



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.

Teleconference Only - No Physical Location

Regular Meeting April 21, 2020

TELECONFERENCE INFORMATION:

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

Important Notice to the Public Regarding COVID-19

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

1. There is no physical location of the meeting open to the public. You are strongly encouraged to observe the live stream of the Board of Supervisors meetings at http://monocounty.granicus.com/MediaPlayer.php?publish_id=759e238f-a489-40a3-ac0e-a4e4ae90735d
2. If you wish to make a comment on a specific agenda item before the meeting, please submit your comment via email by 5:00 p.m. on the day prior to the Board meeting. Please submit your comment to the Deputy Clerk of the Board Scheereen Dedman at sdedman@mono.ca.gov. Every effort will be made to read your comment into the record, but comments longer than 250 words may not be read due to time limitations. All comments will be made a part of the record. Please make sure to submit a separate email for each item that you wish to comment upon.
3. If you are watching the live stream of the Board meeting and wish to make either a general public comment or to comment on a specific agenda item as it is being heard, please submit your comment, limited to 250 words or less, to the Deputy Clerk of the Board Scheereen Dedman at sdedman@mono.ca.gov. Every effort will be made to read your comment, but comments longer than 250 words may not be read due to time limitations. All comments will be made a part of the record. Please make sure to submit a separate email for each item that you wish to comment upon.

Board Members will participate from a teleconference location.

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

ON THE WEB: You can view the upcoming agenda at <http://monocounty.ca.gov>. If you would like to receive an automatic copy of this agenda by email, please subscribe to the Board of Supervisors Agendas on our website at <http://monocounty.ca.gov/bos>.

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

9:00 AM Call meeting to Order

Pledge of Allegiance

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

on items of public interest that are within the subject matter jurisdiction of the Board. (The clerk will read comments received via email at this time.)

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. Authorization to Apply for Grant Funds in Support of Household Hazardous Waste Programs

Departments: Public Works - Solid Waste

(Justin Nalder) - Proposed Resolution authorizing the application for Household Hazardous Waste Grant funds through CalRecycle for a period of five years.

Recommended Action: Adopt proposed Resolution R20-___. Authorizing the application for Household Hazardous Waste Grant funds through CalRecycle for a period of five years.

Fiscal Impact: No general fund impact. Amount of grant funds unknown at this time. Any grant funds received will directly offset expenses incurred.

B. Behavioral Health Advisory Board Appointments

Departments: Board of Supervisors

Mono County Behavioral Health Advisory Board Appointments. The mission of the Behavioral Health Advisory Board (BHAB) is to support individuals by promoting recovery, self-determination, and wellness in all aspects of life. The Board advises and evaluates the various functions and policies of the Behavioral Health Department that are under the direction of the Behavioral Health Director

and jurisdiction of the Mono County Board of Supervisors (BOS).

Recommended Action: Make the following re-appointments to the Mono County Behavioral Health Advisory Committee: Carolyn Balliet and Ingrid Braun to three-year terms. Each term expires January 31, 2022. Make the following appointments to the Mono County Behavioral Health Advisory Board: Dirk Addis, Rolf Knutson, and Matthew O'Connor to three-year terms; each term expires January 31, 2023. Antonio Caligiuri to fill a vacancy that expires January 31, 2022.

Fiscal Impact: None.

6. CORRESPONDENCE RECEIVED

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

A. Application for Alcoholic Beverage License - Mono Market

An application to the State of California Department of Alcoholic Beverage Control for Alcoholic Beverage License by Monomarket, Inc. doing business as Mono Market located on Main Street, Lee Vining, CA., 93541.

B. Hunewill Ranch Conservation Easement

The State of California Wildlife Conservation Board will consider an allocation of a grant to the Eastern Sierra Land Trust to assist in its acquisition of a conservation easement over 4,100 acres of land for preservation and enhancement of wildlife habitat located in the Bridgeport area of Mono County. See the attached letter for the Assessor's Parcel Numbers and additional details.

C. Inyo - Mono 4-H Road Runner Newsletter Spring 2020

The Inyo-Mono 4-H Road Runner Newsletter for Spring 2020.

7. REGULAR AGENDA - MORNING

A. Reimbursement of Election Costs

Departments: Elections

10 minutes

(Shannon Kendall) - Invoice for the Mammoth Lakes Fire Protection District for partial reimbursement of measure on the March 3, 2020 ballot.

Recommended Action: Approve invoice to the Mammoth Lakes Fire Protection District as prepared by the Elections Official.

Fiscal Impact: Expense reimbursement in the amount of \$13,318.41 will be coming back to the County general fund.

B. Approval of Letter to Governor Newsom in Support for All-Mail November Election

Departments: Elections

10 minutes

(Shannon Kendall, Registrar of Voters) - Approval of letter to Governor Newsom, advocating for an All-Mail Ballot November Election and asking that Elections Officials have flexibility on the provision of "in-person" services on election day.

Recommended Action: Approve and authorize Chair Corless to sign a letter to Governor Newsom in support of conducting the November Presidential Election as an "all-mail" ballot election and in support of allowing the Registrar of Voters to have flexibility in determining how best to offer any required "in person" voting services.

Fiscal Impact: None.

C. Proposed Resolution Temporarily Allowing Cannabis Delivery within the Unincorporated Area of Mono County

Departments: Community Development

10 minutes

(Wendy Sugimura) - Proposed resolution temporarily allowing cannabis delivery within the unincorporated area of Mono County.

Recommended Action: Adopt proposed resolution. Provide any desired direction to staff.

Fiscal Impact: None.

D. Civic Center Update

Departments: Public Works

20 minutes

(Tony Dublino, Director of Public Works; Nate Greenberg, IT Director) - Weekly update on the County's Civic Center project at 1290 Tavern Road, and efforts to transition from other Mammoth locations into the Civic Center as of June 1, 2020.

Recommended Action: None; Informational only.

Fiscal Impact: None.

E. Conway Ranch Annual Operations Plan

Departments: Public Works - Solid Waste

25 minutes

(Justin Nalder) - Presentation by Justin Nalder, Solid Waste Superintendent / Environmental Manager regarding the 2019 Annual Report and 2020 Annual Operations Plan for Conway Ranch, as required by the Conservation Easement with Eastern Sierra Land Trust for Conway Ranch.

Recommended Action: Receive presentation and provide input to staff regarding the 2019 Annual Report and the 2020 Annual Operations Plan for Conway Ranch. If desired, provide direction to staff regarding projects described in the 2020 Plan that require further County or Board action, including entry into leases or licenses for use of the property.

Fiscal Impact: No fiscal impact.

F. Mono County Bridge Capital Improvement Program

Departments: Public Works

20 minutes

(Kalen Dodd) - Presentation by Kalen Dodd regarding 5-year bridges capital improvement program for the 44 bridges and large culvert crossings which the County is responsible for maintaining.

Recommended Action: Receive presentation on 5-Year Bridge Capital Improvement Program. Provide any desired direction to staff.

Fiscal Impact: The 5-Year Bridge Capital Improvement Program totals \$3,487,000. The projects identified for FY 2020-2021 and FY 2021-2022 will be funded by the Road Maintenance and Rehabilitation Account (RMRA) and included in the upcoming SB1 RMRA project list and the budget process. Future projects will be funded with RMRA and Federal Highway Bridge Program (HBP) grant funding.

G. Mono County Civic Center Top Lift Asphalt Paving – Contract Award

Departments: Public Works

5 minutes

(Garrett Higerd) - Contract award for the Mono County Civic Center Top Lift Paving Project.

Recommended Action: Identify Spiess Construction Co., Inc. as the responsible bidder submitting the lowest responsive bid in response to the Invitation for Bids for the Mono County Civic Center Top Lift Asphalt Paving Project (“Project”); 2) approve and authorize Public Works Director to execute a contract with Spiess Construction Co., Inc. for the Project in an amount not to exceed \$172,580.00 (Base Bid and Bid Alternate A); 3) authorize the Public Works Director, in consultation with County Counsel, to administer that contract, including making minor amendments to said contract from time to time as the Public Works Director may deem necessary, and issue change orders to the

contract in accordance with Public Contract Code §20142, in an amount not to exceed \$17,258.00 per change order, provided such amendments and change orders do not substantially alter the scope of work, do not cause spending on the project to exceed the budgeted authority, and are approved as to form and legality by County Counsel.

Fiscal Impact: There is approximately \$185,000 surplus available in the Civic Center (193-3250) budget that could be applied to this portion of the project.

H. Community Development Block Grant 2020 Application

Departments: Finance

30 minutes

(Megan Mahaffey) - Consider approval of a grant application for the Community Development Block Grant (CDBG) competitive program in response to the 2020 Notice of Funding Availability (NOFA) for the following activities: Homeownership Assistance, Tenant Based Rental Assistance, Public Service and Planning Technical Assistance. The Housing and Community Development Competitive Program portion of the CDBG 2020 NOFA has a deadline of June 1, 2020.

Recommended Action: Approve resolution R20-__ for submittal of a grant application to the Housing and Community Development Competitive Program of the CDBG 2020 NOFA.

Fiscal Impact: Mono County is eligible to apply for up to \$3.5 million in CDBG funding for Community Development activities. Staff recommendations include an application for \$700,000 for Housing Assistance, \$300,000 for Tenant Based Rental Assistance, \$310,000 for Public Service and \$250,000 for Planning Technical Assistance.

I. HOME 2018 Award Revised Resolution Allowing for Tenant Based Rental Assistance

Departments: Finance

15 minutes

(Janet Dutcher) - Because of the COVID -19 Public Health Emergency, the State Department of Housing and Community Development is allowing all 2018 HOME awardee's to add tenant based rental assistance to their current contracts as an allowed use. The approval of the revised resolution allows for the addition of Tenant Based Rental Assistance to the current HOME Standard Agreement and will allow for use of \$500,000 grant award on either First Time Homebuyer Assistance or Tenant Based Rental Assistance.

Recommended Action: Approve Resolution 20-__ , authorizing the re-submittal of the 2018 HOME Investment Partnerships Program resolution to include the addition of a tenant based rental assistance program for awarded funding and execution of a Standard Agreement and amendments thereto and of any related documents necessary to participate in the HOME Investment Partnerships

Program to fund the Mono County Tenant Based Rental Assistance and First Time Homebuyer Program.

Fiscal Impact: Allow for the HOME 2018 award of \$500,0000 to be used on First Time Homebuyer Program and Tenant Based Rental Assistance Program, increasing the pool of participants benefiting from this award and a greater likelihood the County will spend all of its award before the award deadline.

J. Amendment to Employment Agreement with Robert C. Lawton

Departments: County Counsel

5 minutes

(Stacey Simon, County Counsel) - Amendment to employment agreement with Robert C. Lawton to reflect appointment as Acting County Administrative Officer.

Recommended Action: Announce Fiscal Impact. Adopt Resolution #R20-___, approving an amendment to the employment agreement of Robert C. Lawton. Authorize the Board Chair to execute said contract amendment on behalf of the County.

Fiscal Impact: The contract amendment increases annual compensation by \$34,827 (\$30,900 is salary, \$3,927 is benefits). The cost associated with the remainder of FY 2019-20 is \$7,256 (\$6,438 is salary, \$818 is benefits). There is sufficient remaining budget at this time to cover the increased costs.

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

on items of public interest that are within the subject matter jurisdiction of the Board. (The clerk will read comments received via email at this time.)

9. CLOSED SESSION

A. Closed Session - Human Resources

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

B. Closed Session - Public Employment

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

C. Closed Session - Existing Litigation

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of cases: (1) *People of the State of California et al. v. Los Angeles Department of Water and Power et al.*, (Mono County Superior Court No. 10088); and (2) *County of Mono et al. v. Los Angeles Department of Water and Power et al.*, (Alameda Superior Court Case No. RG18923377).

D. 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: Five.

E. Closed Session - Real Property Negotiations

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: 452 Old Mammoth Road, Mammoth Lakes. Agency negotiators: Dave Wilbrecht and Shields Richardson. Negotiating parties: Mono County and 452 OM RD., Investors, LLC. Under negotiation: Price and terms of lease.

F. 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. (The clerk will read comments received via email at this time.)

11. REGULAR AGENDA - AFTERNOON

A. Scheduling and Processing of Planning Applications

Departments: Community Development
15 minutes

(Wendy Sugimura) - As requested at the April 14 meeting, review planning projects expected to come before the Board in the near future. A description of upcoming projects is contained in the staff report.

Recommended Action: Provide direction to staff to modify processing procedures given the COVID-19 situation and define the type(s) of project(s)

subject to these modifications, or take no action and instead direct staff to continue to follow standard procedures and timelines.

Fiscal Impact: None at this time.

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 April 21, 2020

Departments: Public Works - Solid Waste

TIME REQUIRED

PERSONS APPEARING BEFORE THE BOARD Justin Nalder

SUBJECT Authorization to Apply for Grant Funds in Support of Household Hazardous Waste Programs

AGENDA DESCRIPTION:

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

Proposed Resolution authorizing the application for Household Hazardous Waste Grant funds through CalRecycle for a period of five years.

RECOMMENDED ACTION:

Adopt proposed Resolution R20-___. Authorizing the application for Household Hazardous Waste Grant funds through CalRecycle for a period of five years.

FISCAL IMPACT:

No general fund impact. Amount of grant funds unknown at this time. Any grant funds received will directly offset expenses incurred.

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
Staff Report
Resolution

History

Time	Who	Approval
4/16/2020 5:48 PM	County Administrative Office	Yes

4/15/2020 4:29 PM

County Counsel

Yes

4/16/2020 10:50 AM

Finance

Yes



**MONO COUNTY
DEPARTMENT OF PUBLIC WORKS
SOLID WASTE DIVISION**

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

April 21, 2020

To: Honorable Board of Supervisors

From: Justin Nalder, Solid Waste Superintendent

Re: Resolution authorizing application for Household Hazardous Waste Grants for a Period of Five Years

Discussion:

The county operates an active Household Hazardous Waste (HHW) program at each transfer station and at Benton Crossing Landfill. These programs provide a vital service to county by collecting, storing and ultimately disposing of HHW at no charge to residents.

The program is continually in need of investments and improvement, and the State has identified funding for such efforts, which are provided through the “HD” grant cycles. The proposed resolution will allow the County to continue and submit for these important grant opportunities as needs arise and resources are made available.

Please contact me with any questions or concerns related to this submittal.

Regards,

Justin Nalder
Solid Waste Superintendent



R20-__

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
AUTHORIZING AN APPLICATION TO CALRECYCLE
FOR LOCAL GOVERNMENT HOUSEHOLD HAZARDOUS WASTE GRANTS,
FOR A PERIOD OF FIVE YEARS**

WHEREAS, the people of the State of California have enacted Assembly Bill 1220 (Eastin, Statutes of 1993, Chapter 656), which provides grants to local governments to establish and implement waste diversion and separation programs to prevent the disposal of hazardous waste, including household hazardous waste, in solid waste landfills; and,

WHEREAS, CalRecycle has been delegated the responsibility for administering the Local Government Household Hazardous Waste Grant, which includes procedures governing the application by, and payment to, eligible cities and counties, and permits Authorizing Resolutions for periods up to five years; and,

WHEREAS, if awarded a Grant during the five year period, the County of Mono will be required to enter into a Grant Agreement with CalRecycle for implementation of said grant; and,

WHEREAS, funds made available to the County of Mono through previous grants administered by CalRecycle have been instrumental in raising public awareness and establishing the infrastructure necessary to operate a safe and efficient household hazardous waste collection program.

NOW, THEREFORE, BE IT RESOLVED that the Mono County Board of Supervisors authorizes the Director of the Mono County Department of Public Works, or his designee, to

1 submit applications on behalf of the County of Mono to CalRecycle for a Local Government
2 Household Hazardous Waste Grant, for a period of five years.

3 **BE IT FURTHER RESOLVED** that the Director of the Mono County Department of
4 Public Works, or his designee, is hereby authorized and empowered to execute all related
5 grant documents necessary to secure grant funds, implement the approved grant project, and
6 perform grant reporting, subject to approval as to form by County Counsel.
7

8
9 **PASSED, APPROVED and ADOPTED** this _____ day of _____, 2020,
10 by the following vote, to wit:

11 **AYES:**

12 **NOES:**

13 **ABSENT:**

14 **ABSTAIN:**

15
16
17
18 _____
19 Stacy Corless, Chair
20 Mono County Board of Supervisors

21 **ATTEST:**

22 **APPROVED AS TO FORM:**

23
24 _____
25 Clerk of the Board

26 _____
27 County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 21, 2020

Departments: Board of Supervisors

TIME REQUIRED

SUBJECT Behavioral Health Advisory Board
Appointments

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Mono County Behavioral Health Advisory Board Appointments. The mission of the Behavioral Health Advisory Board (BHAB) is to support individuals by promoting recovery, self-determination, and wellness in all aspects of life. The Board advises and evaluates the various functions and policies of the Behavioral Health Department that are under the direction of the Behavioral Health Director and jurisdiction of the Mono County Board of Supervisors (BOS).

RECOMMENDED ACTION:

Make the following re-appointments to the Mono County Behavioral Health Advisory Committee: Carolyn Balliet and Ingrid Braun to three-year terms. Each term expires January 31, 2022. Make the following appointments to the Mono County Behavioral Health Advisory Board: Dirk Addis, Rolf Knutson, and Matthew O'Connor to three-year terms; each term expires January 31, 2023. Antonio Caligiuri to fill a vacancy that expires January 31, 2022.

FISCAL IMPACT:

None.

CONTACT NAME: Scheereen Dedman

PHONE/EMAIL: 7609325538 / sdedman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
No Attachments Available

History

Time

Who

Approval

4/16/2020 5:48 PM	County Administrative Office	Yes
4/15/2020 4:45 PM	County Counsel	Yes
4/15/2020 1:30 PM	Finance	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 21, 2020

TIME REQUIRED

SUBJECT Application for Alcoholic Beverage
License - Mono Market

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

An application to the State of California Department of Alcoholic Beverage Control for Alcoholic Beverage License by Monomarket, Inc. doing business as Mono Market located on Main Street, Lee Vining, CA., 93541.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Application](#)

History

Time

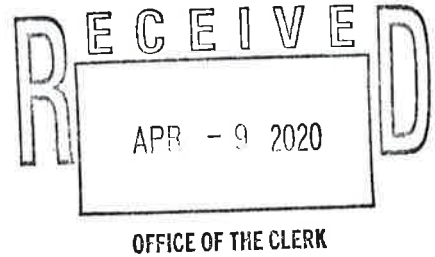
Who

Approval

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)
ABC 211 (6/99)

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

File Number: **616282**
Receipt Number: **2632726**
Geographical Code: **2600**
Copies Mailed Date: **April 6, 2020**
Issued Date:



DISTRICT SERVING LOCATION: **BAKERSFIELD**
First Owner: **MONOMARKET, INC.**
Name of Business: **MONO MARKET**
Location of Business: **MAIN ST
LEE VINING, CA 93541**
County: **MONO**
Is Premises inside city limits? **No**
Mailing Address:(If different from premises address) **44447 PALO VERDE ST
LANCASTER, CA 93536-8404**

Census Tract: **0001.02**

Type of license(s): **21**
Transferor's license/name: **350694 / MONO MARKETS AND MANAGEMENT**
Dropping Partner: Yes No

<u>License Type</u>	<u>Transaction Type</u>	<u>Master</u>	<u>Secondary LT And Count</u>		
21 - Off-Sale General	PER	Y			
<u>License Type</u>	<u>Transaction Description</u>	<u>Fee Code</u>	<u>Dup</u>	<u>Date</u>	<u>Fee</u>
Application Fee	STATE FINGERPRINTS	NA	2	04/06/20	\$78.00
Application Fee	PERSON TO PERSON TRF	NA	0	04/06/20	\$1,250.00
Application Fee	FEDERAL FINGERPRINTS	NA	2	04/06/20	\$48.00
21 - Off-Sale General	ANNUAL FEE	NA	0	04/06/20	\$814.00
Total					\$2,190.00

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

STATE OF CALIFORNIA County of **MONO**

Date: **April 6, 2020**

Applicant Name(s)

MONOMARKET, INC.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 21, 2020

TIME REQUIRED

SUBJECT Hunewill Ranch Conservation
Easement

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

The State of California Wildlife Conservation Board will consider an allocation of a grant to the Eastern Sierra Land Trust to assist in its acquisition of a conservation easement over 4,100 acres of land for preservation and enhancement of wildlife habitat located in the Bridgeport area of Mono County. See the attached letter for the Assessor's Parcel Numbers and additional details.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> Letter</p>

History

Time	Who	Approval
4/16/2020 5:49 PM	County Administrative Office	Yes
4/15/2020 4:55 PM	County Counsel	Yes
4/15/2020 5:05 PM	Finance	Yes



GAVIN NEWSOM, Governor
NATURAL RESOURCES AGENCY
DEPARTMENT OF FISH AND WILDLIFE
WILDLIFE CONSERVATION BOARD
Mailing Address: P.O. Box 944209
Sacramento, California 94244-2090
www.wcb.ca.gov
(916) 445-8448
Fax (916) 323-0280

Mono County Board of Supervisors
P.O. Box 715
Bridgeport, CA 93517

4/13/2020

HUNEWILL RANCH CONSERVATION EASEMENT
MONO COUNTY
PROJECT ID: 2016131

Dear Board Members:

The California Department of Fish and Wildlife (CDFW), through the Wildlife Conservation Board (WCB), is involved in a land acquisition program focused on the long-range protection and enhancement of habitat for fish and wildlife. CDFW identifies sites considered for acquisition in response to public interest, legislative mandate and departmental goals.

I am writing to advise you that WCB will consider the allocation of a grant to the Eastern Sierra Land Trust to assist in its acquisition of a conservation easement over 4,100± acres of land for the preservation and enhancement of wildlife habitat located in Mono County and identified as Assessor's Parcel Nos. 006-230-001-000, 010-030-001-000, 010-070-001-000, 010-070-004-000, 010-070-007-000, 010-060-013-000, 010-060-014-000, 010-060-016-000, 010-060-024-000, 010-060-026-000, 010-170-002-000, 010-170-003-000, 010-170-004-000, 010-170-005-000, 010-170-006-000, 010-170-008-000, 011-020-024-000 and 011-050-018-000. The proposal is scheduled to be presented at the May 20, 2020, Board meeting. An electronic copy of the preliminary agenda is available for your review at www.wcb.ca.gov under News and Announcements. A more complete description of each proposal will be contained in the final meeting Agenda, which will be available at www.wcb.ca.gov ten days prior to the Board meeting.

We would also like to inform you that a portion of the property involved in this project is encumbered by a Land Conservation Contract under the Williamson Act. WCB's proposed grant is to assist the Eastern Sierra Land Trust in the acquisition of a conservation easement for the purposes of providing habitat protection and to maintain historical agricultural practices. The property will remain in private ownership and continue as a working ranch; consequently, the agricultural intent of the Land Conservation Contract will still apply.

If you have any questions about this proposal or need additional information, please feel free to contact me at (916) 445-0137.

Sincerely,

DocuSigned by:

FFB2B729029842B...
John P. Donnelly
Executive Director

Mono County Board of Supervisors
Hunewill Ranch Conservation Easement
Project ID: 2016131
Page 2

Enclosure(s)

cc: The Honorable Andreas Borgeas

The Honorable Franklin Bigelow

ec: Leslie MacNair, Regional Manager
CDFW, Inland Deserts Region (6)

Susanna Danner, Land Conservation Program Director
Eastern Sierra Land Trust
susanna@eslt.org

Mono County Board of Supervisors
Hunewill Ranch Conservation Easement
Project ID: 2016131
Page 3

The Honorable Andreas Borgeas
Member of the Senate
State Capitol, Room 3082
Sacramento, CA 95814-4900

The Honorable Franklin Bigelow
Member of the Assembly
State Capitol, Room 4158
P.O. Box 942849
Sacramento, CA 94249-005

Susanna Danner
Eastern Sierra Land Trust
P.O. Box 755
Bishop, CA 93515
susanna@eslt.org



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 21, 2020

TIME REQUIRED

SUBJECT Inyo - Mono 4-H Road Runner
Newsletter Spring 2020

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

The Inyo-Mono 4-H Road Runner Newsletter for Spring 2020.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Newsletter](#)

History

Time

Who

Approval

HEAD • HEART • HANDS • HEALTH

Inyo-Mono 4-H Road Runner Newsletter

Spring 2019

March 26, 2020

A letter from Callie



University of California
Agriculture and Natural Resources
4-H Youth Development Program

Dear Inyo & Mono County 4-Her's,

I know that the last few weeks have been challenging, and I wanted to thank you for your patience as we try to figure out the best way to move forward. I am working on different ways to continue our projects, and our program while working from home. Please check your emails, I will try not to send too many emails, but I will be keeping you updated through email, our county Facebook page, and through your leaders. As of writing this newsletter, the dates listed for events are still good, but as we have learned, anything can change.

Be on the look out for:

- Facebook Live projects
- Record Book Workshops on YouTube (that will hopefully be added to our county website.)
- Projects on YouTube
- Daily activities shared on our Facebook page.

Thank you & Stay safe & Wash your Hands,

Callie Peek



Important Dates:

May 17 - Livestock Field Day, Lone Pine FFA Farm, 1:00pm

May 17 - Ethics and Quality Assurance Training, Lone Pine FFA Farm, 2:30pm

May 19, 21, 26 - Record Book Workshop, 4-H Office, 3:30-4:30

May 23 - Mule Day's Parade Magazine Sales 9:00am

June 24-27 - Junior Livestock Show & Auction, Tri-County Fairgrounds

Important! Please Read:

Livestock Field Day

May 17, 2020 at 1:00

Lone Pine FFA Farm



**Mandatory for all 4-H members wanting to show at the
Junior Livestock Show & Auction**

Mini Members are not required to attend, but are always welcome to participate.

RSVP if you are not able to attend event.

Make-up assignments will assigned to all member who do not attend.

Livestock Field Day is MANDATORY for all 4-H members showing or selling an animal at the Junior Livestock Show and Auction.

Unable to attend 4-H Livestock Field Day?

You must call the 4-H office by Thursday, May 14th to excuse yourself. Each 4-H member who does not attend Livestock Field Day but wishes to show an animal at the Livestock Show will receive an alternative assignment. 4-H members who do not RSVP to the 4-H office prior to the event will have additional requirements added to their assignment.

If you do not attend Livestock Field Day and do not complete an alternative assignment you will not be eligible to show your animal at the Junior Livestock Show and Auction.

Questions? Call the 4-H Office at 760-873-7854.

First time attending the 4-H Livestock Field Day? Here is what you get to look forward to!

Registration: 12:45-1:00

Judging: will start promptly at 1:10pm and conclude around 2:30pm. Judging classes will include Market Lambs, Market Swine, Market Steers, Meat Rabbits.

When you arrive, you'll be assigned to a group with a leader. You must stay with your group the entire afternoon! You will receive a pencil, and labels for each station you will go to.

At each station, you will receive a judging card. Place 1 label on the card. A moderator will teach you how to judge the animals. You will then place the class in order of best to worst, and turn in your judging card.

Awards will be presented at the end of the event.

See next page for information about Ethics & Quality Assurance Training.

Required for 2020

Youth Quality & Ethics Training for California Fairs

Effective 2019, the California Department of Food and Agriculture, Fairs & Expositions (F&E) Division, requires all junior livestock exhibitors in all district, citrus, and county fairs in California to participate annually in quality assurance and ethics trainings. The F&E has approved the **Youth for the Quality Care of Animals (YQCA)** program to fulfill this requirement. The goal of the YQCA is to help youth and their parents better understand what they can do to produce the safest food possible.

This training is an annual mandatory requirement to show beginning this year at the Jr. Livestock Show & Auction. The cost is \$3, due at the time of the training.

We will have a training immediately following the judging contest at Livestock Field Day. You will be required to sign-in and stay for the entire training. You will be given a certificate number upon completing the training, and that number must go on your entry to the JLSA.

Not able to attend Livestock Field Day & YQCA Training, online training is available. Cost of Online training is \$12 and must be paid for by credit card. Each youth must watch individually.

Go to: <http://yqca.org/> to sign up for YQCA Training. If you are taking the training with Mrs. Lacey at Livestock Field Day, be sure to sign up for that training.

May 17, 2020

May
3:00 PM

Lone Pine High School

YQCA Program will take place after the 4-H Livestock Field Day in the LPHS Auditorium located on the corner of US Highway 395 and Muir Street.

Brenda Lacey
538 S. Main Street
Lone Pine, CA 93545
P: 760-878-8843

Select

California Focus June 19 - 23, 2020 State Capitol, Sacramento, CA

California Focus is only held in *even* years - don't miss it, or you'll have to wait for 2022 to attend!

Experience state government in action by participating in the legislative, political, and judicial processes. California Focus combines hands-on participation in workshops, debates, simulations, tours, and fun activities.



Important Announcements

Mule Days Fundraisers:

4-H members will be selling Mule Days magazines again as a fundraiser for the County Council. We need your help! We need people to help put magazine displays up in local businesses, as well as selling along the parade route. Council uses this money to help pay for county level events and awards. Please sign-up with your community leader, or by calling the 4-H office. 760-873-7854.



Tri-County Fair 2020 POSTER CONTEST

Youth in grades 5th-12th, enter the 2nd annual Tri-County Fair Youth Poster Contest!!! Inyo, Mono and Alpine County youth are all eligible to enter and win cash, wristbands and the winning poster will be used as the Official Poster of the 2020 Tri-County Fair! The theme this year is "Harvest our Counties' Bounties".

Deadline is April 6th 2020, so check out the flyer, enter and get goin'!!

<https://tricountyfair.com/fair/>



Inyo & Mono County 4-H was asked to be apart of the 2020 Census Awareness Campaign.

After the Coronavirus, what does that mean? Well we have taken to social media, and we are asking you to tell your family and friends to take the census!

Why is the Censes important?

Well, the information gathered helps funding for things like hospitals, and schools, and other services, like 4-H or public libraries.

The 2020 Censes can be done online, by mail, or over the phone.

Go to <https://2020census.gov/> for more information.

Results from Presentation Field Day Judging Contest:

Junior Division

- 1st Place: Messi Trejo, Sierra Crest
2nd Place: Trent McGraw, Bristlecone
3rd Place: Cecilia Buff-Roman,
Independence

Intermediate Division

- 1st Place: Riley Phillips, Bristlecone
2nd Place: Chloe Felgar, Bristlecone
3rd Place: Will Kemp, Bristlecone

Senior Division

- 1st Place: Haidon Brooks, Sierra Crest
2nd Place: Zoe Dailey, Sierra Crest
3rd Place: Nathan Pischel,
Independence



Poster Contest:

Junior Division

- 1st Place: Tannyr Ludwick, Sierra Crest
2nd Place: Cecilia Buff-Roman, Independence
3rd Place: Blake Phillips, Bristlecone

Intermediate Division

- 1st Place: Riley Phillips

Senior Division

- 1st Place: Natalie Blakey

Presentations:

Demonstrations:

- Processing a Newborn Lamb by Will & Ben Kemp, received a Red Seal
Mini Lemon Meringue Pies by Riley Phillips received a Blue Seal
Ear Notches by Will & Ben Kemp, received a Blue Seal
How to Tie a Box Hitch by Bo Tanner, received a Gold Seal
Hockey Wrist Shot by Kylie Acree, received a Red Seal
Bunny Basics by Elijah Pischel
Shoe Shine by Jacob Pischel, received a Gold Seal
How to Tie a Knot by Mikey & Messi Trejo, received a Gold Seal

Illustrated Talks:

- History of Women's Baseball by Riley Phillips, received a Gold Seal
Military Dogs by Blake Phillips, received a White Seal
Who is the Slim Princess by Nathan Pischel, received a Blue Seal

Interpretive Reading:

- Strawberry Roan by Cooper Peek, received a White Seal

Educational Display Talks:

- The Right Way to Graze Cattle by Blake Phillips, received a White Seal

Cultural Arts:

- Ribbon Dress Dance in Paiute Style by Cecilia Buff-Roman, received a White Seal



4-H RoadRunner Newsletter

This is the Inyo & Mono County 4-H newsletter, sending you information on upcoming events, due dates, and event results. Specific club and project information can be included.

We encourage clubs, and members to submit articles and pictures. This newsletter comes out quarterly.

Please get your information to the 4-H office via email: cjpeek@ucanr.edu

Be Sure to read

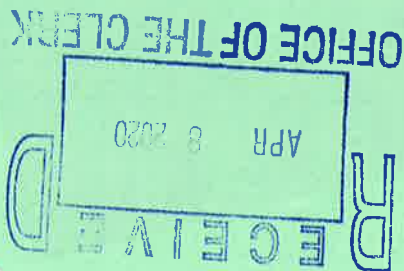


<http://www.facebook.com/InyoMono4H>

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University of California
Agriculture and Natural Resources



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 21, 2020

Departments: Elections

TIME REQUIRED 10 minutes

PERSONS APPEARING BEFORE THE BOARD Shannon Kendall

SUBJECT Reimbursement of Election Costs

AGENDA DESCRIPTION:

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

Invoice for the Mammoth Lakes Fire Protection District for partial reimbursement of measure on the March 3, 2020 ballot.

RECOMMENDED ACTION:

Approve invoice to the Mammoth Lakes Fire Protection District as prepared by the Elections Official.

FISCAL IMPACT:

Expense reimbursement in the amount of \$13,318.41 will be coming back to the County general fund.

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Costs Backup
<input type="checkbox"/> ProVote Costs
<input type="checkbox"/> MLFPD Invoice
<input type="checkbox"/> MLFPD worksheet

History

Time	Who	Approval
4/16/2020 5:50 PM	County Administrative Office	Yes

4/15/2020 4:27 PM

County Counsel

Yes

4/15/2020 4:56 PM

Finance

Yes



**CLERK – RECORDER – REGISTRAR
COUNTY OF MONO**

**P.O. BOX 237, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5530 • FAX (760) 932-5531**

Shannon Kendall
Clerk-Recorder-Registrar
760-932-5533
skendall@mono.ca.gov

Helen Nunn
Asst. Clerk-Recorder-Registrar
760-932-5534
hunn@mono.ca.gov

To: Honorable Board of Supervisors
From: Shannon Kendall, Registrar of Voters
Date: April 21, 2020

Subject
Reimbursement of Election Costs

Recommendation
Consider and potentially approve one invoice for the Mammoth Lakes Fire Protection District for costs incurred by a measure on the ballot in the Presidential Primary Election which occurred on March 3, 2020.

Discussion
On March 3, 2020, the Mono County Elections Office conducted a Presidential Primary Election. The ballot included a tax measure for the Mammoth Lakes Fire Protection District.

Pursuant to Elections Code 10002, “the city or district shall reimburse the county in full for the services performed upon presentation of a bill to the city or district.” Since the measure was consolidated with the Presidential Primary Election, the invoice shows pro-rated charges based on methodology used by the Election Office.

We have attached our worksheet and research that was used to determine what to bill the Mammoth Lakes Fire Protection District. The proposed invoice is attached as well.

Fiscal Impact
Billing to the following entity: \$13,318.41 for the Mammoth Lakes Fire Protection District measure, revenue to be reimbursed to the County general fund.

Presidential Primary Election
March 3, 2020
Personnel Costs

Public Works Department

Provided assistance on March 2 and 4, loading and transporting election equipment, and setting up voting booths.

- Labor and Equipment
- **TOTAL = \$1,647.84**

IT Department

Provided pre-election services with database and Election Day assistance at the polling places and central count location.

- **TOTAL = \$4,912.31**

Other County Departments

Provided assistance with VBM ballots and on Election Day.

- CD Ritter (accepted VBM; worked at the provisional table in Mammoth): \$674.10
- Mira Dillingham (worked provisional table in Mammoth): \$435.54
- Nubia Peters (worked provisional table in Mammoth): \$459.90
- Tim Kendall (transport): \$528.45
- Dave Anderson (transport): \$454.45
- **TOTAL = \$2,552.44**

Elections Office

Pre-election preparations, Election Day/Night, Post-election canvass

- Shannon Kendall: \$47,025.00
- Helen Nunn: \$38,992.80
- Scheereen Dedman: \$3,455.25
- Ashley Strain: \$477.48
- Renn Nolan: \$3,551.00
- Stephanie Frank: \$4,497.48
- **TOTAL = \$97,999.01**

Poll Workers

Election Day work at polling places

- **TOTAL: \$6,402.79**

Travel/Lodging

Travel within the County to set up polling places, provide IT assistance at polling places, and retrieve data on Election Night. Some employees require overnight lodging due to late hours and distance to their homes.

- **TOTAL: \$1,055.70**

GRAND TOTAL OF PERSONNEL COSTS: \$114,570.09

Presidential Primary Election
March 3, 2020
Material Costs

Dominion

Services and Support (database creation); RAVBM

- **\$7,000**

Pro Vote Solutions

Ballot/Sample Ballot Production and Processing

\$37,562.58

Postage

In-house VBMs, QBRM returned VBMs

- **\$4,662.58**

Supplies

Precincts

- **\$962.05 (misc election supplies)**

Publications

Required and Voter Outreach/Education

- **KMMT radio spots: \$600.00**
- **Newspaper ads/notices: \$856.50**

GRAND TOTAL OF MATERIAL COSTS: \$51,643.71

Pro Vote Costs Break-out for March 3, 2020

Total Expenses: \$37,562.58

Ballots: Cost per Ballot (14,508 ballots)

- Ballots: \$11,617.48
- Test Deck: \$526.56
- Spanish Facsimile: \$3,155.09
- TOTAL: \$15,299.13/14,508 = \$1.055 each

VBM Ballot: Mailing 4,982

- Postage: \$694.14
- Insert & Address: \$2,560.98
- TOTAL: \$3,255.12/4,982=\$0.653 each

Envelope Purchases:

- VBM Outgoing: \$275.91
- VBM Return: \$384.16
- Provisional: \$150.00
- Military: \$300.00
- TOTAL: \$1,110.07

Sample Ballots: Cost per Sample Ballot (7,875 printed)

- Booklets: \$14,149.47 (subtracted \$2,750, collected for candidate statements)
- TOTAL: \$14,149.47/7,875 = \$1.80 each

Sample Ballot: Mailing 6,919

- Postage: \$1,693.40/6,919 = \$0.245 each

Add'l taxes/fees/etc:

- Taxes, freight, postage: \$2,766.50
- Discount for early pay: **-\$711.11**
- TOTAL: \$2,055.39



**CLERK – RECORDER – REGISTRAR
COUNTY OF MONO**

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760-932-5534
hunn@mono.ca.gov

INVOICE

March 3, 2020, Presidential Primary Election

Date: April 21, 2020
To: Frank Frievalt, Chief
From: Shannon Kendall, Mono County Clerk-Recorder-Registrar
Re: Mammoth Lakes Fire Protection District, Pro-Rated Share of Election Costs

Amount Payable to Mono County Clerk: \$13,318.41

Pursuant to California Elections Code §10002, I submit the following cost information for the consolidation of the General Municipal Election with the Presidential Primary Election for the Mammoth Lakes Fire Protection District and Measure F. The amount payable was approved by the Mono County Board of Supervisors on April 21, 2020:

Election Costs

Personnel Costs:	\$ 114,570.09
Material Costs:	<u>\$ 51,643.71</u>
Total Costs:	\$ 166,213.80
Mammoth Costs (based on 5 of 12 precincts)	\$ 69,255.75

Town of Mammoth Lakes

Pro-rated share of Mammoth Lakes Fire Protection District's cost: \$13,318.41

- Pro-rated share is based on costs specific to Mammoth Lakes and divided by the total number of races/measures on the ballot. Candidate races are counted as 1; measures are counted as 1.25 due to additional work involved.
 - The March ballot had 6.5 races/measures, 1.25 of which are assigned to the District for their tax measure
 - Calculation: $\$69,255.75 / 6.5 \times 1.25 = \$13,318.41$
- Detail is provided in the attached worksheet.
- Please submit your payment to Mono County Clerk within 30 days of this invoice.

MAMMOTH LAKES FIRE PROTECTION DISTRICT
Billing Work Sheet

MATERIAL EXPENSE	Actual Cost	MAMMOTH COST	PRO RATED SHARE TOML
Dominion	\$7,000.00	\$2,916.67	\$560.90
ProVote	\$37,562.58	\$15,651.08	\$3,009.82
Postage	\$4,662.58	\$1,942.74	\$373.60
Supplies	\$962.05	\$400.85	\$77.09
Publications	\$1,456.50	\$606.88	\$116.71
Sub Total	\$51,643.71	\$21,518.21	\$4,138.12
PERSONNEL EXPENSE			
Public Works	\$1,647.84	\$686.60	\$132.04
IT Department	\$4,912.31	\$2,046.80	\$393.61
Other Depts	\$2,552.44	\$1,063.52	\$204.52
Elections Office	\$97,999.01	\$40,832.92	\$7,852.48
Poll Workers	\$6,402.79	\$2,667.83	\$513.04
Travel/Lodging	\$1,055.70	\$439.88	\$84.59
Sub Total	\$114,570.09	\$47,737.54	\$9,180.30
TOTAL	\$166,213.80	\$69,255.75	\$13,318.41
Methodology:			
Mono County has 12 precincts, 5 of which are in Mammoth Lakes Fire Protection District. Accordingly, MLFD has been assigned 5/12 of the total cost for each line item.			
There were 4 regular contests and 2 ballot measures on the ballot. Because of extra time and expenses associated with ballot measures, a factor of 1.25 is assigned to ballot measures. Of the 6.5 billable contests on the ballot, MLFD is responsible for 1.25 (Measure F @ 1.25)			
Mammoth Cost divided by 6.5 x 1.25 = pro rated share to Mammoth Lakes Fire Protection District.			



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 21, 2020

Departments: Elections

TIME REQUIRED 10 minutes

PERSONS APPEARING BEFORE THE BOARD Shannon Kendall, Registrar of Voters

SUBJECT Approval of Letter to Governor Newsom in Support for All-Mail November Election

AGENDA DESCRIPTION:

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

Approval of letter to Governor Newsom, advocating for an All-Mail Ballot November Election and asking that Elections Officials have flexibility on the provision of "in-person" services on election day.

RECOMMENDED ACTION:

Approve and authorize Chair Corless to sign a letter to Governor Newsom in support of conducting the November Presidential Election as an "all-mail" ballot election and in support of allowing the Registrar of Voters to have flexibility in determining how best to offer any required "in person" voting services.

FISCAL IMPACT:

None.

CONTACT NAME: Shannon Kendall

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Letter to Gov Newsom

History

Time	Who	Approval
4/17/2020 1:47 PM	County Administrative Office	Yes

4/17/2020 9:31 AM

County Counsel

Yes

4/17/2020 11:45 AM

Finance

Yes



**CLERK – RECORDER – REGISTRAR
COUNTY OF MONO**

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Helen Nunn
Asst. Clerk-Recorder-Registrar
760-932-5534
hunn@mono.ca.gov

To: Honorable Board of Supervisors

From: Shannon Kendall, Registrar of Voters

Date: April 21, 2020

Subject: Letter to Governor Newsom Requesting that the November 3, 2020 Presidential Election Be Conducted as an All-Mail Ballot Election.

Recommendation

Review, approve, and authorize Chair Corless to sign a letter to Governor Newsom in support of conducting the November 3, 2020 Presidential Election as a primarily “all-mail” ballot election and allowing the Registrar of Voters to have flexibility in determining how best to offer any required “in person” voting services.

Discussion

The COVID-19 crisis presents significant risks for conducting the November 3, 2020 Presidential Election. Not knowing whether the Governor’s “shelter-in-place” order will be in effect OR whether November might see another wave of the virus, keeping voters, election workers, and staff safe is of the utmost importance. Our small rural county will likely have a very difficult time staffing any sort of “in-person” voting facility because most of our poll workers are elderly, and thus at the greatest risk during any COVID-19 emergency. It seems logical that an all-mail ballot November election would alleviate a lot of that risk. Moreover, with approximately 75% of registered voters in Mono County having requested permanent vote-by-mail status, the Registrar’s Office does not see any issue doing the entire election by mail and thinks that it would go rather smoothly. Additionally, allowing the Registrar to determine how best to offer any sort of “in-person” voting seems best considering the County’s small size and rural environment. Given action already taken in regard to other special elections throughout the State, the Governor is expected to issue an Executive Order soon with regard to the upcoming November 2, 2020 Presidential Election. This letter of support explains the voting and polling concerns of Mono County and requests that any Executive Order issued by the Governor related to the November 3, 2020 Presidential Election allow election officials to conduct the election primarily by mail and afford them the flexibility to determine the need for “in person” voting services.

Fiscal Impact

None for sending letter. There will be fiscal impacts if an all-mail ballot election is offered in November, but those would be offset to some degree by not having to staff polling locations and hire poll workers. Additionally, it is anticipated that the State will be providing some reimbursement to counties for being ordered to do an all-mail ballot election.



Jennifer Kreitz ~ 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

April 16, 2020

VIA ELECTRONIC MAIL

The Honorable Gavin Newsom
Office of the Governor
California State Capital
Sacramento, CA 95814

RE: Support of Executive Order to Conduct the November 3, 2020 Presidential Election by Mail in California Counties

Dear Governor Newsom:

On behalf of the Mono County Board of Supervisors (Board), I write to urge you to issue an executive order directing county election officials to conduct the November 3, 2020 Presidential General Election primarily by mail and to flexibly determine best practices for providing in-person voter services in the uncertain environment brought upon us by COVID-19.

The current state of emergency due to COVID-19 presents significant unknown risks to county election officials, poll workers, and volunteers tasked with administering elections. As a small, rural county, our Board is very concerned that, due to the threat that COVID-19 poses to registrar staff and many of our poll workers and volunteers, the majority of which are older than 65 years of age, the County will not have the resources to staff polling places or vote centers. In addition, based in large part on the cost of staffing vote centers and administering related activities, the County chose not to be a "Voter Choice Act" county and instead to rely on the in-person and vote-by mail procedures that have effectively served the County for several years and elections. Finally, our Board and the County has taken very seriously this COVID-19 emergency and responded swiftly to protect our communities and residents. To require substantial in-person voting and vote centers for the November 3rd Presidential General Election necessarily requires sacrificing many of the measures that have mitigated the spread of COVID-19 that will protect voters that could have cast ballots by mail.

April 21, 2020

Page 2 of 2

Approximately 75% of registered Mono County voters have already requested permanent “vote by mail” status, and the Registrar is very confident that conducting the November 3rd Presidential General Election as “all vote by mail” would not pose any problems. Additionally, the Registrar’s Office would work locally to make sure that on-site, in person services are available for voters requiring assistance with access, voters who might want to drop off their ballot in person, or voters who get a second ballot issued so that recommended public health and safety guidelines may continue to be followed and practiced.

Not knowing what the future of COVID-19 holds, the Board respectfully asks that any executive order you might issue related to the November 3rd Presidential General Election allow local elections officials the ability to plan and prepare now to conduct the November election in a way that safeguards everyone, disenfranchises no one, and allows for every voter to receive and cast a ballot and to exercise their right to vote. Right now, we have the time to launch an educational campaign so that all our voters know what to expect in November. Finally, we ask that additional costs incurred with conducting an “all-mail ballot” election in November be reimbursed by the State.

Thank you for your time and consideration.

Respectfully Submitted,

Stacy Corless, Chair
Mono County Board of Supervisors

cc: **ALL VIA EMAIL**
California Senator Andreas Borgeas
California Assemblyman Frank Bigelow
California State Association of Counties
Rural County Representatives of California



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 21, 2020

Departments: Community Development

TIME REQUIRED 10 minutes

PERSONS APPEARING BEFORE THE BOARD Wendy Sugimura

SUBJECT Proposed Resolution Temporarily
Allowing Cannabis Delivery within the
Unincorporated Area of Mono County

AGENDA DESCRIPTION:

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

Proposed resolution temporarily allowing cannabis delivery within the unincorporated area of Mono County.

RECOMMENDED ACTION:

Adopt proposed resolution. Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME:

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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Staff Report
Resolution

History

Time	Who	Approval
4/16/2020 5:50 PM	County Administrative Office	Yes
4/15/2020 4:54 PM	County Counsel	Yes
4/15/2020 5:09 PM	Finance	Yes

County Counsel
Stacey Simon

Assistant County Counsels
Christian E. Milovich
Anne L. Frievault

Deputy County Counsel
Jason Canger

**OFFICE OF THE
COUNTY COUNSEL**

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

Telephone
760-924-1700

Facsimile
760-924-1701

Paralegal
Jenny Lucas

To: Board of Supervisors

From: Office of the Mono County Counsel

Date: April 21, 2020

Re: Proposed resolution temporarily allowing cannabis delivery within the unincorporated area of Mono County

Recommended Action

Adopt Resolution. Provide any desired direction to staff.

Strategic Plan Focus Areas Met

Economic Base Infrastructure Public Safety
 Environmental Sustainability Mono Best Place to Work

Fiscal Impact

No fiscal impact associated with the adoption of this resolution.

Discussion

Cannabis retailers and cannabis retail employees are considered essential businesses and essential workers and are therefore authorized to conduct business under the State's stay-at-home order. Pursuant to Mono County Code Section 5.60.140L, delivery of cannabis or cannabis products by a licensee to a consumer within the unincorporated area of the County is strictly prohibited, which may restrict access to citizens during the COVID-19 crisis.

The proposed Resolution would temporarily waive the prohibition so that retailers within the unincorporated area of the County are able to deliver cannabis and cannabis products during the COVID-19 crisis and until such time as the state and local stay-at-home orders have been lifted or expired.

The waiver would be temporary and would not create a lasting right or entitlement to deliver.

If you have any questions regarding this item prior to your meeting, please call Christian Milovich at 760-924-1706.



R20-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS TEMPORARILY ALLOWING CANNABIS
DELIVERY WITHIN THE UNINCORPORATED AREA OF MONO COUNTY**

WHEREAS, on March 4, 2020, Governor Newsom issued a Proclamation of a State of Emergency in the State of California related to the COVID-19 pandemic; and

WHEREAS, on March 15, 2020, the Mono County Health Officer declared a local health emergency related to the COVID-19 pandemic. The declaration was ratified by the Mono County Board of Supervisors on March 17, 2020, at which time the Board also declared a state of emergency under the California Emergency Services Act; and

WHEREAS, on March 19, 2020, Governor Newsom issued Executive Order N-33-20 implementing California Department of Public Health's order that all individuals living in the State of California to stay home or at their place of residence, except as needed to maintain continuity of operation of the federal critical infrastructure sectors (this is commonly referred to as the State's stay-at-home or shelter-in-place order); and

WHEREAS, cannabis retailers and associated employees are considered essential businesses and essential workers and are therefore authorized to conduct business under the State's stay-at-home order; and

WHEREAS, pursuant to Mono County Code Section 5.60.140L, delivery of cannabis or cannabis products by a licensee to a consumer within the unincorporated area of the County is strictly prohibited; and

WHEREAS, the Board understands that such prohibition may restrict access to cannabis and cannabis products to citizens who may need it during the COVID-19 crisis; and

WHEREAS, the Board now wishes to temporarily waive the prohibition of cannabis delivery within the unincorporated area of the County until such time as the state and local stay-at-home orders have been lifted or expired.

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

1. Mono County Code Section 5.60.140L prohibiting delivery of cannabis or cannabis products by a licensee to a consumer within the unincorporated area of the County is hereby temporarily waived.

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- 2. The temporary waiver will end when both the state and local stay-at-home orders are lifted or expired and at which time all delivery operations shall cease and desist.
- 3. This waiver does not create a license, permit, right or entitlement to continue cannabis delivery when the temporary waiver has expired and any cost or expense incurred in relation to or in support of cannabis delivery during this temporary period is done at the sole cost, risk and expense of the retailer.

PASSED, APPROVED and ADOPTED this _____ day of _____, 2020,
by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

Stacy Corless, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 21, 2020

Departments: Public Works

TIME REQUIRED 20 minutes

SUBJECT Civic Center Update

**PERSONS
APPEARING
BEFORE THE
BOARD**

Tony Dublino, Director of Public Works; Nate Greenberg, IT Director

AGENDA DESCRIPTION:

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

Weekly update on the County's Civic Center project at 1290 Tavern Road, and efforts to transition from other Mammoth locations into the Civic Center as of June 1, 2020.

RECOMMENDED ACTION:

None; Informational only.

FISCAL IMPACT:

None.

CONTACT NAME: Tony Dublino

PHONE/EMAIL: 760.932.5459 / tdublino@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p>No Attachments Available</p>
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History

Time	Who	Approval
4/16/2020 5:48 PM	County Administrative Office	Yes
4/15/2020 5:24 PM	County Counsel	Yes
4/15/2020 1:31 PM	Finance	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 21, 2020

Departments: Public Works - Solid Waste

TIME REQUIRED 25 minutes

PERSONS APPEARING BEFORE THE BOARD Justin Nalder

SUBJECT Conway Ranch Annual Operations Plan

AGENDA DESCRIPTION:

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

Presentation by Justin Nalder, Solid Waste Superintendent / Environmental Manager regarding the 2019 Annual Report and 2020 Annual Operations Plan for Conway Ranch, as required by the Conservation Easement with Eastern Sierra Land Trust for Conway Ranch.

RECOMMENDED ACTION:

Receive presentation and provide input to staff regarding the 2019 Annual Report and the 2020 Annual Operations Plan for Conway Ranch. If desired, provide direction to staff regarding projects described in the 2020 Plan that require further County or Board action, including entry into leases or licenses for use of the property.

FISCAL IMPACT:

No fiscal impact.

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
Staff Report
Conway Ranch Annual Report and 2020 Operation Plan
Letter from Mathew Paruolo 2
Proposal for Small Scale Agriculture

History

Time	Who	Approval
4/16/2020 5:49 PM	County Administrative Office	Yes
4/16/2020 5:32 PM	County Counsel	Yes
4/15/2020 4:36 PM	Finance	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS SOLID WASTE DIVISION

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: April 21, 2020
To: Honorable Board of Supervisors
From: Justin Nalder, Solid Waste Superintendent / Environmental Manager
Subject: Conway Ranch Annual Operations Plan

Recommended Action:

Receive presentation and provide input on Annual Operations Plan.

Fiscal Impact:

No fiscal impact.

Discussion:

In accordance with the Conway Ranch Conservation Easement Management Plan, November 19, 2019, Mono County is responsible for producing an Annual Operations Plan and submitting to the Eastern Sierra Land Trust (ESLT), acting as the conservation manager. The Annual Operations Plan provides for adaptive management of Conway Ranch while ensuring that uses are conducted in a manner that will not impair the Conservation Values or terms and purpose of the Conservation Easement.

Irrigation is planned to continue utilizing water available through existing water rights from both Virginia Creek and Mill Creek. Irrigation schedules will be based upon water availability and coordinated with other land uses (i.e. grazing / community agriculture) and with SCE Mill Powerhouse operations.

Fencing improvements are expected if cattle grazing occurs as proposed on both Mattly and Conway Ranches in accordance with the Grazing Management Plan. If approved by the Board, cattle grazing would be conducted by the top-rated proposer as identified on March 4, 2020. In accordance with the Grazing Management Plan, grazing would be restricted to the fertile meadows and fencing will prevent cattle movement into riparian corridors and recreational pathways. With this setup it allows for continued access for mixed recreational use while minimizing potential conflict.

A proposal has been received and reviewed for a community agriculture operation within the "Aquaculture Area." Staff finds this type of activity to be within the acceptable land use activities of the Conservation Easement and would like to begin drafting an Agreement which would create parameter for the operation. The proposal was submitted by a cohort of Mono Basin residents including individuals from the Suppa Family Farm. Details of the community agriculture operation may be forthcoming should the Board concur with this land use at Conway Ranch.

Noxious species removal continues to be aggressively addressed by staff and volunteers. Each new agreement for land use on Conway Ranch include the requirement to mindfully control the growth and spread of invasive species.

Plans for improving public recreation, education and infrastructure at Conway Ranch are looking towards development of an interconnection between existing trails. The trail concept increases opportunity for non-motorized recreation and access with the potential to improve user experience. Along the trail will be interpretive signage (content yet to be determined). The Board can anticipate receiving more formal plans as the project is further refined and processed through appropriate channels.

Efforts to protect historic resources are already under way with the recent stabilization of the historic Conway Ranch House by Mono County staff. Specialists with HistoriCorps have partnered with the Mono Basin Historic Society to provide an evaluation of the historic ranch house and recommend treatments for restoration. Details on the scope of this work are yet to be determined.

Management of the wildlife enhancement area of Conway Ranch will continue to be provided by County staff.

Public outreach concerning the activities listed in the Conway Ranch Annual Operations Plan has been provided during regular meetings of the Mono Basin RPAC, the Bridgeport RPAC, the Mono County Fish and Wildlife Commission and the June Lake CAC. No objectional comments were received.

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

Respectfully submitted,



Justin Nalder
Solid Waste Superintendent

Attachments: Letter from Mathew Paruolo – Eastern Sierra Sustainable Recreation Coordinator
Proposal from Mono Basin Community Garden Cohort

Conway Ranch 2019 Annual Report and 2020 Operations Plan



March 2020

Prepared by:

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



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 - b. Grazing
 - c. Aquaculture
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 - e. Enhancements and Maintenance
- III. 2020 Operations Plan (numbered in coordination with the Conservation Easement) (1.1)
 - Aquaculture
 - 1.1.a – groundwater extraction
 - (1.2) Livestock grazing
 - (1.3) Irrigation
 - (1.4) Small-scale organic agriculture
 - (1.5) CDFW Streambed Alteration Agreement Requirements
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 - (5) Construction, maintenance, and repair of the property’s roads and trails
 - (6) Communications with funders, lessees, easement holder, and regulatory agencies
 - (7) Restoration, enhancement, and study of natural resources
 - (8) Property restoration upon cessation of aquaculture or livestock grazing operations
 - (9) Any other activities and uses that the County may wish to include which are not otherwise expressly addressed in the conservation easement

Appendices

- A. 2019 Conway Ranch Irrigation Logs
- B. Conway Ranch Proposed Use Map

I. Introduction

During the 2019-year, diligent irrigation efforts were made the best use of an above average water year. Rigorous irrigation maintained healthy and diverse vegetative growth. Minor maintenance was conducted throughout the ditch and diversion system. The Board of Supervisors approved solicitation for cattle grazing proposals. Outreach was conducted at several community forums. Additional beneficial public uses of Conway Ranch were identified.



Invasive Plant Removal

II. 2019 Operations

a. Irrigation / Water Rights

2019 irrigation of Conway Ranch was conducted in accordance with the 2018 OP including application for habitat maintenance and wetland enhancement purposes.



i.

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nia Creek Water Rights

The County has a 6cfs water right from Virginia Creek, however, due to poor ditch conditions water can not be conveyed at that rate. Much of the upper ditch is in need of major improvements. This would require approval and review by CA DFW as well as BLM, and represents a longer term maintenance issue. There may be an opportunity to get NRCS on site to help shoot elevations on ditch above the private property, and eliminate flat spots which is another reported issue. There is potential to increase the existing feed on North Conway if the full 6cfs were received.



Virginia Creek

Irrigation the BLM section of Conway Ranch was not conducted due to a broken valve on the pipeline. The valve was exposed by County staff so that BLM staff could make appropriate repairs. As winter approached and BLM staff had still not addressed the issue, the valve was re-covered. Thankfully, natural springs kept the BLM section watered. This certainly will not be the case in a dry year

The sediment basins at North Conway were cleaned of sediment that came down off Conway Summit.

Virginia Creek Sediment Basin



ii. Mill Creek Water Rights (Wilson Creek)

Both the Upper Conway Ditch and the Lower Conway Ditch continue to need maintenance in a few places.

The wetland enhancement areas downstream from the aquaculture area were irrigated and continue to be successful in generating widespread growth of hydrophytic vegetation and willows.

b. Grazing

No grazing occurred during the 2019 year. However, the Mono County Board of Supervisors has approved solicitation of an RFP for Cattle Grazing. Proposals were collected in March of 2020. The Board of Supervisors will have an opportunity to review the top ranking proposal during a regularly scheduled public meeting. A Grazing Management Plan was completed by the Natural Resources Conservation Society in August of 2018. The Plan was utilized to form the parameters of the RFP and ensure future grazing will maintain conservation values while providing a beneficial land use.

c. Aquaculture

There were no aquaculture activities during 2019. The aquaculture raceways and ponds were used only for the purposes of moving irrigation water. Two outhouse structures were removed from the premises as they were no longer intended for use or being serviced.

d. CDFW Streambed Alteration Agreement Requirements

The Conway Ranch Enhancement Plan (approved as part of the 1600 permit) contained certain measures meant to enhance wildlife habitat on the property. In 2019, there were no aquaculture demands for water from a pipeline, so the Old Bell Ditch and the Old Bowl Ditch were charged with water at several times during the season. The County rotated irrigation through the enhancement areas for several weeks during the summer season.



County staff stabilizing Conway Ranch House.

e. Enhancements/Maintenance

Maintenance projects performed during 2019:

1. The historic ranch house on Conway Ranch was stabilized to prevent further degradation of the structure. All doors and windows were boarded the roof trusses were secured and corrugated metal roof sheets were replaced.
2. Regular irrigation ditch and culvert cleanout was conducted by County Staff.
3. Installation of two flow monitoring devices on Virginia Creek Ditch and the Bowl Pipeline.
4. Invasive plant removal throughout the aquaculture and wildlife habitat improvement areas conducted by ESLT staff, County staff and volunteers.



Sierra Geotechnical installing a flow meter and data logger on the Bowl Pipeline.

III. 2020 Tentative Operations

(1.1) Aquaculture

No improvements or operations are being considered for aquaculture at this time.

(1.1.a) Groundwater Extraction

There are no current plans for groundwater extraction in 2020.

(1.2) Livestock Grazing

In alignment with the recommendations of the Conway and Mattly Ranch Grazing Management Plan, it is expected that cattle grazing will occur during the 2020 season. Solicitation of cattle grazing proposals was conducted in March of 2020. The top scoring proposal will be presented to the Board of Supervisors for final review and approval. If approved, the grazer will begin repairing and installing fence line and coordinating irrigation/grazing schedule with County staff.

(1.3) Irrigation

Irrigation has not yet begun for the 2020 season as preliminary flows were very low and late season rains and snow have adequately saturated the land thus far. County staff are in communications with representative from Southern California Edison (SCE) regarding flows. Scheduled maintenance is planned during the entire month of May. During this time all water is planned to be diverted through the Adair Ditch and will not be available for irrigation to Mattly Ranch.

(1.3.a) Virginia Creek Water Rights

Once the Virginia Creek Ditch has melted from snow the diversion will be opened Virginia Creek in accordance with the County's water right (1860 decree=2.5cfs; 1863 decree=6cfs total) 5/17/17. The ditch is in need of maintenance, and in its current state is not capable of conveying the County's full 6cfs water right. Available water from the Virginia Creek Diversion will be spread across the North Conway Meadow in accordance with past irrigation practices.

(1.3.b) Mill Creek Water Rights (Wilson Creek)

Mattly Ranch will be the first meadow to receive water from Wilson Creek. This is intended to bring up feed as soon as possible. Watering on Mattly, to be conducted through the Upper Conway and Lower Conway Diversions. Irrigation will occur until ground is saturated, then allowed to dry. This will be scheduled to in cooperation with the proposed schedule for grazing. The Wilson Creek water will rotate between use on Mattly Ranch and the Aquaculture Area, where it will be utilized on the Bowl Meadow and the Enhancement Areas. This schedule will continue throughout the summer season.

If available, water will be put into the Lower Conway ditch in an effort to move toward the end of the ditch and begin enhancement of habitat at the northwestern corner of the ranch. This effort will be monitored closely to help determine the long-term feasibility of that recovery effort. A trial charge of this ditch last year identified the culvert on cemetery road as a choke point. Additionally, the ditch bottom had a very high rate of saturation and conveyance of water only reached 395 but did not make it to Conway Ranch.

In the 1600 permit enhancement area, an effort will be made to clear out willows from the ditches, to provide access through the willows to the diversion structures.

(1.4) Small-scale organic agriculture

A proposal has been received to utilize portions of the aquaculture area for small scale agriculture, as permitted in the Conservation Easement. A map of proposed areas of use can be referenced in Appendix B. Areas identified include previously disturbed areas near the aquaculture roads as well as high sediment benches within the ponds. Watering is planned to be conducted with a portable solar powered pump and will draw water from the ponds and/or raceways. The small-scale agriculture proposal also includes a minimal cattle grazing in the Bowl Meadow.

(1.5) CDFW Streambed Alteration Agreement Requirements

Water will be placed in the historic Bell Diversion Ditch until irrigation efforts require higher flows, at which time flow will run through pipeline. The old Bell ditch will be charged with water several times throughout the summer. The enhancement areas will be watered intermittently, saturating and drying out various enhancement areas. At this time, the Float Tube Pond will be utilized only to get water into the outlet and downstream.

(1.6) Noxious plants

Constant and aggressive removal of sprouting Russian Thistle and Woolly Mullein along the raceways within the Aquaculture Area, as well as along the ditches at Mattly Ranch, is planned throughout the 2020 year. Removal of bull thistle and woolly mullein in the springs may also be a potential cooperative project for the year, should resources permit. All newly permitted land users are required to make a concerted effort to remove noxious plants.

(1.7) Mono County – Bureau of Land Management Memorandum of Understanding for Collaborative Management of the property

There are no plans to alter the MOU with the BLM in 2020.

(1.8) Southern California Edison Powerhouse Tailrace and associated infrastructure

SCE has plans to conduct maintenance of the Mill Creek Powerhouse. The type and extent of maintenance is unknown at this time. It will require alternative water delivery through the Adair Ditch in order to convey water to Wilson Creek and on to Conway Ranch and beyond.

(2) Public access, public recreation, public education, and infrastructure related to such uses

A conceptual plan for trail interconnectivity is being researched. The approximate trail location can be referenced in Appendix B. The idea of interconnective trail creation includes interpretive signage.

(3) Protection of historic resources

A two phased approach to historic preservation of the Conway Ranch house is under way. Phase one was stabilization and included shoring doors and windows while repairing a large break in the roof structure. These efforts will hopefully prevent further damage from wind and snow events through the winter and spring. The Mono Basin Historic Society has arranged for an architectural assessment to be conducted in conformity with state historic preservation office best practices. Results will guide the second phase of the project which may be more of a restoration.

(4) Any alternate nonprofit or county commercial use of the property other than aquaculture or grazing compatible with protection of conservation values

The small-scale agriculture may be either a community effort or a for profit effort of providing locally grown food.

(5) Construction, maintenance, and repair of the property's roads and trails

In the spring of 2020, the roads throughout the aquaculture area will be mowed by County staff, along with select roads which provide access to irrigation points on Mattly and Conway. Mowing helps prevent the potential of fire later in the season when the vegetation dries out and vehicles continue to drive on these roads.

(6) Communications with funders, lessees, easement holder, and regulatory agencies

Communications will continue to be provided at the June Lake CAC, Mono Basin RPAC, Bridgeport RPAC, and Mono County Fish and Wildlife Commission, while projects coordination is conducted with the BLM, SCE and ESLT. Final plans will be presented to the Board of Supervisors at a regular meeting.

(7) Restoration, enhancement, and study of natural resources

During the scheduled maintenance of the Mill Creek Powerhouse, County Staff plans to repair the Lower Conway gate structure off Wilson Creek. There is also interest in attempting to restore extended reaches of the Lower Conway Ditch to convey water from Wilson Creek to upper Conway Ranch. There are no specific plans for enhancement, aside from compliance with the 1600 permit.

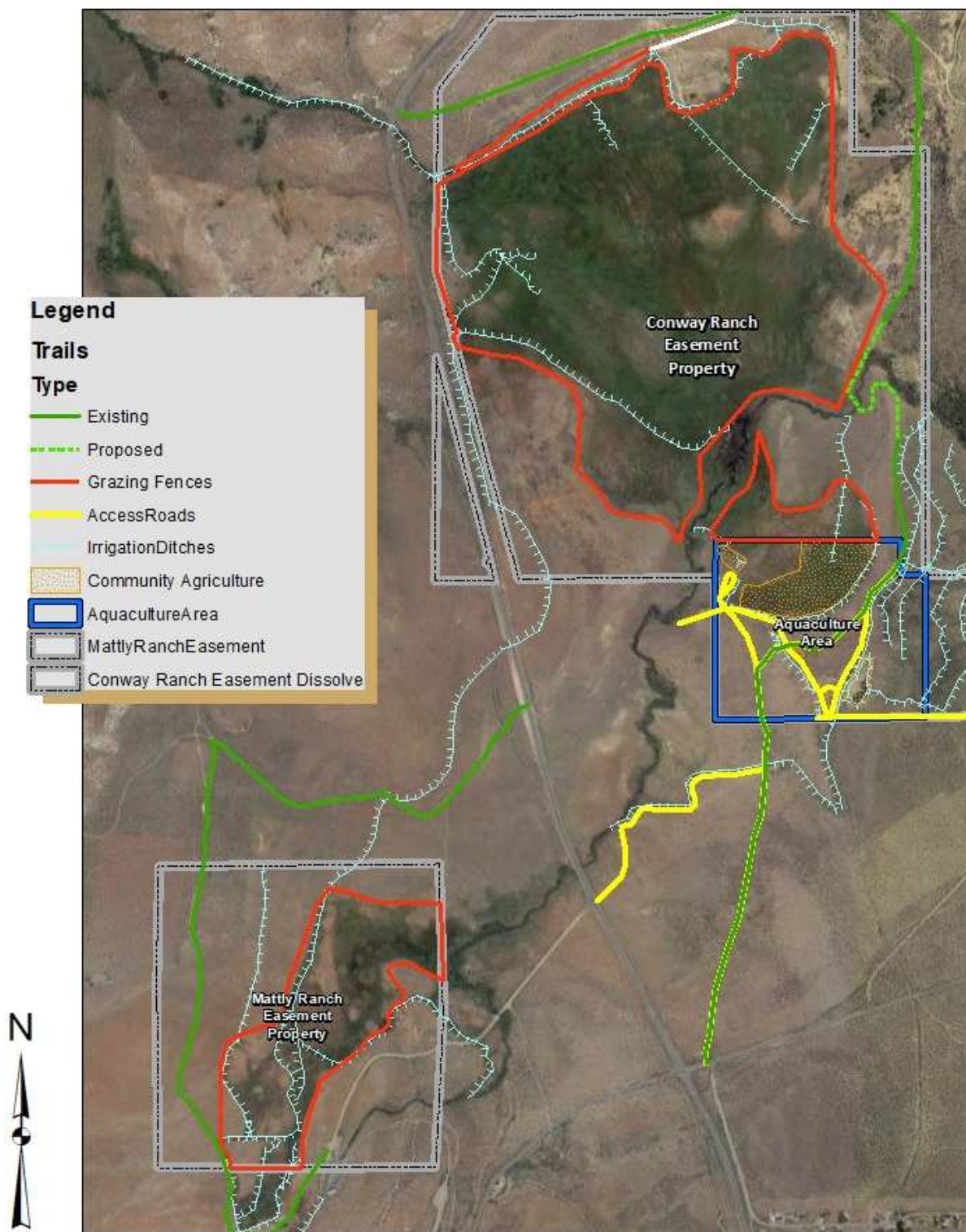
(8) Property restoration upon cessation of aquaculture or livestock grazing operations.

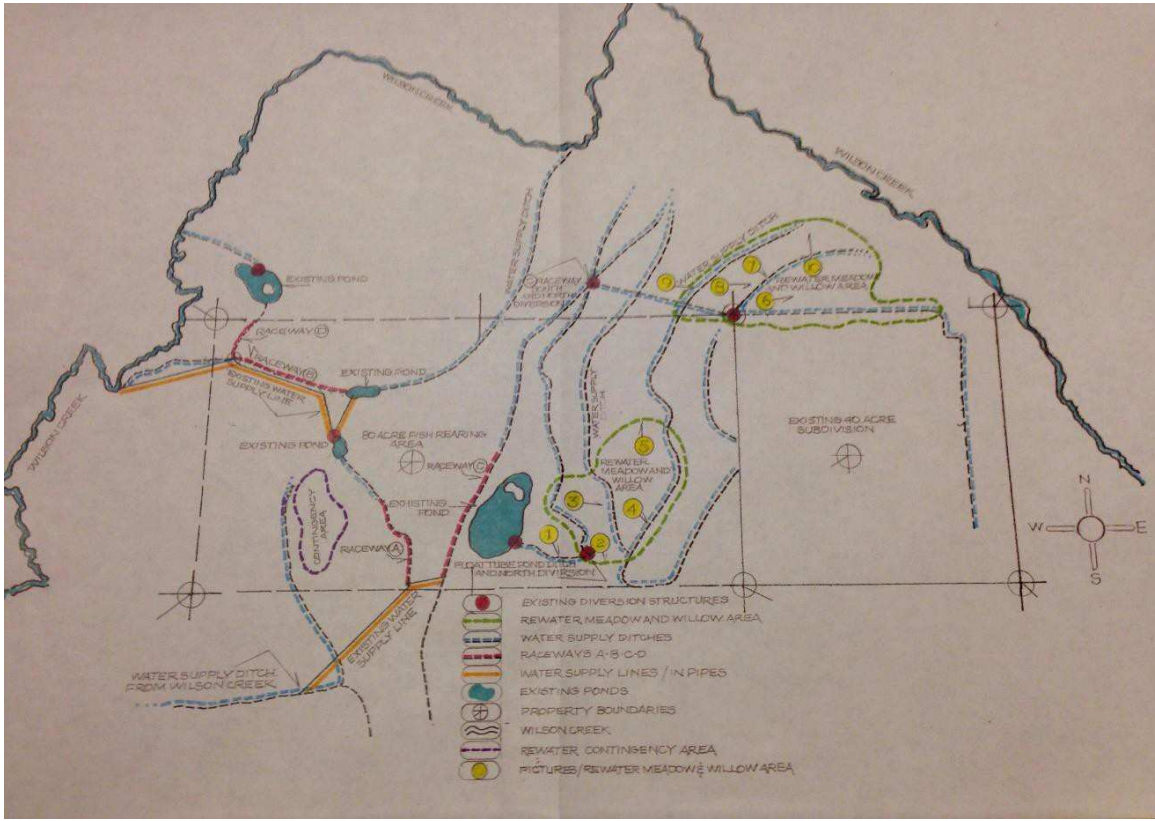
Although there is no grazing activity on the property at this time, it is anticipated that it will be under way at the earliest opportunity this year. Grazing proposals include efforts of conserving riparian corridors, establishing successional plant species and removing invasive plant species. The grazing activity itself is also regarded as a mean of meadow preservation.

(9) Any other activities and uses that the County may wish to include which are not otherwise expressly addressed in the conservation easement

No such activities are contemplated at this time.

Conway & Mattly Ranch Grazing Area





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**Information Regarding Conceptual Trail Project
From Matthew Paruolo – Eastern Sierra Recreational Coordinator**

Based on forthcoming cattle grazing on Conway Ranch and pending further discussion with adjacent Land Managers and community stakeholders - the opportunity for Sustainable Recreation and Public Access enhancement should not be precluded from future planning of the parcel(s). Conway Ranch offers opportunities for Sustainable Recreation that would be mutually beneficial to the surrounding communities of the Eastern Sierra and the natural environment.

Responsible recreation supports economic development and creates life long advocates for conservation of Public Lands. While still providing opportunities for self-exploration, the formalization of recreation opportunities on Conway and Matley Ranch provide unique opportunities not found elsewhere in Mono County. These parcels provide a unique historical interpretation of Mono Basin as well as ample opportunities for exercise, bird watching, bicycling, horseback riding, hunting, fishing, and self discovery. These parcels present unique opportunities for regional connectivity and sustained public access to federal public lands. At this time, no recreation enhancements have been formally planned or vetted by the community or Mono County Board of Supervisors however - it is my recommendation that pending careful future planning and public outreach, the formalization of existing staging areas, roads and trails (and limited construction of new multi-use non-motorized trails to create concentric loops) should be considered by stakeholders and elected officials at the Conway and Matley Ranch locations.

Other adjacent public lands include Lundy Canyon, Mono Lake Park, Black Point, Dechambeau Ranch, Conway Summit, Wilson Creek, Rattlesnake Gulch, and other dispersed BLM and Forest Service historic structures. Conway Ranch is the geographic nexus of several distinct communities of unincorporated Mono County and has strong ties to the community of Lee Vining, Mono City, June Lake, Bridgeport, and visitor outflow from Yosemite National Park. The area provides habitat for Bi-State Sagegrouse as well as several other unique and sensitive species. Managing recreation, grazing, and preservation of the area's natural resources presents several challenges, but should be strongly considered as part of any future planning throughout the region.

V/R

Matthew Paruolo

Eastern Sierra Sustainable Recreation Coordinator

126 Old Mammoth Road, Suite 107

PO BOX 8562

Mammoth Lakes, CA 93546

p. (760) 660-4948 ext. 103

mammothlakesrecreation.org

Proposal for Small Scale Agriculture Use of Property

To Whom it May Concern:

I am encouraging the consideration of an agriculture use lease for the 75-acre Conway aquaculture property. There are multiple aspects at Conway that lend space supporting a systems approach model. A farm would provide local enterprises direct access to a variety of produce grown in a historically productive landscape and supporting regional development. Provided is a brief synopsis of land characteristics and possible implementation of a biologically diverse farm operation.

Soil samples provide that Conway sandy loam and DeChambeau gravelly complex comprise the 75 acres, respectively. The majority being Conway sandy loam, which provides an average 3000lbs/ac of forage, and is prime agriculture land if irrigated and drained. Replanting of native grass seed could enhance productivity without need of irrigation. The remaining acreage of DeChambeau gravelly complex is ideal arable land and of statewide importance for agriculture.

System thinking presents an agroecology model that uses natural combinations and extensions of the farm functions with its surrounding elements- usually in the form of silviopasture and agroforestry. For example, certain production fruit and nut tree plantings around a pond will reduce evaporation, create a wind break for reduction of evapotranspiration, and finally give a wood substrate for mushroom inoculation; this in addition of these trees respective crops and give fodder to animals. There is also an emphasis on creating a more closed loop, with few external inputs. The aquaculture pond could be used for rearing of fish will provide effluent for nutrient application. Using the process of nitrification, this water is filtered through various mediums to switch nitrites to nitrates. This offers a more contained nutrient system for established crops. A comprehensive nutrient management plan will have to be created to balance the application. In contrast to the fisheries model where fingerlings are raised for stocking local lakes for sportsman, these fish would be isolated to the one area and be directly provided to market. Certain crops will need higher amounts than others; however, organized guilds of trees and crops with different but symbiotic function utilize their required amount of nutrient need. Though alternative in relation to industrial agriculture, these indigenous uses of the landscape have the highest yield efficiencies and lowest energy input output coefficients.

Further reducing water use, planting using swales along contour absorbs more water into soil organic matter with slower release. Contour trenching in combination with the established aquaculture infrastructure gives ideal prospect for key line irrigation, using the established flood and drain system. Eventually, drip irrigation can be used to provide direct watering with minimal loss. However, key line offers ideal absorption of soil organic matter, lending to a slow release and a successful 90% retention. Crops will also be inoculated with mushroom mycelium to provide further filtration and another crop. Slow release is essential in the desert climate, where evapotranspiration lends to lost moisture. Allowing a plant to continue absorption through roots while its stomata are closed is essential for efficiency.

Agriculture guilds also provide needed water demands of the variety of crops, meaning less moisture lost to evapotranspiration. For instance, forage and orchards use 2000 AF/yr. or 3cfs, while vegetable crops are 10 AF/yr. or 1.4cfs on a 1000 acre parcel. Therefore, each acre of forage and orchard is using .00276 cfs per acre, while vegetable production is using .000138 cfs per acre. Combining the use of forage, trees, and grazing animals provides efficiency within the system and less water demand. Different traits and needs provide a niche for each at optimal biological efficiency.

Along the line of following local traits, managing Fallow deer, chukar, quail, trout, bees and mushrooms utilize the natural habitat provided on Conway soil. More traditional ungulates with appropriate adaptation may also be incorporated with the notion that disease transmission to SNBHS from domestic sheep and goat are incompatible. Forage needs and habitat of wild populations will be considered in the grazing management plan. Electric fencing will give high mobility for ease of access in rotational grazing and predator protection, allowing versatility in management.

The DeChambeau soil location provides an opportunity to offer a more traditional agriculture methodology on available arable land. Preferably, a no till approach will retain soil and mycelium structure, avoiding erosion by wind or precipitation. Polycultures will be maintained to exploit niches, and considering 4-5 year rotation of crops will be on a 1-2 acre scale. This gives an approachable model that relies on bio-intensity for sustainable yields. The use of this land would provide produce for sale to a Community Supported Agriculture program or restaurants, grocery stores, and farmer's markets supported by the extensive tourism industry. Expanded past production, there is also opportunity for interactive workshops or agritourism events that offer a perspective on high desert agriculture. Allowing an alternative agriculture model will provide multiple facets for generating revenue.

More than taking advantage of tourism establishments or increasing food security of Mono County, the availability of a small-scale agriculture operation encourages local employment and vocational training. Programs could be used that provide educational credits during the school year, while internships could be provided to establish marketable skills, employment, and retain a presence of motivated peoples hoping to cultivate Eastern Sierra agricultural heritage.

Taking into consideration some of the other components of Conway Ranch would be the currently defunct raceways from the aquaculture property. These areas have the most disturbance, so opportunistic species ie cheat grass, bouncing bette, Russian thistle, Canadian thistle etc. are going to establish if these areas remain neglected. During public outreach for priorities, the removal of invasive species was the most important aspect. Replacing these R1 species with native perennials will ensure long-term reestablishment. Native flower production would also be incorporated to offer both fresh cut flower and pollinator species habitat.

Further, the ability to slow succession within the bowl meadow from grassland to shrub could be complimented by the improvement of established ditch cut to model beaver dam activity. The parallel from Wilson Creek, where an older beaver dam has flooded rabbit brush and established both grass and wood perennials, providing a more

diverse habitat structure. For further synopsis please see the attached field measurements:

SITE DESCRIPTION AND COMMENTS: CONWAY RANCH – BOWL MEADOW
OCT. 9, 2015

DRAINAGE DITCH INTO WILSON CREEK



Straight ditch draining excess water from meadow flowing north, potential for headcutting at top/beginning of ditch – good place to reinforce with rock or fill in entirely with rock and sediment, let the meadow reclaim this ditch. Some headcutting off of drainage ditch as well.



Ditch holding water – stagnant. Would be good to fill this ditch in with rock/sediment, be sure not to lose sediment out of meadow. West side of ditch significantly drier than East side. Flowing water coming into lower part of drainage ditch from aquaculture and/or spring. Getting wider below confluence, ditch/stream trying to create more sinuosity but much more entrenched (bankfull to floodplain elevation = 0.65m). This could be a good area to split the channel.



Entrenched Zone

Gradient drop, deep water zone and some lateral scouring (0.57m) – check dams done well could also be helpful here (water to bankfull elevation = 0.4m), water not getting out except during big flood events. Extremely fine sediment on banks – will tend to erode more easily. Some early seral stage willows on banks, good. Milfoil growing thick in channel. Bank instability on left could continue to erode back – maybe add some jute cloth along with willow plugs to stabilize bank. (At least three species of willow present)



CONFLUENCE OF DRAINAGE DITCH AND WILSON CREEK

Wilson Creek = 0.77m water depth. Channel has incised over time, water might not reach floodplain except during large flood event. Banks on stream are showing legacy impacts of grazing (i.e. eroding and incised with inset floodplain). Man-made beaver dams could be added to capture sediment and reconnect channel with historic floodplain. Drainage ditch will not become much more entrenched because it is at roughly the same elevation as Wilson Creek, but has the potential to headcut south up the meadow if not reinforced with large rocks to prevent further erosion.

WILSON CREEK

Average height of instability ~1.75m above bankfull elevation. Old beaver dam, this would be good to reinforce/build up – drive in some stakes add some large wood.



Large, newer beaver dam upstream, really raises the water table and is doing excellent things for the meadow and connectivity. Cattails and willows present here, good. There are areas where willows have been drowned out by beaver dams bringing up the water table.



Meadow coming back and may push rabbit brush/sagebrush back but is not known how much water is required to drown out those species.



ACROSS MEADOW

Burned willows and good regrowth, fire may not have been long ago (2-5yrs.). Ditch near old fish pond in an "L" shape needs to be filled in. It would be good to carefully map all the irrigation ditches and list their purposes. Also look to see if there is any imagery of pre and post beaver dam. Get depth profiles in all waterways, including dry waterways.

BELL DIVERSION

Change in substrate, much larger than in meadow streams. Could be used for yearlong dependable flow and for development of good riparian habitat. A lot of willow along this diversion ditch.



This report was compiled by Sabra Purdy, Erin Smith, Jake Suppa, and Gavin Suppa.

Sabra Purdy

209-743-8363

sabrapurdy@gmail.com

Erin Smith

916-847-1044

e.l.smith000@gmail.com

The potential of the Conway Ranch area is limited by the political will that defines this space. Having a niche market based on local foods would provide a retained product. The theme of extracting resources for the short-term gain needs to model a more sustainable element. Having a pilot program approach, with the 75 acres separate from the more traditional operations, could offer a working test model for implementation throughout the county in regards to alternative methodology and crops that may support an entry into the agriculture field.

Thanks for your consideration,

Jake Suppa

suppafungi@gmail.com

760.914.0003



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 21, 2020

Departments: Public Works

TIME REQUIRED 20 minutes

PERSONS APPEARING BEFORE THE BOARD Kalen Dodd

SUBJECT Mono County Bridge Capital Improvement Program

AGENDA DESCRIPTION:

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

Presentation by Kalen Dodd regarding 5-year bridges capital improvement program for the 44 bridges and large culvert crossings which the County is responsible for maintaining.

RECOMMENDED ACTION:

Receive presentation on 5-Year Bridge Capital Improvement Program. Provide any desired direction to staff.

FISCAL IMPACT:

The 5-Year Bridge Capital Improvement Program totals \$3,487,000. The projects identified for FY 2020-2021 and FY 2021-2022 will be funded by the Road Maintenance and Rehabilitation Account (RMRA) and included in the upcoming SB1 RMRA project list and the budget process. Future projects will be funded with RMRA and Federal Highway Bridge Program (HBP) grant funding.

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
Exhibit A presentation .ppt file

History

Time

Who

Approval

4/16/2020 5:49 PM	County Administrative Office	Yes
4/15/2020 5:20 PM	County Counsel	Yes
4/15/2020 5:16 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: April 21, 2020
To: Honorable Chair and Members of the Board of Supervisors
From: Kalen Dodd PE, Associate Engineer, and Garrett Higerd PE, County Engineer
Re: 5-year Bridge Capital Improvement Program

Recommended Action:

Receive presentation on 5-Year Bridge Capital Improvement Program.

Fiscal Impact:

The projects identified for 2020-2021, 2021-2022 will be funded by the Road Maintenance and Rehabilitation Account (RMRA) and included in the upcoming SB1 RMRA project list and the budget process. Future projects will be funded with RMRA and Federal Highway Bridge Program (HBP) grant funding.

Background:

The County is responsible for maintaining 44 bridges and large culvert crossings. Fourteen of these are part of the National Bridge Inventory, and regularly inspected by Caltrans every two years. In an effort to create a bridge program that includes all County crossings, Public Works hired Quincy Engineering of Rancho Cordova to inspect all County crossings and prepare reports to itemize deficiencies. Fortunately, this work found no critical findings but did reveal many maintenance items to address. The inspections also identified some bridges that can no longer be economically maintained and should be replaced.

Public Works staff used the reports to prepare a 5-year Bridge CIP to address deficiencies, extend the life of bridges and plan for replacements. See Exhibit A (attached) for presentation discussing the inspection results, and staff's plan for bridge replacements and maintenance.

Because the proposed plan is partially funded by RMRA funds, the projects shown on this CIP will also appear on the 5-year road CIP.

Please contact me at 760.932.5452 or by email at kdodd@mono.ca.gov if you have any questions.

Respectfully submitted,

Kalen Dodd, PE
Associate Engineer

Attachments: EXHIBIT A – Bridge Presentation



MONO COUNTY BRIDGES

NATIONAL BRIDGE INVENTORY

- ALL BRIDGES AND CULVERTS THAT CARRY VEHICLE TRAFFIC AND ARE MORE THAN 20' CLEAR SPAN ARE SUPPOSED TO BE INCLUDED IN THE NBI, AKA "ON SYSTEM"
- CROSSINGS THAT ARE SHORTER THAN 20' ARE NOT INCLUDED IN THE NBI.
- OF MONO COUNTY'S 44 CROSSINGS, 14 ARE CURRENTLY IN THE NBI, 30 ARE NOT.

INSPECTIONS

- CALTRANS INSPECTS ALL BRIDGES THAT ARE PART OF THE NBI EVERY 2 YEARS.
- WE HIRED QUINCY ENGINEERING TO INSPECT ALL COUNTY BRIDGES AND SOME LARGER CULVERTS



INSPECTION RESULTS

GOOD NEWS

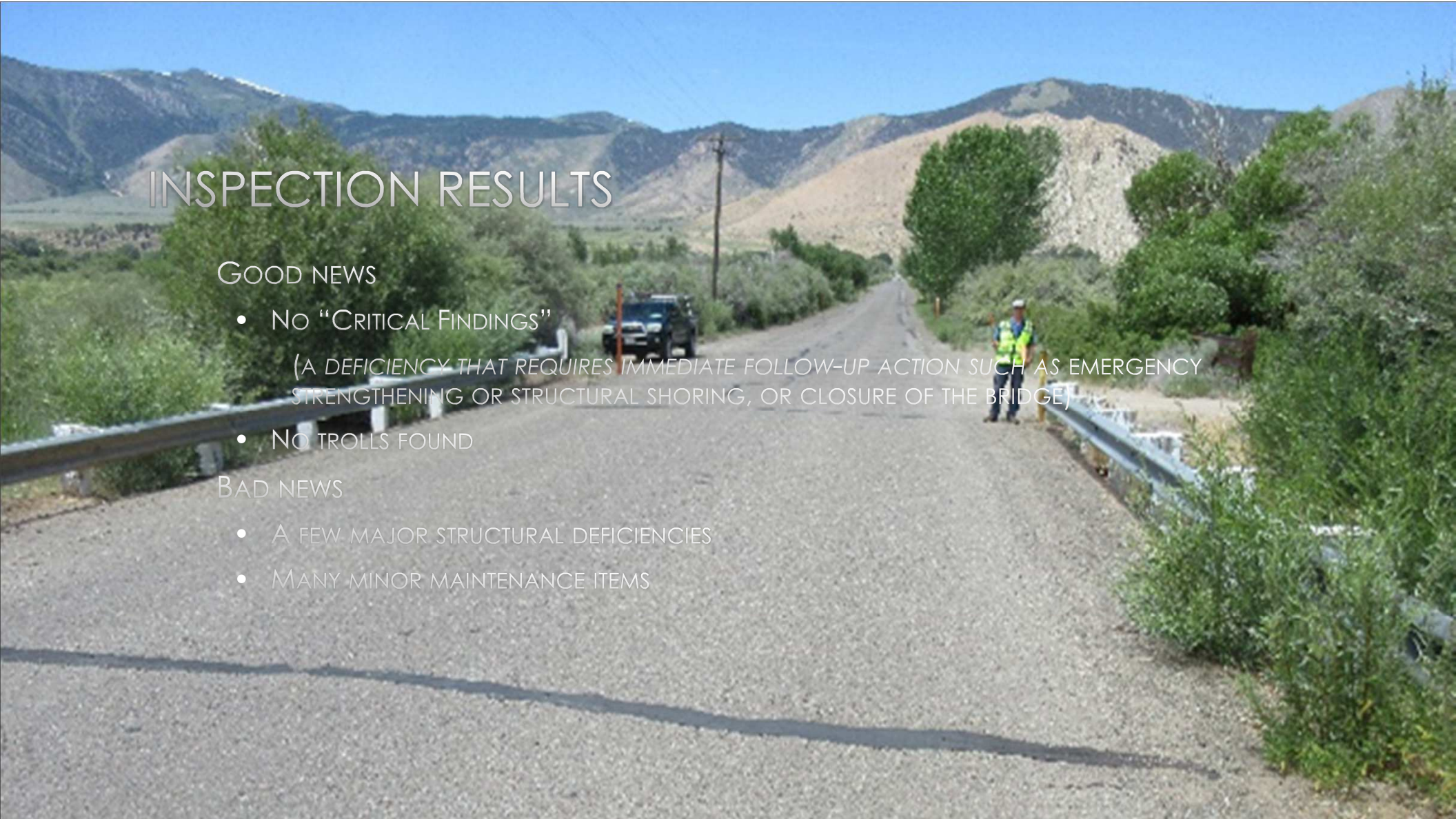
- NO "CRITICAL FINDINGS"

(A DEFICIENCY THAT REQUIRES IMMEDIATE FOLLOW-UP ACTION SUCH AS EMERGENCY STRENGTHENING OR STRUCTURAL SHORING, OR CLOSURE OF THE BRIDGE)

- NO TROLLS FOUND

BAD NEWS

- A FEW MAJOR STRUCTURAL DEFICIENCIES
- MANY MINOR MAINTENANCE ITEMS



INSPECTION RESULTS

THE FOLLOWING WERE IDENTIFIED AS THE FIRST ISSUES TO ADDRESS

LARSON LANE OVER THE WEST WALKER RIVER IS STRUCTURALLY DEFICIENT AND NEEDS REPLACEMENT.

CUNNINGHAM LANE OVER THE WEST WALKER RIVER IS STRUCTURALLY DEFICIENT AND NEEDS REPLACEMENT.

SEVERAL CONCRETE BRIDGE DECKS SHOULD BE SEALED TO PROLONG THEIR LIFE.

SOME TIMBER AND METAL BRIDGE COMPONENTS NEED REPAINTING.



LARSON LANE OVER THE WEST WALKER RIVER

- STRUCTURALLY DEFICIENT
 - CONCRETE DECK SHOWS EVIDENCE OF REBAR CORROSION
 - STEEL SUPERSTRUCTURE IS CORRODED AND WOULD NEED EXTENSIVE BLASTING AND REPAINTING.
- MAINTENANCE WOULD BE A POOR INVESTMENT.
- GOOD CANDIDATE FOR REPLACEMENT WITH A LOW MAINTENANCE DESIGN.

CUNNINGHAM LANE OVER THE WEST WALKER RIVER

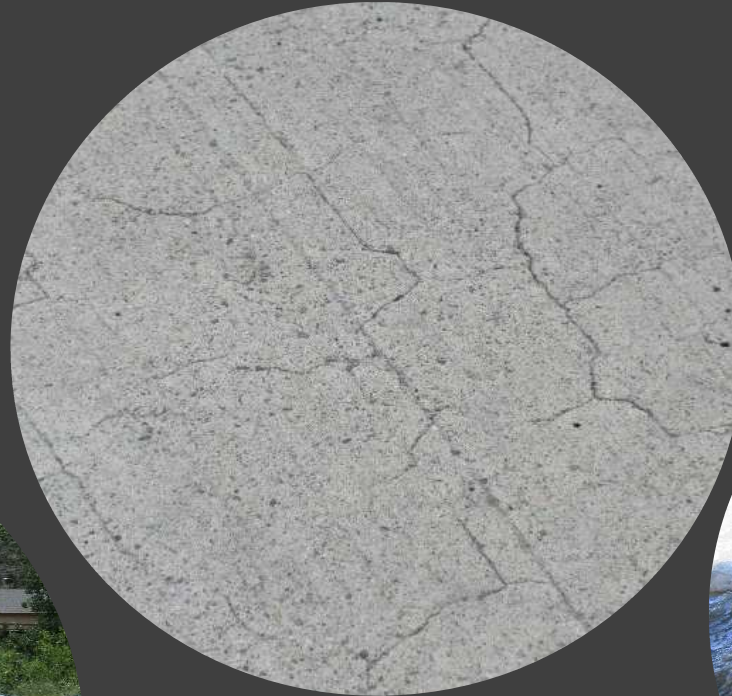
- STRUCTURALLY DEFICIENT
 - FAILING DECK
 - MAJOR CRACKING IN LOAD BEARING ELEMENTS
- MAINTENANCE WOULD BE A POOR INVESTMENT.
- GOOD CANDIDATE FOR REPLACEMENT WITH A LOW MAINTENANCE DESIGN.

Fun Fact: you can see the river through this hole!



DECK SEALING – PREVENTATIVE MAINTENANCE

- SEVERAL CONCRETE BRIDGE DECKS HAVE MINOR CRACKING BUT ARE OTHERWISE IN GOOD SHAPE.
- MAINTENANCE WOULD CONSIST OF METHACRYLATE TREATMENT WHICH PENETRATES AND SEALS CRACKS.
- OTHER BRIDGES HAVE ASPHALT OVER THEIR CONCRETE DECKS. THESE OVERLAYS CAN BE MAINTAINED BY RESEALING THE ASPHALT.
- SOME BRIDGES HAVE WOOD AND STEEL COMPONENTS THAT NEED REPAINTING.
- THESE MAINTENANCE ITEMS ARE A GOOD INVESTMENT, AND WILL EXTEND THE LIFE OF THE BRIDGES.



BUNDLE LIKE PROJECTS

- REDUCES PAPERWORK, OVERHEAD AND MOBILIZATION EFFORT
- BUNDLING WORK INTO LARGER PROJECTS ATTRACTS MORE BIDDERS AND RESULTS IN BETTER PRICES.

PROPOSED BRIDGE CIP – BUNDLE LIKE PROJECTS

Contract Bundle	HBP Bridge #	Road	Water Body	WORK	2020	2021	2022	2023	2024	2025
Bundle 1	47C-0011	Eastside Lane	West Walker River	Methacrylate Deck Treatment	<i>Prelim. Engineering & Design</i> \$22,000	<i>Construction</i> \$220,000				
	47C-0026	Stock Drive	East Walker River							
	47C-0027	Eastside Lane	Irrigation Canal							
	pending	Upper Summers	Green Creek							
Bundle 2	various	Various (16)		Crack Seal and Fog Seal Asphalt overlays		<i>Prelim. Engineering & Design</i> \$6,000	<i>Construction</i> \$60,000			
Bundle 3	various	Various (9)		Repainting		<i>Prelim. Engineering & Design</i> \$19,000	<i>Construction</i> \$190,000			
Bundle 4	47C-006	Larson Lane	West Walker River	Replacement	<i>HBP Application Process</i>			<i>Prelim. Engineering, Design & Environmental</i>		<i>Construction</i>
	47C-0012	Cunningham Lane	West Walker River					\$270,000	\$2,700,000	

FUNDING

- HIGHWAY BRIDGE PROGRAM – PROVIDES FEDERAL AID TO LOCAL AGENCIES, ADMINISTERED BY CALTRANS.
 - INTENDED FOR “STRUCTURALLY DEFICIENT” BRIDGES NEEDING MAJOR REHABILITATION OR REPLACEMENT.
 - ONLY BRIDGES AND CULVERT GROUPS LONGER THAN 20’ CLEAR SPAN ARE ELIGIBLE.
 - COUNTY NEEDS TO MATCH 11.47%
 - CAN MATCH WITH SB1 (GAS TAX) FUNDS, OR LOCAL FUNDS.
- MATCHING FUNDS CAN BE “BANKED” BY PAYING FOR SMALLER BRIDGE PROJECTS WITH LOCAL (OR SB1 OR) FUNDS.
 - SMALLER PROJECTS NEED TO BE A PART OF A BRIDGE PREVENTATIVE MAINTENANCE PLAN, THAT IS APPROVED BY CALTRANS.

LOOKING AT THE CIP AGAIN...

Contract Bundle	HBP Bridge #	Road	Water Body	WORK	2020	2021	2022	2023	2024	2025
Bundle 1	47C-0011	Eastside Lane	West Walker River	Methacrylate Deck Treatment	<i>Prelim. Engineering & Design</i> \$22,000	<i>Construction</i> \$220,000				
	47C-0026	Stock Drive	East Walker River							
	47C-0027	Eastside Lane	Irrigation Canal							
	pending	Upper Summers	Green Creek							
Bundle 2	various	Various (16)			<i>Prelim. Engineering & Design</i> \$6,000	<i>Construction</i> \$60,000				
Bundle 3	various	Various (9)			<i>Prelim. Engineering & Design</i> \$19,000	<i>Construction</i> \$190,000				
Bundle 4	47C-006	Larson Lane	West Walker River	Replacement	<i>HBP Application Process</i>			<i>Prelim. Engineering, Design & Environmental</i> \$270,000 (HBP w/ banked match)		<i>Construction</i> \$2,700,000 (HBP w/ banked match)
	47C-0012	Cunningham Lane	West Walker River							
Banked Match Credit						\$22,000	\$267,000	\$517,000	\$486,031	\$176,341

FUTURE WORK

- CONTINUE TO DEVELOP THE BRIDGE PREVENTATIVE MAINTENANCE PLAN TO BUNDLE PROJECTS & BANK MORE CREDIT
- WORK TO INCREASE THE NUMBER OF BRIDGES AND CULVERTS THAT ARE ELIGIBLE FOR HBP FUNDS.
- 7 BRIDGES HAVE BEEN IDENTIFIED AS POTENTIALLY ELIGIBLE TO BE ADDED TO THE NBI
- ADD MAINTENANCE OF NON NBI (OFF-SYSTEM) CROSSINGS (22), AND INELIGIBLE ITEMS





QUESTO N.S?



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 21, 2020

Departments: Public Works

TIME REQUIRED 5 minutes

PERSONS APPEARING BEFORE THE BOARD Garrett Higerd

SUBJECT Mono County Civic Center Top Lift Asphalt Paving – Contract Award

AGENDA DESCRIPTION:

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

Contract award for the Mono County Civic Center Top Lift Paving Project.

RECOMMENDED ACTION:

Identify Spiess Construction Co., Inc. as the responsible bidder submitting the lowest responsive bid in response to the Invitation for Bids for the Mono County Civic Center Top Lift Asphalt Paving Project (“Project”); 2) approve and authorize Public Works Director to execute a contract with Spiess Construction Co., Inc. for the Project in an amount not to exceed \$172,580.00 (Base Bid and Bid Alternate A); 3) authorize the Public Works Director, in consultation with County Counsel, to administer that contract, including making minor amendments to said contract from time to time as the Public Works Director may deem necessary, and issue change orders to the contract in accordance with Public Contract Code §20142, in an amount not to exceed \$17,258.00 per change order, provided such amendments and change orders do not substantially alter the scope of work, do not cause spending on the project to exceed the budgeted authority, and are approved as to form and legality by County Counsel.

FISCAL IMPACT:

There is approximately \$185,000 surplus available in the Civic Center (193-3250) budget that could be applied to this portion of the project.

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
Exhibit 1 - Bid Tabulation

History

Time	Who	Approval
4/16/2020 5:49 PM	County Administrative Office	Yes
4/15/2020 5:28 PM	County Counsel	Yes
4/15/2020 5:09 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: April 21, 2020

To: Honorable Chair and Members of the Board of Supervisors

From: Garrett Higerd, County Engineer

Re: Mono County Civic Center Top Lift Asphalt Paving – Contract Award

Recommended Action:

(1) Identify Spiess Construction Co., Inc. as the responsible bidder submitting the lowest responsive bid in response to the Invitation for Bids for the Mono County Civic Center Top Lift Asphalt Paving Project (“Project”); (2) approve and authorize the Public Works Director to execute a contract with Spiess Construction Co., Inc. for the Project in an amount not to exceed \$172,580.00 (Base Bid: Civic Center Paving and Bid Alternate A: New 5-Foot Wide Sidewalk); (3) authorize the Public Works Director, in consultation with County Counsel, to administer the contract, including making minor amendments from time to time as the Public Works Director may deem necessary and issue change orders to the contract in accordance with Public Contract Code section 20142, in an amount not to exceed \$17,258.00 per change order, provided such amendments and change orders do not substantially alter the scope of work, do not cause spending on the project to exceed the budgeted authority, and are approved as to form and legality by the Mono County Counsel’s Office; (4) provide any desired direction to staff.

Fiscal Impact:

The total contract price for this Project, including the Base Bid and Bid Alternate A: New 5-Foot Wide Sidewalk, is \$172,580.00. There is approximately \$170,000.00 surplus available in the Civic Center (193-3250) budget that could be applied to this portion of the project. This would be separate from, and in addition to the \$20.5m budget established for the project.

Background:

The Civic Center Design-Build Request for Proposals originally specified a three-inch (3”) thick asphalt paving section for the Mono County Civic Center parking lot. However, during the Schematic Design Phase of the design-build process, it was determined that because the parking lot is a continuation of Tavern Road and Thompsons Way, and would be accepted into the Town of Mammoth Lakes’ (“Town”) road system, the structural section should be a minimum thickness of four inches (4”). In November 2019, the Civic Center Design-Builder’s (Roebbelen Construction) sub-contractor placed the first layer of asphalt. The work did not include the additional and final one inch (1”) of asphalt needed to meet the Town’s road standards.

The Project includes the placement of the final one inch (1”) layer of asphalt necessary for the Mono County Civic Center parking lot to meet the Town’s road standards. In addition, the Project includes, as an alternate bid project, the construction of a 5-foot (5’) wide sidewalk along Tavern Road that will connect Sierra Park Road to the Mono County Civic Center.

The project manual, including the project plans and specifications, for the Project were approved at A special meeting of the Board of Supervisors held on March 26, 2020. In response to the Invitation for Bids, the Mono County Public Works Department received two bids for the Project prior to the April 13, 2020 bid submission deadline. See the Bid Tabulation attached as Exhibit 1.

Staff recommends that the Board of Supervisors award a contract to Spiess Construction Co., Inc., which submitted a responsive bid and is the lowest responsible bidder. Staff recommends that the contract include the Base Bid: Civic Center Paving and the Bid Alternate A: New 5-Foot Wide Sidewalk Base Bid. The contract is attached as Exhibit 2 for your reference.

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
County Engineer

Attachments: Exhibit 1 - Bid Tabulation
Exhibit 2 - Contract with Spiess Construction Co., Inc.

BID TABULATION
Mono County Civic Center
Top Lift Asphalt Paving
Project No. MCCC PAVING

Top Lift Asphalt Paving			Base Bid	
No	Spec Reference	Item	Quantity	Units
1	8	Mobilization	1	LS
2	13	Water Pollution Control	1	LS
3	12	Traffic Control, including Traffic Control Plan	1	LS
4	39	1.5-inch Hot Mix Asphalt	410	Ton
5	39	3-inch Hot Mix Asphalt	80	Ton
6	39	Hot Mix Asphalt Trench Patch	1	LS
Top Lift Asphalt Paving - Base Bid -				

Spiess Construction	
Price per Unit	Item Price
\$ 14,000.00	\$ 14,000.00
\$ 1,000.00	\$ 1,000.00
\$ 1,000.00	\$ 1,000.00
\$ 280.00	\$ 114,800.00
\$ 280.00	\$ 22,400.00
\$ 1,000.00	\$ 1,000.00
	\$ 154,200.00

Qualcon Contractors	
Price per Unit	Item Price
\$ 20,000.00	\$ 20,000.00
\$ 5,000.00	\$ 5,000.00
\$ 5,000.00	\$ 5,000.00
\$ 240.00	\$ 98,400.00
\$ 330.00	\$ 26,400.00
\$ 5,000.00	\$ 5,000.00
	\$ 159,800.00

New 5-foot Wide Sidewalk			Bid Alternate	
No	Spec Reference	Item	Quantity	Units
A1	19	Roadway Excavation (Sidewalk Area)	40	CY
A2	26	4" Aggregate Base (Sidewalk Area)	18	CY
A3	39	2.5-inch Hot Mix Asphalt	21	Ton
A4	19	Shoulder Backing	290	LF
New 5-foot Wide Sidewalk - Bid Alternate - A				

Spiess Construction	
Price per Unit	Item Price
\$ 175.00	\$ 7,000.00
\$ 225.00	\$ 4,050.00
\$ 280.00	\$ 5,880.00
\$ 5.00	\$ 1,450.00
	\$ 18,380.00

Qualcon Contractors	
Price per Unit	Item Price
\$ 200.00	\$ 8,000.00
\$ 300.00	\$ 5,400.00
\$ 500.00	\$ 10,500.00
\$ 20.00	\$ 5,800.00
	\$ 29,700.00

BIDDER'S GRAND TOTAL
(Includes BASE BID and BID ALTERNATE A)

Spiess Construction
\$ 172,580

Qualcon Contractors
\$ 189,500

**AGREEMENT BETWEEN COUNTY OF MONO AND SPIESS CONSTRUCTION
CO., INC. FOR THE CONSTRUCTION OF THE MONO COUNTY CIVIC
CENTER TOP LIFT ASPHALT PAVING PROJECT**

INTRODUCTION

WHEREAS, the County of Mono, a political subdivision of the State of California (“County”), may have the need for the construction and asphalt paving services of Spiess Construction Co., Inc., a California corporation of Santa Maria, California (“Contractor”). Hereinafter, County and Contractor may be referred to individually as a “Party” and collectively as the “Parties”. In consideration of the mutual promises, covenants, terms and conditions hereinafter contained, and intending to be legally bound hereby, the Parties 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 (Scope of Work), attached hereto and by reference incorporated herein. Requests by County to Contractor to perform under this Agreement will be made by the Mono County Public Works Director, 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 April 21, 2020, to August 31, 2020, unless sooner terminated as provided in this Agreement.

3. CONSIDERATION

A. Compensation. County shall pay Contractor in accordance with the schedule of fees set forth in Attachment B (Schedule of Fees) for the services and work described in Attachment A (Scope of Work) 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 One Hundred Seventy-Two Thousand Five Hundred Eighty and NO/100 Dollars (\$172,580.00), plus (for public works) the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors (collectively, the "Contract Limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

E. Billing and Payment. Contractor shall submit to County, on a monthly basis, an itemized statement of all services and work described in Attachment A (Scope of Work), 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 Exhibit 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 and NO/100 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 (Scope of Work) 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 (Scope of Work) 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 (Scope of Work). 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 (Scope of Work), 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 (Scope of Work) 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 and NO/100 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 Five Million and NO/100 Dollars (\$5,000,000.00) per claim or occurrence.
- 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 and NO/100 (\$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 Two Million dollars (\$2,000,000.00) per claim or occurrence or Five Million dollars (\$5,000,000.00) 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 (5) 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 Two Million and NO/100 Dollars (\$2,000,000.00) per claim or occurrence and Two Million and NO/100 Dollars (\$2,000,000.00) general aggregate. If the services provided involve lead-based paint or asbestos identification/remediation, the Pollution Liability policy shall not contain lead-based paint or asbestos exclusions.

B. Coverage and Provider Requirements. Insurance policies shall not exclude or except from coverage any of the services and work required to be performed by Contractor under this Agreement. The required polic(ies) of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a “Best’s” policyholder’s rating of “A” or “A+”. Prior to commencing any work under this agreement, Contractor shall provide County: (1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement for general liability applying to County, its agents, officers and employees made on ISO form CG 20 10 11 85, or providing equivalent coverage; and (3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to County.

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

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

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

10. STATUS OF CONTRACTOR

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as an independent contractor, and not as an agent, officer, or employee of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of, or exercise any right or power vested in, County, except as expressly provided by law or set forth in Attachment A (Scope of Work). 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 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 amended or 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, 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 Party as follows:

If to County:

Mono County Public Works Department
Attn: Tony Dublino, Director
74 North School Street
P.O. Box 457
Bridgeport, CA 93517
PHONE: (760) 932-5440
FAX: (760) 932-5441

If to Contractor:

Spiess Construction Co., Inc.
Attn: Scott A. Coleman, President
P.O. Box 2849
Santa Maria, CA 93457
PHONE: (805) 937-5859
FAX: (805) 934-4432

[CONTINUED ON NEXT PAGE]

25. COUNTERPARTS

This Agreement may be executed in two (2) or more counterparts (including by facsimile and/or 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.

IN WITNESS THEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE LAST DATE SET FORTH BELOW.

COUNTY OF MONO

SPEISS CONSTRUCTION CO, INC.

By: _____
Print Name: _____
Title: _____
Date: _____

By: _____
Print Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

 4/15/20
Mono County Counsel's Office

APPROVED BY RISK MANAGEMENT:

Mono County Risk Manager



ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF MONO AND SPIESS CONSTRUCTION CO., INC. FOR THE CONSTRUCTION OF THE MONO COUNTY CIVIC CENTER TOP LIFT ASPHALT PAVING PROJECT

TERM:

FROM: APRIL 21, 2020 TO: AUGUST 31, 2020

SCOPE OF WORK

A. County has selected, and Contractor shall construct, both the “Civic Center Paving: Base Bid” and the “New 5-Foot Wide Sidewalk: Bid Alternate A,” including all component parts of those bids, as specified on Bid Schedule, Page BD-3, included in the Project Manual for the Mono County Civic Center Top Lift Asphalt Paving Project, Mono County, Project No. MCCC Paving, released in March 2020 (collectively, the “Project Manual”). The Project Manual, including any and all plans, specifications, and contract documents included therein are made a part of and incorporated into the Agreement by this reference. The Project Manual plans, specifications, and contract documents are available for review at the Mono County Public Works Department at 74 North School Street, Bridgeport, California 93517.

B. The major item of work of the Mono County Civic Center Top Life Asphalt Paving Project, Project No. MCCC Paving (the “Project”) is to place asphalt serving the new Mono County Civic Center in Mammoth Lakes, California but shall include (but not be limited to) the following items and tasks: (i) a top lift of asphalt on portions of Tavern Road and Thompsons Way;(ii) a parking area on the northwest of the building; (iii) a sidewalk along Tavern Road; and (iv) other items or details not mentioned above that shall be performed, placed, constructed, or installed in accordance with the Project Manual plans, specifications, and contract documents and the Standard Specifications (2015) and the Standard Plans (2015) issued by the California Department of Transportation, as they may have been amended for County’s use. Notwithstanding contained in the Agreement and this Scope of Work, Project work shall include tasks not expressly or explicitly stated or called for in the Project Manual plans, specifications, and contract documents but that can be reasonably inferred to be necessary for Project to be complete and functional for the intended purpose

C. All work and tasks performed by Contractor in completing the Project shall follow generally-accepted practices for the construction industry and shall meet the minimum requirements and guidelines established by federal, state, and local agencies.

D. The Agreement and this Scope of Work includes and is subject to the provisions of all Project Manual plans, specifications, and contract documents, as well as the General Prevailing Wage Rates established by the California Department of Industrial Relations in effect on the date of this Agreement, all of which are made a part of and incorporated into the Agreement by this reference.

E. All Project work and tasks performed by Contractor shall be coordinated with the Mono County Public Works Department and all authorized representatives thereof, and shall be performed and completed pursuant to the Agreement and the Project Manual plans, specifications, and contract documents. **CONTRACT SHALL BEGIN WORK AND TASKS ON THE PROJECT NO SOONER THAN APRIL 27, 2020, AND DILIGENTLY COMPLETE THE PROJECT BY MAY 15, 2020.** Completion of site improvements shall be specified by the Mono County Public Works Department in a Notice of Completion to be filed in the Mono County Recorder’s Office.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF MONO AND SPIESS CONSTRUCTION CO., INC. FOR THE CONSTRUCTION OF THE MONO COUNTY CIVIC CENTER TOP LIFT ASPHALT PAVING PROJECT

TERM:

FROM: APRIL 21, 2020 TO: AUGUST 31, 2020

SCHEDULE OF FEES:

Subject to the Contract Limit specified in Paragraph 3.D of the Agreement, County will pay to Contractor the unit price for the Project work and tasks specified in this Attachment B in the “Civic Center Paving: Base Bid” and the “New 5-Foot Wide Sidewalk: Bid Alternate A” completed in conformance with the Project Manual plans, specifications, and contract documents as determined by County.

Civic Center Paving			Base Bid			
No	Spec Reference	Item	Quantity	Units	Price per Unit	Item Price
1	8	Mobilization	1	LS	\$14,000	\$14,000
2	13	Water Pollution Control	1	LS	\$1,000	\$1,000
3	12	Traffic Control, including Traffic Control Plan	1	LS	\$1,000	\$1,000
4	39	1.5-inch Hot Mix Asphalt	410	Ton	\$280.00	\$114,800
5	39	3-inch Hot Mix Asphalt	80	Ton	\$280.00	\$22,400
6	39	Hot Mix Asphalt Trench Patch	1	LS	\$1,000	\$1,000
Civic Center Paving - Base Bid - Subtotal:						\$154,200

New 5-foot Wide Sidewalk			Bid Alternate A			
No	Spec Reference	Item	Quantity	Units	Price per Unit	Item Price
A1	19	Roadway Excavation (Sidewalk Area)	40	CY	\$175.00	\$7,000
A2	26	4" Aggregate Base (Sidewalk Area)	18	CY	\$225.00	\$4,050
A3	39	2.5-inch Hot Mix Asphalt	21	Ton	\$280.00	\$5,880
A4	19	Shoulder Backing	290	LF	\$5.00	\$1,450
New 5-foot Wide Sidewalk - Bid Alternate - A Subtotal:						\$18,380

<p align="center">BIDDER'S GRAND TOTAL*</p> <p align="center">(Includes Base Bid + Bid Alternate A)</p> <p>* County will use this total to compare bids and determine apparent low bidder. Note, County will reserve right to choose and construct the base bid with or without the addition of Bid Alternate A.</p>	<p>\$172,580.00</p>
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EXHIBIT 1

AGREEMENT BETWEEN COUNTY OF MONO AND SPIESS CONSTRUCTION CO., INC. FOR THE CONSTRUCTION OF THE MONO COUNTY CIVIC CENTER TOP LIFT ASPHALT PAVING PROJECT

GENERAL CONDITIONS

SECTION 1. GENERAL

1.1 DEFINITIONS AND TERMS.

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

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

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

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

1.2 ORDER OF PRECEDENCE OF DOCUMENTS.

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

SECTION 2. PERFORMANCE OF WORK

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

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

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

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

Town of Mammoth Lakes Public Works Department
Roebbelen Construction
Mammoth Lakes Police Department

- 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 will 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.

3 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.

3.1 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.

3.2 ARCHAEOLOGICAL AND HISTORICAL FINDINGS.

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

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

**SECTION 3. ACKNOWLEDGEMENTS, DISCLOSURES,
CERTIFICATIONS AND AFFIDAVITS**

3.1 DEBARMENT AND SUSPENSION CERTIFICATION

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

3.2 NATIONAL LABOR RELATIONS BOARD CERTIFICATION

Contractor's signature affixed to the Agreement, shall constitute a certification under penalty of perjury under the laws of the State of California that no more than one final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-

year period because of Contractor's failure to comply with a court order to comply with an order of the National Labor Relations Board.

3.3 APPLICABILITY TO SUBCONTRACTORS

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

3.4 QUARTERLY DISCLOSURES

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

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

SECTION 4. SUBCONTRACTORS

4.1 SUBCONTRACTING.

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

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

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

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

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

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

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

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

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

4.2 PERFORMANCE OF SUBCONTRACTORS

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

4.3 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS.

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

4.4 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS.

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

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

4.5 APPALACHIAN REGIONAL DEVELOPMENT ACT OF 1965.

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

SECTION 5. PROJECT IMPLEMENTATION

5.1 PRE-CONSTRUCTION CONFERENCE.

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

5.2 PROSECUTION AND PROGRESS.

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

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

5.3 ORDER OF WORK.

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

SECTION 6. PROJECT ADMINISTRATION

6.1 GENERAL.

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

Control of Work:

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

6.2 OMITTED ITEMS.

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

6.3 CONTRACTOR REPRESENTATION.

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

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

6.4 CONTRACTOR PERSONNEL.

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

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

6.5 METHODS AND EQUIPMENT.

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

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

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

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 **no sooner than April 27, 2020, and diligently complete the project by May 15, 2020.**

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 **\$19,000.00 per day**, as liquidated damages, for each and every working day's delay in finishing the work in excess of the number of working days prescribed above. This sum is based on the recommended calculation located in the Caltrans Local Assistance Procedures Manual at page 17-18 available at: <http://www.dot.ca.gov/hq/LocalPrograms/lam/LAPM/ch12.pdf>

14.3 BREACH.

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

SECTION 15. PROJECT CLOSEOUT

15.1 “As-Built” Drawings.

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

EXHIBIT 2

AGREEMENT BETWEEN COUNTY OF MONO AND SPIESS CONSTRUCTION CO., INC. FOR THE CONSTRUCTION OF THE MONO COUNTY CIVIC CENTER TOP LIFT ASPHALT PAVING PROJECT

PREVAILING WAGES AS OF: APRIL 13, 2020

A. Determination.

The services and work to be provided by Contractor under this Agreement constitute a public work within the meaning of California Labor Code sections 1720 and 1720.3. Accordingly, and as required by California Labor Code section 1771, Contractor and any subcontractor under him, shall pay not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holiday and overtime work, to all workers employed in the execution of those services and work requested by the County as described in Attachment A (Scope of Work) of this Agreement that constitute a public work.

B. Prevailing Wage Rate.

The general prevailing rate of per diem wages applicable to each class of worker employed in the execution of those services and work that constitute a public work under this Agreement has been determined by the Director of the California Department of Industrial Relations (hereinafter referred to as "Director"). Pursuant to California Labor Code section 1773.2, copies of the Director's determination are on file at the Mono County Department of Public Works office, 74 North School Street, Bridgeport, California, and are available to any interested party upon request.

C. Apprentices.

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

D. Penalty for Non-Payment of Prevailing Wages.

Pursuant to California Labor Code section 1775, Contractor, and any subcontractor under him, shall, as a penalty to the County, forfeit not more than Two Hundred dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the general rate of per diem wages for the performance of services and work that constitute a public work, as determined by the Director, for the work or craft for which the worker is employed in the performance of services and work provided under this Agreement that constitute a public work, except as provided by California Labor Code section 1775(b). In addition, Contractor and/or any subcontractor under him shall comply with and be subject to the

remaining requirements and provisions of California Labor Code section 1775, a copy of which is included at the end of this Exhibit 2.

E. Payroll Records.

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

F. Inspection of Payroll Records.

Contractor, and any subcontractor under him, shall comply with each of the additional requirements set forth in California Labor Code section 1776, regarding: (1) the form of records; (2) the provision of records upon request to the County, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the California Department of Industrial Relations; and, (3) the inspection of records by the public.

G. Posting of Prevailing Wages at Job Site.

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

H. Hours.

Pursuant to California Labor Code section 1810, the time of service of any worker employed by Contractor, or by any subcontractor under him, in the performance of services and work requested by the County, as described in Attachment A (Scope of Work) of this Agreement that constitute a public work, is limited and restricted to eight (8) hours during any one (1) calendar day and 40 hours during any one (1) calendar week, except as otherwise provided by the California Labor Code.

I. Overtime.

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

J. Records of Hours.

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

K. Penalty for Violation of Work Hours.

Pursuant to California Labor Code section 1813, Contractor, and any subcontractor under him, shall,

as a penalty to the County, forfeit twenty-five dollars (\$25.00) for each worker employed by the respective contractor or subcontractor in the execution of the services and work requested by the County that constitute a public work, as described in Attachment A (Scope of Work) of this Agreement, for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and 40 hours in any one calendar week.

L. Registration with DIR and Compliance Monitoring.

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

CALIFORNIA LABOR CODE SECTIONS

California Labor Code Section 1775:

(a) (1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

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

(i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

(B) (i) The penalty may not be less than forty dollars (\$40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) The penalty may not be less than eighty dollars (\$80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

(iii) The penalty may not be less than one hundred twenty dollars (\$120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.

(C) If the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.

(D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.

(E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.

(b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

(1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of this section and Sections 1771, 1776, 1777.5, 1813, and 1815.

(2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

(3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

(4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.

(c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

California Labor Code Section 1777.5:

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

(b) (1) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

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

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

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

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

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

“contractor” includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Before commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body, if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program supplying apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates if the contractor agrees to be bound by those standards. However, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. When an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Administrator of Apprenticeship, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this section who has agreed to be covered by an apprenticeship program’s standards upon the issuance of the approval certificate, or who has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the

Administrator of Apprenticeship may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

(1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

(2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.

(3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.

(4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) If an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m) (1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

(2) (A) At the conclusion of the 2002–03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Department of Industrial Relations for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The grant funds shall be distributed as follows:

(i) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.

(ii) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and county for which the training contributions were made to the council, the

grant shall be divided among those programs based on the number of apprentices from that county registered in each program.

(iii) All training contributions not distributed under clauses (i) and (ii) shall be used to defray the future expenses of the Department of Industrial Relations for the administration and enforcement of apprenticeship standards and requirements under this code.

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

(C) The Department of Industrial Relations shall verify that grants made pursuant to this subdivision are used solely to fund training apprentices. If an apprenticeship program is unable to demonstrate how grant funds are expended or if an apprenticeship program is found to be using grant funds for purposes other than training apprentices, then the apprenticeship program shall not be eligible to receive any future grant pursuant to this subdivision and the Department of Industrial Relations may initiate the process to rescind the registration of the apprenticeship program.

(3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Upon appropriation by the Legislature, all moneys in the Apprenticeship Training Contribution Fund shall be used for the purpose of carrying out this subdivision and to pay the expenses of the Department of Industrial Relations.

(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

(o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).

(p) An awarding body that implements an approved labor compliance program in accordance with subdivision (b) of Section 1771.5 may, with the approval of the director, assist in the enforcement of this section under the terms and conditions prescribed by the director.

EXHIBIT 3

AGREEMENT BETWEEN COUNTY OF MONO AND SPIESS CONSTRUCTION CO., INC. FOR THE CONSTRUCTION OF THE MONO COUNTY CIVIC CENTER TOP LIFT ASPHALT PAVING PROJECT

BOND REQUIREMENTS

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

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PERFORMANCE BOND

WHEREAS, the County of Mono, acting by and through its Department of Public Works, has awarded to Spiess Construction Co., Inc., hereafter designated as the “Contractor”, a contract for the work described as follows:

MONO COUNTY CIVIC CENTER TOP LIFT ASPHALT PAVING PROJECT as described in the Project Manual.

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

NOW, THEREFORE, we the undersigned Contractor and Surety are held firmly bound to the County of Mono in the sum of One Hundred Seventy-Two Thousand Five Hundred Eighty and NO/100 Dollars (\$172,580.00), 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 _____, 2020.

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's Office

Mono County Civic Center Top Lift Asphalt Paving Project

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PAYMENT BOND

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

MONO COUNTY CIVIC CENTER TOP LIFT ASPHALT PAVING PROJECT as described in the Project Manual.

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

NOW, THEREFORE, we the undersigned Principal and Surety are bound unto the Obligee in the sum of One Hundred Seventy-Two Thousand Five Hundred Eighty and NO/100 Dollars (\$172,580.00), 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: _____, 2020.

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

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WARRANTY BOND

KNOW ALL BY THESE PRESENTS that we, Spiess Construction Co., Inc., the Contractor in the contract hereto annexed, as Principal, and, _____ as Surety, are held and firmly bound unto the County of Mono in the sum of One Hundred Seventy-Two Thousand Five Hundred Eighty and NO/100 Dollars (\$172,580.00) lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

Signed, Sealed, and Dated

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

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

Dated: _____, 2020.

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

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EXHIBIT 4

AGREEMENT BETWEEN COUNTY OF MONO AND SPIESS CONSTRUCTION CO., INC. FOR THE CONSTRUCTION OF THE MONO COUNTY CIVIC CENTER TOP LIFT ASPHALT PAVING PROJECT

INVOICING, PAYMENT AND RETENTION

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

If this box is checked, then invoicing shall be made in the format and according to the schedule and payment terms set forth in the Application and Certificate for Payment set forth on the following two (2) pages.

The progress of work shall initially be determined by Contractor, but must then be approved in writing by County. Additionally, the making of one or more (1+) progress payments shall not be construed as approval of the work performed by Contractor. Should Contractor submit an improper payment request, County shall, as soon as practicable, return the request to Contractor accompanied by a document setting forth the reasons why the payment request is not proper. Should County determine the services or work have not been completed or performed as called for in the Scope of Work (Attachment A) and/or the Contract Documents and/or should Contractor submit an improper payment request, then County shall withhold payment of any disputed amount, plus those amounts authorized by Public Contract Code section 7107, until the services and work are satisfactorily completed or performed and/or the payment request is corrected and resubmitted.

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

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

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

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OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 21, 2020

Departments: Finance

TIME REQUIRED 30 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD** Megan Mahaffey

SUBJECT Community Development Block Grant
2020 Application

AGENDA DESCRIPTION:

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

Consider approval of a grant application for the Community Development Block Grant (CDBG) competitive program in response to the 2020 Notice of Funding Availability (NOFA) for the following activities: Homeownership Assistance, Tenant Based Rental Assistance, Public Service and Planning Technical Assistance. The Housing and Community Development Competitive Program portion of the CDBG 2020 NOFA has a deadline of June 1, 2020.

RECOMMENDED ACTION:

Approve resolution R20-__ for submittal of a grant application to the Housing and Community Development Competitive Program of the CDBG 2020 NOFA.

FISCAL IMPACT:

Mono County is eligible to apply for up to \$3.5 million in CDBG funding for Community Development activities. Staff recommendations include an application for \$700,000 for Housing Assistance, \$300,000 for Tenant Based Rental Assistance, \$310,000 for Public Service and \$250,000 for Planning Technical Assistance.

CONTACT NAME: Megan Mahaffey

PHONE/EMAIL: 760-924-1836 / mmahaffey@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff report](#)

[Resolution](#)

History

Time	Who	Approval
4/16/2020 5:49 PM	County Administrative Office	Yes
4/16/2020 10:54 AM	County Counsel	Yes
4/15/2020 4:47 PM	Finance	Yes



DEPARTMENT OF FINANCE AUDITOR-CONTROLLER COUNTY OF MONO

Kim Bunn
Assistant Finance Director
Auditor-Controller

Janet Dutcher, CPA, CGFM, MPA
Director of Finance

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

Date: April 21, 2020

To: Honorable Board of Supervisors

From: Megan Mahaffey – Mono County Accountant
Janet Dutcher – Mono County Finance Director
Bob Lawton – Mono County Acting Administrative Officer

Re: Mono County Community Development Block Grant (CDBG) application

Recommended Action: Approve Resolution 20_XX for Mono County applications to the CDBG 2020 NOFA for the Community Development Competitive Program June 1, deadline. Provide any desired direction to staff.

Fiscal Impact: None at this time.

Strategic Plan: A CDBG grant application moves Mono County towards the Strategic focus area of enhancing quality of life for residents.

Background:

There was a Public Hearing conducted on February 18th to allow for citizen participation in the Mono County CDBG grant application. As per the grant parameters, Mono County can submit one application per activity and up to six (6) applications during this 2020 NOFA cycle.

The Community Development Block Grant (CDBG) is a federal program allocated through the California Department of Housing and Community Development, Department of Housing and Urban Development (HUD). The CDBG program is available to all non-entitlement jurisdictions. A non-entitled jurisdiction is a County with fewer than 200,000 residents or unincorporated areas and cities with fewer than 50,000 residents. Mono County has a history of successful CDBG Applications. In previous years, CDBG funds have been used for projects including technical assistance, the June Lake Community Center, Courthouse and County park rehabilitation, Sierra East Mobile Home Park water purification, child care services, and the First Time Homebuyer program.

The Notice of Funding Availability (NOFA) for 2019 and 2020 funds was released on January 21, 2020, with a rolling application acceptance starting February 14, 2020. This year's NOFA is for

approximately \$60 million. Mono County can apply for up to six activities for the 2020 NOFA. Jurisdictions are encouraged to partner with districts, agencies, nonprofit service providers, and other community organizations whenever appropriate to prepare and submit applications for CDBG funding. All grant applications must meet the national objective of benefiting low to moderate income (LMI) persons. A household is considered LMI if the income is 80% or less of the Area Median Income (AMI). The HUD 2019 Area Median income for Mono is \$81,200, making the 80% threshold a household of four making less than \$62,300 or less.

Discussion:

The staff recommendation today is to approve a resolution for the Housing and Community Development Competitive Programs for these grant application activities:

- Public Service
- Homeownership Assistance
- Tenant Based Rental Assistance
- Planning Assistance

This does not preclude Mono County from applying for Housing and Community Development projects for Multifamily Housing, Housing Infrastructure, and Community Development OTC projects by the September 30, 2020 deadline.

The following is a description of the specific programs staff recommend the County seek funding by the June 1 application deadline (previously April 15):

1. Housing Assistance – \$700,000 for Mammoth Lakes Housing to operate a Homeownership Assistance Program in Mono County. We currently have a portfolio of 14 loans ranging from \$54,000 to \$200,000. All loans are 30-year deferred loans with the earliest term being August of 2036 (provided the First Time Homebuyers stay in their home and do not sell.) The County's First Time Homebuyer (FTHB) program is currently operated by Mammoth Lakes Housing (MLH) and is funded by the 2018 HOME award in the amount of \$500,000. Total loan portfolio is \$1.8 million which had leveraged \$2.7 million of private investment for a total of \$4.49 million in real estate investment in Bridgeport, June Lake, Mono City, Chalfant, Hammil Valley, Lee Vining, and Crowley Lake. This program has been run by Mammoth Lakes housing since 2006 and has benefited 15 families since 2005.
2. Tenant Based Rental Assistance (TBRA) - \$300,000 to operate a Tenant Based Rental Assistance program within the jurisdictional boundaries of Mono County. This program would assist tenants with rental payments through a direct payment to the landlord. TBRA programs may be designed to serve the general objective of making housing more affordable for a wide range of low-income households within the jurisdiction.

3. Public Service – \$310,000 for Mono County First 5 to continue operating a Child Care program in partnership with Eastern Sierra Unified School District in Bridgeport for the 2020-2021 and 2021-2022 school year. The County’s current CDBG award funds the Child Care program in Bridgeport and Benton. (Benton enrollment has dropped significantly since the program started in 2015.) This program has been a joint effort by Mono First 5 and the Eastern Sierra Unified School District since the 2016-2017 school year and benefits 10-25 families per year. Child Care services is a strategic priority established by your Board in previous budget cycles.
4. Technical Assistance - \$250,000 for Mono County Community Development to assess the needs of the county’s diverse network of special districts, particularly those for water, sewer and fire, which limit higher density development. This funding will allow completion of a baseline survey of all special districts that will identify infrastructure needs preventing potential low-income housing development. The study would also provide data for increasing capacity needs for accessory dwelling units which are often affordable for low-to-moderate income tenants. The final deliverable would be a capacity improvement plan targeted at reducing infrastructure barriers to housing production. Developing affordable housing solutions is a strategic priority established by your Board in previous budget cycles.

The CDBG rolling application process started on February 14th. The Housing and Community Development Competitive Program deadline was April 15 and was moved to June 1 2020. All of the above grant applications must be submitted by June 1st and include a resolution from the Mono County Board of Supervisors. With the approval of the above applications totaling \$1.56 million, Mono County can still apply for up to \$1.94 million by the September 30th deadline for other projects of interest that fall under the activities of “Multi-family Housing, Housing Infrastructure and Community Development OTC”. Applications for the September 30th deadline would require a separate public hearing if they were not discussed at the Public hearing held on February 18th. Staff also recommend approving a separate resolution for this part of the process, which staff will bring back to your Board for further discussion and consideration at a later date.

Projects of interest for the September 30th deadline include the following developed and recommended by the Mono County Public Works Department:

1. Housing activity: Housing project, Multifamily Rental (5 or more Units) - \$1,200,000
This project would involve the demolition and reconstruction of the Bridgeport Social Services Building, to provide a 5-unit housing development with childcare area of 525 sf within the building. One advantage is that Mono County owns the property which simplifies the grant compliance process. This would be a design-build project.

2. Housing activity: Housing project, Acquisition of Real Property - \$100,000
This project would involve the acquisition of 12 centrally located lots in Bridgeport for the purposes of completing approved infrastructure plans and deed-restricting them for affordable housing.
5. Non-Housing Community Development: Public Improvements - \$90,000
Benton Community Center and Park Project – this project will upgrade the Benton Community Center with ADA path of travel and restrooms. One advantage is the project has issued/approved plans that could be let out to bid once awarded CDBG funds.
6. Non-Housing Community Development: Public Facility - \$1,100,000
Chalfant Community Center demo and re-build. This would be a design-build project.
7. Non-Housing Community Development: Project Pre-Development - \$150,000
This project would provide for the pre-development work necessary to demolish and relocate the Lee Vining Road Shop and replace that facility with an affordable housing development.

Project of interest for the September 30th deadline include the following from Mono County First Five:

1. Non-Housing Community Development: Public Facility - \$120,000
This project would build a childcare site in Walker behind the tennis courts.

Project of interest for the September 30th deadline include the following from Mammoth Lakes Housing:

1. Housing activity: Housing project, Multifamily Rehabilitation (5 or more Units) - \$1,900,000
This project would involve the demolition and reconstruction of the Country glass building in Mammoth Lakes and convert it into 11 one-bedroom affordable rental units. Total project cost is estimated at \$6 million. The project would require a CDBG funded loan from the County to MLH. Terms of the loan are fixed at 0% interest, deferred payments for 55 years. The County would require staffing resources to perform annual monitoring (and audit) on this loan for 55 years and would be second in line to a first deed of trust which MLH would have to secure to make this project viable. Mono County supported a CDBG application in December 2018 until the project was deemed ineligible for CDBG Funds. Progress since December 2018 is unknown. Staff recommend MLH secure the remainder of the \$4.1 million of funds needed to complete the project before considering use of the County's CDBG allocation. If the Board desires to pursue this alternative, the

application will require approval and execution of an MOU agreement to dedicate County CDBG funding within the Town's jurisdiction.

Constraints:

Some constraints to consider with moving forward with the CDBG application are as follows:

1. **50% rule applies to each activity awarded funds.** Any activity that has not spent 50% of awarded funds by next grant cycle precludes the County from applying for the 2021 NOFA.
2. **Staff availability and capacity** to oversee and/or administer these programs.
3. **Mono County is financially liable for all CDBG grant awards** and responsible for ensuring that all awarded funds are spent in accordance to HCD CDBG guidelines and HUD requirements.
4. **Project "Readiness"** is an extremely important component to be competitive. A project should be capable of bidding within 90 days of grant funds being awarded. If awarded OTC funds and does not go out to bid, standard agreements will be canceled.
5. **The CDBG 2020 NOFA funding limit is 3.5 million** for Community Development activities. The NOFA allows for up to six application activities. Additionally, each activity had a funding limit listed below:

Housing Activities

- a. Single-Family Housing Rehabilitation Program, 1-4 units - up to \$1 million
- b. Homeownership Assistance Program - up to \$1 million
- c. Housing Project: Multifamily Rental (5 or more units), Rehabilitation with or without acquisition - up to \$3.5 million
- d. Housing Project: Acquisition of Real Property for Multifamily housing projects - up to \$3.5 million
- e. Public Improvements in Support of Housing: New Construction - up to \$3.5 million

Non-Housing Community Development Activities

- a. Public Improvements (other than In Support of Housing or Businesses) - up to \$3.5 million
- b. Public Facility - up to \$3.5 million
- c. Project Predevelopment (limited to 2 grant awards this NOFA) - up to \$500,000
- d. Public Services - up to \$500,000
- e. Planning & Technical Assistance - up to \$250,000



R20-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS APPROVING A GRANT APPLICATION FOR FUDING AND
THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO
FROM THE 2019 2020 FUNDING YEAR OF THE
STATE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

WHEREAS, the California Department of Housing and Community Development is authorized to allocate Community Development Block Grant (CDBG) funds made available from the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, the Mono County Board of Supervisors has determined that there is a need for CDBG funding within the jurisdictional boundary of Mono County; and

WHEREAS, the Federal Citizen Participation requirements were met during the development of this application.

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

SECTION ONE: The Mono County Board of Supervisors has reviewed and hereby approves an application to the CA Department of Housing and Community Development to participate in the CDBG Housing and Community Development competitive program for an allocation of funds for the following activities and/or programs as:

- Technical Assistance –\$250,000
- Child Care Services –\$310,000
- Homeownership Assistance - \$700,000
- Tenant Based Rental Assistance - \$300,000

SECTION TWO: Mono County acknowledges compliance with state and federal public participation requirements in the development of this application.

SECTION THREE: The Finance Director or his designee is hereby authorized and directed to prepare and execute the CDBG grant application and act on the County’s behalf in all matters pertaining to the application.

SECTION FOUR: If the application is approved, The Finance Director is authorized to enter into and sign the resulting grant agreement and any subsequent amendments with the State of California for the purposes of this grant including funds requests and other required reporting forms.

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PASSED, APPROVED and ADOPTED this 21st day of April, 2020, by the following vote, to
wit:

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

ATTEST:

Stacy Corless, Chair
Mono County Board of Supervisors

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 April 21, 2020

Departments: Finance

TIME REQUIRED 15 minutes

PERSONS Janet Dutcher

SUBJECT HOME 2018 Award Revised
Resolution Allowing for Tenant Based
Rental Assistance

**APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Because of the COVID -19 Public Health Emergency, the State Department of Housing and Community Development is allowing all 2018 HOME awardee's to add tenant based rental assistance to their current contracts as an allowed use. The approval of the revised resolution allows for the addition of Tenant Based Rental Assistance to the current HOME Standard Agreement and will allow for use of \$500,000 grant award on either First Time Homebuyer Assistance or Tenant Based Rental Assistance.

RECOMMENDED ACTION:

Approve Resolution 20-__ , authorizing the re-submittal of the 2018 HOME Investment Partnerships Program resolution to include the addition of a tenant based rental assistance program for awarded funding and execution of a Standard Agreement and amendments thereto and of any related documents necessary to participate in the HOME Investment Partnerships Program to fund the Mono County Tenant Based Rental Assistance and First Time Homebuyer Program.

FISCAL IMPACT:

Allow for the HOME 2018 award of \$500,0000 to be used on First Time Homebuyer Program and Tenant Based Rental Assistance Program, increasing the pool of participants benefiting from this award and a greater likelihood the County will spend all of its award before the award deadline.

CONTACT NAME: Megan Mahaffey

PHONE/EMAIL: 760-924-1836 / mmahaffey@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff report
HOME Resolution with TBRA

History

Time	Who	Approval
4/16/2020 5:49 PM	County Administrative Office	Yes
4/16/2020 9:46 AM	County Counsel	Yes
4/15/2020 5:17 PM	Finance	Yes



DEPARTMENT OF FINANCE

AUDITOR-CONTROLLER

COUNTY OF MONO

Kim Bunn
Assistant Finance Director
Auditor-Controller

Janet Dutcher, CPA, CGFM, MPA
Director of Finance

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

To: Honorable Board of Supervisors

From: Janet Dutcher, Megan Mahaffey
Mono County Finance Department

Date: April 21, 2020

Re: HOME Investment Partnerships Program – Revised Resolution to include Tenant Based Rental Assistance (TBRA)

Recommendation:

Approve Resolution R20-___, Authorizing the re-submittal of the 2018 HOME application to include Tenant Based Rental Assistance (TBRA) for awarded funding under the HOME Investment Partnerships Program (HOME) and execution of a Standard agreement and amendments thereto and of any related documents necessary to participate in the HOME Investment Partnerships Program to fund the Mono County Tenant Based Rental Assistance and First Time Homebuyer Program.

Background:

The Mono County First Time Homebuyer Program began in 2006 and has been funded with grant programs through the State of California Department of Housing and Community Development. Mono County applied for and was awarded HOME grants as follows:

Notice of Funding Availability (NOFA)	Award Amount
2006	\$800,000
2009	800,000
2013	700,000
2018	500,000
Total HOME awards	\$2,800,000

On July 17, 2018, your Board approved Resolution R18-41 which was corrected with Resolution R20-25 on March 10, 2020, authorizing the submittal of the 2018 HOME Grant Application which resulted in successful funding of \$500,000 to continue the first-time homebuyer program. The State Housing and Community Development Department is allowing for awarded 2018 funds to now include the Tenant Based Rental Assistance program.

Discussion:

An opportunity to include an economic based recovery program called Tenant Based Rental Assistance as an additional eligible use of the County's 2018 HOME funds. This program would assist tenants with rental payments through a direct payment to the landlord. HOME TBRA programs may be designed to serve the general objective of making housing more affordable for

a wide range of low-income households within the County's jurisdiction. While this is a new program for the County, it may be a good time to incorporate it into our portfolio of housing programs in response to resident economic needs during the COVID-19 Public Health Emergency, including anticipated high levels of unemployment and the unknown status of the Section 8 program/waiting list. Staff anticipate a need for rental assistance due to the current unemployment of much of the hospitality, tourism, and food-service sectors in our small communities. The use of the funds to support our low-income community members is in line with Mono County's affordable housing goals and the County's current Strategic Plan.

Fiscal Impact:

This resolution, if approved, allows the Mono County Standard Agreement for \$500,000 to include both the first-time homebuyer program and tenant based rental assistance. The expectation is it increases the pool of participants benefiting from this HOME award and a greater likelihood exist for the County to spend all of its award before the closing date of the current grant cycle.



R20-__

**RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
AUTHORIZING SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA STATE
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR FUNDING
UNDER THE HOME INVESTMENT PARTNERSHIPS PROGRAM; AND IF
SELECTED, THE EXECUTION OF A STANDARD AGREEMENT, ANY
AMENDMENTS THERETO, AND OF ANY RELATED DOCUMENTS NECESSARY
TO PARTICIPATE IN THE HOME INVESTMENT PARTNERSHIPS PROGRAM**

WHEREAS, the California Department of Housing and Community Development (the “Department”) is authorized to allocate HOME Investment Partnerships Program (“HOME”) funds made available from the US Department of Housing and Urban Development (“HUD”). HOME funds are to be used for the purposes set forth in Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, in federal implementing regulations as set forth in Title 24 of the Code of Federal Regulations, part 92, and in Title 25 of the California Code of Regulations commencing with section 8200; and

WHEREAS, on June 8, 2018, the Department issued a 2018 Notice of Funding Availability announcing the availability of funds under the HOME Program (the “NOFA”); and

WHEREAS, in response to the 2018 NOFA, The County of Mono, a Subdivision of the State of California (the “Applicant”) wishes to modify the original application to the Department for, and receive an allocation of, HOME funds; and

WHEREAS, Resolution R18-41 of the Mono County Board of Supervisors authorized submittal of an application to the California State Department of Housing and Community

1 Development for funding under the HOME Investment Partnerships Program was approved on
2 July 17, 2018; and

3
4 **WHEREAS**, on March 10th the Board of Supervisors adopted Resolution R20-25, which
5 superseded and replaced Resolution R18-41, and authorized the First-Time Homebuyer
6 Assistance Programs, including down payment assistance and silent second mortgages; and
7

8 **WHEREAS**, California State Department of Housing and Community Development is
9 now allowing for all 2018 awardees the opportunity to revise their application to include Tenant
10 Based Rental Assistance due to COVID-19.
11

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

14 **SECTION ONE:** In response to the 2018 NOFA, the Applicant shall submit an
15 application to the Department to participate in the HOME program and for an allocation of funds
16 for five hundred thousand dollars (\$500,000) for the following activities and/or programs to be
17 located in the jurisdictional boundaries of the County of Mono: First-time homebuyer assistance
18 programs, including down payment assistance and silent second mortgages, and tenant based
19 rental assistance program.
20

21
22 **SECTION TWO:** If the application for funding is approved, then the Applicant hereby
23 agrees to use the HOME funds for eligible activities in the manner presented in its application as
24 approved by the Department in accordance with the statutes and regulations cited above. The
25 Applicant may also execute a standard agreement, any amendments thereto, and any and all other
26 documents or instruments necessary or required by the Department of HUD for the participation
27 in the HOME program (collectively, the required documents).
28

29
30 **SECTION THREE:** The applicant authorizes the County Finance Director or his/her
31 designee(s) to execute, in the name of the applicant, the required documents.
32

1 **SECTION FOUR:** This resolution shall supersede, and replace in its entirety,
2 Resolution R20-25, which shall be of no further force and effect.

3
4
5 **PASSED, APPROVED and ADOPTED** this 21st day of April, 2020, by the following
6 vote, to wit:

7 **AYES:**

8 **NOES:**

9 **ABSENT:**

10 **ABSTAIN:**

11
12
13
14
15 _____
16 Stacy Corless, Chair
17 Mono County Board of Supervisors

18 **ATTEST:**

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32
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 April 21, 2020

Departments: County Counsel

TIME REQUIRED 5 minutes

PERSONS APPEARING BEFORE THE BOARD Stacey Simon, County Counsel

SUBJECT Amendment to Employment Agreement with Robert C. Lawton

AGENDA DESCRIPTION:

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

Amendment to employment agreement with Robert C. Lawton to reflect appointment as Acting County Administrative Officer.

RECOMMENDED ACTION:

Announce Fiscal Impact. Adopt Resolution #R20-___, approving an amendment to the employment agreement of Robert C. Lawton. Authorize the Board Chair to execute said contract amendment on behalf of the County.

FISCAL IMPACT:

The contract amendment increases annual compensation by \$34,827 (\$30,900 is salary, \$3,927 is benefits). The cost associated with the remainder of FY 2019-20 is \$7,256 (\$6,438 is salary, \$818 is benefits). There is sufficient remaining budget at this time to cover the increased costs.

CONTACT NAME: Stacey Simon

PHONE/EMAIL: x1704 / ssimon@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Resolution
Amended Employment Agreement

History

Time

Who

Approval

4/16/2020 5:48 PM	County Administrative Office	Yes
4/15/2020 4:26 PM	County Counsel	Yes
4/15/2020 5:05 PM	Finance	Yes

County Counsel
Stacey Simon

Assistant County Counsels
Christian Milovich
Anne L. Frievalt

Deputy County Counsel
Jason Canger

OFFICE OF THE
COUNTY COUNSEL

Mono County
South County Offices
P.O. BOX 2415

MAMMOTH LAKES, CALIFORNIA 93546

Telephone
760-924-1700

Facsimile
760-924-1701

Paralegal
Jenny Lucas

To: Board of Supervisors

From: Stacey Simon

Date: April 21, 2020

Re: First amendment to employment agreement with Robert Lawton

Recommended Action

Announce Fiscal Impact. Approve Resolution #R20-___, approving an amendment to the employment agreement of Robert C. Lawton. Authorize the Board Chair to execute said contract amendment on behalf of the County.

Fiscal Impact

The contract amendment increases annual compensation by \$34,827 (\$30,900 is salary, \$3,927 is benefits). The cost associated with the remainder of FY 2019-20 is \$7,256 (\$6,438 is salary, \$818 is benefits). There is sufficient remaining budget at this time to cover the increased costs.

Discussion

Mr. Lawton has been employed by the County as Assistant County Administrative Officer. On April 14, 2020, the Board appointed him Acting County Counsel. At that time the Board directed that staff return with a contract amendment to reflect the appointment. The proposed amendment is pursuant to that direction.

If you have any questions on this matter prior to your meeting, please call me at 924-1704.



RESOLUTION NO. R20-

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS APPROVING
FIRST AMENDMENT TO THE
EMPLOYMENT AGREEMENT OF ROBERT C. LAWTON**

WHEREAS, the Mono County Board of Supervisors has the authority under Section 25300 of the Government Code to prescribe the compensation, appointment, and conditions of employment of County employees;

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors, that the Agreement and First Amendment to the Agreement Regarding Employment of Robert C. Lawton, a copy of which is attached hereto as an exhibit and incorporated herein by this reference as though fully set forth, is hereby approved. The compensation, appointment, and other terms and conditions of employment set forth in the Employment Agreement of Robert C. Lawton, as amended by the attached Agreement and First Amendment, are hereby prescribed and shall govern the employment of Robert C. Lawton. The Chairman of the Board of Supervisors shall execute said Agreement and First Amendment on behalf of the County.

PASSED AND ADOPTED this 21st day of April, 2020 by the following vote:

AYES :

NOES :

ABSTAIN :

ABSENT :

ATTEST: _____
Clerk of the Board

Stacy Corless, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

**AGREEMENT AND FIRST AMENDMENT TO
AGREEMENT REGARDING EMPLOYMENT
OF ROBERT C. LAWTON**

This Agreement and First Amendment is entered into by and between Robert C. Lawton and the County of Mono (collectively "the parties") for the purpose of amending the Employment Agreement of Robert C. Lawton entered into on or about February 18, 2020 ("the Agreement").

I. RECITALS

- A. The County currently employs Robert Lawton as its Assistant County Administrative Officer in accordance with the terms and conditions of the Agreement.
- B. On April 14, 2020, the Board appointed Mr. Lawton as Acting County Administrative Officer.
- C. The Board now wishes to amend the Agreement to reflect Mr. Lawton's appointment as Acting County Administrative Officer.

II. AGREEMENT

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

- 1. The following is added to Section 3 of the Agreement:

"Notwithstanding anything to the contrary contained in this Agreement, commencing on April 14, 2020, and until otherwise directed by the Board of Supervisors, Mr. Lawton shall serve as Acting County Administrative Officer for Mono County. Mr. Lawton's salary as Acting County Administrative Officer shall be \$14,450 per month.

During such time as Mr. Lawton serves as Acting County Administrative Officer, all references in this Agreement to the appointing authority or County Administrative Officer shall be read as referring to the Board of Supervisors."

- 2. All other provisions of the Agreement not hereby amended shall remain in full force and effect.

III. EXECUTION:

The parties hereby execute this Agreement as of the date first written above.

EMPLOYEE

THE COUNTY OF MONO

Robert C. Lawton

By: Stacy Corless, Chair
Board of Supervisors

APPROVED AS TO FORM:

County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 21, 2020

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): Bob Lawton, Stacey Simon, Dave Butters, Janet Dutcher, and Anne Frievalt. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO). Unrepresented employees: All.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p>No Attachments Available</p>
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History

Time

Who

Approval



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 21, 2020

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

No Attachments Available

History

Time

Who

Approval



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 21, 2020

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 cases: (1) *People of the State of California et al. v. Los Angeles Department of Water and Power et al.*, (Mono County Superior Court No. 10088); and (2) *County of Mono et al. v. Los Angeles Department of Water and Power et al.*, (Alameda Superior Court Case No. RG18923377).

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p>No Attachments Available</p>
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History

Time	Who	Approval
4/16/2020 5:48 PM	County Administrative Office	Yes
4/15/2020 4:44 PM	County Counsel	Yes
4/15/2020 4:56 PM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 21, 2020

TIME REQUIRED

SUBJECT Closed Session - Initiation of
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. Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code section 54956.9. Number of potential cases: Five.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Anne Frievalt

PHONE/EMAIL: 760 924-1707 / afrievalt@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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History

Time

Who

Approval



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 21, 2020

TIME REQUIRED

SUBJECT Closed Session - Real Property
 Negotiations

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: 452 Old Mammoth Road, Mammoth Lakes. Agency negotiators: Dave Wilbrecht and Shields Richardson. Negotiating parties: Mono County and 452 OM RD., Investors, LLC. Under negotiation: Price and terms of lease.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p>No Attachments Available</p>
--

History

Time

Who

Approval



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 21, 2020

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:

<p>Click to download</p> <p>No Attachments Available</p>
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History

Time

Who

Approval



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 21, 2020

Departments: Community Development

TIME REQUIRED 15 minutes

PERSONS APPEARING BEFORE THE BOARD Wendy Sugimura

SUBJECT Scheduling and Processing of Planning Applications

AGENDA DESCRIPTION:

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

As requested at the April 14 meeting, review planning projects expected to come before the Board in the near future. A description of upcoming projects is contained in the staff report.

RECOMMENDED ACTION:

Provide direction to staff to modify processing procedures given the COVID-19 situation and define the type(s) of project(s) subject to these modifications, or take no action and instead direct staff to continue to follow standard procedures and timelines.

FISCAL IMPACT:

None at this time.

CONTACT NAME: Wendy Sugimura

PHONE/EMAIL: 7609241814 / wsugimura@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

History

Time	Who	Approval
4/17/2020 1:48 PM	County Administrative Office	Yes
4/17/2020 9:33 AM	County Counsel	Yes

4/17/2020 11:45 AM

Finance

Yes

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

April 21, 2020

To: Mono County Board of Supervisors

From: Wendy Sugimura, Director

Re: Scheduling and Processing of Planning Applications During COVID-19 Restrictions

RECOMMENDATION

1. Provide direction to staff to modify processing procedures under COVID-19 restrictions and define the type(s) of project(s) subject to these modifications, or follow standard procedures and timelines.
2. Provide direction to staff for scheduling the proposed Tioga Inn Specific Plan Amendment #3.

FISCAL IMPACT

None.

BACKGROUND

At the April 14 meeting, the Board of Supervisors considered a letter from the Mono Basin Regional Planning Advisory Committee (RPAC) requesting the public hearing on the proposed Tioga Inn Specific Plan Amendment #3 scheduled for the April 16 Planning Commission meeting be postponed due to COVID-19. While the request and discussion was in the context of a particular proposal, the Board's determination will have procedural impacts to all permit applicants in order to maintain a fair process that treats all applicants the same.

The Board declined to give direction to postpone the Planning Commission public hearing but considered delaying the public hearing before the Board of Supervisors. The Board requested a list of potential planning projects that could be before the Board within the near future to comprehensively evaluate potential impacts to the permit approval process.

As an aside, the April 16 Planning Commission meeting was an operational success with a maximum attendance of about 130 people, and it appears all public who wished to directly address the Commission under public comment were able to do so. Approximately five hours of public testimony was taken. The Community Development Department would like to extend a huge thank you and appreciation to the County's extraordinary IT staff for their assistance, especially Milan Silva and Matt Ulery. Andy Liu also assisted.

DISCUSSION

The exact timing of projects is difficult to determine with certainty further out than a month; however, the following projects have the potential to come before the Board in the next few months, or are significant enough that the Board should be aware of them. Policy projects are included as these often include significant public comment, but would not be affected by changes to permit application processing procedures.

May

- Tioga Green Cannabis Operations Permit Modification and Fee Waiver
- Tioga Inn Specific Plan Amendment #3 and Final Subsequent Environmental Impact Report (FSEIR)

June

- Single-family residential short-term rental in Swall Meadows
- June Lake Highlands Specific Plan and Tract Map Modifications to allow short-term rentals
- Workshop on potential hemp policies (or in July)

Timing Undetermined

- Three permit applications triggering General Plan Amendments:
 - Cannabis cultivation in Benton
 - Campground in Mono Basin
 - Mixed use commercial/housing project in June Lake
- Four policy projects triggering General Plan Amendments:
 - Cannabis regulation amendments (may also trigger County Code modifications)
 - Safety Element revision (follow up to approval of the Multi-Jurisdictional Hazard Mitigation Plan)
 - Land Use Element revision to reflect new state law on accessory dwelling units and minor clean up items
 - Circulation Element update (follow up to adoption of Regional Transportation Plan)
- Development of cannabis odor mitigation ordinance
- Long Valley / sage grouse policy issues
- Single-family residential short-term rental in Crowley Lake

Future Projects (timing undetermined)

- North County Water Transactions Project (workshop)
- Owens Valley Basin Groundwater Sustainability Plan (workshop)

For questions, please contact me at (760) 924-1814 or wsugimura@mono.ca.gov.