



# **AGENDA**

## **BOARD OF SUPERVISORS, COUNTY OF MONO**

### **STATE OF CALIFORNIA**

Regular Meetings: First, Second, and Third Tuesday of each month. Location of meeting is specified below.  
Meeting Location: Mono Lake Room, 1st Fl., County Civic Center, 1290 Tavern Rd., Mammoth Lakes, CA 93546

### **Regular Meeting**

### **February 18, 2025**

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#### **TRIBAL LAND ACKNOWLEDGMENT**

*In respect to the Indigenous People and Tribal Elders, past, and present, the Bridgeport Indian Colony, Mono Lake Kootzaduka'a Tribe, and Utu Utu Gwaitu Tribe are the Indigenous People who live within this, their ancestral homeland from time immemorial to the present and have been the caretakers of these lands, waters, and all natural resources for the benefit of the environment and of all living things. We who live in Mono County offer this land acknowledgment with a spirit of mutual respect and collaboration.*

#### **TELECONFERENCE INFORMATION**

This meeting will be held in person at the location listed above. Additionally, a teleconference location will be available where the public and members of the Board may participate by electronic means.

1. Mammoth Teleconference Location – for meetings held on the first and second Tuesday of each month - Mono Lake Room of the Mono County Civic Center, First Floor, 1290 Tavern Road, Mammoth Lakes, CA. 93546;
  2. Bridgeport Teleconference Location – for meetings held on the third Tuesday of each Month - Mono County Courthouse, Second Floor Board Chambers, 278 Main Street, Bridgeport, CA. 93517;
  3. Zoom Webinar. Absent participation by a member of the Board under AB 2449, the Zoom Webinar is provided as a courtesy participation method but is not guaranteed.
- Members of the public may participate in person at the above listed locations, or, if available, via the Zoom Webinar, including listening to the meeting and providing public comment, by following the instructions below.

#### **To join the meeting by computer:**

Visit <https://monocounty.zoom.us/j/83537511698> or visit <https://www.zoom.us/>, click on "Join A Meeting" and enter the Zoom Webinar ID 835 3751 1698.

To provide public comment, press the "Raise Hand" button on your screen.

#### **To join the meeting by telephone:**

Dial (669) 900-6833, then enter Zoom Webinar 835 3751 1698

To provide public comment, press \*9 to raise your hand and \*6 to mute/unmute.

Additionally, if available, you may view the live stream of the meeting by visiting:

[https://monocounty.granicus.com/MediaPlayer.php?publish\\_id=d22ef896-2eca-458d-9a09-0aaada470806](https://monocounty.granicus.com/MediaPlayer.php?publish_id=d22ef896-2eca-458d-9a09-0aaada470806)

**NOTE:** In compliance with the Americans with Disabilities Act, if you need special assistance to participate in

this meeting, please contact the Clerk of the Board at (760) 932-5530 or [bos@mono.ca.gov](mailto:bos@mono.ca.gov). Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting (See 42 USCS 12132, 28CFR 35.130).

Full agenda packets are available for the public to review in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517) and online at <http://monocounty.ca.gov/bos>. Any writing distributed less than 72 hours prior to the meeting will be available for public inspection in the Office of the Clerk of the Board and online.

***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**

Opportunity for the public to address the Board on items of public interest that are within the subject matter jurisdiction of the Board. (Speakers may be limited in speaking time dependent upon the press of business and number of persons wishing to address the Board.) Please refer to the Teleconference Information section to determine how to make public comment for this meeting via Zoom.

**2.            RECOGNITIONS - NONE**

**3.            COUNTY ADMINISTRATIVE OFFICER**

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

**4.            DEPARTMENT/COMMISSION REPORTS**

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

**5.            CONSENT AGENDA**

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

**A.          Mono County Jail Construction Bid Package Authorization**

Departments: Public Works

Authorization to Bid and Award Project 9646-10 - Mono County Jail.

**Recommended Action:** Approve the referenced bid package and authorize the Public Works Department to advertise the project for bids upon final BSCC, DOF, DGS and County Counsel approvals, with minor modifications if required for said approvals.



**Fiscal Impact:** This project is expected to cost approximately \$30 million. Actual costs will be known upon bid opening. The project is funded with unspent debt proceeds and General Fund contributions in the Criminal Justice Facility Capital Projects Fund and \$25 million from the State under the SB 844 funding legislation. Public Works will return to the Board for further authorization once bids are received.

**B. Budget Adjustment for District Attorney TruNarc Joint Purchase**

Departments: District Attorney

A budget adjustment is needed to purchase a hand-held narcotics analyzer/identifier. This purchase will facilitate the efficient and safe testing of narcotics, including methamphetamine, in the field. This is a joint agency purchase recently agreed to by Mono County and the Town of Mammoth Lakes and requires an budget adjustment for purchase.

**Recommended Action:** Approve FY 2024-25 budget adjustment as requested or amended (requires 4/5ths approval).

**Fiscal Impact:** This purchase will be made using our California Multijurisdictional Methamphetamine Enforcement Team (CalMMET) fund. There is no cost to the General Fund.

**C. Ordinance Adding Section 2.64.040 Providing for County Observance of Federally Designated Holidays**

Departments: CAO; County Counsel

Proposed ordinance adding section 2.64.040 to the Mono County Code of Ordinances providing for county observance of federally designated holidays.

**Recommended Action:** Adopt proposed ordinance.

**Fiscal Impact:** None.

**D. Approve Resolution Amending the Allocation List**

Departments: Human Resources

Amendments to the allocation list.

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

**Fiscal Impact:** None.

**E. Quarterly Investment Report**

Departments: Finance

Investment Report for the Quarter Ended December 31, 2024.

**Recommended Action:** Approve the Investment Report for the Quarter ended December 31, 2024.

**Fiscal Impact:** None.

**6. CORRESPONDENCE RECEIVED**

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

**A. Letter of Support - Ski Hill Resources for Economic Development (SHRED) Act**

Departments: Clerk of the Board

Mono County letter of support for the Ski Hill Resources for Economic Development (SHRED) Act.

**7. REGULAR AGENDA - MORNING**

**A. PUBLIC HEARING: Appeal of Planning Commission Denial of Use Permit 24-02/VHR Poe**

Departments: Community Development

PUBLIC HEARING: 9:00 AM (30 minutes)

(Erin Bauer, Planning Analyst) - Public Hearing regarding appeal of UP 24-009/VHR Poe, an application to conduct transient rental of a single-family dwelling at 19 Willow Ave. in June Lake.

**Recommended Action:** Conduct public hearing. Consider and affirm, affirm in part, or reverse the previous determination of the Planning Commission regarding Use Permit 24-009/VHR Poe, or remand Use Permit 24-009/VHR Poe back to the Planning Commission for consideration of additional information.

**Fiscal Impact:** Potential tax revenue may be generated if the property owner is allowed to conduct transient rentals.

**B. White Mountain Fire Protection District Projects Presentation**

Departments: Clerk of the Board

20 minutes

(Chief Doonan, White Mountain Fire Protection District) - Presentation from Dave Doonan, Fire Chief, White Mountain Fire Protection District regarding the Benton Fire Station Project, including plans for a replacement station in Benton. Begin a discussion of the transferring of parcel APN 25-200-031, or a portion thereof, to the White Mountain Fire Protection District for a satellite emergency service facility (land purchased by the county for an emergency services facility in 2009).

**Recommended Action:** Consider approving proposed letter of support.

**Fiscal Impact:** None.

**C. Appointment of Emergency Standby Officials**

Departments: Emergency Management

10 minutes

(Chris Mokracek, Emergency Management Director) - Presentation regarding the appointment of Emergency Standby Officials pursuant to the California Emergency Services Act to ensure continuity of county government in the event that conditions of disaster prevent one or more members of the Board of Supervisors, or the County Administrative Officer, from carrying out their official duties.

**Recommended Action:** Adopt proposed resolution regarding the appointment of Emergency Standby Officials.

**Fiscal Impact:** None.

**D. Annual Brown Act Update**

Departments: County Counsel

30 minutes

(Christopher Beck, County Counsel) - Presentation by County Counsel regarding Annual Brown Act Update and Training.

**Recommended Action:** None, informational only.

**Fiscal Impact:** None.

**8. CLOSED SESSION**

**A. Closed Session - Labor Negotiations**

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Sandra Moberly, Oliver Yee, Christopher Beck, Janet Dutcher, and Christine Bouchard. 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 Correctional Deputy Sheriffs' Association. Unrepresented employees: All.

**9. BOARD MEMBER REPORTS**

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

**A. Board Member and Board Ad Hoc Reports**

- Board Ad Hoc Arts Committee (Supervisor Peters, Supervisor Salcido)
- Board Chambers Ad Hoc Committee (Supervisor Peters, Supervisor Salcido)
- Housing Ad Hoc Committee (Supervisor Kreitz, Supervisor McFarland)
- Tax Sharing Ad Hoc Committee (Supervisor Salcido)

**ADJOURN**



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** February 18, 2025

**Departments: Public Works**

**TIME REQUIRED**

**SUBJECT** Mono County Jail Construction Bid  
Package Authorization

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

Authorization to Bid and Award Project 9646-10 - Mono County Jail.

### RECOMMENDED ACTION:

Approve the referenced bid package and authorize the Public Works Department to advertise the project for bids upon final BSCC, DOF, DGS and County Counsel approvals, with minor modifications if required for said approvals.

### FISCAL IMPACT:

This project is expected to cost approximately \$30 million. Actual costs will be known upon bid opening. The project is funded with unspent debt proceeds and General Fund contributions in the Criminal Justice Facility Capital Projects Fund and \$25 million from the State under the SB 844 funding legislation. Public Works will return to the Board for further authorization once bids are received.

**CONTACT NAME:** Paul Roten

**PHONE/EMAIL:** 760-709-0427 / [proten@mono.ca.gov](mailto:proten@mono.ca.gov)

### SEND COPIES TO:

[kdodd@mono.ca.gov](mailto:kdodd@mono.ca.gov)

### MINUTE ORDER REQUESTED:

☒ YES ☐ NO

### ATTACHMENTS:

Click to download
<input type="checkbox"/> <a href="#">Mono Co Jail Staff Report</a>
<input type="checkbox"/> <a href="#">Mono Co Jail Bid Docs</a>

History

Time

Who

Approval

2/13/2025 1:01 PM	County Counsel	Yes
2/13/2025 12:14 PM	Finance	Yes
2/13/2025 1:34 PM	County Administrative Office	Yes



## MONO COUNTY DEPARTMENT OF PUBLIC WORKS

POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517  
760.932.5440 • [monopw@mono.ca.gov](mailto:monopw@mono.ca.gov) [www.monocounty.ca.gov](http://www.monocounty.ca.gov)

**Date:** February 18<sup>th</sup>, 2025  
**To:** Honorable Chair and Members of the Board of Supervisors  
**From:** Paul Roten, Director of Public Works  
**Subject:** Authorization to advertise the New Mono County Jail Project for bid

### Background:

With Senate Bill (SB) 844, Mono County was awarded a \$25,000,000 grant to assist in replacing the Mono County Jail in Bridgeport. The following is a rough overview of the process since that time.

February 2017 - The Board selected the option to construct a new facility at the Old Hospital. This location required the demolition of the existing abandoned hospital.

February 2021 – Mono County established a contract with Lionakis for Architectural Services.

February 2022 – Mono County established a contract with Kitchell for Construction Management Services.

November 2022 – Mono County initiated the bid process for Hazardous Material Abatement and Monitoring.

April 2023 – After the record winter of 2022/2023, Hazardous Material Abatement and Monitoring tasks began.

June 2023 – Mono County received approval by the California State Department of Finance to continue the design process.

June 2023 – With oversight by the State Fire Marshall, Bridgeport Utility District performed an Onsite flow test which showed that the existing water system can support the fire flow requirements of the new facility.

July 2023 – Mono County initiated the bid process for Hospital Demolition and Utility Relocation, with bid opening on July 26<sup>th</sup> at 3:00 pm.

June 2024 – State Fire Marshal Approval of Plans

October 2024 – BSCC final approval of Scope and Working Drawing Approval

February 2025 – DGS lease agreement approval

**Discussion:**

BSCC has noted that this project is ready to advertise for bidding, upon some minor processes that must be performed between the BSCC and the DOF. We are presently awaiting some additional Board of State and Community Corrections (BSCC) as well as Department of Finance (DOF) processes that are required for authorization to bid. Further a final review is required by County Counsel prior to bid. The Final Bid Package will not be available until BSCC authorization.

The complete Draft Jail Bid Package can be found at:

<https://monocounty.ca.gov/facilities/page/mono-county-jail-project-under-construction>.

To move forward as quickly as possible, we plan to advertise this project for Bid at the moment that we have received both BSCC and DOF authorizations, as well as final Counsel approval. It is possible that Authorization could occur within a week. We wish to avoid further delays.

Public Works will return to the board once bids are received, with actual project costs, for authorization prior to the award of the construction contract.

If you have any questions regarding this item, please contact me at (760) 709-0427.

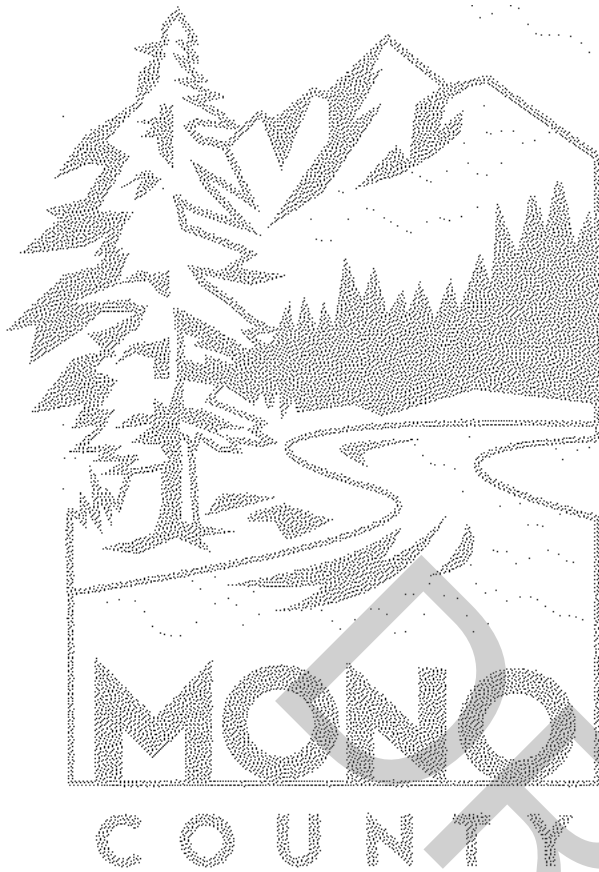
Respectfully submitted,



Paul Roten – Director of Public Works

Attachments: Section 00 of the specifications including bid documents and Notice to Bidders





# **Project Manual**

**Volume 1 of 3**

## **Mono County Jail Bridgeport, CA**

**221 Twin Lakes Road  
Bridgeport, California 93517**

**Pre-Bid Conference:**

**Bid Date:**

**Project Number: PW-9646**



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***Department of Public Works***

DRAFT

**BOARD OF SUPERVISORS  
COUNTY OF MONO, STATE OF CALIFORNIA**

**NOTICE TO BIDDERS**

**Mono County Jail**

**221 Twin Lakes Road, Bridgeport, California 93517**

**Contract No. PW-9646**

Sealed proposals will be received at the Mono County Clerk of the Board,

**(For Fed-Ex, UPS, etc. or Hand Delivered)  
Clerk of the Board of Supervisors  
Annex 1, 74 North School Street  
Bridgeport, CA 93517**

or

**(For USPS Delivery)  
Clerk of the Board of Supervisors  
P.O. Box 237  
Bridgeport, California, 93517**

until

at which time the bidding will be closed. Promptly following the closing of the bidding, all timely submitted bids will be publicly opened and read at in the Lobby on the first floor of Annex 1, 74 North School Street., for construction in accordance with the specifications thereof, to which special reference is made as follows:

***MONO COUNTY JAIL***

This project will construct a new stand-alone jail facility on county-owned land in Bridgeport, CA. The new jail will replace the existing jail located in downtown Bridgeport and will include housing, intake/release, and support space. Housing will consist of approximately 50 beds in multiple housing units, each with a dayroom. There will also be an outdoor recreation space. The housing area will be controlled by an adjacent central control station. Housing support will consist of program space, medical and mental health, kitchen, and laundry facilities. Staff and public support spaces include an intake area that includes in-custody holding, in-person visitation, family visitation, an isolation room, safety cell, interview space, a public lobby, video visitation, administration, a vehicle sallyport, parking space, mechanical space, electrical space, and storage. The project will also include, but is not limited to, utilities; electrical; plumbing; mechanical; heating, ventilation, and air conditioning; communications; fencing; security and fire protection systems; as well as minor landscaping and pavement for building access.

**Pre-Bid Conference:**

A pre-bid conference will be held at

Contractors should meet onsite at **221 Twin Lakes Road, Bridgeport, California 93517.**

Park in the dirt area, enclosed by the chain-link fence. Please do not park in front of buildings on the north side of the site.

A discussion of the project will be held and the project site will be open for examination. Attendance at the pre-bid is not mandatory; however, the scheduled pre-bid will be the only opportunity for prospective bidders to visit the site in the presence of County staff, and requests for individual site visits with County staff may not be granted. Prospective bidders may visit the site unattended.

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PROJECT MANUAL  
FOR  
MONO COUNTY PUBLIC WORKS DEPARTMENT  
MONO COUNTY NEW JAIL - NEW CONSTRUCTION

LIONAKIS JOB NO. 018133

OWNER:  
MONO COUNTY PUBLIC WORKS  
P.O. Box 457  
Bridgeport, CA 93517  
760-932-5459

ARCHITECT:  
LIONAKIS  
2025 19th Street  
Sacramento, CA 95818  
916-558-1900



Maynard F. Feist

License # C23115

STRUCTURAL ENGINEER:  
LIONAKIS  
2025 19th Street  
Sacramento, CA 95818  
916-558-1900



Darron E. Huntingdale

License # S4788

CIVIL ENGINEER:  
NCE  
1885 S. Arlington Ave, Suite 111  
Reno, NV 89509  
775-329-4955



Franz G. Haidinger

License # C64725

MECHANICAL, PLUMBING, AND  
FIRE PROTECTION ENGINEER:  
CAPITAL ENGINEERING CONSULTANTS, INC.  
11020 Sun Center Drive, Suite 100  
Rancho Cordova, CA 95670  
916-851-3500



Kevin Stillman

License # M33498

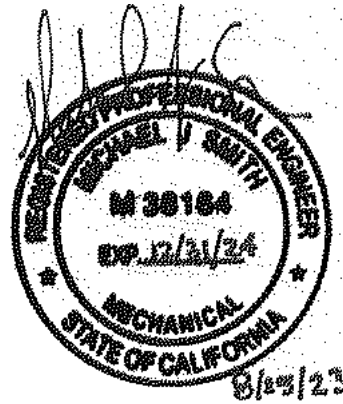
ELECTRICAL ENGINEER:  
LP CONSULTING ENGINEERS  
1209 Pleasant Grove Blvd.  
Roseville CA 95661  
916-771-0778



Ciprian Paduraru

License # E19533

SECURITY ELECTRONICS:  
LATTA TECH  
1225 West 15<sup>th</sup> Street, Suite 300  
Plano, TX 75075  
972-633-5850



Michael J. Smith

License # 38164

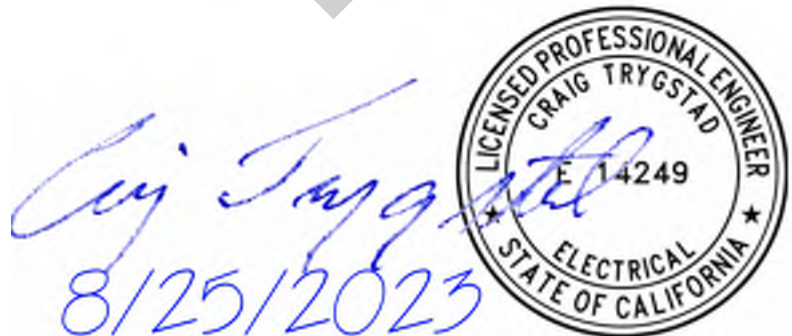
LANDSCAPE ARCHITECT:  
KLA, INC.  
151 N. Norlin Street  
Sonoma, CA 95370  
209-532-2856



Thomas W. Holloway

License # 3589

RADIO CONSULTANT:  
CSI TELECOMMUNICATIONS, INC.  
6 Hamilton Landing, Suite 170  
Novato, CA 94949  
530-746-2454



Craig Trygstad

License # E14249

Agency Approval:

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DRAFT



PROJECT MANUAL  
FOR  
MONO COUNTY PUBLIC WORKS DEPARTMENT  
MONO COUNTY NEW JAIL - NEW CONSTRUCTION

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**Bid Documents, Project plans and specifications**

Project plans and specifications will be available for bidder download along with planholder and exchange/publication names from the Mono County Bid Management System website at [bids.monocounty.ca.gov](https://bids.monocounty.ca.gov).

All questions regarding this project shall be in writing and shall be received by the Department of Public Works, no later than 3:00 P.M. on the tenth (10th) calendar day before bid opening. Any questions received after this deadline will not receive a response unless the Department of Public Works and Planning elects to issue an addendum to revise the bid opening date. In the event that the bid opening date is revised, the deadline for questions will be extended to no later than 2:00 P.M. on the tenth (10th) calendar day before the revised bid opening date. Questions shall be submitted on the to [bids.monocounty.ca.gov](https://bids.monocounty.ca.gov)

Any changes to, or clarification of, the project plans and specifications will be posted on the Bid Management System. Questions that prompt a change or clarification will be included in the addendum with the subsequent answer.

Any oral explanations or interpretations given to this project are not binding.

**Bid Process**

Bids are required for the entire work described herein, including bids for each of the additive alternate bids and allowance. Bids will be compared, for purposes of identifying the apparent low bidder for proposed award of the project, on the basis of the total of the base bid plus the total of the additive alternate bids and allowance; provided, however, that the ultimate scope of the project, as subsequently determined by the Board of Supervisors at the time of award, may or may not include all or any of the additive alternate bids.

Bids shall be submitted in a sealed envelope addressed to the Department of Public Works and labeled with the name of the bidder, the name of the project and the statement 'Do Not Open Until The Time Of Bid Opening.'

Upon request, bidders may receive a Summary of Bids and a list of subcontractors for the apparent low bidder, generally within 24 hours of the bid opening.

The Board of Supervisors reserves the right to reject any or all bids.

**Licensing, statutory and regulatory requirements**

No contract will be awarded to a contractor who has not been licensed in accordance with the provisions of the Contractors State License Law, California Business and Professions Code, Division 3, Chapter 9, as amended, or whose bid is not on the proposal form included in the contract document. A valid California Contractor's License, **Class B, General Building Contractor** is required for this project.

The Contractor and his subcontractors shall comply with all applicable statutes and regulations, and all provisions of Sections 2.51, 2.52 and 2.55 of the General Conditions, regarding payment of wages, hours of work and all other labor compliance issues.

## **Bonding**

Bid security in the amount of ten (10) percent of the amount of the bid, and in the form of a bid bond issued by an admitted surety insurer licensed by the California Department of Insurance, cash, cashier's check or certified check shall accompany the bid. Bid security shall be made in favor of the County of Mono.

In addition to the bid bond required by law of all bidders on public works projects, the successful bidder shall furnish a faithful performance bond, a payment bond and a warranty bond in accordance with the provisions of Section 2.36 of the General Conditions.

The successful bidder shall furnish a faithful performance bond in the amount of 100 percent of the contract amount and a payment bond in the amount of 100 percent of the contract amount. Each bond specified in this Notice (bid bond, faithful performance bond and payment bond) shall meet the requirements of all applicable statutes, including but not limited to those specified in Public Contract Code section 20129 and Civil Code section 3248.

Each bond specified in this Notice shall be issued by a surety company designated as an admitted surety insurer in good standing with and authorized to transact business in this state by the California Department of Insurance, and acceptable to the County of Mono. Bidders are cautioned that representations made by surety companies will be verified with the California Department of Insurance. Additionally, the County of Mono, in its discretion, when determining the sufficiency of a proposed surety company, may require the surety company to provide additional information supported by documentation. The County generally requires such information and documentation whenever the proposed surety company has either a Best's Key Rating Guide of no less than **A** and a financial size designation of no less than **VIII**. Provided, however, that the County expressly reserves its right to require all information and documentation to which the County is legally entitled from any proposed surety company.

Pursuant to Public Contract Code Section 22300, substitution of securities for any moneys withheld by the County of Mono to ensure performance under the contract shall be permitted.



## **Labor Compliance**

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Except as provided in Labor Code section 1725.5(f), no contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

Except as provided in Labor Code section 1725.5(f), no contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015), or engage in the performance of work on or after January 1, 2018 on any public works project (regardless of the date on which the construction contract was awarded), unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

Minimum wage rates for this project, as predetermined by the Secretary of Labor, are set forth in the Special Provisions. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the Prevailing Wage Rates predetermined by the Director of the Department of Industrial Relations of the State of California for similar classifications of labor, the contractor and his subcontractors shall pay not less than the higher wage rate.

The Board of Supervisors hereby specifies that portions of the work can only be performed outside the regular working hours as defined in the applicable collective bargaining agreement filed with the Director of Industrial Relations in accordance with Labor Code Section 1773.1, and that the overtime requirements for Saturdays, and holidays are hereby waived for these portions of the work, as more particularly described in the specifications. However, this exemption shall not negate the overtime provisions specified in Labor Code Section 1815.

## **NOTICE TO CONTRACTORS**

Certain materials, products or things shall be designated by the specific brand or trade name specified for the use on this project by the resolution referenced by Section 00 00 70 issued by the Board of Supervisors, as authorized by Public Contracts Code, Section 3400 and based on the Board's finding that such designation is required in order to match existing materials, product and things in use at existing jail facilities and other facilities within the County of Mono. The purpose of such designation is to ensure integration and compatibility of this new facility with existing systems in use at existing facilities and other facilities within the County of Mono. The interoperability of those systems with the various systems in use is a critical factor to the efficient operation and maintenance of the facility to be constructed.

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**Contractor is required to fill out the following "Hazardous Materials Certification" form and submit same with their bid documents:**

**PROJECT:** MONO COUNTY JAIL

**OWNER:** COUNTY OF MONO

**PROJECT:** PW-9646

To the Board of Supervisors, County of Mono

**HAZARDOUS MATERIALS CERTIFICATION**

TO BE EXECUTED BY CONTRACTOR AND SUBMITTED WITH THE SIGNED AGREEMENTS

1. The Contractor hereby certifies that no Asbestos, Asbestos-Containing Materials, poly-chlorinated biphenyl ("PCB") products, or any material listed, as of the date of Award of Construction by the Board of Supervisors, County of Mono, by any Federal and/or State Environmental Protection Agency; and/or any Federal and/or State health agencies as a hazardous material, or any other material defined as being hazardous under Federal and/or State laws, rules or regulation ("Hazardous Material"), shall be furnished, installed or incorporated in any way into the Project, or in any tools, devices, clothing or equipment used to perform any portion of the Work on the Project.
2. The Contractor further certifies that it has provided notice to and instructed its employees, subcontractors and suppliers with respect to the requirements included in paragraph 1, above, and its employees, subcontractors and suppliers have agreed to comply.
3. Asbestos and Asbestos-Containing material shall be defined as all items containing, but not limited to, chrysotile, crocidolite, amosite, anthophyllite, tremolite and actinolite. Asbestos-Containing material shall be defined as any material containing more than one-tenth of one percent (0.1%) asbestos, using recognized and accepted standardized test methods.
4. Anytime a material is suspected of meeting the definition of Hazardous Material and conclusive data does not exist to resolve the concern, the county shall engage an independent, certified, third party to sample and test the material using recognized and accepted standardized test methods. If the material is determined to be Hazardous Material, the costs of any such sampling, testing and related activities shall be borne by the Contractor.
5. All Work and/or materials found to be Hazardous Material, or Work installed with equipment containing Hazardous Material, shall be immediately rejected, removed and replaced at the Contractor's expense and at no cost to the County.
6. The Contractor has read, understands and shall comply with all the provisions contained herein.

DATE: \_\_\_\_\_

CONTRACTOR NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

## **SECTION 00 21 13 INSTRUCTIONS TO BIDDERS**

### **1.01 EXPLANATION TO BIDDERS**

An explanation desired by bidders regarding the meaning or interpretation of the drawings and specifications must be requested in writing and within ten (10) days prior to bid opening.

Oral explanations given before the award of the contract will not be binding. Any interpretation made will be in the form of an addendum to the specifications or drawings, said addendum will only be issued by the Director. A copy of the addendum will be furnished to each planholder and its receipt shall be acknowledged on the Bid Proposal.

### **1.02 EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS AND SITE OF WORK**

The bidder is required to examine carefully the site of the proposed work, the proposal, plans, specifications, special provisions and contract forms for submitting a proposal. It is mutually agreed that the submission of a proposal shall be considered prima facie evidence that the bidder has made such examination and is satisfied with the conditions to be encountered in performing the work and as to the requirements of the plan, specifications and special provisions of the contract.

### **1.03 PROPOSAL SECURITY**

The bidder shall furnish a proposal security consisting of a bid bond, cash, certified check, or cashier's check for ten percent (10%) of the total amount bid, including additives.

In case security is in the form of a certified check or cashier's check, the Owner may make such disposition of same as will accomplish the purpose of which submitted. Checks deposited by unsuccessful bidders will be returned as soon as practicable after the bid opening.

### **1.04 PREPARATION OF PROPOSALS**

The bidder shall prepare his proposal on the blank proposal form furnished by the Owner. The bidder shall specify a lump sum price in both words and figures for each bid item, including alternates, additives and supplemental items.

All words and figures shall be in ink. In case of a discrepancy between the prices written in words and those written in figures, the written words shall govern.

Alternate or conditional bids will not be accepted unless called for in the Special Provisions.

The bidder's proposals shall be signed in ink by the individual, by one or more partners of the partnership, or by one or more of the officers of the corporation submitting it. If the proposal is made by an individual, his name and post office address must be shown. If made by a partnership, the name of each member of the partnership must be shown. If made by a corporation, the proposal must show the name of the state under which the corporation was chartered and the name of the president, vice president, secretary and treasurer.

The required proposal security must accompany the proposal.

#### 1.05 SUBCONTRACTORS

Every person submitting a bid to perform the work called for in the bid request shall set forth in his bid:

a. The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the general contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the general contractor's total bid, and

b. The portion of the work which will be done by each subcontractor.

The attention of bidders is directed to the provisions of Public Contract Code Section 4100 et seq which set forth the consequences and possible penalties which may result from a failure to comply strictly with the foregoing requirements for listing of subcontractors.

The attention of bidders is also directed to Section 1-1.16, Post-Bid/Pre-Award Information, of these Instructions to Bidders.

#### 1.06 SUBMISSION OF PROPOSAL

Each proposal shall be submitted in a sealed envelope labeled to clearly indicate the project and contents.

All proposals shall be filed prior to the time and at the place specified in the NOTICE TO BIDDERS. Proposals received after the time for opening of the proposals will be returned to the bidder unopened.

#### 1.07 IRREGULAR PROPOSALS

Proposals shall be considered irregular and may be rejected for the following reasons:

a. If the proposal forms furnished by the Owner are not used or are altered.

- b. If there are unauthorized additions, conditional or alternate proposals or irregularities of any kind which tend to make the proposal incomplete or indefinite.
- c. If the bidder adds any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- d. If the bid fails to contain a price for each item.
- e. Failure to comply with the provisions and instruction in the Project Manual and accompanying documents

#### 1.08 DISQUALIFICATION OF BIDDERS

Any one or more of the following causes may be considered as sufficient for disqualification of a bidder and rejection of his proposal or proposals:

- a. More than one proposal for the same work from an individual, partnership or corporation.
- b. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work of the Owner until such participant shall have been reinstated as a qualified bidder.
- c. Lack of competency and adequate machinery, plant or other equipment, as may be revealed by financial statement if required.
- d. For unsatisfactory performance record as shown by past work for the Owner, judged from the standpoint of workmanship and progress.
- e. Prior commitments or obligations which in the judgment of the Owner might hinder or prevent the prompt completion of the work.
- f. Failure to pay, or satisfactorily settle, all bills due for labor or materials on former contracts in force at the time of letting the bid.
- g. Failure to comply with any qualification regulation of the Owner.
- h. Omission of proposal security.

#### 1.09 WITHDRAWAL OR REVISION OF PROPOSALS

A bidder may, without prejudice to himself, withdraw a proposal after it has been deposited, provided the request for such withdrawal is received in writing before the time set for opening proposals. The bidder may then submit a revised proposal provided it is received prior to the time set for opening proposals.

## 1.10 PUBLIC OPENING OF PROPOSALS

Proposals will be opened and read publicly at the time and place indicated in the Notice to Contractors. Bidders or their authorized agents are invited to be present.

## 1.11 RELIEF OF BIDDER

A bidder who claims a mistake in his bid must follow the procedures in Public Contract Code Section 5100 et seq in seeking relief of his bid.

## 1.12 AWARD OF CONTRACT

The award of contract, if awarded, will be to the lowest responsible bidder whose proposal complies with all of the requirements prescribed. The award if made, will be within 90 days after the opening of proposals.

The right is reserved to reject any or all proposals, to waive technicalities, to advertise for new proposals, or to proceed to do this work otherwise, if in the judgment of the Owner the best interests of the Owner will be promoted thereby.

The award of the contract will be subject to the availability of funds and contingent upon approval of the State Department of Finance and SB 844 Lease Revenue Bond Financing requirements.

If the Owner finds that it will be unable to award the contract within 90 calendar days after the opening of proposals, the Owner may request that any or all bidders extend all terms of their proposal(s) to a specified date. Additional such extensions may possibly be requested. If a bidder does not elect to extend the terms of his or her proposal beyond the 120 calendar days following opening of proposals, or does not respond within 10 days to a request for an extension, that bidder's proposal will be deemed as having expired, and that bidder's proposal will not be considered for award of the contract.

Upon award, the successful bidder will be notified by letter, mailed to the address shown on the proposal. Within 10 calendar days of such notice, the Bidder shall execute the Agreement and furnish the required bonds and insurance. If a Bidder so notified by the Owner fails or refuses to execute the Agreement or to furnish required bonds and insurance within the required time, the Owner may award the Contract to another bidder or bidders or may call for new bids.

## 1.13 CANCELLATION OF AWARD

The awarding authority reserves the right to cancel the award of any contract at any time before the execution of said contract by all parties without any liability against the Owner.

#### 1.14 CONTRACT BONDS

The bidder to whom award is made shall, within ten days, enter into a written contract with the Owner. The bidder shall forfeit the bid bond in case he does not follow through with the contract within ten days after the contract is awarded.

The successful bidder shall furnish a faithful performance bond in the amount of 100 percent of the contract amount and a payment bond in the amount of 100 percent of the contract amount; said bonds shall be submitted in triplicate. The successful bidder shall also furnish, in addition to the performance and payment bonds, a warranty bond in the amount equal to 10 percent of the final Contract price, secured from a surety company admitted in the State of California and satisfactory to the County. Said bond shall protect the County against the result of faulty material or workmanship and shall remain in effect for a period of one year after the date the County's Notice of Completion and is filed with the Clerk of the County of Mono.

The payment bond shall contain provisions such that if the Contractor or his subcontractors shall fail to pay (a) amounts due under the Unemployment Insurance Code with respect to work performed under the contract, or (b) any amounts required to be deducted, withheld and paid over to the Employment Development Department and to the Franchise Tax Board from the wages of the employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the surety will pay these amounts. In case suit is brought upon the payment bond, the surety will pay a reasonable attorney's fee to be fixed by the court.

The contract form is attached hereto for the Contractor's information only. Execution of the contract by bidders will not be required, until after the bid award is made. Liability and Workers Compensation Insurance requirements shall be as set forth in the Agreement.

#### 1.15 BUILDERS RISK INSURANCE

Unless otherwise provided, the Contractor shall obtain and maintain in force Builder's Risk insurance against loss or damage from all perils except earthquake. The policy shall cover the entire structure on which the work of this contract is to be done, up to the full insurable value thereof (except that if the contract is for remodeling, alteration, repair, or maintenance, then the policy shall cover the value of the contract therefore), including items of labor and materials connected therewith on the site, materials in place or to be used as part of the permanent construction including materials stored and partially paid for by the Owner as provided in Section 2.4014, surplus materials, shanties, protective fences, bridges, or temporary structures, miscellaneous materials and supplies incident to the work, and such scaffolding, stagings, towers, forms and equipment as are not owned or rented by the Contractor, the cost of which is included in the cost of the work. EXCLUDED: This insurance does not cover any tools owned by mechanics, any tools, equipment, scaffolding, staging, towers, and forms owned or rented by the Contractor, the



capital value of which is not included in the cost of the work, or any structures erected for the Contractor's administration of the project.

All subcontractors shall be insured to the extent of their portion of the work under the Contractor. The Contractor shall request, and is responsible to confirm with its insurer, that the Owner and all subcontractors are named, both as additional insured and as additional loss payees, on the Builder's Risk insurance policy. The Owner, Contractor and all subcontractors waive all rights, each against the others, for damages arising from perils covered by the insurance required under the terms of this article, except such rights as they may have to the proceeds of the Builder's Risk insurance obtained and maintained by the Contractor. The Contractor shall file a certificate of such insurance with the Owner upon issuance of the policy, and with any subcontractors upon its request.

#### 1.16 POST-BID / PRE-AWARD INFORMATION

Within eight calendar days after bid opening, the apparent low bidder shall submit the following information to the Engineer:

- a. A cost distribution of the bid, with costs shown for major items of work as defined by either the project specification index, the Uniform Construction Index (UCI) Master Format, or other method as appropriate for the project and approved by the Engineer.
- b. The cost distribution shall distinguish between work to be done by the bidder's own forces and work that will be subcontracted (including those who are to furnish materials or equipment fabricated to a special design); all subcontractors shall be named, regardless of the dollar amount of subcontracted work. Bidders' attention is also directed to California Public Contract Code Section 4100 et seq regarding subcontracting.
- c. Any qualification statement, list of projects, or other material required by specification documents for the purpose of evaluating the competency and qualifications of either the apparent low bidder, or the listed subcontractors and suppliers. Such qualification statements may be in addition to statements required to be submitted with the proposal. Such qualification statements shall be supplemented with additional material, if required by the Engineer.
- d. The Engineer reserves the right to reject any proposed subcontractor, installer, or supplier who cannot show satisfactory evidence of meeting the qualifications required by the specification documents. In the event of such rejection, the apparent low bidder shall, within five working days, submit the name and qualifications of a replacement subcontractor, installer or supplier satisfactory to the Engineer. Such replacement submittal shall be in accordance with all specification requirements.
- e. No adjustment of bid prices shall be made in the event of such replacement. This information may be used in the evaluation of bids. If the project is awarded, the cost distribution will be used in determining amounts payable on progress payments and final payment.

The Engineer may request that bidders other than the apparent low bidder submit similar cost distribution or qualification information, for the purpose of evaluating bids.

Upon completion of the bid evaluation process, cost distributions or qualification information submitted by other than the apparent low bidder will be returned upon request.

The attention of each prospective bidder is directed to the requirements of article 3.18 of the Supplemental General Conditions, entitled 'Escrow Bid Documents.'

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## **BIDDERS' CHECKLIST (CAPITAL IMPROVEMENT PROJECTS)**

The following checklist is offered for the bidders' information and use in preparing the proposal. This checklist is not to be considered as part of the contract documents. Bidders are cautioned that deleting or not submitting a form supplied in the bid documents (even if the form does not require signature) may result in an irregular bid.

### **PROPOSAL (Section 00 42 13)**

Bidder name on each sheet. Price for each item. Price for additive, deductive, supplemental or alternate items. Make no additions such as "plus tax", "plus freight", or conditions such as "less 2% if paid by 15th". Use ink or typewriter. Acknowledge addenda.

### **BID SECURITY FORM (00 43 13)**

Indicate type of bid security provided.  
Provide contractor license information.

State business name and if business is a:

Corporation - list officers  
Partnership - list partners  
Joint Venture - list members; if members are corporations or partnerships, list their officers or partners.  
Individual - list Owner's name and firm name style

Signature of Bidder - Bid Must Be Signed!

Corporation - by an officer  
Partnership - by a partner  
Joint Venture - by a member  
Individual - by the Owner  
If signature is by a Branch Manager, Estimator, Agent, etc., the bid must be accompanied by a power of attorney authorizing the individual to sign bids, otherwise the bid may be rejected.

Business Address - Firm's Street Address

Mailing Address - P.O. Box or Street Address

Bid Security shall be ten percent (10%) of the total bid amount (to include supplemental or additive items).

Type of Bid Security:

Cash - Not recommended; cash is deposited in a clearing account and is returned to bidders by County warrant. This process may take several weeks.

Cashier's or Certified Checks - Will be held until the bid is no longer under consideration. If submitted by a potential awardee, they will be returned when the contract bonds are submitted and approved.

Bid Bonds - Must be signed by the bidder and by the attorney-in-fact for the bonding company. Signature of attorney-in-fact should be notarized and the bond should be accompanied by bonding company's affidavit authorizing attorney-in-fact to execute bonds. An unsigned bid bond will be cause for rejection.

### **SUBCONTRACTOR LIST (Section 00 43 36 to 00 43 36)**

One firm for each type of work to be subcontracted. Fill out as completely as possible. Name, location and description of work is required.

### **NON COLLUSION AFFIDAVIT (Section 00 45 19)**

Must be completed, signed, and returned with bid.

### **OTHER**

Make sure your bid envelope is sealed and shows the project name.

If you hand deliver your bid to a County employee, confirm that they are an employee of the Clerk/Recorders office. Other employees may be unfamiliar with the procedures for handling bids.

If you mail your bid, allow time for postal/courier delay. Bids not in the County's PO Box, or in the possession of the Clerk/Recorder after the set time will be returned unopened. Be sure the statement "Do Not Open Until Time of Bid Opening", is on the envelope.

End of Section 00 22 13

## **PROPOSAL**

### **COUNTY OF MONO**

Facility: **Mono County Jail**

Work to be performed: The Work includes construction of a 25000 square foot Jail in conformance with all Local, state, and federal requirements and codes including, but not limited to: General Conditions, temporary facilities, site preparation, Parking, driveways, demolition, utilities, concrete, steel, masonry, metals, casework, thermal moisture protection, doors and windows, hardware, finishes, equipment, specialties, Mechanical, Plumbing, Electrical, fire suppression, fire alarm, CCTV surveillance, telecommunications, Direct Digital Control system, kitchen, laundry as shown on the Plans, in conformance with the Specifications and as included in these contract documents.

Building No.: 1

Address: **221 Twin Lakes Road, Bridgeport, CA 93517**

Project No.: PW-9646

In case of a discrepancy between words and figures, the words shall prevail.

If this proposal shall be accepted and the undersigned shall fail to contract, as aforesaid, and to give the three bonds in the sums to be determined as aforesaid, with surety satisfactory to the Awarding Authority, within ten (10) days after the award of the contract, the Awarding Authority, at its option, may determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the Owner.

The undersigned, as bidder declares that all Addenda issued with respect to this bid have been received and incorporated into this Proposal. The bidder's signature on this Proposal also constitutes acknowledgement of all addenda.

The undersigned, as bidder, declares that the only persons, or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plan therein referred to; and he proposes and agrees if this proposal is accepted, that he will contract with the County of Mono to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore the following lump sum price, to-wit:

**BIDDER:** \_\_\_\_\_

<b>Project:</b> <b>MONO COUNTY JAIL</b>	
<b>Work consists of:</b> All work shown on the Plans and listed in the Project Manual and all work needed for the project to be complete and functional for its intended purpose, including but not limited to General Conditions, Demolition, Extension of existing on-site utilities, Grading, Site Work, Irrigation, Concrete, Masonry, Metals, Architectural Wood Work, Thermal and Moisture Protection, Doors and Windows, Hardware, Finishes, Equipment, Specialties, Mechanical, Plumbing, Fire Suppression, Fire Alarm, Vandal Alarm, CCTV Surveillance, Electrical, Telecommunications, Audio-Visual, and Direct Digital Control System, Electronics.	
<b>Total bid written in words:</b>	<b>Total in numerals</b>  \$ _____.

**PROJECT:** MONO COUNTY JAIL

**Project No.:** PW-9646

Accompanying this proposal is security (check one only) in amount equal to at least ten percent (10%) of the total amount of the bid:

☐ Bid Bond;     ☐ Certified Check;     ☐ Cashier's Check;     ☐ Cash = \$\_\_\_\_\_

The names of all persons interested in the foregoing proposal as principals are as follows:

**IMPORTANT NOTICE:** If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last name in full.

**FIRM NAME** \_\_\_\_\_

Licensed in accordance with an act providing for the registration of Contractors,

Class \_\_\_\_\_ License No. \_\_\_\_\_ Expires \_\_\_\_\_

(Furnishing Contractor License information as part of this proposal is optional and is requested to facilitate verification of licensure)

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Dated

**NOTE:** If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the co-partnership; and if bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with the Owner prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

BUSINESS ADDRESS: \_\_\_\_\_

Zip Code

MAILING ADDRESS: \_\_\_\_\_

Zip Code

BUSINESS PHONE: (\_\_\_\_)\_\_\_\_\_ FAX NUMBER: (\_\_\_\_)\_\_\_\_\_

End of Section 00 43 13

DRAFT



**PROJECT:** MONO COUNTY JAIL

**Project No:** PW-9646

**BIDDER:** \_\_\_\_\_

### **SUBCONTRACTORS**

The following named subcontractor(s) will perform with labor, or otherwise render services to the general contractor in or about the construction of the work or improvement in an amount in excess of **one-half of one percent** of the total bid presented herewith. Please fill out as completely as possible when submitting your bid. Use subcontractor's business name style as registered with the License Board. Submission of subcontractor's name, location of business and description of work is **REQUIRED**, by Section 4104 of the California Public Contract Code, to be submitted prior to bid opening. (The "location of business" must specify the city in which the subcontractor's business is located, and the state if other than California.) All other requested information shall be submitted, either with the bid or within 24 hours after bid opening.

**Failure to list subcontractors as required may result in a penalty being assessed against the awarded Prime Contractor in accordance with the provisions of Section 4110 of the California Public Contract Code.**

Use the following form to list all subcontractors. Attach additional pages as needed. \_\_\_\_\_

\_\_\_\_\_

**PROJECT:** MONO COUNTY JAIL

**Project No:** PW-9646

**BIDDER:** \_\_\_\_\_

**SUBCONTRACTOR:**

Item No. or Description of Work: \_\_\_\_\_

Dollar Amount and Percentage of Total Bid: \_\_\_\_\_

Business Address: \_\_\_\_\_

Class \_\_\_\_\_ License No.: \_\_\_\_\_

**SUBCONTRACTOR:**

Item No. or Description of Work: \_\_\_\_\_

Dollar Amount and Percentage of Total Bid: \_\_\_\_\_

Business Address: \_\_\_\_\_

Class \_\_\_\_\_ License No.: \_\_\_\_\_

**PROJECT:** MONO COUNTY JAIL

**Project No:** PW-9646

**BIDDER:** \_\_\_\_\_

DRAFT

**PROJECT:** MONO COUNTY JAIL

**Project No:** PW-9646

To the Board of Supervisors, County of Mono:

**NONCOLLUSION AFFIDAVIT**

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID \*

\_\_\_\_\_  
(Printed or Typed Name)

being first duly sworn, deposes and says that he or she is

\_\_\_\_\_  
(Owner, Partner, Corporate Officer (list title), Co-Venturer)

of \_\_\_\_\_  
(Bidding Entity)

the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Dated)

(Title 23 United States Code Section 112)

(Calif Public Contract Code Section 7106; Stats.1988, c. 1548, Section 1.)

\* NOTE: Completing, signing, and returning the Noncollusion Affidavit is a required part of the Proposal. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

End Section 00 45 19

**PROJECT: MONO COUNTY JAIL**  
**PROJECT No: PW-9646**

**CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS.**

The following certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

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

Use the following form to provide the necessary certification. Attach additional forms for each subcontractor.

PROJECT: MONO COUNTY JAIL  
PROJECT No: PW-9646

**CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS  
CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY  
CLAUSE AND THE FILING OF REQUIRED REPORTS.**

The \_\_\_\_\_ *<bidder name>* or proposed subcontractor,  
\_\_\_\_\_ *<subcontractor name>*, hereby certifies that he/she  
*has/has not* participated in a previous contract or subcontract subject to the equal  
opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he  
*<has or has not>* filed with the Joint Reporting Committee, the Director of the Office of  
Federal Contract Compliance, a Federal Government contracting or administering  
agency, or the former President's Committee on Equal Employment Opportunity, all  
reports due under the applicable filing requirements.

\_\_\_\_\_  
(Company)

By: \_\_\_\_\_

\_\_\_\_\_  
(Title)

Date: \_\_\_\_\_

## AGREEMENT

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, at Bridgeport, in Mono County, California, by and between \_\_\_\_\_, hereinafter called the Contractor, and the County of Mono hereinafter called the Owner.

WITNESSETH: That the Contractor and the Owner, for the consideration hereinafter named, agree as follows:

**ARTICLE I.** The Contractor agrees to furnish all labor and materials, including tools, implements, and appliances required, and to perform all the work in a good and workmanlike manner, free from any and all liens and claims of mechanics, material men, subcontractors, artisans, machinists, teamsters, draymen and laborers required for the completion of the:

### MONO COUNTY JAIL

Located at, Bridgeport, California, all in strict compliance with the plans, drawings and specifications therefore prepared by the Director of the Mono County Department of Public Works and his authorized representatives, hereinafter called the Engineer, and other contract documents relating thereto.

**ARTICLE II.** The Contractor and the Owner agree that the Advertisement (Notice to Contractors), the Wage Scale, the Proposal hereto attached, the Instructions to Bidders, the General Conditions and Supplemental General Conditions of the contract, the Specifications, the Drawings and the Addenda and Bulletins thereto, the Contract Bonds and Certificates of Liability and Workers Compensation Insurance, and the Contract Change Orders, together with this Agreement, form the Contract Documents, and they are as fully a part of the contract as if hereto attached or herein repeated. The specifications and drawings are intended to cooperate so that any work exhibited in the drawings and not mentioned in the specifications, or vice versa, is to be executed the same as if both are mentioned in the specifications and set forth in the drawings, to the true intent and meaning of the said drawings and specifications when taken together. But no part of said specifications that is in conflict with any portion of this Agreement, or that is not actually descriptive of the work to be done thereunder, or of the manner in which the said work is to be executed, shall be considered as any part of this Agreement, but shall be utterly null and void, and anything that is expressly stated, delineated or shown in or upon the specifications or drawings shall govern and be followed, notwithstanding anything to the contrary in any other source of information or authority to which reference may be made.

**ARTICLE III.** The Contractor agrees that the work under the contract shall be completed as determined by the Owner within from the date shown in the Notice to Proceed. Time of performance shall be deemed as of the essence hereof and it is agreed that actual damages to the owner from any delay in completion beyond the date provided for herein, or any extension thereof until the work is completed or accepted, shall be all provable damages plus liquidated damages in the amount of Two Thousand Five Hundred dollars (\$2,500) per day; that said liquidated damage was arrived at by a studied estimate of loss to the Owner in the event of a delay considering the following damage items which are extremely difficult or impossible to determine: Additional

construction expense resulting from delay of completion including, but not limited to, engineering, inspection, rental and utilities; provided, however, the Owner may conditionally accept the work and occupy and use the same if there has been such a degree of completion as shall in its opinion render the same safe, fit and convenient for the use for which it is intended and in such cases the Contractor and Surety shall not be charged for liquidated damages for any period subsequent to such conditional acceptance and occupation by the Owner but Owner may assess actual damages caused by failure of total completion during such period. The time during which the Contractor is delayed in said work by the acts or neglects of the Owner or its employees or those under it by contract or otherwise, or by the acts of God which the Contractor could not have reasonably foreseen and provided for, or by storms and inclement weather which delays the work, or by any strikes, boycotts, or like obstructive action by employee or labor organizations, or by any general lockouts or other defensive action by employers, whether general, or by organizations of employers, shall be added to the time for completion as aforesaid.

**ARTICLE IV.** The Owner agrees to pay the Contractor in current funds for the performance of the contract, the price bid for the Project on the Proposal Forms, and to make payments on account thereof as provided in the General Conditions.

**ARTICLE V.** The Contractor and the Owner agree that changes in this Agreement or in the work to be done under this Agreement shall become effective only when written in the form of a supplemental agreement or change order and approved and signed by the Owner and the Contractor. It is specifically agreed that the Owner shall have the right to request any alterations, deviations, reductions or additions to the contract or the plans or specifications or any of them, and the amount of the cost thereof shall be added to or deducted from the amount of the contract price aforesaid by fair and reasonable valuations thereof.

And this contract shall be held to be completed when the work is finished in accordance with the original plans and specifications as amended by such changes. No such change or modification shall release or exonerate any surety upon any guaranty or bond given in connection with this contract.

**ARTICLE VI.** In the event of a dispute between the Owner or Engineer and the Contractor as to an interpretation of any of the specifications or as to the quality of sufficiency of material or workmanship, the decision of the Engineer shall for the time being prevail and the Contractor, without delaying the job, shall proceed as directed by the Engineer without prejudice to a final determination by negotiation, arbitration by mutual consent or litigation and should the Contractor be finally determined to be either wholly or partially correct, the Owner shall reimburse him for any added costs he may have incurred by reason of work done or material supplied beyond the terms of the contract as a result of complying with the Engineer's directions as aforesaid. In the event the Contractor shall neglect to prosecute the work properly or fail to perform any provisions of this contract, the Owner, after three days' written notice to the Contractor, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to the Contractor, subject to final settlement between the parties as in this paragraph hereinabove provided.



**ARTICLE VII.** If the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his subcontractors should persistently violate any of the provisions of the contract, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper material, or if he should fail to make prompt payment to subcontractors or for material or labor or persistently disregard laws, ordinances or the instructions of the Engineer, then the Owner may, upon the certificate of the Engineer, when sufficient cause exists to justify such action, serve written notice upon the Contractor and his surety of its intention to terminate the contract, such notice to contain the reasons for such intention to terminate the contract, and unless within five days after the serving of such notice, such violations shall cease and satisfactory arrangements for correction thereof be made, the contract shall, upon the expiration of said five days, cease and terminate.

In the event of any such termination, the Owner shall immediately serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the contract, provided, however, that if the surety within ten (10) days after the serving upon it of notice of termination does not give the Owner written notice of its intention to take over and perform the contract or does not commence performance thereof within the ten (10) days stated above from the date of the serving of such notice, the Owner may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable for the account and at the expense of the Contractor, and the Contractor and his surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may without liability for so doing, take possession of and utilize in completing the work, such materials, appliances, plant and other property belonging to the Contractor as may be on the site or the work and necessary therefore. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished.

If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner as herein provided, and damage incurred through the Contractor's default, shall be certified by the Engineer.

**ARTICLE VIII.** The Contractor and his subcontractors shall comply with Sections 1770 – 1780 of the California Labor Code and the provisions of Sections 2.52 and 2.55 of the General Conditions concerning the payment of wages to all workers and mechanics, and the employment and payment of apprentices by the Contractor or any subcontractor for all work performed on the Project.

**ARTICLE IX.** The Contractor and his subcontractors shall comply with Sections 1810 to 1815 of the California Labor Code and the provisions of Section 2.51 of the General Conditions, concerning hours of work and payment of overtime compensation for all work performed on the Project.

**ARTICLE X.** To the fullest extent permitted by law, Contractor agrees to and shall indemnify, save, hold harmless and at County's request, defend County and its officers, agents and employees, and the Engineer and Construction Manager and their respective officers, agents and employees, from any and all costs and expenses,

attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to County, the Engineer or Construction Manager in connection with the performance, or failure to perform, by Contractor, its officers, agents or employees under this Agreement, and from any and all costs and expenses, attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents or employees under this Agreement. In addition, Contractor agrees to indemnify County for Federal, State of California and/or local audit exceptions resulting from non-compliance herein on the part of Contractor.

In any and all claims against the County, the Engineer or Construction Manager, or any of their respective officers, agents or employees, initiated by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation set forth in the immediately preceding paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

**ARTICLE XI.** Without limiting the Owner's right to obtain indemnification from Contractor or any third parties, Contractor, at its sole expense, in accordance with the provisions of Section 2.40 of the General Conditions, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement, excepting only those policies for which a longer term is specified:

A. Course of Construction (Builder's All Risk) Insurance, with scope and amount of coverage as specified in Section 2.40 E.1 of the General Conditions.

B. Commercial General Liability Insurance, with scope and amount of coverage as specified in Section 2.40 E.2 of the General Conditions.

C. Automobile Liability Insurance, with scope and amount of coverage as specified in Section 2.40 E.2 of the General Conditions.

D. Professional Liability Insurance, with scope and amount of coverage as specified in Section 2.40 E.3 of the General Conditions.

E. Worker's Compensation Insurance, with scope and amount of coverage as specified in Section 2.40 E. 4 of the General Conditions.

The Certificate of Insurance shall be issued in triplicate, to the COUNTY OF MONO, and all other participating agencies, whether or not said agencies are named herein, who contribute to the cost of the work or have jurisdiction over areas in which the work is to be performed and all officers and employees of said agencies while acting within the course and scope of their duties and responsibilities.

**ARTICLE XII.** The Contractor represents that he has secured the payment of Workers Compensation in compliance with the provisions of the Labor Code of the State of California and Paragraphs B.3, C.3 and E.4 of Section 2.40 of the General Conditions,

and that he will continue so to comply with such statutory and contractual provisions for the duration and entirety of the performance of the work contemplated herein.

This Contract, PW-9646 was authorized by the Board of Supervisors

It has been reviewed by the Department of Public Works and is in proper order for signature by the County.

Mono County:

Contractor:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
County Counsel

\_\_\_\_\_  
Risk Management

End Section 00 52 13

**PROJECT: MONO COUNTY JAIL**

**PROJECT NO: PW-9646**

(This guarantee shall be executed by the successful bidder in accordance with Article 2.32 of the General Conditions. The bidder may execute the guarantee on this page at the time of submitting his bid.)

**GUARANTEE**

To the Owner: County of Mono

The undersigned guarantees the construction and installation of the following work included in this project:

**ALL WORK**

Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the plans and specifications, due to any of the above causes, all within twelve (12) months unless noted otherwise in contract documents after the date on which this contract is accepted by the Owner, the undersigned agrees to reimburse the Owner, upon demand, for its expenses incurred in restoring said work to the condition contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the Owner, to replace any such material and to repair said work completely without cost to the Owner so that said work will function successfully as originally contemplated.

The Owner shall have the unqualified option to make any needed replacement or repairs itself or to have such replacements or repairs done by the undersigned. In the event the Owner elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the Owner. If the undersigned shall fail or refuse to comply with his obligations under this guarantee, the Owner shall be entitled to all costs and expenses reasonably incurred by reason of said failure or refusal.

\_\_\_\_\_  
(Company)

By: \_\_\_\_\_

\_\_\_\_\_  
(Title)

Date: \_\_\_\_\_

## GENERAL CONDITIONS

### 2.01 IDENTIFICATION OF CONTRACT

- A. The Agreement shall be signed by the Contractor and the Owner.
- B. The Contract Documents are defined in ARTICLE II of the Agreement.
- C. The Contract Documents form the Contract for Construction. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification as defined above. The Contract Documents shall not be construed to create any contractual relationship of any kind between the Architect or Engineer and the Contractor, but the Architect or Engineer shall be entitled to performance of the obligations of the Contractor intended for their benefit and to enforcement thereof. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner and any Subcontractor or Sub-subcontractor.

### 2.02 EXECUTION, CORRELATION, AND INTENT OF CONTRACT DOCUMENTS

- A. The Contract Documents are complementary and anything called for by one shall be supplied as if called for by all, providing it comes clearly within the scope of the Contract.
- B. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results. Words and abbreviations that have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.
- C. Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with the local conditions under which the Work is to be performed, and has correlated personal observations with the requirements of the Contract Documents.
- D. All work and material shall be the best of the respective kinds specified or indicated. Should any workmanship or materials be required that are not directly or indirectly called for in the Contract Documents, but which nevertheless are necessary for proper fulfillment of the obvious intent thereof, said workmanship or materials shall be the same for similar parts that are detailed, indicated or specified, and the Contractor shall understand the same to be implied and provide for it in his/her tender as if it were particularly described or delineated.

## 2.03

## OWNERSHIP AND USE OF DOCUMENTS

All Contract Documents and copies thereof furnished shall remain the property of the Owner. With the exception of one (1) contract set for each party to the Contract, such documents are to be returned by Contractor or suitably accounted for to the Owner on request at the completion of the Work. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's common law copyright or other reserved rights. The Owner's use of the documents will not increase the Architect's design liability beyond the Project and the site for which the design was originally intended.

## 2.04 DEFINITIONS

The following words, or variations thereof, as used in these documents have meanings as defined:

A. The Work - The Work comprises the completed construction required of the Contractor by the Contract Documents, and includes all labor, materials, equipment and services necessary to produce such construction, and all materials, other permits and equipment incorporated or to be incorporated in such construction.

B. The Project –

This project will construct a new stand-alone jail facility on county-owned land in Bridgeport, CA. The new jail will replace the existing jail located in downtown Bridgeport and will include housing, intake/release, and support space. Housing will consist of approximately 50 beds in multiple housing units, each with a dayroom. There will also be an outdoor recreation space. The housing area will be controlled by an adjacent central control station. Housing support will consist of program space, medical and mental health, kitchen, and laundry facilities. Staff and public support spaces include an intake area that includes in-custody holding, in-person visitation, family visitation, an isolation room, safety cell, interview space, a public lobby, video visitation, administration, a vehicle sallyport, parking space, mechanical space, electrical space, and storage. The project will also include, but is not limited to, utilities; electrical; plumbing; mechanical; heating, ventilation, and air conditioning; communications; fencing; security and fire protection systems; as well as minor landscaping and pavement for building access.

Upon completion the building will consist of a single-story masonry structure that will include two 10 bed dormitory rooms, two 11 bed high security dayrooms, one 4 bed dormitory room, Ad-Seg and Isolation rooms. The building will have a vehicle sallyport connected to Inmate processing, Administration areas and industrial kitchen. The building will be approximately 21,758 square feet and located adjacent to the existing County occupied buildings on County-owned land east of Twins Lake Road in Bridgeport, CA. This project site is located at 221 Twin Lakes Road, Bridgeport, CA 93517.

Project includes all work shown on the Contract specifications and drawings, work includes, but is not limited to:, temporary facilities, site preparation, demolition, on-site utilities, concrete, steel, masonry, metals, casework, thermal moisture protection, doors and windows, hardware, finishes, equipment, specialties, Mechanical, Plumbing, Electrical, fire

suppression, fire alarm, CCTV surveillance, telecommunications and direct digital control system.

- C. Owner - The County of Mono, in the State of California, as represented by the Mono County Board of Supervisors and so named in the Agreement. The term Owner means the Owner or the Owner's authorized representative for this project.
- D. Construction Manager (CM) – The authorized representative of the Owner, as defined in Section 2.04C, in all aspects of administering the contract on behalf of the Owner.
- E. Inspector of Record (IOR) - The person assigned by Owner to perform Quality Assurance inspection of the Work (also sometimes referred to as Project Inspector or Owner's Inspector or Owner's Project Inspector).
- F. Architect or Engineer – The Owner and his/her authorized representatives, as defined in Section 2.04C, or a duly licensed Architect and/or Engineer providing consultant services in accordance with an agreement with the Owner.
- G. Contractor - When used in the General Conditions refers to person(s) or entity (partnership or corporation) so named in Agreement and when used in the body of the Specifications, refers to the Contractor for that specific work, whether it be the General Contractor, Subcontractor, or other Contractor. The term Contractor means the Contractor or the Contractor's authorized representative.
- H. Subcontractor - Person, persons, entity, co-partnership or corporation having direct contract with Contractor to perform any of the Work at the site (i.e. a second-tier, third-tier or lower-tier Subcontractor. The term Subcontractor means a Subcontractor or a Subcontractor's authorized representative. The term Subcontractor does not include any separate contractor or any separate contractor's subcontractors.
- I. Sub-subcontractor – Person, persons, entity, co-partnership or corporation having a direct or indirect contract with a Subcontractor to perform any of the Work at the site. (The term Sub-subcontractor means a Sub-subcontractor or an authorized representative thereof.)

## **2.05 SPECIFICATIONS AND DRAWINGS**

- A. Precedence – Anything mentioned in the Specifications and not shown on the Drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. Subject to Article 2.02, in cases of discrepancy concerning dimension, quantity and location, the Drawings shall take precedence over the Specifications. Explanatory notes on the Drawings shall take precedence over conflicting drawn indications. Large scale details shall take precedence over smaller scale details and figured dimensions shall take precedence over scaled measurement. Where figures are not shown, scale measurements shall be followed but shall in all cases be verified by measuring actual conditions of Work already in place. In cases of discrepancy concerning quality and application of materials and non-technical requirements over materials, the specifications shall take precedence over Drawings.

- B. Division of Specifications - For convenience of reference and to facilitate the letting of independent contracts, this specification may be separated into certain sections; such separation shall not operate to oblige the Owner, Architect or Engineer or Professional Consultant to establish the limits of any contract between the Contractor and Sub-Contractor each of whom shall depend upon his/her own contract stipulations. The General Conditions apply with equal force to all work, including extra work.
- C. Governing Factors - Dimensions figured on drawings shall be followed in every case in preference to scale of drawings.
- D. Discrepancies - Should the Contractor, at any time, discover a discrepancy in a drawing or specification, or any variation between dimensions on drawings and measurements at site, or any lacking of dimensions or other information, he/she shall report at once to the CM requesting clarification and shall not proceed with the work affected thereby until such clarification has been made. If the Contractor proceeds with work affected by such discrepancies, without having received such clarification, he/she does so at his/her own risk. Any adjustments involving such circumstances made by the Contractor, prior to approval by the IOR, shall be at the Contractor's risk and the settlement of any complications or disputes arising therefrom shall be at the Contractor's sole expense and Contractor shall indemnify, hold harmless and defend Owner, Owner's representatives, and CM from any liability or loss with respect to said adjustments.
- E. Scope of Drawings - The drawings shall be held to determine the general character of the Work as well as its details. Parts not detailed shall be constructed in accordance with best standard practice for work of this class, so as to afford the requisite strength and logically complete the parts they compose. Where it is obvious that a drawing illustrates only a part of a given work or of a number of items, the remainder shall be deemed repetitious and so construed. The Contractor shall be responsible for all errors made in using any drawings which have been superseded.
- F. Shop Drawings, Product Data and Samples –
- 1) Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work. Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate a material, product or system for some portion of the Work. Samples are physical examples that illustrate materials, equipment or workmanship, and establish standards by which the work will be judged.
  - 2) The Contractor shall be required to purchase Prolog Converge software for administration of Shop Drawings, Product Data and Samples. The Contractor will be required to purchase as many licenses as needed for the Contractor's use plus, at the Contractor's discretion, any additional licenses as may be needed by his subcontractors.



- 3) The Contractor shall prepare, review, approve and submit to the CM, with reasonable promptness and in such sequence as to cause no delay in the Work or in the work of the Owner or any separate contractor, all Shop Drawings, Product Data and Samples required by the Contract Documents.
- 4) By preparing, approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that the Contractor has determined and verified all materials, field measurements and field construction criteria related thereto, or will do so with reasonable promptness, and has checked and coordinated the information contained within such submittals with the requirements of the Work, the Project and the Contract Documents.
- 5) The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Architect's review of Shop Drawings, Product Data or Samples, unless the Contractor has specifically informed the CM in writing of such deviation at the time of submission and the Architect has reviewed the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Architect's review of them.
- 6) When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon the accuracy and completeness of such calculations and certifications. The cost of such certifications shall be borne by the Contractor. Owner may elect to have an independent certification performed at its own expense. The Owner shall have final approving authority for performance-based items.
- 7) The Contractor shall direct specific attention, in writing or on resubmitted Shop drawings, Product Data, or Samples, to revisions other than those requested by the Architect on previous submittals.
- 8) No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been reviewed by the Architect. All such portions of the Work shall be in accordance with reviewed submittals.
- 9) Submission of Shop Drawings and Samples to the CM is required for only those items specifically mentioned in the Specification Sections. If Contractor submits Shop Drawings for items other than the above, the CM will not be obligated to distribute or review them. Contractor shall be responsible for the procuring of Shop Drawings for his/her own use as he/she may require for the progress of the Work.
- 10) The term "Shop Drawings" as used herein also includes but is not limited to fabrication, erection, layout and setting drawings, manufacturer's standard drawings, descriptive literature, catalogs, brochures, performance and test data, wiring and control diagrams, all other drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems, and methods of construction as may be required to show that the materials, equipment or systems and the positions and layout of each conform to the Contract requirements. As used herein the term

"manufactured" applies to standard units usually mass-produced, and the term "fabricated" means items specifically assembled or made out of selected materials to meet individual design requirements. Shop Drawings shall establish the actual detail of all manufactured or fabricated items; indicate proper relation to adjoining work; amplify design details of mechanical and electrical equipment in proper relation to physical spaces in the structure; and incorporate minor changes of design or construction to suit actual conditions.

- 11) Drawings: Following Contractor's review and approval, Contractor shall be required to utilize Procore software for administration of drawings. The CM will check the submittal to see if it is complete. If complete, the CM will forward the Drawings to the Owner and the Architect. The Architect and Owner will check the Drawings, note Architect and Owner comments, affix a stamp to the Drawings indicating the status of acceptance, and will process the Drawings through Prolog Converge back to all parties. The Architect or his/her consultants, as applicable, will review the Shop Drawings; and indicate with the affixed stamp; "Reviewed", "Reviewed – Additional Information Required", "Furnish as Corrected", "Revise and Resubmit", or "Rejected". The Contractor shall then print and distribute the appropriate number of copies to his/her job personnel as required. If a drawing is stamped "Rejected" or "Revise and Resubmit", the Contractor shall correct and resubmit as outlined above. When stamped "Furnish as Corrected", or similar instructions, the Contractor shall correct and resubmit electronic files for record only. Also see Technical Specifications, Division 1, General Requirements, Section 01 33 23 - Submittal Procedures.
- 12) Samples: Following Contractor's review and approval, he/she shall submit to the Architect or Engineer, four (4) samples of all materials in quantities and sizes as specified herein. Submittals shall be given to the Architect or Engineer at a time determined by the Contractor, which allows for any necessary resubmittal and which will not cause any delay in the Work. Samples will be forwarded to the Architect. If a sample is stamped "Rejected" or "Revise and Resubmit", one sample so noted will be returned to the Contractor. The Contractor shall correct and resubmit as outlined above. If a sample is stamped "Make Corrections Noted", one sample so noted will be returned. Corrected samples shall be resubmitted for approval as per the original submittal. Also see General Requirements Section 01 33 23.
- 13) Product Data: Following Contractor's review and approval, he/she shall submit Product Data to the Architect or Engineer through Prolog Converge. Corrected copies shall be resubmitted through Prolog Converge for approval as per the original submittal. Also see General Requirements Section 01 33 23.
- 14) Manufacturer's Instructions: Where any item or work is required by Specifications to be furnished, installed or performed in accordance with a specified product manufacturer's instructions, Contractor shall procure and distribute the necessary copies of such instructions to all concerned parties.

- G. Materials - All materials, unless otherwise specified, shall be new and of good quality, proof of which shall be furnished by the Contractor; in case of doubt as to kind or quality required, samples shall be submitted to the Architect/Engineer through the Architect or Engineer who

will specify the kind and use of the material appropriate to the location and the function of the item in question and Contractor shall furnish such accordingly. Before final payment, all material rejected by the Architect or Engineer or Architect shall be promptly removed from the premises by the Contractor, whether or not completely installed, and promptly and properly replaced with correct materials, including any other work adjoining if disturbed, in accordance with the contract and without expense to the Owner; the Contractor also shall pay for work of other Contractors as is affected by such removals and replacements.

## **2.06 THE ARCHITECT**

- A. The Architect advises the CM in all aspects of the construction phase of the Project. His/Her functions include advice and assistance to the CM in the correct interpretation and application of the Contract Documents. The Architect is not authorized independently to issue Addenda, Clarifications, Field Orders, Work Authorizations, or Change Orders, or in any other way to bind the Owner in discussions with the Contractor.
- B. The Contractor shall deliver all correspondence relating to the proper execution of the Work to the CM. The CM reserves the right to consult with the Architect and Owner prior to responding to the Contractor's correspondence.
- C. When discussions between the Contractor and the CM occur either on the site or elsewhere, but the Architect is not present, the CM reserves the right to consult with the Architect and Owner prior to issuing his/her final decision or instruction.
- D. The Architect shall review or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and the information given in the Contract Documents. Such action shall generally be taken within ten (10) working days, however under certain circumstances such as very complex submittals or if a large number of submittals are submitted at one (1) time it may take longer. In this case the Contractor will be notified and given the opportunity to advise the Engineer and Architect of priorities. The Architect's review of a specific item shall not indicate review of an assembly of which the item is a component.

## **2.07 CONSTRUCTION MANAGER**

- A. The CM is the authorized representative of the Owner in all aspects of administering the construction contract on behalf of the Owner. All communications from and to the Contractor will be channeled through the CM. However, the CM does not have the authority to bind the Owner in matters affecting adjustments to the time or cost of the project as defined in the Agreement for Construction.
- B. The CM will be the Owner's representative during the construction and until final payment to all contractors is due. The CM will advise and consult with the Owner. All instructions to the Contractor shall be forwarded through the CM. The CM will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise

modified by written instrument. The County's Director of Public Works be the Owner's representative during the warranty periods.

- C. The CM will be on site during construction to monitor the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of on-site observations and communication with the Contractor, the CM will keep the Owner informed of the progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor.
- D. The CM shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so that the CM may perform its functions under the Contract Documents.
- E. Based on the CM's observations, and an evaluation of the Contractor's Application for Payment, the CM will determine the amount owing to the Contractor and will issue to the Owner Certificates for Payment incorporating such amount.
- F. The CM will be the initial interpreter of the requirements of the Contract Documents and the initial judge of the performance hereunder by the Contractor. The Owner will have final authority of all such matters.
- G. The CM will render interpretations necessary for the proper execution or progress of the Work, with reasonable promptness and in accordance with agreed upon time limits. Either party to the Contract may make written request to the CM for such interpretations.
- H. Claims, disputes and other matters in question between the Contractor and the CM relating to the execution or progress of the Work or the interpretation of the Contract Documents shall be referred to the Owner (or his/her designee).
- I. All interpretations and decisions of the CM will be in writing or in graphic form, and shall be both consistent with the intent of the Contract Documents and reasonably inferable therefrom.
- J. The CM will have the authority to reject, or recommend to the Owner the rejection, of any work that does not conform to the Contract Documents. Whenever, in the CM's opinion, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the CM will have authority to require special inspection or testing of the Work whether or not such work be then fabricated, installed or completed.
- K. The CM will receive from the Contractor and review all Shop Drawings, Product Data and Samples, and forward same to Architect and Owner for review.
- L. Following consultation with the Owner, the CM will take appropriate action on Change Orders, and will have authority to order minor changes in the Work as provided herein.
- M. The CM will conduct inspections to determine the date of Completion, and will receive and forward to the Owner for the Owner's review written warranties and related documents required by the Contract Documents and assembled by the Contractor. The CM will issue a

final Project Certificate for Payment upon compliance with the requirements for completion and final payment. The County Department of General Services will monitor the warranty for a period of one (1) year, unless otherwise specified as a longer term.

- N. The duties, responsibilities and limitations of authority of the CM as the Owner's representatives during construction as set forth in the Contract Documents, will not be modified or extended without written consent of the Owner, the Contractor and the CM, which consent shall not be unreasonably withheld. Failure of the Contractor to respond within ten (10) days to a written request shall constitute consent by the Contractor.
- O. In case of the termination of the employment of the CM, the Owner may appoint a successor CM, whose status and duties under the Contract Documents shall be the same as those of the former CM.
- P. The Inspector of Record (IOR) shall act as an agent for the County at the project site with respect to compliance with code, plans, specifications and quality assurance required of a public works Project. The IOR shall issue correction and stop work notices and notify the CM and County in writing if work does not conform to contract documents. The responsibilities of the IOR shall not relieve the Contractor of compliance with the Contract documents, codes and regulations.

## **2.08 OWNER**

### **A. Information and Services Required of the Owner**

- 1. Unless otherwise provided in the Contract Documents, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.
- 2. Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness to avoid delay in the orderly progress of the Work.
- 3. The Owner shall forward all instructions to the Contractor through the CM.

### **B. Owner's Right to Stop the Work**

If the Contractor fails to correct defective work as required by Article 2.42 or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner, by a written order signed personally or by an agent specifically so empowered by the Owner in writing, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of any contractor or any other person or entity, except to the extent required by Article 2.12.C.

### **C. Owner's Right to Carry Out the Work**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails after written notice from the Owner to correct such default or neglect with diligence and promptness, the Owner may, after an additional written notice and without prejudice to any other remedy the Owner may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the additional services of the Architect or other professionals made necessary by such default, neglect or failure. Such action by the Owner and the amount charged to the Contractor are both subject to the prior approval of the Architect or Engineer. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner, or Owner may require payment by the surety on the performance or warranty bonds as appropriate. Such action shall, in no way, affect the status of either party under contract, nor be held as a basis of any claim by the Contractor for damages or extension of time.

## **2.09 CONTRACTOR RESPONSIBILITIES**

### **A. Review of Contract Documents and Field Conditions**

1. The Contractor shall carefully study and compare the Contract Documents and shall at once report to the CM any discrepancy or inconsistency that may be discovered. The Contractor shall not be liable to the Owner or the CM for any damage resulting from any such inconsistencies or discrepancies in the Contract Documents unless the Contractor recognized such inconsistencies or discrepancies and knowingly failed to report it to the CM. The Contractor shall perform no portion of the Work at any time unless authorized by the Contract Documents or, where required, approved Shop Drawings, Product Data or Samples for such portion of the Work.
2. Neither the Owner nor the CM or Architect assume any responsibility for an understanding or representation made by any of their agents or representation prior to the execution of the Agreement unless (1) such understanding or representations are expressly stated in the Agreement, and (2) the Agreement expressly provides that responsibility therefore is assumed by the Owner.
3. Failure by the Contractor to acquaint himself/herself with all available information will not relieve him/her from responsibility for estimating properly the difficulty or cost of successfully performing the Work.
4. The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Any inconsistencies or discrepancies discovered by the Contractor shall be reported to the CM at once.
5. Before submitting any Request for Information (RFI), or other contractor initiated request for information, the Contractor shall determine that the information requested is not clearly provided in the Contract Documents. RFI's shall be submitted to the CM only

from the Contractor, or Owner, and not from any subcontractor, supplier or other vendor, and shall be on a form approved by the CM. The Contractor shall provide a revised and updated RFI Priority Schedule on a weekly basis. The RFI Priority Schedule shall rank RFI's in order of priority and include a brief statement of reason for priority. Owner initiated RFI's will not be listed on the Contractor's RFI Priority Schedule. The Owner will provide the Architect or Engineer a separate list of Owner initiated RFI's upon request of the Architect or Engineer. The Architect or Engineer will endeavor to respect the order of priorities as requested by the Contractor or Owner for the overall benefit of the Project. The RFI process is for information and clarification only and may not be utilized to obtain approval for changes in Contract price or time. Also see Division 1 - General Requirements.

#### B. Supervision Procedures

1. The Contractor shall efficiently supervise and direct the Work, using therein the Contractor's best skill and diligence for which he/she is remunerated in the contract price. He/She shall carefully inspect the site and study and compare the Contract Documents, as ignorance of any phase of any of the features or conditions affecting the Contract will not excuse him/her from carrying out its provisions to its full intent.
2. The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the project site during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed upon written request in each case. The Superintendent who begins the project shall remain on the project until the project is completed, as long as the Contractor employs that person. The Superintendent shall not be replaced without the approval of the Owner.
3. The Contractor shall be responsible to the Owner for the acts and omissions of his/her employees, subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor.
4. The Contractor shall at all times enforce strict discipline and good order among his/her employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him/her.
5. The Contractor shall not be relieved from his/her obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner or the Architect or Engineer in his/her administration of the Contract, or by inspections, tests or approvals required or performed by persons other than the Contractor.

#### C. Construction Procedures

1. Means and Methods - The Contractor shall be solely responsible for and control of construction means, methods, techniques, sequences, coordination and procedures for

all the Work of this contract. Additionally, he/she shall be responsible for safety precautions and programs in connection with the Work.

2. Laws of County and State - The Contractor must comply with all rules, regulations and ordinances of the County in which the Work is being done, and all State laws pertaining to the Work.
3. Safeguards - The Contractor shall provide, in conformity with all local codes and ordinances and as may be required, such temporary walls, fences, guard-rails, barricades, lights, danger signs, enclosures, etc., and shall maintain such safeguards until all work is completed.
4. Housekeeping - Contractor shall keep the premises free of excess accumulated debris. Clean up as required and as directed by the Architect or Engineer. At completion of work all debris shall be removed from the site. Refer to General Requirements for additional requirements.
5. Labor and Materials - Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
6. The Contractor shall deliver to the Architect or Engineer, prior to final acceptance of the Work as a whole, signed certificates from suppliers of materials and manufactured items stating that such items conform to the Contract Documents.
7. The Contractor, immediately upon Notice to Proceed (or where shop drawings, samples, etc., are required, immediately upon receipt of review thereof) shall place orders for all materials, work fabrication, and/or equipment to be employed by him/her in that portion of the Work contracted for. The Contractor shall keep all materials, work fabrications and/or equipment specified and shall advise the Architect or Engineer promptly, in writing, of all orders placed and of such materials, work fabrications and/or equipment which may not be available in a timely manner for the purposes of the Contract.
8. Any worker whose work is unsatisfactory to the Owner or the Architect or Engineer, or are considered by the Owner or Architect or Engineer to be careless, incompetent, unskilled or otherwise unfit shall be dismissed from work under the Contract upon written request to the Contractor from the Owner or the Architect or Engineer.

## **2.10 SUBCONTRACTORS**

- A. Agreements - Agreements between the Contractor, Subcontractors, and Subcontractors of lower tier shall be subject to the approval of the Owner, but in no case does such approval relieve the Contractor of any conditions imposed by the Contract Documents. The Contractor shall only use subcontractors included in his/her sealed bid unless first approved



by the Owner pursuant to statute. The Contractor shall not use any subcontractor who is ineligible to perform work on a Public Works Project pursuant to section 1777.1 or 1777.7 of the Labor Code. Notwithstanding any other provision of the Contract Documents, subcontractors may be added, deleted or substituted only in accordance with the provisions of Public Contract Code Section 4100 et seq.

- B. Relation with Subcontractor – By an appropriate agreement, written where legally required for enforceability, the Contractor shall bind every Sub-Contractor and every Subcontractor agrees to be bound by the terms of the Contract Documents to carry out their provisions insofar as applicable to their work; and the Contractor further agrees to pay to each Subcontractor promptly upon issuance of Certificate of Payment, his/her or their due portion. Said agreement shall preserve and protect the rights of the Owner and the Architect or Engineer under the Contract Documents with respect to the work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the Contractor-Subcontractor Agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, under the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with their Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Paragraph and identify to the Subcontractor any terms and conditions of the proposed Subcontract which may be at variance with the Contract Documents. Each Subcontractor shall similarly make copies of Contract Documents available to their Sub-subcontractors. Nothing contained herein shall be deemed to create an agency relationship between the Owner and any Subcontractor or material supplier.
- C. Owner's Relation - Neither the acceptance of the name of Subcontractor nor the suggestion of such name nor any other act of the Owner or Architect or Engineer nor anything contained in any Contract Document is to be construed as creating any contractual relation between the Owner (or Owner's authorized representatives) and any Subcontractor of any tier nor as creating any contractual relation between the Architect or Engineer and any Subcontractor of any tier.
- D. All Subcontractors employed by the Contractor shall be appropriately licensed in conformity with the laws of the State of California.
- E. Jurisdictional disputes between Subcontractors or between Contractor and Subcontractor shall not be mediated or decided by the Owner, Architect or the Architect or Engineer. The Contractor shall be responsible for the resolution of all such disputes based upon his/her contractual relationship with his/her Subcontractors.

## **2.11 OWNER'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS**

- A. The Owner reserves the right to perform work related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or

other work on the site under these or similar Conditions of the Contract. If the Contractor claims that the Owner's action results in delay, damage or additional cost attributable thereto, the Contractor shall make such claim as provided elsewhere in the Contract Documents.

- B. When separate contracts are awarded for different portions of the Project or other work on the site, the term Contractor in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.
- C. The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.
- D. Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights which apply to the Contractor under the Conditions of the Contract.

## **2.12 MUTUAL RESPONSIBILITY**

- A. The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.
- B. When any part of the Contractor's Work depends upon proper execution or results of the work of the Owner or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Architect or Engineer any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acceptance of the Owner's or separate contractor's work as fit and proper to receive the Work, except as to defects which may subsequently become apparent in such work by others.
- C. If, following the reporting of any discrepancy or defect as required herein above, the Contractor suffers damage due to disruption or delay caused by the separate contractor, without fault by the Owner, the Contractor's remedy shall be limited to seeking recovery from the separate contractor.
- D. Any costs caused by defective or ill-timed work shall be borne by the Contractor responsible therefor.

- E. Should the Contractor cause damage to the work or property of the Owner, or to other work or property on the site, the Contractor shall promptly remedy such damage as provided herein.
- F. Should the Contractor wrongfully delay or cause damage to the work or property of any separate contractor, the Contractor shall, upon due notice, promptly attempt to settle with such other contractor by agreement, or otherwise to resolve the dispute. If such separate contractor sues the Owner on account of any delay or damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor who shall defend such proceedings, and if any judgment or award against the Owner (or Owner's authorized representatives) arises therefrom, the Contractor shall pay or satisfy such judgment or award in full and shall reimburse the Owner for all costs which the Owner has incurred in connection with such matter.

## **2.13 OWNER'S RIGHT TO CLEAN UP**

If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up as required in the Contract Documents, the Owner may clean up and the contractor responsible therefor shall pay Owner such portions of the cost thereof as the IOR shall determine to be just.

## **2.14 GOVERNING LAW**

The Contract shall be governed by the law of the State of California.

## **2.15 INSPECTION**

- A. All material and workmanship (if not otherwise designated by the Contract Documents) shall be subject to inspection, examination, and test by the Owner and IOR at any and all times during manufacture and/or construction and at any and all places where such manufacture and/or construction are carried on. The Owner and IOR shall have the right to reject defective material and workmanship or require its correction.
- B. The Contractor shall furnish promptly without additional charge, all reasonable facilities, labor, and materials necessary for the safe and convenient inspection and tests that may be required by the Owner and IOR.
- C. Where the Contract Documents, instructions by the Owner, laws, ordinances, or any public authority having jurisdiction requires work to be inspected, tested or approved before work proceeds, such work shall not proceed, nor shall it be concealed prior to inspection.
- D. The Contractor shall give the IOR at least two (2) days advance notice of the readiness for any Contract compliance inspection by the Inspector. The Contractor shall give notice as required by all other inspecting and testing agencies of jurisdiction for Code and regular compliance inspection. In all cases, the Contractor shall schedule inspections so as not to delay the Work.

- E. If the IOR determines that any work requires additional special inspection beyond that identified in the specifications, the IOR will, upon written authorization from the Owner, instruct the Contractor to order such special inspection, testing or approval, and the Contractor shall give notice as provided above. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents, the Contractor shall bear all costs thereof, including compensation for the IOR's additional services, testing or inspections made necessary by such failure; otherwise the Owner shall bear such costs, and an appropriate Change Order shall be issued.
- F. Should it be considered necessary or advisable by the IOR at any time either before acceptance of the entire Work or after acceptance and within the warranty period to make an examination of work already completed, by removing or tearing out same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any material respect, due to the fault of the IOR or his/her Subcontractors, he/she shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus fifteen percent (15%), shall be allowed the Contractor and he/she shall, in addition, if completion of the work has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.
- G. Required certificates of inspection, testing or approval shall be secured by the Contractor and the Contractor shall promptly deliver them to the Construction Manager for review and evaluation of compliance with the appropriate specifications and standards.
- H. When the work is completed the Contractor shall notify the IOR in writing that the work will be ready for final inspection and test on a definite date which shall be stated in such notice.

## **2.16 TAXES, PERMITS, FEES, AND INDEMNIFICATION FOR PATENT INFRINGEMENT CLAIM**

- A. The Contractor shall pay for and include all Federal, State and local taxes direct or indirect for the work or portions thereof provided by the Contractor which are legally enacted at the time bids are opened, whether or not yet enacted, and take out and pay all fees and charges for permits and licenses, unless otherwise specified in Supplemental General Conditions or Technical Specifications of these specifications.
- B. Royalty and license fees incidental to the use of any patented material, device or process shall be paid by the Contractor and in the event of a claim of alleged infringement of patent copyright, or Trade Secret rights, the Contractor shall indemnify, save the Owner (and Owner's authorized representatives) free and harmless, and defend, at the Contractor's own expense, any and all suits that may be brought in such connection.
- C. Unless otherwise provided in the Contract Documents, the Owner shall secure and pay for the building permit, permanent utility connection fees, and right-of-way encroachment permit. The Contractor shall secure and pay for temporary construction utilities, and all other permits and governmental fees, licenses and inspections necessary for the proper execution and completion

of the Work which are customarily secured after execution of the Contract and which are legally required at the time bids are opened. Contractor shall be reimbursed by County for "actual" costs for permits obtained for Project.

- D. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work.
- E. It is not the responsibility of the Contractor to make certain that the Contract Documents are in accordance with applicable laws, statutes, building codes and regulations. If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, the Contractor shall promptly notify the IOR in writing, and any necessary changes shall be accomplished by appropriate Modification.
- F. If the Contractor performs any work knowing it to be contrary to any laws, ordinances, rules and regulations, without notice to the IOR, the Contractor shall assume full responsibility therefore and shall bear all costs attributable thereto.
- G. Any reference in the Contract Documents to codes, standard specifications or manufacturer's instructions shall mean the latest printed edition of each in effect at the Contract date.

## **2.17 CONTRACTOR'S CONSTRUCTION SCHEDULE**

- A. Within thirty (30) calendar days after receipt of Notice to Proceed, the Contractor shall submit a Construction Schedule in CPM (Critical Path Method) form to the CM for approval. The Construction Schedule shall be sufficiently detailed to accurately depict all the work required by the Contract. CPM Construction Schedule shall reflect shop drawings; submittals due and return dates, fabrication and delivery times, cost loading, crew mix, and equipment loading data. The Contractor shall thereafter adhere to the Construction Schedule, as updated monthly, or as necessary in accordance with the Contract Documents including any scope changes, or changes in the work approved by the Owner during the course of construction. "Slack" or "float" time on the CPM Construction Schedule is neither for the sole benefit of the Owner or Contractor.
- B. Within fourteen (14) calendar days after the pre-construction conference, the Contractor shall provide a Submittal and Procurement Schedule indicating time periods for review of Shop Drawings, Data, Samples, and procurement of material and equipment required for the Work. Contractor shall allow time for submittal review in accordance with the General Requirements Section – Construction Progress Documentation. All items that require review by the CM and/or are not readily available from stock and requiring more than thirty-five (35) days lead-time shall be included in the Submittal and Procurement Schedule. Items listed in the Submittal and Procurement Schedule shall also be identified as activities on the CPM Construction Schedule. Contractor shall identify items requiring coordination with work of separate contractors. The working day to calendar date correlation shall be based upon the Contractor's proposed work week with adequate allowance for legal holidays, days lost due to abnormal weather, and any special requirements of the Project.
- C. The Construction Schedule shall be prepared and maintained by the Contractor.

- D. The Owner, CM, Contractor and other Contractor(s) shall jointly review the progress of the work weekly. Should this review, in the opinion of the CM, indicate that the work is behind the schedule established by currently reviewed Construction Schedule, the Contractor shall either (1) provide a plan to the IOR indicating the steps the Contractor intends to take in order to recover the time behind schedule and conform to the reviewed Construction Schedule; or (2) submit a revised Construction Schedule for completion of the work, remaining within the contract completion time, to the CM for review by the next weekly meeting. If the Contractor's recovery or revised schedule requires work to occur after normal working hours or on other than normal working days, the Contractor will be responsible for any resulting costs incurred by the Owner, including but not limited to, the costs for construction management, contract administration, inspection, testing and staffing.
- E. The Contractor shall deliver copies of his/her daily job logs to the CM and Owner on a weekly basis. At a minimum, the Contractor's daily job log should include the sub-contractors working onsite, number of workers and their trade classification, description of work, visitors, temperature and weather conditions, accidents, delays, and any other important information pertaining to the project that day. The Contractor will schedule and coordinate the Work of all sub-contractors on the Project. The Contractor will keep the Sub-contractors informed of the Construction Schedule to enable the Contractor to plan and perform the Work properly.

## **2.18 RECORDS, DOCUMENTS AND SAMPLES AT THE SITE**

- A. The Contractor shall maintain all records of required Review Agencies, County or State inspections and shall promptly notify the Architect or Engineer of the results of any inspection. Copies of all such records shall be provided to the Owner.
- B. The Contractor shall secure and maintain required certificates of inspection, testing or approval and shall promptly deliver them to the Architect or Engineer.
- C. The Contractor shall maintain at the Project site, on a daily basis, one (1) record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record all changes made during construction, and reviewed Shop Drawings, Product Data and Samples. These shall be available to the CM, IOR and the Owner and reviewed weekly, and shall be delivered to the CM for forwarding to the Owner upon completion of the Project. The Contractor shall advise the CM on a current basis of all changes in the Work made during construction. Payment may be withheld from Contractor for failure to maintain current Record Documents.

## **2.19 USE OF SITE**

- A. The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the site with any materials or equipment.

- B. The Contractor shall coordinate all of the Contractor's operations with, and secure approval from, the CM before using any portion of the site. Also see Technical Specifications, Division 1, General Requirements.

## **2.20 CUTTING AND PATCHING OF WORK**

- A. The Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the Work or to make its several parts fit together properly.
- B. The Contractor shall not damage or endanger any portion of the Work or the work of the Owner or any separate contractors by cutting, patching or otherwise altering any work, or by excavation. The Contractor shall not cut or otherwise alter the work of the Owner or any separate contractor except with the written consent of the Owner and of such separate contractor. The Contractor shall not unreasonably withhold from the Owner or any separate contractor consent to cutting or otherwise altering the Work.
- C. In all cases exercise extreme care in any cutting operations and perform such operations under adequate supervision by competent mechanics skilled in the applicable trade. Openings shall be neatly cut and shall be kept as small as possible to avoid unnecessary damage. Careless and/or avoidable cutting damage, etc., will not be tolerated, and the Contractor will be held responsible for such avoidable or willful damage.
- D. All replacing, patching and repairing of all materials and surfaces cut or damaged in the execution of the Work shall be performed by experienced mechanics of the several trades involved. All work of such nature shall be done with the applicable materials, in such a manner that all surfaces so replaced, repaired, or patched, will, upon completion of the Work, match the surrounding similar surfaces.

## **2.21 CLEANING UP**

- A. The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by the Contractor's operations. At the completion of the Work, the Contractor shall remove all the Contractor's waste materials and rubbish from and about the Project as well as all the Contractor's tools, construction equipment, machinery and surplus materials.
- B. If the Contractor fails to clean up at the completion of the Work, the Owner may do so and the cost thereof shall be paid by the Contractor.

## **2.22 INDEMNIFICATION**

- A. To the fullest extent permitted by law, Contractor agrees to and shall indemnify, save, hold harmless and at Owner's request, defend Owner and its officers, agents and employees, and the Architect and Consultants and their respective officers, agents and employees, from any and all costs and expenses, attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to Owner, the Architect or Consultants in connection with the

performance, or failure to perform, by Contractor, its officers, agents or employees under this Agreement, and from any and all costs and expenses, attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents or employees under this Agreement. In addition, Contractor agrees to indemnify Owner for Federal, State of California and/or local audit exceptions resulting from non-compliance herein on the part of Contractor.

- B. In any and all claims against the Owner, the Architect or Consultants, or any of their respective officers, agents or employees, initiated by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation set forth in the immediately preceding paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

## **2.23 FAIR EMPLOYMENT PRACTICES CLAUSE**

Nondiscrimination: In connection with the performance of Work under the contract, the Contractor agrees (as prescribed in Chapter 6 of Division 3 of Title II of the Government Code of the State of California, commencing at Section 12900 and by Labor Code Section 1735) not to discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status or sex. The aforesaid provisions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees and applicants for employment, Notices to be provided by the County, setting forth the provisions of this discrimination clause. The Contractor further agrees to insert the foregoing provisions in all subcontracts hereunder, except subcontracts for standard commercial supplies of raw materials.

## **2.24 PAYMENT**

### **A. CONTRACT SUM**

The Contract Sum is stated in the Owner-Contractor Agreement and, including authorized adjustments thereto, is the total amount payable by the Owner to the Contractor for the performance of the Work under the Contract Documents.

### **B. SCHEDULE OF VALUES**

Before the first Application for Payment, the Contractor shall submit to the CM a Schedule of Values allocated to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect or Engineer may require. This schedule, unless objected to by the CM, shall be used only as a basis for the Contractor's Applications for Payment. The Contractor shall be required to provide a "separate" Schedule of Values" for



each of the Work Areas and accepted additive alternate bid items referenced in Exhibits A and B of Section 00 21 13, Instructions to Bidders.

### **C. APPLICATIONS FOR PAYMENT**

The Owner will make progress payments to the Contractor upon completion of portions of the Work, as covered by the Contract Documents, in accordance with established Owner procedures. The Contractor shall be required to submit a "separate" Application for Payment for each of the Work Areas noted in Exhibits A and B of Section 00 21 13, Instructions to Bidders.

1. On or about the twentieth (20<sup>th</sup>) of the month in which the work was performed, the Contractor shall submit to the CM an itemized Application for Payment for each of the Work Areas, notarized if required, supported by such data substantiating the Contractor's right to payment as the Owner or the CM may require, including appropriate updates to the Construction Schedule, and reflecting retainage, if any, as provided elsewhere in the Contract Documents. Payment is expressly conditioned upon submission by the Contractor of conditional and unconditional waivers and release of lien rights upon progress payment as the Owner or the Architect or Engineer may require. Waiver and Release forms must be submitted on forms approved by the Owner. Copies of said forms shall comply with Civil Code §§ 8132 through 8138, inclusive.
2. Unless otherwise provided in the Contract Documents, payments may be made on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the site and, if approved in advance by the Owner, payments may similarly be made for materials or equipment suitably stored at some other location agreed upon in writing. Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials or equipment or otherwise protect the Owner's interest, including applicable insurance and transportation to the site for those materials and equipment stored off the site.
3. The Contractor warrants that title to all work, materials and equipment covered by an Application for Payment will pass to the Owner either by incorporation in the construction or upon receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, stop notices, claims, security interest or encumbrances, hereinafter referred to as "liens"; and that no work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.
4. On or about the twentieth (20<sup>th</sup>) day of the month following the month in which the work was performed, the Owner shall pay to the Contractor ninety-five percent (95%) of the value of said work in place, as checked and approved by the CM. The balance of five percent (5%) of the estimate shall be retained by the Owner until the time of final acceptance of said

work. In lieu of the five percent (5%) retainage, the Contractor may substitute securities as provided herein below.

- i. If the Owner does not pay the Contractor within thirty (30) days after receipt of an undisputed and properly submitted payment request for a progress payment, excluding that portion of the final payment designated by the contract as retention earnings, then the Owner shall pay interest to the Contractor as provided by Public Contract Code § 20104.50. Said interest penalty is the sole recourse of Contractor and Contractor shall have no right to stop the Work until payment of the amount owing has been received, nor shall the Contract Time be extended, nor shall the Contract Sum be increased in any way, including by reason of any costs incurred by Contractor, except to the extent of said interest payment.
  - ii. Pursuant to Public Contract Code § 7107, in the event of a dispute between the Owner and Contractor, the Owner may withhold from the final payment an amount not to exceed one hundred and fifty percent (150%) of the disputed amount. Except as so provided, the Owner shall release the retention withheld within sixty (60) days after the date of completion of the work of improvement, as "completion" is defined in Public Contract Code § 7107. In the event that retention payments are not made within the time periods required by Public Contract Code § 7107, the Owner may be subject to the interest provisions of Public Contract Code § 7107.
5. Security Substitutions and Escrow for Moneys Withheld to Insure Contractor's Performance. Pursuant to Public Contract Code section 22300, the Contractor may deposit in an escrow, equivalent securities for any moneys withheld to insure performance and have said moneys paid directly to Contractor, or, in the alternative, have the Owner deposit such moneys directly into an escrow. Upon the closing of any such escrow, Contractor shall pay to each Subcontractor, not later than twenty (20) days after receipt of the closing payment, the respective amount of interest earned, net of costs attributed to retention withheld from each Subcontractor, on the amount of retention withheld to insure the performance of the Contractor. Any escrow established pursuant to this article shall be with a state or federally chartered bank, shall be at the sole expense of the Contractor, and shall be established using an escrow agreement in substantially the following form:

***(Begin Escrow Agreement)***

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**ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION**

This Escrow Agreement is made and entered into by and between the County of Mono, (hereinafter called "Owner"), \_\_\_\_\_ (hereinafter called "Contractor"); and \_\_\_\_\_, a state or federally chartered bank in California, (hereinafter called "Escrow Agent").

For the consideration hereinafter set forth, the Owner, Contractor, and Escrow Agent agree as follows:

- 1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between \_\_\_\_\_ the \_\_\_\_\_ Owner \_\_\_\_\_ and \_\_\_\_\_ Contractor \_\_\_\_\_ for \_\_\_\_\_ in the amount of \$ \_\_\_\_\_, and dated \_\_\_\_\_ (hereinafter referred to as the "Contract"). Alternatively, on written request of the contractor, the owner shall make payments of the retention earnings directly to the escrow agent. When Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within ten (10) days of the deposit. The market value of the securities at the time of the substitution, as valued by the Owner, shall be at least equal to the cumulative total cash amount then required to be withheld as retention under the terms of the contract between Owner and Contractor. If the Owner determines that the securities are not adequate it will notify Contractor and Escrow Agent, and Contractor shall deposit additional security as further determined by the Owner. Securities shall be held in the name of the Owner and shall designate the Contractor as the beneficial owner.
- 2) Securities eligible for investment under subdivision ( c ) of the above-referenced Section 22300 shall include those listed in Section 16430 of the Government Code, and shall also include bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. Deposit of any other type of security may be permitted only by mutual agreement of the Contractor and the Owner, evidenced by an amendment to this agreement executed by all of the parties hereto.
- 3) Upon the deposit of adequate securities, Owner shall make progress payments to the Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions.
- 4) When the Owner, at Contractor's written request, makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until such time as the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.

- 5) The contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. The Owner, Contractor and Escrow Agent shall determine these expenses and payment terms.
- 6) The interest earned on the securities, or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.
- 7) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.
- 8) The Owner shall have the right to draw upon the securities or any amount paid directly to Escrow Agent in the event of default by the Contractor. Upon seven (7) days written notice to the Escrow Agent from the Owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash, including any amounts paid directly to Escrow Agent, as instructed by the Owner. Escrow Agent shall not be concerned with the validity of any notice of default given by Owner pursuant to this paragraph and shall promptly comply with Owner's instructions to pay over said escrowed assets. Escrow Agent further agrees not to interplead the escrowed assets in response to conflicting demands and hereby waives any present or future right of interpleader.
- 9) Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all money and securities on deposit and payment of fees and charges.
- 10) Escrow Agent shall rely on the written notifications from the Owner and Contractor pursuant to Sections (3), (5), (6), (7) and (8) of this Agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.
- 11) Securities eligible for investment under this Agreement, as provided by Public Contract Code § 22300, shall be those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and Owner.
- 12) The venue of any litigation concerning the rights and obligations of the parties to this agreement shall be the County of MONO and the parties hereto waive the removal provisions of Code of Civil Procedure Section 394.
- 13) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

## Financial Services Manager

### On behalf of Owner:

Title\_\_\_\_\_

Name\_\_\_\_\_

Signature\_\_\_\_\_

Address\_\_\_\_\_

### On behalf of Contractor:

Title\_\_\_\_\_

Name\_\_\_\_\_

Signature\_\_\_\_\_

Address\_\_\_\_\_

### On behalf of Escrow Agent:

Title\_\_\_\_\_

Name\_\_\_\_\_

Signature\_\_\_\_\_

Address\_\_\_\_\_

At the time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

### Owner:

Title\_\_\_\_\_

Name\_\_\_\_\_

Signature\_\_\_\_\_

Address\_\_\_\_\_

### Contractor:

Title\_\_\_\_\_

Name\_\_\_\_\_

Signature\_\_\_\_\_

Address\_\_\_\_\_

### Escrow Agent:

Title\_\_\_\_\_

Name\_\_\_\_\_

Signature\_\_\_\_\_

Address\_\_\_\_\_

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***(End Escrow Agreement)***

6. Itemized Breakdown: The Contractor shall submit a financial breakdown of the work, itemized by crafts or sections as designated by the Architect or Engineer. The Contractor's payment shall be based upon the monthly percentage of completion of these items.
7. Lien Waivers: The Owner or Architect or Engineer may require the Contractor to submit, along with the progress payment request, notarized lien waivers from each Subcontractor, materials or equipment supplier. Lien waivers shall comply with Civil Code § 8132, et seq., and the aggregate sum thereof shall reflect all progress payments previously made.

#### **D. CERTIFICATES FOR PAYMENT**

1. The Architect or Engineer shall, within seven (7) days after the receipt of the Project Application for Payment, review the Project Application for Payment and either issue a Project Certificate for Payment to the Owner for such amounts as the Architect or Engineer determines are properly due, or notify the Contractor in writing of the reasons for withholding a Certificate provided in Section F of this Article 2.24.
2. The issuance of a Project Certificate for Payment will constitute a representation by the CM to the Owner that, based on the CM's observations at the site as provided herein and the data comprising the Project Application for Payment, the Work has progressed to the point indicated and that, to the best of the CM's knowledge, information and belief, the quality and timeliness of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Completion of the Work, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate); and that based upon all currently available information, the Contractor is entitled to payment in the amount certified. However, by issuing a Project Certificate for Payment, the CM shall not thereby be deemed to represent that the CM has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, has reviewed the construction means, methods, techniques, sequences or procedures, or has made any examination to ascertain how or for what purpose the Contractor has used the monies previously paid on account of the Contract Sum.

#### **E. PROGRESS PAYMENTS**

1. After the CM has issued a Project Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents.
2. The Contractor shall promptly pay each Subcontractor upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's Work. The Contractor shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payments to their Sub-subcontractors in similar manner.

3. The CM may on request of any Subcontractor, at the CM's discretion, furnish to that Subcontractor, if practicable, information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the CM on account of Work done by such Subcontractor.
4. Neither the Owner nor the CM shall have any obligation to pay or to see to the payment of any monies to any Subcontractor or Material Suppliers except as may otherwise be required by law.
5. Neither certification of a progress payment, delivery of a progress payment, nor partial or entire use or occupancy of the Project by the Owner, shall constitute an acceptance of any Work not performed in accordance with the Contract Documents.

#### **F. PAYMENTS WITHHELD**

1. The CM may decline to certify payment and may withhold the Certificate in whole or in part to the extent necessary to reasonably protect the Owner, if, in the CM's opinion, the CM is unable to make representations to the Owner as provided herein above for Certificates for Payment. If the CM is unable to make representations to the Owner and certify payment in the amount of the Project Application, the CM will notify the Contractor as provided herein. If the Contractor and the CM cannot agree on a revised amount, the CM will promptly issue a Project Certificate for Payment for the amount for which the CM is able to make such representations to the Owner. The CM may also decline to certify payment or, because of subsequently discovered evidence or subsequent observations, the CM may nullify the whole or any part of any Project Certificate for Payment previously issued to such extent as may be necessary, in the CM's opinion, to protect the Owner from loss because of:
  - a. Defective Work not remedied;
  - b. Third party claims filed or reasonable evidence indicating probable filing of such claims, including claims by separate contractors;
  - c. Failure of the Contractor to make payments properly to Subcontractors, or for labor, materials or equipment;
  - d. Architect or Engineer's determination, based upon reasonable evidence, that the Work cannot be completed for the unpaid balance of the Contract Sum;
  - e. Damage to the Owner or another contractor;
  - f. Architect or Engineer's determination, based upon reasonable evidence, that the Work will not be accomplished in compliance with the Contract Time;
  - g. Persistent failure to carry out the Work in accordance with the Contract Documents;
  - h. Failure of the Contractor to submit Construction Schedules or Submittal and Procurement Schedules as required;
  - i. Failure of the Contractor to maintain as-built drawings on a current basis;
  - j. Failure of the Contractor to submit notarized lien waivers from each Subcontractor, materials or equipment supplier;
  - k. Failure of the Contractor to submit certified payroll reports;
  - l. Stop notice served upon the Owner.

2. A retention in the amount of one-thousand dollars (\$1,000) will be withheld from the Contractor's monthly progress payment for each and every required document not submitted in a timely manner by the Contractor or its subcontractors up to a maximum of ten-thousand dollars (\$10,000). For purposes of this Paragraph, the term "required document" includes, but is not limited to, certified payrolls, labor compliance documents, Disadvantaged Business Enterprise documents, and any other information or documents required to be submitted by the Contractor or any of its subcontractors under the terms of this Agreement or pursuant to applicable federal, state or local laws or regulations. The retention provided for in this Paragraph shall be in addition to any other deduction or retention allowed under this Agreement, and shall be in addition to any other remedy or consequence provided by law for untimely submission of any required document. Such retention shall remain in effect only until such time as the required documents have been submitted by the Contractor or its subcontractor(s) and have been determined by the Owner to be both complete and acceptable as to form.
3. When the grounds as noted above are removed, payment shall be made for amounts withheld on the basis thereof.

#### **G. COMPLETION AND FINAL PAYMENT**

1. Following the Contractor's completion of the Work, the Contractor shall forward to the CM a written notice that the Work is ready for final inspection and acceptance, and shall also forward to the Construction Manager a final Application for Payment. Upon receipt, the Construction Manager will promptly make such inspection. When the Construction Manager finds the Work acceptable under the Contract documents and the Contract fully performed, the CM will issue a Project Certificate for Payment which will certify the final payment due the Contractor. This certification will constitute a representation that, to the best of the IOR's knowledge, information and belief, and on the basis of observations and inspections, the Work has been completed in accordance with the Terms and Conditions of the Contract Documents and that the entire balance found to be due the Contractor, and noted in said Certificate, is due and payable. The CM's certification of said Project Certificate for Payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth herein below have been fulfilled.
2. Neither the final payment nor the remaining retainage shall become due until the Contractor submits to the CM (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might in any way be responsible, have been paid or otherwise satisfied, (2) consent of surety, if any, to final payment, and (3) other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the Owner. If any Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against any such lien. The bond cannot be from the original surety insurer for the project or any affiliate of the original surety. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such lien.



3. All provisions of this Agreement, including without limitation those establishing obligations and procedures, shall remain in full force and effect notwithstanding the making or acceptance of final payment, and the making of final payment shall not constitute a waiver of any claims by the Owner.
4. Upon completion and acceptance of all work whatsoever required, and upon the release of all claims against the Owner as specified, the Owner shall file a written Notice of Completion with the County Recorder as to the entire amount of work performed.
5. Final payment will be released within sixty (60) days after the date of acceptance of the Work as reflected in the Notice of Completion filed with the County Recorder's Office; provided, that Owner may withhold from the final payment, in the event of a dispute between Owner and Contractor, retentions in and amount not exceeding 150 percent of the disputed amount.
6. All manufacturer's warranties required by the Contract Documents shall commence on the date of the Notice of Completion for the Work. It shall be the Contractor's responsibility, through appropriate contractual arrangements with all subcontractors, material men and suppliers, to ensure compliance with this requirement.
7. The acceptance by the Contractor of the final payment, after the date of Notice of Completion of the Project, shall be and shall operate as a release to the Owner of all claims and of all liability to the Contractor, under the Contract Documents or otherwise, for all things done or furnished in connection with this Work, excepting only the Contractor's claims for interest upon final payment, if such final payment be improperly delayed. No payments, however, final or otherwise, shall operate to release the Contractor or his/her sureties from any obligations under the Contract Documents, including but not limited to the Performance and Payment Bonds.

## **2.25 CHANGES TO THE CONTRACT**

- A. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletion or other revisions, the Contract Sum and Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents.
- B. CHANGE ORDER: A Change Order is a written order to the Contractor dually signed to show both the approval of the Architect or Engineer and Authorization of the Owner, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. Only an executed Change Order will effectuate change in either the Contract Sum and/or the Contract Time. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in the Contract Sum or the Contract Time, and the full and final settlement of all costs (direct, indirect and overhead) related to the Work authorized by the Change Order.
- C. All claims for additional compensation to the Contractor shall be presented in writing before the expense is incurred and will be adjusted as provided herein. No work shall be allowed to lag pending such adjustment, but shall be promptly executed as directed, even if a disputed claim

arises. No claim will be considered after the work in question has been done unless a written contract change order has been issued or a timely written notice of claim has been made by Contractor. All claims for additional compensation shall be submitted to the Owner separated by each of the base bid categories as noted in Contract Section 00 42 13.

- D. Costs mean an itemized breakdown of all labor (by crafts), materials, sales taxes, equipment rentals, etc., for each portion of the Work which comprises the change order including any Subcontractor's itemized breakdown, plus not more than twenty (20) percent to cover all profits and administration. The cost or credit to the Owner resulting from a change in the Work shall be determined in one or more of the following ways:
1. by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.
  2. by unit prices stated in the Contract Documents or subsequently agreed upon;
  3. by cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
  4. by the method provided under Article 2.26.
- E. The amount of credit to be allowed by the Contractor to the Owner, as confirmed by the CM, for any deletion or change that result in a decrease in the Contract Sum will be the amount of the actual cost. When both additions and credits covering related Work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any, with respect to that change.
- F. Variation in Estimated Quantities: If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order, and application of the agreed unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or the Contractor, the applicable unit prices shall be equitably adjusted.

## **2.26 CHANGES TO THE CONTRACT (EXTRA WORK AT FORCE ACCOUNT)**

- A. If none of the methods set forth in Article 2.25 - D.1, D.2, or D.3 above is agreed upon, the Contractor, provided that a written order signed by the Owner is received, shall promptly proceed with the Work involved. The cost of such Work shall then be determined by the CM, on the basis of reasonable expenditures or savings of those performing the Work attributable to the change, including, in the case of an increase in the Contract Sum, not more than twenty percent (20%) for all overhead and profit. In such case, and also under Article 2.25 - D.3 above, the Contractor shall keep and present, in such form as the Owner or the CM may prescribe, an itemized accounting of actual cost together with appropriate supporting data for inclusion in a Change Order. Unless otherwise provided in the Contract Documents, cost shall be limited to the following:
1. Labor Cost is the cost of labor for the workers (including working foremen) used in the actual and direct performance of the extra work, whether employed by the Contractor, or Subcontractors and Specialized Forces of any tier.

Labor Cost shall include:

- a. Actual Wages paid to the workers, plus employer payments to or on behalf of the workers for health and welfare, pension, vacation, and training. If required by the CM, certified payrolls shall be submitted with extra work reports as verification of wages paid to the workers.
  - b. A Labor Surcharge of 20 percent will be added to the Actual Wages as defined above. The Labor Surcharge shall constitute full compensation for all payments imposed by State and Federal laws, including Workers Compensation Insurance, Social Security, and Unemployment Insurance.
  - c. Subsistence and Travel Allowance if actually paid to the workers. Labor Surcharge will not be added to Subsistence and Travel Allowance.
2. Equipment Cost is the payment made for the equipment actually used in the performance of the extra work.
- a. Equipment valued at three hundred dollars \$300 or less shall be considered as small tools, and no payment will be made therefor.
  - b. Equipment costs will be paid
  - c. In the event that any of the equipment to be used is not listed in the above publication, the rental rate shall be agreed upon in writing by the Contractor and the CM before the extra work is begun.
3. Materials Cost is the payment made for materials incorporated into the work.
- a. Materials cost shall include sales tax, freight and delivery charges, less any available discounts whether or not said discounts are taken.
  - b. Materials cost shall be based upon supplier's or manufacturer's invoice. If invoices or other satisfactory evidence of cost are not furnished within sixty (60) days of delivery or within fifteen (15) days after acceptance of the contract, whichever occurs first, then the CM shall determine the materials cost, in his/her sole discretion, on the basis of available information and on his/her considered experience.
4. Specialized Services are those services or items of extra work that, by agreement of the Contractor and the CM, cannot be performed by forces of the Contractor or his/her Subcontractors, and may be performed by a specialist.
- a. Specialized services may be paid for by invoice if the established practice of the specialized force industry does not provide complete itemization of labor, equipment and materials costs.

5. Markup for Profit, Home Office and Field Office Overhead, Bond Premium, insurance, taxes and supervision will be added to the total of Labor Cost, Equipment Cost, Materials Cost and Specialized Services.
  - a. Markup will be added only once on any extra work at force account, regardless of the number of contractors and subcontractors involved.
  - b. It is recognized that individual contractors and subcontractors have different overhead costs, profit requirements and bond premium rates. The amount to be added to extra work for markup shall include compensation for profit, overhead and bond premium without distinguishing among these items.
  - c. The markup to be added for extra work at force account on this project shall be fifteen percent (15%) plus 1-1/2% for Performance and Payment bonds for Contractor only.
6. Records shall be maintained by the Contractor and Subcontractors in such a manner as to provide a clear distinction between the costs of extra work paid for on a force account basis and the costs of other operations. From these records, the Contractor shall furnish the IOR completed extra work reports for each day's extra work to be paid for on a force account basis. Extra work reports shall itemize the materials used, equipment rental charges, and specialized services costs, and shall provide names or identifications and classifications of workmen, the hourly rate of pay, and hours worked. Extra work reports shall be compiled and submitted to the IOR daily for verification and signature. Extra work reports shall be signed by the Contractor or his/her authorized representative.
7. If the Contractor disputes the Architect or Engineer's cost determination, the Contractor may initiate a claim in compliance with the claims and disputes resolution provisions of these General Conditions.

## **2.27 SITE CONDITIONS**

- A. Where investigations have been conducted by the Owner of existing conditions on the Site, including subsurface conditions, such investigations are made for the purpose of design only and for the information of bidders. The results of such investigations represent only the statement by the Owner as to the circumstance and character of materials actually encountered by the Owner during the investigations. The Owner makes no guarantee or warranty, express or implied, that the conditions indicated are representative of conditions existing throughout the Site of the Project or any part of it, or that unanticipated conditions might not occur.
- B. All excavation work shall be performed on an "unclassified basis"; that is, such work shall include the removal of all material encountered including earth or rock formations, regardless of the type or hardness thereof, or groundwater conditions in the excavation, the cost of such excavations being included in the Contract Price at the time of bidding. Unclassified excavation Work includes drilling or blasting operations.
- C. If site conditions are discovered that materially differ from previous information that the Contractor has received, and that could not have been discovered by the Contractor through

prudent and reasonable investigation prior to pricing his/her bid for the work, the Contractor shall be compensated for additional costs incurred in working with the unknown site conditions, but only to the extent that such previously unknown and undiscoverable site conditions cause the Contractor to incur costs in addition to the bid price for that portion of the work. The Contractor must be able to demonstrate clearly the original bid price for that portion of the work (plus any approved change orders applicable to that portion of the work) and the additional costs incurred as a direct result of the unknown site conditions. Only additional costs over and above the amount of the original bid price for that portion of the work will be compensated upon a recommendation of approval by the Architect or Engineer.

## **2.28 REQUEST FOR EQUITABLE ADJUSTMENT**

- A. If the Contractor considers a Request for Equitable Adjustment is justified for any increase in the Contract Time, the Contractor shall promptly, upon first observance of the condition giving rise to the request, provide the CM and Owner written notice of such condition and circumstance. This notice shall be given by the Contractor before proceeding to execute the Work, except in emergency endangering life or property, in which case the Contractor shall proceed in accordance with the Emergency provisions of these General Conditions. No such request shall be valid unless so made. A Change Order shall be required to authorize any change in the Contract Time resulting from such request for equitable adjustment.
- B. If the Contractor requests that additional cost or time is involved because of, but not limited to, (1) any written interpretation pursuant to Article 2.07.G, (2) any order by the Owner to stop the Work pursuant to Article 2.08 where the Contractor was not at fault, or any such order by the CM as the Owner's agent, (3) any written order for a minor change in the Work issued pursuant to Article 2.29, the Contractor shall make such request for equitable adjustment as provided in Article 2.28.A.

## **2.29 MINOR CHANGES IN THE WORK**

The CM will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be enacted by written order issued through the CM, and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly.

## **2.30 SUCCESSORS AND ASSIGNS**

The Owner and the Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other.

## **2.31 ASSIGNMENT OF MONEYS**

The Contractor shall not assign moneys due or to become due him/her under the contract without the written consent of the Auditor-Controller of Mono County. Any assignment of moneys shall be subject to all proper set-offs in favor of the County of Mono and to all deductions provided for in the contract and particularly all money withheld, whether assigned or not, shall be subject to being used by the County of Mono for the completion of the work in the event that the Contractor should be in default therein.

## **2.32 GUARANTEE OF WORK**

- A. The Contractor warrants to the Owner that all materials and equipment and the work as a whole furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents, for one (1) year from the date of Notice of Completion of the Contract, unless a longer period is otherwise specified. All manufacturer's warranties required by the Contract Documents shall commence on the date of the filing of the Notice of Completion for the Work (which date necessarily will follow the performance under separate contracts. It shall be the Contractor's responsibility, through appropriate contractual arrangements with all subcontractors, material men and suppliers, to ensure compliance with this requirement. All Work not conforming to these requirements, including substitutions not properly reviewed and authorized, may be considered defective. If required by the IOR, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- B. If repairs or changes are required in connection with guaranteed work within any guaranteed period, which, in the opinion of the CM is rendered necessary as the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the Contract Documents, the Contractor shall, promptly upon receipt of notice from the Owner, and without expense to the Owner (1) place in satisfactory condition in every particular all of such guaranteed work, correct all defects therein, and (2) make good all damage to the building or site, or equipment or contents thereof, which, in the opinion of the IOR, is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the Contract Documents; and (3) make good any work or materials, or the equipment and contents of said building or site disturbed in fulfilling any such guarantee.
- C. If the Contractor disturbs any work guaranteed under another contract in fulfilling the requirements of the contract or of any guarantee, embraced in or required thereby, he/she shall restore such disturbed work to a condition satisfactory to the CM and guarantee such restored work to the same extent as it was guaranteed under such other contract.
- D. The Owner may have the defects corrected if the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee and the Contractor and his/her surety shall be liable for all costs and expenses incurred in connection therewith.
- E. All special guarantees applicable to definite parts of the work that may be stipulated in the Contract Documents shall be subject to the terms of this paragraph during the first (1<sup>st</sup>) year of the life of such special guarantee.

### **2.33 RESPONSIBILITY FOR DAMAGE**

- A. Neither the Owner, the Architect or Engineer, nor any officer or employee of the County, or officer or employee thereof, within the limits of which the work is being performed, shall be answerable or accountable in any manner, for any loss or damage that may happen to the work or any part thereof; or for any of the materials or other things used or employed in performing the work; or for injury to any person or persons, either workmen or the public, for damage to property from any cause which might have been prevented by the Contractor, or his/her workmen, or anyone employed by him/her, against all of which injuries or damages to persons and property the Contractor having control over such work must properly guard.
- B. The Contractor shall be responsible for any liability imposed by law for any damage to any person or property resulting from defects or obstructions or from any cause whatsoever during the progress of the work or at any time before the issuance of the Notice of Completion.
- C. The Contractor shall indemnify and hold harmless the Owner, the CM, the Architect, and all of their respective officers and employees, from all claims, lawsuits or actions of every kind and nature whatsoever, brought for, or on account of any injuries or damages received or sustained by any person or persons, resulting from any act or admission by the Contractor or his/her servants or agents, in the construction of the work or by or in consequence of any negligence in guarding the same, in improper materials used in its construction, or by or on account of any act or omission of the Contractor or his/her agents in the performance of Contractor's obligations under the Contract Documents. In addition to any remedy authorized by law, so much of the money due the Contractor under and by virtue of the contract as shall be considered necessary by the Owner may be retained by the Owner until disposition has been made of such claims, lawsuits or actions for damages as aforesaid.

### **2.34 WRITTEN NOTICE**

Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail.

### **2.35 RESOLUTION OF CONTRACT CLAIMS AND DISPUTES**

- A. A Claim is a demand or assertion by one (1) of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time, or a request for equitable adjustment or Change Order which can not be resolved per provisions of Article 2.25 - CHANGES TO THE CONTRACT. Any Claim shall be reduced to writing and filed with the IOR, within ten (10) calendar days after the Contractor has notice of the condition giving rise to the Claim, and final action per Article 2.25 - CHANGES TO THE CONTRACT procedures has taken place or has been declared as such in writing, by either party. Such ten (10)-day notice of an asserted claim is in addition to the requirement for prompt notice required per Article 2.25 - CHANGES TO THE CONTRACT.

B. The Contractor shall not claim or recover any overhead cost administrative or otherwise, particularly 'Home Office' expenses, 'Extended site overhead', or any other overhead cost on the basis of any 'Home Office' damages formula, 'Eichleay' formula, 'Total Cost' recovery formula or any other such formula.

C. **REQUIREMENTS FOR FILING A CLAIM.** Claims must be filed within the time specified above, but in no event later than the date of final payment. Claims shall be submitted to the IOR. The claim shall be in writing and shall be a sum certain if known. If unknown, Contractor shall specify the basis for establishing the sum certain. Claim shall include a statement of the reasons for the asserted entitlement, and include the documents necessary to substantiate the claim. Such documents may include but are not limited to payroll records, purchase orders, quotations, invoices, estimates, subcontracts, daily logs, supplier contracts, subcontract billings, bid takeoffs, equipment rental invoices, ledgers, journals, daily reports, job diaries, and any documentation related to the requirements of Article 2.25 - CHANGES TO THE CONTRACT. In the case of a continuing delay, only one (1) claim is necessary. If adverse weather conditions are the basis for a claim for additional time, such claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the critical activities on the construction schedule. The Contractor shall certify, at the time of submission of a claim, as follows:

"I, \_\_\_\_\_, being the \_\_\_\_\_ (MUST BE AN OFFICER) of \_\_\_\_\_ (GENERAL CONTRACTOR), declare under penalty of perjury under the laws of the State of California, and do personally certify and attest that: I have thoroughly reviewed the attached claim for additional compensation and/or extension of time, and know its contents, and said claim is made in good faith; The supporting data is truthful and accurate; That the amount requested accurately reflects the contract adjustment for which the Contractor believes the Owner is liable; and, further, that I am familiar with California Penal Code Section 72 and California Government Code Section 12560, et seq., pertaining to false claims, and further know and understand that submission or certification of a false claim may lead to fines, imprisonment and/or other severe legal consequences.

By: \_\_\_\_\_  
(Contractor's signature) (Date)

D. Nothing in this Article is intended to extend the time limit or supersede notice requirements otherwise provided by this contract or by applicable law for the filing of claims. Any formal claim shall be processed in accordance with the provisions of Public Contract Code Section 9204 and Section 20104 et seq., each of which establishes a process for resolution of claims, the provisions of which are consistent with and effectively summarized by the following:

1. The Owner (or his/her designee) shall review the facts pertinent to the claim, obtain additional information deemed necessary for a decision (if any), review recommendations of the IOR, coordinate with the contract administrator (if any) and secure assistance from legal and other advisors, and render a written decision on the claim within forty-five (45) days of receipt of the claim. If additional information or documentation is thereafter required, it shall



be requested and provided pursuant to this subdivision, upon mutual agreement of the Owner (or his/her designee) and claimant. The Owner's (or his/her designee's) written response to the claim, as supplemented by any additional information and/or documentation provided by claimant, shall be submitted to the claimant within fifteen (15) days after receipt of the further information and/or documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

2. If the claimant disputes the written response of Owner (or his/her designee), or Owner fails to respond within the time prescribed, the claimant may so notify the Owner (or his/her designee), in writing, either within fifteen (15) days of receipt of the Owner (or his/her designee's) response or within fifteen (15) days of the Owner (or his/her designee's) failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the Owner (or his/her designee) shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.
3. Within ten (10) business days following conclusion of the meet and confer conference, any unpaid portion of the claim remaining in dispute shall be submitted to nonbinding mediation, as that term is defined by Public Contract Code Section 9204(d)(2)(C).
4. If following the conclusion of the meet and confer conference and the mediation process, the claim or any portion thereof remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his/her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference and mediation process as described in the immediately preceding Paragraphs 2 and 3 of this Section D
5. In the event of any perceived conflict between the summary of the procedure set forth in this Article and the actual provisions of the Public Contract Code Section 9204 and Section 20104, et seq. (a true and correct copy of which is attached as Appendix A hereto and incorporated by this reference as though fully set forth herein), the statutory provisions shall control; and in the event of any perceived conflict between the provisions of Section 9204 and Section 20104, et seq., the provisions of Section 9204 shall control.

- E. **Procedures for Civil Actions to Resolve Disputed Claims:** Non-binding Mediation: Within sixty (60) days, but no earlier than thirty (30) days, following the filing of a responsive pleading, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation by both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause shown to the court. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

Judicial Arbitration: If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of the code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subsection consistent with the rules pertaining to judicial arbitration. Arbitrators shall be experienced in construction law.

Appeals: As provided by statute (specifically Public Contract Code section 20104.4(b)(3) and Code of Civil Procedure section 1141.21), any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees, also pay the attorneys' fees on appeal of the other party.

- F. **CLAIMS AND DISPUTES EXEMPT FROM FILING REQUIREMENTS.** The requirements and procedures imposed by this Article do not apply to:
1. Any claims by the Owner;
  2. Any claim for or respecting personal injury or death or reimbursement or other compensation arising out of or resulting from liability for personal injury or death;
  3. Any claim or dispute relating to stop payment requests or stop notices;
  4. Any claim or dispute related to the approval, refusal to approve, or substitution of Subcontractors, regardless of tier, and suppliers; and
- G. **PAYMENT OF UNDISPUTED PORTION OF CLAIM.** Owner shall pay claimant such portion of a claim that is undisputed except as otherwise provided in the contract.
- H. **CONTINUE WORK DURING DISPUTE.** In the event of any disputed claim or other dispute between the Owner and the Contractor, the Contractor will not stop work but will prosecute the work diligently to completion in his/her manner directed by the Owner, and the dispute shall be resolved by a court of law after completion of the Work. However, Contractor must submit all disputes in accordance with the provisions of Article 2.35.

## **2.36 PERFORMANCE BOND, LABOR AND MATERIAL PAYMENT BOND AND WARRANTY BOND**

- A. The Contractor shall furnish Performance Bond in the amount of one hundred percent (100%) of the Contract amount, Payment Bond in the amount of one hundred percent (100%) of the Contract amount and One Year Warranty Bond in the Amount of ten percent (10%) of the final Contract Amount.

- B. All bonds required, whether Bid bonds, Performance, Payment, Warranty or other bonds, shall be issued by an admitted surety insurer. The same admitted surety insurer must issue the Bid Bond, Performance Bond, Payment Bond, and Warranty Bond. The payment, performance and warranty bonds required by these specifications will neither be accepted nor approved by the Owner unless the bonds are underwritten by an admitted surety and the requirements of California Code of Civil Procedure section 995.630 are met. The bonds must include a physical mailing address, phone number, FAX number, and contract person for the admitted surety insurer. The Owner further reserves the right to satisfy itself as to the acceptability of the surety and the form of bond. Upon request of the Owner, the bidder must submit the following documents:
1. The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument authorizing the person who executed the bond to do so.
  2. A certified copy of the certificate of authority of the insurer issued by the California Insurance Commissioner.
  3. A certificate from the county clerk that the certificate of authority has not been surrendered, revoked, canceled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.
  4. A financial statement of the assets and liabilities of the insurer to the end of the quarter calendar year prior to thirty (30) days next preceding the date of the execution of the bond, in the form of an officers' certificate as defined in Corporations Code § 173.

## **2.37 RIGHTS AND REMEDIES**

- A. The duties and obligations imposed by the Contract Documents and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.
- B. No action or failure to act by the Owner, or by the CM or Architect, regarding any deficiency, breach or default in performance by the Contractor under the Contract Documents, shall be deemed or construed to constitute acquiescence of the Owner in connection therewith or with regard to any subsequent deficiency, breach or default in performance by the Contractor; nor shall any such prior act of failure to act by or on behalf of Owner be deemed or construed as a waiver of any rights in favor of Owner regarding any such deficiency, breach or default in performance by the Contractor, regardless of the similarity to the prior incident or circumstance when no action was taken regarding any alleged deficiency, breach or default in performance by the Contractor.

## **2.38 TIME, DELAYS AND LIQUIDATED DAMAGES**

### **A. DEFINITIONS**

1. Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents for completion of the Work, including authorized adjustments thereto.
2. The Date of Commencement of the Work is the date established in the Notice to Proceed.
3. The Date of Completion of the Work is the date of which the work is certified as complete by the Architect or Engineer as specified in the Notice of Completion.
4. The term "day" as used in the Contract Documents shall mean calendar day unless specifically designated otherwise.

## **B. PROGRESS AND COMPLETION**

1. Time is of the essence regarding all time limits stated in the Contract Documents. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.
2. The Contractor shall begin the Work on the Date of Commencement. The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required herein to be furnished by the Contractor. The Date of Commencement of the Work shall not be changed by the effective date of such insurance.
3. The Contractor shall carry the Work forward expeditiously with adequate forces and shall achieve Completion of the Work within the Contract Time.

## **C. DELAYS AND EXTENSIONS OF TIME**

1. Delays in prosecution of parts or classes of the Work that are not demonstrated to prevent or delay completion of the entire Project or specific milestones within the Contract Time are not "unavoidable delays" for purposes of this section.
2. In all cases, the time authorized for extension of the Contract Time shall be no greater than the number of days directly attributable to the event or circumstances which causes unavoidable delay in the completion of the Project. Contractor shall be entitled, in the case of unavoidable delays, to an extension in the Contract time, but not to any increase to the Contract price. "Unavoidable delay" for this purpose shall be defined as follows:
  - a. **Unavailable Materials.** That materials or articles called for in the Contract Documents are not obtainable within the time required for timely completion; provided that such materials or articles were listed by the Contractor in the schedule required by Article 2.17 - CONTRACTOR'S CONSTRUCTION SCHEDULE; that the Contractor demonstrates that the unavailability of the materials is in fact the cause for the delay, and could not have been avoided by an appropriate adjustment in the Construction Schedule; and that the unavailability of such materials is due to circumstances beyond the Contractor's control. If good cause for delay is demonstrated pursuant to this subsection, the Owner, at its sole discretion, may grant a time extension.

- b. **Force Majeure.** That delays in construction have resulted from circumstances beyond the control of the Contractor and which the Contractor could not have provided against by the exercise of reasonable care, prudence, foresight, and diligence. Unavoidable delays within the meaning of this subparagraph shall be those caused by acts of God, war, insurrection, civil disorder, fire, floods, epidemic, or strikes.
  - c. **Unseasonable Weather.** An extension of time may be granted due to weather which is unsuitable for the Work currently in progress, upon the determination of the Owner that the weather conditions in fact caused the delay in completion of the Project and that such weather conditions were not, and could not in the exercise of reasonable diligence, have been foreseen by the Contractor. Seasonable weather that, in the exercise of reasonable foresight and diligence, should be expected in the area at the time of year in question is not cause for an extension of time.
  - d. **Time Extensions Due to Change Orders or Work Authorizations.** A time extension may be granted due to additional work that results in a delay in the Project caused by the approval by the Owner of a Change Order or Work Authorization. The Contractor shall be entitled to a time extension Change Order only when the extra Work is demonstrated by the Contractor to have caused a delay in the Project.
  - e. **Owner Caused Delays.** In the event that the Project is delayed by acts of the Owner not authorized by the Contract Documents which the Contractor demonstrates will or have caused an unavoidable delay, the Contractor shall be entitled to a Contract Time Change Order to offset the extra time incurred by the Contractor. The Contractor will not be entitled to adjustments in the contract price. Extra time shall be limited to that which is directly identified as critical by the delay.
- 3. The Contractor specifically agrees that a time extension as provided herein is its sole remedy for Owner-caused delays, and agrees to make no claim or demand for additional damages, nor claim an acceleration of the time for performance.
  - 4. The Contractor shall not be entitled to any Contract Time extension nor Contract Price adjustment for alleged Owner delays if the Owner has acted within the time limits specified by the Contract Documents.

#### **D. NOTICE OF DELAYS**

- 1. Contractor shall notify the CM promptly whenever the Contractor foresees any event or circumstance that may delay the prosecution of the Work and in Contractor's opinion may provide grounds for an extension, and shall in any event notify the CM immediately upon the occurrence of any such delay. The Contractor shall take immediate steps to prevent, if possible, the occurrence or continuance of the delay. If this cannot be done, the CM shall determine how long the delay shall continue and to what extent the prosecution and completion of the Work are being delayed thereby. Such notification shall specify with detail the cause asserted by the Contractor to constitute grounds for an extension. Failure of the Contractor to submit such a notice within ten (10) days after the initial occurrence of the

event-giving rise to the delay shall constitute a waiver by the Contractor of any request for a time extension, and no extension shall be granted as a consequence of such delay.

2. If the Contractor believes that the delay in prosecution in the Work will result in an unavoidable delay in completion of the entire Project, the Contractor shall submit evidence to support that belief, together with its request for a time extension. Such evidence shall include a demonstration that the delayed portion of the Work will affect the Critical Path Scheduling of the entire Project. The Contractor shall also submit a proposed revised Construction Schedule, which accounts for the delay in completion of the entire Project caused by the delay in prosecution of part of the Project, and includes a revised Critical Path demonstrating how the Project will be completed within the proposed revised Contract Time.

#### **E. INVESTIGATION; PROCEDURE.**

1. Upon receipt of a request for Contract Time extension, the CM shall conduct an investigation of the facts asserted by the Contractor to constitute grounds for an extension. The results of this investigation shall be reported by the CM to the Contractor and shall indicate whether he/she will recommend for or against such extension to the Owner. The performance of this investigation by the CM shall not be construed as direction or recommendation to the Contractor regarding scheduling of the work. Scheduling this work is the sole responsibility of the Contractor.
2. The CM may, in his/her sole discretion, defer this recommendation to allow the accumulation of time extensions due to Work Authorizations into a periodic or final Change Order request.
3. Upon receiving the Architect or Engineer's recommendation to the Owner regarding the Contractor's request for a time extension, the Contractor may either withdraw its application for extension or request that it be scheduled for action by the Owner. If the Owner disallows the request, there shall be no allowance made for the time during which the request was pending, and the Contractor shall remain obligated to complete the Work in the time specified.
4. If the Owner approves the time extension Change Order, the new Construction Schedule submitted by the Contractor and approved by the Owner shall be deemed to amend the original Construction Schedule approved by the Owner; thereafter, the amended Construction Schedule shall have the same force and effect as the originally approved Progress Schedule.
5. The revised Construction Schedule must be submitted within seven (7) calendar days of the date in which the Owner approves the change.
6. The Contractor agrees that the Owner's determination as to the existence of grounds for an extension and, the duration of any such extension, shall be final and binding upon both Owner and Contractor.

#### **F. DISCRETIONARY TIME EXTENSION FOR BEST INTEREST OF OWNER**

1. The Owner reserves the right to extend the Contract Time for completion of the Work if the Board of Supervisors determines that such extension is in the best interest of the Owner.
2. In the event that such discretionary extension is made at the request of the Contractor, the Owner shall have the right to charge to the Contractor all or any part, as the Board may deem proper, of the actual cost to the Owner for engineering, inspection, supervision, contract administration, incidental and other overhead expenses that accrue during period of such extension, and to deduct all or any portion of such amounts from the final payment for the Work.
3. In the event such extension is ordered over the objection of the Contractor, the Contractor shall be entitled to a Change Order adjusting the price paid to reflect the actual costs incurred by the Contractor as a direct and proximate result of the delay, upon his/her written application therefor, accompanied by such verification of costs as the CM requires. Only additional direct costs incurred at the site will be reimbursable by Change Order.

#### **G. LIQUIDATED DAMAGES**

1. If the Work is not completed by Contractor in the time specified in the Agreement for Construction or within any period of extension authorized pursuant to this Article, the Contractor acknowledges and admits that the Owner will suffer damage, and that it is impracticable and infeasible to fix the amount of actual damages. Therefore, it is agreed by and between the Contractor and the Owner that the Contractor shall pay to the Owner as fixed and liquidated damages, and not as a penalty, the sum of \$2,500 per day as specified in Section 00 52 13, Agreement, Article III for each calendar day of delay until the Work is completed and accepted, and that both the Contractor and the Contractor's surety shall be liable for the total amount thereof, and that the Owner may deduct said sums from any monies due or that may become due to the Contractor.
2. This liquidated damages provision shall apply to all delays of any nature whatsoever, save and except only unavoidable delays approved by the Owner pursuant to provisions hereinabove, or discretionary time extensions approved by the Board of Supervisors pursuant to provisions hereinabove.

#### **H. EXTENSION OF TIME NOT A WAIVER.**

1. Any extension of the Contract Time granted pursuant to this Article shall not constitute a waiver by the Owner, nor a release of the Contractor, from his/her obligations to perform this Contract within the allotted Contract Time.
2. Granting of a time extension due to one (1) circumstance on one (1) request therefore shall not constitute a granting by the Owner of an extension of time for any other circumstance or the same circumstance occurring at some other time, and shall not be interpreted as a precedent for any other request for extension.

### **2.39 PROTECTION OF PERSONS AND PROPERTY**

## **A. SAFETY PRECAUTIONS AND PROGRAMS**

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

## **B. SAFETY OF PERSONS AND PROPERTY**

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

1. All employees on the Work and all other persons who may be affected thereby;
  2. All the work and all materials and equipment to be incorporated therein, whether in storage or off the site, and that is under the care, custody or control of the Contractor or any of the Contractor's Subcontractors or Sub-subcontractors;
  3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction; and
  4. The work of the Owner or other separate contractors.
- C.** The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.
- D.** The Contractor shall erect and maintain, as required by existing conditions and the progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent facilities.
- E.** When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.
- F.** The Contractor shall promptly remedy all damage or loss to any property referred to above caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor, anyone directly or indirectly employed by any of them, or any one for whose acts any of them may be liable, and for which the Contractor is responsible under the above noted clauses, except damage or loss attributable solely to the acts or omissions of the Owner, the CM, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable in any degree to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under the Indemnification provisions provided herein.
- G.** The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's



superintendent unless otherwise designated by the Contractor in writing to the Owner and the CM.

H. The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.

I. EMERGENCIES

In any emergency affecting the safety of persons or property the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in the provisions herein for Changes in the Work.

## **2.40 INSURANCE**

### **A. CONTRACTOR'S INSURANCE**

1. Bidders' attention is directed to the insurance requirements below. It is highly recommended that Bidders confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of the insurance certificates and endorsements required below. A bidder who is awarded a contract and thereafter fails to comply strictly with the insurance requirements, will be deemed to be in default of its obligations.
2. Contractor shall procure, and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her agents, representatives, employees or Subcontractors. The cost of such insurance shall be included in the Contractor's bid.
3. No later than ten (10) calendar days following the Award of the Contract, and prior to execution of the Agreement for Construction by the Owner, the Contractor shall submit certificates of insurance, signed by an authorized agent of the insurer, attesting to insurance coverage of the Contractor as required by this Article.

### **B. MINIMUM SCOPE OF INSURANCE.**

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG0001).
2. Insurance Services Office Business Auto Coverage form number CA 0001 0187 covering Automobile Liability, code 1 "any auto".
3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

### **C. MINIMUM LIMITS OF INSURANCE.**

Contractor shall maintain limits no less than:

1. General Liability: One million dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be three times the required occurrence limit.
2. Automobile Liability: One million dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of one million dollars (\$1,000,000.00) per accident.

### **D. DEDUCTIBLES AND SELF-INSURED RETENTIONS.**

Any deductibles or self-insured retentions must be declared to and approved by the Owner. If approved at the option of the Owner, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expense.

### **E. OTHER INSURANCE PROVISIONS.**

The policies are to contain, or be endorsed to contain, the following provisions:

1. Fire Insurance / Builders Risk Insurance.
  - a. The Contractor shall secure "All Risk" type Builder's Risk Insurance for the Work to be performed pursuant to this Agreement. The policy shall cover not less than losses due to fire, explosion, vehicle damage, theft, flood, earthquake and civil commotion with no coinsurance penalty provision.
  - b. The Contractor shall obtain and keep in force insurance against loss or damage by fire and the customary extended perils including windstorm, hail, explosion, aircraft, vehicle, smoke, riot, and civil commotion, vandalism, sprinkler leakage (including earthquake) as covered under the standard forms of California Standard Fire Insurance Policy for school projects or Factory Insurance Association and/or Factory Mutual Insurance Company for projects other than schools. The policy shall cover the entire structure on which the work of this contract is to be done, up to the full insurable value thereof, including items of labor and materials connected therewith on the site, materials in place or to be used as part of the permanent construction including materials stored and partially paid for by the Owner as provided in Section 00 21 13 surplus materials, shanties, protective fences, bridges, or temporary structures, miscellaneous materials and supplies incident to the work, and such scaffolding, staging, towers, forms and

equipment as are not owned or rented by the Contractor, the cost of which is included in the cost of the work. EXCLUDED: This insurance does not cover any tools owned by mechanics, any tools, equipment, scaffolding, staging, towers, and forms owned or rented by the Contractor, the capital value of which is not included in the cost of the Work, or any structures erected for the Contractor's administration of the Project. The loss, if any, is to be adjustable with and payable to the Owner as trustee for the insured as their interests may appear, except in such cases as may require payment of all or a proportion of said insurance to be made to a mortgagee or trustee as its interest may appear.

- c. The Owner shall be named as insured jointly with the Contractor and other proper parties, all as their respective interests may appear. All subcontractors shall be insured to the extent of their portion of the work under the Contractor. The Owner, Contractor and all subcontractors waive all rights, each against the others, for damages caused by fire or other perils covered provided under the terms of this article, except such rights as they may have to the proceeds of the insurance held by the party obtaining and maintaining the insurance policy in force who acts as trustee of said policy. Certificates of such insurance shall be filed with the Owner. If the Contractor fails to effect or maintain insurance as above and so notifies the Owner, the Owner may insure his own interest and charge the cost thereof to the Contractor.
  - d. In the event of a partial or total destruction by the perils insured against, of any or all of the work and/or materials herein provided for, at any time prior to the final completion of the Contract and the final acceptance by the Owner of the Work or materials to be performed or supplied thereunder, the Contractor shall promptly reconstruct, repair, replace, or restore all work or materials so destroyed or injured at his sole cost and expense. Nothing herein provided for shall in any way excuse the Contractor or his surety from the obligation of furnishing all the required materials and completing the work in full compliance with the terms of the Contract.
2. Commercial General Liability and Automobile Liability Coverages.
- a. The Contractor shall secure Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000.00). This policy shall be issued on a per occurrence basis. The Owner may require specific coverage including completed operations, product liability, contractual liability, XCU, fire legal liability or any other liability insurance deemed necessary because of the nature of the contract. The Owner, its officers, officials, employees, agents, including Consulting Engineers while performing contract administration services, and volunteers are to be covered as insured as respects all of the following: liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officers, officials, employees or volunteers.

- b. The Contractor's insurance coverage shall be primary insurance as respects the owner, its officers, officials, employees, agents, Consulting Engineers, and volunteers. Any insurance or self-insurance maintained by the Owner, its officers, officials, Employees, agents, Consulting Engineers, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
  - c. Any failure to comply with reporting provisions of the policies shall not affect Coverage provided to the Owner, its officers, officials, employees, agents, Engineers, Consulting Engineers, or volunteers.
  - d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - e. Such Commercial General Liability insurance shall name the County of MONO, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by Owner, its officers, agents and employees shall be excess only and not contributing with insurance provided under Contractor's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to Owner. Contractor shall obtain endorsements to the Commercial General Liability insurance policy naming Owner as an additional insured and providing for a thirty (30) day prior written notice of cancellation or change in terms or coverage
  - f. Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage. Coverage should include owned and non-owned vehicles used in connection with this Agreement and all applicable endorsements.
3. Professional Liability Coverage.
- If Contractor employs licensed professional staff, (e.g., *P.E.*, *P.L.S.*, R.N., L.C.S.W., M.F.C.C.) in providing services, the Contractor shall secure Professional Liability Insurance with limits of not less than one million dollars (\$1,000,000.00) per occurrence, and three million dollars (\$3,000,000.00) annual aggregate, with a provision for three (3) year tail coverage.
4. Worker's Compensation and Employers Liability Coverage.

The Contractor shall obtain a policy of Worker's Compensation insurance in accordance with applicable provisions of the California Labor Code. The insurer shall agree to waive all rights of subrogation against the Owner, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Owner. Contractor shall supply the Owner with certificates of insurance in triplicate, evidencing that Workers Compensation Insurance is in effect and providing that the Owner will receive 30 days' notice of cancellation. If Contractor self-insures Workers Compensation, Certificate of Consent to Self-Insure shall be provided to the Owner.

## 5. All Coverages.

Prior to the commencement of performing its obligations under this Agreement, Contractor shall provide certificates of insurance and upon request from Owner, formal endorsements for the foregoing policies, as required herein, to the Owner, listing the name and address of the official who will administer this contract, and stating that such insurance coverage have been obtained and are in full force; that the County of MONO, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of MONO, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by Owner, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein; and each insurance policy required by this Section 2.40 shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the Owner.

## F. ACCEPTABILITY OF INSURERS

Contractor shall obtain the policies and coverages specified herein from an admitted insurer in good standing with and authorized to transact business in this state by the California Department of Insurance, and having a Best's rating of no less than **A** and FSC **VIII**.

## G. VERIFICATION OF COVERAGE

Contractor shall furnish the Owner with certificates of effecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the owner before work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies, at any time. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the Owner may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event. The Certificate of Insurance shall be issued in triplicate, and provided to the Owner within ten (10) days of award, and also shall be provided to all other participating agencies who contribute to the cost of the work or have jurisdiction over areas in which the work is to be performed and all officers and employees of said agencies while acting within the course and scope of their duties and responsibilities.

## H. SUBCONTRACTORS

Contractor shall include all Subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

## 2.41 UNCOVERING WORK

- A. If any portion of the Work should be covered contrary to the request of the CM, IOR, Owner, public authority having jurisdiction, or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Engineer, be uncovered for their observation and shall be replaced at the Contractor's expense.
- B. If any other portion of the Work has been covered which the Engineer, Owner or public authority having jurisdiction has not specifically requested to observe prior to its being covered, the Engineer may request to see such Work and it shall be uncovered by the Contractor. If such Work is found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work is found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it be found that this condition was caused by the Owner or a separate contractor as provided herein in these General Conditions, in which event the Owner shall be responsible for the payment of such costs.

## **2.42 CORRECTION OF WORK**

- A. The Contractor shall promptly correct all Work rejected by the Engineer as defective or as failing to conform to the Contract Documents, whether or not fabricated, installed or completed. The Contractor shall submit a plan of action, within twenty-four (24) hours of notification of the rejected work by the Engineer, for correcting the rejected work. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the Engineer's and Architect's additional services made necessary thereby.
- B. If, within one (1) year after the date of acceptance of the Work as specified in the Notice of Completion, or designated portion thereof, or within one (1) year after acceptance by the Owner of designated equipment, or within such longer period of time as may be prescribed by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found by Owner to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. This obligation shall survive both final payment for the Work or designated portion thereof and termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.
- C. C. The Contractor shall, at his/her sole expense, remove from the site all portions of the Work that are defective or nonconforming and which have not been corrected under Articles 2.32, 2.42.A, and 2.42.B, unless the Owner waives removal.
- D. If the Contractor fails to submit a plan of action, within twenty-four (24) hours of notification of the rejected work by the Engineer, for correcting the rejected work, or fails to correct defective or nonconforming Work as provided herein in Articles 2.32, 2.42.A, and 2.42.B, the Owner may correct it in accordance with Article 2.08.C.
- E. If the Contractor does not take action under the plan to initiate such correction of such defective or nonconforming Work within ten (10) days of written notice from the Engineer, the Owner may remove it and may store the materials or equipment at the expense of the Contractor. If the

Contractor does not pay the cost of such removal and storage within ten (10) days thereafter, the Owner may, upon ten (10) additional days' written notice, sell such Work at auction or at private sale and shall account for the proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the CM, IOR, Architect, or other Professional's additional services made necessary thereby. If such proceeds of sale do not cover all costs that the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

- F. The Contractor shall bear the cost of making good all work of the Owner or separate contractors destroyed or damaged by such correction or removal.
- G. Nothing contained in this Article 2.42 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including Article 2.32 hereof. The establishment of the time periods noted in this Article 2.42, or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents, relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the Contractor's obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

## **2.43 ACCEPTANCE OF DEFECTIVE OR NONCONFORMING WORK**

If the Owner prefers to accept defective or nonconforming Work, the Owner may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Amount where appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made. Engineer shall determine the amount of reduction in the Contract Amount.

## **2.44 TERMINATION BY THE OWNER**

- A. If the Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the Contractor's insolvency, or stop notices are served upon the Owner, or if the Contractor persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards applicable laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Contract Documents, and fails after written notice to commence and continue correction of such default, neglect or violation with diligence and promptness, the Owner upon certification by the Engineer that sufficient cause exists to justify such action, may, after an additional written notice and without prejudice to any other remedy the Owner may have, terminate the Contract and take possession of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by

whatever methods the Owner may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished.

- B. If the unpaid balance of the Contract Amount exceeds the costs of finishing the Work, including compensation for the CM's, IOR's and Architect's additional services made necessary thereby, Contractor will only be paid for his/her actual unpaid costs from such excess. If such costs exceed the unpaid balance, the contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or to the Owner, as the case may be, shall be certified by the Engineer, upon application, in the manner provided in Article 2.24 and this obligation for payment shall survive the termination of the Contract.

## **2.45 SUBSTITUTION OF MATERIALS**

- A. When a specific manufacturer, trade name or material is specified, or indicated, it is to establish a standard of quality and shall not be construed as limiting competition. The intent of the Contract Documents is to specify high-grade standard material and equipment, and it is not the intent of these Contract Documents to exclude or omit the products of any responsible manufacturer, if such products are equally acceptable in terms of quality, finish, performance, durability, and serviceability, in the judgment of the Owner and the Architect, to those specified herein. Wherever an article, or any class of materials, is specified by the trade name or by the name of any particular patentee, manufacturer or dealer, it shall be taken as intending to mean and specify the article of material described or any other equal thereto in quality, finish, performance, durability, and serviceability, in the judgment of the Owner and the Architect, for the purpose for which it is or they are intended.
- B. If the Contractor desires to use material or equipment other than that specified, he/she shall submit a request for approval of such substitution, using the form provided, to the Architect/Engineer by no later than the date stipulated in document 01 25 00.
- C. The Owner does not guarantee that alternative articles, components, materials or equipment other than the item specified by trade name or other specific identification, will fit within the design parameters of the project without alteration of the project design by the Contractor.
- D. The Owner has the right to reject any proposed alternative material which requires alteration of the project design which impacts the safety of the public or the user of the completed facility. If the proposed alternative material requires alteration of the design of the Project or any aspect thereof and said alterations are acceptable to the Owner, the Contractor shall be responsible for performing said alterations at no additional cost to the Owner.
- E. Submittals for approval of substitute materials shall contain sufficient detailed information, descriptive brochures, drawings, samples or other data as is necessary to provide a detailed side-by-side comparison to the specified materials. It is the sole responsibility of the Contractor to submit complete descriptive and technical information so the Engineer and the Architect can make proper appraisal. Lack of either proper or sufficient information shall constitute cause for rejection. Reference to product data will not be acceptable.



- F. It is the Contractor's responsibility to confirm and correlate all quantities and dimensions and coordinate with all trades whose work may be affected by the requested substitution.

## **2.46 REFERENCE TO STANDARDS**

- A. Reference to known standards shall mean and intend the latest edition or amendment published prior to date of these Specifications, unless specifically indicated otherwise, and to such portions of it that relate and apply directly to the material or installation called for on the Project.
- B. Where material is specified solely by reference to standard specifications, the Contractor shall, if requested by the Engineer, submit to the Engineer for his/her approval, data on all such material proposed to be incorporated into the Work of the Contractor, listing the name and address of the vendor, the manufacturer or producer, and the trade or brand names of such materials.

## **2.47 SPECIFICATIONS**

- A. The Specifications are organized into Divisions, Sections, and Trade headings based on the Construction Specifications Institute's 49-Division format and the Master format numbering system. This organization shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of the Work to be performed by any trade. The Contractor shall be responsible for examining all Sections of the Specifications for inter-related items of the Work, and for furnishing each item identified or specified.
- B. No responsibility will be assumed by the Owner, Architect or the CM for omissions or duplications by the Contractor in the completion of the Contract due to any alleged discrepancy in the arrangement of the material in these Specifications, nor shall any such segregation of work and materials operate to make the IOR an arbiter in defining the limits to the agreements between the Contractor and his/her Subcontractors or suppliers.
- C. The misplacement, addition or omission of any letter, word or punctuation mark shall in no way damage the true spirit, intent or meaning of these Specifications.
- D. The words "shown", "indicated", "noted", "scheduled" or words of that effect shall be understood to mean that reference is made to the Drawings accompanying these Specifications.
- E. Where reference herein is made to colors or finishes "as selected", the reference is to the Architect with concurrence by the Owner.

## **2.48 APPROVED APPLICATORS**

- A. Where specific instructions in these Specifications require that a particular product and/or materials be installed and/or applied by an "approved applicator" of the manufacturer, it shall be the Contractor's responsibility to insure that any Subcontractors used for such work be approved applicators.
- B. Contractor accordingly shall bear any and all costs, and shall reimburse Owner for any such costs incurred by Owner, resulting from Contractor's failure to insure the use of an "approved applicator".

## **2.49 DELIVERY AND STORAGE OF MATERIALS**

- A. Deliver all manufactured materials in the original packages, containers or bundles (with the seals intact), bearing the name or identification mark of all manufacturer
- B. Deliver fabrications in as large assemblies as practicable and where specified to be shop-primed or shop-finished; they shall be packaged or crated as required to preserve such priming or finish intact and free from abrasion.
- C. Store all materials in such manner as necessary to properly protect same from damage, as materials or equipment damaged by handling, weather, dirt or from any other cause will not be acceptable.
- D. Store materials so as to cause no obstructions (i.e. stored off all sidewalks and other walkways, roadways, and underground services). The Contractor shall be responsible for protecting from damage all material and equipment furnished under the Contract.

## **2.50 QUALITY OF WORK**

- A. Where not more specifically described in any of the various Sections of these Specifications, the quality of work shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction, or installation regularly furnished or required for completion of the work (including any finish), and for successful operation as intended of the project and the component thereof corresponding to that work.
- B. All Work shall be executed by mechanics skilled in their respective lines of work.
- C. When completed, all parts shall have been durably and substantially built and shall present a neat, finished appearance.

## **2.51 HOURS OF WORK**

- A. Eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and it is expressly stipulated that no worker employed at any time by the Contractor, or by a Subcontractor under this Contract, upon the Work, shall be required or permitted to work thereon more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week, except as provided in Sections 1810-1815 inclusive, of the Labor Code of the State of California, all the provisions of which are deemed to be incorporated herein as if set forth in full; and it is further expressly stipulated that for each and every violation of said last named stipulation, said Contractor shall forfeit, as a penalty to the Owner, fifty dollars (\$50.00) for each worker employed by the Contractor in the execution of this Contract, for each calendar day during which said worker is required or permitted to labor more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of any of said provisions of the Labor Code.
- B. Notwithstanding the above stipulations, pursuant to Section 1815 of the Labor Code, work performed by employees of contractors in excess of eight (8) hours per day and forty (40) hours during any one (1) week shall be permitted on the Project upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and a half (1 1/2) times the basic rate of pay.

## **2.52 WAGE RATES**

- A. Pursuant to Section 1770-1780 of the Labor Code of the State of California, the Director of the Department of Industrial Relations has determined the general prevailing rates of wages and rates for legal holidays and overtime in the locality in which this work is to be performed, which under Labor Code Section 1773.1 are deemed to include employer payments for health and welfare, pension, vacation, travel time and subsistence pay, and apprenticeship or other authorized training programs, for each craft or type of worker or mechanic needed to perform this contract. Said wage rates are available only at the Mono County Department of Public Works, and will be made available to any interested person upon request. Minimum wage rates for this Project, as predetermined by the Secretary of Labor, are set forth in the Special Provisions. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the Prevailing Wage Rates predetermined by the Director of the Department of Industrial Relations of the State of California for similar classifications of labor, the contractor and his subcontractors shall pay not less than the higher wage rate.
- B. It shall be mandatory upon the Contractor to whom the Contract is awarded, and upon any Subcontractor under him/her to pay not less than the said specified rates to all laborers, workers, and mechanics employed by them in the execution of the Contract, and to pay all laborers, workers and mechanics not less often than once weekly. The Contractor to whom the Contract is awarded shall post a copy of the determination of prevailing wages at the job site. The Contractor shall require all Subcontractors to comply with Sections 1770-1780 of the Labor Code of the State of California and shall insert into every subcontract the requirements contained therein.
- C. The Contractor shall comply with Labor Code Section 1775. In accordance with said Section 1775, it is hereby further agreed that the Contractor shall forfeit to the Owner, as a penalty, fifty dollars (\$50.00) for each laborer, worker, or mechanic employed for each calendar day or

portion thereof, who is paid less than the said stipulated rates for any work done under the Contract, by him/her or by any Subcontractor under him/her. The difference between said stipulated rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than said stipulated rate shall be paid to each worker by the Contractor. The Contractor, and each Subcontractor, shall keep or cause to be kept an accurate record 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/her or her in connection with the public work. The records shall be open at all reasonable hours to the inspection of the Owner, to its officers and agents, and to the Division of Labor Law Enforcement of the State Department of Industrial Relations, its deputies and agents, or as otherwise provided by applicable law (including but not limited to Labor Code 1776).

- D. In case it becomes necessary for the Contractor or any Subcontractor to employ on the Work under this Contract any person in a trade or occupation (except executive, supervisory, administrative, clerical or other non-manual workers as such) for which no minimum wage rate is specified, the Contractor shall immediately notify the Owner who shall promptly thereafter determine the prevailing rate for such additional trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

## **2.53 APPLICATION OF HIGHEST STANDARDS AND REQUIREMENTS**

Whenever two (2) or more standards or requirements appear in these General Conditions or in any other part of the Contract Documents that form the Contract, the highest standard or requirement shall be applied and followed in the performance under this Contract.

## **2.54 NONDISCRIMINATION IN EMPLOYMENT**

- A. Federal and State Laws prohibit discrimination in employment. The California Fair Employment Practices Act (Labor Code Section 1410 to 1433) prohibits discrimination in employment on the basis of race, religion, color, sex, physical handicap, medical condition, marital status, age, national origin or ancestry, and applies to all employers, employment agencies and labor organizations.
- B. Title VII of the Federal 1964 Civil Rights Act (42 U.S.C. Section 2000e - 2000e - 17) prohibits employment discrimination on the basis of race, color, sex, religion, or national origin, and applies to all employers that employ at least fifteen (15) workers during each working day in each of twenty (20) or more calendars weeks in the current or preceding year.
- C. In addition to these two (2) laws of general application, there are other Federal and State laws that prohibit employment discrimination in particular cases.
- D. The Owner is an Affirmative Action Employer and expects all of its contractors and suppliers to familiarize themselves with, and comply with, all applicable laws relating to employment discrimination.

- E. To the extent required by law, the Contractor shall meet all requirements of law relating to the participation of minority, women, and disabled veteran business enterprise contracting goals, and shall comply with Public Contract Code 10115 et seq. and all applicable regulations. Contractor further agrees that, when required, Contractor shall ensure compliance by all Subcontractors and shall complete all forms required by all agencies exercising jurisdiction over the project.

## **2.55 APPRENTICES**

- A. Pursuant to Sections 1770-1780 of the Labor Code of the State of California, the Director of the Department of Industrial Relations has determined the general prevailing rate of wages in the locality for each craft or type of worker needed to execute the work. Said wage rates pursuant to Section 1773.2 of the Labor Code are on file with the Clerk to the MONO County Board of Supervisors, and will be made available to any interested person on request. A copy of this wage scale may also be obtained at the following Web Site: [www.dir.ca.gov/dlsr](http://www.dir.ca.gov/dlsr).
- B. Pursuant to Section 1775 of the Labor Code of the State of California, nothing in this Article shall prevent the employment of properly registered apprentices upon public works. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he/she is employed, and shall be employed only at the work of the craft or trade to which he/she is registered.
- C. Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing at Section 3070), Division 3, of the Labor Code, are eligible to be employed on public works. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he/she is training.
- D. Mono County is committed to increasing the availability of employment and training opportunities, with particular attention to the plight of those who are most economically disadvantaged. In an effort to advance that purpose, the County will require that the Contractor and each subcontractor employed on this Project shall use their best efforts to ensure that thirty-three percent (33%) of apprentice hours, as determined by California Labor Code Section 1777.5 for each contractor and subcontractor of any tier on this Project are performed by qualified participants in the state approved apprenticeship programs who also are current or former "Welfare-to-Work" participants in the CalWORKs program. Provided, that nothing contained in this Paragraph D shall be interpreted to relieve or in any way diminish the obligation of the Contractor and each subcontractor to comply fully with all applicable apprenticeship laws in accordance with the California Labor Code and the California Code of Regulations; and accordingly such requirements as are contractually imposed by this Paragraph D shall be in addition to such legally mandated requirements, and applicable only to the extent fully consistent therewith.
- E. Incentives whereby the Contractor or Subcontractor receives partial reimbursement for the wages paid to apprentices who qualify may be available. The incentive program is administered by the County of MONO, Department of Social Services. For questions regarding the incentive program, contact the Department of Social Services at (559) 600-5370.

## **2.56 PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted, and this contract shall be read and enforced as though it were included, and if through mistake or otherwise any provision is not inserted or is not correctly inserted, upon application of either party the contract shall be amended to make the insertion or correction.

## **2.57 DRUG FREE WORKPLACE CERTIFICATION**

- A. The Contractor shall comply with Government Code Section 8355 in matters relating to providing a drug-free workplace.
- B. The Contractor shall publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- C. The Contractor shall establish a Drug-Free Awareness Program as required by Government Code 8355(b), to inform employees about all of the following:
  - 1. The dangers of drug abuse in the workplace,
  - 2. The Contractor's policy for maintaining a drug-free workplace,
  - 3. Any available counseling, rehabilitation and employee assistance programs,
  - 4. Penalties that may be imposed upon employees for drug abuse violations.
- D. Provide as required by Government Code 8355(c), that everyone who provides work under the Agreement.
  - 1. Will receive a copy of the company's drug-free policy statement, and
  - 2. Will agree to abide by the terms of the Contractor's statement as a condition of employment on the contract.

## **2.58 PROJECT BOOKS AND RECORDS**

- A. The Contractor shall maintain adequate fiscal and Project books, records, documents and other evidence pertinent to the Contractor's work on the Project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the financial statement, to the accounting records and to the supporting documentation. All of the Contractor's records contained in the official project file must be preserved for a minimum of three years after the last

date on which no lease revenue bonds are outstanding. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the relevant time period as set forth in the previous sentence, the related records must be retained until the completion of the action and resolution of all issues which arise from it if such date is later than the end of the aforementioned three-year period. These records shall be protected from fire and other damage.

- B. The Contractor's Project books, records, documents and other evidence pertinent to the Contractor's work on the Project shall be subject to inspection, examination, monitoring, copying, excerpting, transcribing, and/or audit by the County or designees, the Board of State and Community Corrections (BSCC) or designees, The Department of Corrections and Rehabilitation or designees, the Department of General Services or designees, the Department of Finance or designees, the Bureau of State Audits or designees, and state government auditors or designees for a minimum of three years after the last date on which no lease revenue bonds are outstanding. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the relevant time period as set forth in the previous sentence, the related records must be retained until the completion of the action and resolution of all issues which arise from it if such date is later than the end of the aforementioned three-year period. Suitable facilities for access, monitoring, inspection and copying thereof shall be provided to any of the parties listed above.
- C. The Contractor is advised that a partial source of financing for this agreement for construction of the Project is the State SB 1022 financing, and that the County may not have funds to finance this agreement independently of the State financing. The Contractor shall in all ways cooperate with the County and BSCC in maintaining a positive, good working relationship focused on what is best for the Project.

## **2.59 PARTNERING**

Partnering sessions shall be a part of this contract. A one-day initial session, one-day group session and quarterly refresher sessions are planned. The sessions shall be attended by all associated project and executive level staff requested by the County at no additional cost to the County. Dates for these sessions are to be determined. These sessions are planned to be held at the Mono County Public Works Conference Room on the 2<sup>nd</sup> floor 74 North School Street, Bridgeport, 93517 and are subject to change. The professional facilitator costs will be borne by the Owner.

## **END OF GENERAL CONDITIONS**

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## **S U P P L E M E N T A L   G E N E R A L   C O N D I T I O N S**

### **3.01   GENERAL**

The foregoing Supplemental General Conditions shall form a part of this section with the same force and effect as though repeated herein.

Attention is also directed to Division 01 - GENERAL REQUIREMENTS.

It is the contractor's responsibility to obtain hard copies of the contract documents if needed.

### **3.02   PRE-BID CONFERENCE**

A pre-bid conference will be held at the time and date stated on the cover sheet. A discussion of the project will be held and the project site will be open for examination. Contractors should meet at the project site:

**221 Twin Lakes Road, Bridgeport, California 93517.**

### **3.03   PERMITS AND LICENSES**

Project required Permits will be provided by the Owner:

- Grading Permit
- Building Permit
- Encroachment Permit

Project required Permits to be obtained by Contractor:

- Mono County Business License
- Air quality permit from Great Basin Air Quality Control District as needed for operation of generators and/or equipment
- Storm Water Construction General Permit SWPPP

### **3.04   CODES AND REGULATIONS**

All work, materials, and equipment shall be in full compliance with the 2013 edition of the California Code of Regulations, Title 24, Parts 2,3,4,5,6 & 9, NFPA, Cal/OSHA Safety Regulations; and all Federal, State and Local laws, ordinances, regulations, applicable in the performance of the work.

### **3.05   COORDINATION OF WORK**

The Contractor shall coordinate all work with Public Works and Planning Construction Supervisor (760-709-0423), to minimize any interruptions to the normal operation of the existing facilities particularly interruptions to utilities, HVAC, normal & emergency electrical power, alarm system, communications system, and computer systems.

### **3.06 WORK DAY NOISE**

All work shall be in accordance with the Mono County Code of Ordinances, 10.16.060 - Noise level limitations, paragraph C.

Exterior noise creating activities including but not limited to engine starts, material loading, material dumping, site work, earthwork, structure construction, backup alarms, shouting, etc. shall be performed during the regular work week, and between the hours of 8:00 AM – 6:00 PM. Quiet activities, and interior work that the Engineer cannot hear from property lines may be permitted outside of the above working hours on a case-by-case basis by the Engineer.

No amplified music is allowed. Amplified music may be allowed by the Engineer during interior work, provided it cannot be heard from property lines.

### **3.07 SCHEDULE OF OPERATION**

Time is of the essence in the performing of this contract. The Contractor shall generally schedule the work in a manner that will progress to completion without interruption.

### **3.08 TEMPORARY FACILITIES - See Section 01 50 00**

### **3.09 FIRE PROTECTION AND FIRE INSURANCE**

Contractor shall not perform any fire hazardous operation adjacent to combustible materials. Any fire hazardous operation shall have proper fire extinguisher close by and the adjacent area shall be policed before stopping work for the day.

Contractor shall provide not less than one OSHA / NFPA Class 6-ABC fire extinguisher for each 9,000 square feet of project area or fraction thereof.

### **3.10 DAMAGE TO EXISTING WORK**

Damage to existing construction, equipment, planting, public roads, fences, utilities etc., by the Contractor in the performance of his work shall be replaced or repaired and restored to original condition by the Contractor at the Contractor's expense. The Contractor will be responsible for the restoration of the Contractor Laydown Area prior to the Notice of Substantial Completion.

### **3.11 PROTECTION OF ALARM, SECURITY, COMMUNICATIONS, AND COMPUTER SYSTEMS**

The Contractor shall be responsible for all costs incurred by the Owner on these systems as a result of work by the Contractor or damage caused by the Contractor's operations, including costs associated with false fire alarms caused by Contractor operations.

### **3.12 RECORD DRAWINGS – SEE SECTION 01 78 00**

The Contractor shall be required to provide a complete set of paper as-builts including full size drawings and specifications. One set shall be maintained on-site and reserved upon which a record of all changes to the project plans shall be made. As the work progresses, the Contractor will be responsible for and shall maintain a record of all deviations in the mechanical, electrical, plumbing and other work from that indicated on the plans. As a condition for considering the project complete, the record drawings must be delivered to the Architect of Record, and deemed acceptable. Provisions in sections 01 29 00 – Payment Procedures and 01 32 26 Construction Progress Documentation shall be strictly enforced and will result in additional retention withholdings from requests for progress payment if documentation is not kept current.

### **3.13 GUARANTEE / WARRANTY RESPONSE**

Attention is directed to Section 00 72 00 - General Conditions, section 2.32 "Guarantee Of Work", the Section 00 65 36 - Guaranty, and Section 01 78 36 "Warranties and Bonds" of the Specifications.

In lieu of any time limits imposed or implied by the above referenced contract documents or stated in standard product warranties or special warranties, the Contractor shall respond within 24 hours to notice from the Owner that repairs or changes are required in connection with guaranteed work or equipment within the guarantee period.

### **3.14 TRENCHING AND EXCAVATION**

In accordance with Section 7104 of the California Public Contract Code, the following provisions shall apply to any contract involving digging of trenches or other excavations that extend deeper than five feet below the surface:

- A. The contractor shall promptly, and before the following conditions are disturbed, notify the Owner, in writing, of any:
  - 1. Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
  - 2. Subsurface or latent physical conditions at the site differing from those indicated.
  - 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- B. The Owner shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the

contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order in accordance with the provisions of Section 2.11 of the General Conditions.

- C. In the event that a dispute arises between the Owner and the contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor's cost of, or time required for, performance of any part of the work, the contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.
- D. In advance of any excavation the Contractor shall submit to the Construction Manager a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches five feet or more in depth. A registered civil or structural engineer shall prepare the plan. As part of the plan, a note shall be included stating that the registered civil or structural engineer certifies that the plan complies with CAL-OSHA Construction Safety Orders, or stating that the registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping, or other provisions of the Safety Orders.
  - 1. All shoring submittals shall include surcharge loads from adjacent embankments, construction loads and spoil bank. Submittal shall indicate minimum horizontal distance from top of trench to edge of all surcharge loads for all cases of shoring and side slopes.
  - 2. Nothing in this Section shall relieve the Contractor of the full responsibility for providing shoring, bracing sloping, or other provisions adequate for worker protection. If such plan varies from the shoring system standards established by the Construction Safety Orders, a registered civil or structural engineer shall prepare the plan. No excavation of such trench or trenches shall be commenced until said plan has been accepted by the Owner or the person to whom authority to accept such plan has been delegated.

### **3.16 ABNORMAL WEATHER CONDITIONS**

- A. The contractor shall provide a Notice of Impact and a schedule fragnet submittal to the Construction Manager for all time extension requests due to abnormal weather conditions. Should the Contractor fail to provide Notice of Impact and/or a schedule fragnet submittal for the weather event within (10) ten calendar days of the first delay day, then it is mutually agreed that the weather event has no time impact on the contract completion date and not time extension is required. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction as illustrated by schedule fragnet.
- B. A snow, rain, windstorm, high water or other natural phenomenon of the specific locality of the work, which might reasonably have been anticipated from historical records of the general locality of the work, shall not be construed as abnormal weather conditions. The contractor shall anticipate the effect of the following rainfall totals provided by the Western Regional

Climate Center during the development of the Project Schedule. No allowance for weather related contract time extensions will be considered until the following monthly totals have been surpassed and the adverse weather must have actually caused a delay in the completion of the project.

Avg. Total Precipitation (in.)/Month

JAN	4.2	JUL	0.5
FEB	3.5	AUG	0.4
MAR	2.8	SEP	0.4
APR	1.6	OCT	1.1
MAY	1.2	NOV	2.0
JUN	0.5	DEC	3.9

### **3.18 ESCROW BID DOCUMENTS**

#### **A. SCOPE**

1. The apparent low Bidder shall submit, within ten (10) days after the day of bid opening, one (1) copy of all documentary information generated in preparation of bid price for this Project. This material is hereinafter referred to as "Escrow Bid Documents." The Escrow Bid Documents of the successful Bidder will be held in escrow for the duration of the Contract. The second and third low bidders shall be prepared to submit Escrow Bid Documents upon request of the Owner.
2. The successful Bidder agrees, as a condition of award of the Contract, that the Escrow Bid Documents constitute all of the information used in preparation of the bid, and that no other bid preparation information will be considered in resolving claims.
3. Nothing in the Escrow Bid Documents shall change or modify the term or conditions of the Contract.
4. If the Bidder's proposal is based on subcontracting any part of the Work, each subcontractor, whose total subcontract price exceeds the lesser of two percent of the total contract price proposed by the Bidder, or \$10,000, shall provide separate Escrow Bid Documents to be submitted with those of the Bidder. These submittals will be examined in the same manner and at the same time as the examination for the apparent successful Bidder.

#### **B. PURPOSE**

Escrow Bid Documents will be used to assist in the negotiation for the settlement of claims. They will not be used for pre-award evaluation of the Bidder's anticipated methods of construction or to assess the Bidder's qualification for performing the work.

#### **C. OWNERSHIP AND CONFIDENTIALITY**

1. The Escrow Bid Documents are and will always remain the property of the Bidder, subject only to joint review by the Owner, the Construction Manager, and the Contractor.
2. The Owner stipulates and expressly acknowledges that the Escrow Bid Documents constitute trade secrets, and are proprietary and confidential. This acknowledgement is based on the Owner's express understanding that the information contained in the Escrow Bid Documents is not known outside the Bidder's business, is known only to a limited extent and only by a limited number of employees of the Bidder, is safeguarded while in Bidder's possession, is extremely valuable to Bidder, and could be extremely valuable to Bidder's competitors by virtue of it reflecting the bidder's contemplated techniques of construction. Owner acknowledges that the Bidder expended substantial sums of money in developing the information included in the Escrow Bid Documents and further acknowledges that it would be difficult for a competitor to replicate the information contained herein. Owner further acknowledges that the Escrow Bid Documents and the information contained herein are made available to Owner only because such action is an essential element of the Bidder's responsibility. Owner acknowledges that the Escrow Bid Documents include a compilation of information used in the Bidder's business, intended to give the Bidder an opportunity to obtain an advantage over competitors who do not know of or use the contents of the documentation.
3. Owner agrees to safeguard the Escrow Bid Documents and all information contained herein, against disclosure to the fullest extent permitted by law.

#### D. FORMAT AND CONTENTS

1. Bidders may submit Escrow Bid Documents in their usual cost-estimating format. Escrow Bid Documents shall be adequate to enable complete understanding and proper interpretation for their intended use.
2. Escrow Bid Documents shall clearly itemize the estimates costs of performing the work. Items shall be separated into sub-items as required to present a complete and detailed cost estimate and allow a detailed cost review. The Escrow Bid Documents shall include all quantity takeoffs, labor, equipment, calculations or rate of productions and progress, copies of quotations from subcontractors and suppliers, memoranda, narratives, consultant's reports, add/deduct sheets, and all other information used by the Bidder to arrive at the prices contained in the Bid Proposal. Estimated costs shall be broken down into the Bidder's usual estimate categories such as direct labor, repair labor, material, equipment, construction equipment operation, construction equipment ownership, expendable materials, materials, and subcontract cost as appropriate. Plant and equipment and indirect costs shall be detailed in the Bidder's usual format. The bidder's allocation of plant and equipment, indirect cost, contingencies, markup and other items shall be included.
3. All costs shall be identified. For items and sub-items amounting to less than \$1,000, estimated unit costs are acceptable without a detailed cost estimate, provided that labor, equipment, materials construction equipment, expendable materials and subcontracts, as applicable, are included and provided that indirect costs, contingencies, and markup, as applicable, are allocated.

4. Bidding materials provided by the Owner shall not be included in the Escrow Bid Documents unless needed to comply with the requirements of this Specification.

**E. SUBMITTAL**

1. The Escrow Bid Documents shall be submitted by the low Bidder in a sealed container. The container shall be clearly marked on the outside with the Bidder's name, date of submittal, project name, and the words "Escrow Bid Documents."
2. The Escrow Bid Documents shall be accompanied with an index to inventory the contents of the submittal and the Bid Documents Certification, signed by an individual authorized by the Bidder to execute the Bid Proposal. The following Bid Documentation Certification form shall be used:

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**BID DOCUMENTATION CERTIFICATION**

The undersigned hereby certifies that the Escrow Bid Documents contained herein constitute all the documentary information used in preparation of the bid and that I have personally examined the contents of the Escrow Bid Documents container and have found that the documents in the container are complete and organized as shown by the index.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

FIRM: \_\_\_\_\_

DATE: \_\_\_\_\_

- 
3. Prior to award, only the index to Escrow Bid Documents of the apparent successful Bidder will be examined, by representatives of the Owner. This examination is to ensure that the index is detailed and complete, and conforms to the format and contents requirements set forth herein.
  4. If all the required documentation has not been indexed in the original submittal, a revised index shall be submitted at the Owner's discretion, prior to award of the Contract.

5. If the Contract is not awarded to the apparent successful Bidder, the Bidder next to be considered for award shall, upon request of the Owner, submit Escrow Bid Documents for processing.
6. Timely submission of complete Escrow Bid Documents is an essential element of the Bidder's responsibility. Failure to provide the necessary Escrow Bid Documents may be sufficient cause of the Owner to reject the bid.
7. Escrow Bid Documents submitted by unsuccessful bidders will be returned unopened, following award of the Contract.

#### F. STORAGE

The Escrow Bid Documents will be placed in escrow, for the life of the Contract, in an institution acceptable to both the Owner and the Contractor. The cost of storage will be paid by the Owner.

#### G EXAMINATION AFTER AWARD OF CONTRACT

1. The Escrow Bid Documents shall be examined by the Owner, the Construction Manager, and the Contractor, at any time deemed necessary by either the Owner or the Contractor, to assist in the negotiation for the settlement of claims.
2. Examination of the Escrow Bid Documents is subject to the following conditions:
  - a. As trade secrets, the Escrow Bid Documents are proprietary and confidential.
  - b. The Owner and the Contractor shall each designate, in writing to the other party and a minimum of five days prior to examination, representatives who are authorized to examine the Escrow Bid Documents. No other person shall have access to the Escrow Bid Documents.
  - c. Access to the Escrow Bid Documents will take place only in the presence of duly designated representatives of both the Owner and the Contractor.

#### H. FINAL DISPOSITION

1. The Escrow Bid Documents will be returned to the Contractor at such time as the contract has been completed and final settlement has been achieved.

**End Section 00 73 00**



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SECTION 01 10 00 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Work by Owner.
4. Work under separate contracts.
5. Owner-furnished, Contractor-installed products.
6. Owner-furnished, Owner-installed products.
7. Access to site.
8. Coordination with occupants.
9. Work restrictions.
10. Specification and drawing conventions.
11. Miscellaneous provisions
12. Sequence of Construction Constraints

- B. Related Requirements: Section 01 50 00 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 PROJECT INFORMATION

- A. Project Identification: Mono County Jail
- B. Owner: County of Mono Department of Public Works  
PO Box 457  
Bridgeport, CA 93517
- C. Architect: Lionakis  
2025 Nineteenth Street  
Sacramento, CA 95818  
Project Manager: Maynard Feist  
Project Architect: Mike Davey
- D. Construction Manager: Kitchell CEM  
2750 Gateway Oaks, Suite 300  
Sacramento, CA 95833  
Project Manager: Jim Anderson

1. Construction Manager has been engaged for this Project to serve as an advisor to Owner and to provide assistance in administering the Contract for Construction between Owner

and Contractor, according to a separate contract between Owner and Construction Manager.

#### 1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. This project will construct a new stand-alone jail facility on county-owned land in Bridgeport, CA. The new jail will replace the existing jail located in downtown Bridgeport and will include housing, intake/release, and support space. Housing will consist of approximately 50 beds in multiple housing units, each with a dayroom. There will also be an outdoor recreation space. The housing area will be controlled by an adjacent central control station. Housing support will consist of program space, medical and mental health, kitchen, and laundry facilities. Staff and public support spaces include an intake area that includes in-custody holding, in-person visitation, family visitation, an isolation room, safety cell, interview space, a public lobby, video visitation, administration, a vehicle sallyport, parking space, mechanical space, electrical space, and storage. The project will also include, but is not limited to, utilities; electrical; plumbing; mechanical; heating, ventilation, and air conditioning; communications; fencing; security and fire protection systems; as well as minor landscaping and pavement for building access.
- B. Upon completion the building will consist of a single-story masonry structure that will include two 10 bed dormitory rooms, two 11 bed high security dayrooms, one 4 bed dormitory room, Ad-Seg and Isolation rooms. The building will have a vehicle sallyport connected to Inmate processing, Administration areas and industrial kitchen. The building will be approximately 21,758 square feet and located adjacent to the existing County occupied buildings on County-owned land east of Twins Lake Road in Bridgeport, CA. This project site is located at 221 Twin Lakes Road, Bridgeport, CA 93517.
- C. Project includes all work shown on the Contract specifications and drawings, work includes, but is not limited to: temporary facilities, site preparation, demolition, on-site utilities, concrete, steel, masonry, metals, casework, thermal moisture protection, doors and windows, hardware, finishes, equipment, specialties, Mechanical, Plumbing, Electrical, fire suppression, fire alarm, CCTV surveillance, telecommunications and direct digital control system.
- D. This is a Type II facility as described in the California Administrative Code, Chapter 13.
  - 1. The Mono County Jail building is a masonry structure with 8" and 12" insulated block.
  - 2. The housing areas will contain housing cells that are composed of reinforced masonry
- E. Type of Contract: Project will be constructed under a single prime contract.

#### 1.5 WORK BY OWNER/ADJACENT USE BY OWNER

- A. General: Cooperate fully with Owner so work may be carried out smoothly, without interfering with or delaying work under this Contract or work by the Owner. Coordinate the Work of this Contract with work performed by Owner.
- B. Adjacent buildings to the project will be in use by the Owner and the public during the project. Minor work may occur on those adjacent sites during the project.

1.6 OWNER-FURNISHED PRODUCTS

- A. Owner will furnish products indicated. The Work includes receiving, unloading, handling, storing, protecting, and installing Owner-furnished products and making building services connections.
- B. Owner-Furnished, Owner-Installed Products:
  - 1. Live scan
  - 2. ATM machine in lobby
  - 3. Laundry Carts
  - 4. French fry cutter
  - 5. Tray delivery cart
  - 6. Pay phones in Dayrooms
  - 7. Mobile computer cart
  - 8. Large Televisions, Medium Television
  - 9. Sharps receptacle
  - 10. Mayo Instrument Stands
  - 11. Biohazard Waste Receptacles
  - 12. Exam Stools, Exam Chairs, Exam Tables
  - 13. Appliances: Refrigerators-Large, Under-Counter Refrigerator
  - 14. Waste and Recycle Receptacles, trash container
  - 15. Diagnostic set
  - 16. Portable exam light

1.7 ACCESS TO SITE

- A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- B. Use of Site: Limit use of Project site to the area where work on the building addition will be proceeding. Do not disturb portions of Project site beyond areas in which the Work is indicated, or as may be further defined by the Owner.
- C. Condition of Existing Buildings: Maintain portions of existing buildings affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

1.8 COORDINATION WITH OCCUPANTS

- A. Owner Occupancy: Owner will occupy site and existing adjacent building during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.
  - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
  - 2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.
- B. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Notice of Completion of the Work, provided such occupancy does not interfere with completion of the Work.

Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.

#### 1.9 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
  - 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
  - 1. Notify Architect, Construction Manager and Owner not less than three days in advance of proposed utility interruptions.
  - 2. Obtain Owner's written permission before proceeding with utility interruptions.
  - 3. Contractor's impairment coordinator shall keep permanent records of systems out of service.
  - 4. See Article 1.10.B for additional instructions.
- C. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
  - 1. Notify Architect, Construction Manager and Owner not less than two days in advance of proposed disruptive operations.
  - 2. Obtain Owner's written permission before proceeding with disruptive operations.
- D. Nonsmoking Building: Smoking is not permitted within the building or within 25 feet of entrances, operable windows, or outdoor-air intakes.
- E. Controlled Substances: Use of tobacco products and other controlled substances within the existing building is not permitted.
- F. Workforce Tracking: Contractor shall be required to track all jobsite personnel and provide a list on an as needed basis to the Owner. Information shall include Name, Company and Drivers License number.
- G. Contractor shall provide a alcohol and drug free project site.

Contractor shall provide designated smoking areas at least 20 feet from openings to existing buildings.
- H. Do not unreasonably encumber site with materials and equipment. Contractor must schedule delivery of materials, furniture, equipment etc. so that installation of each can occur within (1) week of delivery.
- I. All materials delivered to the site shall be received by the Contractor and inspected by the Contractor. It is not the responsibility of the County, or its representatives, to receive or accept materials for the Contractor. The Contractor shall notify his vendors and subcontractors of the site location. Mono County and its representatives shall not be held responsible for any damage to materials otherwise delivered.

- J. Mono County will designate spaces and routes for the storage of materials and the ingress and egress of workers and equipment to the project site. Materials and equipment shall be kept strictly within these limits. During construction, entrances and access to adjacent facilities shall at all times be kept clean and clear of materials, equipment, refuse, etc.
- K. Assume full responsibility for protection and safekeeping of products stored on premises.
- L. Move any stored products or equipment which interferes with operations of the existing facility or other Contractors in a timely manner.
- M. Obtain and pay for use of additional storage, work areas or parking needed for operations and employees.
- N. Provide a secure temporary chain link fence with a top and bottom rail, 6' high, without barbed wire around open trenches to prevent public access.
- O. Excess excavated earth shall be removed from the site.

#### 1.10 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
  - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
  - 2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.

#### 1.11 MISCELLANEOUS PROVISIONS

- A. Construction operations for this project will be located within and adjacent to a existing operating facilities. The Contractor must use the utmost care in notifying the Construction Manager of operations that could affect the ongoing operations of the facility.
  - 1. The Contractor must comply with all rules and regulations set forth by the Mono County which is published as part of bid documents.
  - 2. The Contractor must produce a schedule with the least impact to the daily operation of the existing facilities for Owner's review and written acceptance.

- B. In consideration of the full-time occupancy of the existing facilities, disturbances to existing utility services shall be kept to a minimum.
1. Fire water may be shut off for no more than eight hours per occurrence. Notify Mono County Fire Department and State Fire Marshal representative of shutoff no less than 24 hours in advance. While fire line is inoperative, post a fire watch.
  2. If the fire loop is to be interrupted and capped during the course of construction, GC shall perform water pressure test after capping the loop. Provide documentation to Owner and Mono County Fire Department and State Fire Marshal representative showing that 2,250 GPM minimum is available to the existing building.
  3. Gas service may be shut off for no more than four hours per occurrence, and may only be shut off between the hours of 11:30 PM and 3:30 AM.
  4. Provide no less than 24 hours' notice to Mono County Fire Department and State Fire Marshal representative before demolition of portion of existing fire road. Fire road is to be completed and returned to service per State Fire Marshal requirements prior to commencing building construction. The fire road shall not be used for parking or storage.
  5. Fire alarm system may be shut off for no more than eight hours per occurrence. Notify Mono County Department and State Fire Marshal representative of shutoff no less than 24 hours in advance. While fire alarm is inoperative, post a fire watch.
  6. During all interruptions in service, all fire hydrants, FDC's, PIV's, and other components of fire water and fire alarm systems shall be tagged and/or bagged as out of service.
- C. Site Security: The Contractor shall have sole responsibility for jobsite security.
1. During Work Hours: Protect the work from theft, vandalism, and unauthorized entry.
  2. During Off-work Hours: During all hours that Work is not being prosecuted, furnish such watchman's services as Contractor may consider necessary to safeguard materials and equipment in storage on the Project site, including Work in place and in process of fabrication, against theft, acts of malicious mischief, vandalism, and other losses or damages. Contractor is directly responsible for the protection and security of the site and all material, equipment and in-place construction.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 10 00

DRAFT





OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** February 18, 2025

**Departments:** District Attorney

**TIME REQUIRED**

**SUBJECT** Budget Adjustment for District  
Attorney TruNarc Joint Purchase

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

A budget adjustment is needed to purchase a hand-held narcotics analyzer/identifier. This purchase will facilitate the efficient and safe testing of narcotics, including methamphetamine, in the field. This is a joint agency purchase recently agreed to by Mono County and the Town of Mammoth Lakes and requires an budget adjustment for purchase.

### RECOMMENDED ACTION:

Approve FY 2024-25 budget adjustment as requested or amended (requires 4/5ths approval).

### FISCAL IMPACT:

This purchase will be made using our California Multijurisdictional Methamphetamine Enforcement Team (CaIMMET) fund. There is no cost to the General Fund.

**CONTACT NAME:** Elizabeth Pelichowski

**PHONE/EMAIL:** 760-932-5554 / epelichowski@mono.ca.gov

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

☒ YES ☐ NO

### ATTACHMENTS:

Click to download
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">Appropriation Transfer Request - DA for TruNarc</a>

### History

Time

2/11/2025 3:49 PM

Who

County Counsel

Approval

Yes

2/11/2025 1:27 PM

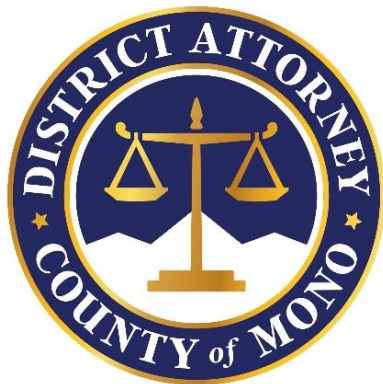
Finance

Yes

2/11/2025 6:59 PM

County Administrative Office

Yes



# OFFICE OF THE DISTRICT ATTORNEY COUNTY OF MONO

**DAVID ANDERSON**  
**District Attorney**

---

To: Board of Supervisors

From: Mono County District Attorney's Office

Date: 2/18/2025

Re: Budget Adjustment FY 24/25

**Discussion:**

This item is a request for an appropriation increase in budget unit 106. This appropriation increase is needed for the joint purchase of a TruNarc device, the cost of which is to be split with the Mammoth Lakes Police Department and Mono County Sheriff's Office. The device is a hand-held narcotics analyzer/identifier and will facilitate the efficient and safe testing of narcotics, including methamphetamine, in the field. Our portion of the purchase will utilize funds from our California Multijurisdictional Methamphetamine Enforcement Team (CalMMET) budget. Funds to cover our portion of the purchase are available through existing fund balance, as well as expected revenue for the current fiscal year. There will be no impact to the general fund.

**Attachment:**

Attachment A – Signed Appropriation Transfer Request indicating Board approval is required.

## COUNTY OF MONO

# APPROPRIATION TRANSFER REQUEST

<b>Department:</b>	District Attorney	<b>Fiscal Year:</b>	24/25
<b>Budget Unit:</b>	CalMMET - Fund 106	<b>Date:</b>	2/3/2025
<b>Prepared by:</b>	Elizabeth Pelichowski	<b>Phone:</b>	760-932-5550

## Revenue adjustment

[illegible]

### Expense adjustment

[illegible]

<b>Total (If greater than \$0 explain on page 2)</b>	<b>\$21,000.00</b>
--	--------------------

# COUNTY OF MONO

## APPROPRIATION TRANSFER REQUEST

### Explanation

Please address the following for the Budget adjustment requested: (Attach memo if necessary)

#### 1 - Why is there a need for the requested Budget adjustment? What has changed since budget adoption?

Our office will be jointly purchasing a TruNarc device with MLPD and MCSO using funds from our California Multijurisdictional Methamphetamine Enforcement Team (CalMMET) fund. The device is a hand-held narcotics analyzer/identifier and will facilitate the efficient and safe testing of narcotics, including methamphetamine, in the field. The decision by all involved agencies to purchase this device was made early in 2025; therefore, we were not aware of this purchase at the time of budget development. There will be no additional cost to the general fund.

#### 2 - Why are funds available for the budget adjustment? If total is not zero explain where funds are coming from and make a statement of current fund balance before adjustment.

Funds are available for the budget adjustment through fund balance in the CalMMET budget unit. Anticipated revenues for FY 24/25 should cover the cost of the purchase, and if not, existing fund balance from prior years will be enough to cover the purchase.

#### 3 - Is this a non-recurring event or should this be reflected in next years budget?

Non-recurring

### Budget Request detail


☐ Board Approval not required

☒ Board Approval required

☐ Request for Contingency

1. Department Head - Signature

2. Budget Officer - Signature

  
David Anderson (Feb 3, 2025 10:53 PST)

Megan Chapman

3. Finance Director - Signature

4. CAO - Signature

Janet Dutcher

Sandra Moberly



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** February 18, 2025

**Departments:** CAO; County Counsel

**TIME REQUIRED**

**SUBJECT** Ordinance Adding Section 2.64.040  
Providing for County Observance of  
Federally Designated Holidays

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

Proposed ordinance adding section 2.64.040 to the Mono County Code of Ordinances providing for county observance of federally designated holidays.

### RECOMMENDED ACTION:

Adopt proposed ordinance.

### FISCAL IMPACT:

None.

**CONTACT NAME:** Emily Fox

**PHONE/EMAIL:** 760-924-1712 / efox@mono.ca.gov

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

☒ YES ☐ NO

### ATTACHMENTS:

Click to download
<a href="#">Staff Report</a>
<a href="#">Ordinance</a>

#### History

Time	Who	Approval
2/10/2025 4:09 PM	County Counsel	Yes
2/11/2025 9:01 AM	Finance	Yes

2/11/2025 12:59 PM

County Administrative Office

Yes



**COUNTY ADMINISTRATIVE OFFICER  
COUNTY OF MONO**

Sandra Moberly, MPA, AICP

**ASSISTANT COUNTY ADMINISTRATIVE OFFICER**

Christine Bouchard

**BOARD OF SUPERVISORS**

**CHAIR**

Lynda Salcido / District 5

**VICE CHAIR**

Jennifer Kreitz / District 1

Rhonda Duggan / District 2

Paul McFarland / District 3

John Peters / District 4

**COUNTY DEPARTMENTS**

**ASSESSOR**

Hon. Barry Beck

**DISTRICT ATTORNEY**

Hon. David Anderson

**SHERIFF / CORONER**

Hon. Ingrid Braun

**BEHAVIORAL HEALTH**

Robin Roberts

**COMMUNITY DEVELOPMENT**

Wendy Sugimura

**COUNTY CLERK-RECORDER**

Queenie Barnard

**COUNTY COUNSEL**

Chris Beck

**ECONOMIC DEVELOPMENT**

Liz Grans

**EMERGENCY MEDICAL**

SERVICES

Bryan Bullock

**FINANCE**

Janet Dutcher, DPA, MPA,

CGFM, CPA

**HEALTH AND HUMAN**

SERVICES

Kathryn Peterson

**INFORMATION**

TECHNOLOGY

Mike Martinez

**PROBATION**

Karin Humiston

**PUBLIC WORKS**

Paul Roten

To: Board of Supervisors

From: Sandra Moberly

Date: February 18, 2025

Re: Ordinance Providing for County Observance of Federally  
Designated Holidays

**Strategic Plan Focus Area(s) Met**

☐ A Thriving Economy ☐ Safe and Healthy Communities ☐ Mandated Function

☐ Sustainable Public Lands ☐ Workforce & Operational Excellence

**Discussion**

At the January 7, 2025 meeting of the Board of Supervisors, the Board took up an emergency agenda item to consider whether the County would observe the recently federally-designated holiday on January 9, 2025 as a day of mourning for recently deceased former President Jimmy Carter. At that time, the Board directed staff to bring back an ordinance that would specify that when the Federal Government designates a holiday, such as an official day of mourning, that County administrative offices would also close.

The ordinance before the Board today for adoption directs the County to close its offices whenever the Federal Government designates a holiday that will also close federal offices. The ordinance was introduced and first read at the February 11 meeting.





ORD25-\_\_

**AN ORDINANCE OF THE MONO COUNTY  
BOARD OF SUPERVISORS PROVIDING FOR THE OBSERVANCE OF FEDERALLY  
DESIGNATED HOLIDAYS**

**WHEREAS**, from time to time the Federal Government may declare a holiday during which all federal administrative offices are closed; and

**WHEREAS**, often, many other state and county administrative offices close in observance of those same federally declared holidays.

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

**SECTION ONE:** Section 2.64.040 is hereby added to the Mono County Code of Ordinances, and shall read as follows:

2.64.040 – Provision for Federally Designated Holidays

If the Federal Government designates a holiday during which federal offices are closed, the County shall observe that designated holiday and shall also close its administrative offices.

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

**PASSED, APPROVED and ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2025, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Lynda Salcido, Chair

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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** February 18, 2025

**Departments:** Human Resources

**TIME REQUIRED**

**SUBJECT** Approve Resolution Amending the  
Allocation List

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

Amendments to the allocation list.

### RECOMMENDED ACTION:

Adopt proposed resolution. Provide any desired direction to staff.

### FISCAL IMPACT:

None.

**CONTACT NAME:** Christine Bouchard

**PHONE/EMAIL:** 7609325414 / cbouchard@mono.ca.gov

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

☐ YES ☒ NO

### ATTACHMENTS:

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[Staff Report](#)

[Resolution](#)

### History

Time	Who	Approval
2/13/2025 11:07 AM	County Counsel	Yes
2/13/2025 12:12 PM	Finance	Yes
2/13/2025 12:54 PM	County Administrative Office	Yes



**COUNTY ADMINISTRATIVE OFFICER  
COUNTY OF MONO**

Sandra Moberly, MPA, AICP

**ASSISTANT COUNTY ADMINISTRATIVE OFFICER**

Christine Bouchard

**BOARD OF SUPERVISORS**

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Hon. Ingrid Braun

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CGFM, CPA

**HEALTH AND HUMAN**

SERVICES

Kathryn Peterson

**INFORMATION**

TECHNOLOGY

Mike Martinez

**PROBATION**

Karin Humiston

**PUBLIC WORKS**

Paul Roten

To: Mono County Board of Supervisors

From: Christine Bouchard, Assistant County Administrative Officer

Date: February 18, 2025

Re: Approve amendments to the allocation list

**Strategic Plan Focus Area(s) Met**

☒ A Thriving Economy ☐ Safe and Healthy Communities ☐ Mandated Function

☐ Sustainable Public Lands ☒ Workforce & Operational Excellence

**Discussion**

On February 11, 2025, the Board approved the reclassification of two Deputy Probation Officer V's to Chief Deputy Probation Officers. In addition, on January 7, 2025, the Board approved additional allocation changes for the Behavior Health Department, however the resolution represented there were a total of four Staff Services Analysts I/II/III. The actual total should have stated five allocated positions. This resolution reflects these changes.



R25-\_\_

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS AUTHORIZING THE COUNTY ADMINISTRATIVE  
OFFICER TO AMEND THE COUNTY OF MONO LIST OF ALLOCATED POSITIONS  
IN THE DEPARTMENT OF HUMAN RESOURCES**

**WHEREAS**, the County of Mono maintains a list of County job classifications, the pay ranges or rates for those job classifications, and the number of positions allocated by the Board of Supervisors for each of those job classifications on its List of Allocated Positions (or "Allocation List"); and

**WHEREAS**, the Allocation List identifies approved vacancies for recruitment and selection by Human Resources and implements collective bargaining agreements related to job classifications and pay rates; and

**WHEREAS**, the County seeks to provide public services in the most efficient and economical manner possible, which at times requires the modification of the job classifications on the Allocation List; and

**WHEREAS**, it is currently necessary to amend the Allocation List as part of maintaining proper accounting for hiring employees to perform public services;

**NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES** that the County Administrative Officer is authorized to amend the County of Mono List of Allocated Positions to reflect the following changes:

Add the allocation of two full-time permanent Chief Deputy Probation Officers salary range At-Will 120 (new total: Two) in the Probation Office,

Add the allocation of two full-time permanent Staff Services Analyst I/II/III salary range MCPE 66,70,74 (new total: Five) in Behavioral Health,

Eliminate the allocation of two full-time Deputy Probation Officer V, salary range MCPOA 69 (New total: Zero) in Probation,

//

//

**PASSED, APPROVED and ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025,  
by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Lynda Salcido, 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** February 18, 2025

**Departments: Finance**

**TIME REQUIRED**

**SUBJECT** Quarterly Investment Report

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

Investment Report for the Quarter Ended December 31, 2024.

### RECOMMENDED ACTION:

Approve the Investment Report for the Quarter ended December 31, 2024.

### FISCAL IMPACT:

None.

**CONTACT NAME:** Janet Dutcher

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

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

☒ YES ☐ NO

### ATTACHMENTS:

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[Quarterly Investment Report - Ending December 31, 2024](#)

### History

Time	Who	Approval
2/13/2025 11:07 AM	County Counsel	Yes
2/13/2025 9:07 AM	Finance	Yes
2/13/2025 12:55 PM	County Administrative Office	Yes



# DEPARTMENT OF FINANCE

## COUNTY OF MONO

---

VACANT  
Assistant Finance Director  
Treasurer-Tax Collector

Janet Dutcher, DPA, MPA, CPA, CGFM  
Finance Director

Kimberly Bunn  
Assistant Finance Director  
Auditor-Controller

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

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

**Date:** February 6, 2024  
**To:** Honorable Board of Supervisors  
Treasury Oversight Committee  
Treasury Pool Participants  
**From:** Janet Dutcher, Finance Director  
**Subject:** Quarterly Investment Report

The Treasury Pool investment report for the quarter ended December 31, 2024 is attached pursuant to Government Code §53646(b) and includes the following reports:

- **Portfolio Holdings by Security Sector** - includes, among other information, the type of investment, issuer, date of maturity, par value, dollar amount invested in all securities and market value as calculated by Union Bank, in accordance with Government Code §53646(b)(1).
- **Distribution by Asset Category – Market Value** – Provides a graphic to make it easy to see the asset allocation by type of security.
- **Distribution by Maturity Range – Face Value** – Provides a bar graph to see the maturities of the various investments and gives the reader a sense of the liquidity of the portfolio.
- **Treasury Cash Balances as of the Last Day of the Most Recent 14 Months** – Shows growth in the current mix of cash and investments when compared to prior months and particularly the same time last year. Additionally, the section at the bottom shows maturity by month for all non-same day investments.
- **Mono County Treasury Pool Quarterly Yield Comparison** – Shows, at a glance, the county pool performance in comparison to two-year US Treasuries and the California Local Agency Investment Fund (LAIF).
- **Mono County Treasury Pool Participants** – Provides a graphic to make it easy to see the types of pool participants.



The County also has monetary assets held outside the County Treasury including:

- The Sheriff's Department has two accounts: The Civil Trust Account and the Sheriff's Revolving Fund. The balances in these accounts as of December 31, 2024 were \$31,782 and \$3,575 respectively.
- Mono County's PAPEBT (Public Agencies Post-Employment Benefits Trust) fund with PARS had a balance of \$31,536,097 as of December 31, 2024. This is a trust for the purpose of pre-funding both pension obligations and/or other post-employment benefits.

The Treasury was in compliance with the Mono County Investment Policy on December 31, 2024.

Weighted Average Maturity (WAM) as of December 31, 2024 was 515 days.

It is anticipated that the County Treasury will be able to meet the liquidity requirements of its pooled participants for the next six months.

The investments are presented at fair market value in accordance with Government Accounting Standards Board (GASB) Statement No. 31, Accounting and Financial Reporting for Certain Investments and for External Pools. On the last day of the quarter, on a book basis, the portfolio totaled \$212,034,013 and the market value was \$210,148,212 (calculated by US Bank) or 99.11% of book value. Market value does not include accrued interest, which was \$835,819 on the last day of the quarter.

Investment Pool earnings are as shown below:

Quarter Ending	3/31/2024	6/30/2024	9/30/2024	12/31/2024
Average Daily Balance	201,903,669	204,031,705	175,166,469	189,088,716
Earned Interest (including accruals)	1,721,801	1,837,212	1,536,571	1,663,152
Earned Interest Rate	3.4299%	3.6216%	3.4898%	3.4991%
Number of Days in Quarter	91	91	92	92
Interest Received (net of amortized costs)	1,763,263	1,729,783	1,640,462	1,531,169
Administration Costs	\$22,680	\$12,360	\$13,160	\$15,423
Net Interest for Apportionment	\$1,740,583	\$1,717,423	\$1,627,302	\$1,515,745



# Mono County

## Portfolio Holdings by Security Sector

### As of December 31, 2024

Description	CUSIP/Ticker	Settlement Date	Book Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating 1	Accrued Interest	% of Portfolio
<b>Cash</b>												
Oak Valley Bank Cash	OAKVALLEY0670	2/28/2009	6,901,630.55	6,901,630.55	6,901,630.55	4.530	4.530	N/A	1	None		3.24
TTC Drawer Cash	CASH	10/12/2022	400.00	400.00	400.00	0.000	0.000	N/A	1	None		0.00
<b>Sub Total / Average Cash</b>			<b>6,902,030.55</b>	<b>6,902,030.55</b>	<b>6,902,030.55</b>	<b>4.530</b>	<b>4.530</b>		<b>1</b>		<b>0.00</b>	<b>3.24</b>
<b>Local Government Investment Pools</b>												
California Asset Management Program LGIP	CAMP60481	8/3/2017	53,882,748.72	53,882,748.72	53,882,748.72	4.730	4.730	N/A	1	None		25.28
Local Agency Investment Fund LGIP	LAIF6000Q	7/1/2014	20,616,877.95	20,616,877.95	20,616,877.95	4.434	4.434	N/A	1	NR		9.67
<b>Sub Total / Average Local Government Investment Pools</b>			<b>74,499,626.67</b>	<b>74,499,626.67</b>	<b>74,499,626.67</b>	<b>4.648</b>	<b>4.648</b>		<b>1</b>		<b>0.00</b>	<b>34.96</b>
<b>Money Market Mutual Funds</b>												
First American Gov Fund MM	31846V203	3/14/2023	7,000,000.00	7,000,000.00	7,000,000.00	4.170	4.170	N/A	1	Moody's-Aaa		3.28
<b>Sub Total / Average Money Market Mutual Funds</b>			<b>7,000,000.00</b>	<b>7,000,000.00</b>	<b>7,000,000.00</b>	<b>4.170</b>	<b>4.170</b>		<b>1</b>		<b>0.00</b>	<b>3.28</b>
<b>CD Negotiable</b>												
1ST Financial Bank, USA 3.3 8/2/2027	32022RSG3	8/2/2022	249,000.00	249,000.00	244,687.32	3.300	3.300	8/2/2027	944	None	675.37	0.12
A+ Federal Credit Union 4.55 4/28/2028	00224TAP1	4/28/2023	249,000.00	249,000.00	253,228.02	4.550	4.550	4/28/2028	1,214	None	93.12	0.12
Alaska USA Federal Credit Union 4.7 3/8/2027	011852AD2	3/8/2023	249,000.00	249,000.00	252,558.21	4.700	4.700	3/8/2027	797	None	737.45	0.12
All In FCU 4.4 12/20/2027	01664MAB2	12/20/2022	249,000.00	249,000.00	251,753.94	4.400	4.400	12/20/2027	1,084	None	330.18	0.12
Alliant Credit Union 5 12/30/2027	01882MAC6	12/30/2022	248,000.00	248,000.00	254,966.32	5.000	5.000	12/30/2027	1,094	None	33.97	0.12
Altaone Federal Credit Union 3.85 9/13/2029	02157RAC1	9/13/2024	249,000.00	249,000.00	247,374.03	3.850	3.850	9/13/2029	1,717	None	787.93	0.12
American Express National Bank 3 5/4/2027	02589ACK6	5/4/2022	246,000.00	246,000.00	240,472.38	3.000	3.000	5/4/2027	854	None	1,152.49	0.12
American First Credit Union 4.25 4/27/2028	02616ABY4	4/27/2023	249,000.00	249,000.00	250,904.85	4.250	4.250	4/27/2028	1,213	None	115.97	0.12
Austin Telco FCU 1.8 2/28/2025	052392AA5	2/28/2020	249,000.00	249,000.00	247,874.52	1.800	1.800	2/28/2025	59	None	368.38	0.12
AXOS Bank 1.65 3/26/2025	05465DAE8	3/26/2020	249,000.00	249,000.00	247,423.83	1.650	1.650	3/26/2025	85	None	56.28	0.12
Bank of the Valley NE 4.1 9/30/2027	06543PDA0	9/30/2022	249,000.00	249,000.00	249,597.60	4.100	4.100	9/30/2027	1,003	None	27.97	0.12
Bank of Utah 4.25 5/10/2028	065427AC0	5/10/2023	249,000.00	249,000.00	250,924.77	4.250	4.250	5/10/2028	1,226	None	608.86	0.12
Baxter Federal Credit Union 5 11/30/2026	07181JAV6	11/28/2022	248,000.00	248,000.00	252,464.00	5.000	5.000	11/30/2026	699	None	101.92	0.12
Beal Bank USA 1.9 2/17/2027	07371CE88	2/23/2022	247,000.00	247,000.00	236,425.93	1.900	1.900	2/17/2027	778	None	1,671.48	0.12
Beal Bank, a Texas State Bank 1.9 2/17/2027	07371AYE7	2/23/2022	247,000.00	247,000.00	236,425.93	1.900	1.900	2/17/2027	778	None	1,671.48	0.12
Belmont Bank & Trust Co 4.2 12/9/2027	08016PEL9	12/9/2022	248,000.00	248,000.00	249,339.20	4.200	4.200	12/9/2027	1,073	None	627.81	0.12
Blue Ridge Bank 4.2 2/28/2028	09582YAF9	2/28/2023	244,000.00	244,000.00	245,312.72	4.200	4.200	2/28/2028	1,154	None	3,509.59	0.11
BMO Harris Bank NA 4.5 5/16/2028	05600XQE3	5/16/2023	244,000.00	244,000.00	247,779.56	4.500	4.500	5/16/2028	1,232	None	1,353.70	0.11
BMW Bank North America 4.35 3/3/2028	05580AW34	3/3/2023	244,000.00	244,000.00	246,479.04	4.350	4.350	3/3/2028	1,158	None	3,460.45	0.11
Capital One NA 2.8 4/20/2027	14042RQS3	4/20/2022	246,000.00	246,000.00	239,466.24	2.800	2.800	4/20/2027	840	None	1,358.73	0.12
Carter Bank & Trust 3.8 9/13/2029	146102BB3	9/13/2024	249,000.00	249,000.00	246,841.17	3.800	3.800	9/13/2029	1,717	None	466.62	0.12
Carter Federal Credit Union 0.75 4/27/2026	14622LAA0	4/27/2023	235,100.80	248,000.00	237,990.72	0.750	5.004	4/27/2026	482	None	20.38	0.12
CBC Federal Credit Union 4.65 5/14/2029	12481GAZ0	5/14/2024	249,000.00	249,000.00	255,449.10	4.650	4.650	5/14/2029	1,595	None	539.27	0.12
Celtic Bank 1.35 4/2/2025	15118RUR6	4/2/2020	249,000.00	249,000.00	247,130.01	1.350	1.350	4/2/2025	92	None	267.08	0.12
Centerstate Bank 1 4/30/2025	15201QDK0	5/13/2020	248,000.00	248,000.00	245,338.96	1.000	1.000	4/30/2025	120	None	421.26	0.12
CIBC Bank 4.45 4/13/2028	12547CAX6	4/14/2023	244,000.00	244,000.00	247,355.00	4.450	4.450	4/13/2028	1,199	None	2,320.34	0.11
City National Bank of Metropolis 1.65 2/14/2025	17801GBX6	2/14/2020	249,000.00	249,000.00	248,185.77	1.650	1.650	2/14/2025	45	None	191.35	0.12
Community Commerce Bank 3.3 8/10/2027	20367GBH1	8/10/2022	249,000.00	249,000.00	244,630.05	3.300	3.300	8/10/2027	952	None	472.76	0.12
Consumers Federal Credit Union 4.55 6/12/2029	21056RAC3	6/12/2024	249,000.00	249,000.00	254,542.74	4.550	4.550	6/12/2029	1,624	None	931.19	0.12
County Schools FCU 4.4 9/30/2027	22258JAB7	9/30/2022	249,000.00	249,000.00	251,537.31	4.400	4.400	9/30/2027	1,003	None	30.02	0.12
Credit Union of Texas 4.4 12/9/2027	22551KAU6	12/9/2022	249,000.00	249,000.00	251,731.53	4.400	4.400	12/9/2027	1,073	None	900.49	0.12



# Mono County

## Portfolio Holdings by Security Sector

### As of December 31, 2024

Description	CUSIP/Ticker	Settlement Date	Book Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating 1	Accrued Interest	% of Portfolio
Customers Bank 4.7 6/11/2029	23204HPL6	6/11/2024	244,000.00	244,000.00	250,832.00	4.700	4.700	6/11/2029	1,623	None	628.38	0.11
Delta National Bank and Trust 0.55 7/21/2025	24773RBW4	7/31/2020	249,000.00	249,000.00	244,074.78	0.550	0.550	7/21/2025	202	None	574.06	0.12
Department of Commerce FCU 5 11/30/2027	24951TAW5	11/30/2022	248,000.00	248,000.00	254,775.36	5.000	5.000	11/30/2027	1,064	None	33.97	0.12
Discover Bank 3.2 5/19/2027	254673D94	5/19/2022	246,000.00	246,000.00	241,510.50	3.200	3.200	5/19/2027	869	None	927.39	0.12
Dort Financial Credit Union 4.5 12/16/2027	25844MAK4	12/16/2022	247,000.00	247,000.00	250,411.07	4.500	4.500	12/16/2027	1,080	None	2,771.14	0.12
Eaglemark Savings Bank 2 3/2/2027	27004PCM3	3/2/2022	247,000.00	247,000.00	236,759.38	2.000	2.000	3/2/2027	791	None	1,624.11	0.12
Empower Federal Credit Union 4.6 5/24/2029	291916AL8	5/24/2024	249,000.00	249,000.00	254,998.41	4.600	4.600	5/24/2029	1,605	None	659.00	0.12
Enterprise Bank 4.35 3/3/2028	29367RMJ2	3/3/2023	244,000.00	244,000.00	246,479.04	4.350	4.350	3/3/2028	1,158	None	3,460.45	0.11
Essential Credit Union 4.35 7/30/2029	29669XAX6	7/30/2024	249,000.00	249,000.00	252,612.99	4.350	4.350	7/30/2029	1,672	None	29.68	0.12
First Financial 4.45 2/8/2028	32024DAC0	2/8/2023	249,000.00	249,000.00	252,237.00	4.450	4.450	2/8/2028	1,134	None	0.00	0.12
First Foundation Bank 4.7 11/4/2027	32026UYA8	11/4/2022	244,000.00	244,000.00	248,492.04	4.700	4.700	11/4/2027	1,038	None	1,790.89	0.11
First Jackson Bank 1.05 3/27/2025	32063KAV4	3/27/2020	248,943.01	249,000.00	247,050.33	1.050	1.150	3/27/2025	86	None	28.65	0.12
First National Bank of Michigan 1.65 2/14/2025	32114VBT3	2/14/2020	249,000.00	249,000.00	248,185.77	1.650	1.650	2/14/2025	45	None	191.35	0.12
First Technology Federal Credit Union 3.85 10/23/2	33715LFV7	10/23/2024	249,000.00	249,000.00	247,339.17	3.850	3.850	10/23/2029	1,757	None	210.12	0.12
Flagstar Bank FSB 0.6 7/22/2025	33847E3W5	7/22/2020	249,000.00	249,000.00	244,117.11	0.600	0.600	7/22/2025	203	None	663.09	0.12
Goldman Sachs Bank USA 0.85 7/28/2026	38149MWX7	7/28/2021	248,000.00	248,000.00	235,934.80	0.850	0.850	7/28/2026	574	None	900.95	0.12
Haddon Savings Bank 0.35 10/20/2025	404730DA8	11/12/2020	248,704.19	249,000.00	241,624.62	0.350	0.486	10/20/2025	293	None	174.30	0.12
HealthcareSystemsFCU 4.35 1/31/2028	42228LAL5	1/31/2023	249,000.00	249,000.00	251,524.86	4.350	4.350	1/31/2028	1,126	None	0.00	0.12
Ideal Credit Union 4.5 12/29/2027	45157PAZ3	12/29/2022	249,000.00	249,000.00	252,500.94	4.500	4.500	12/29/2027	1,093	None	920.96	0.12
Inspire Federal Credit Union 1.15 3/18/2025	457731AK3	3/18/2020	249,000.00	249,000.00	247,304.31	1.150	1.150	3/18/2025	77	None	101.99	0.12
Institution for Savings in Newburyport 0.85 7/29/2	45780PAX3	7/29/2021	249,000.00	249,000.00	236,786.55	0.850	0.850	7/29/2026	575	None	11.60	0.12
Jeanne D'Arc Credit Union 4.3 7/31/2029	472207AJ8	7/31/2024	249,000.00	249,000.00	252,122.46	4.300	4.300	7/31/2029	1,673	None	0.00	0.12
Latino Community Credit Union 4.5 12/21/2027	51828MAC8	12/21/2022	249,000.00	249,000.00	252,453.63	4.500	4.500	12/21/2027	1,085	None	306.99	0.12
LCA Bank Corp 4.8 11/15/2027	501798SZ6	11/15/2022	244,000.00	244,000.00	249,314.32	4.800	4.800	11/15/2027	1,049	None	1,508.12	0.11
Leaders Credit Union 5 6/30/2028	52171MAJ4	6/30/2023	248,000.00	248,000.00	256,052.56	5.000	5.000	6/30/2028	1,277	None	33.97	0.12
Liberty First Credit Union 4.4 1/17/2028	530520AB1	1/17/2023	249,000.00	249,000.00	251,836.11	4.400	4.400	1/17/2028	1,112	None	900.49	0.12
Live Oak Banking Company 1.85 1/20/2025	538036HP2	1/24/2020	249,000.00	249,000.00	248,668.83	1.850	1.850	1/20/2025	20	None	378.62	0.12
Merrick Bank 3.8 9/20/2029	59013KP42	9/20/2024	249,000.00	249,000.00	246,833.70	3.800	3.800	9/20/2029	1,724	None	285.16	0.12
Metro Credit Union 1.7 2/18/2027	59161YAP1	2/18/2022	249,000.00	249,000.00	237,209.85	1.700	1.700	2/18/2027	779	None	347.92	0.12
Morgan Stanley Bank 4.65 4/6/2028	61690U3V0	4/6/2023	246,000.00	246,000.00	250,774.86	4.650	4.650	4/6/2028	1,192	None	2,695.22	0.12
Morgan Stanley Private Bank 5.05 11/8/2028	61768EE82	11/8/2023	243,000.00	243,000.00	251,986.14	5.050	5.050	11/8/2028	1,408	None	1,781.89	0.11
Neighbors Federal Credit Union 5 7/26/2028	64017ABA1	7/26/2023	248,000.00	248,000.00	256,208.80	5.000	5.000	7/26/2028	1,303	None	169.86	0.12
OnPath Federal Credit Union 4.85 7/31/2028	68283MAP1	7/31/2023	247,000.00	247,000.00	253,992.57	4.850	4.850	7/31/2028	1,308	None	984.62	0.12
Pacific Enterprise Bank 1.15 3/31/2025	694231AC5	3/31/2020	249,000.00	249,000.00	247,052.82	1.150	1.150	3/31/2025	90	None	0.00	0.12
Pathfinder Bank 0.7 3/11/2026	70320KAX9	3/11/2021	249,000.00	249,000.00	239,127.15	0.700	0.700	3/11/2026	435	None	95.51	0.12
Pentagon Federal Credit Union 0.9 9/29/2026	70962LAS1	9/29/2021	249,000.00	249,000.00	235,825.41	0.900	0.900	9/29/2026	637	None	12.28	0.12
Pitney Bowes Bank 4.35 4/13/2028	724468AC7	4/14/2023	244,000.00	244,000.00	246,610.80	4.350	4.350	4/13/2028	1,199	None	2,268.20	0.11
Rockland Federal Credit Union 5 11/30/2028	77357DAB4	12/1/2023	245,000.00	245,000.00	253,834.70	5.000	5.000	11/30/2028	1,430	None	33.56	0.11
Sallie Mae Bank/Salt Lake 4.3 7/24/2029	795451DM2	7/24/2024	244,000.00	244,000.00	246,906.04	4.300	4.300	7/24/2029	1,666	None	4,599.23	0.11
San Francisco FCU 1.1 3/27/2025	79772FAF3	3/27/2020	249,000.00	249,000.00	247,080.21	1.100	1.100	3/27/2025	86	None	30.02	0.12
SCE Federal Credit Union 4.25 2/15/2029	78413RAP2	2/15/2024	249,000.00	249,000.00	251,333.13	4.250	4.250	2/15/2029	1,507	None	463.89	0.12
Sharonview Federal Credit Union 3.5 8/16/2027	819866BL7	8/16/2022	249,000.00	249,000.00	245,867.58	3.500	3.500	8/16/2027	958	None	382.03	0.12
Signature Federal Credit Union 4.4 1/31/2028	82671DAB3	1/31/2023	249,000.00	249,000.00	251,885.91	4.400	4.400	1/31/2028	1,126	None	0.00	0.12
Skyone Federal Credit Union 3.85 10/25/2029	83088XAQ1	10/25/2024	249,000.00	249,000.00	247,339.17	3.850	3.850	10/25/2029	1,759	None	157.59	0.12
SPCO Credit Union 4.35 1/20/2028	78472EAB0	1/20/2023	249,000.00	249,000.00	251,472.57	4.350	4.350	1/20/2028	1,115	None	326.43	0.12



# Mono County

## Portfolio Holdings by Security Sector

### As of December 31, 2024

Description	CUSIP/Ticker	Settlement Date	Book Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating 1	Accrued Interest	% of Portfolio
Star Financial Credit Union 4.5 1/25/2028	85513MAA0	1/25/2023	249,000.00	249,000.00	252,558.21	4.500	4.500	1/25/2028	1,120	None	184.19	0.12
Synchrony Bank 1.45 4/17/2025	87165FZD9	4/17/2020	248,000.00	248,000.00	245,926.72	1.450	1.450	4/17/2025	107	None	738.90	0.12
The Farmers & Merchants Bank 3.2 8/5/2027	307811EM7	8/5/2022	249,000.00	249,000.00	244,039.92	3.200	3.200	8/5/2027	947	None	567.58	0.12
Toyota Financial Savings Bank 0.9 4/22/2026	89235MKY6	4/22/2021	248,000.00	248,000.00	237,998.16	0.900	0.900	4/22/2026	477	None	428.05	0.12
True Sky Credit Union 4.5 11/30/2027	89786MAH7	11/30/2022	244,000.00	244,000.00	247,281.80	4.500	4.500	11/30/2027	1,064	None	932.55	0.11
TTCU Federal Credit Union 5 7/26/2028	89854LAD5	7/26/2023	248,000.00	248,000.00	256,208.80	5.000	5.000	7/26/2028	1,303	None	169.86	0.12
Tucson Federal Credit Union 4.95 8/8/2028	898812AB8	8/8/2023	248,000.00	248,000.00	255,864.08	4.950	4.950	8/8/2028	1,316	None	773.56	0.12
UBS Bank USA 4.1 2/7/2029	90355GKU9	2/7/2024	249,000.00	249,000.00	249,911.34	4.100	4.100	2/7/2029	1,499	None	671.28	0.12
UFirst Federal Credit Union 4.8 3/9/2026	902684AC3	3/8/2023	249,000.00	249,000.00	250,932.24	4.800	4.800	3/9/2026	433	None	753.14	0.12
United Community Bank 1.65 2/7/2025	90983WBT7	2/7/2020	249,000.00	249,000.00	248,312.76	1.650	1.650	2/7/2025	38	None	270.15	0.12
University Bank 4.5 3/17/2028	914098DP0	3/17/2023	249,000.00	249,000.00	252,717.57	4.500	4.500	3/17/2028	1,172	None	429.78	0.12
USAlliance Federal Credit Union 3.45 8/26/2027	90352RCR4	8/26/2022	249,000.00	249,000.00	245,504.04	3.450	3.450	8/26/2027	968	None	117.68	0.12
USF Federal Credit Union 4.35 7/30/2029	90352EBM4	7/30/2024	249,000.00	249,000.00	252,635.40	4.350	4.350	7/30/2029	1,672	None	890.26	0.12
Utah First Federal Credit Union 4.75 7/14/2028	91739JAA3	7/14/2023	249,000.00	249,000.00	259,983.39	4.750	4.750	7/14/2028	1,291	None	550.87	0.12
Veridian Credit Union 4.8 4/24/2025	92348DAC3	4/24/2023	249,000.00	249,000.00	249,385.95	4.800	4.800	4/24/2025	114	None	982.36	0.12
VYSTAR Credit Union 4.45 9/30/2027	92891CCP5	9/30/2022	249,000.00	249,000.00	251,861.01	4.450	4.450	9/30/2027	1,003	None	910.73	0.12
Workers Federal Credit Union 4 4/23/2029	98138MCV0	10/21/2024	249,000.00	249,000.00	248,995.02	4.000	4.000	4/23/2029	1,574	None	272.88	0.12
<b>Sub Total / Average CD Negotiable</b>			<b>23,043,748.00</b>	<b>23,057,000.00</b>	<b>23,083,647.53</b>	<b>3.467</b>	<b>3.515</b>		<b>956</b>		<b>68,411.39</b>	<b>10.82</b>
<b>Corporate Bonds</b>												
3M Company 2 2/14/2025-25	88579YBH3	1/21/2022	500,307.37	500,000.00	498,285.00	2.000	1.487	2/14/2025	45	Moody's-A3	3,805.56	0.23
Apple Inc 0.7 2/8/2026-21	037833EB2	2/24/2021	499,356.06	500,000.00	480,440.00	0.700	0.819	2/8/2026	404	Moody's-Aaa	1,390.28	0.23
Apple Inc. 3.25 8/8/2029	037833EN6	8/8/2024	481,588.17	500,000.00	472,460.00	3.250	4.144	8/8/2029	1,681	Moody's-Aaa	6,454.86	0.23
Bank of New York Mellon 3.4 1/29/2028-27	06406RAF4	2/2/2023	485,934.58	500,000.00	482,310.00	3.400	4.428	1/29/2028	1,124	Moody's-Aa3	7,177.78	0.23
Colgate-Palmolive Co. 4.6 3/1/2028-23	194162AR4	3/2/2023	500,041.15	500,000.00	503,370.00	4.600	4.597	3/1/2028	1,156	Moody's-Aa3	7,666.67	0.23
John Deere Capital Corp 1.05 6/17/2026	24422EVR7	8/12/2021	499,694.95	500,000.00	476,090.00	1.050	1.093	6/17/2026	533	Moody's-A1	204.17	0.23
John Deere Capital Corp 2.8 7/18/2029	24422EUY3	7/18/2024	463,913.64	500,000.00	460,760.00	2.800	4.595	7/18/2029	1,660	Moody's-A1	6,338.89	0.23
Johnson & Johnson 2.625 1/15/2025-17	478160CJ1	1/16/2020	500,142.97	500,000.00	499,655.00	2.625	1.892	1/15/2025	15	Moody's-Aaa	6,052.08	0.23
Johnson & Johnson 2.9 1/15/2028-27	478160CK8	2/8/2023	483,325.36	500,000.00	478,435.00	2.900	4.123	1/15/2028	1,110	Moody's-Aaa	6,686.11	0.23
JP Morgan Chase Bank 1 9/14/2026-23	46632FSH9	9/14/2021	500,000.00	500,000.00	465,448.00	1.000	1.000	9/14/2026	622	Moody's-Aa2	1,486.11	0.23
Microsoft Corp 2.7 2/12/2025-24	594918BB9	2/13/2020	500,557.99	500,000.00	498,960.00	2.700	1.707	2/12/2025	43	Moody's-Aaa	5,212.50	0.23
Microsoft Corp 3.125 11/3/2025-25	594918BJ2	1/23/2023	495,677.80	500,000.00	494,780.00	3.125	4.225	11/3/2025	307	Moody's-Aaa	2,517.36	0.23
Pepsico Inc 2.625 7/29/2029-29	713448EL8	9/5/2024	472,911.67	500,000.00	458,335.00	2.625	3.937	7/29/2029	1,671	Moody's-A1	5,541.67	0.23
Pfizer Inc 0.8 5/28/2025-25	717081EX7	1/24/2022	498,520.00	500,000.00	492,310.00	0.800	1.551	5/28/2025	148	Moody's-A2	366.67	0.23
Procter & Gamble Co 3.95 1/26/2028-23	742718FZ7	2/8/2023	504,648.87	507,000.00	500,464.77	3.950	4.118	1/26/2028	1,121	Moody's-Aa3	8,622.52	0.24
Procter & Gamble Co. 1.9 2/1/2027	742718FV6	2/2/2022	500,248.43	500,000.00	475,450.00	1.900	1.875	2/1/2027	762	Moody's-Aa3	3,958.33	0.23
Toyota Motor Credit Corp 1.125 6/18/2026	89236TJK2	7/23/2021	500,354.81	500,000.00	476,195.00	1.125	1.075	6/18/2026	534	Moody's-A1	203.12	0.23
Toyota Motor Credit Corp 4.65 1/5/2029	89236TLL7	2/6/2024	499,885.66	500,000.00	496,705.00	4.650	4.656	1/5/2029	1,466	Moody's-A1	11,366.67	0.23
US Bancorp 1.45 5/12/2025	91159HHZ6	2/12/2021	501,398.42	500,000.00	494,280.00	1.450	0.665	5/12/2025	132	Moody's-A3	986.81	0.23
US Bank NA 2.05 1/21/2025	90331HPL1	4/20/2022	499,744.75	500,000.00	499,250.00	2.050	2.982	1/21/2025	21	Moody's-A2	4,555.56	0.23
<b>Sub Total / Average Corporate Bonds</b>			<b>9,888,252.65</b>	<b>10,007,000.00</b>	<b>9,703,982.77</b>	<b>2.436</b>	<b>2.749</b>		<b>728</b>		<b>90,593.72</b>	<b>4.70</b>
<b>Municipal Bonds</b>												
Alvord Unified School Dist 1.327 8/1/2026	022555WU6	8/5/2022	678,203.81	700,000.00	667,737.00	1.327	3.450	8/1/2026	578	S&P-AA	3,870.42	0.33
Belmont-Redwood Shores Sch Dist 1.099 8/1/2026	080495HP2	8/4/2021	210,000.00	210,000.00	199,812.90	1.099	1.099	8/1/2026	578	Moody's-Aa1	961.63	0.10
Beverly Hills USD 2.65 8/1/2025	088023PK6	7/18/2022	497,803.80	500,000.00	495,335.00	2.650	3.451	8/1/2025	213	Moody's-Aa1	5,520.83	0.23



# Mono County

## Portfolio Holdings by Security Sector

### As of December 31, 2024

Description	CUSIP/Ticker	Settlement Date	Book Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating 1	Accrued Interest	% of Portfolio
Bonita Unified School District 1.054 8/1/2025	098203VW9	4/15/2021	250,000.00	250,000.00	245,337.50	1.054	1.054	8/1/2025	213	S&P-AA-	1,097.92	0.12
California Health Facilities Financing Authority 3	13032UC48	6/1/2022	496,073.02	500,000.00	486,110.00	3.244	3.602	6/1/2027	882	Moody's-Aa3	1,351.67	0.23
California State University 1.361 11/1/2027	13077DQF2	11/1/2022	619,406.22	685,000.00	627,651.80	1.361	5.246	11/1/2027	1,035	Moody's-Aa2	1,553.81	0.32
California State University 1.521 11/1/2028	13077DQG0	11/1/2023	435,969.62	500,000.00	446,070.00	1.521	5.374	11/1/2028	1,401	Moody's-Aa2	1,267.50	0.23
Citrus Community College GO 0.819 8/1/2025	17741RGC6	8/4/2020	350,000.00	350,000.00	343,105.00	0.819	0.819	8/1/2025	213	Moody's-Aa1	1,194.38	0.16
County of Alameda 3.46 8/1/2027	010878BF2	8/24/2022	500,000.00	500,000.00	489,450.00	3.460	3.460	8/1/2027	943	Moody's-Aaa	7,208.33	0.23
East Side Union High School District 1.331 8/1/202	275282PT2	8/16/2021	502,160.72	500,000.00	476,400.00	1.331	1.050	8/1/2026	578	Moody's-Aa3	2,772.92	0.23
Fremont Unified School District 1.113 8/1/2027	357155BA7	8/23/2022	280,535.73	300,000.00	275,445.00	1.113	3.900	8/1/2027	943	Moody's-Aa2	1,391.25	0.14
Fresno USD 1.687 8/1/2029	3582326X9	8/1/2024	444,119.02	500,000.00	438,665.00	1.687	4.432	8/1/2029	1,674	Moody's-Aa3	3,514.58	0.23
Gavilan Joint Comm College Dist 4 8/1/2029	368079JD2	8/1/2024	491,235.79	500,000.00	485,825.00	4.000	4.431	8/1/2029	1,674	Moody's-Aa3	8,333.33	0.23
Gavilan Joint Comm College Dist 4 8/1/2029	368079JD2	8/1/2024	294,741.48	300,000.00	291,495.00	4.000	4.431	8/1/2029	1,674	Moody's-Aa3	5,000.00	0.14
Long Beach Community College Dist 2 5/1/2025	542411NZ2	3/25/2021	271,005.62	270,000.00	267,972.30	2.000	0.853	5/1/2025	121	Moody's-Aa2	900.00	0.13
Milpitas USD 0.943 8/1/2025	601670MH2	7/18/2022	690,370.29	700,000.00	686,700.00	0.943	3.450	8/1/2025	213	Moody's-Aa1	2,750.42	0.33
Napa Valley Unified School District 1.094 8/1/2026	630362ER8	8/17/2021	500,645.06	500,000.00	474,975.00	1.094	1.010	8/1/2026	578	Moody's-Aa3	2,279.17	0.23
Palomar Comm College Dist 1.836 8/1/2029	697511FG3	8/1/2024	447,648.54	500,000.00	443,605.00	1.836	4.406	8/1/2029	1,674	Moody's-Aa2	3,825.00	0.23
Pasadena USD 2.073 5/1/2026	702282QD9	10/1/2021	506,379.29	500,000.00	485,935.00	2.073	1.088	5/1/2026	486	Moody's-Aa3	1,727.50	0.23
Rancho Santiago CCD 0.956 9/1/2026	752147HK7	7/19/2022	696,361.02	725,000.00	686,285.00	0.956	3.524	9/1/2026	609	Moody's-Aa1	2,310.33	0.34
Rancho Santiago Community College GO 0.734 9/2/202	752147HJ0	9/2/2020	500,000.00	500,000.00	488,635.00	0.734	0.734	9/2/2025	245	Moody's-Aa1	1,223.33	0.23
Riverside County Ca Inf Fing Authority 1.766 11/1/	76913DFY8	11/4/2022	455,738.56	500,000.00	462,205.00	1.766	5.368	11/1/2027	1,035	S&P-AA-	1,471.67	0.23
Saddleback Valley School Dist 2.4 8/1/2027	786318LF0	8/10/2022	488,120.38	500,000.00	475,750.00	2.400	3.408	8/1/2027	943	Moody's-Aa1	5,000.00	0.23
San Bernardino Ca Cmnty CLG Dist 1.097 8/1/2026	796720PB0	8/5/2021	250,000.00	250,000.00	238,047.50	1.097	1.097	8/1/2026	578	Moody's-Aa1	1,142.71	0.12
San Diego Community College Dist 2.407 8/1/2027	797272QS3	8/8/2022	980,097.98	1,000,000.00	952,610.00	2.407	3.248	8/1/2027	943	Moody's-Aa1	10,029.17	0.47
San Diego Public Facs Fing Auth Wtr Rev 2.003 8/1/	79730CJL9	8/25/2022	480,655.94	500,000.00	471,660.00	2.003	3.654	8/1/2027	943	Moody's-Aa2	4,172.92	0.23
San Dieguito UHSD 1.94 8/1/2027	797508HG6	8/15/2022	370,295.47	385,000.00	361,965.45	1.940	3.567	8/1/2027	943	Moody's-Aa1	3,112.08	0.18
Savanna School District 1.791 8/1/2029	80467PEC2	8/20/2024	532,401.99	590,000.00	521,247.30	1.791	4.170	8/1/2029	1,674	S&P-AA	4,402.88	0.28
Southwestern Community College GO 0.891 8/1/2025	845389JH9	8/5/2020	500,288.17	500,000.00	490,350.00	0.891	0.790	8/1/2025	213	Moody's-Aa2	1,856.25	0.23
University of California 0.985 5/15/2025	91412HKZ5	3/10/2021	500,153.39	500,000.00	493,620.00	0.985	0.900	5/15/2025	135	Moody's-Aa3	629.31	0.23
West Contra Costa USD 2.077 8/1/2026	9523472G6	9/23/2021	492,896.04	485,000.00	467,923.15	2.077	1.020	8/1/2026	578	Moody's-A1	4,197.27	0.23
<b>Sub Total / Average Municipal Bonds</b>			<b>14,713,306.95</b>	<b>15,200,000.00</b>	<b>14,437,924.90</b>	<b>1.803</b>	<b>3.021</b>		<b>809</b>		<b>96,068.58</b>	<b>7.13</b>
<b>US Agency</b>												
FAMC 4.04 1/22/2029	31424WFE7	1/25/2024	996,739.68	1,000,000.00	986,360.00	4.040	4.130	1/22/2029	1,483	None	17,843.33	0.47
FAMC 4.32 7/17/2028	31422X4Y5	7/17/2023	1,000,000.00	1,000,000.00	997,550.00	4.320	4.320	7/17/2028	1,294	None	19,680.00	0.47
FAMC 4.92 11/1/2028	31424WBJ0	11/1/2023	1,000,000.00	1,000,000.00	1,017,990.00	4.920	4.920	11/1/2028	1,401	None	8,200.00	0.47
FFCB 0.52 10/14/2025-21	3133EMCP5	10/14/2020	999,803.53	1,000,000.00	971,180.00	0.520	0.545	10/14/2025	287	Moody's-Aaa	1,112.22	0.47
FFCB 0.53 10/22/2025-21	3133EMEC2	11/6/2020	999,674.21	1,000,000.00	970,300.00	0.530	0.571	10/22/2025	295	Moody's-Aaa	1,015.83	0.47
FFCB 0.68 6/10/2025-22	3133ELH80	6/26/2020	1,000,000.00	1,000,000.00	983,780.00	0.680	0.680	6/10/2025	161	Moody's-Aaa	396.67	0.47
FFCB 0.77 7/20/2027	3133ELV92	10/18/2023	902,886.72	1,000,000.00	914,520.00	0.770	4.993	7/20/2027	931	Moody's-Aaa	3,443.61	0.47
FFCB 1.27 11/16/2026-23	3133ENEF3	11/16/2021	1,000,000.00	1,000,000.00	944,470.00	1.270	1.270	11/16/2026	685	Moody's-Aaa	1,587.50	0.47
FFCB 1.32 6/1/2026	3133ENG88	12/1/2021	1,000,000.00	1,000,000.00	959,000.00	1.320	1.320	6/1/2026	517	Moody's-Aaa	1,100.00	0.47
FFCB 2.18 2/16/2027-24	3133ENPB0	2/16/2022	1,000,000.00	1,000,000.00	955,940.00	2.180	2.180	2/16/2027	777	Moody's-Aaa	8,175.00	0.47
FFCB 2.875 4/26/2027	3133ENV92	4/26/2022	996,710.51	1,000,000.00	966,820.00	2.875	3.029	4/26/2027	846	Moody's-Aaa	5,190.97	0.47
FFCB 3.05 7/19/2027	3133ENB33	7/19/2022	1,000,000.00	1,000,000.00	970,550.00	3.050	3.050	7/19/2027	930	Moody's-Aaa	13,725.00	0.47
FFCB 3.33 4/12/2027-23	3133ENUH1	4/12/2022	1,000,000.00	1,000,000.00	974,320.00	3.330	3.330	4/12/2027	832	Moody's-Aaa	7,307.50	0.47
FFCB 3.5 4/12/2028	3133EPFU4	4/12/2023	993,114.94	1,000,000.00	973,310.00	3.500	3.732	4/12/2028	1,198	Moody's-Aaa	7,680.56	0.47
FFCB 3.625 5/3/2028	3133EPHT5	5/3/2023	996,490.45	1,000,000.00	976,840.00	3.625	3.741	5/3/2028	1,219	Moody's-Aaa	5,840.28	0.47





# Mono County

## Portfolio Holdings by Security Sector

### As of December 31, 2024

Description	CUSIP/Ticker	Settlement Date	Book Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating 1	Accrued Interest	% of Portfolio
FFCB 3.875 1/18/2029	3133EPW84	1/18/2024	993,070.48	1,000,000.00	980,230.00	3.875	4.066	1/18/2029	1,479	Moody's-Aaa	17,545.14	0.47
FFCB 3.875 1/9/2029	3133EPU37	1/9/2024	996,918.39	1,000,000.00	980,380.00	3.875	3.960	1/9/2029	1,470	Moody's-Aaa	18,513.89	0.47
FFCB 3.875 10/23/2029	3133ERYH8	10/23/2024	997,536.74	1,000,000.00	975,820.00	3.875	3.932	10/23/2029	1,757	Moody's-Aaa	7,319.44	0.47
FFCB 3.875 10/23/2029	3133ERYH8	10/23/2024	994,938.76	1,000,000.00	975,820.00	3.875	3.992	10/23/2029	1,757	Moody's-Aaa	7,319.44	0.47
FFCB 3.875 2/14/2028	3133EPAV7	2/15/2023	994,353.10	1,000,000.00	985,820.00	3.875	4.077	2/14/2028	1,140	Moody's-Aaa	14,746.53	0.47
FFCB 4 11/1/2029	3133ERZD6	11/1/2024	998,742.72	1,000,000.00	983,680.00	4.000	4.029	11/1/2029	1,766	Moody's-Aaa	6,666.67	0.47
FFCB 4 11/29/2027	3133EN3H1	11/29/2022	998,096.38	1,000,000.00	990,910.00	4.000	4.073	11/29/2027	1,063	Moody's-Aaa	3,555.56	0.47
FFCB 4.125 10/14/2027	3133ENS50	10/14/2022	997,677.50	1,000,000.00	994,450.00	4.125	4.218	10/14/2027	1,017	Moody's-Aaa	8,822.92	0.47
FFCB 4.125 2/13/2029	3133EP3B9	2/13/2024	998,997.30	1,000,000.00	988,830.00	4.125	4.152	2/13/2029	1,505	Moody's-Aaa	15,812.50	0.47
FFCB 4.125 3/20/2029	3133EP5U5	3/20/2024	989,769.88	1,000,000.00	988,660.00	4.125	4.398	3/20/2029	1,540	Moody's-Aaa	11,572.92	0.47
FFCB 4.25 12/15/2028	3133EPN50	12/15/2023	996,796.80	1,000,000.00	996,180.00	4.250	4.341	12/15/2028	1,445	Moody's-Aaa	1,888.89	0.47
FFCB 4.25 7/17/2028	3133EPQD0	7/17/2023	998,746.37	1,000,000.00	995,270.00	4.250	4.290	7/17/2028	1,294	Moody's-Aaa	19,361.11	0.47
FFCB 4.25 8/7/2028	3133EPSK2	8/7/2023	996,926.63	1,000,000.00	995,070.00	4.250	4.346	8/7/2028	1,315	Moody's-Aaa	17,000.00	0.47
FFCB 4.29 5/16/2028-25	3133EPJS5	5/16/2023	1,000,000.00	1,000,000.00	991,020.00	4.290	4.290	5/16/2028	1,232	Moody's-Aaa	5,481.67	0.47
FFCB 4.375 4/10/2029	3133ERAK7	4/10/2024	999,658.05	1,000,000.00	999,180.00	4.375	4.384	4/10/2029	1,561	Moody's-Aaa	9,843.75	0.47
FFCB 4.625 11/13/2028	3133EPC45	11/13/2023	999,280.74	1,000,000.00	1,009,120.00	4.625	4.646	11/13/2028	1,413	Moody's-Aaa	6,166.67	0.47
FFCB 4.625 4/5/2029	3133EPXV2	4/5/2024	1,008,521.36	1,000,000.00	1,007,550.00	4.625	4.400	4/5/2029	1,556	Moody's-Aaa	11,048.61	0.47
FFCB 4.75 7/8/2026	3133EPVP7	12/7/2023	1,003,879.17	1,000,000.00	1,007,370.00	4.750	4.476	7/8/2026	554	Moody's-Aaa	22,826.39	0.47
FFCB 5 10/24/2028	3133EPZN8	10/24/2023	1,000,853.95	1,000,000.00	1,020,730.00	5.000	4.974	10/24/2028	1,393	Moody's-Aaa	9,305.56	0.47
FHLB 0.5 1/26/2026-21	3130AKMD5	1/26/2021	999,733.41	1,000,000.00	960,790.00	0.500	0.525	1/26/2026	391	Moody's-Aaa	2,152.78	0.47
FHLB 0.6 1/28/2026-21	3130AKPC4	1/28/2021	1,000,000.00	1,000,000.00	961,660.00	0.600	0.600	1/28/2026	393	Moody's-Aaa	2,550.00	0.47
FHLB 0.7 3/24/2025-21	3130ALN34	3/24/2021	1,000,000.00	1,000,000.00	991,950.00	0.700	0.700	3/24/2025	83	Moody's-Aaa	1,886.11	0.47
FHLB 1.02 4/26/2029-21	3130AKCS3	4/26/2024	856,411.82	1,000,000.00	862,210.00	1.020	4.800	4/26/2029	1,577	Moody's-Aaa	1,841.67	0.47
FHLB 1.05 4/15/2026-21	3130ALU51	4/15/2021	1,000,000.00	1,000,000.00	959,300.00	1.050	1.050	4/15/2026	470	Moody's-Aaa	2,216.67	0.47
FHLB 1.05 7/29/2026-24	3130ANCA6	7/29/2021	1,000,000.00	1,000,000.00	950,290.00	1.050	1.050	7/29/2026	575	Moody's-Aaa	4,433.33	0.47
FHLB 1.15 4/29/2026-21	3130ALXJ8	4/29/2021	1,000,000.00	1,000,000.00	959,590.00	1.150	1.150	4/29/2026	484	Moody's-Aaa	1,980.56	0.47
FHLB 1.375 10/28/2026-22	3130APL78	10/28/2021	1,000,000.00	1,000,000.00	948,630.00	1.375	1.375	10/28/2026	666	Moody's-Aaa	2,406.25	0.47
FHLB 1.54 1/25/2027-23	3130AQHZ9	1/25/2022	1,000,000.00	1,000,000.00	945,220.00	1.540	1.540	1/25/2027	755	Moody's-Aaa	6,673.33	0.47
FHLB 1.6 1/27/2027-23	3130AQKF9	1/27/2022	1,000,000.00	1,000,000.00	946,230.00	1.600	1.600	1/27/2027	757	Moody's-Aaa	6,844.44	0.47
FHLB 2.875 6/13/2025	3130A5R35	7/21/2020	763,003.29	755,000.00	750,243.50	2.875	0.483	6/13/2025	164	Moody's-Aaa	1,085.31	0.35
FHLB 3.75 4/6/2028	3130AVL91	4/18/2023	996,932.98	1,000,000.00	980,030.00	3.750	3.854	4/6/2028	1,192	Moody's-Aaa	8,854.17	0.47
FHLB 4 10/9/2029-27	3130B33Y7	10/9/2024	1,000,000.00	1,000,000.00	975,070.00	4.000	4.000	10/9/2029	1,743	Moody's-Aaa	9,111.11	0.47
FHLB 4 5/26/2027-22	3130ARYA3	5/26/2022	1,000,000.00	1,000,000.00	989,280.00	4.000	4.000	5/26/2027	876	Moody's-Aaa	3,888.89	0.47
FHLB 4.375 9/8/2028	3130AWTR1	9/8/2023	997,316.32	1,000,000.00	999,600.00	4.375	4.455	9/8/2028	1,347	Moody's-Aaa	13,732.64	0.47
FHLB 4.5 7/26/2027-24	3130ASLA5	7/26/2022	1,000,000.00	1,000,000.00	999,460.00	4.500	4.500	7/26/2027	937	Moody's-Aaa	19,375.00	0.47
FHLB 5 2/28/2028-25	3130AV2P6	2/28/2023	1,000,000.00	1,000,000.00	998,940.00	5.000	5.000	2/28/2028	1,154	Moody's-Aaa	17,083.33	0.47
FHLB 5 7/7/2028-25	3130AWJZ4	7/7/2023	1,000,000.00	1,000,000.00	998,340.00	5.000	5.000	7/7/2028	1,284	Moody's-Aaa	24,166.67	0.47
FHLB Step 1/26/2026-23	3130AQJ20	2/11/2022	895,414.34	900,000.00	876,195.00	1.750	1.998	1/26/2026	391	Moody's-Aaa	6,781.25	0.42
FHLMC 0.375 7/21/2025	3137EAEU9	10/13/2023	975,169.92	1,000,000.00	978,400.00	0.375	5.126	7/21/2025	202	Moody's-Aaa	1,666.67	0.47
FHLMC 0.53 10/28/2025-22	3134GWYZ3	10/28/2020	1,000,000.00	1,000,000.00	969,750.00	0.530	0.530	10/28/2025	301	Moody's-Aaa	927.50	0.47
FHLMC 0.57 10/8/2025-21	3134GWY26	10/8/2020	1,000,000.00	1,000,000.00	972,240.00	0.570	0.570	10/8/2025	281	Moody's-Aaa	1,314.17	0.47
FHLMC 0.6 7/22/2025-22	3134GV5V6	7/22/2020	1,000,000.00	1,000,000.00	979,900.00	0.600	0.600	7/22/2025	203	Moody's-Aaa	2,650.00	0.47
FNMA 0.55 1/28/2026-21	3135G06R9	1/28/2021	1,000,000.00	1,000,000.00	960,240.00	0.550	0.550	1/28/2026	393	Moody's-Aaa	2,337.50	0.47
FNMA 0.625 7/14/2025-22	3136G4YL1	7/14/2020	1,000,000.00	1,000,000.00	980,500.00	0.625	0.625	7/14/2025	195	Moody's-Aaa	2,899.31	0.47
FNMA 0.7 7/24/2025-22	3136G4YE7	7/24/2020	1,000,000.00	1,000,000.00	979,940.00	0.700	0.700	7/24/2025	205	Moody's-Aaa	3,052.78	0.47



# Mono County

## Portfolio Holdings by Security Sector

### As of December 31, 2024

Description	CUSIP/Ticker	Settlement Date	Book Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating 1	Accrued Interest	% of Portfolio
FNMA 0.74 6/30/2025-21	3136G4XZ1	6/30/2020	795,000.00	795,000.00	781,111.35	0.740	0.740	6/30/2025	181	Moody's-Aaa	0.00	0.37
<b>Sub Total / Average US Agency</b>			<b>60,129,166.44</b>	<b>60,450,000.00</b>	<b>59,084,129.85</b>	<b>2.756</b>	<b>2.970</b>		<b>930</b>		<b>469,007.57</b>	<b>28.36</b>
<b>US Treasury</b>												
T-Note 0.375 12/31/2025	91282CBC4	10/22/2021	993,268.00	1,000,000.00	962,930.00	0.375	1.066	12/31/2025	365	Moody's-Aaa	0.00	0.47
T-Note 0.5 2/28/2026	91282CBQ3	3/1/2021	996,490.97	1,000,000.00	958,070.00	0.500	0.809	2/28/2026	424	Moody's-Aaa	1,685.08	0.47
T-Note 0.5 4/30/2027	912828ZN3	5/3/2022	946,306.74	1,000,000.00	917,280.00	0.500	3.001	4/30/2027	850	Moody's-Aaa	842.54	0.47
T-Note 0.75 5/31/2026	91282CCF6	6/4/2021	998,894.94	1,000,000.00	952,420.00	0.750	0.830	5/31/2026	516	Moody's-Aaa	638.74	0.47
T-Note 1.125 10/31/2026	91282CDG3	11/2/2021	998,581.61	1,000,000.00	945,340.00	1.125	1.205	10/31/2026	669	None	1,895.72	0.47
T-Note 1.125 10/31/2026	91282CDG3	11/15/2021	998,268.39	1,000,000.00	945,340.00	1.125	1.223	10/31/2026	669	None	1,895.72	0.47
T-Note 1.5 1/31/2027	912828Z78	1/31/2022	996,744.08	1,000,000.00	945,710.00	1.500	1.664	1/31/2027	761	Moody's-Aaa	6,236.41	0.47
T-Note 1.625 9/30/2026	912828YG9	9/30/2021	1,011,068.80	1,000,000.00	956,310.00	1.625	0.974	9/30/2026	638	Moody's-Aaa	4,107.14	0.47
T-Note 2 11/15/2026	912828U24	11/15/2021	1,014,295.85	1,000,000.00	959,760.00	2.000	1.211	11/15/2026	684	Moody's-Aaa	2,541.44	0.47
T-Note 2.75 7/31/2027	91282CFB2	3/19/2024	958,562.35	1,000,000.00	963,070.00	2.750	4.497	7/31/2027	942	Moody's-Aaa	11,433.42	0.47
T-Note 3 7/15/2025	91282CEY3	1/5/2024	992,220.04	1,000,000.00	993,550.00	3.000	4.514	7/15/2025	196	Moody's-Aaa	13,777.17	0.47
T-Note 3.125 8/15/2025	91282CFE6	1/3/2023	993,129.09	1,000,000.00	993,060.00	3.125	4.304	8/15/2025	227	Moody's-Aaa	11,718.75	0.47
T-Note 3.25 6/30/2029	91282CEV9	10/11/2024	973,271.64	1,000,000.00	954,230.00	3.250	3.906	6/30/2029	1,642	Moody's-Aaa	0.00	0.47
T-Note 4.125 7/31/2028	91282CHQ7	8/2/2023	996,640.41	1,000,000.00	993,100.00	4.125	4.230	7/31/2028	1,308	Moody's-Aaa	17,150.14	0.47
T-Note 4.125 7/31/2028	91282CHQ7	12/11/2023	995,294.79	1,000,000.00	993,100.00	4.125	4.270	7/31/2028	1,308	Moody's-Aaa	17,150.14	0.47
T-Note 4.5 7/15/2026	91282CHM6	9/29/2023	994,843.75	1,000,000.00	1,003,600.00	4.500	4.860	7/15/2026	561	Moody's-Aaa	20,665.76	0.47
<b>Sub Total / Average US Treasury</b>			<b>15,857,881.45</b>	<b>16,000,000.00</b>	<b>15,436,870.00</b>	<b>2.148</b>	<b>2.660</b>		<b>735</b>		<b>111,738.17</b>	<b>7.51</b>
<b>Total / Average</b>			<b>212,034,012.71</b>	<b>213,115,657.22</b>	<b>210,148,212.27</b>	<b>3.470</b>	<b>3.675</b>		<b>515</b>		<b>835,819.43</b>	<b>100.00</b>



# Mono County

## Distribution by Asset Category - Market Value

### Investment Portfolio

Begin Date: 9/30/2024, End Date: 12/31/2024

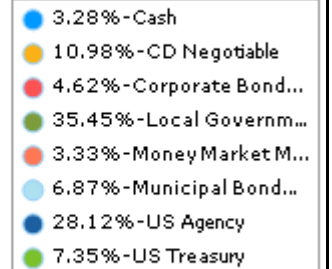
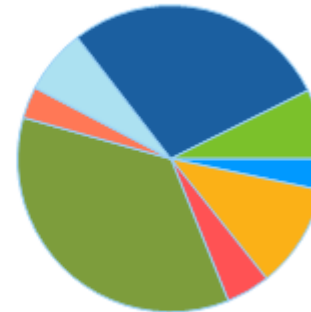
#### Asset Category Allocation

Asset Category	Market Value 9/30/2024	% of Portfolio 9/30/2024	Market Value 12/31/2024	% of Portfolio 12/31/2024
Cash	6,382,960.69	3.77	6,902,030.55	3.28
CD Negotiable	24,455,366.30	14.43	23,083,647.53	10.98
Corporate Bonds	10,289,006.84	6.07	9,703,982.77	4.62
Local Government Investment Pools	36,880,017.38	21.77	74,499,626.67	35.45
Money Market Mutual Funds	3,000,000.00	1.77	7,000,000.00	3.33
Municipal Bonds	15,040,739.15	8.88	14,437,924.90	6.87
US Agency	58,787,136.95	34.70	59,084,129.85	28.12
US Treasury	14,585,620.00	8.61	15,436,870.00	7.35
<b>Total / Average</b>	<b>169,420,847.31</b>	<b>100.00</b>	<b>210,148,212.27</b>	<b>100.00</b>

#### Portfolio Holdings as of 9/30/2024

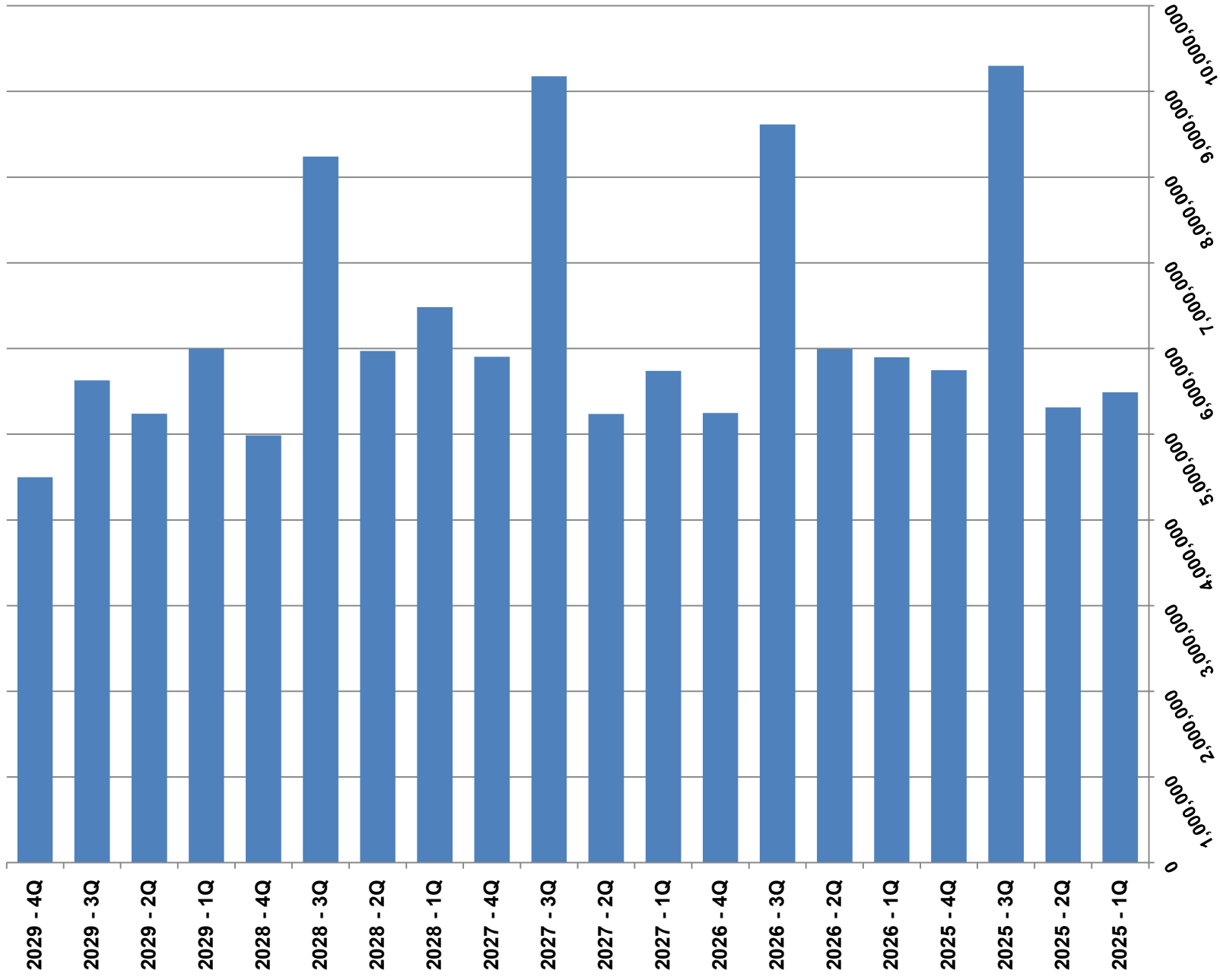


#### Portfolio Holdings as of 12/31/2024



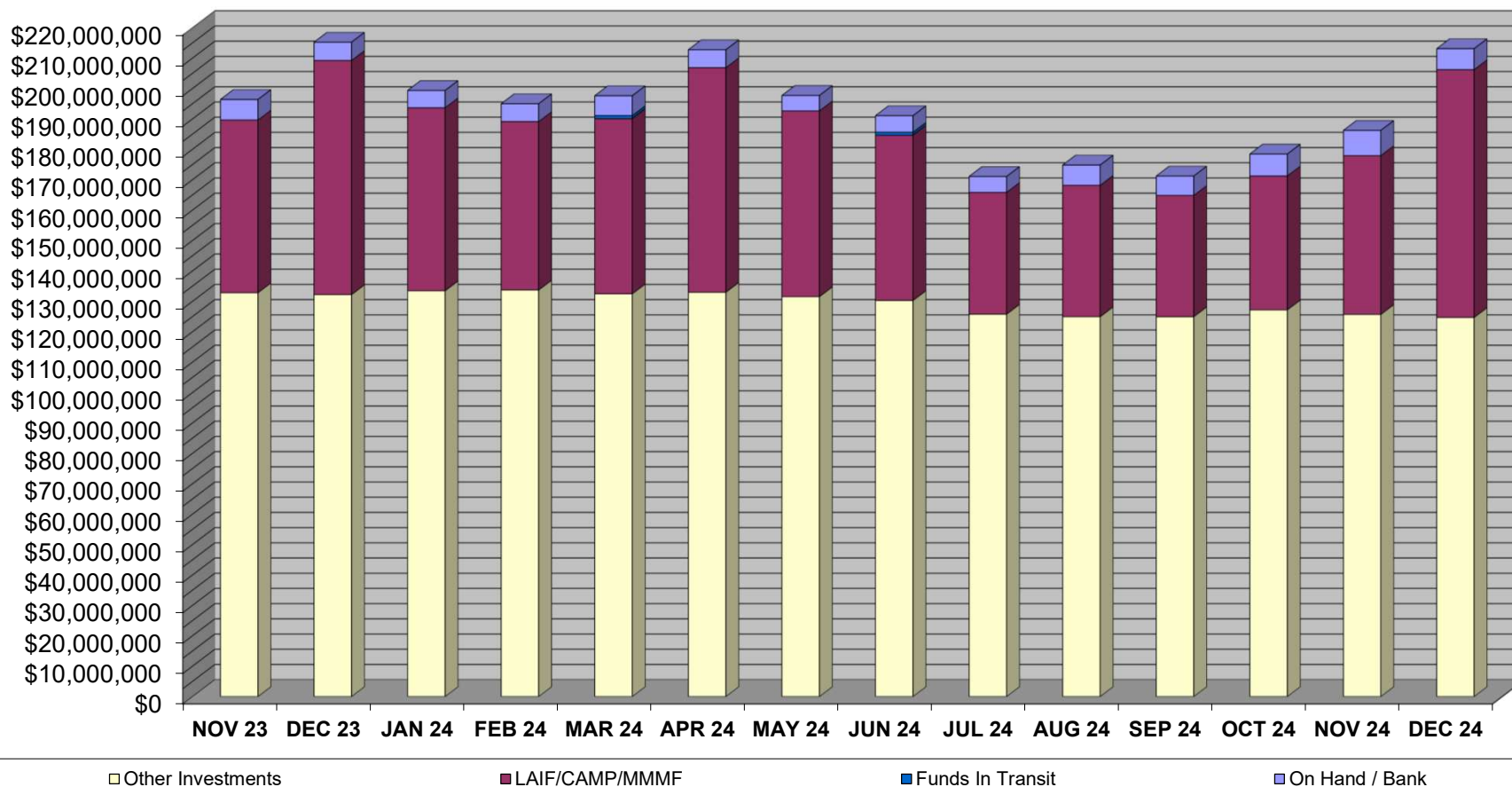


## Maturity Distribution As of 12/31/2024

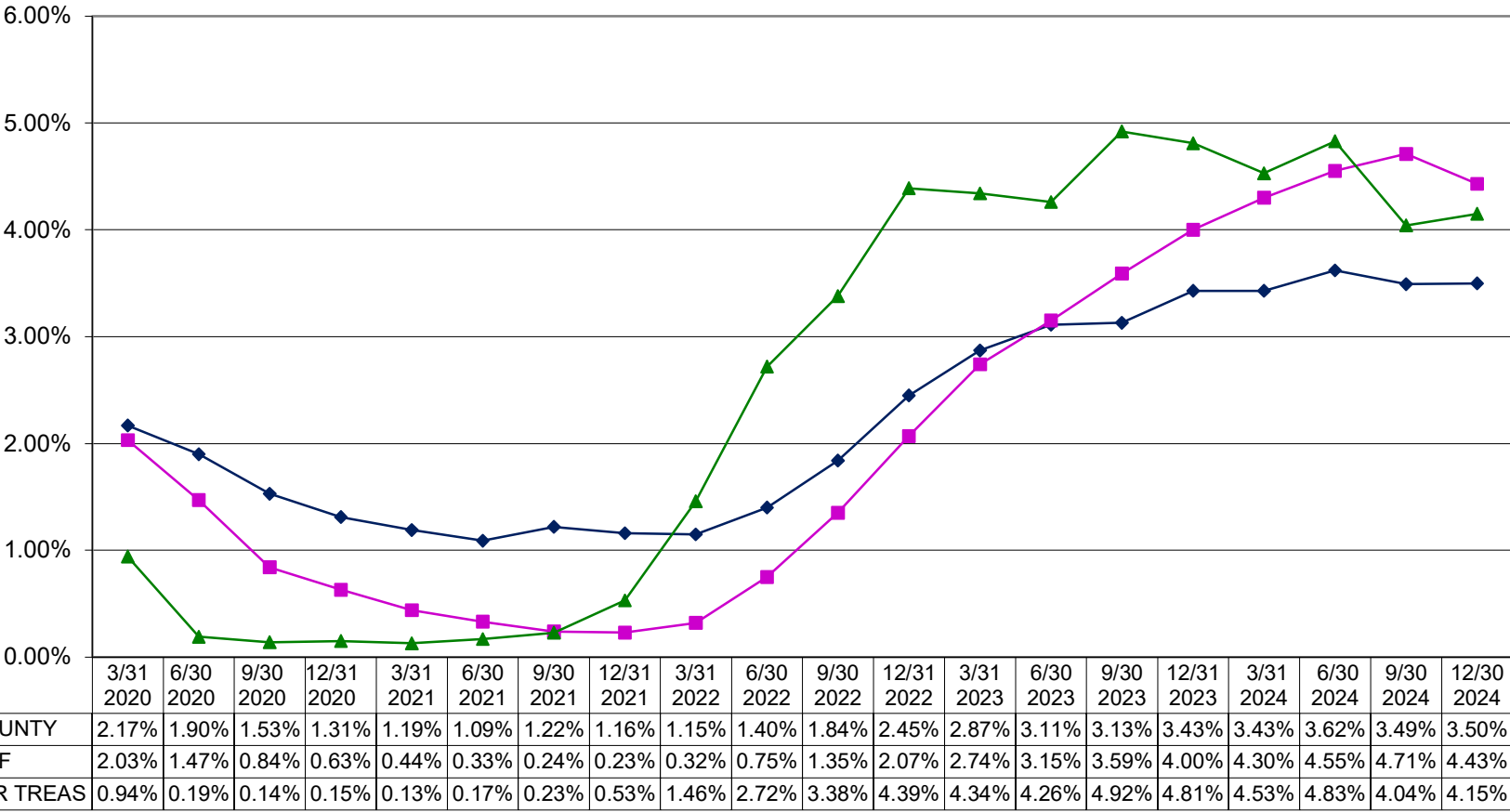


**TREASURY CASH BALANCES AS OF THE LAST DAY OF THE MOST RECENT 14 MONTHS**

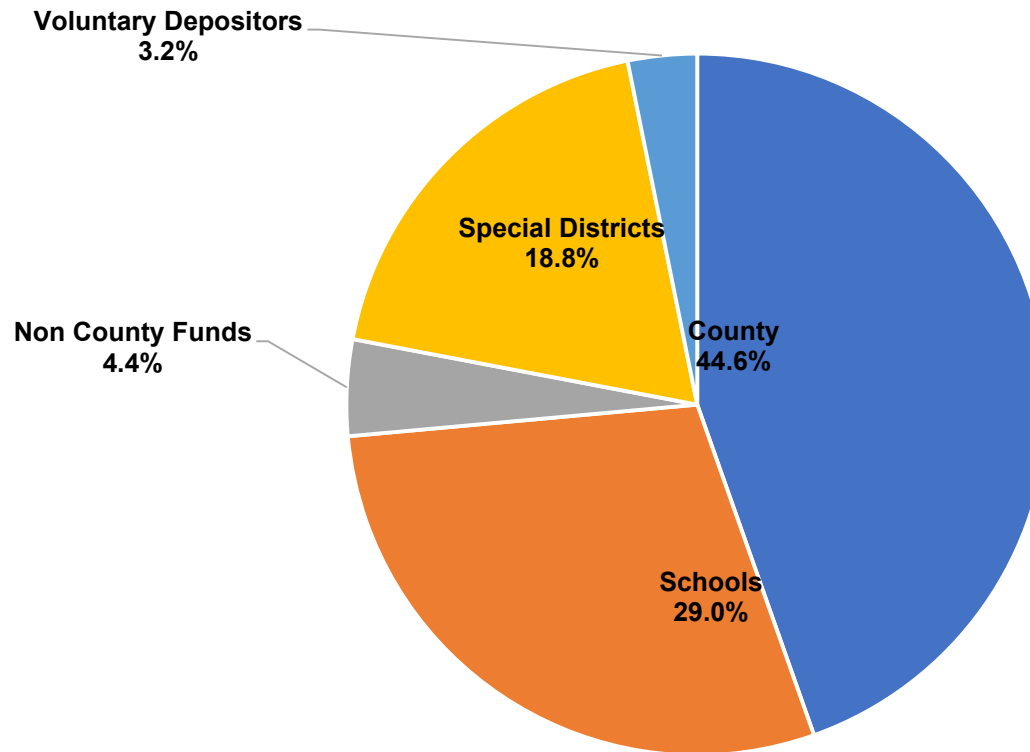
	NOV 23	DEC 23	JAN 24	FEB 24	MAR 24	APR 24	MAY 24	JUN 24	JUL 24	AUG 24	SEP 24	OCT 24	NOV 24	DEC 24
On Hand / Bank Funds In Transit	\$6,755,605	\$6,026,387	\$5,684,557	\$5,864,574	<u>\$6,541,435</u>	\$5,911,394	\$5,069,854	<u>\$5,428,431</u>	<u>\$5,238,356</u>	<u>\$6,667,621</u>	<u>\$6,382,961</u>	<u>\$7,209,311</u>	<u>\$8,296,852</u>	<u>\$6,902,030</u>
LAIF/CAMP/MMMF	\$56,807,152	\$76,995,735	\$60,197,848	\$55,388,245	\$57,603,487	\$73,852,599	\$61,109,065	\$54,346,183	\$40,047,087	\$43,215,100	\$39,880,017	\$44,047,913	\$52,220,753	\$81,499,627
Other Investments	\$132,836,933	\$132,219,000	\$133,480,000	\$133,738,400	\$132,489,000	\$132,997,000	\$131,546,000	\$130,290,000	\$125,785,000	\$124,951,000	\$124,949,000	\$127,202,000	\$125,714,000	\$124,714,000
<b>TOTAL</b>	\$196,399,690	\$215,241,122	\$199,362,405	\$193,991,219	\$197,633,922	\$212,760,993	\$197,724,919	\$180,664,614	\$171,070,443	\$174,833,721	\$171,211,978	\$178,459,224	\$186,231,605	\$213,115,657

[illegible]

MONO COUNTY TREASURY POOL  
QUARTERLY YIELD COMPARISON



## Investment Pool Participants as of 12/31/2024



The Pool is comprised of monies deposited by mandatory and voluntary participants. Mandatory participants include the County of Mono, School Districts, and Special Districts. Voluntary participants are those agencies that are not required to invest their monies in the County Pool and do so only as an investment option.

### **Districts Participating in Pool**

Antelope Valley Fire Protection District, Antelope Valley Water District, Birchim Community Service District, Bridgeport Fire Protection District, Bridgeport Public Utility District, Chalfant Valley Fire Protection District, County Service Area #1, County Service Area #2, County Service Area #5, Hilton Creek Community Services District, June Lake Fire Protection District, Lee Vining Fire Protection District, Lee Vining Public Utility District, Long Valley Fire Protection District, Mammoth Community Service District, Mammoth Lakes Mosquito Abatement District, Mono City Fire Protection District, Mono County Resource Conservation District, Paradise Fire Protection District, Tri-Valley Ground Water Management District, Wheeler Crest Community Service District, Wheeler Crest Fire Protection District, White Mountain Fire Protection District.

### **Districts Not Participating in Pool**

Inyo-Mono Resource Conservation District, June Lake Public Utility District, Mammoth Lakes Community Water District, Mammoth Lakes Fire Protection District, Southern Mono Healthcare District.



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** February 18, 2025

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT** Letter of Support - Ski Hill Resources  
for Economic Development (SHRED)  
Act

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

Mono County letter of support for the Ski Hill Resources for Economic Development (SHRED) Act.

### RECOMMENDED ACTION:

### FISCAL IMPACT:

**CONTACT NAME:**

**PHONE/EMAIL:** /

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

☐ YES ☒ NO

### ATTACHMENTS:

Click to download
<a href="#">Letter of Support - SHRED Act</a>

### History

Time	Who	Approval
2/13/2025 11:07 AM	County Counsel	Yes
2/12/2025 3:28 PM	Finance	Yes
2/13/2025 12:54 PM	County Administrative Office	Yes



Jennifer Kreitz~District One   Rhonda Duggan~District Two   Paul McFarland~District Three  
John Peters~District Four   Lynda Salcido~District Five

## BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5530

[BOS@mono.ca.gov](mailto:BOS@mono.ca.gov)

*Queenie Barnard, Clerk of the Board*

February 13, 2025

The Honorable Michael Bennet  
United States Senate  
261 Russell Senate Office Building  
Washington, D.C. 20510

Subject: Support for the SHRED Act

Dear Senator Bennet,

On behalf of the Mono County Board of Supervisors, we write to express our strong support for the Ski Hill Resources for Economic Development (SHRED) Act. This important legislation will ensure that a greater share of ski area permit fees collected by the U.S. Forest Service (USFS) is reinvested into the local forests and communities that sustain the outdoor recreation economy.

Mono County is home to Mammoth Mountain Ski Area and June Mountain Ski area, both major economic drivers for our region and critical partners in maintaining access to public lands. The reinvestment provisions in the SHRED Act directly align with the Mono County Legislative Platform, particularly our commitment to:


- **Public Lands and Recreation:** Supporting policies that enhance outdoor recreation infrastructure and improve public access to federal lands.
- **Forest Health and Resilience:** Advocating for sustainable forest management practices and wildfire mitigation efforts to protect our communities and recreation-based economy.
- **Economic Development:** Ensuring that revenue generated from public land use contributes to local economies, supports critical services, and enhances visitor experiences.

By directing ski area permit fees toward local recreation improvements, visitor services, and wildfire prevention, the SHRED Act provides much-needed resources to sustain the forests that

Mono County residents and visitors rely upon. Additionally, ensuring that USFS retains a portion of these funds for permitting efficiency aligns with our priority of reducing bureaucratic delays that impact rural economies.

We appreciate your leadership in introducing this legislation and urge Congress to advance it swiftly. Please do not hesitate to reach out if we can assist in advocating for its passage.

Sincerely,

  
Lynda Salcido (Feb 13, 2025 09:12 PST)

Lynda Salcido  
Board Chair  
Mono County Board of Supervisors

cc: Mono County Board of Supervisors  
The Honorable Kevin Kiley, U.S. House of Representatives  
The Honorable Alex Padilla, U.S. Senate  
The Honorable Adam Schiff, U.S. Senate  
The Honorable Marie Alvarado-Gil, California State Senate District 4  
The Honorable David Tangipa, California State Assembly District 8  
Alpine County Board of Supervisors  
El Dorado County Board of Supervisors  
Nevada County Board of Supervisors  
San Bernardino County Board of Supervisors  
Pat Blacklock, Rural County Representatives of California  
Catherine Freeman, California State Association of Counties  
Mammoth Lakes Town Council  
Lesley Yen, Inyo National Forest  
Jon Stansfield, Humboldt Toiyabe National Forest  
Alterra Mountain Company



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** February 18, 2025

**Departments: Community Development**

**TIME REQUIRED** PUBLIC HEARING: 9:00 AM (30 minutes)

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Erin Bauer, Planning Analyst

**SUBJECT** PUBLIC HEARING: Appeal of  
Planning Commission Denial of Use  
Permit 24-02/VHR Poe

### AGENDA DESCRIPTION:

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

Public Hearing regarding appeal of UP 24-009/VHR Poe, an application to conduct transient rental of a single-family dwelling at 19 Willow Ave. in June Lake.

### RECOMMENDED ACTION:

Conduct public hearing. Consider and affirm, affirm in part, or reverse the previous determination of the Planning Commission regarding Use Permit 24-009/VHR Poe, or remand Use Permit 24-009/VHR Poe back to the Planning Commission for consideration of additional information.

### FISCAL IMPACT:

Potential tax revenue may be generated if the property owner is allowed to conduct transient rentals.

**CONTACT NAME:** Erin Bauer

**PHONE/EMAIL:** 7609244602 / ebauer@mono.ca.gov

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

☐ YES ☒ NO

### ATTACHMENTS:

Click to download
<input type="checkbox"/> <a href="#">0 staff report</a>
<input type="checkbox"/> <a href="#">1 Resolution</a>
<input type="checkbox"/> <a href="#">2 PC staff report</a>
<input type="checkbox"/> <a href="#">3 Appeal application</a>
<input type="checkbox"/> <a href="#">4 PH Appeal Notice</a>
<input type="checkbox"/> <a href="#">5 Appeal public comment</a>



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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
2/11/2025 3:56 PM	County Counsel	Yes
2/11/2025 9:05 AM	Finance	Yes
2/11/2025 8:25 PM	County Administrative Office	Yes

# MONO COUNTY

## COMMUNITY DEVELOPMENT DEPARTMENT

PO Box 347  
Mammoth Lakes, CA 93546  
760- 924-1800 phone, 924-1801 fax  
[commdev@mono.ca.gov](mailto:commdev@mono.ca.gov)

### Planning Division

PO Box 8  
Bridgeport, CA 93517  
760-932-5420 phone, 932-5431 fax  
[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

February 18, 2024

To: Honorable Members of the Board of Supervisors

From: Erin Bauer, Planning Analyst

Re: Appeal of the Planning Commission's Denial of Conditional Use Permit 24-009/VHR Poe



Figure 1: Front and rear views of 19 Willow Avenue

## Recommendation

Following the public hearing, affirm, affirm in part, or reverse the previous determination of the Planning Commission regarding Use Permit 24-009/VHR Poe, or remand Use Permit 24-009/VHR Poe back to the Planning Commission for consideration of additional information.

A draft resolution (Attachment 1) containing the required findings is provided should the Board affirm the Planning Commission's denial of the use permit. If the Board's intention is to grant the appeal and reverse the Planning Commission's decision, staff recommends that the Board move to tentatively grant the appeal and direct staff to return with written findings within 30 days.

## Fiscal Impact

Potential tax revenue may be generated if the property owner is allowed to conduct transient rentals (overnight rental for fewer than 30 consecutive days).

# MONO COUNTY

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## Background

On December 19, 2024, the Planning Commission voted unanimously to deny Use Permit 24-009/VHR Poe. The Use Permit would have allowed transient rental of a single-family residence. The Applicants, Collin and Lindsay Poe, submitted an appeal in accordance with the Mono County General Plan Land Use Element, Chapter 47, Appeals.

This appeal hearing was scheduled in compliance with General Plan procedures. On appeal of Planning Commission decisions, the Board of Supervisors serves as the appeal body, and may render a final decision on the project. Appeals shall be de novo (i.e., the appeal body is not limited to a review of the record before the decision maker and the entire case may be repeated), except that the scope of the appeal shall be limited to those matters from which an appeal is taken. The decision shall be final, unless a judicial action challenging the same is commenced within the time provided by law.

## Project Description

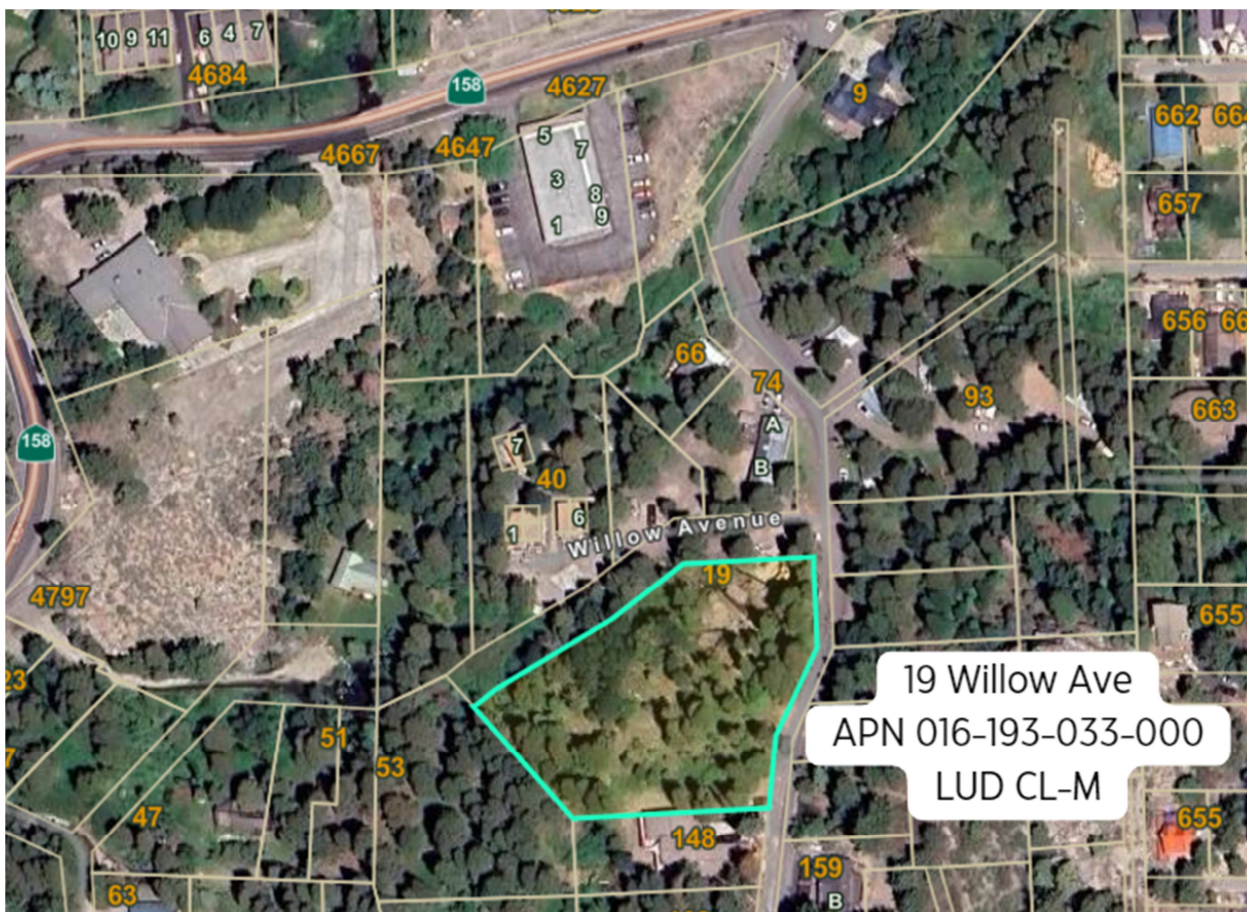


Figure 2: Parcel Map

The property is located at 19 Willow Avenue, APN: 106-193-033-000, in the Down Canyon area of June Lake and contains one single-family dwelling. The two-story, 1,519-square foot (sf) single family dwelling (incorrectly identified as 1,698-sf in earlier reports and presentations) includes two bedrooms, two full bathrooms, a powder room, and a kitchen along with living space,



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deck, and storage. Four single beds allow one of the living rooms to double as a bunk room. See Figure 1 for front and rear views of the exterior of this newly constructed residence.

As shown in Figure 2, the 1.12-acre parcel sits at the intersection of Aspen Road and Willow Avenue. Its land use designation of Commercial Lodging—Moderate (“CL-M”) is intended for short-term commercial lodging in close proximity to residential areas, and the Land Use Element of the General Plan allows for transient rental of detached single-family dwellings on parcels designated for Commercial Lodging via Director Review or Use Permit if the project is controversial.

On April 16, 2024, the Mono County Board of Supervisors adopted Resolution R24-038 which states, in part, that “[s]hort-term rental projects are controversial, and therefore any such proposed project application that may be subject to a Director Review Permit shall be elevated to a Use Permit pursuant to General Plan Land Use Element (GP LUE) §31.010.”

The application was therefore elevated to a Use Permit and presented to the Planning Commission on December 19, 2024. Following a staff presentation, comments from the public, and discussion among the Commissioners, they determined that the findings required for the Use Permit could not be made, as stated in the alternative findings of the staff report, and voted unanimously to disapprove the Use Permit for transient rentals of the single-family dwelling.

## Planning Commission Hearing

The Planning Commission staff report (Attachment A) provides a detailed description of the proposal, supporting information, written comments received and findings considered by the Commission at the December 19, 2024, hearing.

During the public hearing, the applicant made statements and answered questions from the Commissioners. Two neighborhood property owners made comments in opposition to the Project during the public comment period. The Commissioners discussed what uses should be permittable on the project parcel, taking into consideration the needs of the community, the rights of the property owner, the existing land use designation, and the constraints imposed by existing infrastructure.

Several Commissioners indicated that, because this was a difficult and complex decision, the Use Permit should be elevated to the Board of Supervisors.

A video recording of the meeting can be found online ([Planning Commission | Mono County California](https://www.monocounty.ca.gov/planning-commission/page/planning-commission-7)<sup>1</sup>). Discussion of the application begins at the 00:05:00 time stamp and lasts until 01:50:00.

00:05:00-00:19:00 Presentation of staff report.

00:19:00-00:29:00 Question and answer regarding staff report.

00:29:00-00:38:00 Applicant statement, questions from Commissioners for applicant.

00:39:00-01:01:00 Public comment.

01:01:00-01:06:30 Clarifications from Community Development Director, plus questions from Commissioners. Input from County Counsel.

01:06:45-01:09:30 Additional remarks from applicant.

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<sup>1</sup> <https://www.monocounty.ca.gov/planning-commission/page/planning-commission-7>

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01:10:30-1:12:00 Final remarks from public.

01:12:00 Final remarks from applicant.

01:12:45 Public comment closes.

01:13:00-1:47:00 Discussion from Planning Commissioners. Additional input from Community Development Director and County Counsel.

1:47:00-1:50:00 Planning Commission votes on UP 24-009 Poe.

## Planning Commission Deliberation

Key topics of discussion at the hearing are listed below, followed by additional information.

1. What uses the property owner is entitled to by right, as compared to uses that are subject to discretionary future approvals.
2. Challenges and concerns relating to emergency evacuations, as Aspen Road narrows from a two-lane road to a one-lane road immediately after it intersects with Willow Avenue.
3. The need for long-term housing in June Lake.

### 1. Land Use Designation

The land use designation assigned to 19 Willow Ave is Commercial Lodging. This designation is intended for short-term commercial lodging units and has been divided into two types: Commercial Lodging—Moderate (CL-M), for short-term occupation in or near residential uses, and Commercial Lodging—High (CL-H), for short-term commercial lodging units in close proximity to commercial or recreational centers.

The subject parcel is designated CL-M. According to department institutional memory, the property was designated CL-M because a corridor of properties along State Route (SR) 158 and down Aspen Road already provided visitor lodging services at the time the General Plan and land use designations were adopted. Because this property was an extension of that corridor and transitioned to the smaller residential parcels in the subdivision, it met the CL-M intent.

The uses that are permitted by-right in CL-M can be constructed with ministerial permits approved at the staff level, such as a building permit. The permitted uses on a CL-M parcel are included below and are the only uses that a property owner is reasonably guaranteed as long as a proposed project meets applicable codes, standards, and regulations:

#### PERMITTED USES

- Single-family dwelling (manufactured homes are not permitted)
- Duplexes and triplexes
- Accessory buildings and uses<sup>1</sup>
- Animals and pets (see Animal Standards Section 04.270)
- Home occupations (see Home Occupation regulations, Section 04.290)
- Transitional and Supportive Housing including Single Room Occupancy facilities<sup>5</sup>
- Outdoor cultivation of a maximum of six mature and 12 immature cannabis plants under the Compassionate Use Act
- Transient rentals (rentals for fewer than 30 consecutive days) in developments where units are under individual ownership

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A single-family dwelling, such as the one the Applicant constructed at 19 Willow Avenue, is permitted by-right on parcels designated for CL-M. Upon acquiring the property, the Applicant required only a building permit to begin construction. “Transient rentals (rentals for fewer than 30 consecutive days) in developments where units are under individual ownership” is also listed as outright permitted; however, the language indicates individual units in a development, implying a multi-family project such as apartments or condominiums, and “Transient rentals ... in single-family residential units” are specifically stated as subject to Director Review (see below). Transient rentals of a single-family dwelling are therefore not included in the types of transient rentals listed as a permitted use without discretionary review.

Other uses on the parcel (see below) may be permitted subject to a discretionary review process (Director Review or Use permit) and if certain findings can be made. To receive authorization for these uses, an applicant must submit an application to the planning department and approval is not guaranteed. A Director Review permit is approved at the staff level and a Use Permit is approved by the Planning Commission at a noticed public hearing. The 17 nightly rental units referenced in the applicant’s appeal form would be subject to a use permit application for hotels, motels, lodges, etc.

#### **USES PERMITTED SUBJECT TO DIRECTOR REVIEW** (Director Review Processing, Ch. 31)

- Transient rentals (rentals for fewer than 30 consecutive days) in single-family residential units, including accessory dwelling units, and multi-family units under single ownership of up to three dwelling units

#### **USES PERMITTED SUBJECT TO USE PERMIT** (Use Permit Processing, Ch. 32)

- Mobile-home parks (see Dev. Standards –Mobile-home and RV Parks, Ch. 17), campgrounds and glamping
- Recreational-vehicle parks (see Ch. 17)
- Projects containing four or more units such as condominiums, cooperatives, townhomes, cluster developments, and/or apartments
- Hotels, motels, lodges, bed-and-breakfast establishments, cabins and other uses found to be similar by the Commission. Ancillary uses such as limited dining, lounges and convenience retail, provided the ancillary use does not occupy more than 25% of the project's habitable space
- Transient rentals (fewer than 30 consecutive days) in multi-family units under single ownership of four or more dwelling units
- Conversion of five or more apartment units into transient rentals
- Conversion of existing habitable space into ancillary uses
- Parking lots and parking structures other than required off-street parking
- Construction of an accessory building prior to construction of the main building

The dwelling at 19 Willow Avenue is a single-family residential unit, and absent Resolution R24-038, transient rentals would be permissible via Director Review. However, Resolution R24-038 determined that because short-term rentals are controversial because of the shortage of housing in Mono County, any such application should instead be elevated to a Use Permit. In no case would transient rentals have been permitted outright without further review and approval.

## 2. Parking, Access and Circulation

The project parcel is located at the intersection of Aspen Road and Willow Avenue, part of a small subdivision in the Down Canyon area of June Lake.

Aspen Road provides the neighborhood’s only access to SR 158. The road has two lanes where it meets the highway but shortly beyond the project parcel, as seen in Figure 3, the two-lane road narrows to a one-lane road.



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Figure 3: Aspen Road, facing June Mountain

Aspen Road is a County-maintained street and plowed by the County in winter. Surrounding roads in this subdivision, including Willow Avenue, have not been accepted into the County road system and are the responsibility of homeowners to maintain.

Willow Avenue, which provides access to the driveway of the proposed rental unit, has one paved lane and unpaved shoulders (Figure 4).

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Figure 4: Willow Ave, facing dead end

As seen in Figure 4, and more clearly in Figure 5, the driveway of 19 Willow Ave slopes upward from the road.



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Figure 5: Driveway of 19 Willow Ave

### 3. Housing Shortage

The Commissioners deliberated on the impact of approving the transient rental of 19 Willow Avenue on the neighborhood and the public welfare. The continuing lack of available housing for local residents and the option to use the single-family residence as long-term housing were discussed.

## Findings Adopted by the Planning Commission

The Commission deliberated on the four required findings, in accordance with the General Plan Chapter 32, Use Permit. Draft findings were presented with an option to approve the project and an alternative option to deny the project. The Commission adopted the alternative findings, listed below, and issued a denial.

*Use Permit Finding 1: All applicable provisions of the Land Use Designations and Land Development Regulations are complied with, and the site of the proposed use is adequate in size and shape to accommodate the use and to accommodate all yards, walls and fences, parking, loading, landscaping and other required features.*

The Commercial Lodging-Moderate land use designation is intended for visitor support services and short-term lodging, and the site meets all residential design requirements.

This finding can be made.

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Use Permit Finding 2: *The site for the proposed use relates to streets and highways adequate in width and type to carry the quantity and kind of traffic generated by the proposed use.*

A newly constructed and occupied residence generates traffic, and the new unit, even if used as a transient rental, will not generate more traffic than a new residential unit when occupied full-time.

This finding can be made.

Use Permit Finding 3: *The proposed use will not be detrimental to the public welfare or injurious to property or improvements in the area in which the property is located.*

Due to the lack of housing availability for local residents and employees, the use of residential housing stock for short-term rental is detrimental to the public welfare and results in, for example, persons resorting to living in non-compliant facilities such as recreational vehicles and trailers. Until housing availability increases, allowing the rental of residential property to visitors rather than use as a traditional residence by the owner or rental to persons in need of housing to live in the area is detrimental to the public welfare. Visitor accommodations should be provided intentionally through facilities built for that purpose, such as hotels and motels.

Because of proximity to residential areas, the project has the potential to be incompatible with adjacent neighborhoods and create land use conflicts, and is therefore inconsistent with policies 13.C.1. and 13.F.<sup>2</sup>

This subdivision design would not be approved today under the state minimum fire safe standards. While nothing in state law requires that access be upgraded to comply, the lack of a secondary emergency egress route is a potential safety issue for the neighborhood.

This finding cannot be made.

Use Permit Finding 4: *The proposed use is consistent with the map and text of the Mono County General Plan because:*

- a. The CL-M land use designation provides for transient rentals, subject to Director Review or Use Permit.
- b. June Lake Area Plan policies encourage a diverse set of commercial uses, including lodging.

This finding can be made.

## New Public Comment

Four comments were received by email prior to publication deadlines for this staff report. Two are in support of the appeal, two are opposed, and all are included in Attachment 5. Key points are summarized below.

- Rental properties contribute to the growth and transformation of June Lake, attract tourists, and provide jobs to local residents.

<sup>2</sup> Policy 13.C.1. and Objective 13.F. are found in the June Lake Area Plan, part of the Land Use Element of the Mono County General Plan, and read: "Policy 13.C.1. Encourage compatible development in existing and adjacent to neighborhood areas," and "Objective 13.F. Protect existing and future property owners and minimize the possibility of future land ownership/use conflicts through the building and planning permit processes."

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- A high-quality rental with the amenities of a home is appealing to visitors, and preserves neighborhood character better than a motel or hotel complex would.
  - *Staff response: Multiple rental cabins or visitor accommodation properties with the amenities of a home could be constructed to commercial lodging occupancy standards on this lot subject to a use permit. The complex would not be considered short-term rentals/vacation home rentals, but rather would be considered visitor lodging.*
- There are enough short-term rentals in the area.
- Significant impacts to egress in the event of a fire.
  - *Staff response: The June Lake Fire Department has expressed concern about adding additional traffic to Aspen Road during an emergency event or evacuation situations. Housing tracts with one-way roads and dead-end roads pose challenges for fire crews, which are heightened by the introduction of additional, non-residential occupants. However, Planning Commission discussion noted visitors are likely to evacuate more quickly and easily than residents, reducing the impact of visitors on evacuation logistics.*
- Objection to the determination that the project qualifies for an exemption under CEQA 15301 for Existing Facilities.
  - The dwelling should not be considered an existing facility.
    - § *Staff response: The issuance of building permits is ministerial and exempt from the requirements of CEQA. The structure was existing at the time the application was received and therefore, for the purposes of CEQA, is the baseline condition and an existing facility.*
  - Short-term rentals pose health and safety concerns that require CEQA review.
    - § *Staff response: As described in the “CEQA Compliance” section below, the rental unit will be used in a manner similar to occupancy by full-time residents and therefore does not generate any new CEQA impacts. Potential impacts such as aesthetics, noise, parking, utilities, etc. are addressed by MCGP LUE Chapter 26. Further, the conversion of a single-family residence to office use is covered under the §15301 exemption, as is the use of a single-family residence as a small family day care home, both of which are arguably more intensive uses than continuation as living quarters. Any additional vehicle traffic by visitors that may be generated by the conversion of full-time residential use to a transient use would not exceed these types of uses.*
- Impacts to density, traffic, and neighborhood character.
  - *Staff response: Section 26.040 of the General Plan Land Use Element introduces standards and requirements for transient rentals that mitigate these impacts. 26.040.C. imposes a maximum occupancy based on the number of bedrooms in the dwelling and caps the total number of occupants for any transient rental at ten. Section 26.040.D. establishes parking requirements, and a condition of approval limits the number of vehicles parked at the property to two, matching the number of available spaces. Additional requirements in 26.040 address health and safety standards, sign and notification requirements, trash and solid waste removal, and snow removal, measures that protect neighborhood character. Historically, code enforcement complaints of neighborhood disturbances are almost entirely attributable to unpermitted rental activity. Only a couple instances of disturbance by permitted rentals have been documented, and these were quickly corrected as the owners/managers are incentivized to come into compliance to retain their permits.*

## Appeal Proceedings

The Board of Supervisors may:

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- a) uphold the Planning Commission's findings and disapproval of the project,
- b) overturn the Planning Commission's disapproval and make alternative findings approving the project,
- c) remand the project back to the Planning Commission for reconsideration due to new information, or
- d) make alternative findings that support a conclusion not listed here.

If the Board chooses to overturn the Planning Commission's denial, the recommendation is to tentatively grant the appeal, state the reasons for granting the approval and the alternative findings to be made, and direct staff to return with a new Resolution for Board approval within 30 days.

This staff report has been reviewed by the Community Development Director.

## Attachments

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1. Resolution denying the application and upholding the Planning Commission's decision
2. UP 24-009/VHR Poe staff report, including notices and public comments
3. Completed appeal application
4. Notice of appeal to Mammoth Times
5. Public comment on the appeal



R25-\_\_

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS DENYING THE APPEAL OF  
THE PLANNING COMMISSION DECISION ON DECEMBER 19, 2024, WHICH  
DISAPPROVED USEPERMIT 24-009/POE TO ALLOW TRANSIENT RENTAL OF A  
SINGLE-FAMILY DWELLING AT 19 WILLOW AVENUE (APN 016-193-033-000)**

**WHEREAS, the property owner of 19 Willow Avenue, June Lake, Assessor's Parcel Number 016-193-033-000, requested authorization to conduct the transient rental (overnight rental for fewer than 30 consecutive days) of the single-family dwelling on the property; and**

**WHEREAS, a transient rental on this parcel designated Commercial Lodging – Moderate is subject to a Director Review permit but was elevated to a Use Permit pursuant to Board Resolution R24-038 which states short-term rentals are controversial; and**

**WHEREAS, all use and development of private land within the unincorporated area of Mono County shall fully comply with any and all applicable requirements of the Mono County General Plan, which incorporated the Mono County Code by this reference as though fully set forth, as the same may be amended from time to time, and any applicable area or specific plans, which are also incorporated by this reference; and**

**WHEREAS, on December 19, 2024, the Planning Commission held a duly noticed public hearing to consider the proposed project, and unanimously voted 5-0 to disapprove the use permit for the project; and**

**WHEREAS, the Planning Commission determined the project detrimental to public welfare due to the use of residential housing stock for visitors rather than long-term housing, incompatibility of the project with adjacent neighborhoods and the creation of land use conflicts, and concerns over secondary emergency egress access; and**

**WHEREAS, the applicant appealed the Planning Commission's decision pursuant to General Plan Land Use Element Chapter 47; and**

**WHEREAS, on February 18, 2025, the Board of Supervisors held a public hearing regarding the appeal of the Planning Commission's decision.**

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

Having reviewed and considered all information and evidence presented, including public testimony, written comments, staff report and presentations, the Board of Supervisors denies the appeal of the Planning Commission's determination to disapprove Use Permit 24-009 Poe



(VHR) to conduct transient rentals at 19 Willow Avenue and upholds the Planning Commission's findings, specifically:

Use Permit Finding 3: *The proposed use will not be detrimental to the public welfare or injurious to property or improvements in the area in which the property is located.*

Due to the lack of housing availability for local residents and employees, the use of residential housing stock for long-term rental is detrimental to the public welfare and results in, for example, persons resorting to living in non-compliant facilities such as recreational vehicles and trailers. Until housing availability increases, allowing the rental of residential property to visitors rather than use as a traditional residence by the owner or rental to persons in need of housing to live in the area is detrimental to the public welfare. Visitor accommodations should be provided intentionally through facilities built for that purpose, such as hotels and motels.

Because of proximity to residential areas, the project has the potential to be incompatible with adjacent neighborhoods and create land use conflicts, and is therefore inconsistent with policies 13.C.1. and 13.F. <sup>1</sup>

This subdivision design would not be approved today under the state minimum fire safe standards. While nothing in state law requires that access be upgraded to comply, the lack of a secondary emergency egress route is a potential safety issue for the neighborhood.

This finding cannot be made.

**BE IT FURTHER, RESOLVED,** that the Mono County Board of Supervisors

**PASSED, APPROVED and ADOPTED** this 18<sup>th</sup> day of February 2025, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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Lynda Salcido, Chair  
Mono County Board of Supervisors

**ATTEST:**

**APPROVED AS TO FORM:**

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Clerk of the Board

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County Counsel

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December 19, 2024

To: Mono County Planning Commission

From: Erin Bauer, Planning Analyst

Re: Use Permit 24-009/VHR Poe

## Options

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### *Option #1:*

1. Find that the project qualifies as a Categorical Exemption under CEQA guideline §15301 and instruct staff to file a Notice of Exemption;
2. Make the required findings as contained in the project staff report; and
3. Approve Use Permit 24-009, subject to attached Conditions of Approval.

### *Option #2*

As contained in the staff report, determine that the required Use Permit findings cannot be made and disapprove the project. Disapproval of a project is a Statutory Exemption under CEQA Guidelines §15270.

## Project Background

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The applicant proposes to use a newly constructed residence at 19 Willow Avenue (APN: 106-193-033-000) in June Lake as a transient rental (rental for fewer than 30 consecutive days).

Transient rentals of single-family residential units in non-residential land use designations are typically subject to a Director Review permit. However, on April 16, 2024, the Mono County Board of Supervisors adopted Resolution R24-038 which states, in part, that “[s]hort-term rental projects are controversial, and therefore any such proposed project application that may be subject to a Director Review Permit shall be elevated to a Use Permit pursuant to General Plan Land Use Element (GP LUE) §31.010.”

This transient rental application has therefore been elevated to an application for a Use Permit.

## Project Setting

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The 1.12-acre parcel is designated for Commercial Lodging—Moderate (CL-M) which is intended for short-term commercial lodging units in close proximity to commercial or recreational centers, such as the nearby June Mountain Ski Resort, and caps building density at 15 dwelling units per acre.

As shown in Figure 1, the parcel borders both Aspen Road and Willow Avenue. Surrounding designations, pictured in Figure 2, are a mix of Commercial Lodging, Single-Family Residential, Multi-Family Residential, and Commercial.



### Figure 2: Surrounding Land Use Designations

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## Project Description

The two-story, 1,698-sf residence includes two bedrooms, two full bathrooms, a powder room, and a kitchen along with living space, deck, and storage. One of the living rooms will double as a bunk room, with additional single beds. A 740-sf driveway provides access to two uncovered 10'x20' parking stalls from Willow Avenue.

Figure 3 shows the residence from three angles, and Figure 4 shows a site plan for the residence.



Figure 3: Exterior of residence

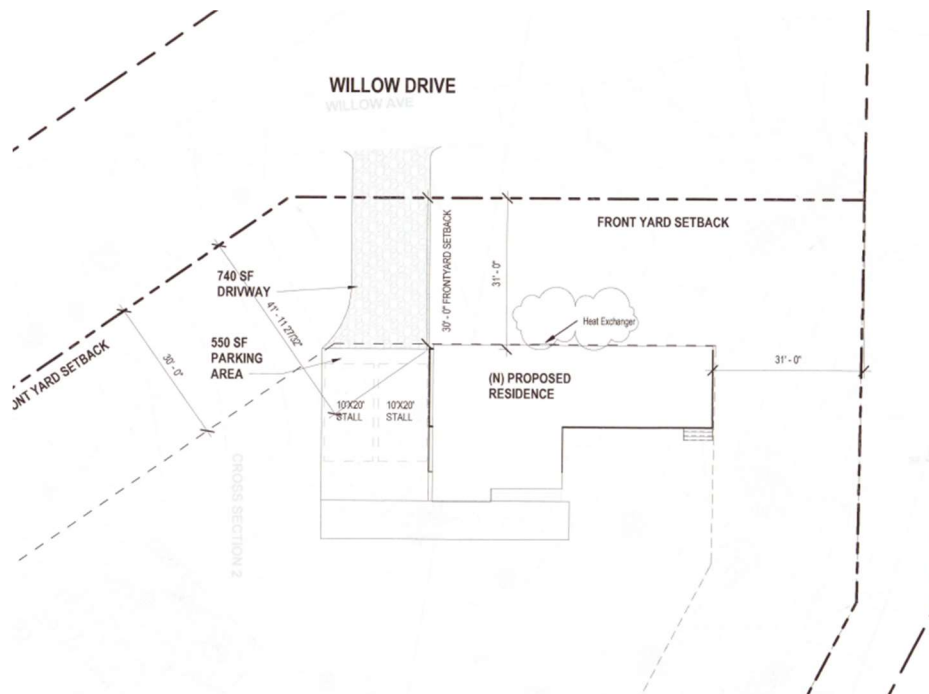


Figure 4: Site plan for residence

With two bedrooms, the rental is allowed a maximum of six overnight guests. The project is subject to all standards set forth by Chapter 26, Transient Rentals, and will also require a Vacation Home Rental Permit,

# MONO COUNTY

## COMMUNITY DEVELOPMENT DEPARTMENT

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business license, transient occupancy tax (TOT) certificate, and Housing Mitigation Ordinance (HMO) fee payment of \$4.76 per square foot, as of November 2024, if approved by the Planning Commission.

An LLC registered in Montana, “00 Aspen Road,” has owned the property since 2022. Mono County General Plan Land Use Element (MCGP LUE) §26.030.A. requires that an “applicant for a vacation home rental permit shall be either the owner of title to the subject property or his or her expressly authorized representative. The authorization shall be in writing and notarized.” The applicants have presented proof that they are authorized representatives of 00 Aspen Road.

The applicant intends to build a lodge complex with several additional rental units on the property. A review of County regulations at time of purchase led them to assume that, since a single residential unit could be permitted for short-term rentals and the CL designation is intended for higher density, new construction of multiple residential units intended for short-term rentals would be acceptable. The cost of construction required building in stages and the applicant began construction with one single-family residence. Building permit B22-168 was approved for the unit in 2022 and construction finished in the fall of 2024. No application for the intended lodge complex has been received at this time.

## Mono County General Plan Consistency

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### Development Standards

#### *Land Use Designation*

The parcel is designated for Commercial Lodging—Moderate (CL-M) which is intended for short-term commercial lodging units in close proximity to commercial or recreational centers, such as the nearby June Mountain Ski Resort.

Until Resolution R24-038 was passed in April of 2024, transient rentals were permitted on CL parcels under the following conditions: Transient rentals in developments where units are under individual ownership, such as condos, were permitted outright, while transient rentals in single-family residential units, such as the applicant’s, but also including accessory dwelling units and multi-family units under single ownership of up to three dwelling units, were permitted subject to Director’s Review.

Projects containing four or more units such as condominiums, as well as hotels, motels, lodges, bed-and-breakfast establishments, and cabins are permitted subject to Use Permit.

#### *Parking & Access*

MCGP LUE §26.030.B.4. requires transient rentals to comply with parking requirements set forth in the General Plan.

***§26.030.B.4.*** *The property must be certified by the Community Development Department as complying with parking requirements and any applicable land use regulations set forth in the Mono County General Plan;*

Table 06.010 sets parking requirements based on use. The structure is a single-family residence, which requires two parking spaces. However, a transient rental is also similar to a bed-and-breakfast or commercial lodging establishment. A bed-and-breakfast located on parcels designated CL must abide by commercial

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lodging requirements, which require one space per sleeping room plus one space for each two employees on the largest shift. Because the residence at 19 Willow Street has two bedrooms and no employees, the required number of parking spaces in all the most similar use cases is the same: two.

The two uncovered parking stalls are 10'x20', meeting County minimums. In a commercial lodging structure, one of those parking stalls would have to be ADA-compliant, and at least 14'x20'. However, the building was built to residential codes which do not require accessible parking and the transient rental use is similar to a residential use (see CEQA section below).

The parcel is access by Aspen Road, which is a County-maintained street and plowed by the County in winter. Surrounding roads in this subdivision, including Willow Avenue, have not been accepted into the County road system and are the responsibility of homeowners to maintain.

### *Lot Coverage*

The new residence, including the house, deck, parking area, and driveway, created a total of 2,640-sf of impervious area on the 1.12-acre property, totaling 5.4% of impervious area, well below the maximum of 60%.

### *Setbacks*

The residence is set 31' back from both Willow Drive and Aspen Road, ensuring that it meets not only commercial lodging requirements (a 10' front setback, a 5' rear setback, and no side setbacks) but also the 30' setbacks required by Calfire's State Minimum Fire Safe Regulations.

## Dark Sky Regulations

Building permit B22-168 required compliance with Dark Sky Regulations as a condition of approval, and compliance is also a condition of approval for this Use Permit. Additionally, all existing exterior light fixtures were reviewed and found in compliance with Chapter 23 of the MCGP LUE on Dark Sky Regulations.

## Countywide Land Use Policies

Several of the countywide land use policies in the General Plan's Land Use Element emphasize the importance of finding a balance between the competing interests of residents and visitors:

***Goal 1.** Maintain and enhance the environmental and economic integrity of Mono County while providing for the land use needs of residents and visitors.*

***Objective 1.C.** Provide a balanced and functional mix of land uses.*

***Objective 1.D.** Provide for the housing needs of all resident income groups, and of part-time residents and visitors.*

Individual policies and actions call for a variety of lodging facilities, including commercial lodging:

***Policy 1.D.1.** Designate adequate sites for a variety of residential development in each community area.*

***Policy 1.D.3.** Designate a sufficient amount of land for a variety of lodging facilities*

***Action 1.D.3.a.** Designate suitable areas in communities as "Commercial Lodging."*



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Several of the countywide land use policies address short-term rentals, focusing especially on limiting short-term rentals in residential land use designations. The parcel under consideration is designated for commercial lodging of moderate density, although it is bordered by residential properties.

However, Aspen is a dead-end road, with only one point of vehicular ingress/egress. Policy 1.M.3. allows for overnight rental applications in residential designations to be denied in neighborhoods where safety or infrastructure characteristics are incompatible with visitor use, and Action 1.M.3.a. identifies a single access point to/from a neighborhood as an emergency access issue. This policy is not strictly applicable to the project as the site is not a residential designation; however, the issue of one point of access remains inconsistent with current state standards.

**Policy 1.M.3.** In addition to reasonable opposition by the neighborhood, short-term rental applications may be denied in neighborhoods with certain safety and/or infrastructure characteristics that are not compatible with visitor use, or where conflicts with other regulations exist.

**Action 1.M.3.a.** Short-term rental applications may be denied where one or more of the following safety or infrastructure conditions exist:

- Emergency access issues due to a single access point to/from the neighborhood (see Safety Element, Objective 5.D. and subsequent policies, and Land Use Element 04.180).
- Access to the parcel, in whole or part, includes an unimproved dirt road (e.g., surface is not paved or hardened with a treatment) and/or roads are not served by emergency vehicles.
- The majority of parcels in a neighborhood/subdivision are substandard or small (less than 7,500 square feet), potentially resulting in greater impacts to adjacent neighbors and/or changes to residential character.
- Current water or sewer service is inadequate or unable to meet Environmental Health standards.

## June Lake Area Plan

The policies contained in the June Lake Area Plan acknowledge the complexity of transient rental permits in a community with limited housing and a strong reliance on tourism. The most pertinent objective simply urges decision-makers to use their best judgment:

***Objective 13.M.*** To balance the character of single-family residential neighborhoods and the tourist economy, utilize a mix of best practices, creative solutions, and regulatory mechanisms, as guided by public input and engagement, to address the complexity of short-term rentals.

Objectives 13.B. and 13.H. also emphasize balance:

***Objective 13.B.*** Promote well-planned and functional community development that retains June Lake's mountain-community character and tourist-oriented economy.

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***Objective 13.H.*** Balance the development of recreational facilities with the adequate provision of public amenities, employee and visitor housing, infrastructure, and circulation facilities.

The subject parcel is located in the Down Canyon area, a short distance past the June Mountain Ski Area, an area addressed in Objective 13.K.:

***Objective 13.K.*** Retain the Down Canyon's single-family residential character while providing for additional commercial development along SR 158 and pockets of higher-density residential uses.

***Policy 13.K.1.*** Retain the area's single-family residential character while allowing for pockets of higher-density residential developments in areas that have good automobile access and commercial developments, bordering SR 158.

The parcel under consideration is near SR 158 but does not border it. Policy 13.C.1., Action 13.C.1.a., and Policy 13.F. promote cohesive neighborhood character, shaped by land use maps and thoughtful planning:

***Policy 13.C.1.*** Encourage compatible development in existing and adjacent to neighborhood areas.

***Action 13.C.1.a.*** Use the area-specific land use maps, specific plans, the Plan Check and Design Review processes to guide development.

***Policy 13.F.*** Protect existing and future property owners and minimize the possibility of future land ownership/use conflicts through the building and planning permit processes.

Overnight rentals on a CL property within a residential subdivision with substandard lots potentially create a land use conflict because such a neighborhood is very intimate, and activities that may be minor in an area with higher visitor use can be more disruptive.

Approximately two-thirds of the parcels bordering Aspen Road are designated for commercial lodging, while the final third, farthest from the highway, is designated for multi-family residential use. 19 Willow Avenue is located right at the transition from CL to MFR. On the opposite side of Willow Avenue are three parcels designated CL-M, two developed with multi-unit residential structures. At one of these parcels, 40 Willow Avenue, two of the eight units have existing overnight rental permits. The adjacent parcel on Aspen Road is a single-family home designated for Multi-Family Residential—Low. Across Aspen Road are five undeveloped parcels, four designated CL-M and one designated MFR-L.

Finally, Goal 14 emphasizes the importance of providing both residents and visitors with a wide array of options:

***Goal 14.*** Provide residents and visitors with quality housing, a wide array of housing alternatives designed to promote unique experiences, and year-round housing stock; and promote adequate affordable housing.

## Land Development Technical Advisory Committee (LDTAC)

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The application was accepted at LDTAC on October 21, 2024.

# MONO COUNTY

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Conditions of approval were reviewed and approved at LDTAC on December 2, 2024. No public comments were received.

## Noticing

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The project was noticed in *The Sheet* on 11/16/2024.

Notices were mailed on 11/13/24 to owners of property within 300' of the site.

Note that this project is subject to a 10-day public hearing notice, not the 30-day noticing required for projects on residential LUDs.

## Comments Received

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Two comments were received by email and are attached individually. Both comments oppose the project, and objections are summarized below.

- There are enough short-term rentals in the area.
- Objection to the determination that the project qualifies for an exemption under CEQA §15301 for Existing Facilities.
  - *Staff response: As described in the “CEQA Compliance” section below, the rental unit will be used in a manner similar to occupancy by full-time residents and therefore does not generate any new CEQA impacts. Potential impacts such as aesthetics, noise, parking, utilities, etc. are addressed by MCGP LUE Chapter 26. Further, the conversion of a single-family residence to office use is covered under the §15301 exemption, as is the use of a single-family residence as a small family day care home. Any additional vehicle traffic by visitors that may be generated by the conversion of full-time residential use to a transient use would not exceed these types of uses.*
- Significant impacts to egress in the event of a fire.
  - *Staff response: The June Lake Fire Department received notice of this Use Permit application and has not commented. However, a subdivision with this layout would not be approved today in compliance with the State Minimum Fire Safe codes.*
- Impacts to density, traffic, and neighborhood character.
  - *Staff response: Section 26.040 of the General Plan Land Use Element introduces standards and requirements for transient rentals that mitigate these impacts. 26.040.C. imposes a maximum occupancy based on the number of bedrooms in the dwelling and caps the total number of occupants for any transient rental at ten. Section 26.040.D. establishes parking requirements, and a condition of approval limits the number of vehicles parked at the property to two, matching the number of available spaces. Additional requirements in 26.040 address health and safety standards, sign and notification requirements, trash and solid waste removal, and snow removal, measures that protect neighborhood character.*

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- Missing an opportunity to have a needed long-term rental.
  - *Staff response: The applicant constructed this dwelling for the purpose of short-term rentals and has expressed no interest in making it available for long-term rental, and the parcel's designation is intended for visitor lodging.*
- Incentive to develop the remaining property into multiple short-term rentals.
  - *Staff response: The applicant has expressed an intention to further develop 19 Willow Avenue into a lodge complex. A lodge complex would require a Use Permit Modification, and the impacts would be reviewed and evaluated at the time of application.*

## CEQA Compliance

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The project qualifies for a categorical exemption from the requirement for the preparation of environmental documents under CEQA Guideline §15301, Existing Facilities. This exemption encompasses the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination.

Examples include but are not limited to:

- interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances;
- accessory (appurtenant) structures including garages, carports, patios, swimming pools, and fences; and
- conversion of a single-family residence to office use.

The rental unit will be used in a manner not substantially different from occupancy by full-time residents. In addition, transient rentals must comply with Chapter 26 of the MCGP LUE, which addresses aesthetics, noise, parking, utilities, and other concerns.

Therefore, a transient rental can be considered a minor alteration involving negligible or no expansion of use, similar to the conversion of a single-family residence to office use.

## Use Permit Findings

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Use permits may be granted by the Planning Commission only when all of the following findings can be made in the affirmative:

*A. All applicable provisions of the Land Use Designations and Land Development Regulations are complied with, and the site of the proposed use is adequate in size and shape to accommodate the use and to accommodate all yards, walls and fences, parking, loading, landscaping and other required features.*

The Commercial Lodging-Moderate land use designation is intended for visitor support services and short-term lodging, and the site meets all residential design requirements. This finding can be made.



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*B. The site for the proposed use relates to streets and highways adequate in width and type to carry the quantity and kind of traffic generated by the proposed use.*

A newly constructed and occupied residence generates traffic, and the new unit, even if used as a transient rental, will not generate more traffic than a new residential unit when occupied full-time. This finding can be made.

*C. The proposed use will not be detrimental to the public welfare or injurious to property or improvements in the area in which the property is located.*

- a. The proposed use is not expected to cause significant environmental impacts.
- b. The property is designated for moderate-density commercial lodging, and the proposed use is consistent with its designation.
- c. The applicant shall comply with requirements established in Mono County General Plan Chapter 26, Transient Rental Standards & Enforcement in Nonresidential and MFR-H Land Use Designations and TRODs. The standards and requirements minimize fire hazards, noise, traffic, parking conflicts, and disturbance to the peace and quiet.
- d. The use permit process provides decision makers and the public the opportunity to balance competing priorities.

This finding can be made.

### **OR**

Due to the lack of housing availability for local residents and employees, the use of residential housing stock for long-term rental is detrimental to the public welfare and results in, for example, persons resorting to living in non-compliant facilities such as recreational vehicles and trailers. Until housing availability increases, allowing the rental of residential property to visitors rather than use as a traditional residence by the owner or rental to persons in need of housing to live in the area is detrimental to the public welfare. Visitor accommodations should be provided intentionally through facilities built for that purpose, such as hotels and motels.

Because of proximity to residential areas, the project has the potential to be incompatible with adjacent neighborhoods and create land use conflicts, and is therefore inconsistent with policies 13.C.1. and 13.F.

This subdivision design would not be approved today under the state minimum fire safe standards. While nothing in state law requires the access be upgraded to comply, the lack of a secondary emergency egress route is a potential safety issue for the neighborhood.

This finding cannot be made.

*D. The proposed use is consistent with the map and text of the Mono County General Plan because:*

- a. The CL-M land use designation provides for transient rentals, subject to Director Review or Use Permit.
- b. June Lake Area Plan policies encourage a diverse set of commercial uses, including lodging.

This finding can be made.

# MONO COUNTY

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This staff report has been reviewed by the Community Development Director.

## Attachments

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1. Public Hearing Notice.
2. November 16 notice to *The Sheet*.
3. Public Comments

# MONO COUNTY

## Planning Commission

### NOTICE OF DECISION & USE PERMIT

**USE PERMIT:** UP 24-009

**APPLICANT:** Collin Poe

**ASSESSOR PARCEL NUMBER:** 016-193-033-000

**PROJECT TITLE:** UP 24-009 Poe VHR

**PROJECT LOCATION:** 19 Willow Avenue, June Lake, CA

On December 19, 2024 a duly advertised and noticed public hearing was held and the necessary findings, pursuant to Section 32.010 of the Mono County General Plan, were made by the Mono County Planning Commission. In accordance with those findings, a Notice of Decision is hereby rendered for Use Permit 24-009 subject to the following conditions, at the conclusion of the appeal period.

#### CONDITIONS OF APPROVAL

See attached Conditions of Approval

Any affected person, including the applicant, not satisfied with the decision of the Commission, may within ten (10) days of the effective date of the decision, submit an appeal in writing to the Mono County Board of Supervisors.

The appeal shall include the appellant's interest in the subject property, the decision or action appealed, specific reasons why the appellant believes the decision appealed should not be upheld and shall be accompanied by the appropriate filing fee.

Notice is hereby given pursuant to Code of Civil Procedure Section 1094.6 that the time within which to bring an action challenging the County's decision is 90 days from the date the decision becomes final. If no appeal is made to the Board of Supervisors, the Planning Commission decision shall become final on the expiration of the time to bring an appeal (10 days). Notice is also hereby given that the failure to exhaust administrative remedies by filing an appeal to the Board of Supervisors may bar any action challenging the Planning Commission's decision.

**DATE OF DECISION/USE PERMIT APPROVAL:** December 19, 2024

**EFFECTIVE DATE USE PERMIT:** **DATE**

This Use Permit shall become null and void in the event of failure to exercise the rights of the permit within one (1) year from the date of approval unless an extension is applied for at least 60 days prior to the expiration date.

Ongoing compliance with the above conditions is mandatory. Failure to comply constitutes grounds for revocation and the institution of proceedings to enjoin the subject use.

**MONO COUNTY PLANNING COMMISSION**

█

**DATED:**

**DATE**

cc:

X Applicant  
X Public Works  
X Building  
X Compliance

## **CONDITIONS OF APPROVAL**

### **Use Permit 24-009/Poe VHR**

1. Prior to conducting business, the property owner(s) shall receive a Vacation Home Rental Permit and comply with Mono County General Plan Chapter 26 “Transient Rental Standards & Enforcement in Nonresidential and MFR-H Land Use Designations and TRODS,” a Mono County Transient Occupancy Tax Certificate, and a Mono County business license.
2. Future development shall meet all requirements of Mono County including, but not limited to, the General Plan, Mono County Code, and project conditions and site plan.
3. Off-site parking is prohibited.
4. All transient rental customers must sleep within the dwelling; customers are prohibited from sleeping in an RV, travel-trailer, or similar mobile-living unit on the property or any neighboring property.
5. All exterior lighting shall be shielded and directed downward to comply with Chapter 23, Dark Sky Regulations.
6. Project is required to comply with any requirements of the June Lake Fire Protection District.
7. Project shall comply with all Mono County Building Division, Public Works, and Environmental Health requirements.
8. Transient rentals shall be limited to six guests at a time.
9. No more than two vehicles shall be on site during a transient rental.
10. Appeal. Appeals of any decision of the Planning Commission may be made to the Board of Supervisors by filing a written notice of appeal, on a form provided by the division, with the Community Development director within ten calendar days following the Commission action. The Director will determine if the notice is timely and if so, will transmit it to the clerk of the Board of Supervisors to be set for public hearing as specified in Section 47.030.
11. Termination. A use permit shall terminate and all rights granted therein shall lapse, and the property affected thereby shall be subject to all the provisions and regulations applicable to the land use designation in which such property is classified at the time of such abandonment, when any of the following occur:
  - a. There is a failure to commence the exercise of such rights, as determined by the Director, within two years from the date of approval thereof. Exercise of rights shall mean substantial construction or physical alteration of property in reliance with the terms of the use permit.
  - b. There is discontinuance for a continuous period of one year, as determined by the Director, of the exercise of the rights granted.
  - c. No extension is granted as provided in Section 32.070.
12. Extension: If there is a failure to exercise the rights of the use permit within two years (or as specified in the conditions) of the date of approval, the applicant may apply for an extension for an additional one year. Only one extension may be granted. Any request for extension shall be filed at least 60 days prior to the date of expiration and shall be accompanied by the appropriate fee. Upon receipt of the request for extension, the Planning Division shall review the application to determine the extent of review necessary and schedule it for public hearing. Conditions of approval for the use permit may be

modified or expanded, including revision of the proposal, if deemed necessary. The Planning Division may also recommend that the Commission deny the request for extension. Exception to this provision is permitted for those use permits approved concurrently with a tentative parcel or tract map; in those cases the approval period(s) shall be the same as for the tentative map.

13. Revocation: The Planning Commission may revoke the rights granted by a use permit, and the property affected thereby shall be subject to all of the provisions and regulations of the Land Use Designations and Land Development Regulations applicable as of the effective date of revocation. Such revocation shall include the failure to comply with any condition contained in the use permit or the violation by the owner or tenant of any provision pertaining to the premises for which such use permit was granted. Before revocation of any permit, the commission shall hold a hearing thereon after giving written notice thereof to the permitted at least ten days in advance of such hearing. The decision of the commission may be appealed to the Board of Supervisors in accordance with Chapter 47, Appeals, and shall be accompanied by an appropriate filing fee.

# Mono County

## Planning Commission

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Date: November 6, 2024  
To: The Sheet  
From: Heidi Willson  
Re: Legal Notice for the November 16, 2024 issue.  
Invoice: Deanna Tuetken, PO Box 347, Mammoth Lakes, CA 93546

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### NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Mono County Planning Commission will conduct a public hearing on December 19, 2024 in the Board Chambers on the 2<sup>nd</sup> floor of the County Courthouse at 278 Main Street in Bridgeport, 93517. The meeting will be accessible remotely by livecast at <https://monocounty.zoom.us/j/81696671357>, or via teleconference at the Dana Room on the 2<sup>nd</sup> floor of the Mono County Civic Center, 1290 Tavern Road in Mammoth Lakes, 93546, where members of the public shall have the right to observe and offer public comment and to consider the following: **No earlier than 9:05 a.m. Use Permit 24-009/Poe Vacation Home Rental.** The proposal is to create a vacation home rental of a newly constructed single-family residential unit located at 19 Willow Avenue, June Lake (APN 016-193-033-000). The property is designated Commercial Lodging (CL-M) and is 1.12 acres. If permitted, the vacation home rental will have a maximum overnight occupancy of six persons and two vehicles. The project qualifies for an exemption under CEQA §15301, Existing Facilities. Project materials are available for public review online at <https://monocounty.ca.gov/planning-commission> and hard copies are available for the cost of reproduction by calling 760-924-1800. INTERESTED PERSONS are strongly encouraged to attend online or in person to comment, or to submit comments by mail or at the office to the Secretary of the Planning Commission, PO Box 347, 1290 Tavern Road STE 138, Mammoth Lakes, CA, 93546, by 5 p.m. on Wednesday, December 18, 2024, to ensure timely receipt, or by email at [cddcomments@mono.ca.gov](mailto:cddcomments@mono.ca.gov). If you challenge the proposed action(s) in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered at or prior to the public hearing.

# Mono County

## Community Development Department

### Planning Division

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NOTICE IS HEREBY GIVEN that the Mono County Planning Commission will conduct a public hearing on **December 19, 2024** in the Board Chambers on the 2<sup>nd</sup> floor of the County Courthouse at 278 Main Street in Bridgeport, 93517. The meeting will be accessible remotely by livecast at <https://monocounty.zoom.us/j/81696671357>, or via teleconference at the Dana Room on the 2<sup>nd</sup> floor of the Mono County Civic Center, 1290 Tavern Road in Mammoth Lakes, 93546, where members of the public shall have the right to observe and offer public comment and to consider the following: **No earlier than 9:05 a.m. Use Permit 24-009/Poe Vacation Home Rental.** The proposal is to create a vacation home rental of a newly-constructed single-family residential unit located at 19 Willow Avenue, June Lake (APN 016-193-033-000). The property is designated Commercial Lodging (CL-M) and is 1.12 acres. If permitted, the vacation home rental will have a maximum overnight occupancy of six persons and two vehicles. The project qualifies for an exemption under CEQA §15301, Existing Facilities. Project materials are available for public review online at <https://monocounty.ca.gov/planning-commission> and hard copies are available for the cost of reproduction by calling 760-924-1800.

INTERESTED PERSONS are strongly encouraged to attend the meeting in-person; or to submit comments by mail or at the office to the Secretary of the Planning Commission, PO Box 347, 1290 Tavern Road STE 138, Mammoth Lakes, CA 93546 or by email at [cddcomments@mono.ca.gov](mailto:cddcomments@mono.ca.gov), by **5 p.m. on Wednesday, December 18, 2024**. If you challenge the proposed action(s) in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written

correspondence delivered to the Secretary to the Planning Commission at, or prior to, the public hearing.

#### Project Contact Information:

Erin Bauer  
PO Box 347 • Mammoth Lakes, CA 93546  
(760) 924-4602 • [ebauer@mono.ca.gov](mailto:ebauer@mono.ca.gov)



## Erin Bauer

---

**From:** Thomas Regan <thomasregan619@gmail.com>  
**Sent:** Tuesday, December 10, 2024 3:21 PM  
**To:** Erin Bauer  
**Cc:** Kim Regan  
**Subject:** 19 Willow Avenue, Use Permit 24-009/POE Vacation Home Rental, Dec. 19 Hearing

You don't often get email from thomasregan619@gmail.com. [Learn why this is important](#)

### [EXTERNAL EMAIL]

Hi Ms. Bauer

Thanks so much for speaking with me this afternoon regarding the proposed exception to the Mono County Resolution R24-038- emergency moratorium on the permitting o new short-term and transient rentals in single family units in all land use designations.

My wife and I, Tom and Kim Regan own two parcels and one home located at 169 Aspen Road, June Lake Ca. We object to the proposal to create a short term rental of the residence located at 19 Willow Avenue June Lake Ca (APN 016-193-033-000) for the following reasons:

1. Objection to determination in notice that project qualifies for an exception under CEQA section 15301, existing facilities.
2. Birchtree Condominiums, to the extent they are allowed to have nightly rentals, and the Reverse Creek Cabins provide adequate short term rentals to the Williams Tract,
3. Significant impact to noise levels,
4. Significant impact to egress in the event of a fire,
5. Significant impact to traffic,
6. Lack of need in Williams Tract,
7. Significant impact to density,
8. Significant impact to character of the Williams Tract- turning more of the tract into nightly rentals,
9. By allowing the proposal we miss the opportunity to have an additional long term rental for the area that is much needed.
10. The proposal should be denied because it would provide incentive to further develop the remaining property into multiple short term rentals.



As I indicated, I could not review the project materials at the site designated under the notice of hearing. You indicated these will be made available before the hearing. We would object to the public hearing of December 19 going forward until such time as all interested parties have an opportunity to review the project materials and raise any objections to the proposal that are raised as a result of the review.

We would ask that this email be read into the record and considered by the Mono County Planning Commission in considering the proposed use permit 24-009/Poe Vacation Home Rental (short term/nightly rental).

Best Regards  
Tom and Kim Regan

## Erin Bauer

---

**From:** Gib Lanpher <eglanpher@yahoo.com>  
**Sent:** Wednesday, December 11, 2024 11:50 AM  
**To:** Erin Bauer  
**Subject:** Fw: 19 Willow Avenue, Use Permit 24-009/POE Vacation Home Rental, Dec. 19 Hearing

You don't often get email from eglanpher@yahoo.com. [Learn why this is important](#)

### [EXTERNAL EMAIL]

Erin: Tom Regan has shared with me his e-mail to you of Dec. 10, 2024. In addition to the notes you took of our recent conversation, my wife, June Kronholz, and I would like you add our full support to Tom's position on the pending Poe request. As I believe I told you, we are the current owners of our long held family property on the Williams Tract -- my parents bought our six lots -- 5, 15, 16, 17, 18, and 19 -- in the 1950's and early 1960's. We built our house at 75 Pinecrest ave. on lots 16 and 17 in 1960.

Please let me know if there is anything further we can provide for the Dec. 19 hearing

Regards. Edward Gibson Lanpher

----- Forwarded Message -----

**From:** Thomas Regan <thomasregan619@gmail.com>  
**To:** "ebauer@mono.ca.gov" <ebauer@mono.ca.gov>  
**Cc:** Kim Regan <tregan3@cox.net>  
**Sent:** Tuesday, December 10, 2024 at 06:20:52 PM EST  
**Subject:** 19 Willow Avenue, Use Permit 24-009/POE Vacation Home Rental, Dec. 19 Hearing

Hi Ms. Bauer

Thanks so much for speaking with me this afternoon regarding the proposed exception to the Mono County Resolution R24-038- emergency moratorium on the permitting of new short-term and transient rentals in single family units in all land use designations.

My wife and I, Tom and Kim Regan own two parcels and one home located at 169 Aspen Road, June Lake Ca. We object to the proposal to create a short term rental of the residence located at 19 Willow Avenue June Lake Ca (APN 016-193-033-000) for the following reasons:

1. Objection to determination in notice that project qualifies for an exception under CEQA section 15301, existing facilities.
2. Birchtree Condominiums, to the extent they are allowed to have nightly rentals, and the Reverse Creek Cabins provide adequate short term rentals to the Williams Tract,
3. Significant impact to noise levels,
4. Significant impact to egress in the event of a fire,
5. Significant impact to traffic,
6. Lack of need in Williams Tract,
7. Significant impact to density,
8. Significant impact to character of the Williams Tract- turning more of the tract into nightly rentals,

9. By allowing the proposal we miss the opportunity to have an additional long term rental for the area that is much needed.

10. The proposal should be denied because it would provide incentive to further develop the remaining property into multiple short term rentals.

As I indicated, I could not review the project materials at the site designated under the notice of hearing. You indicated these will be made available before the hearing. We would object to the public hearing of December 19 going forward until such time as all interested parties have an opportunity to review the project materials and raise any objections to the proposal that are raised as a result of the review.

We would ask that this email be read into the record and considered by the Mono County Planning Commission in considering the proposed use permit 24-009/Poe Vacation Home Rental (short term/nightly rental).

Best Regards  
Tom and Kim Regan

## Erin Bauer

---

**From:** Smith, Doug <dsmith@rossignol.com>  
**Sent:** Monday, December 16, 2024 12:28 PM  
**To:** Erin Bauer  
**Subject:** FW: 19 willow ave

You don't often get email from dsmith@rossignol.com. [Learn why this is important](#)

### [EXTERNAL EMAIL]

Please see email.

*Doug Smith  
PO box 21  
June Lake Ca 93529  
530-945-1872  
Rossignol  
Montana Sport NA  
Hot Gear - Zip fit*

---

**From:** Smith, Doug  
**Sent:** Monday, December 16, 2024 11:25 AM  
**To:** 'ebauer@mono.ca.gov.' <ebauer@mono.ca.gov.>  
**Subject:** FW: 19 willow ave

See attached

*Doug Smith  
PO box 21  
June Lake Ca 93529  
530-945-1872  
Rossignol  
Montana Sport NA  
Hot Gear - Zip fit*

---

**From:** Smith, Doug  
**Sent:** Monday, December 16, 2024 11:21 AM  
**To:** 'ebauer@mono.ca' <[ebauer@mono.ca](mailto:ebauer@mono.ca)>  
**Subject:** 19 willow ave

Mon County planning dept.  
Dear Ms. Bauer

I'm writing to Mono county on the permit 24.009\POE Vacation home .  
Located at 19 Willow Ave in June Lake, Ca. APN 016-193-033-000

My wife and I, Christine and Doug Smith own a duplex located at 159 aspen road. We believe the permit should be denied for a number of reasons:

- 1- Both Aspen Road and Willow Ave. are both dead end roads with only one way in and out. This creates a problem if there is a fire or emergency.

- 2- I thought the county had a Resolution R-24-038, a moratorium on short term rentals. We need more housing but not short term.
- 3- Reverse Creek Cabins provides adequate nightly rentals, in the Willams Track.
- 4- This permit would have an Impact on Parking, that is already an issue.
- 5- Impact on traffic on a one lane road.
- 6- Aspen Road is plowed, but often not until late in the day.

We would ask that this email be read into the record and consideration by Mono County.

Thanks Doug and Christine Smith

*Doug Smith  
PO box 21  
June Lake Ca 93529  
530-945-1872  
Rossignol  
Montana Sport NA  
Hot Gear - Zip fit*

## Erin Bauer

---

**From:** Thomas Regan <thomasregan619@gmail.com>  
**Sent:** Monday, December 16, 2024 3:27 PM  
**To:** Erin Bauer  
**Cc:** Kim Regan  
**Subject:** 19 Willow Avenue, Use Permit 24-009/POE Vacation Home Rental, Dec. 19 Hearing

You don't often get email from thomasregan619@gmail.com. [Learn why this is important](#)

### [EXTERNAL EMAIL]

Hi Ms. Bauer

Thanks for your recent email in response to mine below. We make the following further response, observations and objections:

#### CEQA 15301 Exemption:

The CEQA 15301 exemption is designed for projects involving existing facilities, being used or altered in a way that is minor or consistent with their intended purpose. However, in this case, there was no existing facility as confirmed by the planning division: “the applicant constructed this dwelling for the purpose of short term rentals, and has expressed no interest in making it available for long-term rental...” p. 11 Planning Division Response.

Under these facts, the intent and use were never for residential use. Under the circumstances, the building could not be considered an “existing facility” under CEQA. With the primary intent of the applicant from the outset as a nightly rental, this intent undermines the premise that the project involves an existing facility transitioning into a new or modified use.

The CEQA 15301 exemption is designed for projects involving facilities being used or altered in a way that is minor or consistent with their intended purpose. However, the applicants intent was/is for transient occupancy and the building has no prior use as a residence. Courts and regulators have consider whether a property’s existing use aligns with the exemption criteria. Based on the forgoing, it does not.

#### Fire Safety Concerns:

1. Unlike long-term residence, short-term renters are often unfamiliar with the area, local conditions, evacuation routes, or fire safe practices. They may not understand the risk posed by Mono County’s current dry fire-prone summers.
2. Short term renters are generally not aware of restrictions liked fire bans or how quickly a small fire can escalate in dry conditions.
3. There are behavioral risks associated with vacationers. They are here to relax and enjoy themselves which frequently includes activities like outdoor cooking, fire pits, or barbecuing. If alcohol is added to this equation it can impair judgement, increasing the likelihood of errors being made- including fire.

4. Short term renters increase traffic congestion as they come and go every couple of days. The property would have to be cleaned- maintained- causing additional traffic to the single access- Aspen Road.
5. The proposed nightly rental is located in the Williams track and is a part of the greater June Lake area. The Williams track has one road in/out for any type of emergency, including fire. This leaves no secondary route to evacuate all the folks living on Aspen Road and Willow Avenue. A fire originating at the nightly rental property could spread and trap all or some of the Williams Tract folks.

The California Environmental Quality Act:

CEQA was designed to evaluate and mitigate potential environmental and safety risks. The proposed exemption under section 15301 assumes no significant environmental or safety risks, however, Fire safety is a foreseeable risk directly tied to allowing Transient occupancy on this property.

Short term rentals introduce unique risks, including unfamiliar occupants, alcohol use, lack of knowledge of fire risks, and additional traffic which is not comparable to a family living in the residence full-time.

Policy 1.M.3 of the Mono County General Plan specifically allows the denial of short term rental applications in neighborhoods where emergency access is inadequate.

While the property's commercial zoning supports transient use, zoning does not address weather safety issues have been fully mitigated. Short term profits for the property owner should not outweigh the safety of the entire Williams track community.

In conclusion, the facts do not support the application of the CEQA 15301 exemption. In addition, the exemption fails to account for the real safety issues posed and raised by multiple Williams Tract owners adjacent to the nightly rental property.

We are respectfully requesting that the Mono County Planning Commission:

1. Require a full CEQA review to assess fire and safety impacts thoroughly before considering this use permit;
2. Deny "use permit 24-009/POE Vacation Home Rental" on the safety concerns and protection off the Williams Tract owners.
3. Deny the above use permit because it's does not qualify for a CEQA 15301 exception and/or the reasons stated in our earlier email.

Again, we would ask that this email be read into the record on December 19, 2024, hearing on the matter.

All the best  
Kim and Tom Regan

On Dec 10, 2024, at 3:20 PM, Thomas Regan <thomasregan619@gmail.com> wrote:

Hi Ms. Bauer

Thanks so much for speaking with me this afternoon regarding the proposed exception to the Mono County Resolution R24-038- emergency moratorium on the permitting o new short-term and transient rentals in single family units in all land use designations.

My wife and I, Tom and Kim Regan own two parcels and one home located at 169 Aspen Road, June Lake Ca. We object to the proposal to create a short term rental of the residence located at 19 Willow Avenue June Lake Ca (APN 016-193-033-000) for the following reasons:

1. Objection to determination in notice that project qualifies for an exception under CEQA section 15301, existing facilities.
2. Birchtree Condominiums, to the extent they are allowed to have nightly rentals, and the Reverse Creek Cabins provide adequate short term rentals to the Williams Tract,
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9. By allowing the proposal we miss the opportunity to have an additional long term rental for the area that is much needed.
10. The proposal should be denied because it would provide incentive to further develop the remaining property into multiple short term rentals.

As I indicated, I could not review the project materials at the site designated under the notice of hearing. You indicated these will be made available before the hearing. We would object to the public hearing of December 19 going forward until such time as all interested parties have an opportunity to review the project materials and raise any objections to the proposal that are raised as a result of the review.

We would ask that this email be read into the record and considered by the Mono County Planning Commission in considering the proposed use permit 24-009/Poe Vacation Home Rental (short term/nightly rental).



Best Regards  
Tom and Kim Regan

## Erin Bauer

---

**From:** Candace Logue <candylogue@gmail.com>  
**Sent:** Tuesday, December 17, 2024 5:32 PM  
**To:** Erin Bauer  
**Subject:** 12/19/24- 24-009

You don't often get email from candylogue@gmail.com. [Learn why this is important](#)

**[EXTERNAL EMAIL]**

12-17-24

Dear Ms. Bauer:

Ref: Notice of Public Hearing - 19 Willow Ave.- June Lake, APN 016-193-033-000-

After reviewing the information on the county website regarding 24-009, we would like to express our feelings regarding what we were told, all along, would be a single family resident, of the owner. We were also told a “few more” units would be built between our house, 148 Aspen and Willow.

We did not see the proposal in the Sheet on 11/16/24. We are responding to the Public Notice at this time.

We are in favor of option number 2:

As contained in the staff report, determine that the required Use Permit findings cannot be made and disapprove the project. Disapproval of a project is Statutory Exemption under CEQA Guidelines #15270.

Other concerns:

\* Willow Ave. and Aspen road are both one lane roads.

\* Aspen Road and Willow Ave are both dead end roads with one point of ingress & egress. Policy 1. M.3 allows for rental applications to be denied where safety or infrastructure characteristics are incompatible with visitor use.

\* The June Lake Fire Dept has not responded , however a subdivision with this layout would not be approved today in compliance with the State Minimum Fire Safe codes.

In closing, as owners of 016-193-021-000 ( Our residence) and 016-193-015-000 , we are in complete agreement with the letter from Tom and Kim Regan.

Sincerely,

John and Candace Logue

,

## Erin Bauer

---

**From:** jbbaldwin@junelakefiredept.com <jbbaldwin@junelakefiredept.com>  
**Sent:** Wednesday, December 18, 2024 5:29 PM  
**To:** Erin Bauer  
**Subject:** Willow St Project...

[EXTERNAL EMAIL]

Hello Ms. Bauer,

This public hearing/public comment period was brought to my attention this afternoon. A resident in the area informed me that June Lake FD had no comment regarding safety issues on a one way road. Please include my comments in your process.

I would like to make a couple of comments and raise some concerns regarding the project at 19 Willow St in June Lake. It is my understanding that the owner is requesting this current SFR to be permitted for a nightly rental. I have some concerns regarding this request.

Aspen St is a single lane dead end road. My concern is adding the additional traffic to this road during an emergent event or an evacuation situation. The additional traffic in this area/road could pose significant issues with fire/ems crews access and residents evacuating. June Lake has a few housing tracts that only have one way roads and dead end roads. These areas pose challenges for fire crews and having extra non residential occupants can be a greater challenge.

My concern is Mono County has continued to grant these nightly rental permits without assisting EMS departments with evacuation plans. In 2014 with the June Fire at June Mountain Ski Area the fire District was challenged with creating an emergency evacuation plan for the Petersen Tract. This tract is the most populated tract in June Lake, how do fire crews evacuate residents in this tract while fire trucks are trying to get in on the same narrow one lane road?

In closing, I'm asking for these concerns be addressed and mitigated before more nightly rental permits are issued.

Juli Baldwin  
June Lake FPD  
Chief  
Jbbaldwin@junelakefiredept.com  
760-914-1836

Sent from my iPhone

## Erin Bauer

---

**From:** Kaufman Joyce <jkaufman@whittier.edu>  
**Sent:** Thursday, December 19, 2024 7:54 AM  
**To:** Erin Bauer  
**Cc:** Thomas Regan; Gib Lanpher; Robert Marks  
**Subject:** Use Permit Application 24-009, 19 Willow in June Lake

You don't often get email from jkaufman@whittier.edu. [Learn why this is important](#)

### [EXTERNAL EMAIL]

Dear Ms. Bauer and members of the Planning Commission,

These comments are for the record regarding the Planning Commission hearing regarding Use Permit Application 24-009, 19 Willow in June Lake.

I am writing this on behalf of my husband and myself who are residents of Peterson Tract in June Lake, 660 Piute Drive. While we realized that the application pertains to a house in Williams Tract, as neighbors the outcome does affect us, albeit indirectly, from noise, which carries, extra cars, but also trash that renters often leave out, thereby attracting bears. We support and agree with all the arguments raised in earlier e-mails by Thomas Reagan and Gib Lanpher, but want to add some additional comments and also want to make it clear that even if this case is approved, that it does not set a precedent for short-term rentals in any area in June Lake not already zoned for them.

We have had to deal with illegal rentals in Peterson, which were shut down by the County. Peterson is zoned only for single family dwellings and not commercial, but that has not stopped people from "renting" to "relatives." In one especially egregious case we had to deal with cars parked on the roads (which are already narrow), making it especially dangerous in the winter. But especially, because renters were ignorant of local codes and laws, they left their trash outside attracting bears which not only spread the trash around, but became an incentive for bears to prowl the neighborhood looking for more. We therefore ask that were the approval to be given for short-term rentals at the house in question, in addition to the other provisions specified (two cars, max six people) that the renters be required to keep trash inside and dispose of it appropriately when they leave.

We remain concern about the precedent this sets for our neighborhoods which are generally quiet, and where neighbors know one another. An influx of short-term renters, who have little knowledge of our community nor the legal codes, could be disruptive to all of us who live here and have chosen to do so because of what this area offers. We urge you to consider these factors in making your decision.

Sincerely,

Joyce P. Kaufman ([jkaufman@whittier.edu](mailto:jkaufman@whittier.edu)) and  
Robert B. Marks ([rmarks1949@icloud.com](mailto:rmarks1949@icloud.com))  
660 Piute Drive  
June Lake

# MONO COUNTY

## COMMUNITY DEVELOPMENT DEPARTMENT

PO Box 347  
Mammoth Lakes, CA 93546  
760-924-1800 phone, 924-1801 fax  
[commdev@mono.ca.gov](mailto:commdev@mono.ca.gov)

### Planning Division

PO Box 8  
Bridgeport, CA 93517  
760-932-5420 phone, 932-5431 fax  
[www.monocounty.ca.gov](http://www.monocounty.ca.gov)



Figure 1: Overhead View of Parcel and Vicinity

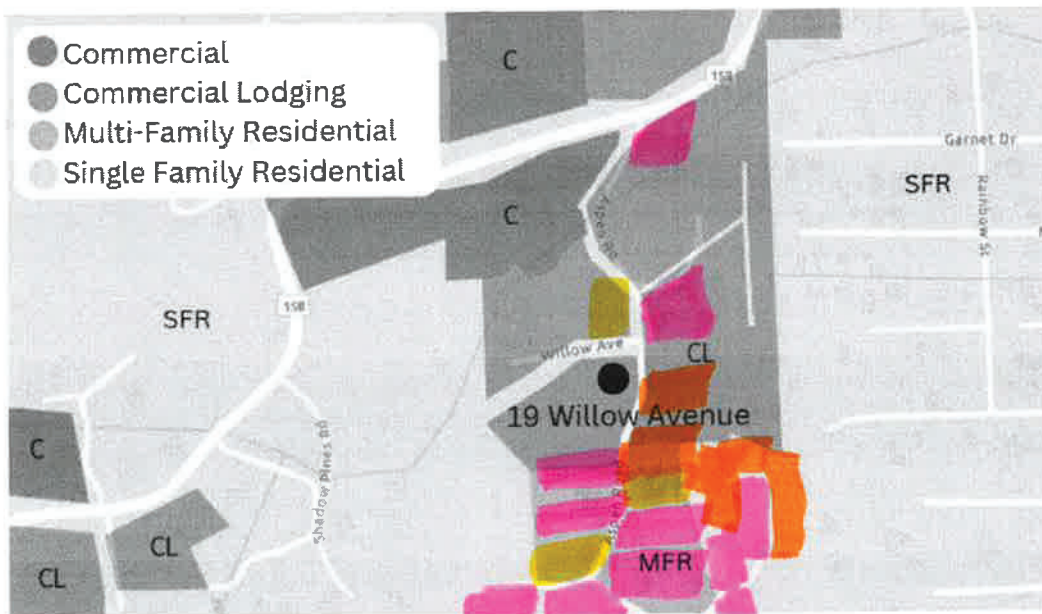


Figure 2: Surrounding Land Use Designations

11 Single family homes  
2 Duplex  
open lots

**Mono County  
Community Development Department**

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

**Planning Division**

PO Box 8  
Bridgeport, CA 93517  
(760) 932-5420, fax 932-5431  
[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

**APPEAL  
APPLICATION**

\*\*\* In order to be valid,  
appeal must be filed within  
10 days of action date.

APPLICATION # _____	FEE \$ _____
DATE RECEIVED _____	RECEIVED BY _____
RECEIPT # _____ CHECK # _____ (NO CASH)	

**APPELLANT** Collin Poe

**ADDRESS** 19 Willow Ave **CITY/STATE/ZIP** June Lake, CA 93529

**TELEPHONE** [REDACTED] **E-MAIL** [REDACTED]

**APPLICATION # BEING APPEALED** UP 24-00X POE

**DATE OF ACTION** 12/19/2024 **DATE OF APPEAL** 12/20/2024

**NATURE OF APPEAL:** Describe what is being appealed. If it is a condition of approval, attach a copy of the project conditions and indicate which conditions are being appealed.

The decision to disapprove a nightly rental permit for a lot and new construction home located at 19 Willow Ave June Lake, CA 93529


**REASON FOR APPEAL:** Describe why the decision is being appealed.

All 5 commissioners decided to elevate this decision to the board of supervisors by declining the USE permit. The lot was purchased 2.5 years ago and a building permit and construction began shortly after of the first of four vacation cabins notated on the site plan. The lot is specifically zoned for nightly rentals and allows for up to 17 units. They were unwilling to approve a single unit for nightly rentals though we were able to follow all procedures and are in the process of receiving CofO. This is a new construction home and does not take away housing for locals but brings in needed revenue/guests

**APPLICATION SHALL INCLUDE:**

- A. Completed application form.
- B. Deposit for project processing: See Development Fee Schedule. Project Applicants are responsible costs incurred above deposit amount.

I CERTIFY UNDER PENALTY OF PERJURY THAT I am: ☒ legal owner(s) of the subject property,  
☐ corporate officer(s) empowered to sign for the corporation or authorized legal agent, or ☐  
other interested party.

  
Lindsay Poe (Dec 20, 2024 17:16 MST)  
**Signature**

  
Lindsay Poe (Dec 20, 2024 17:16 MST)  
**Signature**

12/20/2024  
**Date**

# Mono County

## Planning Commission

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

---

PO Box 8  
Bridgeport, CA 93517  
760.932.5420, fax 932.5431  
<http://monocounty.ca.gov>

Date:

To: *The Mammoth Times*

From: Heidi Willson

Re: Legal Notice for the February 6, 2025 issue of *The Mammoth Times*.

Invoice: Deanna Tuetken, PO Box 347, Mammoth Lakes, CA 93546

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### NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Mono County Board of Supervisors will conduct a public hearing on February 18, 2025, in the Mono Lake Room (downstairs) of the Mono County Civic Center, First Floor, 1290 Tavern Road, Mammoth Lakes, CA, 93546. The meeting will be accessible remotely by livecast at <https://monocounty.zoom.us/j/83537511698>, or via teleconference at the Mono County Courthouse, Second Floor Board Chambers, 278 Main Street, Bridgeport, CA, 93517, where members of the public shall have the right to observe and offer public comment and to consider the following: **No earlier than 9:05 a.m. Appeal 24-02/Poe Vacation Home Rental.** The applicant is appealing the Planning Commission's decision of December 19, 2024, denying an application to conduct transient rentals at a newly constructed single-family residential unit located at 19 Willow Avenue, June Lake (APN 016-193-033-000). The property is designated Commercial Lodging (CL-M) and is 1.12 acres. The project qualifies for an exemption under CEQA §15301, Existing Facilities, if approved. Project materials are available for public review online at <https://www.monocounty.ca.gov/bos> and hard copies are available for the cost of reproduction by calling 760-924-1800. INTERESTED PERSONS are strongly encouraged to attend online or in person to comment, or to submit comments by mail or at the office to the Clerk of the Board, PO Box 715, Bridgeport, CA 93517, by 5 p.m. on Monday, February 17, 2025, to ensure timely receipt, or by email at [cddcomments@mono.ca.gov](mailto:cddcomments@mono.ca.gov). If you challenge the proposed action(s) in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered at or prior to the public hearing.





Fwd:

**From** collin poe <collinpoe8@yahoo.com>  
**Date** Thu 1/23/2025 8:52 PM  
**To** Erin Bauer <ebauer@mono.ca.gov>

[EXTERNAL EMAIL]

Sent from my iPhone

Begin forwarded message:

**From:** veronica figueroa <veronicafigueroa1986@gmail.com>  
**Date:** January 23, 2025 at 8:37:28 PM PST  
**To:** collinpoe8@yahoo.com

My name is Veronica, and I've had the pleasure of living in June Lake, California for over 15 years. For the past 10 years, I've worked full-time cleaning rental properties, which has been the primary way I support my household. These properties have played a crucial role in the growth and transformation of June Lake, contributing to the influx of tourism over the years.

I strongly believe that as long as we continue to have more nightly rental properties, the community will see even more tourism, which in turn boosts income for all the small businesses in town. It's been rewarding to see the positive impact that rental properties have had on the community, and I'm proud to be a part of that ongoing evolution.

Kind regards,  
Veronica



---

## Rental Home

---

**From** Trent Klaser <trentklaser10@gmail.com>

**Date** Thu 1/23/2025 8:27 PM

**To** Erin Bauer <ebauer@mono.ca.gov>

**Cc** collinpoe8@yahoo.com <collinpoe8@yahoo.com>

You don't often get email from trentklaser10@gmail.com. [Learn why this is important](#)

**[EXTERNAL EMAIL]**

To Whom it May Concern,

My name is Trent Klaser and I writing to you in support of Collin's rental home off of Aspen Road. I recently moved to June Lake and I am in the Fern Creek apartments just up the road.

I have been coming to Mammoth/June year round for 20 years and my first choice when visiting somewhere new is to stay in a cozy home. I enjoy the ability to make my own food with a full kitchen, having plenty of space and bedrooms for my family, and not being able to hear any neighbors in the room next door.

The quality of this home off of Aspen and the level of thought to make it as comfortable and cozy as possible is top tier. The use of the land is very well thought out as well, having 4-6 beautiful, modern homes for families to stay and enjoy their time in June. It keeps the sense of community and intimacy instead of having a big motel/hotel complex that would stick out like a sore thumb.

I fully support Collin's plan and I hope that you can see the benefits of it as well. Please reach out if you have any questions.

Trent Klaser



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**Response to Appeal of Denial of new short-term and transient rentals in single family units of the residence located at 19 Willow Avenue June Lake Ca (APN 016-193-033-000)**

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**From** Thomas Regan <thomasregan619@gmail.com>

**Date** Sun 2/2/2025 10:56 AM

**To** Erin Bauer <ebauer@mono.ca.gov>

**Cc** Thomas Regan <thomasregan619@gmail.com>; Kim Regan <tregan3@cox.net>; Gib Lanpher <eglanpher@yahoo.com>; Candace Logue <candylogue@gmail.com>; Smith, Doug <dsmith@rossignol.com>; johnflogue@gmail.com <johnflogue@gmail.com>; June Kronholz <junekronholz@me.com>; joyce kaufman <jkaufman@whittier.edu>

**[EXTERNAL EMAIL]**

Dear Mono County Board of Supervisors:

My wife and I, Tom and Kim Regan own two parcels and one home located at 169 Aspen Road, June Lake California.

We object to the proposed exception to the Mono County Resolution R24-038- emergency moratorium on the permitting of new short-term and transient rentals in single family units for the residence located at 19 Willow Avenue June Lake Ca (APN 016-193-033-000). Multiple emails were submitted by

William Tract property owners and others to the Mono County Planning Commission before the December 19, 2024 hearing objecting to the proposed exception. Those emails are incorporated for reference and support of the Mono County Planning Commission's Denial of the application.

**Williams Tract Nightly Rentals**

On the North and West end of the Williams Tract the Birchtree Condominiums and the Reverse Creek Cabins provide adequate short term rentals to the Williams Tract. It is unsafe and unnecessary to burden the Williams Tract with an additional nightly rental.

**Fire Safety Concerns:**

The proposed nightly rental is located in the Williams track on Willow Avenue off Aspen Road. The Williams track has one road in/out (Aspen) for any type of emergency, including fire. This leaves no secondary route to evacuate all the folks living on Aspen Road and Willow Avenue. A fire originating at the nightly rental property could spread and trap all or some of the Williams Tract folks.

Unlike long-term residence, short-term renters are often unfamiliar with the area, local conditions, evacuation routes, or fire safe practices. They may not understand the risk posed by Mono County's current dry fire-prone summers.

Short term renters are generally not aware of restrictions like fire bans or how quickly a small fire can escalate in dry conditions.

There are behavioral risks associated with vacationers. They are here to relax and enjoy themselves which frequently includes activities like outdoor cooking, fire pits, or barbecuing. If alcohol is added to this equation it can impair judgement, increasing the likelihood of errors being made- including fire.

Short term renters increase traffic congestion as they come and go every couple of days. The property would have to be cleaned- maintained- causing additional traffic to the single access- Aspen Road.

CEQA 15301 Exemption:

The CEQA 15301 exemption is designed for projects involving existing facilities, being used or altered in a way that is minor or consistent with their intended purpose. However, in this case, there was no existing facility as confirmed by the planning division: "the applicant constructed this dwelling for the purpose of short term rentals, and has expressed no interest in making it available for long-term rental..." p. 11 Planning Division Response.

Under these facts, the intent and use were never for residential use. Under the circumstances, the building could not be considered an "existing facility" under CEQA. With the primary intent of the applicant from the outset as a nightly rental, this intent undermines the premise that the project involves an existing facility transitioning into a new or modified use.

The CEQA 15301 exemption is designed for projects involving facilities being used or altered in a way that is minor or consistent with their intended purpose. However, the applicant's intent was/is for transient occupancy and the building has no prior use as a residence. Courts and regulators have considered whether a property's existing use aligns with the exemption criteria. Based on the foregoing, it does not.

The California Environmental Quality Act:

CEQA was designed to evaluate and mitigate potential environmental and safety risks. The proposed exemption under section 15301 assumes no significant environmental or safety risks, however, Fire safety is a foreseeable risk directly tied to allowing Transient occupancy on this property.

Short term rentals introduce unique risks, including unfamiliar occupants, alcohol use, lack of knowledge of fire risks, and additional traffic which is not comparable to a family living in the residence full-time.

Policy 1.M.3 of the Mono County General Plan specifically allows the denial of short term rental applications in neighborhoods where emergency access is inadequate.

While the property's commercial zoning supports transient use, zoning does not address weather safety issues have been fully mitigated. Short term profits for the property owner should not outweigh the safety of the entire Williams track community.

In conclusion, the facts do not support the application of the CEQA 15301 exemption. In addition, the exemption fails to account for the real safety issues posed and raised by multiple Williams Tract owners adjacent to the nightly rental property.

We are respectfully request that the Mono County Board of Supervisors:

1. Require a full CEQA review to assess fire and safety impacts thoroughly before considering this use permit;
2. Deny "use permit 24-009/POE Vacation Home Rental" on the safety concerns and protection of the William's Tract owners.
3. Deny the above use permit because it does not qualify for a CEQA 15301 exception and/or the reasons stated in our earlier email.

All the best  
Kim and Tom Regan



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## Feb 18 BOS hearing on appeal of denial

---

**From** Gib Lanpher <eglanpher@yahoo.com>

**Date** Mon 2/3/2025 3:07 PM

**To** Erin Bauer <ebauer@mono.ca.gov>

### [EXTERNAL EMAIL]

Erin:

My wife and I have reviewed Tom Regan's Feb 2 message to the BOS for consideration at their Feb. 18 meeting on the Williams avenue appeal of the denial of the request for short term rentals. We would like you to include in your staff notes for the Board the following:

" My wife and I, the owners of six Williams tract and a house at 75 Pinecrest Avenue, have reviewed Tom Regan's Feb.2, 2025 message to the Board of Supervisors and fully concur with his recommendation that the December planning commission's decision denying the request for short term rentals for the Williams Avenue property be upheld."

Many thanks for your work on this issue. Gib Lanpher



---

## 19 Willow Ave

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**From** Ryan Pomeroy <ryanrpomeroy@gmail.com>

**Date** Wed 2/12/2025 11:40 AM

**To** Erin Bauer <ebauer@mono.ca.gov>

You don't often get email from ryanrpomeroy@gmail.com. [Learn why this is important](#)

**[EXTERNAL EMAIL]**

Hello,

I'm sorry to hear about the challenges with your USE Permit appeal.

I personally see great value in offering nightly rentals in June Lake. They provide visitors with more diverse and flexible accommodation options, which is especially important in such a beautiful and unique destination. Not everyone seeks traditional hotels, and having access to well-maintained, locally managed rentals can enhance the visitor experience and make our area more accessible to a range of travelers.

Additionally, nightly rentals can benefit the community by contributing to the local economy—supporting restaurants, shops, and other small businesses that rely on tourism. They also allow homeowners like you to responsibly use your property in a way that aligns with both your plans and the zoning regulations.

I understand the concerns some long-term residents may have, but I believe with proper oversight and communication, nightly rentals are needed as there are not currently enough accommodations. I'd be happy to provide further support or share more thoughts if needed. Please let me know how I can assist as you navigate this process.

Best of luck with the appeal!

Warm regards,

Ryan

|

--

Ryan Pomeroy  
Sales Representative



951-264-3133

[ryanrpomeroy@gmail.com](mailto:ryanrpomeroy@gmail.com)



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** February 18, 2025

**Departments: Clerk of the Board**

**TIME REQUIRED** 20 minutes

**SUBJECT** White Mountain Fire Protection  
District Projects Presentation

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Chief Doonan, White Mountain Fire  
Protection District

### AGENDA DESCRIPTION:

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

Presentation from Dave Doonan, Fire Chief, White Mountain Fire Protection District regarding the Benton Fire Station Project, including plans for a replacement station in Benton. Begin a discussion of the transferring of parcel APN 25-200-031, or a portion thereof, to the White Mountain Fire Protection District for a satellite emergency service facility (land purchased by the county for an emergency services facility in 2009).

### RECOMMENDED ACTION:

Consider approving proposed letter of support.

### FISCAL IMPACT:

None.

**CONTACT NAME:** Danielle Patrick

**PHONE/EMAIL:** 7609325535 / dpatrick@mono.ca.gov

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

☐ YES ☒ NO

### ATTACHMENTS:

Click to download
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">2009 Resolution</a>
<input type="checkbox"/> <a href="#">Map</a>
<input type="checkbox"/> <a href="#">Strategic Plan</a>
<input type="checkbox"/> <a href="#">LOS - Draft</a>
<input type="checkbox"/> <a href="#">Presentation</a>

**History****Time****Who****Approval**

2/11/2025 3:50 PM

County Counsel

Yes

2/11/2025 9:18 AM

Finance

Yes

2/11/2025 7:00 PM

County Administrative Office

Yes



# White Mountain Fire Protection District

25470 Hwy 6, Benton California 93512

[whitemountainfire@gmail.com](mailto:whitemountainfire@gmail.com)

24 January 2025

**To:** Mono County Board of Supervisors

**From:** Dave Doonan, Fire Chief, White Mountain Fire Protection District

**Subject:** Support For Critical Infrastructure Projects in the Tri-Valley

**Discussion:** The Benton Fire Station Project aims to establish a modern, purpose-built facility that will ensure safe, secure, and adequate emergency services for the ongoing operations of the White Mountain Fire Protection District. The initiative focuses on enhancing the insurability of district residents by improving the Public Protection Classification while also creating a safe and secure environment for our responders. Additionally, this project expands critical infrastructure to help Mono County achieve its hazard mitigation resiliency goals for emergency service provision. The district is actively seeking funding from various sources for this project and requests the support of the Mono County Board of Supervisors in this effort.

Secondly, as obtaining insurance becomes increasingly challenging, the district believes it is crucial to provide all residents of the Tri-Valley area with the advantage of a Public Protection Classification that aligns with ISO guidelines. Currently, the residents of Chalfant and Benton are within the 5-mile radius of a fire station needed to receive a PPC, while the residents of Hammil Valley are not. To address this, the district is working toward establishing a second satellite station in Hammil that would ensure continuous coverage across the entire Tri-Valley Region.

Mono County acquired a parcel of land under Resolution 09-41:

*WHEREAS, the property is being acquired for potential future use as the site of a paramedic station; and*

The district is proposing that the County transfer this parcel of land, or a portion of it, to enable the development of a satellite emergency service facility at that location, which was the original purpose for acquiring the parcel.

**Recommended Action:**

1. Provide a Letter of Support for the Benton Fire Station Project
2. Begin a discussion of the transferring of parcel APN 25-200-031, or a portion thereof, to the White Mountain Fire Protection District for a satellite emergency service facility

**Fiscal Impact:**

None.



RESOLUTION NO. R09- 41

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS APPROVING THE PROPOSED PURCHASE OF CERTAIN REAL PROPERTY IN HAMMIL VALLEY (APN: 25-200-31) AND AUTHORIZING AND RATIFYING THE COUNTY ADMINISTRATOR'S SIGNATURE ON AN AGREEMENT AND SUCH OTHER DOCUMENTS AS MAY BE NECESSARY TO CONSUMMATE THE PURCHASE AND CLOSE ESCROW, INCLUDING SIGNING A CERTIFICATE OF ACCEPTANCE**

**WHEREAS**, the County has proposed to purchase certain real property located on Highway 6 in the Hammil Valley area of the County, owned by Danny and Valerie Maddock, described as Assessor's Parcel Number 25-200-31 and by the legal description attached hereto as Exhibit "A" ("the Property"); and

**WHEREAS**, notice of the County's intention to purchase the Property has been duly provided pursuant to Government Code section 25350; and

**WHEREAS**, the Property is being acquired for potential future use as the site of a paramedic station; and

**WHEREAS**, the County's planning agency has found the proposed purchase to be consistent with the General Plan pursuant to Government Code section 65402; and

**WHEREAS**, the County has conducted appropriate due diligence with respect to the proposed purchase; and

**WHEREAS**, the County's future use of the Property will require a conditional use permit and will be reviewed at that time under the California Environmental Quality Act (CEQA), thus the County may proceed with entering into an agreement to purchase the Property; and

**WHEREAS**, an escrow for the transaction has been opened with Inyo-Mono Title and certain documents are needed for closing, including this Resolution of the Board of Supervisors and a certificate of acceptance for the deed conveying the property to the County (see Government Code Section 27281); and

**WHEREAS**, the Board finds the proposed purchase to be in the public's interest and wishes to formally approve and authorize it;

**NOW, THEREFORE, BE IT RESOLVED** by the Mono County Board of Supervisors as follows:

**SECTION ONE:** The Board hereby approves and authorizes the purchase of the aforementioned Property (APN: 25-200-31) for the price of one hundred and seventy-five thousand dollars (\$175,000), plus such other expenses (if any) associated with due diligence and the close of escrow as the County Administrator may deem appropriate, in an amount not to exceed five thousand dollars (\$5,000). The Board hereby authorizes and ratifies the County Administrator's signature on an agreement to acquire said Property and any other documents necessary to consummate the purchase, including but not limited to opening and closing escrow, and further authorizes the County

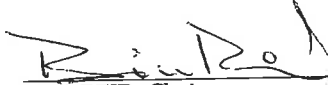
1 Administrator to sign a certificate of acceptance for the deed conveying the property to  
2 the County (see Government Code Section 27281). The County Administrator is further  
3 authorized to take such other actions (e.g., releasing funds) as may be necessary to close  
escrow on the transaction.

4 **SECTION TWO:** The County's future use of the Property is conditioned on  
CEQA compliance; thus, CEQA review of said use is not required prior to acquiring the  
Property. (14 Cal. Code of Regs § 15004(b)(2)(A).)

5 **PASSED AND ADOPTED** this 7<sup>th</sup> day of July, 2009, by the following  
6 vote:

7 AYES : Supervisor Bauer, Farnetti, Hazard, Hunt and Reid.  
8 NOES : None.  
9 ABSTAIN : None.  
10 ABSENT : None.

11 ATTEST:   
Clerk of the Board

  
BILL REID, Chair  
Board of Supervisors

12 APPROVED AS TO FORM:

13   
14 COUNTY COUNSEL

EXHIBIT "A"  
LEGAL DESCRIPTION OF  
APN: 25-200-31

THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE  
32 EAST, M.D.B.&M., COUNTY OF MONO, STATE OF CALIFORNIA, ACCORDING TO THE  
OFFICIAL PLAT THEREOF.

EXCEPT A STRIP OF LAND 100 FEET IN WIDTH AS CONVEYED TO STATE OF CALIFORNIA BY  
DEED RECORDED JULY 25, 1978 IN BOOK 248 PAGE 153 OF OFFICIAL RECORDS.

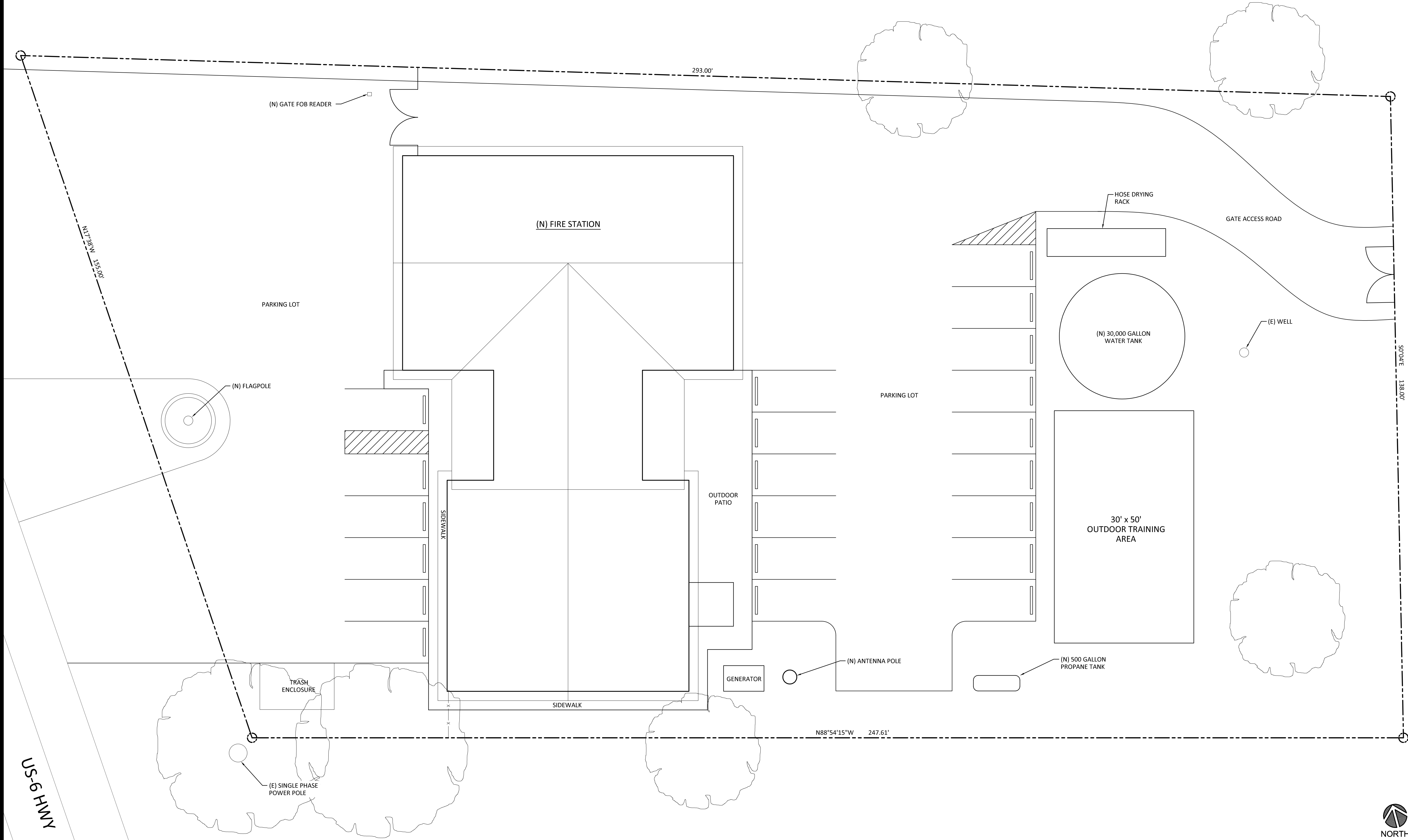
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1D  
AS1.0

PROPOSED SITE PLAN

FILE:

SCALE: 1"=10'-0"



FEASIBILITY STUDY

## WHITE MOUNTAIN FIRE PROTECTION DISTRICT

25474 US-6  
BENTON CA 93512

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PROPOSED SITE PLAN

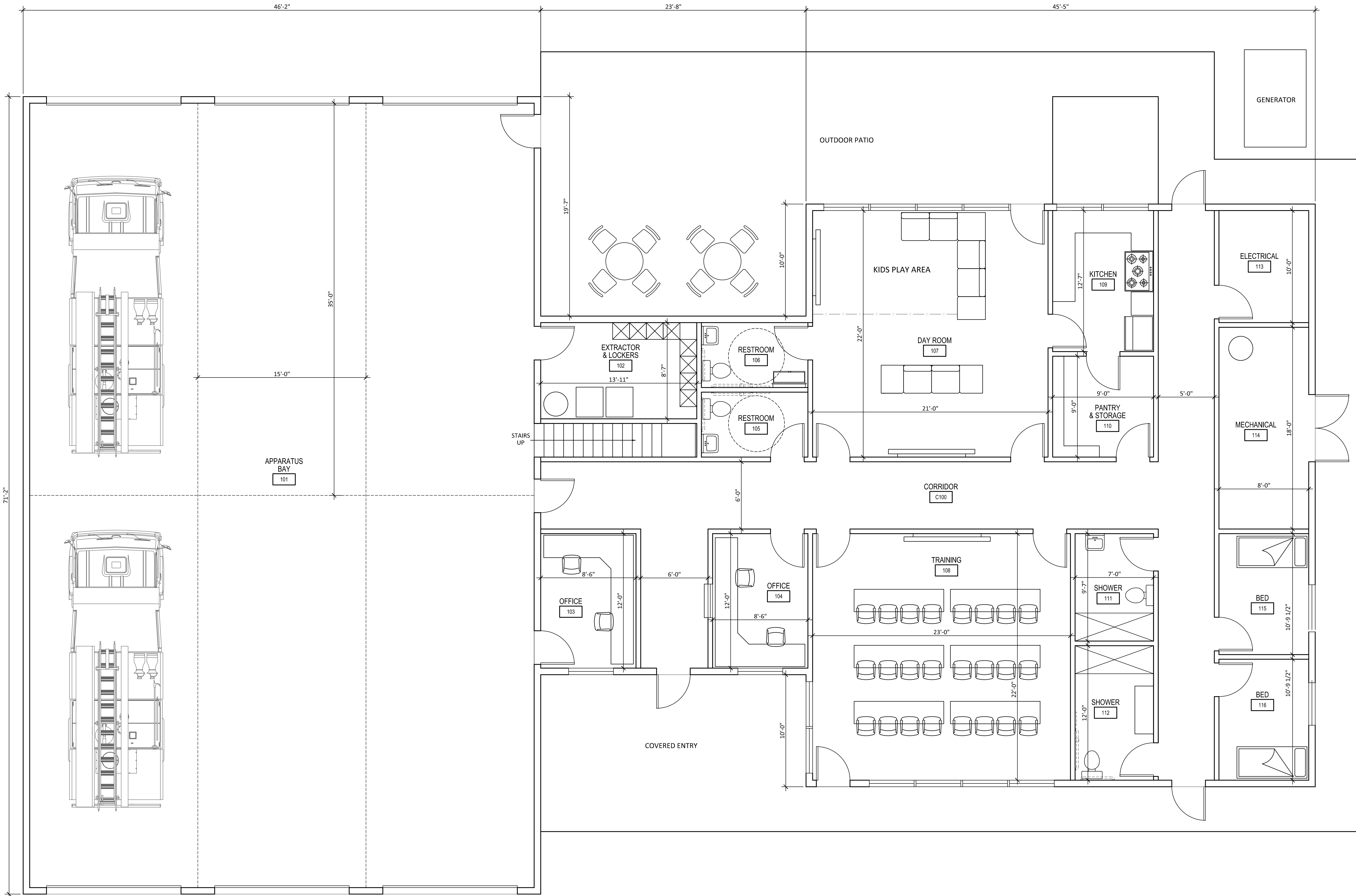
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AS1



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A1 FIRE STATION MAIN FLOOR PLAN

SCALE: 1/4" = 1'-0"

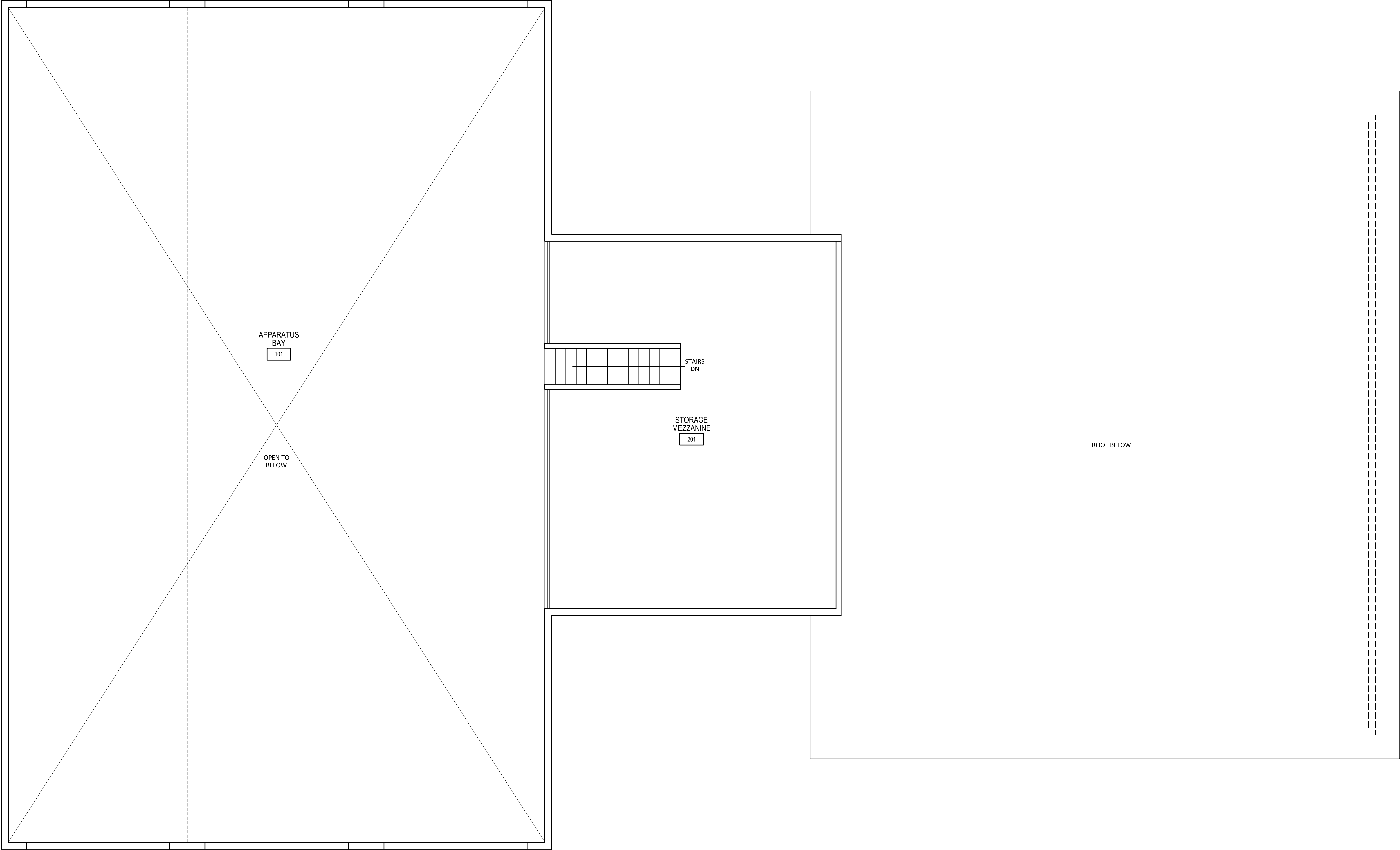
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FIRE PROTECTION  
DISTRICT**  
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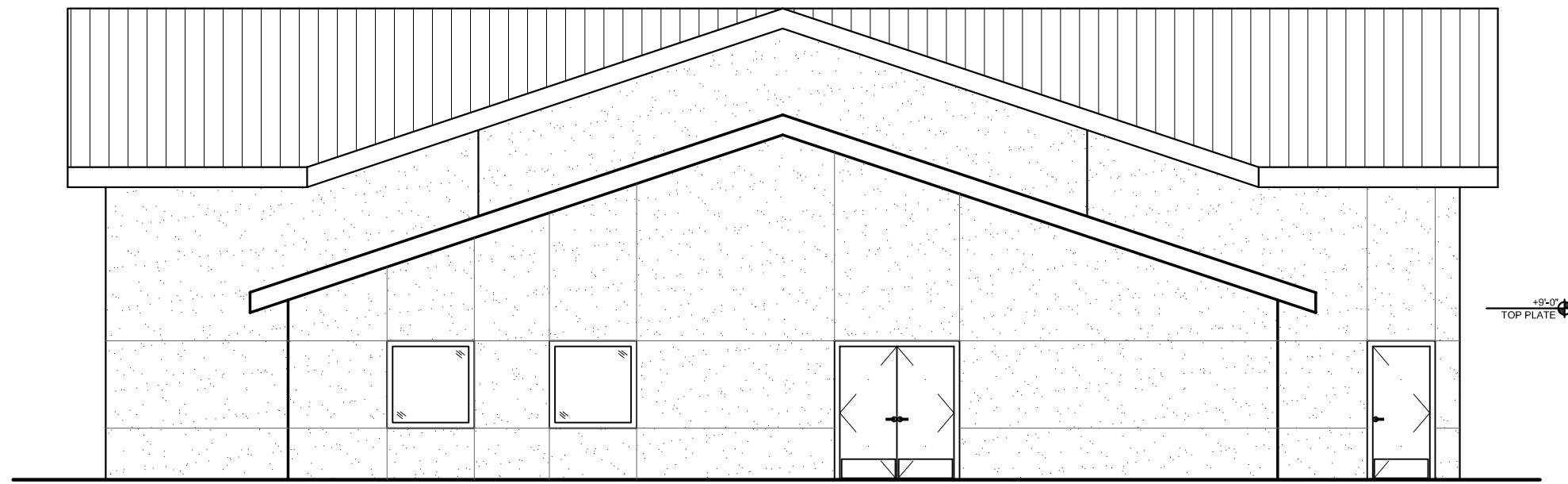
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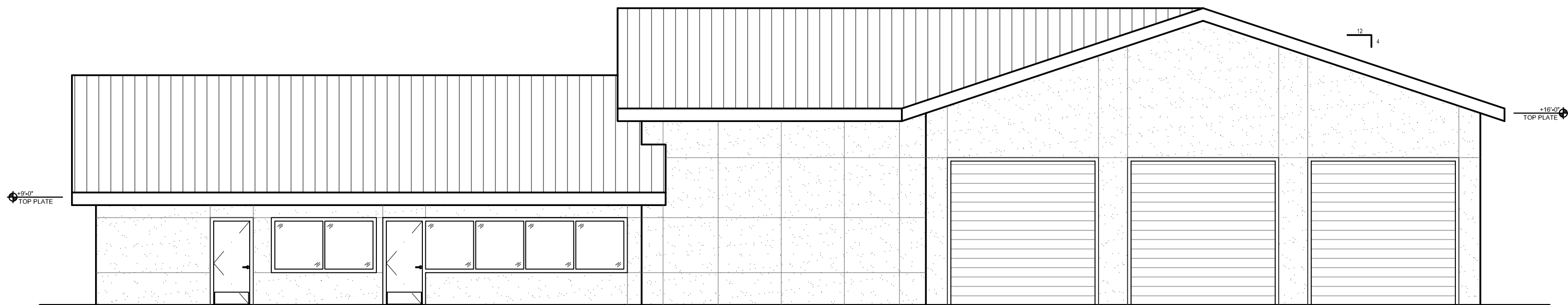
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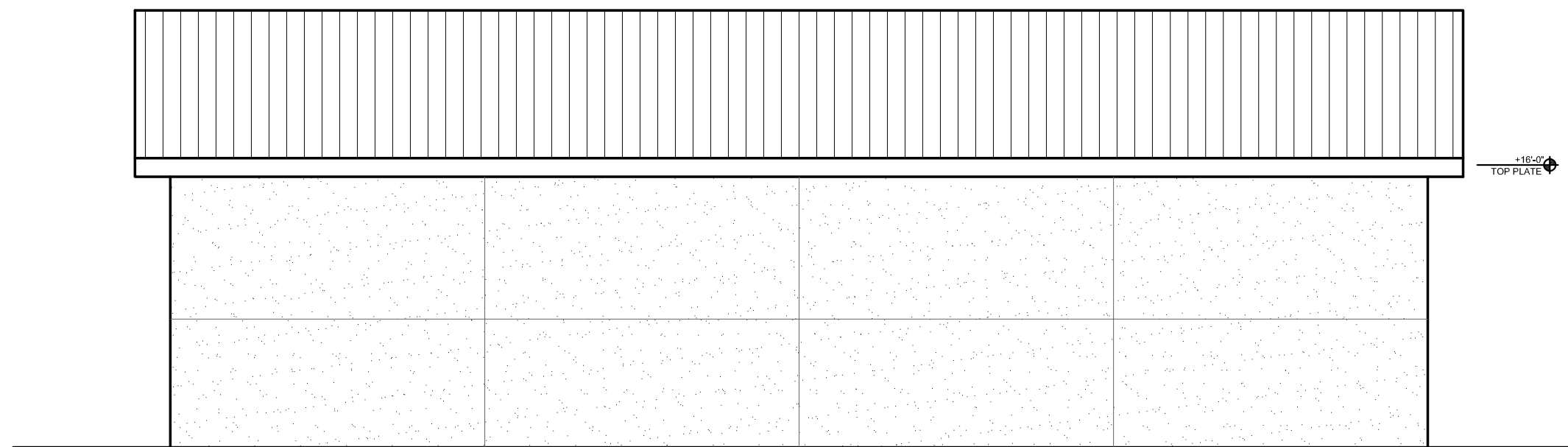
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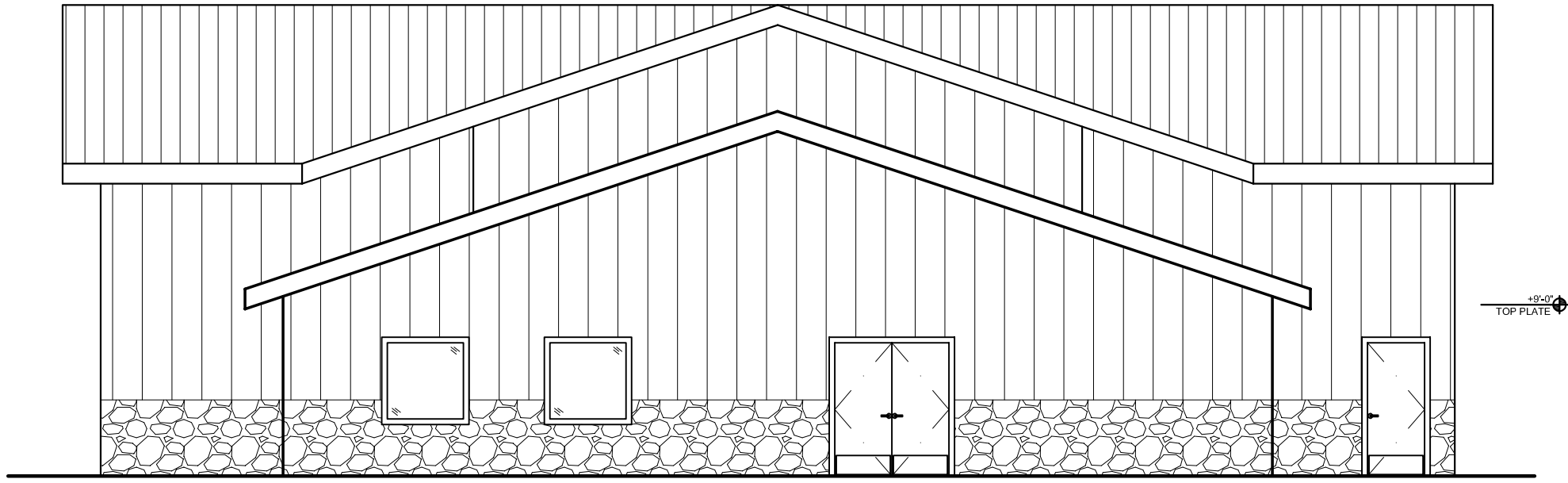
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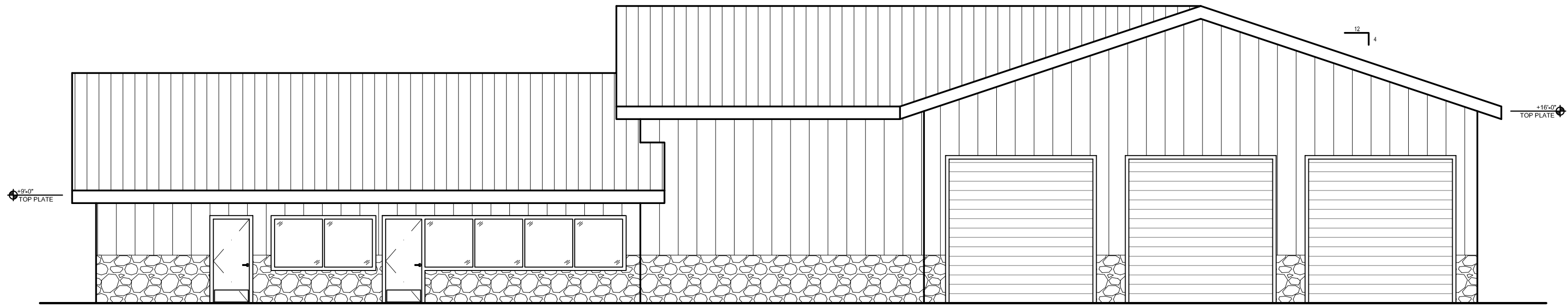
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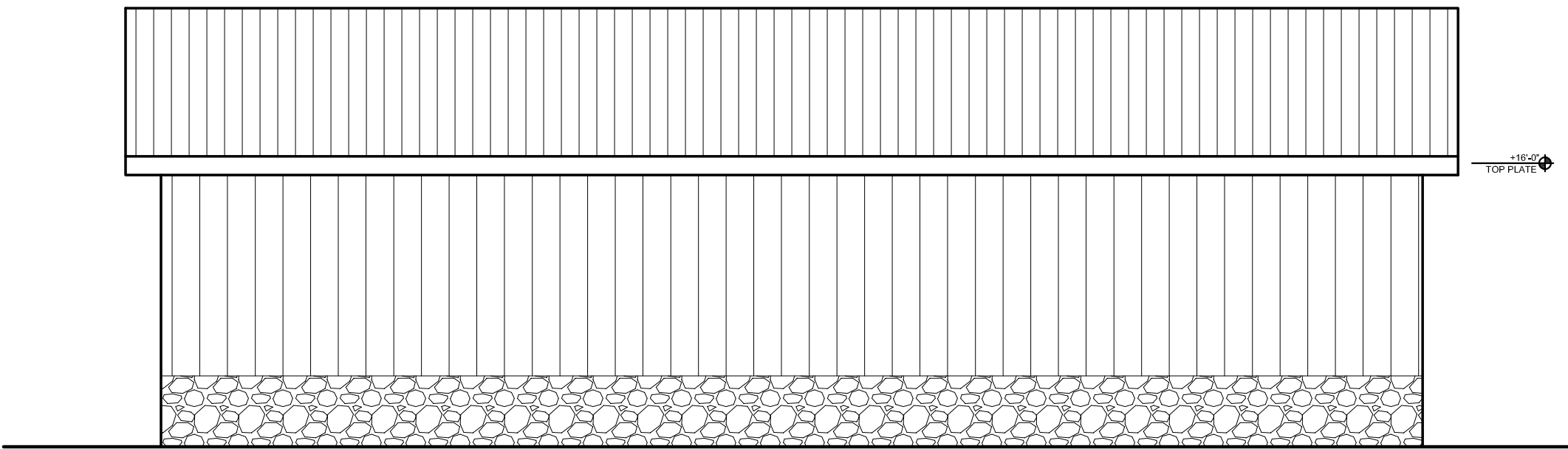
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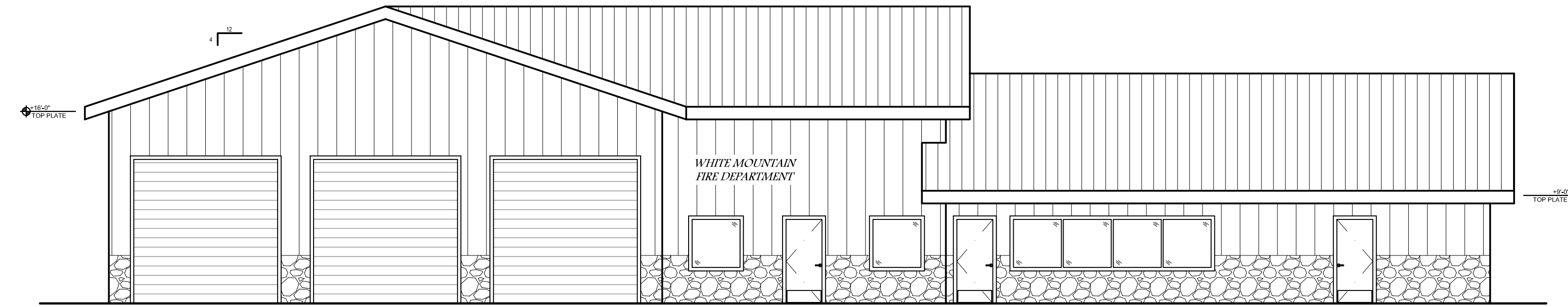
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■ ■ ■  
FEASIBILITY STUDY

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# White Mountain Fire Protection District

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Strategic Plan  
2025 - 2029



*Laura Roberts*  
photography



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Laura Roberts



## Letter From the Chief

It is my distinct privilege to present the 2025 through 2029 Strategic Plan. The White Mountain Fire Protection District has a deep commitment to service to the community. This plan is our pledge to grow, strengthen, and continue to provide high-quality services well into the future for all of our residents and guests. It will also serve to guide our management decisions, organizational structure, and efficient use of district resources.

Strategic planning is about change. Change occurs regardless of preparedness. How an organization responds to change defines the effectiveness in its delivery of services. The Tri-Valley region is not immune to change, and sometimes, the rate at which change occurs deceives its inhabitants. One day, there are open landscapes, and the next, there are new homes not noticed before.

As an organization tasked with providing emergency services to areas within, it must embrace strategic planning. Strategic planning is a dynamic process in which an organization honestly assesses its current state, identifies the areas on which it must focus (develops a mission), creates a vision of a future, a better version of itself (creates a vision); and defines targets it must hit to realize its vision (defines goals and objectives). It must be open to being true to its mission above all else and work toward the greatest good for the entire region it serves. The challenge then becomes having all organization members know the mission, operate aligned with the organization's values, and focus energy and resources on achieving the goals and objectives. All this must be accomplished while being fiscally responsible and continually adjusting to account for changes in the operating environment.

As the White Mountain Fire Protection District embarks on this planning process, a number of truths must be embraced. The District is a small spoke in a much larger wheel. This is a low population density,

economically challenged, and often "forgotten" part of a larger county. Tourism is not an economic driver for this region and, therefore, lacks political clout when funding decisions are considered at the county level. It is mainly made up of ranchers, farmers, and commuters, as well as a significant aging population. The services provided have evolved and continue to evolve from a poorly funded and poorly

---

*"Strategic planning is about change. Change occurs regardless of preparedness."*

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equipped group of concerned citizens who wanted and needed some form of emergency service. The district once encompassed this entire Tri-Valley region of Mono County but, due to cultural and momentum shifts, was split into two smaller districts in the late 1980s. This did not serve the residents of either district well. Costs were duplicated, limited human resources were diluted, and uniform training was diminished. In addition to that, the unwillingness of the county to recognize the advances in professional emergency dispatching has resulted in a grossly fragmented and awkward service that provides the basic levels of service, relying on individual commitment and trying to do the best it can. This is no excuse, as we can and will do better. It all starts with planning and vision.

As you will see, the White Mountain Fire Protection District, since 2016, has rallied its resources and leveraged its position to significantly increase and improve the delivery of emergency services within its boundaries. It has also lobbied and advocated for support of the entire region through its position on regional emergency services boards and efforts with the County leaders. It has been a proponent of consolidating the Tri-Valley emergency services districts.





Through these efforts, in the last eight years, the District was successful in bringing consistent Basic Life Support and Advanced Life Support Ambulance services to the residents of the district.

We are thankful to the residents of the Tri-Valley Region who stepped up and provided feedback on what they believe is working and not working with regard to the delivery of emergency services. Although the White Mountain Fire Protection District can only manage the resources within its boundaries, it is vital for the entire population of the region to

understand our motivations for improving the services for everyone living here.

*Dave Doonan*

Fire Chief

White Mountain Fire Protection District



## What is the legal requirement for fire protection in California?

Fire protection outside of incorporated cities and towns is an oft-misunderstood topic. Residents have been conditioned to believe that if they have an emergency, they dial 911, and the cavalry is sent to rescue, extinguish, transport, and generally save the day as much as possible. While local governments and public agencies are bound by law to provide a central number to call for emergency assistance (see , 2005 California Government Code Sections 53100-53120 Article 6. Local Emergency Telephone Systems). There is no such law mandating a response to fire or medical issues. People are led to believe that this service is for the public good and is an essential service that will be supplied to them. While it is an essential service serving the public good, it is by no means a mandatory service that the “government” must supply.

So, who is responsible for fire protection in California? The law that governs this is found in the California Public Resources Code, Division 4, Part 2, Chapter 1, Article 3, which specifies “Responsibility for Fire Protection”:

Section 4125 identifies those lands as State Responsibility Lands (SRA). These are lands, both publicly owned and privately owned, that, if affected by wildfire, would cause a “threat to the resources of California.” These resources are watersheds, vegetation, and forest lands. These lands are excluded within the boundaries of incorporated cities. Section 4127 defines excluded lands.



public resources code

**4125.** (a) The board (California State Board of Forestry) shall classify all lands within the state, without regard to any classification of lands made by or for any federal agency or purpose, for the purpose of determining areas in which the financial responsibility of preventing and suppressing fires is primarily the responsibility of the state. The prevention and suppression of fires in all areas that are not so classified is primarily the responsibility of local or federal agencies, as the case may be.

**“SRA”**

(b) On or before

July 1, 1991,

and every 5th year thereafter,

the department shall provide copies of maps identifying the boundaries of lands classified as state responsibility pursuant to subdivision (a) to the county assessor for every county containing any of those lands. The department

shall also notify county assessors of any

changes to state responsibility areas within the county resulting from periodic boundary modifications approved by the board.

public resources code

**4127.** The board shall not include within state responsibility areas any of the following lands:

(a) Lands owned or controlled by the federal government or any agency of the federal government.

**“Excluded Lands”**

(b) Lands within the exterior boundaries of any city, except a city and county with a population of less than 25,000 if, at the time the city and county government is established, the county contains no municipal corporations.

(c) Any other lands within the state which do not come within any of the classes which are described in Section 4126.

Counties may elect to provide fire protection services, which means not only residential fires but all fires occurring within the boundaries defined by the county. This becomes a tremendously expensive prospect, and most rural counties especially do not have the financial resources to commit to that responsibility. Section 4129 provides for this.

The foregoing situation is not desirable to most residents of communities in rural areas. The fact that a state agency will respond to your fire only to ensure it does not spread to nearby vegetation is disturbing to most. With time, residents of these communities come together and agree that they desire a higher level of service. The financial constraints are too significant to hire and equip a full-time fire protection service. Enter the volunteer fire department model.

To form a volunteer fire department, the citizens of a community present a petition to the county's Local Agency Formation Commission, signed by no less than 25% of the residents of the proposed district area, and the process begins. This process is laid out in the Fire Protection District Law of 1987, Chapter 3, Articles 1-3. Once this process is completed, a tax is collected by the county from the people residing within the district's boundaries and distributed to the district for the sole purpose of providing fire protection services. A district board now becomes a public governing body of an autonomous agency charged with operating the district to serve the taxpayers living within. This district is only responsible for services within the district boundaries and not to other areas outside that boundary. The district board comprises 3-5 members residing within the district and elected by the district's residents. If issues arise with service provision or management of funds, the district board is responsible for answering to the voters (taxpayers). The county will have no significant role in the district's operation once it is formed.



## Public Resources code

**4129.** The board of supervisors of any county may provide by ordinance that the county elects to assume responsibility for the prevention and suppression of all fires on all land in the county, including lands within state responsibility areas when the Director of Forestry and Fire Protection concurs in accordance with criteria adopted by the State Board of Forestry and Fire Protection, but not including lands owned or controlled by the federal government or any agency of the federal government or lands within the exterior boundaries of any city. After the effective date of the contract referred to in Section 4133, the county shall exercise for the duration of the contract all the duty, power, authority, and responsibility for the prevention and suppression of all fires on all land in the county for which the county is authorized by this section to elect to assume responsibility.

**“LRA”**

## The Fire Protection District Law of 1987

The Fire Protection District Law (Health & Safety Code §13800, et seq.) is the source of statutory authority for more than 380 fire protection districts. In response to many requests for copies of the law, the following pages reprint that statute as it existed on January 1, 2000. The Legislature adopted this revised statute in 1987 after a study that culminated in Senate Bill 515. Then the Chairman of the Senate Local Government Committee, State Senator Marian Bergeson, authored SB 515 which was the first complete revision of the fire district laws since 1961. In her honor, the statute is also known as the Bergeson Fire District Law (§13800).



## What is the legal requirement for the provision of Emergency Medical Services in California?

Emergency medical services are much the same as the fire protection laws in California, as there is no law that obligates a county to provide any level of pre-hospital emergency care and transport. California's Welfare And Institutions Code Section 17000-17030.1 obligates a County to care for indigent persons unable to care for themselves. It does not however require the county to provide ambulance services or other forms of pre-hospital emergency care.

The Emergency Medical Services Authority governs the provision of services in California. The EMS Authority is charged with providing leadership in developing and implementing EMS systems throughout California and setting standards for the training and scope of practice of various levels of EMS personnel. The EMS Authority also has responsibility for promoting disaster medical preparedness throughout the state and, when required, coordinating and supporting the state's

### *California's Welfare And Institutions Code*

17000. Every county and every city and county shall relieve and support all incompetent, poor, indigent persons, and those incapacitated by age, disease, or accident, lawfully resident therein, when such persons are not supported and relieved by their relatives or friends, by their own means, or by state hospitals or other state or private institutions.

medical response to major disasters. California Title 22, Division 9 governs procedures and rules regarding training standards and pre-hospital care. This only governs the systems providing the service. Again, it does not mandate that the service be provided. A county or local fire district can elect to fund and provide the service, but it is not required. If funding allows, many local volunteer fire departments take on the emergency medical role in addition to fire protection and rescue.

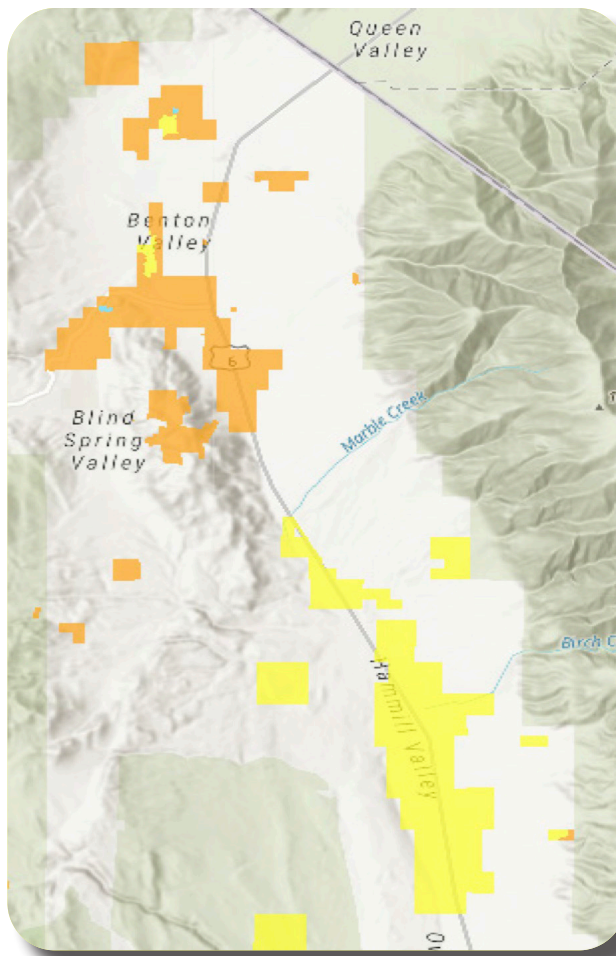


# Overview of Mono County Emergency Services

In the County of Mono, most private land lies within SRA lands ( Figure 1). Only Mammoth Lakes lies within LRA. There are currently eleven separate volunteer fire districts within the county (Mammoth Lakes, June Lake, Long Valley, Lee Vining, Wheeler Crest, Paradise, Chalfant, White Mountain, Bridgeport, Antelope Valley, Mono City) and one full-time, paid fire station (Marine Corp Warfare Fire) which provide fire protection and varying degrees of first response emergency medical service. Of these agencies, only three are considered ambulance transport agencies (Mammoth Lakes, Chalfant Valley, and White Mountain). In 1976, Mono County elected to provide emergency medical services to residents and visitors through a county-funded EMS department, funded by General Fund dollars and loading fees (fees for service). This service evolved to provide full-time, paid, advanced life support paramedic and ambulance transport services. The ambulances are located at Mammoth Lakes, June Lake, Bridgeport, and Walker. Although the intent was to provide countywide service, these units mainly

provide service along the Highway 395 corridor. It was evident that the difficulty in responding to the Tri-Valley region became a hindrance to the quality of service that was envisioned for the entire county. Response times were well over one hour to the Tri-Valley area, and it would leave the other areas without service during these long responses. Mono County leaders attempted to address this long-distance

response problem in the form of hiring two different consultants and the formation of an EMS Ad Hoc Committee in 2016. In 2017, the White Mountain Fire Protection District, having followed the problem closely, realized it needed to be part of the solution. With the difficulty in attracting and retaining EMS personnel, the district devised a plan to pay stipends to willing volunteers to “cover” the ambulance. Negotiations between the County and the District led to a collaboration, with the county providing financial support in exchange for the district providing consistent EMS service to the residents and visitors *within the boundaries* of the White Mountain Fire Protection District not including the now separate and distinct Chalfant Valley Fire District. The service provided by WMFPD to the district residents and visitors has evolved to include BLS, ALS, and transport services, staffed with volunteers.



*White Mountain Fire District SRA Map with Fire Severity*  
*SRA High Fire Severity*  
*SRA Moderate Fire Severity*







*“Never doubt that a small group of thoughtful, committed citizens can change the world: indeed, it’s the only thing that ever has.”*

*-Margaret Meade*



## District Formation And Regional Overview

The White Mountain Fire Protection District (White Mountain FPD) was established in 1967 by a resolution from Mono County. Its purpose was to provide all hazard fire protection and emergency medical services to an area of approximately 187 square miles in Tri-Valley, which includes Benton, Hammil, and Chalfant Valley. In 1974, the district's area was reduced to 175 square miles when 10 large ranches were detached from the district. The district continued to operate until 1988 when the Chalfant Valley CSD was formed and split from the district due to cultural influences and individual motivations. This change resulted in a reduction in district size by approximately 50 square miles and a significant decrease in population base, volunteer resources for both districts and revenue sources from the larger district. The district boundaries now include Benton and Hammil Valleys. The district is bordered to the east by the White Mountains, to the west by the Benton Range, to the south by the Chalfant Valley, and to the north by the Nevada State Line. The two valleys are located along an approximately 22-mile stretch of State Route 6, which is the only access through the area. The topography within the district is characterized by the relatively flat floor of the valley, gently sloping alluvial fans to the sides of the valley floor, and steep slopes above the alluvial fans. The vegetation in the district is primarily desert scrub. Due to non-overlapping Fire District boundaries, there is a large portion of the County not served by a fire protection district. Custom and need have dictated that neighboring fire districts cover this area. This increases the "first due" area to about 280 square miles.

Benton is a rural residential community with limited small businesses, an elementary school, federally funded internet and fiber optic lines (Digital 395 Project), waterways, ponds, hydro-electric generation, electric subsatation, community center, senior center, church, county road yard, and a county landfill/transfer station. Surrounding areas include large ranches with irrigated cropland and other agricultural uses.

### Population

As of the 2020 census, the population of the Tri-Valley area is 1220. An additional 90 people are residing in the area of the Utu Utu Gwaitu Tribal Reservation. The breakdown of the population is as follows: Chalfant 660, Benton 279, and Hammil Valley 122. This equates to an increase in the total Tri-Valley population of 27% from the 2000 census. Hammil Valley and Benton have seen an increase of 14.5% in this same time frame.

As of 2020, there were 595 (461 in 2010; a 29% increase) total households in the Tri-Valley and Reservation area, with 157 in Benton, 125 in Hammil Valley, 28 in the Utu Utu Gwaitu Reservation, and 212 in Chalfant Valley. This translates to a 58% increase in the number of households in the Tri-Valley in a 20-year time span.

Although specific data for Hammil Valley and Tribal Reservation is difficult to extract, interpolation results indicate a 78% owner-occupied and 22% renter-occupied households.



The Hammil Valley is primarily agricultural, mostly irrigated cropland with dispersed ranches and increasing residential development.

A number of large ranches and private parcels that withdrew from the district in 1974, as well as the Benton Paiute Reservation, are located within the district's boundaries and served by the district but the district does not receive property tax funds from those lands. Various agreements and fee for service help offset costs. The District currently provides fire protection and EMS under an MOU with the Benton Paiute Tribe.

## jobs and commute

A significant percentage of the residents of the Tri-Valley work outside of Mono County. Of 387 workers 16 or older in 2000, 71 percent worked outside of Mono County (Table 28, Housing Element). However, 54 percent of Tri-Valley workers commuted less than 30 minutes, indicating that many of those who worked outside of the county probably lived in Chalfant and worked in Bishop. Eighteen percent of the workers in the Tri-Valley spent 30-44 minutes commuting, 4 percent spent 45 to 59 minutes, and 16 percent spent 60 or more minutes commuting (Table 29).

## age characteristics

The age distribution of the Tri - Valley is a significant factor in operations. As revealed in Table 6 below of the Mono County Housing Element. In 2000, 5 percent of the population in the Tri-Valley was under 5 years old, 20 percent was 5-17 years old, 61

percent was 18 to 64, and 13 percent was over 65 (Table 8A, Mono County Housing Element). Compared to other community areas, the Tri-Valley had one of the higher percentages of its population in the senior age group and the third largest number of people in that age group.

### Age

The average median age of the individual CDPs is 45.2, significantly older than the median age within the Town of Mammoth Lakes at 32.6. The number of seniors 65 years and older increased from 10% of the unincorporated population in 1990 to 12% in 2000, to 14.2 % in 2010. Coleville had the highest percentage of children under 18, presumably due to the Marine Corps housing in Coleville. The Antelope Valley also had one of the highest percentages of seniors 65 years and older. The Long Valley/Wheeler Crest and Tri-Valley planning areas had high percentages of children under 5 and seniors 65 years and older.

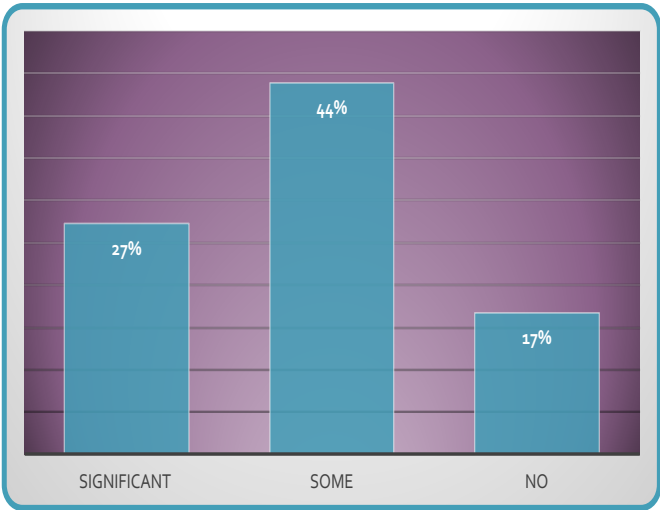
**Table 6: Age Characteristics by CDP, 2010**

	Total Population	Median Age	# Under 18	# 18 & Over	# 65 & Over	% Under 18	% 18 & over	% 65 & Over
Countywide	14,202	37.2	2,979	11,223	1,377	21.0%	79.0%	9.7%
Mammoth Lakes	8,234	32.6	1,719	6,515	532	20.9%	79.1%	6.5%
Unincorporated County	5,968	45.0	1,260	4,708	845	21.1%	78.9%	14.2%
<b>Mono County CDPs</b>								
Chalfant	651	47.1	131	520	51	20.1%	79.9%	7.8%
Benton	280	48.8	54	226	35	19.3%	80.7%	12.5%



# growth

With the increasing concerns in both Mono and Inyo counties for not only affordable housing but housing of any kind comes increasing pressure on developable land stocks. Mono County covers approximately 3,030 square miles of California. Of that, 94% is publicly owned and not available for development. That leaves 180 square miles of total land available. The Tri-Valley encompasses a total of 150 square miles with roughly 13 square miles of privately owned land. Mono County's population as of the 2020 census is 13,192. This equates to a population density of 73 people per square mile. The lands within the Tri-Valley are seeing increased pressure for housing both from their proximity to Bishop (Chalfant Valley) and the relative affordability (Benton, Hammil Valley) when compared to the rest of the county. In a recent community survey, 71% of the respondents believed there would be some or ignificant growth in the next 5-10 year period. It would be prudent, from an emergency services standpoint, to plan for an increasing population and address the infrastructure needs that this growth will inevitably bring.



From 2024 Community Survey  
 "Do you believe the Tri Valley will experience growth in the next 5-10 years"

Quick Facts <sup>7</sup>	Tri-Valley Buildout Potential		
Communities:	Land Use Designation	Acres	Unit Potential
Benton (pop: 280)	AG	5,360	1,567
Chalfant (pop: 651)	C	23	19
Housing Units: 460	ER	849	387
	MU	10	8
Lowest median income in County	RM	3	2
	RMH	363	361
	RR	1,386	508
Approximately half of units are manufactured homes			
Flood plain restricts development			
	Total	8,386	2,635
	Buildout Potential Remaining: 82.6%		

From Mono County Housing Element, Udate 2019



# Mono County Fire Protection Districts





# White Mountain Fire Protection District Organization

**Legal Counsel**

**Board of Commissioners**

**Secretary - Treasurer**

**Fire Chief**

**EMS Coordinator**

**Facilities Coordinator**

**Training Coordinator**

**EMS**

**Fire**

**General**





*“Coming together is a beginning, staying together is progress, and working together is success”  
-Henry Ford*

# White Mountain Fire Protection District Foundation for Evolution

## Who Are We?

**White Mountain** Fire Protection District is made up of people like you. We are doctors and farmers, engineers and laborers. We are stay-at-home moms and dads. We are brothers, sisters, parents, grandparents and neighbors. We are sons and daughters. We are employees and employers. But above all, we all share a commitment to serving our community. There is strength in diversity, and problem-solving becomes much more efficient when a community works together.

## Why Do We Exist?

**We exist to strengthen and protect** our community by providing, emergency medical services, firefighting and property preservation, fire prevention and public education through the donation of our time and skills.

## What Do We Do?

**Mission Statement** - The mission of the White Mountain Fire Protection District is to provide the highest level of service within our means in fire mitigation, fire prevention, emergency medical assistance, community service, and education to the residents of our district and all others who request our assistance. To achieve this, we dedicate ourselves to proper planning, quality training, compassionate care, and community spirit.

## Where Are We Now?

**We are an evolving**, relatively stable force providing essential emergency service in an ultra-rural frontier region with minimal tax base, population, and services.

# Values

What defines us? The way we live forms the foundation upon which we build our character and our life. For the White Mountain Fire Protection District, our values are the moral compass that governs the culture of our organization. Our culture is based on **CORE VALUES OF :**

- » *Honesty*
- » *Diversity*
- » *Professionalism*
- » *Responsibility*
- » *Community*
- » *Safety*
- » *Accountability.*
- » *Integrity*

# Vision

To build a foundational and professional organization that is a cornerstone of the communities we serve. To accomplish this, our vision must be broad and unencumbered by traditional roadblocks. We must strive to think outside of the box and accomplish things thought to be impossible. We must be creative in our approach and willing to follow non-traditional paths. This vision leads us to our motto,

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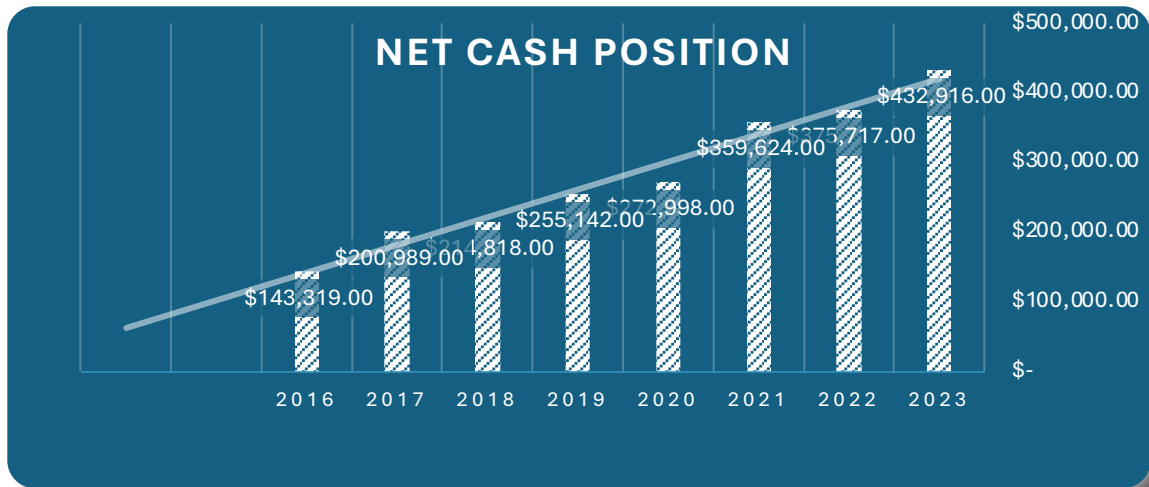
**“We are not judged on our intentions, but on our achievements”**

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We care about our community and each other with compassion, hold each other accountable, treat everyone with respect, and demonstrate trust and empathy to all with whom we interact. We empower our members to strive for personal excellence by being responsible for their actions, practicing the highest degree of ethical behavior, and using their best judgment when making decisions. We value a compassionate

environment in which the needs and development of our community and co-workers are a top priority. This environment is fostered by a professional and enthusiastic membership who diligently adheres to a sound code of moral and ethical conduct. We value accountability by holding each other responsible for our performance and ownership of resources bestowed upon us by the community. Our demonstration of talented, purposeful, reliable, and professional behaviors earns the trust of our community and promotes personal integrity and empowerment. We embrace diversity by valuing, respecting, and recognizing the worth of others while consistently exhibiting professionalism and compassion for those in need. We respect each other and the value, dedication, talent, and commitment each member brings to the job every day. We hold ourselves to ambitious standards and strive to be industry leaders in every aspect. We value an empathetic workforce that seeks to support, understand, and meet the needs of our community and each other. Services will always be delivered free of bias, as we recognize and appreciate the diversity within our community and membership.

# District Finances



The operating environment of the District is such that financial constraints are an ongoing limiting factor for service delivery. Dating back to 2016, these financial constraints were identified, and goals were set to increase the department's fiscal sustainability. Through innovative thinking and aggressive policies and planning, the district has been able to show a steadily increasing cash position over the last decade.

The principal funding source for the district is a property tax levied for the district by the Mono County tax assessor. In Fiscal Year 24/25, this tax generated approximately \$63,000 in gross revenue for fire protection services within the district boundaries. This amount is reduced by approximately \$9,300 due to the Education Relief Augmentation Fund, making net tax allocation income roughly \$54,000. The Educational Relief Augmentation Fund ("ERAF") was

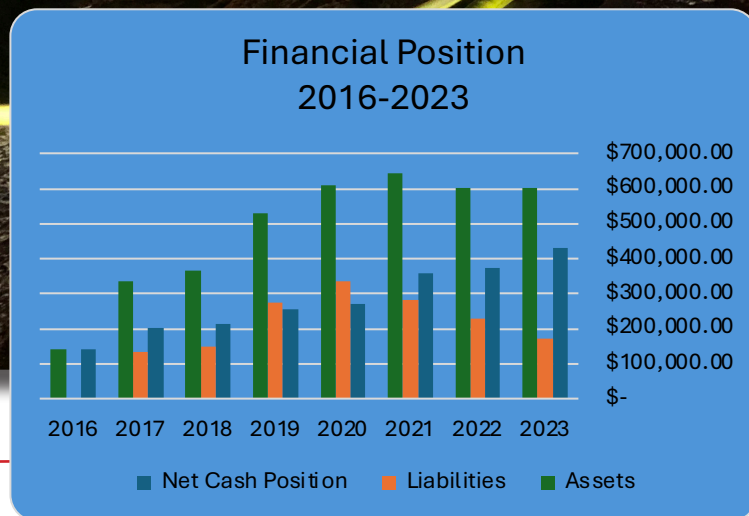
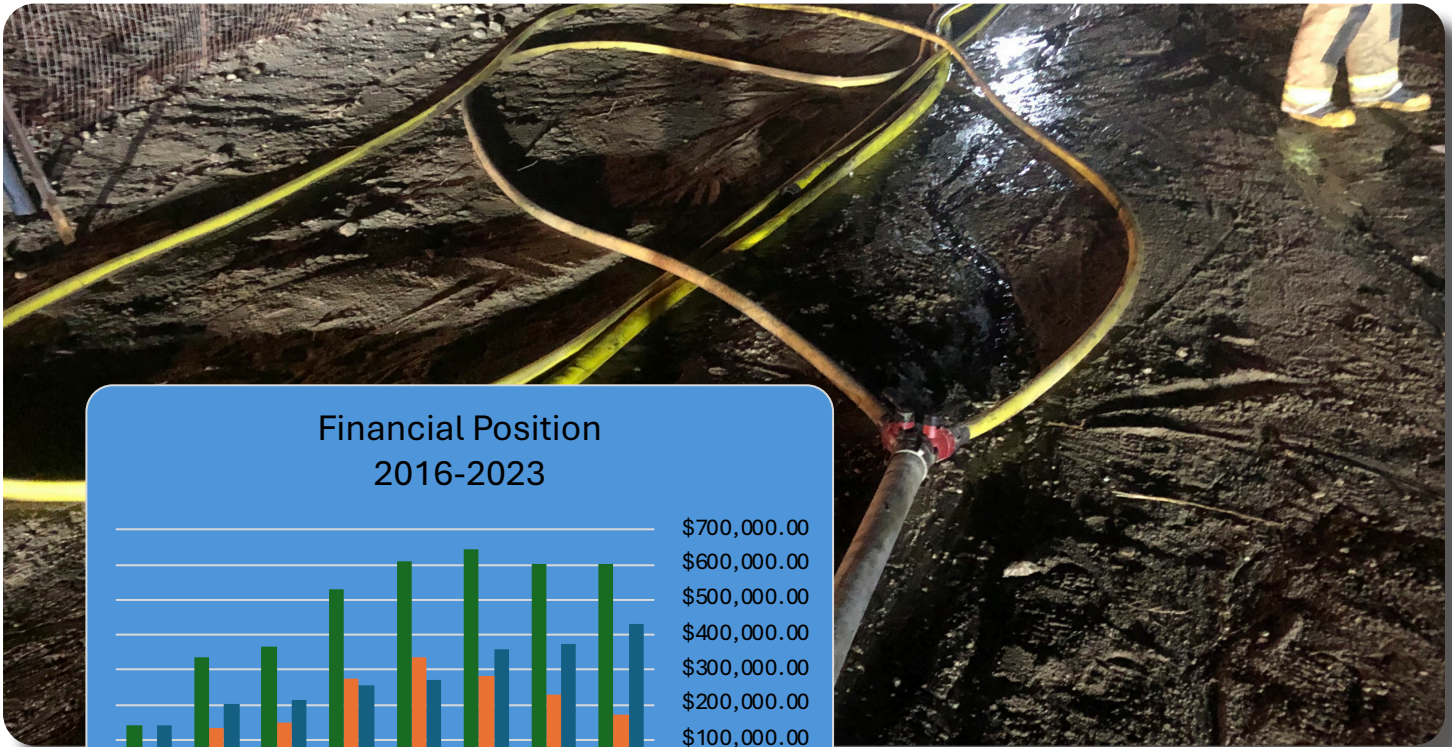
established as part of the reallocation of property taxes mandated in Fiscal years 1992-93 and 1993-94 by California during the State's last budget crisis. Property taxes were reallocated from counties, cities, and special districts to school districts via the ERAF, based on formulas contained in Revenue and Taxation Code Sections 97.2 and 97.3, thereby reducing State General Fund allocations to school districts. These reallocations were made a permanent part of the tax allocation process. The Chalfant Valley Fire District generates approximately \$170,000 in tax revenue with an ERAF reduction of \$20,000 for a net tax allocation of \$150,000.

Due to the county's concerns over providing emergency medical services to all parts of the county and determining that the Tri-Valley region was underserved, The White Mountain FPD negotiated a contract with Mono County



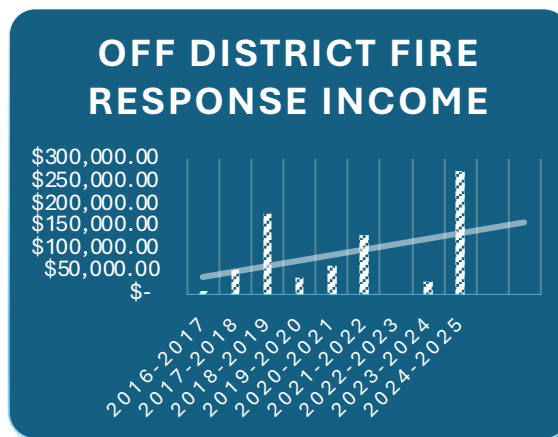
to provide stable EMS services to the areas within the district boundaries in exchange for fiscal support through general fund revenues.

The county general fund has long subsidized the Mono County EMS Department by nearly \$2,000,000 annually to provide ambulance



Another significant source of funding comes from Statewide Mutual aid response to state and federal fires inside and outside of California. The District participates in off-district mutual aid responses, which are made possible through various state and federal agreements to provide resources to large incidents throughout the state and beyond. Participation requires significant training and time commitments, which the district has been able to accomplish. This program not only brings in much-needed fiscal resources and allows for the purchase of vital equipment for the district, but it is also

an invaluable source of training and experience on large complex incidents, which is then brought back to our small district. Over the last nine years, the district has averaged \$86,000 annually in income realized. Unfortunately, the amount of this income is directly related to the severity of the fire season and weather-related disasters.





# District Assessment

**For strategic** planning to be effective, an honest assessment of the current conditions must be undertaken. This assessment comes from members within the department, staff and officers managing the department, financial analysis, and community input.

Several meetings were held within the department, at the board level, and with the public. A true planning guideline is to inquire from the public served what it is they need and what improvements can be made. Sometimes, this comes with negativity, but it also inspires growth and change. This district exists to fulfill a need from the public. The public can decide to what level and how efficiently it wants that need to be fulfilled.

White Mountain FPD solicited community input from the district residents as well as the residents of the neighboring district in the same region in the form of a survey mailed to all residents. The intent of this survey was to

get a feel for current levels of satisfaction and possible methods to improve service for all, especially with regard to EMS and ambulance services.

The results of our Tri-Valley Region survey give insight into the perceptions and

expectations of the public with regard to the operations of the fire department.

Although the majority of the respondents stated that the fire department was meeting their expectations, only 41% had utilized the services of the fire department. It is clear that the district needs to provide more outreach and education on the operation of the district as well as address the common threats perceived by many of the residents. As with most fire departments nationwide, medical emergencies are the number one threat felt

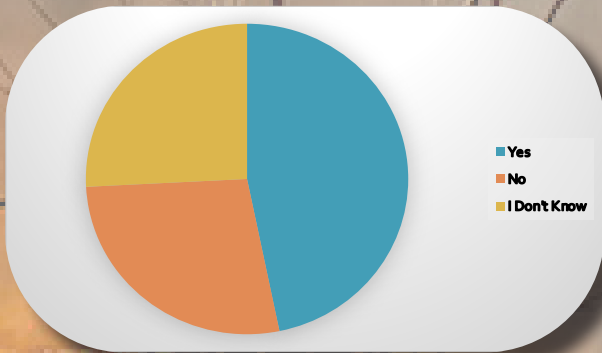
by the public. 67% of respondents cited this, followed by Wildfire (64%) and Significant Delays after calling 911 (56%). Other threats included weather events, communications, earthquakes, and vehicle accidents. Most respondents felt there would be growth, and 71% felt that the emergency service would have to expand to meet this growth.



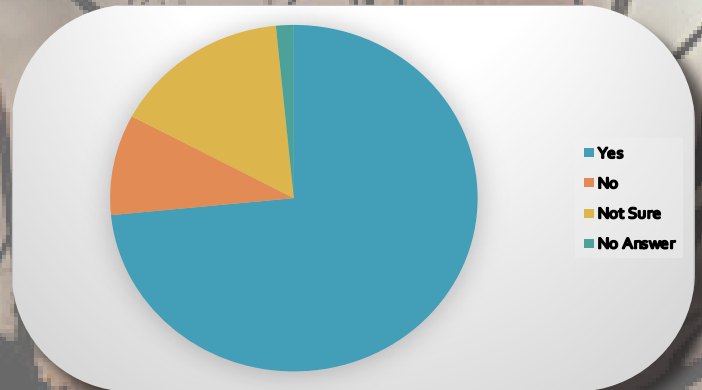
# 2024 Tri-Valley Community Survey

## -external analysis-

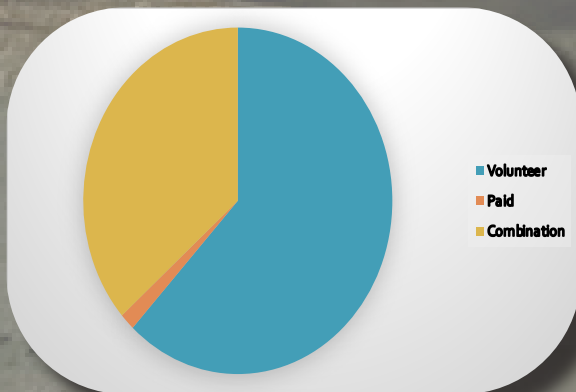
**Do you believe the county is required by law to provide fire and emergency medical services?**



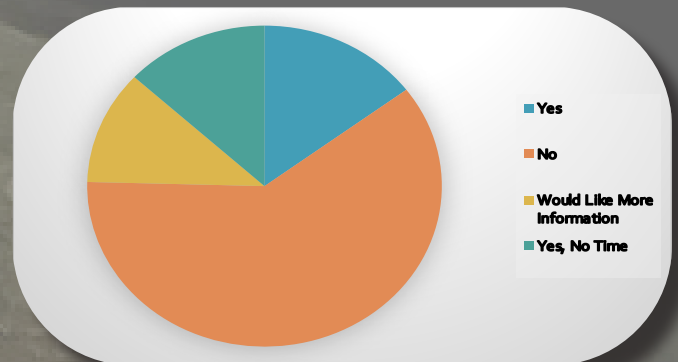
**Do you feel the fire department and emergency medical services need to increase their capacity to keep up with future growth?**



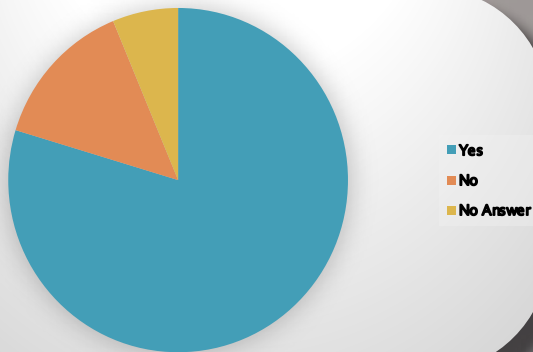
**Is your local fire department considered paid, volunteer or a combination of both?**



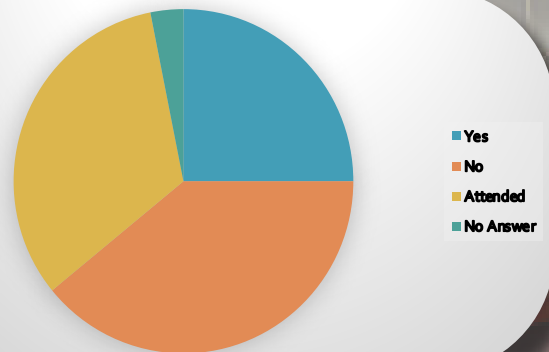
**Do you have any interest in becoming involved with the emergency service delivery in this region?**



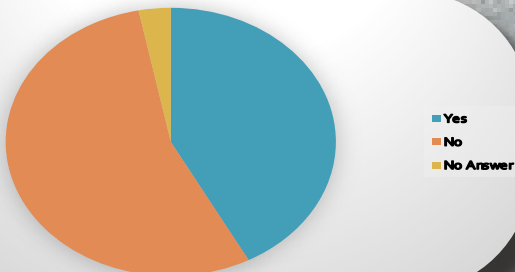
**Is the current level of services meeting your expectations?**



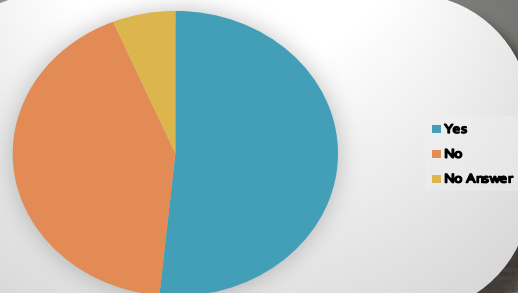
**Are you aware of the Community Dinner sponsored by White Mountain Fire Department held every January?**



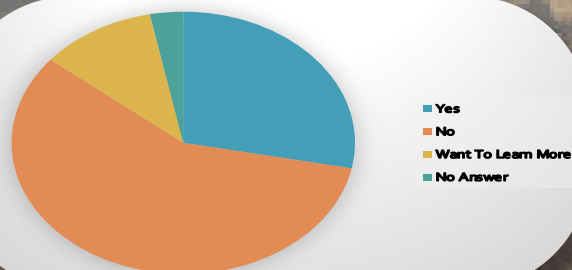
**Have you used the services of the fire department?**



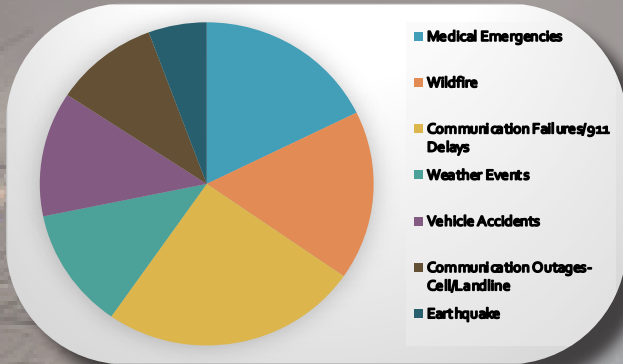
**Would you be interested in training provided by the fire department such as CPR and first aid?**



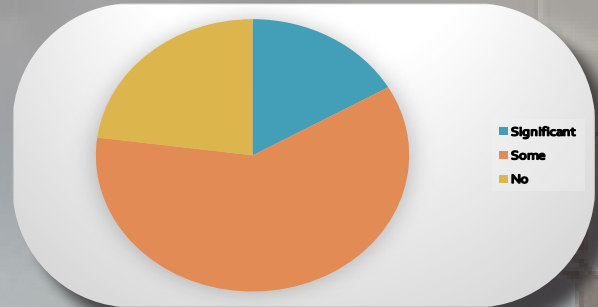
**Are you aware of Cal Fire's Firewise Community Program?**



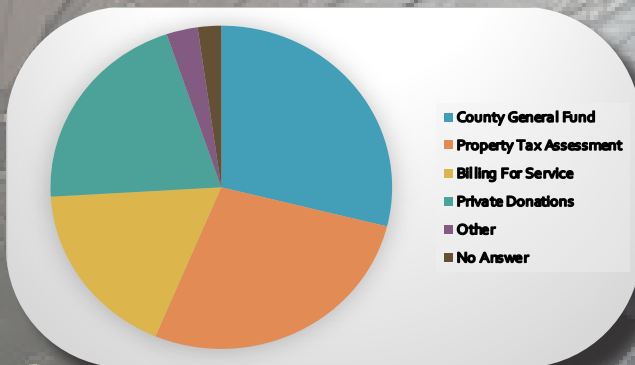
### What threats to our community concern you the most?



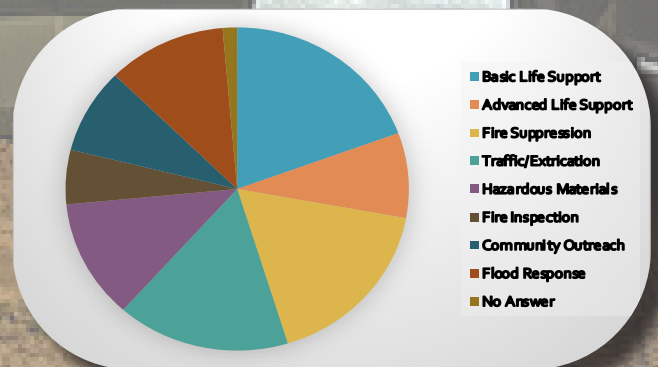
### Do you feel the Tri-Valley Area will experience significant growth in the next 5-10 year period?



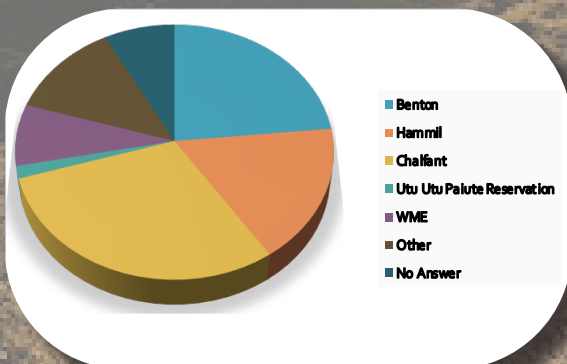
### How do you believe the local fire departments are currently funded?



### What services do you believe the fire department currently provides?



### Where do you live?





# S.W.O.T. (Strengths, Weaknesses, Threats, Opportunities)

## -internal analysis-

A SWOT analysis is a valuable tool that allows an organization to comprehensively assess internal strengths and weaknesses, as well as external opportunities and threats. This is then used to strategically plan for improvements, identify areas for development, and make informed decisions to better serve our community and respond effectively to emergencies; essentially, it helps us understand where our department excels, where it needs to improve, and what external factors could impact your operations to maximize effectiveness.

Key reasons to conduct a SWOT analysis:

1. Identify areas for improvement:
  - By examining weaknesses, we can pinpoint areas within your department that need attention, such as staffing shortages, outdated equipment, or inadequate training programs.
2. Leverage strengths:
  - Recognizing your department's strengths, like strong community relationships, highly skilled personnel, or advanced technology, allows you to capitalize on them and further enhance your services.
3. Capitalize on opportunities:
  - A SWOT analysis helps identify potential opportunities in the community, such as new grant programs, partnerships with other organizations, or emerging

technologies that could benefit your operations.

4. Mitigate potential threats:
  - By identifying potential threats like financial challenges, changing regulations, or natural disaster risks,



you can develop proactive strategies to minimize their impact.

5. Strategic planning:
  - The insights gained from a SWOT analysis can be directly integrated into our strategic plan, guiding the decision-making and resource allocation process.

# White Mountain FPD S.W.O.T

## STRENGTHS

- Our People:
  - Passionate
  - Committed
  - Skilled
- District and Department Leadership
- EMS Delivery and Training
- Apparatus
- Equipment
- Access to Training
- Social Media
- Website
- Professionalism

## Weaknesses

- People - All Volunteer
  - Limited pool for volunteers
  - Peoples Available Time
  - Parenting Demands
- Access to outside training
- Training props
- Recruitment-Small Population
- Communications and Radio System
- Dispatch 911 Service - No EMD
- Finance - Very Limited
- Billing Services
- Facilities - Outdated/Outgrown
- Equipment - Average Age
- Record Keeping

## Opportunities

- Satewide Mutual Aid Responses
- Consolidation with Chalfant Fire
- Community Network Building
  - CPR/First Aid Training
  - 4H/Explorer Program
  - Holiday Food/Toy Drive
  - Welfare Checks
  - Snow Plowing
  - Yard Debris Cleanup
- Land in Hammil for Station
- Offer Variety of Volunteer Roles
- Increased Collaboration with Emergency Service Partners
  - Mono Fire Chiefs Association
  - Cal Fire
  - USFS
  - Mono Board Supervisors
  - Chalfant Valley Fire
  - Esmeralda County Fire
  - Mineral County Fire

## Threats

- Negativity
- Retention of Volunteers
- Decrease Volunteerism
- OSHA Mandates
- Increasing Call Volume
- Cost of Doing Business
- Population Growth
- Decreasing younger population



*"What counts in life is not the mere fact that we have lived. It is what difference we have made to the lives of others that will determine the significance of the life we lead."  
-Nelson Mandela*



# White Mountain FPD 2025 -2029 Goals

## GOAL 1 . . . . .

**Replace Fire Station In Benton.** The district and community would greatly benefit from upgrading the current fire station. Issues such as carcinogenic exposure, proper heating, training space access, building and site security, public access and community access. We will use all tools available to us to bring funding in from State and Federal sources to accomplish this.

## GOAL 2 . . .

**Increase manpower for statewide mutual aid.** The district receives a significant financial benefit by being able to support state and federal mutual aid needs annually. We must always have enough personnel and resources to protect our district. We will launch a wide ranging recruitment effort to bring on willing participants to assist in this our off district responses.

## GOAL 3 . . . . .

**Increase our EMS staff number and capability.** Intensely recruit new EMT's to augment our EMS staff. Provide Advanced EMT training in house for a higher level of care in the field. We will support members wishing to pursue Paramedic training

## GOAL 4 . . .

**Provide the safest work environment possible for members.** We will continue to strive to provide safety in the form of up to date personal protective clothing and equipment. We will make a priority of pursuing a safe building, free from known carcinogenic sources. We will strive to provide extraction equipment for cleaning of personal protective clothing. We will strive to provide the necessary training to carry out our mission safely.

## GOAL 5 ..

**Minimize death and property loss.** We will accomplish this with effective and timely responses to all calls within our district with the proper equipment and training. We will strive to continue to meet the NFPA Rural and Remote Response standard to the best of our abilities.

## GOAL 6 . . . . .

### **Enhance our community outreach.**

- Create a 4H Fire Science Project
- Continue our annual Community Dinner
- Support and encourage Firewise Community efforts
- Snowplow/Welfare checks on at-risk population
- Fuels mitigation project
- Provide 2 Community Trainings per year





## White Mountain FPD 2025 -2029 Goals

**GOAL 7 . . . . .** **Record a minimum of 100 hours of in-house training per member per year.** We will strive to provide quality training to all members while being acutely aware of available time for each. We will maintain our EMT education requirements through in-house trainings. We will provide an Advanced EMT Class. We will encourage and support outside training opportunities.

**GOAL 8 . . .** **Embrace diversity in our department.** We will strive to be welcoming to all interested people in our department. We want our membership to accurately reflect the diversity of our community and understand the unique contributions that a diverse membership brings to us.

**GOAL 9 . . . . .** **Encourage open discussion with Chalfant Valley Fire District regarding consolidation.** Strength in numbers will be the goal. We are stronger together than working apart. The goal is to bring the highest level of service to the most people in an efficient and cost-effective manner. The population of the Tri-Valley would greatly benefit from the strength created through merger.

**GOAL 10 . . . . .** **Increase our recruitment efforts.** We will increase recruitment through education and non-traditional roles in the volunteer fire department. We will not mandate time commitments but be grateful for any time a person can provide.

**GOAL 11 . .** **Continue to promote professionalism.** We value professionalism and the treatment of all who call us with the utmost respect. We will continue to provide uniforms to our personnel and consistent policies promoting professional conduct.

**GOAL 12 . . . . .** **Focus on improving our Public Protection Classification.** The PPC is a tool used by insurance companies to rate risk. We will strive to build a satellite station in Hammil Valley to bring all residents of the district within the 5 mile radius of a fire station required for insurance classification.

**GOAL 13 . . . . .** **Improve communications abilities.** We will work with county and state leaders to push for more reliable telephone communications. We will lobby telecommunications companies for improving local infrastructure.

# DEDICATION

As the White Mountain Fire Protection District moves into the future, there will be many challenges to face. Some of these challenges will come in the form of financial constraints, training requirements and the regulatory environment. But, by far, the biggest challenge we will face is the continued dependence on people's willingness to volunteer and make a difference in their community. Success into the future will be a challenge only met by an individual's willingness to prioritize some level of service to others. We can and we will plan for the best operating environment we can provide. We will dedicate ourselves to finding the financial resources to support our efforts for the community's well-being. However, if the population does not provide the human resources in the form of volunteering, the district cannot and will not progress. This plan is dedicated to the individuals who came before us. The ones who "did not have the time" but found a way to provide whatever assistance they could. The individuals that built a base from which we can grow and strengthen.





Jennifer Kreitz~District One    Rhonda Duggan~District Two    Paul McFarland~District Three  
John Peters~District Four    Lynda Salcido~District Five

---

## BOARD OF SUPERVISORS COUNTY OF MONO

---

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5530

[BOS@mono.ca.gov](mailto:BOS@mono.ca.gov)

*Queenie Barnard, Clerk of the Board*

February 18, 2025

Subject: Support for the White Mountain Fire Protection Districts Benton Emergency Services Facility

To Whom It May Concern,

Please accept this letter on behalf of the Mono County Board of Supervisors, expressing our full support for the White Mountain Fire Protection District's Benton Emergency Services Facility Project.

The White Mountain Fire Protection District is a highly active fire district in South Eastern Mono County. This district provides emergency response services to some of the County's most remote and financially disadvantaged areas. Thanks to the dedicated efforts of the volunteer community members, the district has been able to grow and expand its essential services. However, the current facilities from which the district operates are inadequate for emergency service purposes. They were never designed for the range of services that the district provides. There are no safety features for the protection of the firefighters, and the equipment storage is insufficient for our harsh environment. Mono County has made prior significant investments in this district to support the protection of residents and shares its goal of constructing a suitable emergency services facility.

Disaster resiliency is one of Mono County's top priorities. The ability of our emergency responders to safely, quickly, and efficiently address these emergencies provides the best chances for positive mitigation. Mono County faces several natural disaster threats, including volcanic activity, seismic events, large-scale wildfires, floods, avalanches, and hazardous materials incidents. Therefore, we believe investing in and promoting all forms of disaster preparedness is crucial. The location of this proposed emergency services facility is outside many of the largest disaster impact zones and is of prime importance as a critical infrastructure project. This project not only significantly impacts the resilience and preparedness of the local community and Mono County as a whole, but it also affects the entire state of California. Evidence of this is the fact that the White Mountain Fire Protection District is an active supplier of Mutual Aid Resources to the state of California and the Federal Government in times of crisis. Since 2017, this department has responded to 33 of the largest fires in California, providing critical manpower and equipment, including the most recent fires in Southern California.

The Board of Supervisors looks forward to the completion of the White Mountain Fire Protection District's Benton Emergency Services Facility Project. We consider it part of a collaborative solution to our current disaster management challenges.

Sincerely,

---

Lynda Salcido, Board Chair



# WHITE MOUNTAIN FIRE PROTECTION DISTRICT

FIRE AND EMERGENCY  
SERVICES CENTER

BENTON CALIFORNIA

2025







# EATING THE ELEPHANT



# CURRENT FACILITIES

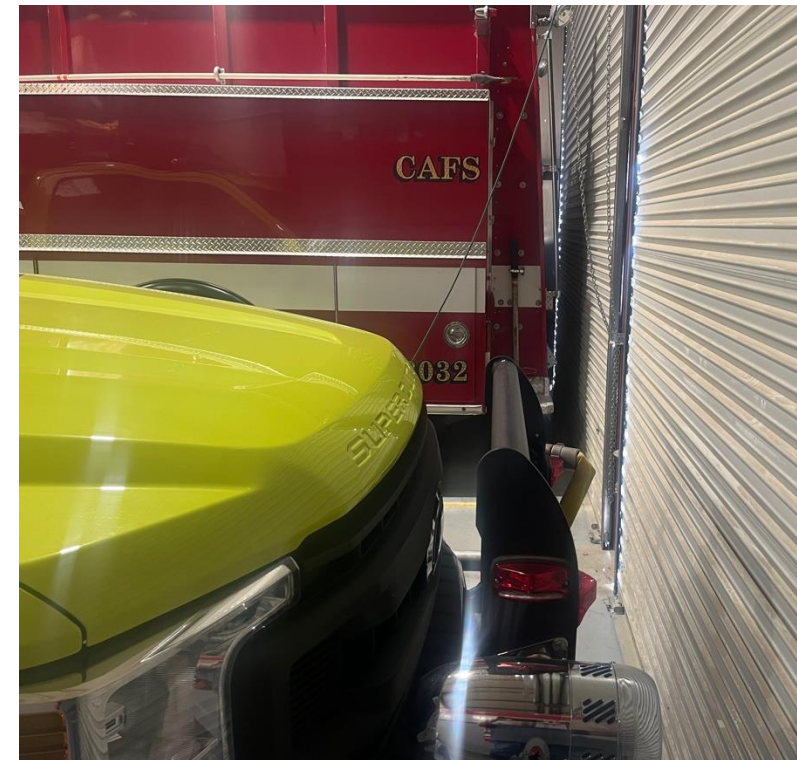
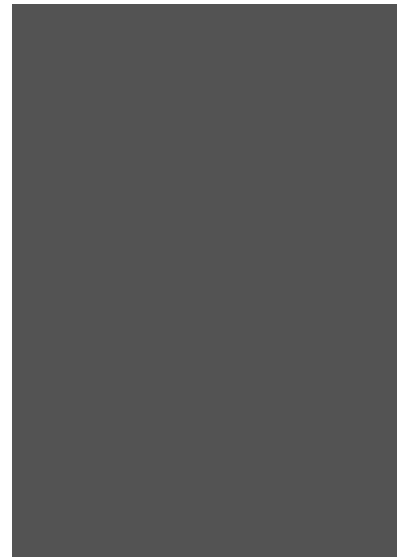
- MAIN BUILDING BUILT 1988
- MOBILE HOME USED FOR CLASSROOM TRAINING AND TEMPORARY HOUSING OF CREWS
- QUONSET BUILT PRIOR TO 1972





# OVER-CROWDED

- ONE ENGINE AT MEMBERS RESIDENCE





# CARCINOGEN AND PATHOGEN ISOLATION

- NO ISOLATION FROM APP FLOOR
  - VEHICLE EXHAUST
  - PRODUCTS OF COMBUSTION
- NO EXTRACTION OR LAUNDRY FACILITY
- NO DECONTAMINATION AREA







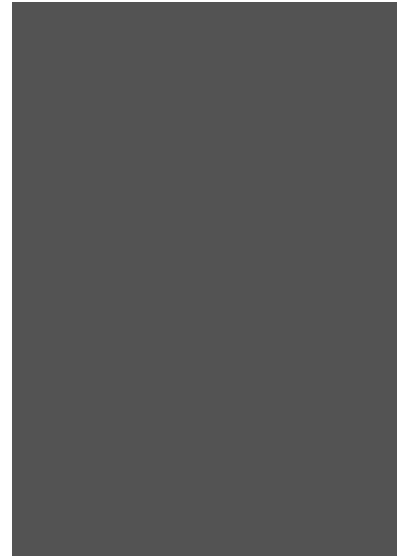
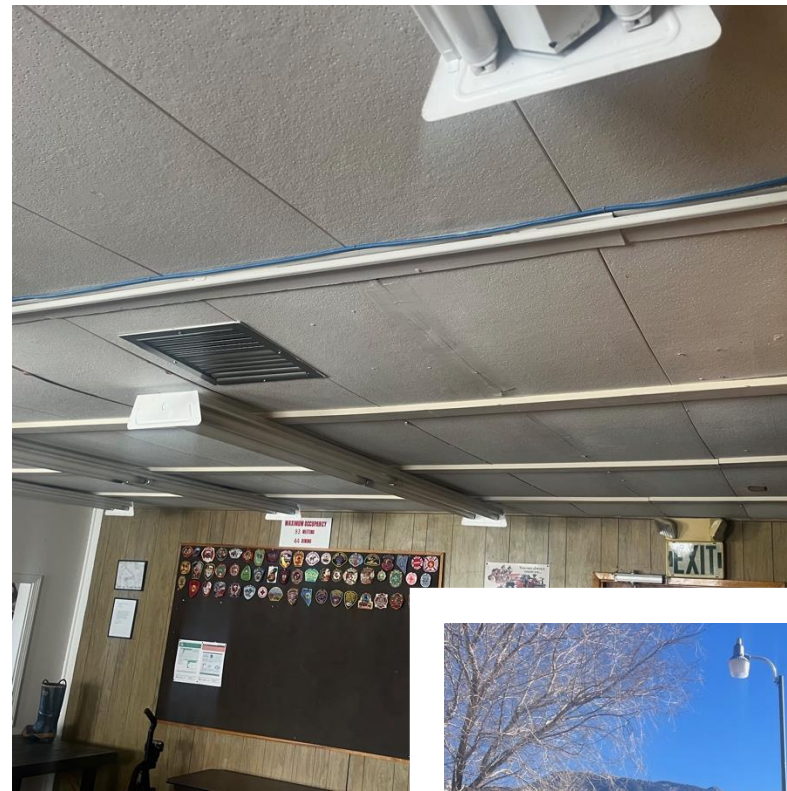
# FLOOD HAZARD

DRAINAGE FROM HEAVY RAINFALL/RUNOFF GOES THROUGH THIS AREA



# TRAINING CLASSROOM

- 1970'S VINTAGE MOBILE IN DISREPAIR
- SEVERAL CEILING COLLAPSES







NO SECURITY – UNCONTROLLED  
PUBLIC ACCESS







NO ISO “BONA FIDE” WATER SOURCE FOR FIRE PROTECTION  
ANYWHERE IN DISTRICT

- 250 GALLONS PER MINUTE FOR 2 HOURS
- 30,000 GALLONS







**This is currently an inadequate public safety facility which does not meet current compliance standards**



# White Mountain Fire Protection District

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Strategic Plan  
2025 - 2029



S.W.O.T. Analysis

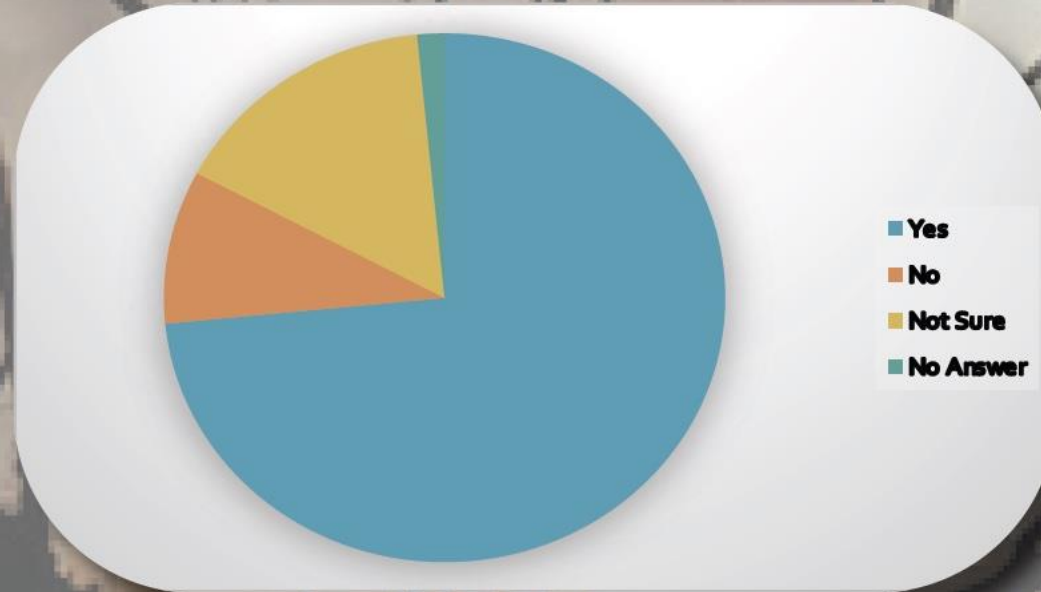
## Weaknesses

- Facilities - Outdated/Outgrown



## 2024 Tri-Valley Emergency Services Survey

**Do you feel the fire department and emergency medical services need to increase their capacity to keep up with future growth?**



## ***GOAL 1*** . . . . .

**Replace Fire Station In Benton.** The district and community would greatly benefit from upgrading the current fire station. Issues such as carcinogenic exposure, proper heating, training space access, building and site security, public access and community access. We will use all tools available to us to bring funding in from State and Federal sources to accomplish this.



District is pursuing financing for construction of a single structure with enhanced site security, addressing its current and future needs for

- Fire and EMS Response
- Water Supply
- Training
- Law Enforcement Substation
- Community Functions
- Emergency Operations Center



## Purpose Built for Intended Functions:

- Complies with NFPA 1500 - *Standard on Fire Department Occupational Safety, Health, and Wellness Program*
  - *Carcinogen Isolation*
    - *Separate, isolated area for contaminated PPE*
    - *Extraction equipment for PPE cleaning*
    - *Vehicle exhaust evacuation equipment*
  - *Blood and Airborn Pathogen Isolation*
    - *Airlocks—the areas between the living space and apparatus bay—where positive-pressure airflow or an air curtain can help remove contaminants in the bays from living spaces*
    - *Decontamination Areas*
    - *Laundry Facilities*
      - *Wastewater control*
      - *Air Flow*
- Secure Training Area
- Site Security
  - Fenced and controlled access
- Flood Control





30

1

2

3

WHITE MOUNTAIN  
FIRE DEPARTMENT

BENTON VALLEY  
FIRE STATION





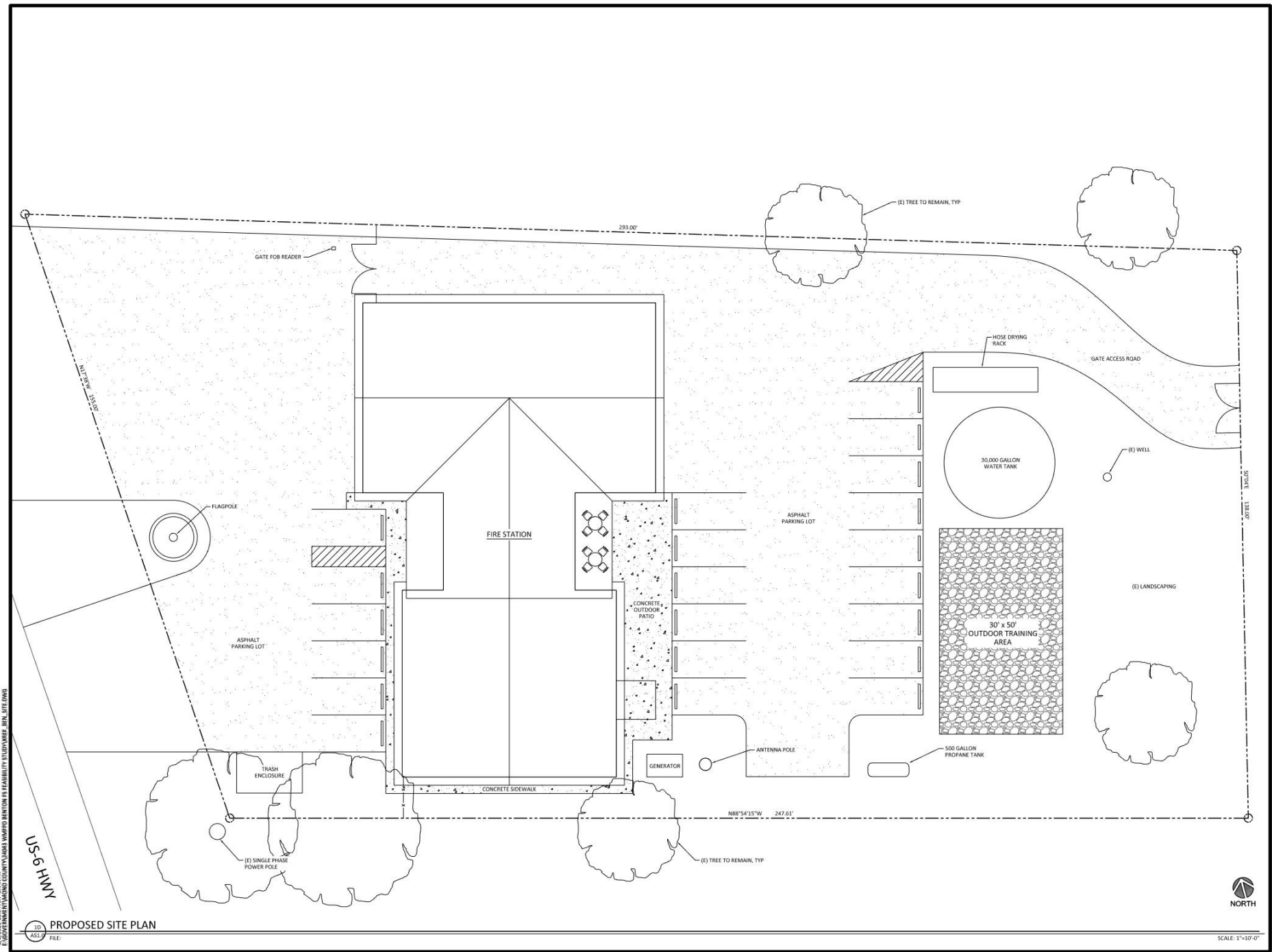


FEASIBILITY STUDY  
WHITE MOUNTAIN  
FIRE PROTECTION  
DISTRICT  
25474 US-6  
BENTON CA 93512

REVISIONS		
NO.	DESCRIPTION	DATE

ALL DRAWINGS AND WRITTEN MATERIAL APPEARING  
HEREIN CONSTITUTE ORIGINAL & UNPUBLISHED  
WORK OF HMR ARCHITECTS AND MAY NOT BE  
DUPLICATED, USED OR DISCLOSED WITHOUT  
WRITTEN CONSENT OF HMR ARCHITECTS

PROPOSED SITE PLAN		
NOVEMBER 6, 2024		
DRAWN BY GW	AS1.1	
CHECKED BY SP		
DATE 24043		







QUESTIONS





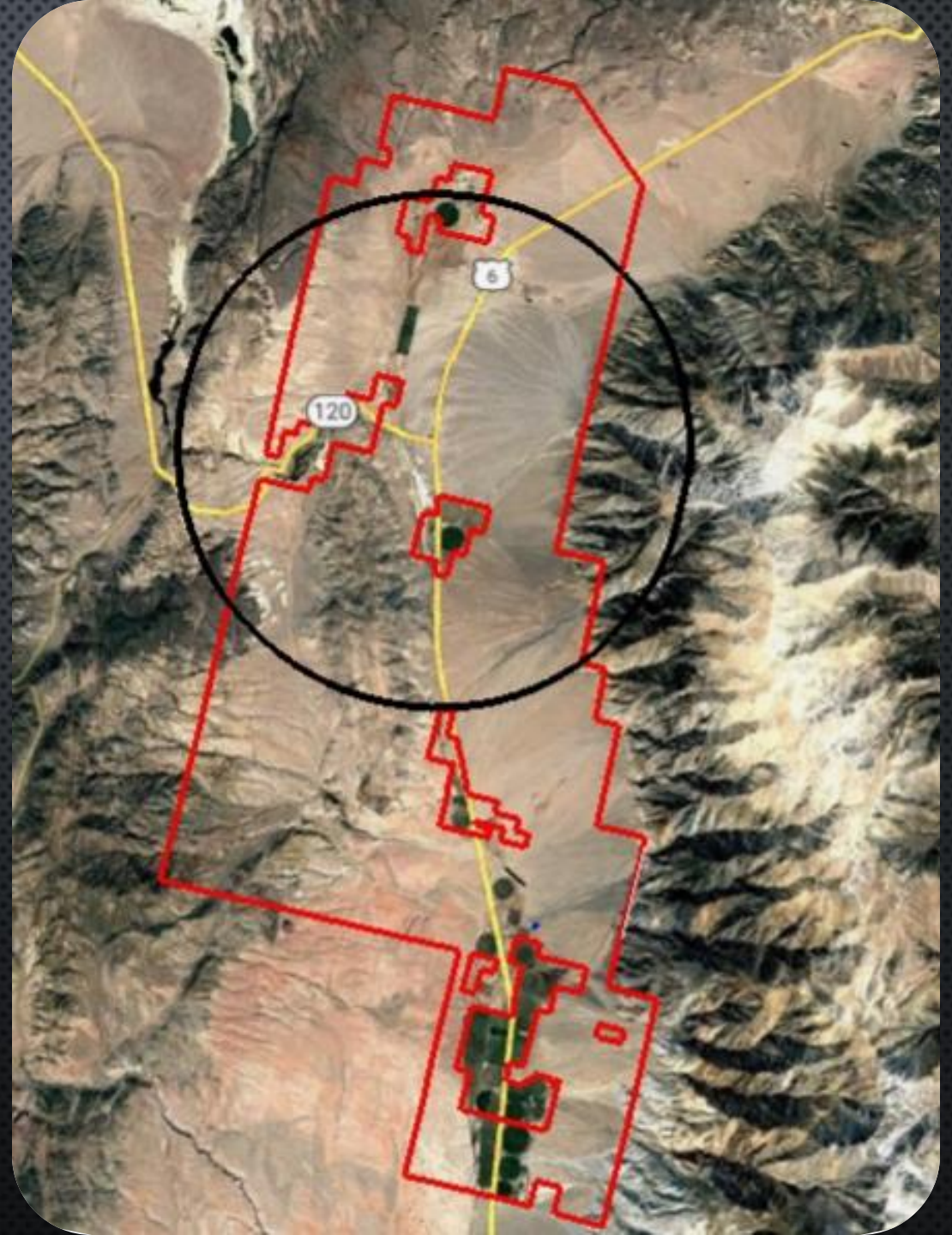
The background is a dark, textured surface, possibly a map or a piece of paper, with a faint, stylized map of Hammil Valley. The map shows a central valley with a river or road running through it, and surrounding hills or mountains. The text "HAMMIL VALLEY" is centered over the map.

# HAMMIL VALLEY



### 5 Mile Radius Insurance Standard :

- For Maximum Insurability and to Minimize Cost, Household Should Be No More Than 5 Miles From A Fire Station
- Hammil Valley Falls Outside That Radius





- Hammil Valley Has No Fire or EMS Response Facility Located Here
- 15 Miles From Benton Fire Station
- Facility Here Would Increase Response Efficiency and Decrease Times
- Improve Insurability of Residents





# White Mountain Fire Protection District

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Strategic Plan  
2025 - 2029



S.W.O.T. Analysis

## Opportunities

- Land in Hammil for Station



DESIGN PACKAGE  
for  
HAMMIL VALLEY EMERGENCY SERVICES STATION

Mono County, California

Prepared for:  
Mono County  
Department of Public Works

June 30, 2011

**FINAL**



Prepared By:  
HMR Architects, Inc.  
2130 21<sup>st</sup> Street  
Sacramento CA 95818



 **HMR**ARCHITECTS

# HAMMIL SATELLITE FIRE AND EMS STATION





RESOLUTION NO. R09- 41

A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS APPROVING THE PROPOSED PURCHASE OF CERTAIN REAL PROPERTY IN HAMMIL VALLEY (APN: 25-200-31) AND AUTHORIZING AND RATIFYING THE COUNTY ADMINISTRATOR'S SIGNATURE ON AN AGREEMENT AND SUCH OTHER DOCUMENTS AS MAY BE NECESSARY TO CONSUMMATE THE PURCHASE AND CLOSE ESCROW, INCLUDING SIGNING A CERTIFICATE OF ACCEPTANCE

WHEREAS, the County has proposed to purchase certain real property located on Highway 6 in the Hammil Valley area of the County, owned by Danny and Valerie Maddock, described as Assessor's Parcel Number 25-200-31 and by the legal description attached hereto as Exhibit "A" ("the Property"); and

WHEREAS, the County has duly provided

WHEREAS, the County has paramedic station

WHEREAS, the County has be consistent

WHEREAS, the County has the proposed

WHEREAS, the County's future use of the Property will require a conditional use permit and will be reviewed at that time under the California Environmental Quality Act (CEQA), thus the County may proceed with entering into an agreement to purchase the Property; and

WHEREAS, an escrow for the transaction has been opened with Inyo-Mono Title and certain documents are needed for closing, including this Resolution of the Board of Supervisors and a certificate of acceptance for the deed conveying the property to the County (see Government Code Section 27281); and

WHEREAS, the Board finds the proposed purchase to be in the public's interest and wishes to formally approve and authorize it;

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

SECTION ONE: The Board hereby approves and authorizes the purchase of the Property (APN: 25-200-31) for the price of one hundred and fifty thousand dollars (\$175,000), plus such other expenses (if any) associated with the close of escrow as the County Administrator may determine, not to exceed five thousand dollars (\$5,000). The Board authorizes the County Administrator's signature on an agreement and such other documents necessary to consummate the purchase and closing escrow, and further

Mono County Purchased Parcel #025-200-031 for the Purpose of an Emergency Services Facility in Hammil in 2009

WHEREAS, the Property is being acquired for potential future use as the site of a paramedic station; and

...a certificate of acceptance for the deed... Government Code Section 27281). The County Administrator is authorized to take such other actions (e.g., releasing funds) as may be necessary to consummate the transaction.

SECTION TWO: The County's future use of the Property is conditioned on CEQA compliance; thus, CEQA review of said use is not required prior to acquiring the Property. (14 Cal. Code of Regs § 15004(b)(2)(A).)

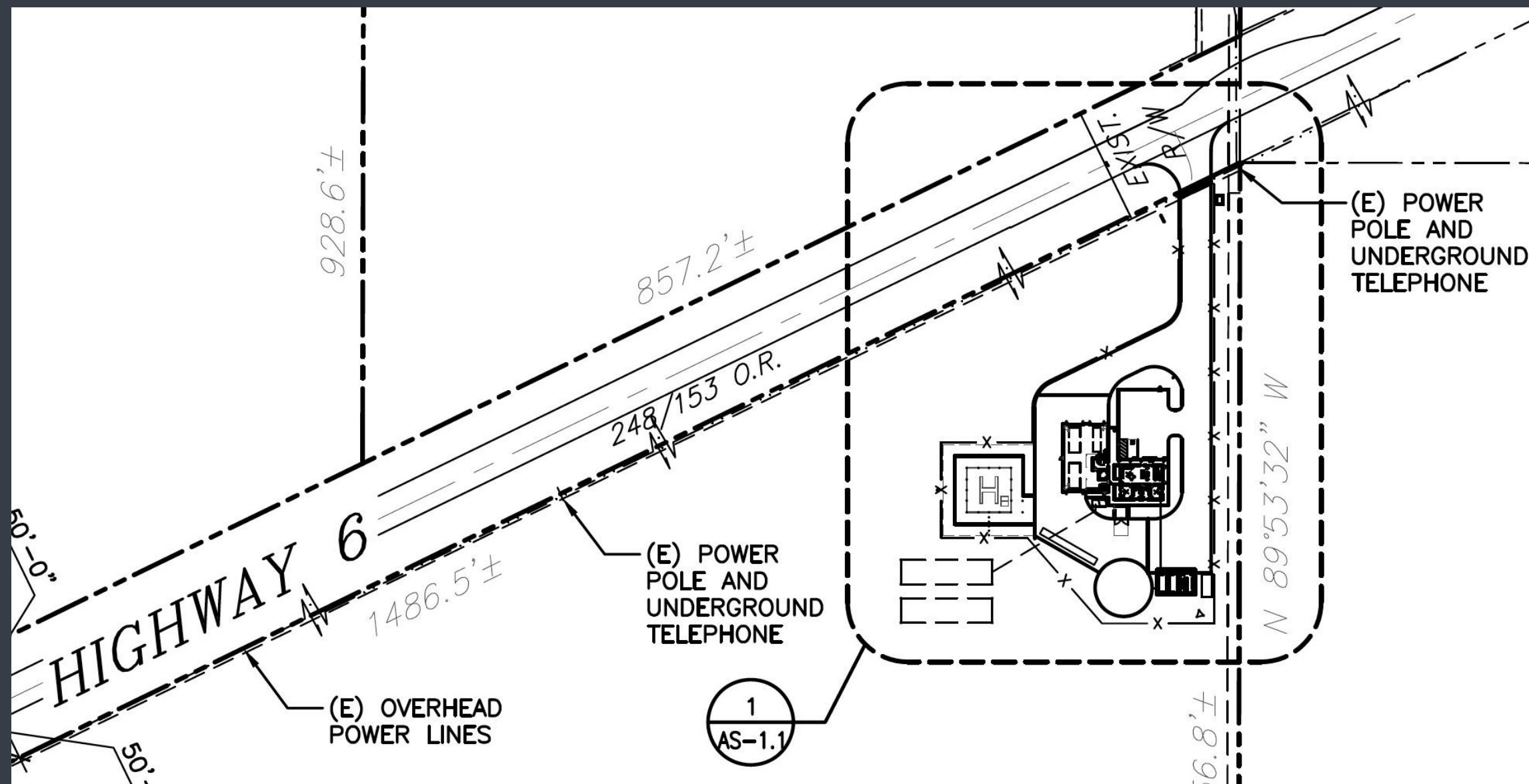
PASSED AND ADOPTED this 7<sup>th</sup> day of July, 2009, by the following vote:

AYES : Supervisor Bauer, Farnetti, Hazard, Hunt and Reid.  
NOES : None.  
ABSTAIN : None.  
ABSENT : None.

ATTEST: *[Signature]*  
Clerk of the Board

*[Signature]*  
BILL REID, Chair  
Board of Supervisors

APPROVED AS TO FORM:



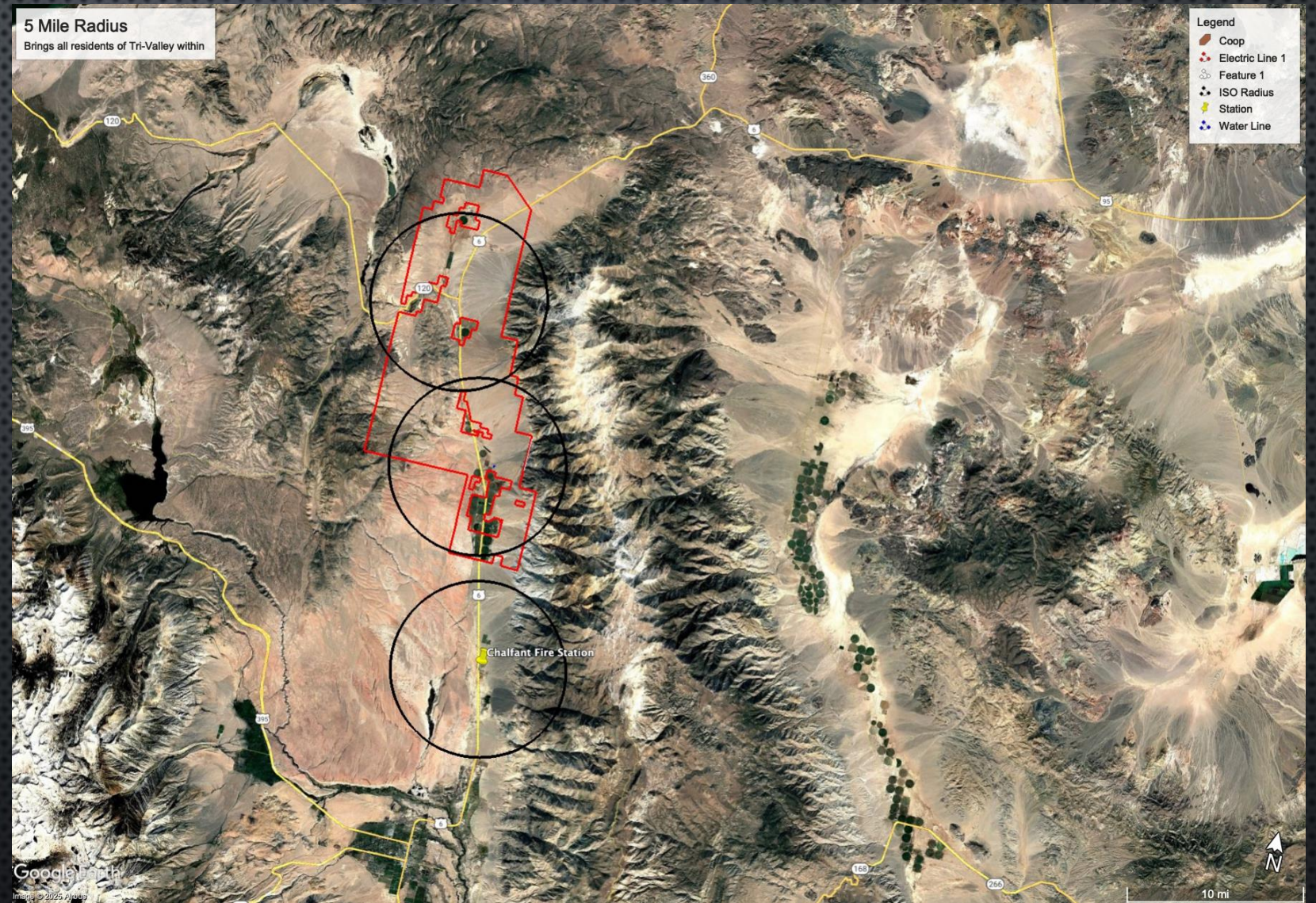


District Proposes that Mono County Transfer This Parcel to White Mountain Fire Protection District For The Purpose of Establishing a Satellite Emergency Service Facility for Which The Parcel Was Intended.

This would be a facility that would house a fire engine, an ambulance, and a water tender.



The result would be all residents of the Tri-Valley would be within the “5 Mile Radius” of a fire station







QUESTIONS







OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** February 18, 2025

**Departments: Emergency Management**

**TIME REQUIRED** 10 minutes

**SUBJECT** Appointment of Emergency Standby  
Officials

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Chris Mokracek, Emergency  
Management Director

### AGENDA DESCRIPTION:

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

Presentation regarding the appointment of Emergency Standby Officials pursuant to the California Emergency Services Act to ensure continuity of county government in the event that conditions of disaster prevent one or more members of the Board of Supervisors, or the County Administrative Officer, from carrying out their official duties.

### RECOMMENDED ACTION:

Adopt proposed resolution regarding the appointment of Emergency Standby Officials.

### FISCAL IMPACT:

None.

**CONTACT NAME:** Chris Mokracek

**PHONE/EMAIL:** 7609244633 / cmokracek@mono.ca.gov

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

☐ YES ☒ NO

### ATTACHMENTS:

Click to download
<a href="#">Staff Report</a>
<a href="#">Resolution</a>

### History

Time	Who	Approval
2/11/2025 3:49 PM	County Counsel	Yes
2/12/2025 11:43 AM	Finance	Yes

2/12/2025 11:56 AM

County Administrative Office

Yes



COUNTY ADMINISTRATIVE OFFICER  
COUNTY OF MONO  
Sandra Moberly, MPA, AICP

ASSISTANT COUNTY ADMINISTRATIVE OFFICER  
Christine Bouchard

**DATE:** February 18, 2025

**BOARD OF SUPERVISORS**

**CHAIR**

Lynda Salcido / District 5

**VICE CHAIR**

Jennifer Kreitz / District 1

Rhonda Duggan / District 2

Paul McFarland / District 3

John Peters / District 4

**COUNTY DEPARTMENTS**

**ASSESSOR**

Hon. Barry Beck

**DISTRICT ATTORNEY**

Hon. David Anderson

**SHERIFF / CORONER**

Hon. Ingrid Braun

**BEHAVIORAL HEALTH**

Robin Roberts

**COMMUNITY DEVELOPMENT**

Wendy Sugimura

**COUNTY CLERK-RECORDER**

Queenie Barnard

**COUNTY COUNSEL**

Chris Beck

**ECONOMIC DEVELOPMENT**

Liz Grans

**EMERGENCY MEDICAL**

SERVICES

Bryan Bullock

**FINANCE**

Janet Dutcher, DPA, MPA,

CGFM, CPA

**HEALTH AND HUMAN**

SERVICES

Kathryn Peterson

**INFORMATION**

TECHNOLOGY

Mike Martinez

**PROBATION**

Karin Humiston

**PUBLIC WORKS**

Paul Roten

**TO:** Mono County Board of Supervisors

**FROM:** Chris Mokracek, Director of Emergency Management

**SUBJECT:** Appointment of Standby Supervisors in Compliance with Government Code §§ 8635-8644

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**Strategic Plan Focus Area(s) Met**

☐ A Thriving Economy ☒ Safe and Healthy Communities ☒ Mandated Function

☐ Sustainable Public Lands ☒ Workforce & Operational Excellence

**BACKGROUND**

Under the California Emergency Services Act, specifically Government Code §§ 8635-8644, local governments are required to maintain their ability to function during a declared emergency. This is essential to preserve law and order, provide public services, and facilitate recovery efforts.

- **GOV § 8638** authorizes each political subdivision to appoint three standby officers for each member of the governing body (e.g., Supervisors).
- A standby officer assumes the duties of a Supervisor if the regular member is “unavailable,” meaning killed, missing, or unable to perform their duties due to injury (GOV § 8636).
- Standby officers must be prepared to serve immediately when an emergency occurs, and their qualifications must be carefully investigated (GOV § 8639).

**ANALYSIS**

The appointment of standby Supervisors ensures that Mono County’s governing body can continue to function under extreme conditions, including natural disasters or other emergencies. The process includes:

**1. Designation of Standby Supervisors:**

- Up to **three standby officers** per Supervisor (GOV § 8638).
- Standby officers are designated as Nos. 1, 2, and 3.

## **2. Qualifications:**

- Candidates should be vetted based on availability, residency, and ability to serve during an emergency.
- Investigations may involve coordination with the Director of Emergency Services (GOV § 8639).

## **3. Duties:**

- Familiarize themselves with the duties of the office they stand by for (GOV § 8640).
- Report immediately for duty during emergencies (GOV § 8641).

## **4. Appointment Process:**

- Standby officers serve **at the pleasure of the Board** and may be removed or replaced at any time (GOV § 8640).

## **5. The Appointed Standby Supervisors are as follows:**

- District 1: Patricia Robertson
- District 2: Kathryn Peterson
- District 3: Yvette Garcia
- District 4: Barry Beck
- District 5: Stacy Corless

## **CONCLUSION**

The appointment of standby Supervisors is a proactive measure to ensure Mono County's ability to govern effectively during emergencies. This action aligns with the California Emergency Services Act and protects the County's residents by maintaining continuity of government.



R25-\_\_

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
DESIGNATING AND APPOINTING EMERGENCY STANDBY OFFICIALS TO  
SERVE IN THE EVENT A MEMBER OF THE BOARD OF SUPERVISORS OR THE  
COUNTY ADMINISTRATIVE OFFICER IS UNAVAILABLE TO SERVE  
PURSUANT TO THE CALIFORNIA EMERGENCY SERVICES ACT**

**WHEREAS**, the California Emergency Services Act (CESA), authorizes the governing bodies of local agencies to appoint three standby officers for each member of the governing body and for the chief executive, in order to provide for the continuance of the legislative and executive departments of local government during a state of emergency, local emergency or state of war emergency where the member is unavailable to serve; and

**WHEREAS**, standby officers, in the order in which they are designated (i.e., 1, 2, or 3) must fill the post for which he or she has been appointed when the regular officer unavailable; and

**WHEREAS**, the CESA defines unavailable as "killed, missing, or so seriously injured as to be unable to attend meetings and otherwise perform his or her duties during a declared state of war emergency, a state of emergency or a local emergency"; and

**WHEREAS**, the Board of Supervisors wishes to designate and appoint standby officials as provided in the CESA;

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

**SECTION ONE:** Standby Officials for the posts of Supervisor and County Administrative Officer are hereby designated and appointed as follows:

Supervisor, District 1

1. Patricia Robertson
2. Mono County Finance Director
3. Social Services/Public Health Director



1 Supervisor, District 2

- 2 1. Kathryn Peterson  
3 2. Public Works Director  
4 3. Community Development Director

5 Supervisor, District 3

- 6 1. Yvette Garcia  
7 2. Mono County Sheriff  
8 3. Public Works Director

9 Supervisor, District 4

- 10 1. Barry Beck  
11 2. Mono County Assessor  
12 3. Mono County District Attorney

13 Supervisor, District 5

- 14 1. Stacey Corless  
15 2. Mono County Economic Development Director  
16 3. Mono County Behavioral Health Director

17 County Administrative Officer

- 18 1. Assistant County Administrative Officer (or any Deputy Administrative Officer)  
19 2. Mono County Human Resources Director  
20 3. Mono County Information Technology Director

21 **SECTION TWO:** Each standby officer shall take the oath of office required for the  
22 officer occupying the office for which he or she stands by. Persons appointed as standby  
23 officers shall serve in their posts as standby officers at the pleasure of the board of  
24 supervisors and may be removed and replaced at any time with or without cause.

25 **SECTION THREE:** Each standby officer shall have the following duties:

- 26 A. To inform himself or herself of the duties of the office for which the officer  
27 stands by. Officers and employees of the County shall assist the standby officer  
28 and the County shall provide each standby officer with a copy of Article 15,  
29 Chapter 7, Division 1 of the California Government Code "Preservation of Local  
30 Government".  
31 B. To keep informed of the business and affairs of the County to the extent  
32 necessary to enable the standby officer to fill his or her post competently. For  
this purpose, the County may arrange information meetings and require  
attendance.  
C. To immediately report himself or herself ready for duty in the event of a state of  
war emergency or in the event of a state of emergency or a local emergency at

the place and in the method previously designated by the County.

D. To fill the post for which he or she has been appointed when the regular officer is unavailable during a state of war emergency, a state of emergency or a local emergency. Standby officers Nos. 2 and 3 shall substitute in succession for standby officer No. 1 in the same way that standby officer No. 1 is substituted in place of the regular officer. The standby officer shall serve until the regular officer becomes available or until the election or appointment of a new regular officer.

**SECTION FOUR:** Should all members of the board of supervisors, including all standby members, be unavailable, temporary officers shall be appointed to serve until a regular member or a standby member becomes available or until the election or appointment of a new regular or standby member. Temporary officers shall be appointed as follows:

- A. By the chair of the board of supervisors, and if he is unavailable,
- B. By the chair of the board of supervisors of any other county within 150 miles of the County, beginning with the nearest and most populated county and going to the farthest and least populated, and if he or she is unavailable,
- C. By the mayor of any city within 150 miles of the County, beginning with the nearest and most populated city and going to the farthest and least populated.

**SECTION FIVE:** In the event the California Emergency Services Act is amended or updated in the future, resulting in a conflict between the provisions of this Resolution and the CESA, the CESA shall govern.

**PASSED, APPROVED and ADOPTED** this 18th day of February, 2025, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

---

Lynda Salcido, Chair  
Mono County Board of Supervisors

**ATTEST:**

**APPROVED AS TO FORM:**

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Clerk of the Board

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County Counsel



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

 Print

**MEETING DATE** February 18, 2025

**Departments: County Counsel**

**TIME REQUIRED** 30 minutes

**SUBJECT** Annual Brown Act Update

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Christopher Beck, County Counsel

### AGENDA DESCRIPTION:

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

Presentation by County Counsel regarding Annual Brown Act Update and Training.

### RECOMMENDED ACTION:

None, informational only.

### FISCAL IMPACT:

None.

**CONTACT NAME:** Christopher Beck

**PHONE/EMAIL:** 760-924-1706 /

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

☐ YES ☒ NO

### ATTACHMENTS:

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History

Time

Who

Approval

# The Brown Act

Mono County Counsel's Office

2025



# Declaration of Public Policy

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## ■ Government Code § 54950

- In enacting this chapter, the Legislature finds and declares that the public commissions, boards and councils and the other public agencies in this State exist to aid in the conduct of the people's business. It is the intent of the law that their actions be taken openly and that their deliberations be conducted openly.
- The people of this State do not yield their sovereignty to the agencies which serve them. The people, in delegating authority, do not give their public servants the right to decide what is good for the people to know and what is not good for them to know. The people insist on remaining informed so that they may retain control over the instruments they have created.

# Purpose

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- To facilitate public participation in local government decisions
- To curb misuse of the democratic process by public bodies



# Application

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- The Brown Act applies to:
  - Local agencies
  - Legislative bodies (and subsidiary bodies) and their members
  - Persons elected or appointed to legislative bodies, even prior to assuming office
  - Boards and commissions created by statute or ordinance

# Open Meetings

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All of the deliberative processes of legislative bodies, including discussion, debate and the acquisition of information, must be open and available for public scrutiny (limited exceptions are discussed later in this presentation).





# Public Participation

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- Members of the public can attend and testify, without giving their names.
- Information given to the legislative body in connection with an open meeting must be equally available to members of the public.
- Unless it's disruptive, any person may record (video or audio) or broadcast an open meeting.



# Voting



- No private votes (except for closed session matters)
- The legislative body must publicly report actions taken and the vote or abstention on that action of each member present during open session – and for specified closed session actions.

# Opportunity to Speak

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- Every regular meeting agenda must provide opportunity for the public to speak:
  - On items on the agenda
  - Before, or during consideration of, each item
  - On items not on the agenda (but within the jurisdiction of the legislative body)



# Reasonable Regulations

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- The legislative body may not:
- Prohibit a speaker from criticizing the policies, procedures, programs or services of the agency or the acts or omissions of the legislative body.

# Public Access

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- Agendas or any other writings, unless exempt from disclosure, distributed to all or a majority of the members of a legislative body for discussion or consideration at a public meeting are disclosable to the public upon request.



# Meeting

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Any congregation of a majority of the members of a legislative body to hear, discuss, deliberate or take action on a matter within the subject matter jurisdiction of the agency



# Serial Meetings Prohibited

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- Serial meetings – a series of communications, each of which involves less than a quorum of the legislative body, but when taken as a whole, involve a majority of the body's members
  - Conducted through direct communications, personal intermediaries or technological devices to discuss, deliberate or take action on any item of business that is within the SMJ of the legislative body

# Examples of Serial Meetings

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## ► Chain (A-B-C)

- A talks to B
- B talks to C

## ► Hub (A-B, A-C)

- A talks to B
- A talks to C



# E-mail deliberations prohibited

A quorum of members may not e-mail each other about a topic within the jurisdiction of the body without violating the Brown Act



# Social Media

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- AB 992 (2020)
- Under new rules, Board Members may use “publicly open and accessible” social media to:
  - Answer questions posed by the public
  - Provide information to the public
  - Solicit information from the public
- Board Members may not respond to the posts of other Board Members (no “likes” or emojis either)



# “Meeting” does not include:

- Contacts by individual board members with the public
- Attendance at a standing committee meeting (observation only)
- Purely social or ceremonial occasions
- Attendance at open & noticed meetings of other local agencies
- Attendance at conferences open to the public on issues of general interest to the public or public agencies
- Town meetings or similar gatherings which are open, noticed and organized by a person or organization other than the local agency



# Teleconferencing

## Government Code § 54953(b)

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- Government Code Rule
- Rules during COVID
  - AB 361
- New rules after COVID
  - AB 2449



# Teleconferencing

## AB2449

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- Local agencies may hold remote meetings without identifying each teleconference location or making each location accessible to the public, if there is:
  - Just Cause, or;
  - Emergency Circumstance
    - Note: Sunsets (AB557) January 1, 2026.



# Teleconferencing “Just Cause”

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- Childcare or caregiving of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires a member to participate remotely.
- A contagious illness that prevents a member from attending in person.
- A need related to a physical or mental disability.
- Travel while on business of the legislative body or another state or local agency.

# Teleconferencing “Just Cause”

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For “Just Cause:”

- Member must notify the legislative body at the earliest possible opportunity — including at the start of a meeting, and;
- Provide a general description of the circumstances related to one of the four allowable items.



# Teleconferencing

## “Emergency Circumstances”

- An “emergency circumstance” is a physical or family medical emergency that prevents a member of a legislative body from attending in person.
  - Member must notify the legislative body at the earliest possible opportunity — including at the start of a meeting, and;
  - Legislative body must take action to approve the request
  - Provide a general description of the circumstances relating to the member’s need to appear remotely.
- Note: This description does not have to be more than 20 words and does not need to include any personal medical information.



# Teleconferencing

## “Emergency Circumstances”

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- Additional Requirements
  - Audio and Visual Technology
  - Disruption in feed pauses meeting
  - Identify anyone over 18 also present

# Teleconferencing

## AB 2302

“Just Cause and Emergency Circumstances”

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Lifting the limit on 3 consecutive meetings or 20 percent of regular meetings. Takes effect on January 1, 2025, replaces these limitations with an easier-to-apply formulation. It limits the allowed number of remote appearances for members of Brown Act bodies to:

- Two times per year if the body regularly meets once per month or less;
- Five times per year if the body regularly meets twice per month; or
- Seven times per year if the body regularly meets three or more times per month



# Teleconferencing ADA and Remote Meetings

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- Attorney General opined on if ADA allows remote meeting participation to serve as a reasonable accommodation for a member of a Brown Act body with a qualifying disability.
- The Attorney General answered “yes” to this question. (Cal. Att. Gen. Op. 23-1002, Jul. 24, 2024.)
- Requirement: Members must be connected in real time through both audio and visual means, and they must disclose the identities of any adults present with them at the remote location.

# Agendas – Posting & Notice Requirements

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- Agendas must be posted in a location freely accessible to the public 24 hours a day **and** on the Agency's website
- Regular meeting - 72 hours prior
- Special meeting - 24 hours prior



# Agenda Contents

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- Time and place of meeting
- Public comment period
- Brief general description (20 words or less) of every item of business to be discussed or transacted
- For closed session items, there is suggested agenda language in the Brown Act which should be followed



# Agendas

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With limited exceptions related to emergencies, no action or discussion is allowed on any item not listed on an agenda.

# THE END

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Questions?





OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** February 18, 2025

**TIME REQUIRED**

**SUBJECT** Closed Session - Labor Negotiations

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Sandra Moberly, Oliver Yee, Christopher Beck, Janet Dutcher, and Christine Bouchard. 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 Correctional Deputy Sheriffs' Association. Unrepresented employees: All.

### RECOMMENDED ACTION:

### FISCAL IMPACT:

**CONTACT NAME:**

**PHONE/EMAIL:** /

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

☐ YES ☒ NO

### ATTACHMENTS:

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### History

Time	Who	Approval
1/29/2025 8:58 AM	County Counsel	Yes
2/5/2025 12:31 PM	Finance	Yes
2/5/2025 3:41 PM	County Administrative Office	Yes