U.S. Highway 395 (Mono County, 2015). The project would not result in inadequate emergency access, because there is an access point to the project area along U.S. Highway 395. In addition, driveways and access points to the project site will comply with all county Fire Safety Standards to maximize entry and egress space for emergency vehicles, and adequate space will be provided for snow storage. The development of the project was considered as part of the SBP EIR traffic analysis, as such the project would not result in an impact peculiar to the project.

Conclusion

The SBP EIR analyzed potential impacts on traffic and air safety; however, the EIR did not analyze the impacts to transportation from developing the SBP because CEQA Guidelines update in 2018 were not applicable at the time of SBP EIR preparation. Construction and operation of the project would not significantly affect transportation. Further environmental analysis is not required under CEQA.

3.18 TRIBAL CULTURAL RESOURCES

Impact Statement	No Impact/Less Than Significant	Less Than Significant with SBP Mitigation	Significant Project Impact	Significant Impact not Identified by SBP EIR	Substantial New Information
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a) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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3 ENVIRONMENTAL ANALYSIS

Impact Statement	No Impact/Less Than Significant	Less Than Significant with SBP Mitigation	Significant Project Impact	Significant Impact not Identified by SBP EIR	Substantial New Information
ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Discussion

(a)(i) and (ii) As discussed in Section 3.6: Cultural Resources, the project site has been subject to extensive excavation and earthwork as part of prior mining activities as well as operation of the concrete batch plant. These activities would have eliminated any known tribal cultural resources that may have been present on the site. A Condition of Approval for this project requires compliance with State Law and implementation of standard mitigation measures. The project would not result in an impact that is peculiar to the project.

Conclusion

Assembly Bill (AB) 52 went into effect July 1, 2015, which established a formal consultation process for California Native American tribes as part of CEQA. The SBP EIR was prepared before AB 52 was adopted, thus the SBP EIR did not analyze the impacts to tribal cultural resources. The discussion above indicated the construction and operation of the proposed project would not result in impacts to tribal cultural resources. Further environmental analysis is not required under CEQA.

3 ENVIRONMENTAL ANALYSIS

3.19 UTILITIES AND SERVICE SYSTEMS

Impact Statement	No Impact/Less Than Significant	Less Than Significant with SBP Mitigation	Significant Project Impact	Impact not Identified by SBP EIR	Substantial New Information
a) Would the project require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Would the project have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Would the project result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Would the project generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) Would the project comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Discussion

(a) (b) The SBPOA would provide water to both the construction and operation activities. The SBPOA plans to construct a new well due to issues with the sanitary seal on the existing well that has compromised potable water quality. The new well was planned prior to

3 ENVIRONMENTAL ANALYSIS

BVI filing their application, is not part of the project, and will not affect the allocation of water to SBP properties. The construction of the project will not result in a change of allocated water to properties and as such, the project would not require construction of new water supply utilities. The project applicant has also obtained a Will Serve Letter from Mountain Meadows Mutual Water Company as alternative water supplier due to SBPOA issues with the existing groundwater well (see Appendix E). The Mountain Meadows Mutual Water Company has sufficient water available to supply the project. The project would have sufficient water supplies available to operate and would not require construction of new water supply infrastructure.

Electric power would be provided by Southern California Edison which is the power supplier to other SBP properties. Sierra Tel and Verizon would be the telecommunication provider. The project would increase the impervious surfaces by approximately 29,578 square feet. Surface runoff from these impervious surfaces would flow into a dry well that would be designed to retain water and the runoff would be consistent with the stormwater drainage considered as part of the SBP. The portable toilet waste generated during construction would be minimal and would not substantially affect the capacity of wastewater treatment facilities. The project would not require the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities. The extension of these utilities to the project is consistent with the SBP development plan; therefore, no impacts peculiar to the project or parcel would occur.

- (c) A septic system (septic tank and leach field) would be installed on site to retain all non-cultivation related wastewater from the project, where it would be picked up by certified waste disposal company and disposed of properly. The SBP EIR analyzed the impacts of on-site septic system to water quality and concluded that the SBP site conditions are suitable for use of the septic systems (refer to Section 5.2.3 of the SBP EIR). Therefore, no impacts peculiar to the project or parcel would occur.
- (d) The project site is flat and would require minimal grading. The cut material would be disposed of at the Benton Crossing Landfill in Whitmore Hot Springs (approximately 7.2 miles northwest of project site). This landfill is estimated to close in 2023 and has approximately 695,047 cubic yards of capacity remaining (CalRecycle, 2019). The landfill has adequate capacity to accommodate the disposal of construction materials from the project. Therefore, no impacts peculiar to the project or parcel would occur.

Operation and maintenance of the project would generate solid waste consisting of paper, cardboard, and other common materials. Mammoth Disposal would be the solid waste hauler for the project. The project applicant would arrange for recycling services for solid waste, consistent with state and local laws, to the extent that these services are offered and available from Mammoth Disposal. Therefore, no impacts peculiar to the project or parcel would occur.

3 ENVIRONMENTAL ANALYSIS

- (e) The project would comply with all federal, state, and local statutes and regulation related to solid waste. The project would consist of short-term construction activities (with short-term waste generation limited to minor quantities of construction debris) and thus would not result in significant long-term solid waste generation. Solid waste produced during construction would be disposed of in accordance with all applicable regulations. The project applicant has developed a Waste Disposal Management Plan that details the disposal process of waste produced from the cultivation facility to ensure disposal of waste is performed in a manner consistent with applicable local, state, and federal law. Therefore, no impacts peculiar to the project or parcel would occur.

Conclusion

As discussed above, the project would not result in significant impacts to utilities and service systems. Further environmental analysis is not required under CEQA.

3.20 WILDFIRE

Impact Statement	No Impact/Less Than Significant	Less Than Significant with SBP Mitigation	Significant Project Impact	Impact not Identified by SBP EIR	Substantial New Information
If the located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:					
a) Impair an adopted emergency response plan or emergency evacuation plan?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

3 ENVIRONMENTAL ANALYSIS

Impact Statement	No Impact/Less Than Significant	Less Than Significant with SBP Mitigation	Significant Project Impact	Impact not Identified by SBP EIR	Substantial New Information
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Discussion

(a)-(d) The project is not located in or near state responsibility areas or lands classified as very high fire hazard severity zones (Cal Fire, 2007); therefore, no impacts peculiar to the project or parcel would occur.

Conclusion

As discussed above, the project would not result in impacts on wildfire. Further environmental analysis is not required under CEQA.

3.21 MANDATORY FINDINGS OF SIGNIFICANCE

Impact Statement	No Impact/Less Than Significant	Less Than Significant with SBP Mitigation	Significant Project Impact	Impact Identified by EIR	Substantial New Information
a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

3 ENVIRONMENTAL ANALYSIS

Impact Statement	No Impact/Less Than Significant	Less Than Significant with SBP Mitigation	Significant Project Impact	Impact Identified by EIR	Substantial New Information
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Discussion

- (a) The construction and operation of the project would not result in significant impacts to habitat of fish or wildlife species or threaten to eliminate a plant or animal community. There are no important examples of major Californian prehistoric or historic periods in the project site. The project would not eliminate important examples of the major periods of California history or prehistory.
- (b) There are no other past, present, or reasonably foreseeable future projects outside of the SBP in the vicinity of the project site. Development of the SBP was previously analyzed in the SBP EIR and any future development within the SBP would be conducted consistent with the conditions of the SBP EIR; therefore, development within the SBP is not considered a cumulative impact. No cumulatively considerable impacts would occur.
- (c) Mono County General Plan policies and regulations include countywide policies to guide the operations of commercial cannabis. The countywide commercial cannabis policies include designated land use for commercial cannabis activities; avoidance, reduction, and prevention of potential issues specific to commercial cannabis activities that may adversely affect communities; encouragement of responsible establishment and operation of commercial cannabis activities; and working toward consistent and compatible regulations and efficient oversight of cannabis activities with other responsible entities. The project would be located within a land use designation that allows for cannabis activities. The project applicant has developed a Cultivation Operating Plan that addresses odor, sanitation, waste disposal, and workspace safety issues specific to commercial cannabis activities (see Appendix B). The design of the project is consistent with countywide policies, standard and SBP design guidelines to

3 ENVIRONMENTAL ANALYSIS

ensure there would not be substantial adverse effect on human beings, either directly or indirectly.

Conclusion

As discussed above, the project would not substantially degrade the quality of the environment, impact plant or animal communities, or impact historic or prehistoric resources. The project would not result in cumulatively considerable impacts on the environment and would not result in significant impacts on human beings.

4 DETERMINATION

4 DETERMINATION

Based on this initial evaluation:

I find that the proposed infill project WOULD NOT have any significant effects on the environment that have not already been analyzed. Pursuant to Public Resources Code §21083.3 and CEQA Guidelines §15183, projects that are consistent with the development density of existing zoning, community plan or general plan policies for which an EIR was certified shall be exempt from additional CEQA analysis except as may be necessary to determine whether there are project-specific significant effects that are peculiar to the project or site that would otherwise require additional CEQA review.

A Notice of Determination (§15094) will be filed:

I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because the mitigation measures described on an attached sheet have been added to the project and/or revisions in the project have been made by or agreed to by the project proponent.

A Negative Declaration will be prepared:

I find the proposed project MAY have a significant effect on the environment.

An Environmental Impact Report is required:

I find that although the proposed project could have a significant effect on the environment, there WILL NOT be a significant effect in this case because all potentially significant effects (a) have been analyzed adequately in an earlier EIR pursuant to applicable standards and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, and uniformly applied development standards are required.

Signature

Date

Printed Name

Title

4 DETERMINATION

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June 20, 2019

To: Mono County Planning Commission

From: Kelly Karl, Assistant Planner

Re: Use Permit 18-014/BASK Ventures, Inc. Indoor Cannabis Cultivation

RECOMMENDATION

It is recommended the Planning Commission take the following actions:

1. Find that the project qualifies as an Exemption under CEQA guidelines 15183 and instruct staff to file a Notice of Determination;
2. Make the required findings as contained in the project staff report; and
3. Approve Use Permit 18-014 subject to Conditions of Approval.

BACKGROUND

In November 2016, California voters approved the Adult Use of Marijuana Act (Proposition 64) to legalize adult use of marijuana (in addition to medical uses that were legalized in 1996). Every precinct in Mono County passed Proposition 64 with margins as low as 1.4% in the Bridgeport area to a high margin of approximately 30% in the Mono Basin, June Lake, and Wheeler Crest areas.¹ The state's legalization of adult use marijuana presented local jurisdictions with several choices for regulating the new industry: 1) ban cannabis activities in whole or part; 2) adopt local regulations for cannabis activities; or 3) remain silent and defer to state laws and regulations.

Mono County conducted a community-based planning effort for feedback on the most- appropriate regulatory approach and, ultimately, to develop policies and regulations for legalized cannabis activities. In 2017, the following 12 Regional Planning Advisory Committee (RPAC) meetings and outreach sessions were conducted: two in Antelope Valley, three in Bridgeport, one in June Lake, two in the Mono Basin, two in Long Valley, and two in Tri-Valley. Three workshops were held with the Planning Commission, and feedback from the Commission and RPACs were incorporated into the development of the policies. Concurrently, the Cannabis Joint Committee, which is comprised of 10 County departments/divisions, reviewed the policies and public feedback, and provided additional input that was incorporated as policies were developed.

At a formally noticed public hearing in October 2017, the Commission recommended General Plan policies pertaining to cannabis activities for adoption by the Board. The Board of Supervisors held five workshops, including one with the Town of Mammoth Lakes and one specific to cannabis taxation, to consider the public feedback received through RPAC, Planning Commission, and Joint

¹ To be clear, the margin represents the amount over and above the 50% +1 required for passage of the proposition.

Committee discussions, and provide direction to staff. In December 2017, the Board held a public hearing adopting the General Plan policies recommended by the Planning Commission.

Following the adoption of guiding policies, specific regulations in both the General Plan and Mono County Code were developed through another community-based planning effort. The RPACs again held a total of 12 meetings where cannabis regulations were discussed: two in Antelope Valley, three in Bridgeport, two in the Mono Basin, one in June Lake, two in Long Valley, and two in the Tri-Valley. The Planning Commission also again held three workshops to both incorporate RPAC feedback into the regulations and provide additional input and direction to staff, and the staff-level Cannabis Joint Committee provided additional feedback.

The Commission made a recommendation to the Board to adopt new regulations in March 2018. The Board of Supervisors heard two minor updates and held four discussions on cannabis taxation, in addition to three workshops on cannabis regulations where specific policy issues were considered. The Board adopted the new General Plan and Mono County Code regulations at a formal public hearing on April 17, 2018.

In addition to the structured public engagement process above, the public is always welcome to directly contact Community Development Department staff and Mono County Supervisors via phone or email, or to schedule an in-person meeting to share comments, concerns, and input. Attendance at public meetings and speaking in public is not necessary in order to provide feedback.

PROJECT DESCRIPTION

UP 18-014/BASK Ventures, Inc. (BVI) is a proposal for indoor cannabis cultivation on a 1.16-acre parcel located at 474 Industrial Circle in the Sierra Business Park (APN 037-260-004). The General Plan designation for the proposed project is Specific Plan (SP) and is governed by the Sierra Business Park Specific Plan. Sierra Business Park (SBP) is an industrial park located at the former site of Sierra Materials, a sand and gravel extraction operation that created an excavated bed that is 20-25 feet below the surrounding land. The central objective of SBP is to accommodate needed industrial services in the county while also protecting the scenic resources of the region and the Highway 395 Scenic Corridor.

The proposed small indoor cultivation will occur in a 21,858-square foot indoor facility designed to incorporate 18,067 square feet of warehouse space for cannabis cultivation, 10,000 square feet of which will consist of flowering canopy, and an additional 3,791 square feet for general office use (Attachment 1). Plants will be grown in individual light-sealed, climate-controlled rooms based on the lifecycle of cannabis and will include vegetative, flower, drying, processing/trimming, and storage/vault rooms. At full capacity the facility will operate up to two vegetative rooms, six flower rooms, two drying rooms, one processing/trim room, and storage/vault room. All inputs will be controlled in each room including optimal temperature, humidity, carbon dioxide level, light, water, nutrients, plant protectants, and air flow/exchange.

All applications for commercial cannabis activity must be approved through a Conditional Use Permit (CUP) process. A CUP for retail cannabis must demonstrate adequate plans for site control, setbacks, odor control, signage, visual screening, lighting, parking, and noise, as presented in this report.

The project qualifies for a 15183 CEQA exemption, as it is consistent with the Sierra Business Park Specific Plan and EIR, the Mono County General Plan EIR, and Mammoth Vicinity policies. The project does not have any significant environmental effects, including those peculiar to cannabis operations.

DISCUSSION

The project is located along U.S. Highway 395, in the Scenic Combining District of Highway 395 and across from the Mammoth Yosemite Airport. Uses surrounding the project are a mix of Open Space (OS), Resource Management (RM), Airport (A), Public and Quasi-Public Facilities (PF) and Specific Plan (SP) parcels. The south and east sides of the property are bordered by Inyo National Forest Resource Management (RM) parcels, and the north and west sides are bordered by undeveloped Specific Plan (SP) parcels within the Sierra Business Park. The property is currently undeveloped and owned by Green Team Holdings, LLC. Green Team Holdings, LLC (GTH) is a land holding company that will be responsible for construction and necessary improvement work for the tenant's specific use. BVI is a cannabis operating company and a tenant of GTH. BVI has a lease agreement in place with GTH for the specific use.

FIGURE 1: REGIONAL PROJECT LOCATION

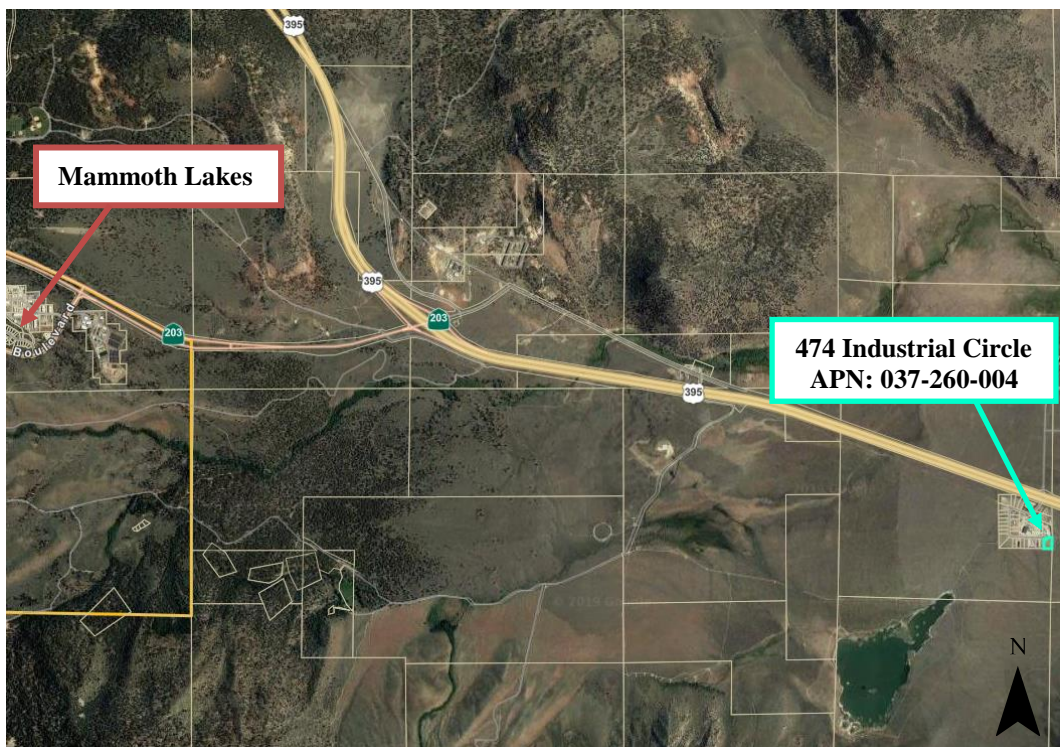


FIGURE 2: SPECIFIC PROJECT LOCATION

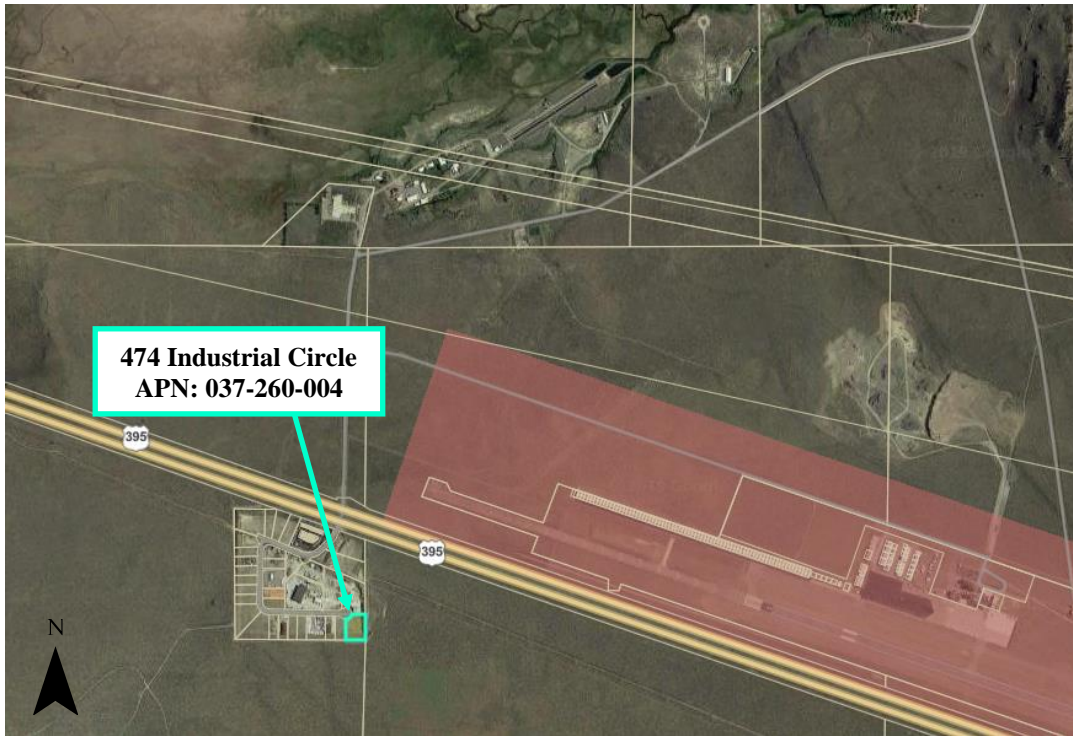


FIGURE 3: PROJECT LAND USE DESIGNATION

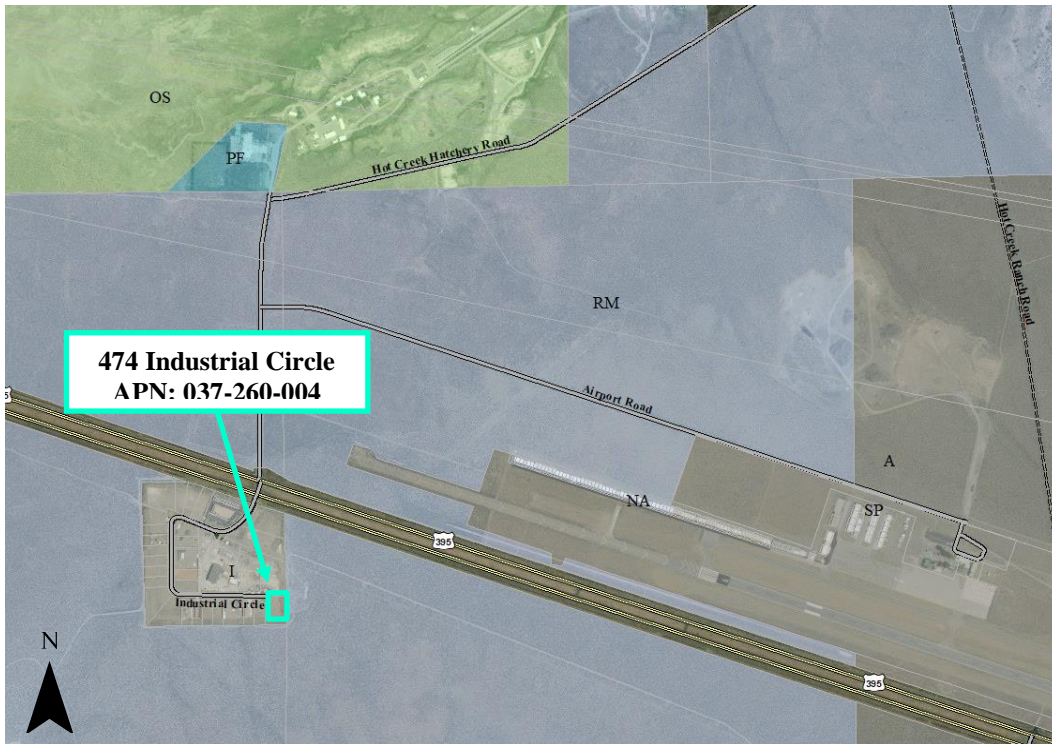


FIGURE 4: PROJECT SITE PICTURE #1



View of the project site and the Perimeter Maintenance Zone (PMZ) located on the south & east sides of the parcel.

FIGURE 5: PROJECT SITE PICTURE #2



View of the project site looking south.

FIGURE 6: PROJECT SITE PICTURE #3



View of the project site, adjacent parcels, and surrounding landscape looking southeast.

LAND DEVELOPMENT TECHNICAL ADVISORY COMMITTEE (LDTAC)

The LDTAC reviewed the application on September 17, 2018, and recommended application acceptance. LDTAC reviewed draft Conditions of Approval on June 3, 2019.

CEQA COMPLIANCE

The County contracted with Panorama Environmental, Inc. (Panorama) to prepare an Initial Study checklist in compliance with CEQA Guidelines Section 15183 (Attachment 2). CEQA mandates that projects that are consistent with the development density established by existing zoning, community plan, or general plan policies for which an Environmental Impact Report (EIR) was certified shall not require additional environmental review, except as might be necessary to examine whether there are project-specific significant effects that are peculiar to the project or its site. Panorama found no significant impacts peculiar to cannabis cultivation or beyond the scope of mitigation measures stated in the Mono County General Plan EIR and the Sierra Business Park Specific Plan & EIR. The 15183 analysis specifically reviewed potential impacts related to land use, housing, soils, water, air quality/odors, transportation, biological resources, energy resources, hazards, noise, and utilities.

Ultimately, the review determined:

1. The construction and operation of the project would not result in significant impacts to habitat of fish or wildlife species or threaten to eliminate a plant or animal community. There are no important examples of major Californian prehistoric or historic periods in the project site. The project would not eliminate important examples of the major periods of California history or prehistory.
2. Development of the SBP was previously analyzed in the SBP EIR and any future development within the SBP would be conducted consistent with the conditions of the SBP EIR; therefore, development within the SBP is not considered a cumulative impact. No cumulatively considerable impacts would occur.
3. Mono County General Plan policies and regulations include countywide policies to guide the operations of commercial cannabis. The countywide commercial cannabis policies include designated land use for commercial cannabis activities; avoidance, reduction, and prevention of potential issues specific to commercial cannabis activities that may adversely affect communities; encouragement of responsible establishment and operation of

commercial cannabis activities; and working toward consistent and compatible regulations and efficient oversight of cannabis activities with other responsible entities.

4. The project would be located within a land use designation that allows for cannabis activities. The project applicant has developed a Cultivation Operation Plan that addresses odor, sanitation, waste disposal, and workspace safety issues specific to commercial cannabis activities. The design of the project is consistent with countywide policies, standards and SBP design guidelines to ensure there would be no substantial adverse effects.
5. The project would not substantially degrade the quality of the environment, impact plant or animal communities, or impact historic or prehistoric resources. The project would not result in cumulatively considerable impacts on the environment and would not result in significant impacts.

GENERAL PLAN CONSISTENCY

The project is consistent with General Plan Land Use Designation policies, Countywide Land Use policies, and Mammoth Vicinity Area Plan policies contained in the Mono County General Plan Land Use Element.

The General Plan land use designation for this property is Specific Plan (SP) and the proposed use is consistent with SBP SP policies and regulations. Further analysis of consistency can be found in the Sierra Business Park Specific Plan Consistency section below.

The General Plan allows cannabis cultivation as a permitted use subject to use permit on Industrial land use designations. According to the Mono County General Plan, “the ‘I’ designation is intended to provide for heavy industrial uses that may potentially cause moderate to high degrees of environmental nuisances or hazards. The functional and visual character of the district is such that it should be located in areas that are relatively remote from residential and commercial development.” Permitted uses under the Industrial land use designation include all uses listed as permitted under Industrial Park (e.g., agricultural uses, nurseries, and greenhouses), caretaker units, heavy vehicle storage and maintenance, and adult-oriented businesses conducted in compliance with the locational requirements of Chapter 19 of the Land Development Regulations and with the permit and other operational requirements of Chapter 5.45 of the Mono County Code. Commercial cannabis cultivation is permitted subject to a Use Permit and compliance with Chapter 13, and a Cannabis Operations Permit pursuant to Mono County Code Chapter 5.60.

The proposed project is consistent with Countywide Land Use policies that seek to provide for industrial land use needs that do not create significant environmental impacts and are economically beneficial to the area. The proposed cannabis cultivation is an economically beneficial industrial use that creates jobs and contributes to the County’s tax base.

The project is also consistent with the Mammoth Vicinity Area Plan’s commitment to maintaining the scenic and environmental integrity of the area while also providing for industrial land use needs in unincorporated areas. The project limits growth to an existing industrial park and protects the scenic quality of the Highway 395 Scenic Corridor by following the Sierra Business Park design guidelines for minimizing visual impacts.

MONO COUNTY LAND USE ELEMENT, COUNTYWIDE LAND USE POLICIES

Objective 1.F. *Provide for industrial land uses that are economically beneficial to the area and that are compatible with the environment.*

Policy 1.F.1. *Provide for local industrial land use needs.*

Policy 1.F.2. *Provide for light industrial uses (e.g., light manufacturing, assembly work, etc.) that do not create significant environmental impacts.*

Objective 1.I. *Maintain and enhance the local economy.*

Policy 1.I.1. *Land use designations shall provide sufficient land for the economic development of community areas.*

Policy 1.I.2. *Assess the economic costs and benefits of proposed development projects.*

Objective 1.L. *Provide for commercial cannabis activities in Mono County in a way that protects public health, safety, and welfare while also taking advantage of new business and economic development activities.*

(Policy 1.L.1 & Policy 1.L.2. not applicable.)

Policy 1.L.3. *Avoid, reduce, and prevent potential issues specific to commercial cannabis activities that may adversely affect communities.*

Policy 1.L.4. *In recognition of the potential economic benefits of this new industry, encourage the responsible establishment and operation of commercial cannabis activities.*

MONO COUNTY LAND USE ELEMENT, MAMMOTH VICINITY

GOAL 21. *Maintain and enhance the scenic, recreational, and environmental integrity of the Mammoth vicinity.*

Objective 21.A. *Maintain and enhance scenic resources in the Mammoth vicinity.*

Policy 21.A.2. *Future development shall be sited and designed in a manner that preserves the scenic vistas presently viewed from US 395.*

Objective 21.B. *Provide for the land use needs of both the incorporated and unincorporated areas.*

Policy 21.B.1. *Contain growth in and adjacent to existing developed areas.*

Policy 21.B.2. *Provide for industrial land use needs.*

Policy 21.B.3. *Future development projects shall avoid potential significant environmental impacts or mitigate impacts to a level of non-significance, unless a statement of overriding concerns is made through the EIR process.*

COMPLIANCE WITH MONO COUNTY CANNABIS REGULATIONS, CHAPTER 13

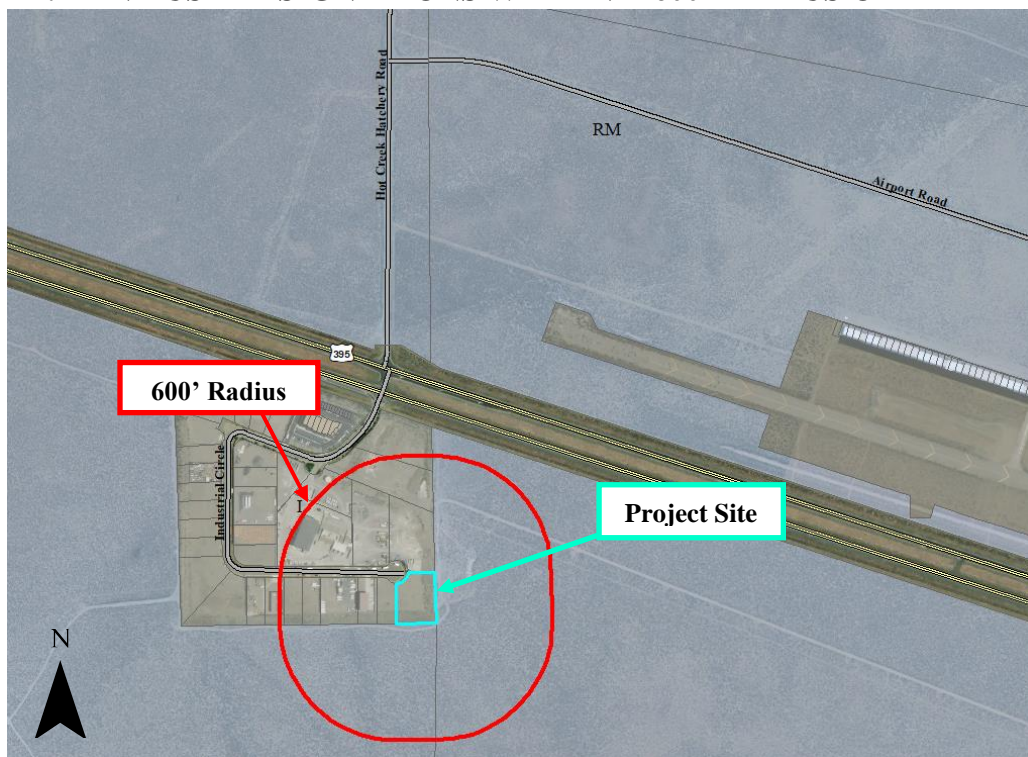
In addition to General Plan policies and regulations, commercial cannabis activities shall comply with Chapter 13. The following general standards and requirements apply to all commercial cannabis activities permitted in the county:

13.070 C. Site Control.

No commercial cannabis activity shall be allowed within six hundred (600) feet of schools providing instruction to kindergarten or any grades 1 through 12, day care or youth centers, parks, ballfields, playgrounds, libraries, community centers, and licensed childcare facilities.

None of the above-mentioned facilities are located within 600 feet of the site. The Mammoth Vicinity has no schools, or day care/youth centers, parks, playgrounds, community centers, or licensed childcare facilities. The Whitmore Recreation Area is located three miles from the project site on Benton Crossing Road and includes track & sports field, a public pool, and three ballfields.

FIGURE 7: LAND USE DESIGNATIONS WITHIN A 600' RADIUS OF THE PROJECT



13.070 D. Setbacks.

All commercial cannabis activities shall meet existing setbacks established in General Plan Chapter 4 – Land Use Designations and 4.120 Yards and Setbacks.

The proposed indoor cannabis cultivation facility meets setback standards in the Sierra Business Park Specific Plan. See Sierra Business Park Specific Plan Consistency section below for discussion.

13.070 E. Odor Control.

An odor mitigation plan is required to demonstrate that odors generated by the commercial cannabis activity shall not unreasonably impact adjacent properties and uses, or that odor mitigation measures are not applicable due to lack of cannabis-related odor generation, location or siting, design features, or other factors.

Indoor cultivation allows for greater control over the varying levels of odor emitted during the lifecycle of cannabis (e.g., propagation, vegetative, flowering, harvest, drying, packaging, and storage). BVI has created an Odor Management Plan that combines facility design with standard operating procedures (SOPs) that vary based on developmental stage. Two primary odor-mitigation devices will be used in the indoor cultivation facility: 1) commercial Photohydroionization (PHI) units designed to eliminate 99.99% of all odors; and 2) activated carbon filters. Less odor-intensive rooms on site (propagation and vegetative) will utilize a PHI unit installed in the primary Heating Ventilation and Air Conditioning System (HVAC) to mitigate the minimal odors emitted during this stage as well as odor mitigation SOPs including physically containing odors by closing the entrance to this room to minimize the possibility of odor escaping into the hallway, and cleaning and disinfecting all tables/surfaces that come in direct contact with cannabis immediately after use. Odor-intensive rooms including flowering, harvest, drying, packaging, and storage will utilize odor mitigation SOPs (described above), a PHI unit, and an activated carbon filter attached to the inlet of the HVAC system in each room. These two odor-mitigation devices used together in the most odor-intensive rooms should render the air emitted outside the building free of any detectable odor.

The odor mitigation devices will be serviced and maintained by properly trained employees using SOPs based on the maintenance needs of each type of filter (pre-filter, carbon filter or PHI unit). Every filter will be tagged to identify the employee that installed it, the date/time the unit was replaced, and date by which the device should be replaced. Detailed service and maintenance records will be kept for all serviceable items in the odor control system and will contain the following information: date and time of service, service performed, name of individual performing the service, and unit number or device number serviced.

To prevent system malfunctions from going unnoticed, BVI's Quality Assurance Manager (QAM) will walk the perimeter of the facility as part of the routine facility inspections to confirm there is no detectable odor being emitted. If any odor is detected, the QAM will record the issue in their inspection notes and note the location of the detected odor. If BVI receives an odor complaint, the QAM will complete a complaint form to document the incident, which will include date and time of complaint, name of complainant, description of the complaint, and name and badge number of the employee recording the complaint. Upon completion, the form will be immediately provided to the General Manager and the Maintenance Manager in order to begin the odor complaint investigation and resolution process. The Maintenance Manager will follow a diagnostic process to determine the possible source of the odor, repair or replace equipment as necessary, and confirm the repair has resolved the odor issue.

The nearest receptors for the project are the adjacent Specific Plan (SP) and Resource Management (RM) parcels APNs: 037-260-015, 037-260-003, 037-130-007 and 037-130-016 (Inyo National Forest parcels). There are no residences within 2,000 feet of the project area, however the SBP does allow caretaker units to be built on parcels within the Park. At the time of this staff report,

two units have been built and another two units have been reserved with active building permits of the six allowable. The two units that have been built are located at the concrete batch plant, adjacent to the proposed cultivation facility's parcel. Inhabitants of the caretaker's units could be potential receptors, however odor from the indoor cannabis cultivation facility utilizing the mitigation measures described above should not be more obnoxious than the other industrial uses on parcels in the SBP.

13.070 F. Signage.

A Sign Plan shall be required to demonstrate compliance with General Plan Land Development Regulations, Chapter 4.190 Signs, and Chapter 7 Signs.

The project does not propose any signage.

13.070 G. Visual Screening.

All Cannabis, Cannabis Products and Cannabis Accessories shall be screened from view from a public right of way to the best of the Permittee's ability.

All cultivation activities will occur inside the facility and cultivation activities are further enclosed in light-tight climate-controlled environments that will have zero visibility from outside the facility. Deliveries and pickups of cannabis products or anything related to cultivation will occur inside the gated property and will utilize the shipping/receiving roll-up doors. The front of the building will be screened from the interior street by an 8' high "Verti-Crete" ledge stone wall with an 8'-high entrance gate composed of steel, wrought iron, or wide mesh galvanized chain link. The remaining sides of the property, excluding the east and south sides that are screened and enclosed by the PMZ, will utilize fencing constructed of galvanized chain-link with dark brown plastic slats. Additionally, the concave topography of the SBP, coupled with the SBP building height limit of 30 feet for pitched-roof structures, will ensure that the facility is not visible from US Highway 395 and will maintain the scenic nature of the Highway 395 corridor.

13.070 H. Lighting.

All commercial cannabis activities shall comply with General Plan Land Use Element Chapter 23 – Dark Sky Regulations regardless of activity type or Premise location.

All exterior lighting will be in compliance with the Sierra Business Park Specific Plan. Exterior lighting will comply with Chapter 23 Dark Sky Regulations and be held to the minimum necessary to assure the safety of all persons on site and for lot visibility from the exterior by local police or other patrols.

13.070 I. Parking.

A Parking Plan depicting availability and requirements for parking shall be submitted. The Plan shall demonstrate the provision of adequate on-site parking for all employees and allow for loading and unloading.

The site plan provides 16 paved parking spaces, including 15 employee spaces for the maximum number of employees that will each be 10' x 20' in size plus one ADA-compliant space. The site provides adequate parking and space for loading areas, if the Planning Commission finds that the project qualifies under the "other" category in Chapter 6, Parking, Table 06.010 Required Number

of Parking Spaces (see Figure 5) and approves staff-recommended parking requirement for this project (see Sierra Business Park Specific Plan Consistency section below for discussion).

13.070 J. Noise.

Noise generation shall comply with the Mono County General Plan Noise Element and Mono County Code, Chapter 10.16.

The project is not expected to generate noise beyond that of similar industrial operations in the Sierra Business Park.

13.070 K. Fire Protection.

The project complies with the SBP fire sprinkler system requirements, has submitted a Fire Prevention Plan, and received a Provisional “Will Serve” letter from the Long Valley Fire Protection District. The Conditions of Approval require the project to adhere to requirements of the Fire Protection District and obtain a Final “Will Serve” Letter.

13.070 L. Security Plan.

A Security Plan was submitted as part of the application and has been submitted for review and approval by the Mono County Sheriff’s Department. Approval of the Security Plan will be required before the Cannabis Operations Permit is finalized.

13.070.M. Water Conservation.

BVI estimates their water use will be 800 to 1,000 gallons per day (gpd) by the third year of operation (see “2.7.2.1 Water Supply and Use” in Initial Study). In order to reduce the amount of water needed for the cultivation facility, a Reverse Osmosis (RO) system will be installed to reclaim and reuse wastewater from cultivation operations. This closed-loop system would drain all wastewater from the grow areas into a holding tank separate from the septic system where it would be reclaimed by running it through the RO system and the filtered water would be reused for cultivation operations. Please see section “2.7.2.2. Wastewater and Sewage” in the Initial Study for discussion (Attachment 2).

The SBPOA issued a “Will Serve” Letter based on BVI’s estimated maximum water use. The project applicant has also obtained a “Will Serve” Letter from Mountain Meadows Mutual Water Company (MMMWC) as alternative water supplier while SBPOA brings its water system into compliance with the Division of Drinking Water. The contract with MMMWC will be utilized until the SBPOA water system is fully permitted and operational after which the SBPOA will be the sole water provider for this project.

13.080 A. Setbacks.

The project meets applicable setback requirement set forth in the SBP SP (see Sierra Business Park Specific Plan Consistency section below for discussion).

13.080 B. Lighting.

Exterior lighting would consist of only lights required for safety and lot visibility from the exterior by local police or other patrols and would comply with the county’s Dark Sky Regulations. Grow areas will not have windows and all cultivation activities will take place in climate-controlled light-sealed rooms ensuring that the light produced in the grow areas will not be visible from the exterior

of the building. Please see section “2.5.3. Light and Signage” in Initial Study (Attachment 2) for more details.

13.080 C. Dust Control.

Dust control measures shall be utilized on access roads and all ground-disturbing activities shall be conducted in compliance with the Great Basin Unified Air Pollution Control District regulations, Mono County grading requirements, and will implement dust control mitigation measures from the SBP EIR.

13.080 D. Canopy Area.

BVI has provided a site plan identifying the location and square footage of all cultivation-related rooms in the proposed facility. The facility proposes a maximum of 10,000 square feet of flowering canopy area and the Conditions of Approval require that the canopy area not exceed 10,000 square feet without approval from the Mono County Planning Commission.

13.080 E. Hazardous Substances.

In no case shall any hazardous, flammable, or explosive substance be used to process or manufacture Cannabis Products on the premises unless all necessary permits have been obtained from all the appropriate agencies.

13.808 F. Closed to General Public.

Cannabis cultivation premises shall be inaccessible by the general public unless supervised by the permittee.

13.080 G. Building Use.

The proposed building is not intended for residential use, and in no case shall a residential building be used for cultivation as part of this project.

13.080 H. Energy & Quality Control.

The project proposes to install solar panels on the building rooftop to offset electrical uses during operation. Please see section “2.5.4.3. Energy Supply and Use” in the Initial Study (Attachment 2) for discussion.

The use of a unique identifier as well as inventory and quality control procedures will be analyzed as part of the Operations Permit.

SIERRA BUSINESS PARK SPECIFIC PLAN

Please click the link below to access the full text of the Sierra Business Park Specific Plan:

<https://www.monocounty.ca.gov/planning/page/sierra-business-park-specific-plan-july-2014>

The project is compatible with the purpose and objectives of the SBP SP, which seeks to provide for industrial uses while protecting the scenic resources in the region and along the Highway 395 scenic corridor. Cannabis-related industrial uses are not currently included in the SBP SP; however, an indoor cannabis cultivation facility is similar to and not more obnoxious than the uses currently approved in the SBP SP. The General Regulations 2.1 & 2.2 in the SBP SP state that in the case of the SP being silent on development standards, guidelines, or regulations, the Mono County General Plan shall prevail. As discussed above, the General Plan allows for cannabis

cultivation in I land use designations subject to Chapter 13, a use permit, and Mono County Code 5.60.

The location of the proposed project is consistent with the purpose and objectives of the SBP SP. Adequate site area exists for the proposed use and lot coverage is 58% (calculated by the amount of impermeable surface), which is well below the 80% maximum allowable coverage for lots in SBP. The indoor cultivation facility does not encroach on setbacks and provides a 25' side-yard setback on the west (exceeding the 10' SBP SP standard), 36' front-yard setback (exceeding the 20' SBP SP standard), and maintains the width of the Perimeter Maintenance Zone (PMZ) in the east and rear yard, as required. The project provides 3,347 square feet of snow storage, which is above the 2,449-square foot minimum required by the SBP Design Standards (25% of the area from which snow is to be removed). The proposed 29' 7" building height is below the 30-foot maximum building height for pitched-roof structures in SBP. The fencing and screening requirements are in compliance with SBP SP (see 13.070 G. Visual Screening discussion below).

The site plan provides 16 total parking spaces, 15 employee spaces plus one ADA-compliant space and provides proper loading areas in front of both roll-up doors. All employee parking spaces will each be 10' x 20' in size and all parking and drive areas will be paved. The site provides adequate parking and space for loading areas, if the Planning Commission finds that the project qualifies under the "other" category in Chapter 6, Parking, Table 06.010 Required Number of Parking Spaces (see Figure 5) and approves these recommended parking requirement for this project which was based on 13.070.I of the General Plan. Table 06.010 specifies the required number of parking spaces based on broad use categories; however, the proposed cannabis cultivation facility does not fit neatly into any of the existing categories. The two closest categorical matches to the proposed project are "manufacturing & industrial uses" and "warehouse, wholesale stores" which would both require 21 parking spaces for this project. However, under the "other" category in Table 06.010, which specifies that "for any uses not specifically mentioned herein, the Commission shall determine the number or amount of parking required," the cannabis regulations standard under 13.070.I. could be applied, which requires adequate parking for the maximum number of employees plus one ADA space.

FIGURE 7: TABLE 06.010 REQUIRED NUMBER OF PARKING SPACES

Bed-and-Breakfast Establishments	In MFR-H, CL or C land use designations, same as Commercial Lodging.
Car Wash	One space for each bay.
Commercial Lodging	One space per sleeping room plus one space for each two employees on largest shift.
General Retail, Services & Offices	One space for each 200 sq. ft. of gross leasable floor area. No fewer than two spaces.
Guest Parking for Mobile-Home Parks	One space for each 10 lots.
Guest Parking for Multifamily	One space for each six units, no fewer than two.
Manufacturing & Industrial Uses	Two spaces for each three employees on largest shift, not fewer than one space for each 1,000 sq. ft. of gross floor area.
Other	For any uses not specifically mentioned herein, the Commission shall determine the number or amount of parking required.
Public Assembly (e.g., churches, theaters, community centers)	One space for each four seats, no fewer than one space for each 100 sq. ft. of largest room.
Residential Unit	Two spaces per unit. Tandem parking allowed for SFR and Accessory Units.
Restaurants, Bars & Food Carts	One space for each three seats plus one space for each employee on largest shift.
Schools, Academies	Two spaces for each classroom.
Service Stations, Automobile Repair	Two spaces for each working bay plus one space for each employee on largest shift.
Warehouse, wholesale stores	One space for each 1000 sq. ft.

PUBLIC HEARING NOTICE

A public hearing notice was published in the May 30, 2019, issue of the Mammoth Times and the June 1, 2019, issue of The Sheet (Attachment 3) and was mailed to surrounding property owners within 300 feet of the proposed project. At the time of this staff report no public comment was received.

USE PERMIT FINDINGS

In accordance with Mono County General Plan, Chapter 32, Processing-Use Permits, the Planning Commission may issue a Use Permit after making certain findings.

Section 32.010, Required Findings:

1. *All applicable provisions of the Mono County General Plan 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 because:*
 - a. This project complies with all applicable provisions in of the Mono County General Plan and the SBP SP (see discussion in General Plan Consistency and Sierra Business Park Specific Plan Consistency sections above). The SBP SP is silent on cannabis uses, and therefore the General Plan prevails.

2. *The site for the proposed use related to streets and highways is adequate in width and type to carry the quantity and kind of traffic generated by the proposed use because:*
 - a. The parcel is accessed by Industrial Circle via Highway 395 and is adequate for the kind of traffic generated by the proposed use. Industrial Circle and Highway 395 are used for accessing existing industrial businesses in the Mammoth Vicinity. Parking is provided for the maximum number of employees (15) plus one ADA-compliant parking space.
 - b. The proposed project is not expected to generate significant amounts of traffic to alter existing circulation patterns or cause a nuisance for adjacent property owners.

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 because:*
 - a. The proposed use is not expected to cause significant environmental impacts or be detrimental to surrounding property. Elements peculiar to cannabis, including odors and lighting, have been analyzed through the 15183 CEQA exemption process, and have been found to have no impacts beyond the scope of mitigation measures outlined in the Mono County General Plan EIR.
 - b. The proposed project is a conforming use according to the Mono County General Plan's Land Use Element and the Sierra Business Park Specific Plan and meets the cannabis regulations of the General Plan.

4. *The proposed use is consistent with the map and text of the Mono County General Plan because:*
 - a. The proposed use is consistent with the General Plan, the Mammoth Vicinity Area Plan and the SBP SP (see discussion in the General Plan Consistency and Sierra Business Park Specific Plan sections above).
 - b. Indoor cannabis cultivation is permitted in industrial land use designations, given they meet the criteria set forth by Chapter 13 and subject to Mono County Code 5.60.
 - c. The project is located within the SBP SP and the Mammoth Vicinity Planning Area. Both the SBP SP and the Mammoth Vicinity Area encourage industrial uses within existing development areas that do not impact the scenic resources of the region or the Highway 395 scenic corridor.

ATTACHMENTS

All files are available at <https://www.monocounty.ca.gov/planning/page/bask-ventures-inc-indoor-cannabis-cultivation> or by calling 760-924-1800.

- Attachment 1: Site Plan
- Attachment 2: Initial Study (IS Appendices are posted online only)
- Attachment 3: Public Hearing Notice

MONO COUNTY

Planning Division

DRAFT NOTICE OF DECISION & USE PERMIT

USE PERMIT: UP 18-014

APPLICANT: BASK Ventures, Inc.

ASSESSOR PARCEL NUMBER: 037-260-004

PROJECT TITLE: BASK Ventures, Inc. Indoor Cannabis Cultivation

PROJECT LOCATION: 474 Industrial Circle, Mammoth Lakes, CA 93546

CONDITIONS OF APPROVAL

See attached Conditions of Approval

ANY AFFECTED PERSON, INCLUDING THE APPLICANT, NOT SATISFIED WITH THE DECISION OF THE COMMISSION, MAY WITHIN TEN (10) DAYS OF THE EFFECTIVE DATE OF THE DECISION, SUBMIT AN APPEAL IN WRITING TO THE MONO COUNTY BOARD OF SUPERVISORS.

THE APPEAL SHALL INCLUDE THE APPELLANT'S INTEREST IN THE SUBJECT PROPERTY, THE DECISION OR ACTION APPEALED, SPECIFIC REASONS WHY THE APPELLANT BELIEVES THE DECISION APPEALED SHOULD NOT BE UPHeld AND SHALL BE ACCOMPANIED BY THE APPROPRIATE FILING FEE.

DATE OF DECISION/USE PERMIT APPROVAL: June 20, 2019

EFFECTIVE DATE USE PERMIT: July 1, 2019

This Use Permit shall become null and void in the event of failure to exercise the rights of the permit within one (1) year from the date of approval unless an extension is applied for at least 60 days prior to the expiration date.

Ongoing compliance with the above conditions is mandatory. Failure to comply constitutes grounds for revocation and the institution of proceedings to enjoin the subject use.

MONO COUNTY PLANNING COMMISSION

DATED: June 20, 2019

cc: X Applicant
X Public Works
X Building
X Compliance

CONDITIONS OF APPROVAL

Use Permit 18-014/BASK Ventures Inc. Indoor Cannabis Cultivation

1. All development shall meet requirements of the Mono County General Plan, Mono County Code, and project conditions.
2. Project shall comply with Chapter 13, Cannabis Regulations.
3. The project is required to obtain a Mono County Cannabis Operations Permit pursuant to Mono County Code 5.60 and appropriate state licensing prior to commencing operation. A copy of state licenses shall be provided to the Mono County Community Development Department.
4. The project shall be in substantial compliance with the project description and the site plan (Attachment 1) of the staff report. A caretaker's unit has not been approved as part of this site plan and as such employees may not live on the premises. A future caretaker's unit may be approved pursuant to the conditions and manner described in the Sierra Business Park Specific Plan.
5. All exterior lighting must comply with Chapter 23, Dark Sky Regulations.
6. Number of employees shall not exceed 15 unless a new parking plan is approved by the Planning Commission.
7. There shall be no expansion of cannabis uses, and canopy area shall not exceed 10,000 square feet without approval from the Mono County Planning Commission.
8. Applicant must maintain active business license and tax certificate requirements.
9. Project is required to comply with requirements in the Sierra Business Park Specific Plan.
10. Construction for the project shall be contained within the boundaries of the parcel.
11. In the event of discovery or recognition of any human remains, all work shall be stopped, Mono County Community Development Department shall be notified immediately, and there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains until the coroner of the county has examined the site (California Health and Safety Code § 7050.5).
12. Project is required to comply with any requirements of the Long Valley Fire Protection District. The applicant shall provide a "will serve" letter from the Long Valley Fire Protection District indicating the FPD will provide service to the project.
13. Project is required to comply with requirements of the water system operator and the Will Serve Letters from the Sierra Business Park Owner's Association (SBPOA) and Mountain Meadows Mutual Water Company. The Mountain Meadows Mutual Water Company will be utilized until the SBPOA water system is fully operational after which the SBPOA will be the sole water provider for this project.
14. Project shall comply with all Mono County Building Division, Public Works, and Environmental Health requirements.
15. If any of these conditions are violated, this permit and all rights hereunder may be revoked in accordance with Section 32.080 of the Mono County General Plan, Land Development Regulations.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 16, 2019

Departments: Human Resources

TIME REQUIRED 5 Minutes

PERSONS APPEARING BEFORE THE BOARD Dave Butters

SUBJECT Employment Contract for Deputy District Attorney

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

Announce Fiscal Impact. Approve Resolution #R19-___, Approving a contract with Todd Graham as Deputy District Attorney III, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

FISCAL IMPACT:

Fiscal Impact: This position is funded out of the general fund. The cost for this position for the remainder of FY 2018-2019 (April 24 to June 30th) is approximately \$36,601 of which \$21,538 is salary, and \$15,063 is the cost of the benefits and is included in the approved budget. Total cost for a full fiscal year (2019-2020) would be \$199,644 of which \$117,480 is annual salary, and \$82,164 is the cost of the benefits, and is included in the 2019-2020 Recommended Budget.

CONTACT NAME: Dave Butters

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report_Employment Agreement_Todd Graham](#)

[Resolution_Employment Agreement_Todd Graham](#)

[Employment Agreement_Todd Graham](#)

History**Time**

7/12/2019 9:36 AM

7/9/2019 9:47 AM

7/10/2019 2:23 PM

Who

County Administrative Office

County Counsel

Finance

Approval

Yes

Yes

Yes



County of Mono

County Administrative Office

Dave Butters

Human Resources Director

Dave Wilbrecht

County Administrative Officer

Jay Sloane

Risk Manager

To: Honorable Board of Supervisors

From: Dave Butters, Director of Human Resources

Date: July 16, 2019

Subject: Re-Employment Agreement for Todd Graham as Deputy District Attorney III

Recommendation: 1. Announce Fiscal Impact. 2. Approve Resolution #R_____, approving a contract with Todd Graham as, Deputy District Attorney III and prescribing the compensation, appointment and conditions of said employment, and authorize the Board Chair to execute said contract on behalf of the County.

Background: Todd Graham was previously employed in the Mono County District Attorney's office from 1999 through 2013. He was rehired in April 2017 and this renewed contract continues the employment relationship as Deputy District Attorney III.

Fiscal Impact: This position is funded out of the general fund. The cost for this position for the remainder of FY 2018-2019 (April 24 to June 30th) is approximately \$36,601 of which \$21,538 is salary, and \$15,063 is the cost of the benefits and is included in the approved budget.

Total cost for a full fiscal year (2019-2020) would be \$199,644 of which \$117,480 is annual salary, and \$82,164 is the cost of the benefits.

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



R19-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS APPROVING THE EMPLOYMENT AGREEMENT OF
TODD GRAHAM**

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

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

PASSED, APPROVED and ADOPTED this 16th day of July 2019, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

John Peters, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

Agreement for Re-Employment Of Todd Graham

This Agreement is entered into this 16th day of July, by and between Todd Graham and the County of Mono.

I. RECITALS

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

II. AGREEMENT

1. The term of this Agreement shall be April 24, 2019, until April 23, 2022, unless earlier terminated by either party in accordance with this Agreement. The County shall notify Mr. Graham in writing no later than October 23, 2021, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Mr. Graham shall notify the County in writing of its breach of this provision of the Agreement and County shall be allowed 30 days from the receipt of that notice to cure the breach. If County cures the breach and notifies Mr. Graham that it does not intend to negotiate a renewal of the Agreement, then this Agreement shall terminate six months after said notification and no additional compensation or damages shall be owing to Mr. Graham as a result of the cured breach. If County does not cure the breach, then the Agreement shall automatically renew for another two years on the same terms in effect at the time of renewal.
2. Mr. Graham shall continue to be employed by Mono County as Deputy District Attorney III, serving at the will and pleasure of the District Attorney in accordance with the terms and conditions of this Agreement. Mr. Graham accepts such continued employment. The District Attorney shall be deemed the "appointing authority" for all purposes with respect to Mr. Graham's employment.
3. Mr. Graham's salary shall be \$9,790 per month. The Board may unilaterally increase Mr. Graham's compensation in its discretion at any time while this Agreement is in effect. Should a wage increase be granted under the MOU with the Mono County Public Employees (MCPE), this Agreement will be reopened for discussion and potential re-negotiation with respect Mr. Graham's salary. During such negotiations, the County shall consider and discuss the issue of increased compensation with Mr. Graham in good faith, but the County's decision whether or not to grant such additional compensation shall be final and non-appealable.

In addition, this Agreement will also be reopened within the first 30 days of the second year of the Agreement for discussion and possible renegotiation with respect to Mr. Graham's salary or any other provision of this Agreement that the parties may mutually wish to discuss. After considering and discussing such issues in good faith, the County's decision shall be final and non-appealable.

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

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

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

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

10. Notwithstanding the foregoing, Mr. Graham shall not be entitled to any severance pay in the event that the District Attorney has grounds to discipline him on or about the time he or she gives him notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in Section 2.68.230 of the County Code or any successor Code provision, as the same may be amended from time to time. Mr. Graham shall also not be entitled to any severance pay in the event that he becomes unable to perform the essential functions of his position (with or without reasonable accommodations) and his employment is duly terminated for such non-disciplinary reasons.
11. Mr. Graham may resign his employment with the County at any time. His resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Mr. Graham shall not be entitled to any severance pay or additional compensation of any kind after the effective date of such resignation.
12. Pursuant to Government Code sections 53243 Mr. Graham shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if Mr. Graham is convicted of a crime involving abuse of office or position.
13. This Agreement constitutes the entire agreement of the parties with respect to the employment of Mr. Graham.
14. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Mr. Graham's employment with the County

nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Mr. Graham's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus.

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

III. EXECUTION:

This Agreement is executed this 16th day of July 2019.

Todd Graham

THE COUNTY OF MONO

By: John Peters, Chair
Board of Supervisors

APPROVED AS TO FORM:

Stacey Simon
County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 16, 2019

Departments: Information Technology / Sheriff

TIME REQUIRED 30 minutes (15 minute presentation;
15 minute discussion)

PERSONS APPEARING BEFORE THE BOARD Nate Greenberg

SUBJECT Establishing 2-1-1 Service in Mono County

AGENDA DESCRIPTION:

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

This item would authorize staff to move forward in conjunction with the California Public Utilities Commission to engage 2-1-1 Ventura County in order to deliver 2-1-1 services in Mono County.

RECOMMENDED ACTION:

Approve and sign a letter of endorsement to 2-1-1 Ventura County indicating Mono County's interest in establishing a 2-1-1 system.

FISCAL IMPACT:

There is no cost to the County for the first three years of Disaster Only 2-1-1. Should the County be interested in continuing this service the cost to do so in years four and five would be \$5,000 each. Should the County be interested in scaling up to a full fledged 2-1-1 system a more exact quote would be needed, though the cost is expected to be approximately \$7,500 per year.

CONTACT NAME: Nate Greenberg

PHONE/EMAIL: (760) 924-1819 / ngreenberg@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Authorization Letter
<input type="checkbox"/> 211 Ventura Proposal

History

Time	Who	Approval
7/12/2019 9:37 AM	County Administrative Office	Yes
7/9/2019 9:49 AM	County Counsel	Yes
7/10/2019 2:09 PM	Finance	Yes



**INFORMATION TECHNOLOGY
COUNTY OF MONO**

PO Box 7657 | 437 OLD MAMMOTH ROAD, STE. 228 MAMMOTH LAKES, CA 93546
(760) 924-1819 • FAX (760) 924-1697 • ngreenberg@mono.ca.gov

Nate Greenberg
Information Technology Director

July 16, 2019

To Honorable Board of Supervisors
From Nate Greenberg, Information Technology Director
Subject Establishing 2-1-1 Service in Mono County

Recommendation

Approve and sign letter of endorsement to 2-1-1 Ventura County indicating Mono County's interest in establishing a 2-1-1 system.

Discussion

2-1-1 is a special abbreviated telephone number reserved in the United States and Canada as an easy-to-remember three-digit telephone number meant to provide information and referrals to health, human, and social service organizations. During times of disaster 2-1-1 call centers play a critical role in helping connect to services, resources, and information, while keeping those calls and inquiries from being directed at 9-1-1.

On September 29, 2016 the Governor signed Senate Bill 1212 into law which authorized the California Public Utilities Commission (CPUC) to expend up to \$1,500,000 to help close service gaps in 19 California counties which lack access to disaster preparedness, response, and recovery information and referral services provided through 2-1-1.

Mono County is one of the 19 California counties who lack 2-1-1 services. Over the course of the past year, Sheriff Braun and IT Director Greenberg have been working with staff from the CPUC and other California counties to determine the most appropriate and effective way to utilize the funding made available through SB 1212 and bring 2-1-1 to our County. The concept of SB 1212 is to setup a 2-1-1 network for each County which can be activated during a disaster, emergency, or other event which the County deems appropriate in order to provide information to interested parties via phone, text, or website on a 24-hour basis.

Two viable proposals for delivering this service to the remaining unserved counties have been provided by 2-1-1 Ventura County and 2-1-1 Los Angeles County. After a great deal of discussion and deliberation between the CPUC and interested counties, staff has determined that the 2-1-1 Ventura approach to service delivery and cost model best suits our needs, and was widely supported by the interested parties.

The solution proposed by 2-1-1 Ventura County, with the financial support from SB 1212, would offer the following:

- Perform the telephony switching required to implement 2-1-1 throughout Mono County
- Enroll the County into a cloud telephony platform used by 2-1-1 Ventura and five other call centers in California who provide backup coverage
- Create a dedicated Mono County database within the existing iCarol database instance used to store key information about services provided within the County, and provide access to County staff to maintain that information
- Deploy a custom publicly facing website driven off the iCarol database information to provide users with interactive access to the County's services catalog
- Implement the Unite Us coordinated assistance system to track client interactions across 2-1-1

- Provide two-way texting, SMS messaging campaigns, and 898211 short code implementation for SMS based communications and information sharing
- Provide staff within the 2-1-1 Ventura call center during any Mono County event which required 2-1-1 activation
- Provide an annual preparedness training for key Mono County personnel on management and use of the 2-1-1 system

The monies provided through SB 1212 would cover the implementation and first three years of service provided by Ventura 2-1-1 for basic, 'Disaster Only' service. This type of 2-1-1 service provides for a live call center employee to answer incoming calls only when the system has been 'activated' by the County. During other times, callers to 2-1-1 would be greeted by an automated attendant system which provides them with a menu of options to gain access to information – one being the ability to be forwarded back to a phone number in the County offices for additional live support. Alternatively, the County could opt to implement a fully fledged 2-1-1 service on top of the disaster only implementation and pay the cost difference for 2-1-1 Ventura to answer all calls.

Fiscal Impact

There is no cost to the County for the first three years of Disaster Only 2-1-1.

Should the County be interested in continuing this service the cost to do so in years four and five would be \$5,000 each. Should the County be interested in scaling up to a full fledged 2-1-1 system a more exact quote would be needed, though the cost is expected to be approximately \$7,500 per year.

Strategic Plan Alignment

Mono County Strategic Priorities

1. Improve Public Safety & Health
 2. Enhance Quality of Life for County Residents
- ⌘ 3. Fiscally Health County & Regional Economy
 - ⌘ 4. Improve County Operations
 - ⌘ 5. Support the County Workforce

IT Strategic Initiatives

- ⌘ 1. Customer Success
- 2. Infrastructure & Security
- 3. Communications
- ⌘ 4. Engaged & Empowered Users
- ⌘ 5. Usability & Access
- ⌘ 6. Data Quality & Availability



Jennifer Halferty ~ District One Fred Stump ~ District Two Bob Gardner ~ District Three
John Peters ~ District Four Stacy Corless ~ District Five

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5538 • FAX (760) 932-5531
Shannon Kendall, Clerk of the Board

July 16, 2019

Clare Margason
Director
2-1-1 Ventura County
60 Garden Court, Ste. 350
Monterey, CA 93940
clare.margason@unitedwaymcca.org

SUBJECT: Mono County endorsement of 2-1-1 Ventura County for implementation of Mono
County 2-1-1 services

Ms. Margason:

This letter is to indicate Mono County's interest in retaining the services of 2-1-1 Ventura County for the purposes of implementing disaster only 2-1-1 service for the greater Mono County area with the funding provided under Senate Bill 1212.

Further, this letter authorizes Information Technology Director Nate Greenberg and Sheriff Ingrid Braun to coordinate the implementation of these services with 2-1-1 Ventura County.

Sincerely,

John Peters
*Chair, Mono County Board of Supervisors
District 4 Supervisor*

**2-1-1 Disaster Implementation Proposal
Interface Children & Family Services
4001 Mission Oaks Blvd. Suite I, Camarillo, CA 93012
2-1-1 Ventura County, Resolution # T-16832**

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Proposal Narrative

Executive Summary

Interface Children & Family Services is prepared to support in the event of a disaster in the 19 counties of California that currently have no 2-1-1 system today. Our experience and readiness are exemplified in our local disaster related programs, our existing comprehensive state and national resource database, live support for residents via 24/7 phone and texting, a coordinated assistance system, and a publicly accessible 2-1-1 Guided Search website. All of these existing assets can be leveraged for this important disaster response project.

Interface is prepared to support this goal by:

- Assisting with the related CPUC application process and telephony switching.
- Coordinating and administering disaster system set-up, trainings and ongoing disaster preparedness activities.
- Managing and maintaining the California 2-1-1 State and National resource database.
- Updating and maintaining the associated disaster guided search website.
- Assisting residents during a disaster or emergency 24 hours a day, 7 days a week in real time via live phone and 2-way text. Interface has unique disaster experience creating automated information campaigns via text, so residents can opt in to receive updated information from 2-1-1 about disasters, emergencies, and recovery resources. Interface is recognized at the national level as the only California 2-1-1 with experience designing and running such innovative, targeted “push text” campaigns.
- Managing the coordinated disaster assistance system which provides a single point of entry for community members seeking assistance from programs offering disaster and recovery services, tracking: assistance received, application status, needs and gaps in services available, and providing critical reporting for stakeholders and funders.

Founded in 1973, the mission of Interface is to strengthen children, families, and communities to be safe, healthy, and thriving. Interface has provided information and referral services for over 40 years locally. We were the first 2-1-1 to launch in California in 2005 and began handling calls for multiple counties’ 2-1-1 services shortly after launching. Today, Interface is the lead agency and sole service provider for twenty-two 2-1-1s, providing call/text handling and six

2-1-1 Disaster Implementation Proposal
Interface Children & Family Services
4001 Mission Oaks Blvd. Suite I, Camarillo, CA 93012
2-1-1 Ventura County, Resolution # T-16832

counties with database/website management. These combined 2-1-1's cover over 13 million Californians and soon to include coverage for over 700,000 residents in the state of Illinois. We provide live phone services in English, Spanish, Vietnamese, and Cantonese through bilingual staff and in 147 additional languages through tele-interpretation services. Text services are available in English and Spanish 24/7. Interface has assisted multiple 2-1-1s in the launch of their new 2-1-1 service and successfully began fielding 2-1-1 calls from hour one. Interface also was the first to bring 2-way texting 24/7 to all 21 California counties. Our robust 2-1-1 service, seasoned through 14 years' experience, boasts some of the fastest and most consistent call handling times in the state.

Interface's 2-1-1 program is embedded in a multi-service agency with decades of experience in the range of issues that 2-1-1 callers and texters regularly inquire about: mental health services, domestic violence, homeless shelter, human trafficking, abuse treatment, youth crisis, early childhood education, and reentry from incarceration. This breadth of agency experience enables Interface to provide a broad and comprehensive cross-training and in-house expertise for many of the complex and emergent issues experienced by 2-1-1 callers/texters. Our agency operates 11 unique evidence-based practices and routinely evaluates many programs to assure their excellence and effectiveness. Our 2-1-1 program is embedded in this agency culture and reflects the breadth of whole-person care consistent with the broad scope of 2-1-1's impact in the community.

Interface 2-1-1 is deeply involved in both state and national 2-1-1 leadership. Erik Sternad, Interface Executive Director, is a former 211 CA Board Member and Treasurer, Co-Chairs the 211US Steering Committee, sits on the United Way Worldwide 211 CEO Group, and leads the National Data Systems Improvement Workgroup, tasked with an ambitious project to create a national resource database repository (now in testing phase). Once completed, this repository will be the first of its kind to catalogue and maintain the nation's entire set of health and human service resources. Mr. Sternad and Tanya Kellam, 2-1-1 Project and Resource Manager, are former California Association of Information and Referral Systems (CAIRS) Board members.

We have supported 2-1-1's across the state and nation in 24/7 2-1-1 response and during times of multiple disasters, created our state's primary database style guide, and have been commissioned by United Ways of California to assemble California's only joint State and National Resource Database. Interface is a nationally recognized 2-1-1, most recently supporting national partner 2-1-1's through multiple and at times simultaneous disasters (The Camp and Woolsey Fires, Hurricanes Florence, Irma and Harvey, the Thousand Oaks and Las Vegas Mass Casualty events, Northern California wildfires, and the devastating Thomas Fire and

2-1-1 Disaster Implementation Proposal
Interface Children & Family Services
4001 Mission Oaks Blvd. Suite I, Camarillo, CA 93012
2-1-1 Ventura County, Resolution # T-16832

resultant Montecito Mudslides in our own local communities). As co-chair of the Ventura County Long Term Disaster Recovery Group & Director of Interface 2-1-1, Kelly Brown is launching the first disaster coordinated assistance system in partnership with the Long-Term Disaster Recover Group to organize and track the case management of clients affected by disaster or mass casualty events. This system creates a single point of entry for those affected by disasters or emergencies to services from all agencies providing aid and tracks the status of applications for critical services like FEMA and SBA loans, while collecting important data points about the number of clients served and the types of needs presented by area. We will bring this passion for excellence and commitment to providing no-barrier access to health and human services to our offer of support for the 19 counties seeking 2-1-1 disaster coverage.

21 Counties Currently Covered by Interface 2-1-1	19 Proposed Disaster Only Coverage Counties
Ventura	Del Norte
Santa Barbara	Siskiyou
San Luis Obispo	Modoc
Monterey	Trinity
San Benito	Lassen
Santa Cruz	Plumas
San Mateo	Sierra
Santa Clara	Lake
San Francisco	Colusa
Marin	Sutter
Sonoma	Yuba
Napa	Placer
Solano	Amador
San Joaquin (After Hours)	Calaveras
Fresno	Alpine
El Dorado	Tuolumne
Tehama	Mono
Shasta	Inyo
Orange (After Hours)	Madera
Alameda (Database Only)	
Lake (Illinois)	

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Applicant Agreement

1. Interface 2-1-1 proposes to provide disaster only 2-1-1 service for all 19 currently uncovered counties.
2. Interface 2-1-1 has reviewed Decision 11-09-016, and Decision 03-02-029 and agrees to comply with all rules, guidelines, and instructions therein.
3. Interface 2-1-1 agrees not to accept any fees or compensation of any kind for referrals made for disaster-only 2-1-1 services.
4. Interface 2-1-1 will not charge callers for disaster-only 2-1-1 services beyond charges for local or measured rate service. No inter or intra local access and transport area (LATA) toll charges will apply to disaster-only 2-1-1 calls. There will be no charge for referrals and no paid advertisements will be heard on phone lines or viewed via internet.
5. Interface 2-1-1 agrees and understands that it can request funding from the California Teleconnect Fund accordance with Senate Bill 1212 and other commission guidelines.
6. Interface 2-1-1 will provide live answer phone and text coverage 24/7 during a declared emergency in all 19 currently uncovered counties. Call coverage will be available 24/7 to all callers regardless of language used or disability.
7. Disaster, emergency, and recovery information provided by 2-1-1 agents will be updated in real-time during the duration of the declared emergency, using information provided by the governing emergency services/providers.
8. Interface 2-1-1 will provide disaster/emergency information via live answer by a 2-1-1 Contact Specialist and will not use taped recordings or contract with a non-2-1-1 answering service. During large disaster or emergency events Interface may use the support of trusted 2-1-1 providers throughout the nation for additional capacity and will make available the same disaster/emergency related information to the supporting centers to ensure accurate and appropriate referrals are given.

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9. Disaster, emergency, and recovery database entries will be updated in real-time during the duration of the declared emergency, using information provided by the governing emergency services/providers.
10. During times of no disaster or emergency, Interface 2-1-1 will include in the Disaster Telephone IVR and Disaster Text Campaign, a recording/message that explains the purpose of the 2-1-1 service and allows for a caller or texter to report a potential disaster or emergency to the appropriate county agency.
11. Interface 2-1-1 will update the Disaster/Emergency resources in real-time during a declared disaster, and at least annually during times of no disaster/emergency.
12. During times of declared disaster, Interface 2-1-1 will follow all applicable protocols, rules, and regulations of the Federal Emergency Management Agency and all other applicable local, county, and state emergency service protocols, rules and regulations.
13. Disaster only 2-1-1 services will be provided by Interface 2-1-1, during large disaster/emergency events Interface 2-1-1 may reach out to trusted 2-1-1 providers accessed through the United Way Worldwide network system. Interface agrees that AIRS service delivery standards will be met at all times.

Assistance coordinator:

Rachel Krausman (she/her/hers) | Senior Director, 2-1-1

United Way Worldwide

P: 617.528.9864

14. Interface 2-1-1 is an AIRS accredited contact center and agrees to comply with all AIRS standards.
15. We have English/Spanish bilingual staff available 24/7 (with Vietnamese and Cantonese bilingual staff available during business hours) and we utilize tele-interpretation services if there would be a wait to speak with a bilingual staff person or if any of up to 150 other languages is needed. 2-1-1 is available through TTY,

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though the use of TTY has declined significantly over the years, with most deaf and hard of hearing callers using independent relay services or 2-way text.

16. During a declared disaster/emergency Interface 2-1-1 will provide all disaster and recovery information to the public that is provided to it by government emergency service personnel, including but not limited to:

- Shelters (animals and people)
- Feeding/food distribution
- Evacuations
- Road Closures and transportation-related issues
- Utilities (outages, reconnections)
- Hospitals and medical search for family members
- Health alerts and warnings
- School Closures and openings
- Contacting family members
- Assistance centers
- Mitigation and repairs
- Government assistance and emergency agencies
- Emergency alerts, public information support services to the jurisdiction being supported, as needed and/or as requested
- Confirmed and suspected rumors
- During an emergency, Interface 2-1-1 will follow the applicable command and control structure of the governing office of emergency services in the locale of the declared disaster.

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Technical Information

Interface 2-1-1 uses the following vendors to provide 2-1-1 services:

Telephony Switching- Exact switching costs for each area are unknown and are based by the number of switches in each county and topography. An estimate of \$5,000 per county was used as a baseline for this proposal. This estimate was made using the recent actual switching costs paid by other new 2-1-1 counties around the state. These are one-time costs.

Cloud Telephony- Interface 2-1-1 is part of the UWCA inContact business unit that includes 5 California contact centers and allows for calls to be transferred between centers easily. This is a month to month contract. Initial set-up fees for the system are \$500 per county and ongoing fees are \$1,000 per year per county.

Database Platform- Interface 2-1-1 manages 2-1-1 resources in iCarol for 13 counties and in Wellsky for 1 county. Interface 2-1-1 created and manages the only California state and national resource database in iCarol and will include the new disaster and emergency resources in the 19 disaster only coverage counties in this same iCarol database instance. Interface will coordinate with the local project liaison to identify and gather these new resources and then perform all data entry and maintenance going forward. The California State and National database is assessable to any iCarol user nationwide via request and is currently used by 7 other California contact centers. These contracts are annual. Initial set-up fees and year 1 costs for the system are \$2,000 per county and ongoing Year 2 and 3 fees are \$1,000 per year per county.

Coordinated Assistance System- Interface 2-1-1 uses the Unite Us coordinated assistance system to track client interactions from day one of an incident disaster/emergency, including needs presented, assistance received, application status, and to provide critical reporting. This coordinated assistance system allows Interface to work collaboratively with local governing emergency services/providers as well as local community-based organizations aiding those affected. Creating a single point of entry and intake form for services and allowing for organized communication between service providers. These contracts are annual. Initial set-up fees and year 1 costs for the system are \$2,000 per county and ongoing Year 2 and 3 fees are \$1,000 per year per county.

Text Messaging- Interface 2-1-1 provides 2-Way texting and designs and manages text messaging campaigns in both the EMS, 898211 short code and Community Connect Labs texting platforms. Interface 2-1-1 also has access to PIDJ, the UWCA 211211 texting campaign platform.

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These are annual contracts. Initial set-up fees for the texting system are \$500 per county and ongoing fees are \$1,000 per year per county.

Set-up and Preparedness Activities- Year 1 set-up activities will include at minimum monthly call/webinar meetings with each county to review strategy, provide updates on progress, discuss any outcome concerns as well as any changes in strategy that may affect goals. Interface will also host 2 geographically convenient in-person training sessions to introduce the 19 counties to the 2-1-1 disaster systems and provide step-by-step instructions for each of the available functions. These trainings will also be available via recorded webinar for future reference and for those that cannot attend in-person, the project coordinator will also follow-up with any counties that missed to be sure they are up to date.

Years 2 and 3, 2-1-1 will hold quarterly disaster readiness meetings with each individual partner where basic activation protocols will be reviewed, a systems check will be performed, and any new upgrades to available training materials or technology will be introduced. The third quarterly meeting will be held at 2 geographically convenient in-person full-day training sessions featuring a table top disaster exercise.

Set-up, training, and preparedness activity costs are \$40,000 Year 1, and ongoing training and preparedness fees in Years 2 and 3 are \$19,000.

Website- Interface 2-1-1 will maintain a mobile-enabled, hosted Word Press- based website, that allows the public to access available disaster/emergency/recovery resources and to search the California State and National database. Searches on this site would draw directly from the 2-1-1 California State and National resource database, with information updated in real time. This site allows for searches in any language supported by Google Translate, and will incorporate a well-tested, intuitive 'Guided Search' to assist users who may not know the specific terms for the services that could best help them. This is an annual contract. Initial set-up fees for the system are \$500 per county and ongoing fees are \$1,000 per year per county.

Other Components-

Disaster Only 2-1-1 assistance will be available to the public via the 2-1-1 dialing code, individual toll-free numbers, via 2-way text, push-text campaigns, TTY/TDD, and through a self-service Guided Search website. When a client contacts 2-1-1 via call or text, a 2-1-1 Specialist will immediately respond, assess their situation and offer appropriate referrals from the curated state and national 2-1-1 database. This process is entirely guided by the client's right to self-determination, including what s/he considers their most pressing needs and what referrals

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s/he would like to accept. The client is provided with key information for available local, state and national service providers, including a concise description of the related service, contact information for the program, program eligibility, how to access services, and hours of operation. Whenever available, three referrals are offered for each need, providing the client with options. If the person called 2-1-1, referral information can be texted to her/him as well to avoid information being noted incorrectly or being misplaced. Callers in particularly vulnerable situations will also be offered follow-up contact between 3-7 days after the initial call. During this follow-up contact, our staff will check in to see if the caller experienced barriers to service and if they need additional support. Warm transfers are offered to callers where there is a safety risk, including callers needing emergency assistance but who are unable or unwilling to contact 911.

2-1-1 Contact Center staff enter individual encounters with disaster/emergency callers and texters into the iCarol database or during recovery the coordinated assistance system. Client demographics and needs, along with referrals provided to the client by 2-1-1 and other key stakeholders are attached to the contact reports. This documentation of each interaction rolls up into aggregate reporting available in the system tracking a client's status from day one of an event. Calls are handled in the inContact hosted phone system, with reporting related to average speed of answer, length of calls, transfers, etc., available through that system.

Information and referral database – Interface 2-1-1 will bring a depth of experience with resource database work to this project. We led the state in a competitive bid process to select the iCarol database vendor, we have created the most widely used 2-1-1 resource taxonomy filter in California, led the multi-provider team that created the 2-1-1 CA iCarol Style Guide, were selected to create the 211 CA Shared Database of state and national resources, and currently manage six 2-1-1 resource databases for 14 counties. One of the biggest challenges in resource work is getting information from service providers, most of whom are stretched thin serving the community. We will partner with the local lead contacts from each county to identify new key disaster service providers and provider networks and will coordinate communication with these groups, including distributing a New Agency Application for agencies to submit information for inclusion in the database.

Following Information & Referral Standards set by the Alliances of Information and Referrals Systems (AIRS), all resource entries will be updated, at minimum, every 12 months. Annually, we use the iCarol verification process, through which a link is sent to each provider requesting an official update of their resource information. This process often involves multiple prompts and may occasionally require the local contact to leverage their local relationships to encourage

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response, but all updates can be completed online, and updated information is available immediately on the website and to callers & texters to 2-1-1. Providers who are not comfortable with an online process can also request a PDF version of their information for review or can review the information over the phone with a member of our resource team. Agencies which are then to be added to the database or to update their information can connect with our resource team at any time (regardless of the update cycle) via phone, email, or online contact. We will establish an Inclusion/Exclusion Policy (as required by AIRS best practice standards) by which these additions are reviewed to ensure they are appropriate for inclusion.

As part of resource database management, entries are also updated when they are flagged by 2-1-1 staff due to client reports that the entry information is possibly inaccurate. The information is confirmed with the service provider and updated information is available as soon as the entry has been updated online.

Disaster Response Experience- These 19 counties will become part of the family of 2-1-1 counties served through Interface. This multi-county model creates efficiencies through an economy of scale, experience in the widest array of possible 2-1-1 calls & texts, and the ability to maintain a depth of staffing that would not be possible for 2-1-1's serving only one or two counties. We have experience ramping up as needed to field thousands of calls during active disaster and emergency responses for fires, floods, mudslides, mass casualties, hurricanes, etc. During active disaster events 2-1-1 provides support to emergency services and the local VOAD by providing evacuation area and road condition information, shelter location and capacity tracking, rumor control, water and air quality updates, town hall dates and times, local assistance center and disaster resource center locations, and connections to available transportation, hotel accommodation, food and gas vouchers. While also supporting the disaster recovery process and the Long-Term Recovery Group by creating and maintaining information on available recovery funding sources, application instructions, deadlines, donations, volunteers, mental health support, city and county planning contacts, and other vital resources the community needs access to after disaster. Having these resources updated and available from 2-1-1 24/7, via phone, text, or web supports local emergency services providers by reducing the number of calls to their offices and tracking each interaction with community members reaching out for assistance throughout the entire event. Our Coordinated Assistance System provides a single intake point for recovery clients and allows local programs providing assistance to communicate with each other and track a client's progression throughout the recovery process and delivers clear up to date reporting on current needs and gaps in services available.

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As SB 1212 funds are focused on disaster/emergency only coverage, this proposal assumes that the 2-1-1 resource database will focus on resources available for disaster and emergency needs only. However, we actively promote and support work toward the goal of 100% 2-1-1 coverage in the state of California and would enthusiastically support the development of full 2-1-1 services in these 19 counties. If there is interest in establishing 2-1-1 service in these areas, a project can be established to support this once the desired goals are identified. Our 2-1-1 center has the most experience in the state in providing consultation to, and working creatively with, similar regional expansion opportunities.

Service delivery model – Interface 2-1-1 is a fully functioning 2-1-1 local lead agency and multi-county service provider via singular and multi-county contracts. The Interface 2-1-1 Contact Center is in a secured facility in Camarillo, California, chosen specifically for its features to meet the unique needs of our 2-1-1 center. We encourage all partners to visit the Contact Center at their convenience to become knowledgeable with the site, our many carefully developed site characteristics all designed to assure uninterrupted 2-1-1 service to our many county partners and their communities. Call handling and texting are provided at the Contact Center 24 hours a day, 7 days a week. In the event of a local disaster, or facility system challenge, we also have mobile systems and three back up locations at geographically diverse sites across Ventura County. Selecting a contact center that is not in the immediate vicinity of the area experiencing a disaster or emergency event also provides critical geographic separation and resultant disaster resiliency. Local or even regional disaster impacts in these 19 areas will not affect Interface’s ability to provide uninterrupted service, due to our tested business continuity features.

Within the 2-1-1 Contact Center, 2-1-1 Specialists handle calls and texting, while our Resource teams manage the build out and maintenance of resource databases. The Project Team roles out pilot projects. These three teams (Contact Center, Resource, and Project) are supported by 2-1-1 Supervisors and 2-1-1 Managers, with the 2-1-1 Director overseeing the department. This structure creates a depth of redundancy, capacity, support, and expertise on which the counties we serve can rely.

Local Contact – While most 2-1-1 functions can occur remotely, we have found it is important to have a “local face of 2-1-1” in each county we serve. This contact is an employee of the local lead agency and can promote the 2-1-1 service, maintain contact with Interface, local service providers and funders when needed, attend local disaster related collaborative meetings, make

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presentations related to 2-1-1 work, and generally keep 2-1-1 in front of key stakeholders before a disaster or emergency event occurs. In our 13 years of 2-1-1 experience with many county partners, this program model has shown itself to be the most effective model to both start-up and maintain public support for a 2-1-1 service.

Reporting - Method for reporting is noted following each requirement below in *italics*:

- Number of unique visitors utilizing the developed 2-1-1 website: *Tracked through iCarol reporting*
- The number of 2-1-1 calls answered during an event and the answer times for those calls: *Calls presented and handled, and answer times are tracked through inContact telephony system. Number of disaster/emergency, calls or texts are tracked in the coordinated assistance system and reporting is based on call reports entered for each contact.*
- The city/region of callers accessing Disaster related 2-1-1 services: *Tracked in the coordinated assistance system and reporting is based on reports entered for each contact.*
- Demographic data of callers including gender, age, ethnicity, language, etc.: *Tracked in the coordinated assistance system and reporting is based on reports entered for each contact.*
- Types of services or needs for which the caller was seeking assistance: *Tracked in the coordinated assistance system and reporting based on reports entered for each contact, as the caller's needs are linked to each contact report.*

Funding streams - Experience establishing and securing additional funding streams - Interface has secured a broad array of funding for 2-1-1 within Ventura County, which has consistently endured for many years. We have been called upon to consult with many other California 2-1-1's, and even national 2-1-1's on our unique strategies for securing a broad base of funding for 2-1-1. We can share successful methods of securing funding for standard 2-1-1 call handling, text response, as well as unique service add-on's such as for homeless single point of entry, push-text services, early learning screenings, food assistance and volunteer income tax assistance programs. While Interface does not propose to take the lead with securing additional funding streams, we believe our years of experience will prove very helpful to the 19 counties in their pursuit of additional funding streams for 2-1-1 service.

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Project Action Plan and Timeline

Months 1-6

Our implementation strategy for supporting the disaster only 2-1-1 service for all 19 currently uncovered counties is focused on supporting the CPUC's goal of providing emergency and recovery information and referral service as quickly as possible. To this end, initial implementation work will begin with extensive resource identification and database entry and establishing systems to support phone, text, online, and disaster case management services. Interface will also implement a temporary toll-free phone number and text keyword campaign by which any of the 19 counties can get support for disasters that may occur before their 2-1-1 application and switching processes are complete. Interface will also assist each of the 19 counties to move through the telephony switching and expedited CPUC 2-1-1 designation application process. Working with each of the 19 county contact agencies to organize and facilitate monthly call/webinar meetings to review strategy, provide updates on progress, discuss any outcome concerns as well as any changes in strategy that may affect goals. Reimbursement for staffing & switching costs or any fees associated with the set-up activities incurred by each county has been included in the attached budget.

Months 6-12

As each county launches Interface will assist with an individualized marketing campaign to promote public awareness of the 2-1-1 disaster response system availability. This will include the creation of the county 2-1-1 logo, marketing material templates, social media ads, and when requested travel to each area for launch event support. Reimbursement costs for marketing and launch activities incurred by each county has been included in the attached budget.

Interface 2-1-1 will host 2 geographically convenient in-person training sessions to introduce the 19 counties to the 2-1-1 systems and provide step-by-step instructions for each of the available functions. These trainings will also be available via recorded webinar for future reference and for those that cannot attend in-person, the project coordinator will also follow-up with any counties that missed the in-person training to be sure they are also up to date. These Year 1 initial trainings will serve as the first of 3 annual in-person disaster/emergency 2-1-1 preparedness meetings, where Interface will work through a mock disaster response tabletop exercise and introduce all stakeholders to the available 2-1-1 disaster response systems. Reimbursement costs for travel and training incurred for each county has been included in the attached budget.

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Years 2-3

Interface 2-1-1 will hold quarterly disaster readiness meetings with each individual partner where basic activation protocols will be reviewed, a systems check will be performed, and any new upgrades to available training materials or technology will be introduced. The third quarterly meeting will be held at 2 geographically convenient in-person full-day training sessions featuring a table top disaster exercise. Reimbursement costs for travel and training incurred by each county has been included in the attached budget.

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Cost Proposal

<u>BUDGET</u>					
			Year 1	Year 2	Year 3
Staff	Salary	FTE	Expense	Expense	Expense
CPO	140,000	0.05	7,000	7,210	7,426.30
Director	84,000	0.05	4,200	4,326	4,455.78
Manager	70,000	0.05	3,500	3,605	3,713.15
Resource Coordinator	39,520	1.00	39,520	40,706	41,926.77
Project Specialist	37,440	1.00	37,440	-	-
Contact Specialist	35,360	2.00	70,720	72,842	75,026.85
Total Salaries		4.15	162,380	128,688	132,549
Fringe Benefits 0.23			37,347	29,598	30,486
Total Staff Expenses			199,727	158,286	163,035
Non Staff Expenses \$7500/FTE			31,125	31,125	31,125
Total Direct Expenses			230,852	189,411	194,160
Indirect .15			34,628	28,412	29,124
Total Expenses			265,480	217,823	223,284
Travel/Preparedness, Training			38,000	19,000	19,000
Switching Costs			95,000	-	-
Set-up activities and marketing			95,000	47,500	47,500
Travel/Preparedness, Training (Interface)			40,000	19,000	19,000
Telephony System			28,500	19,000	19,000
Database System			38,000	19,000	19,000
Case Management System			38,000	19,000	19,000
Text Messaging System			28,500	19,000	19,000
Website			28,500	19,000	19,000
Grand Total			694,980	398,323	403,784

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References/2-1-1 Partners

The following references can speak to our experience supporting out of area 2-1-1 services through call/text handling, database management, and disaster response.

Larry Olmstead

President & CEO

United Way of Northern California

2280 Benton Drive, Building B

Redding, CA 96003

(530) 241-751

lolmstead@norcalunitedway.org

Clare Margason

Director 2-1-1

United Way Monterey County

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Monterey, CA 93940

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Kelly Batson

Vice President, Program Operations

United Way Bay Area

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Patricia Keelan

President & CEO

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Shannon Vanskike

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Pete Manzo

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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 16, 2019

Departments: Social Services

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

**PERSONS
APPEARING
BEFORE THE
BOARD**

Michelle Raust, Social Services;
Marine Corps Representatives

SUBJECT MOU between Marine Corp and
Mono County Related to Social
Services

AGENDA DESCRIPTION:

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

Memorandum of Understanding between the Marine Corps Mountain Warfare Training Center and County of Mono, Social Services, describing the terms and conditions that the parties agree to comply with in order to receive, maintain, and collaborate on mutually supportive services to protect endangered children, and preserve, and strengthen families.

RECOMMENDED ACTION:

Authorize David Wilbrecht, Interim CAO, to execute the MOU on behalf of the County of Mono.

FISCAL IMPACT:

There is no fiscal impact related to the signing of this MOU.

CONTACT NAME: Michelle Raust, Program Manager

PHONE/EMAIL: 760/924-1758 / mraust@mono.ca.gov

SEND COPIES TO:

Michelle Raust, Social Services office mraust@mono.ca.gov

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

History

Time

Who

Approval

7/12/2019 9:46 AM	County Administrative Office	Yes
7/12/2019 9:46 AM	County Counsel	Yes
7/12/2019 9:47 AM	Finance	Yes

MEMORANDUM OF UNDERSTANDING
BETWEEN
MARINE AIR GROUND TASK FORCE TRAINING COMMAND
MARINE CORPS AIR GROUND COMBAT CENTER
TWENTYNINE PALMS, CALIFORNIA
AND
COUNTY OF MONO CHILD PROTECTIVE SERVICES

M33611-19GTC-007

Subj: CHILD PROTECTIVE SUPPORT SERVICES

Ref: (a) 42 United States Code section (§) 5101
(b) 20 United States Code section (§) 1412
(c) 18 United States Code section (§) 5001
(d) CA Penal Code, Part 4, Title 1, Chapter 2, Article 2.5
(e) CA Welfare and Institutions Code, Division 2, Part 1, Chapter 2,
Article 6, 300.1
(f) SecNavInst 1752.3B
(g) MCO 1754.11
(h) DoDI 4000.19

Encl: (1) Acronyms and Definitions

1. Background. This Memorandum of Understanding (MOU) is entered into pursuant to governing regulations; including, but not limited to references (a) through (e), United States and California laws and Department of Defense (DoD) regulations. The MCMWTC authority to provide protection for children of military families is limited by the lack of a federal judicial framework in which the status of children may be adjudicated, and when appropriate, judicially managed remedies may be mandated. The Naval Criminal Investigative Services (NCIS) and the Criminal Investigation Division (CID), therefore, rely upon the courts of the State of California to exercise their authority, where necessary, in cases of abused and neglected children of military families on the installation, per references (a), (b), and (c). The exercise of state authority, as is contemplated by this MOU, will not undermine federal sovereignty.

2. Purpose

1. This MOU contains terms and conditions that the Mono County Child Protective Services (hereinafter referred to as CPS) and the Marine Corps Mountain Warfare Training Center (MCMWTC), Bridgeport, CA, hereinafter referred to as "MCMWTC", agree to comply with in order to receive, maintain, and collaborate on mutually supportive services to protect endangered children, preserve, and strengthen families.

2. By entering into this Understanding, CPS and MCMWTC are not establishing a contractual relationship with each other. CPS is not acting as an agent for MCMWTC or the federal government when performing services under this MOU; and, MCMWTC is not acting as an agent for CPS or the State of California, for which CPS is a representative, when performing services under this MOU.

3. Per references (a), (b), and (c), the state of California has jurisdiction over cases of child abuse and neglect occurring on MCMWTC. The civil jurisdiction held by the state of California will not undermine federal sovereignty.

Subj: CHILD PROTECTIVE SUPPORT SERVICES

3. Understanding of the Parties

a. MCMWTC will:

(1) Ensure Family Advocacy Program (FAP) personnel, and other mandated reporters comply with child abuse and neglect reporting requirements in accordance with federal and state laws relating mandated reporters operating in the State of California.

(2) Mandated reporters will make an initial report by telephone immediately or as soon as is practicably possible, and prepare and send, fax, or electronically transmit a written follow up report within 24 hours. If the alleged perpetrator is military personnel, MCMWTC shall immediately notify Marine Corps Air Ground Combat Center (MCAGCC) Provost Marshal Office (PMO) if the report did not originate with the PMO.

(3) Report incidents to CPS, coordinate with NCIS and PMO as appropriate; and conduct follow-up actions with CPS on all reported cases.

(4) Report incidents to civilian law enforcement, Mono County Sheriff's Office (MCSO), if the child welfare situation involves a civilian and/or if the situation occurs off the installation.

(5) Obtain a Release of Information (ROI) document, prior to sharing information about Service members and their adult dependents (i.e., spouses) to CPS. This exchange of information shall be limited to information that pertains specifically to the reported incidents, information from assessments of risk and protective factors, and information that shall contribute to the development of a treatment plan including progress in treatment.

(6) Ensure command representatives and FAP personnel provide relevant casework information to CPS once an ROI is secured.

(7) Initiate client intake, biopsychosocial evaluation, and case management activities on the installation. Care shall include, but is not limited to:

(a) Treatment plans and services; and/or referral to appropriate civilian community resources when installation services are not available.

(b) Parenting education.

(c) Participate as needed in the CPS Multidisciplinary Team Meetings to ensure coordination of reporting and resourcing.

(d) Defer investigative activities to CPS, including interviews of involved parties and all forensic evaluations. MCMWTC will only conduct interviews after CPS has completed their interviews and determined that FAP's interviews will not impede or otherwise interfere with CPS' investigative responsibilities. MCMWTC will respect that CPS is the final decision maker.

(8) Allow CPS to conduct investigations without interference such as interviewing children and family members who are involved or witnesses to incidents of child abuse.

Subj: CHILD PROTECTIVE SUPPORT SERVICE

(9) Shall coordinate CPS' participation with the MCAGCC FAP Social Services Assistant to ensure CPS's involvement in discussions relating to shared families.

(10) Inform CPS of Clinical Case Staff Meetings (CCSM) wherein families that are working with both FAP and CPS will be discussed.

(11) Ensure all military and military-sponsored social service resources are available to eligible beneficiaries of the Department of Defense (DoD) health care system. In all cases involving child abuse and neglect of children of military families, MCMWTC will integrate treatment resources into CPS or court-mandated treatment plans.

(8) Inform CPS of all emergency and non-emergency medical care required for the treatment of injuries resulting from child abuse and neglect when completing suspected child abuse reports.

(9) Provide supporting documentation to CPS for Mono County's administrative and Child Abuse Central Index grievance procedures hearing. This will include, but not be limited to, documentary evidence relating to any child abuse and neglect allegation(s) relating to an alleged perpetrator stationed on the installation.

(10) Ensure the cooperation of all military officials with CPS personnel.

(11) Ensure CPS personnel and social workers on official business with appropriate state or county identification, are allowed access to the installation and the Coleville family housing. CPS personnel are not required to explain the specific details and/or the name of the family.

(12) When FAP timelines differ from CPS timelines, FAP clinician may request an immediate response from the CPS social workers, stating the reasons for an immediate response. However, CPS remains the primary decision maker in determining the response timeline for any given situation.

(13) Ensure that the FAP clinician functions as a liaison between CPS and the installation commander. In this capacity, the clinician shall limit its information sharing to current risk and safety concerns, status of the family/service member (e.g., pending Permanent Change of Station (PCS)/ End of Active Service (EAS), leave and Temporary Assigned Duty's, training commitments), treatment recommendations and progress, and any other conditions that might impact a family's ability to cooperate with treatment.

(14) Shall ensure that all staff, volunteers, and/or subcontractors performing services under this MOU comply with state and federal privacy act regulations. MCMWTC shall immediately notify Mono County CPS of any suspected or actual breach of confidential information as further detailed in the requirements.

b. CPS will:

(1) Investigate and evaluate all Suspected Child Abuse Reports (SCAR) related to MCMWTC personnel in accordance with Child Abuse and Neglect Reporting Act (CANRA), reference (d). CPS shall cross report to the MCMWTC

Subj: CHILD PROTECTIVE SUPPORT SERVICE

Police Department any SCAR's involving active duty MCMWTC personnel as the primary offender. The MCMWTC Police Department will then report to NCIS.

(2) Make the final determination as to the type of response and response time of all SCARs involving MCMWTC personnel, based upon county and state-mandated protocols for assessing safety and risk.

(3) Coordinate with the designated MCMWTC PMO when conducting investigations and interviews, in circumstances where the alleged perpetrator is an active duty MCMWTC personnel, and where the child abuse allegations are criminal in nature requiring simultaneous investigations on the part of CPS and law-enforcement.

(4) If, pursuant to applicable law, CPS determines a child of a military sponsor needs to be detained and removed from a residence in the military housing unit in Coleville, CPS shall inform the PMO and request assistance in the removal and/or enforcement of the court order or detention warrant. If the child abuse incident involves a civilian parent and/or if the alleged suspect is military personnel who resides off the Installation, CPS will notify MCSO as the lead law enforcement agency.

(5) Attempt to obtain an ROI from military personnel and their adult dependents to facilitate an exchange of information between MCMWTC and CPS related to the needs of the family in relation to treating and preventing issues related to child abuse and neglect.

(6) The assigned CPS social worker, with an appropriate ROI signed by the parents (in cases involving military personnel), shall keep FAP managers informed of outcomes of investigations, identify necessary services for families, and coordinate visitation schedules and case management services.

(7) With a signed ROI from the parent(s), the assigned CPS Social Worker shall ensure that the FAP case manager is provided information resulting from their investigation that might impact decisions made by the Incident Determination Committee. This information includes the results of interviews and assessments that document the presence or absence of abusive behaviors on the part of the alleged offender(s).

(8) The assigned CPS social worker shall cooperate with on-base investigations. With a signed ROI from the parent(s), CPS will inform the CCSM of case summaries regarding cases involving military personnel for presentation at CCSMs at least once a month (see section "I" below).

(9) Ensure that a social worker represent CPS at CCSM meetings. This person will provide verbal reports on new and on-going cases on a regularly scheduled basis to assure the consistent and timely exchange of information. The CPS CCSM representative shall:

(a) Participate in the discussion of ongoing cases of child abuse and neglect and provide summaries of the family's progress or lack thereof.

(b) Provide information regarding any new investigations (who, what, where, when).

Subj: CHILD PROTECTIVE SUPPORT SERVICE

(c) Provide historical information regarding previous incidents of Child Abuse and Neglect to help the CCSM in risk assessment.

(d) Help determine treatment and plan of services to meet needs of the family.

(e) Provide recommendation to facilitate the Marine Corps determination of whether a case meets criteria for Child Abuse and Neglect in accordance with service procedures and guidelines.

(10) CPS shall maintain jurisdiction and overall responsibility for coordinating with the Juvenile Court and for preparing and presenting the court case, in the event a matter is involved with Mono County Juvenile Court.

(11) With an ROI signed by the parent(s), CPS shall notify and keep FAP informed of all on-and off-Installation child abuse and neglect cases involving military personnel and/or beneficiaries where continuing services are needed. (Military beneficiaries are the dependents of active duty that are entitled to medical treatment facilities and similar military sponsored benefits). FAP will document the case, provide services in conjunction with CPS, and coordinate with NCIS or PMO as appropriate.

(12) When CPS determines that the presence of civilian law enforcement is required for a child abuse investigation (because the situation involves a civilian who is residing on the Installation) CPS shall contact MCSO and then notify PMO (if not already on scene) that this request has been made.

(13) CPS will ensure the lawful cooperation of all CPS staff providing services under this MOU and designated to work with MCMWTC in accordance with this MOU.

(14) With an ROI signed by the parent(s), CPS will inform FAP of Multidisciplinary Team meetings and child and family team meetings that involve military families.

c. MCMWTC and CPS Mutually Agree:

(1) To establish mutually satisfactory methods and forms for the exchange of such information as may be necessary in order that each party may perform its duties and functions under this MOU. Appropriate procedures shall be established to ensure all information is safeguarded from improper disclosure in accordance with applicable State and Federal laws and regulations.

(2) To ensure the well-being of the child(ren) and family during the intake process with every new SCAR by avoiding duplicative interviewing and medical examinations wherever possible. When CPS is involved in the investigation of allegations of child abuse and neglect, MCMWTC shall defer all investigative activities, including forensic interviewing, to CPS.

(3) That CPS will maintain primary responsibility for the assessment of non-criminal child abuse investigations conducted under the provisions of this MOU. MCMWTC shall ensure NCIS and CID are advised of any allegation of criminal acts of child abuse and/or neglect reported to civilian law

Subj: CHILD PROTECTIVE SUPPORT SERVICE

enforcement in keeping with legal mandates and the "joint jurisdiction" status of MCMWTC.

(4) When a report of child abuse or neglect indicates that there is serious physical injury, serious deterioration, or sexual abuse of the child, and that removal may be required to protect the child, the investigation shall be conducted as a joint effort between CPS and the appropriate law enforcement agencies which may include the need of a detention warrant. MCMWTC and CPS will cooperate and exchange information within 24 hours.

(5) Medical information derived from the examination of a child will be shared with civilian and military law enforcement agencies with a signed ROI by the child's parent or caretaker. In the event that the parent or caretaker refuses to sign the ROI form or is unavailable to sign the consent form, MCMWTC will honor the orders of the Juvenile Court Judge regarding the release of information.

(6) CPS will coordinate with FAP, but will maintain primary responsibility for developing and implementing family maintenance and family reunification plans. This responsibility extends to all cases where the child is placed in the custody of CPS or the parents have been court-ordered to participate in family services. MCMWTC is primarily responsible for all other on-installation cases. Either agency may delegate all or a portion, of the treatment program to each other upon mutual understanding.

(7) To protect from unauthorized use or disclosure, names and other identifying information concerning persons receiving services pursuant to this MOU, except for statistical information not identifying any participant. CPS and MCMWTC shall not use or disclose any identifying information for any other purpose other than carrying out the obligations under this MOU, except as may be otherwise required by law. This provision will remain in full force and effect even after the termination of the MOU.

(8) To ensure information shared between each party is restricted to contact information, military status (e.g., pending PCS/EAS, incarceration), risk and safety factors, past child welfare history, treatment recommendations, medical needs of the child(ren), and progress in treatment.

d. Child Abuse Reporting Requirements. By entering into this Understanding, the parties agree to the following:

(1) Every military member and civilian employee of MCMWTC are expected to report information about known or suspected cases of child abuse and neglect to the reporting point of contact (RPOC) and maintain strictest confidence of reporting information in accordance with reference (f). Reporting parties shall remain confidential.

(2) Ensure all known or suspected instances of child abuse and neglect are reported to the appropriate law enforcement or CPS agency as mandated by CANRA and other references (d), (e), and (f). This responsibility shall include:

(a) Develop and implement procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child

Subj: CHILD PROTECTIVE SUPPORT SERVICE

abuse. The mandated reporting party, to whom it is reported, will ensure that the incident is reported to the appropriate agency.

(b) Implement community education programs will be implemented to inform the military community of the nature of child abuse and family violence, reporting procedures, and services available to assist with detection and treatment.

(3) Mandated reporters among both parties will comply with reporting laws and regulations. Individuals providing professional FAP and Substance Abuse Program services at MCMWTC, who are sanctioned by DoD to provide these professional services, will be considered the equivalent of the appropriate license. Sanctioned persons will be required to report to the RPOC per the categories specified in CANRA, reference (d).

(4) All records pertaining to CPS, which include, but are not limited to, investigation reports, assessments, and medical and psychological results provided by MCMWTC and CPS under this MOU shall be available for examination for a period of three years, but any portions thereof that are legally required to remain confidential shall so remain. MCMWTC agrees to hold as separate and confidential, any records generated or received from CPS which do not pertain to this MOU and aren't subject to review. Military records related to individuals served under this MOU shall be retained locally by MCMWTC and made available to CPS personnel by the appropriate records custodian, Patient Administration Division. MCMWTC and CPS will provide reasonable advance notice when requesting case records.

5. General Provisions

a. Point of Contact (POC). The following POC's shall be used by the Parties to communicate in the implementation of this MOU. Each Party may change its POC upon reasonable notice to the other Party.

(1) MCMWTC

Primary: ALLEN K. SACKETT
Manager, Family Advocacy Program
Behavioral Health Branch
Marine and Family Services Division
Marine Corps Community Services
Installation Support Division
COM: (760) 830-4068
Email: allen.sackett@usmc.mil

Alternate: ROBERT A. SHIMCOCK
Head, Behavioral Health Branch
Marine and Family Services Division
Marine Corps Community Services
Installation Support Division
COM: (760) 830-8283
Email: Robert.Simcock@usmc.mil

Subj: CHILD PROTECTIVE SUPPORT SERVICE

(2) CPS

Primary: KATHY PETERSON
Director
Mono County Department of Social Services
COM: (760) 924-1763
Email: kpeterson@mono.ca.gov

Alternate: MICHELLE RAUST
Program Manager
Mono Country Department of Social Services
COM: (760) 924-1758
Email: mraust@mono.ca.gov

b. Correspondence. All correspondence and notices pursuant to this MOU shall be addressed to:

(1) MAGTFTC, MCAGCC

Primary: MANAGER,
ATTN: FAMILY ADVOCACY PROGRAM
MCAGCC BOX 788100
TWENTYNINE PALMS, CA 92278-8100

Alternate: COMPTROLLER
ATTN: SUPPORT AGREEMENTS MANAGER
MCAGCC BOX 788100
TWENTYNINE PALMS, CA 92278-8108

(2) CPS

Primary: DIRECTOR
ATTN: MONO COUNTY DEPARTMENT OF SOCIAL SERVICES
452 OLD MAMMOTH ROAD
SIERRA CENTER MALL, 3RD FLOOR
MAMMOTH LAKES, CA 93456

Alternate: PROGRAM MANAGER
ATTN: MONO COUNTY DEPARTMENT OF SOCIAL SERVICES
452 OLD MAMMOTH ROAD
SIERRA CENTER MALL, 3RD FLOOR
MAMMOTH LAKES, CA 93456

6. Funding. A determination has been made that this MOU does not involve a procurement action within the purview of the Federal Acquisition Regulations and that no federal appropriated or non-appropriated funds shall be used.

7. Modification of MOU. This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representatives. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto. The Director of Mono County Department of Social Services is authorized to execute non-substantive changes on behalf of the County of Mono. This MOU shall be reviewed annually on or around the anniversary of its effective date, and triennially in its entirety.

Subj: CHILD PROTECTIVE SUPPORT SERVICE

the County of Mono. This MOU shall be reviewed annually on or around the anniversary of its effective date, and triennially in its entirety.

8. Disputes. Any disputes relating to the MOU shall, subject to any applicable law, Executive Order, directive, Instruction, or Order, be resolved by consultation between the Parties.

9. Termination of Understanding. This MOU may be cancelled at any time by mutual consent of the Parties concerned. The MOU may also be terminated by either Party upon giving 60 days written notice to the other Party. The CPS Director, or his or her designee, is authorized to exercise CPS rights with respect to any termination of this MOU. The Installation Commander, or his or her designee, has authority to terminate this MOU on behalf of MCMWTC.

10. Transferability. This MOU is not transferable except with the written consent of the Parties.

11. Entire Understanding. It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding services to be rendered by between parties including all covenants, conditions, and benefits.

12. Effective Date. This MOU takes effect beginning on the day after the last Party signs.

13. Expiration Date. This MOU expires six years from the date of the last signature.



K. H. HUTCHISON, COL, USMC
Commanding Officer
MCMWTC
Bridgeport, CA

Dated: MAY 20, 2019

DAVE WILBRECHT
County Administrative Officer
Mono County Administration
Mammoth Lakes, CA

Dated: _____



Mono County Risk Manager

APPROVED AS TO FORM:
C.E. VALLA
Mono County Counsel Office
Dated: 5/30/2019

ACRONYMS AND DEFINITIONS

1. ACRONYMS

a. CACI, Child Abuse Central Index. A tool for California state and local agencies to help protect the health and safety of California's children. The Attorney General administers the Child Abuse Central Index, which was created by the Legislature in 1965. The index contains information related to substantiated cases of physical abuse, sexual abuse, mental/emotional abuse, and/or severe neglect of a child. Information on file in the Child Abuse Central Index includes: Names and personal descriptors of the suspects and victims listed on reports, reporting agency that investigated the incident, name and/or number assigned to the case by the investigating agency, and type(s) of abuse investigated.

b. CANRA, Child Abuse and Neglect Reporting Act. The statutes (Penal Code §§ 11164 through 11174.3) that pertain to the guidelines for the reporting requirements to the Department of Justice and the dissemination of Child Abuse Central Index information to authorized agencies.

c. CASA, Child And Spouse Abuse Central Registry. The data repository owned by the Department of Defense in which the determinations made by the Incident Determination Committee (see letter I below) are recorded for statistical and background investigation purposes.

d. CAAHL, Child and Adult Abuse Hotline. Phone number: 800-340-5411.

e. CCSM, Clinical Case Staff Meeting. A multi-disciplinary meeting designed to review alleged incidents of child and spouse abuse for the purpose of identifying appropriate interventions and clinical issues which might be relevant to client success.

f. CID, Criminal Investigative Division. A subdivision of the USMC Provost Marshal's Office, responsible for investigating crimes against children and providing investigative assistance to local, state, and federal agencies as deemed appropriate.

g. CPS, Child Protective Services. A state or county agency that is responsible for the intake, investigation, and management of child abuse and neglect cases.

h. DoD, Department of Defense.

i. EAS, End of Active Service.

j. FAP, Family Advocacy Program. A social work branch of the Department of the Navy and Marine Corps that is primarily responsible for child abuse and neglect and other incidents involving military personnel and their families. This branch is the local point of contact. Family Advocacy responsibilities include prevention, clinical intervention services, case management, and recording of such incidents.

k. IDC, Incident Determination Committee. The administrative process by which relevant incident information is compared to a decision making algorithm to determine if allegations of abuse meet the Department of Defense definitions of intimate partner and child maltreatment.

l. MCAGCC, Marine Corps Air Ground Combat Center. A Marine Corps installation, located in 29 Palms, California which provides MCMWTC administrative support for community programs.

m. MCSO, Mono County Sheriff's Office. The local law enforcement agency for Mono County covering the MCMWTC installation as well as the Coleville military housing complex. Because many military personnel live off the installation in Mono County's jurisdictional areas, MCSO will be called to respond in child abuse and neglect cases that occur when an alleged suspect is a civilian.

n. MCMWTC, Marine Corps Mountain Warfare Training Center located in Bridgeport, California.

o. MOA, Memorandum of Agreement.

p. MDT, Multidisciplinary Team Meeting. As per Welfare and Institutions Code §18961.7, a county may establish a child abuse multidisciplinary personnel team to allow provider agencies to share confidential information in order for provider agencies to investigate reports of suspected child abuse or neglect. Any team of two or more persons who are trained in the prevention, identification, or treatment of child abuse and neglect cases and who are qualified to provide a broad range of services related to child abuse.

q. NCIS, Naval Criminal Investigative Service. NCIS investigates felony level criminal activity within the Navy and Marine Corps, which involves active duty service members and family members or DoD civilians and contractors assigned to the DoN.

r. PCS, Permanent Change of Station (being transferred to one duty station to another).

s. PMO, Provost Marshal's Office. Primary law enforcement agency aboard a USMC installation which facilitates initial response, investigative action, and referral to other agencies, as appropriate.

t. ROI, Release of Information. Document giving an agency or business the consent to release confidential information.

u. RPOC, Reporting Point of Contact.

v. SAP, Substance Abuse Program.

w. SW, Social Worker.

x. TAD, Temporary Assigned Duty. A service member's temporary assignment away from their primary duty station. For example, a service member assigned to MCMWTC being sent to Quantico, Virginia for training.

y. WIC or W&I Code, Welfare and Institutions Code. Legal statutes pertaining to the delivery and administration of child protective services.

2. DEFINITIONS

a. Child Abuse and Neglect. Acts of physical, emotional, and sexual abuse and neglect to a person under the age of 18 years by a person who is responsible for a child's welfare or an employee of a facility responsible for the child. Child abuse and neglect is defined at the federal level under the Child Abuse Prevention and Treatment Act (CAPTA) and in more detail by individual states' criminal and civil statutes. In California, child abuse and neglect are defined in Penal Code sections 11164-11174.3 and Welfare and Institutions code 300 (a - j).

b. Installation. For the purposes of this document, the term "installation" is meant to refer to both the military installation proper and the Coleville family housing area.

c. Warrant. A document authorizing law enforcement agencies to interview or detain individuals for the purpose of investigation. CPS may be required to seek an interview warrant if a parent objects to their child being interviewed. In the absence of parental consent, CPS cannot remove a child without first obtaining a court order or detention warrant. The execution of an interview or detention warrant on a military installation requires the assistance of the PMO and notification to the Staff Judge Advocate.



MONO COUNTY SOCIAL SERVICES

P.O. BOX 2969, MAMMOTH LAKES, CALIFORNIA 93546-2969
(760) 924-1770 • FAX (760) 924-5431

Kathryn Peterson
Director
(760) 924-1763
kpeterson@mono.ca.gov

To: Board of Supervisors

From: Mono County Department of Social Services

Date: July 12, 2019

Re: Memorandum of Understanding (MOU) between the Marine Corps Mountain Warfare Training Center and County of Mono, Social Services, Child Welfare Services.

Recommended Action:

Authorize David Wilbrecht, Interim CAO, to execute the MOU on behalf of the County of Mono.

Fiscal Impact:

None.

Discussion:

When reports of suspected child abuse involve parents who are Marines, Mono County Child Welfare Services must work closely with the law enforcement branch of the Marine base (Provost Marshal's Office) and the Marine Family Advocacy Program (FAP) in order to investigate allegations and deliver preventative and supportive services to families.

In order for each agency's role to be clearly defined, and in order to prevent duplication of services on behalf of children, FAP Program Manager, Allen Sackett, along with Mono County County Counsel's Office and Department of Social Services staff developed a Memorandum of Understanding to guide the working relationship between agencies.

The purpose of the MOU is to ensure that each agency's unique mandates and authorities do not come into conflict with one another, but rather, collaborate in the best interest of Marine families who are an important part of the Mono County community.

The MOU describes the terms and conditions that the parties agree to comply with in order to receive, maintain, and collaborate on mutually supportive services to protect endangered children, and preserve, and strengthen



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 16, 2019

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, Dave Wilbrecht, Dave Butters, Janet Dutcher, and Anne Larsen. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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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 July 16, 2019

TIME REQUIRED

SUBJECT Closed Session - Public Employment

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

PUBLIC EMPLOYMENT. Government Code section 54957. Title: County Administrative Officer (CAO).

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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No Attachments Available

History

Time

Who

Approval



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 16, 2019

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: *The People of the State of California and County of Mono, et al. v. Los Angeles Department of Water and Power, et al.*, Mono County Sup. Ct. No. 10088.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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No Attachments Available

History

Time	Who	Approval
7/12/2019 9:36 AM	County Administrative Office	Yes
7/9/2019 8:34 AM	County Counsel	Yes
7/10/2019 2:26 PM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 16, 2019

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.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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History

Time	Who	Approval
7/12/2019 9:36 AM	County Administrative Office	Yes
7/11/2019 4:26 PM	County Counsel	Yes
7/12/2019 9:05 AM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 16, 2019

Departments: Public Works

TIME REQUIRED 20 minutes

SUBJECT Civic Center Update

**PERSONS
APPEARING
BEFORE THE
BOARD**

Tony Dublino, Director of Public Works

AGENDA DESCRIPTION:

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

Update by Tony Dublino on the County's Civic Center project at 96 Thompsons Way in Mammoth Lakes.

RECOMMENDED ACTION:

None. Informational only.

FISCAL IMPACT:

None. Informational only.

CONTACT NAME: Tony Dublino

PHONE/EMAIL: 760.932.5459 / tdublino@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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Staff Report

History

Time	Who	Approval
7/12/2019 9:36 AM	County Administrative Office	Yes
7/11/2019 4:25 PM	County Counsel	Yes
7/11/2019 4:25 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: July 16, 2019
To: Honorable Chair and Members of the Board of Supervisors
From: Tony Dublino, Director of Public Works
Subject: Mono County Civic Center – Monthly Update

The following information is intended to inform the Board and the public about the current status of the Civic Center project.

Current Status

Permit Submittals and Issuance

Package 3 of 3 was submitted and is currently undergoing final revisions. The revised submittal is expected to be delivered by early August. This third and final package details the interior components of the building and the landscaping and site plans for the surrounding areas.

Construction

As of the time of this writing, the concrete footings and slab are 100% complete. The concrete wall panels have been formed, inspected and are now being poured. By today's date, the concrete wall panels will be 100% poured and are curing in place. The tilt-up of the wall panels is expected the week of July 22. The month of August will involve the installation of underground utilities, the steel roof and second floor trusses and decking, and final site grading.

Construction Manager

The County has executed a contract with Vanir Construction to provide additional construction management support on an as-needed basis. The purpose is for additional technical support reviewing and critiquing proposed designs as compared to the initial project proposal, as well as monitoring pay applications and other budgetary matters for consistency with the contract documents.

Interagency Coordination

As additional phases of plans are submitted, the County project team continues to reach out to Town staff, MLFD and MCWD for additional reviews, comments and approvals.

MCWD Infrastructure Improvements

The County continues to coordinate with MCWD and the Town on the County's plan to improve MCWD infrastructure by replacing an existing water main with an 8" water main

through newly established easements in the future alignment of Tavern Road and Thompson Way. In addition to developing the easements and construction plans in accordance with MCWD standards, MCWD is requiring the County to enter into a Development Agreement to establish details on the infrastructure design, and to establish financial assurances to ensure the improvements are made to MCWD specifications. This Agreement and related easements are expected to be on a Board agenda in the coming weeks.

Parking and Coordination with the Hospital Master Plan

The County has recently met with representatives from the Southern Mono Healthcare District (SMHD) and the Town of Mammoth Lakes to discuss the SMHD Master Plan for the adjacent property and identify opportunities where the County's project can provide the highest benefit to all future users of the Civic Center complex. Accommodating for future connections to shared utility infrastructure, as well as locating shared multi-use paths will reduce future impacts to County infrastructure, while maximizing the benefit of current construction efforts.

Based on discussions so far, County staff is drafting an easement to be considered by the SMHD that will provide the framework for landscaping the southern property boundary and allow for parking spaces that will comply with Town guidelines. The easement will be presented at a future meeting of the SMHD Board of Directors.

Design

The Package 3 submittal has created the most significant comments and refinements from our internal staff. Relatively minor revisions like the number of data outlets in a given office, the location of access control doors and cameras, soundproofing specifics and window installations have all been the subject of comments and scrutiny. Individually minor in scope, there have been a significant volume of such comments in this package.

Budget and Estimate

Budget continues to be a major focus of this project. The most recent budget meeting was last week, on Thursday July 11th. The current project estimate is \$21,671,432.

The total includes a contingency of \$655,000, so if the contingency is removed, the project is (estimated) over budget by \$516,432.

As the project moves forward, there are fewer areas of budget risk. At this point most of the work is either under contract, or there are bids in hand. There is remaining possibility that certain areas could be influenced by unknowns, or changes, but those areas are decreasing with every completed item. At this time, all significant parts of the work have been either bid or contracted.

Value Engineering

Staff has made a handful of design decisions on the project in an effort to reduce costs, such as the elimination of a full-fledged security system (motion sensors, cameras, etc). These past decisions have been included in the above budget estimate.

Currently, staff is considering other items such as a composite shingle roof versus a metal standing seam roof, which would yield a savings of approximately \$130,000. Although a

metal roof would arguably last longer, composite shingle presents less risk of snow shedding, which is viewed as a benefit. The adjacent Mammoth Police Department has composite shingle roofing.

Another item being considered are the windows, and whether they will be operable or fixed. The potential cost savings is approximately \$150,000. Staff has polled Departments for feedback and expects a consultant to be present at today's meeting to provide some background on how this decision will impact the operational efficiency of the building.

Combined, these items represent a potential savings of \$280,000 which would reduce the (estimated) budget overage to \$236,000. Staff would appreciate Board thoughts and/or direction on these items, as the Board desires.

Schedule

The project remains 2 weeks behind the mainline schedule. Inclement weather during the month of May caused delays in the schedule that have not been fully recovered. Nonetheless, there remains confidence that continuing good weather will allow the crews to catch back up to the mainline schedule, and confidence remains that the building will be 'dried in' by October.

The scheduled date for substantial completion of the project remains February 2020.

If you have any questions regarding this item, please contact Tony Dublino at tdublino@mono.ca.gov (760) 932-5459.

Respectfully submitted,



Tony Dublino / Director of Public Works