



# 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 August 16, 2022

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#### TELECONFERENCE INFORMATION

This meeting will be held both in person and via teleconferencing with some members of the Board possibly attending from separate teleconference and remote locations. As authorized by AB 361, dated September 16, 2021, a local agency may use teleconferencing without complying with the teleconferencing requirements imposed by the Ralph M. Brown Act when a legislative body of a local agency holds a meeting during a declared state of emergency and local officials have recommended or imposed measures to promote social distancing or the body cannot meet safely in person and the legislative body has made such findings.

Teleconference locations will be available to the public:

1. First and Second Meetings of Each Month in the Mono Lake Room of the Mono County Civic Center, First Floor, 1290 Tavern Road, Mammoth Lakes, CA. 93546;
2. Third Meeting of Each Month in the Mono County Courthouse, Second Floor Board Chambers, 278 Main Street, Bridgeport, CA. 93517;
3. Zoom Webinar. Members of the public may participate via the Zoom Webinar, including listening to the meeting and providing public comment, by following the instructions below. If you are unable to join the Zoom Webinar of the Board meeting, you may still view the live stream of the meeting by visiting:

[http://monocounty.granicus.com/MediaPlayer.php?publish\\_id=fd043961-041d-4251-a6e8-803b439caa17](http://monocounty.granicus.com/MediaPlayer.php?publish_id=fd043961-041d-4251-a6e8-803b439caa17)

To join the meeting by computer:

Visit <https://monocounty.zoom.us/j/86978636309> Or visit <https://www.zoom.us/>, click on "Join A Meeting" and enter the Zoom Webinar ID 869 7863 6309. 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 ID 869 7863 6309. To provide public comment, press \*9 to raise your hand and \*6 to mute/unmute.

**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**

**A. Child Support Awareness Month**

Departments: Board of Supervisors, sponsored by Chair Gardner  
10 minutes

(Amy Weurdig, Regional Director, Eastern Sierra Child Support Services ) -  
Recognition of August as Child Support Awareness Month.

**Recommended Action:** Adopt proclamation recognizing August as Child Support Awareness Month.

**Fiscal Impact:** 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. 2022 Slurry Seal Project**

Departments: Public Works

This project will maintain the pavement on Convict Lake Road and Rock Creek Road by application of slurry seal, and re striping paint markings.

**Recommended Action:**

1. Approve the attached bid package and authorize the Public Works

Department to advertise the project for bids.

2. Authorize the County Administrative Officer to execute the contract contained in the attached bid package with the lowest responsive and responsible bidder in an amount equal or less than the Engineer's Estimate, plus 15 percent contingency.

3. Authorize the County Administrative Officer to reject all bids if no bid is received that is less than the Engineer's Estimate, plus 15 percent contingency.

**Fiscal Impact:** Project costs are limited to the Engineers Estimate, plus 15 percent contingency, or \$627,606. The project is funded with Senate Bill No. 1 (SB1) funds.

**B. Contract with North American Mental Health Services**

Departments: Probation

Proposed contract with North American Mental Health Services pertaining to Mental Health Assessments, Psychological Evaluations and Psychiatric Evaluations.

**Recommended Action:** Approve County entry into proposed contract and authorize CAO Lawton to execute said contract on behalf of the County.

**Fiscal Impact:** Up to \$125,000 in any 12-month period, paid for with 2011 Realignment revenues managed by the Community Corrections Partnership (CCP), and included in the 2022-2023 Executive Committee recommended budget.

**C. Contract with CalMHSa Electronic Health Record**

Departments: Behavioral Health

Proposed contract with California Mental Health Services Authority (CalMHSa) pertaining to Semi-Statewide Enterprise Health Record.

**Recommended Action:** Approve, and authorize Chair Gardner to sign, contract with CalMHSa for Semi-Statewide Enterprise Health Record for the period July 1, 2022 through March 18, 2029 and a not-to-exceed amount of \$740,328.

**Fiscal Impact:** \$740,328 over 7 years. \$477,008 due in FY 2022/2023. The cost will be paid for with a combination of Behavioral Health Quality Improvement Program (BHQIP) funds and Mental Health Services Act (MHSa) Innovation funds.

**D. Behavioral Health Department Crisis Care Mobile Units (CCMU) Grant Contract Modification**

Departments: Behavioral Health

Modification to grant agreement with Advocates for Human Potential, Inc. (AHP) for grant funds awarded to Mono County for the provision of Crisis Care Mobile

Units.

**Recommended Action:** Approve and authorize County Administrative Officer (CAO) to sign contract modification of grant agreement with Advocates for Human Potential, Inc. (AHP) for grant funds awarded to Mono County for the provision of Crisis Care Mobile Units. The contract modifications include the addition of a business associate's agreement and the removal of certain technical provisions in Attachment B, Special Subcontract Terms and Condition.

**Fiscal Impact:** None.

**E. Ordinance Repealing Chapter 3.32 of the Mono County Code - Television Translator Service Charge**

Departments: County Counsel

Proposed ordinance repealing Chapter 3.32 of the Mono County Code to remove the Television Translator Service Charge for County Service Areas No. 2 and No. 5 in alignment with current County practices.

**Recommended Action:** Adopt proposed ordinance.

**Fiscal Impact:** None.

**F. Ordinance Amending Chapter 7.36 of the Mono County Code - Wells**

Departments: County Counsel

Proposed ordinance to amend Mono County Code Chapter 7.36 to revise and clarify procedures related to the processing of applications for groundwater wells and conducting associated environmental review.

**Recommended Action:** Adopt proposed ordinance.

**Fiscal Impact:** None.

**6. CORRESPONDENCE RECEIVED - NONE**

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

**7. REGULAR AGENDA - MORNING**

**A. PUBLIC HEARING: Appeal of the Planning Commission's Denial of Conditional Use Permit 22-004/Valletta**

Departments: Community Development

PUBLIC HEARING: 9:00 AM (20 minutes)

(Michael Draper, Planning Analyst) - Appeal of a Planning Commission decision to deny a use permit for transient rental (overnight rental fewer than 30 consecutive days) of two, two-bedroom units within a four-unit residential

complex in June Lake.

**Recommended Action:** Following the public hearing, affirm, affirm in part, or reverse the previous determination of the Planning Commission regarding Conditional Use Permit 22-004/Valletta, or remand Conditional Use Permit 22-004/Valletta 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 rental.

**B. Wildfire Smoke Monitoring Presentation**

Departments: Board of Supervisors, sponsored by Supervisor Corless  
20 minutes

(Phill Kiddoo, Great Basin Unified Air Pollution Control District) - Presentation by Phill Kiddoo, Great Basin Unified Air Pollution Control District, regarding Wildfire Fire Smoke Monitoring.

**Recommended Action:** None, informational.

**Fiscal Impact:** None.

**C. 2021 Inyo and Mono Counties Crop and Livestock Report**

Departments: Agricultural Commissioner  
15 minutes

(Nathan D. Reade, Agricultural Commissioner) - Presentation of the 2021 Inyo and Mono Counties Crop and Livestock Report by Agricultural Commissioner Nathan D. Reade.

**Recommended Action:** None, informational only. Provide any desired direction to staff.

**Fiscal Impact:** None.

**D. COVID-19 (Coronavirus) Update**

Departments: Public Health  
15 minutes

(Bryan Wheeler, Public Health Director, Dr. Caryn Slack, Public Health Officer) - Update on Countywide response and planning related to the COVID-19 pandemic.

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

**Fiscal Impact:** None.

**E. Sale of Benton Homes to Utu Utu Gwaitu Tribe**

Departments: CAO

15 minutes

(Stacey Simon, County Counsel and Sanjay Choudhrie, Housing Opportunities Manager) - Proposed contract with Utu Utu Gwaitu Tribe pertaining to sale of two residential units located in Benton for continued use as affordable/tribal housing by the Tribe; related resolutions and findings.

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

**Fiscal Impact:** The Tribe will pay the County \$137,000 for the property of which \$132,000 is being lent to the buyer to be repaid in \$13,200 semi-annual installments. Until payments are received, the proceeds are not available by the County for future spending.

**8. CLOSED SESSION**

**A. Closed Session - Labor Negotiations**

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Bob Lawton, Stacey Simon, Janet Dutcher, John Craig, Patty Francisco, and Oliver Yee. 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.

**B. Closed Session - Public Employee Evaluation**

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

**9. REGULAR AGENDA - AFTERNOON**

**A. Long Valley and Little Round Valley - Litigation and Bi-State Sage Grouse**

Departments: County Counsel

1.5 hours (1pm)

(Stacey Simon, County Counsel; Wendy Sugimura, Community Development Director) - Workshop updating the Board and the public regarding litigation affecting Long Valley and Little Round Valley and providing the status of Bi-State Sage Grouse in the region. Opportunity for the public to provide input to the Board.

**Recommended Action:** Provide desired direction to staff, which may include: to

return to the Board with a draft letter to the Los Angeles Department of Water and Power regarding the California Court of Appeal's decision; the scheduling of regular Board updates on irrigation and habitat in Long and Little Round Valleys, or such other direction as determined by the Board.

**Fiscal Impact:** None.

**10. BOARD MEMBER REPORTS**

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

**ADJOURN**



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 16, 2022

**Departments:** Board of Supervisors, sponsored by Chair Gardner

**TIME REQUIRED** 10 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Amy Weurdig, Regional Director,  
Eastern Sierra Child Support Services

**SUBJECT** Child Support Awareness Month

**AGENDA DESCRIPTION:**

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

Recognition of August as Child Support Awareness Month.

**RECOMMENDED ACTION:**

Adopt proclamation recognizing August as Child Support Awareness Month.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Danielle Patrick

**PHONE/EMAIL:** 760-932-5535 / despinosa@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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

**History**

Time	Who	Approval
8/9/2022 12:21 PM	County Counsel	Yes
8/3/2022 8:58 AM	Finance	Yes
8/12/2022 2:02 PM	County Administrative Office	Yes





**MEETING:** July 27, 2021

**FROM:** Amy Weurdig

**SUBJECT:** Proclamation Declaring August 2021 Child Support Awareness Month

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**RECOMMENDED ACTION:**

Request Board approve a proclamation declaring August 2021 as Child Support Awareness Month in Inyo County.

**SUMMARY/JUSTIFICATION:**

Each August, Child Support Awareness Month is recognized and celebrated by the 47 County and Regional Child Support offices across California, along with child support offices nationwide. The Eastern Sierra Child Support Services Agency acknowledges the dedication of our child support services team and their hard work in providing a safety net for our local children and families. Our agency recognizes that children are our most valuable resource and we strive to assist families in meeting their emotional, medical and financial needs by promoting positive relationships, assisting in the establishment of support services and ensuring that support payments are received on a regular and timely basis. During the past year, our local child support office adapted quickly to the challenges of the pandemic by supporting families and connecting them with vital community resources. In addition, over \$2,747,818 was collected in FFY 2019-2020 to assist local children and families. In reflection of our continued dedication to serve local families through our support program, the Eastern Sierra Child Support Services Agency respectfully requests that the Inyo Board of Supervisors adopt the following resolution proclaiming August 2021 as "Child Support Awareness Month."

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

N/A

**OTHER AGENCY INVOLVEMENT:**

Inyo County

**FINANCING:**

N/A



**MONO COUNTY BOARD OF SUPERVISORS  
PROCLAMATION**

**WHEREAS**, the Eastern Sierra Child Support Services recognizes that families come in all shapes and sizes and means that one size does not fit all when it comes to service and care required; and,

**WHEREAS**, the California Child Support Services and local child support offices across the state take care to reflect the needs of each parent and make the process adaptable and collaborative; and,

**WHEREAS**, Eastern Sierra Child Support Services distributed over \$4.5M during FY 2021-2022 to 904 children and 1,045 local families.

**WHEREAS**, children are our most valuable resource and consistent support helps them become healthy, productive and well-adjusted adults; and,

**WHEREAS**, Child Support Awareness Month recognizes the role of parental, emotional, financial and community service support in the wellbeing of our children; and,

**WHEREAS**, Eastern Sierra Department of Child Support serving Mono and Mono Counties, actively seeks to provide Family-Centered Services through partnerships with other County and State agencies, to establish and collect consistent child support payments to families; and,

**NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of Supervisors proclaims August 2022 as “Child Support Awareness Month” in Mono County.

**APPROVED AND ADOPTED** this 16<sup>th</sup> day of August 2022, by the Mono County Board of Supervisors.

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Jennifer Kreitz, Supervisor District #1

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Rhonda Duggan, Supervisor District #2

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Bob Gardner, Supervisor District #3

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John Peters, Supervisor District #4

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Stacy Corless, Supervisor District #5



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** August 16, 2022

**Departments: Public Works**

**TIME REQUIRED**

**SUBJECT** 2022 Slurry Seal Project

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### AGENDA DESCRIPTION:

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

This project will maintain the pavement on Convict Lake Road and Rock Creek Road by application of slurry seal, and re striping paint markings.

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### RECOMMENDED ACTION:

1. Approve the attached bid package and authorize the Public Works Department to advertise the project for bids.
2. Authorize the County Administrative Officer to execute the contract contained in the attached bid package with the lowest responsive and responsible bidder in an amount equal or less than the Engineer's Estimate, plus 15 percent contingency.
3. Authorize the County Administrative Officer to reject all bids if no bid is received that is less than the Engineer's Estimate, plus 15 percent contingency.

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### FISCAL IMPACT:

Project costs are limited to the Engineers Estimate, plus 15 percent contingency, or \$627,606. The project is funded with Senate Bill No. 1 (SB1) funds.

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**CONTACT NAME:** Kalen Dodd or Paul Roten

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

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### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

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### ATTACHMENTS:

Click to download
<a href="#">Staff Report</a>
<a href="#">Project Manual</a>
<a href="#">Plans</a>

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
8/9/2022 12:32 PM	County Counsel	Yes
8/10/2022 5:10 PM	Finance	Yes
8/12/2022 2:02 PM	County Administrative Office	Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517  
760.932.5440 • Fax 760.932.5441 • [monopw@mono.ca.gov](mailto:monopw@mono.ca.gov) • [www.monocounty.ca.gov](http://www.monocounty.ca.gov)

**Date:** August 16, 2022  
**To:** Honorable Chair and Members of the Board of Supervisors  
**From:** Kalen Dodd, Associate Engineer  
**Re:** 2022 Slurry Seal Project

**Recommended Actions:**

1. Approve the attached bid package and authorize the Public Works Department to advertise the project for bids.
2. Authorize the County Administrative Officer to execute the contract contained in the attached bid package with the lowest responsive and responsible bidder in an amount equal or less than the Engineer's Estimate, plus 15 percent contingency.
3. Authorize the County Administrative Officer to reject all bids if no bid is received that is less than the Engineer's Estimate, plus 15 percent contingency.

**Fiscal Impact:**

The Engineers Estimate, plus 15 percent contingency is \$627,606. The project would be funded with Senate Bill No. 1 (SB1) funds.

**Background:**

This project will maintain the pavement on Convict Lake Road and Rock Creek Road by application of slurry seal, and re striping paint markings.

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

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

Respectfully submitted,

---

Kalen Dodd, PE  
Associate Engineer

Attachments: Project Manual  
Project Plans  
Cost Estimate

# PROJECT MANUAL

FOR

*2022 Slurry Seal*

*Project 9323*

*MONO COUNTY, CALIFORNIA*



*Invitation for Bids*

*Instructions to Bidders*

*Proposal Forms*

*Sample Standard Agreement*

*Technical Specifications & Construction Quality Assurance Program Project  
Plans*

CONTRACTING AGENCY:

COUNTY OF MONO

Department of Public Works

**Bid Submission Deadline:**

**3:00 pm, Wednesday, August 31<sup>st</sup> 2022**

Clerk of the Board of Supervisors

74 North School Street / P.O. Box 237 Bridgeport, California 93517

# CERTIFICATION PAGE

*2022 Slurry Seal*

*Project 9323*

These contract documents, plans, specifications and special provisions contained herein have been prepared by



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*2022 Slurry Seal*

*Project 9323*

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## SECTION IV

PROJECT PLANS



## **INVITATION FOR BIDS**

*2022 Slurry Seal*

*Project 9323*

Notice is hereby given that the Mono County (“County”) Department of Public Works calls for bids from qualified General Engineering, Paving, and Striping contractors for the **2022 SLURRY SEAL PROJECT** (“Project”). The purpose of this Project is to slurry seal and restripe Convict Lake Road and Rock Creek Road in Mono County, CA.

No contractor or subcontractor may be listed in a bid proposal or awarded a contract for this project unless registered with the Department of Industrial Relations. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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

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

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

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

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

As soon thereafter as is practicable, all bids received by the Clerk as of the Bid Submission Deadline will be taken to the Department of Public Works Conference Room, located on the second floor of Courthouse Annex 1, 74 North School Street, Bridgeport, California 93517, and there publicly opened, read aloud, and recorded. All interested parties are invited to attend.



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Kalen Dodd  
Associate Civil Engineer  
Mono County Department of Public Works

## **INSTRUCTIONS TO BIDDERS**

*2022 Slurry Seal  
Project 9323*

### **1. BID DOCUMENTS**

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

### **2. INTERPRETATION OF PROJECT PLANS AND SPECIFICATIONS**

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

### **3. APPROXIMATE QUANTITIES**

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

### **4. PROPOSALS**

- A. For bids to receive consideration, they shall be made in accordance with the Invitation for Bids, the Proposal Forms, and these Instructions to Bidders. All bids shall be submitted on the Proposal Forms contained in the Project Manual with all items completely filled out with typewritten or legible handwritten responses. Signatures of all persons signing shall be in longhand. Completed Proposal Forms shall be without interlineations, alterations, or erasures.
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- B. ALL BID SUBMITTALS SHALL REMAIN BOUND TOGETHER. Proposal Forms contained in Section I of this document may be separated from the Project Manual for purposes of bid submission.
- C. Bids shall not contain any recapitulation of the work to be done. Alternative proposals will not be considered unless called for by the County. No oral, telegraphic, or telephonic proposals or modifications will be considered. Unauthorized conditions, limitations, or provisions attached to a bid will render it informal and may cause its rejection.
- D. Each bid is to be in accordance with the Project Manual. Before submitting a bid, bidders shall carefully read this Project Manual, including the contents and form of the Sample Standard Agreement and the Project Plans, and inform themselves fully as to all existing conditions and limitations, which must include a visit to the site of the work, and shall include in the bid a sum to cover the cost of all work contemplated in the Project Manual. The submission of a bid shall be conclusive evidence that the bidder has reviewed and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and the materials to be furnished, and as to the requirements of the Project Manual and Project Plans. The submission of a bid shall also be conclusive evidence that the person signing the Proposal Forms is authorized to bind or obligate the bidder to any agreement.
- E. Bidders' attention is directed to the insurance and bond requirements described below and as provided in the Sample Standard Agreement. It is highly recommended that bidders confer with their respective insurance carriers or brokers to determine the availability of surety bonds, insurance certificates, and endorsements as prescribed and provided herein in advance of bid submission. If an apparent low bidder fails to comply strictly with the bonding and insurance requirements, that bidder may be disqualified from award of the contract and its bid security may be forfeited. The cost of such bonds and insurance shall be included in each bidder's bid.
- F. Each bidder shall inform itself of, and the bidder awarded the contract shall comply with, all federal, state, and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning employment of labor, fair labor practices, equal opportunity, drug-free workplace, construction and building, Americans with Disabilities Act, protection of public and employee health and safety, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.
- G. Proposal Forms contained in Section I and bidder's bid security must be received in a sealed, opaque envelope clearly labeled **2022 SLURRY SEAL** printed on the outside of the envelope. Bids received unsealed or unlabeled will not be considered. Bids submitted by facsimile (fax) transmission or electronic mail will not be considered.
- H. To be considered, bids must be received by the Clerk of the Board of Supervisors no later than Bid Submission Deadline stated on the cover sheet. Bids may be mailed to the Clerk of the Board of Supervisors, P.O. Box 237, Bridgeport, California, 93517, or delivered to the office of the Clerk of the Board of Supervisors, 74 North School Street, Bridgeport, California, 93517.
- I. Bidders are advised that due to the remote nature of central Mono County "overnight" delivery by the U.S. Postal Service, UPS, FedEx, and other carriers is actually scheduled as a **two-day delivery**. Bidders should also take potential holiday mail delays into consideration.

## 5. MODIFICATION OF BID

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

## 6. WITHDRAWAL OF BID

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

## 7. AGREEMENT AND BONDS

- A. Bidders are required to submit, along with the Proposal Forms, a certified or cashier's check or bidder's bond in an amount of at least 10 percent (10%) of their respective bids made payable to the County of Mono. This bidder's bond or bid security shall be given as a guarantee that the bidder will enter into a contract if awarded, and may be forfeited by the successful bidder and retained by the County if the bidder refuses, neglects, or fails to enter into said contract (including a failure to provide required insurance certificates and bonds) within five (5) calendar days after provision by the County of a complete and final contract for execution by successful bidder.
- B. The successful bidder will be required to furnish a labor and materials bond (also known as a "payment bond") in an amount equal to 100 percent (100%) of the contract price, and a faithful performance bond in an amount equal to 100 percent (100%) of the contract price. In addition, the successful bidder, as the Contractor, will be required to furnish a one-year warranty bond upon project completion, pursuant to the requirements in the Sample Standard Agreement. Only surety bonds issued by an admitted surety insurer, as defined in the Sample Standard Agreement, will be accepted. Bonds shall be in a form acceptable to the Mono County Counsel; a sample of an acceptable form of each type of bond required is included in this Project Manual.
- C. The Project Manual includes a Sample Standard Agreement, which the successful bidder, as the Contractor, will be required to execute, and the insurance and bonds, which the Contractor will be required to furnish.
- D. All alterations, extensions of time, extra and additional work, and other changes authorized by the County consistent with applicable provisions of the Project Manual, may be made without securing the consent of the surety or sureties on the contract bonds.

## 8. OPENING OF BIDS

As soon after the Bid Submission Deadline as is practicable to do so, all bids received before that deadline will be taken to the Public Works Conference Room, located on the second floor of Courthouse Annex 1, 74 North School Street, Bridgeport, California, 93517, and there publicly opened, read aloud, and recorded. All interested parties are invited to attend. Any bid received after the Bid Submission Deadline will be returned to the bidder unopened.

## 9. BID EVALUATION

After all bids are opened and publicly announced, personnel from the Department of Public Works will evaluate the bids; identify the lowest responsive bid by a responsible bidder; send a Notice of Intent to Award the contract, with a ranked tabulation of all bid amounts submitted, to the identified Bidder (copied to all Bidders); The Public Works Director shall determine whether to execute the contract or to reject all bids if it is in the public of interest to do so, and in accordance with applicable laws. In the event of a discrepancy between the numeric total bid written and the numeric total bid calculated, the bid amount

calculated by multiplying each item quantity by the unit price and then adding each item of the proposal shall prevail.

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

#### 10. BID PROTEST PROCEDURE

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

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

Bidders may submit protests via email to Kalen Dodd at [kdodd@mono.ca.gov](mailto:kdodd@mono.ca.gov)

Bid protests must be submitted in and include the following information: (1) the name of the person or entity making the protest; (2) the name of the bid project; (3) a complete statement of all legal and factual grounds for the protest; (4) any documentation supporting the protestor’s grounds for the protest; and (5) the form of relief requested and the legal basis for such relief.

If a valid protest is timely filed, the Department of Public Works shall investigate the bid protest. The protested bidder shall have three (3) business days to respond to the Department of Public Works’ investigation and to provide any information requested by the Department of Public Works. The Department of Public Works shall notify the protested bidder of any evidence reflecting upon his responsibility, afford the protested bidder an opportunity to rebut such evidence, and allow the protested bidder to present evidence in support of his qualifications to perform the contract. The Department of Public Works shall respond to the protesting party upon the conclusion of its investigation by providing the protesting party a statement of its conclusions and findings.

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

#### 11. AWARD OR REJECTION OF BIDS

A. After expiration of the Bid Protest Deadline, the County may, in its discretion take any of the following actions: (1) Award a contract notwithstanding the filing of a bid protest; (2) refrain from awarding a contract pending resolution of any or all bid protests; or (3) otherwise proceed as it deems appropriate, including without limitation rejecting all bids received. Further, under Public Contract Code Section 22038, the County has the option, after receiving and tabulating bids, to reject all bids and perform the work by force account if the Board of Supervisors determines, by a

four-fifths vote, that the work can be performed more economically by its own employees.

- B. If it chooses to award a contract, the County shall award the contract to the bidder found responsible by the County which has submitted the lowest responsive bid. Bidders are advised that should this Invitation for Bids result in the award of a contract, any such contract will not be in force until it is approved and fully executed by the County and the successful bidder.
- C. Payment under any contract resulting from this Invitation for Bids will be consistent with the Sample Standard Agreement, a sample of which has been provided with this Invitation for Bids. Any contract awarded as a result of this Invitation for Bids will be awarded without discrimination based on race, color, religion, age, sex, sexual orientation, or national origin.
- D. Contract award, if made, is anticipated to occur within two (2) weeks after the date of bid opening but could occur up to 60 days after said date. In such an event, all bidders will be notified in writing that additional time will be required. No bid can be withdrawn during that period unless such withdrawal is authorized under the Public Contract Code and the bid security shall remain in full force and effect.
- E. The County assumes no responsibility for any costs the bidder may incur, regardless of whether or not a contract is awarded, in preparing and/or submitting a bid.

## 12. CONTRACT EXECUTION

- A. Accompanying the County's Notice of Intent to Award will be the contract for the Project, which the successful bidder will be required to execute and return, together with the required bonds and certificates of insurance, to the County within five (5) calendar days following receipt of such contract and Notice of Intent to Award. Failure to do so by the successful bidder shall be just cause for annulment of the contract award and forfeiture of the bid security, which shall be retained by the County as liquidated damages, and it is agreed by both parties that the bid security sum is a fair estimate of such failure. Signature by both parties constitutes execution of a contract for the Project.
- B. In the event the successful bidder is unable to physically deliver the required bonds and insurance certificates, and where approved in writing by the Director of the Department of Public Works, the bidder shall, prior to its commencement of the work, submit evidence satisfactory to the County that such bonds and certificates will be furnished in a timely manner.
- C. In the event of failure of the lowest responsible, responsive bidder to sign and return a contract for the Project with acceptable evidence of bonds and insurance certificates as prescribed herein, the County may award the contract to the next lowest responsible, responsive bidder, and so forth, until a fully-executed contract for the Project and acceptable bonding and insurance certificates are received by the County.
- D. The bid security of all bidders will be retained by the County until a contract for the Project is executed by the successful bidder and evidence of bonds and insurance acceptable to the County is received, after which those bid securities, except any that may have been forfeited, will be returned to the bidders whose proposals they accompanied.

## 13. LISTING OF AND SUBSTITUTIONS OF SUBCONTRACTORS

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

construction of the work or improvement and the portion of the work which will be done by each subcontractor if the amount of the subcontractor's work will be in excess of one-half of one percent (0.5%), or Ten Thousand dollars (\$10,000.00), whichever is greater, of the bidder's bid.

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

#### 14. INTEREST IN MORE THAN ONE BID

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

#### 15. COORDINATION WITH OTHER CONTRACTORS

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

#### 16. SUBSTITUTIONS

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

#### 18. CONTRACTOR'S LICENSING LAWS

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

#### 19. LABOR REQUIREMENTS

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

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

#### 20. PROJECT SCHEDULE AND LIQUIDATED DAMAGES

The Project and all related work shall be completed within 30 working days from the date of issuance of the Notice to Proceed. Liquidated Damages are \$2,800 per day.

By submitting a bid proposal, bidder acknowledges the following: (1) that the bidder has fully read Section 14.2 of Exhibit 1 of the Sample Standard Agreement; (2) that it has had ample opportunity to consult with legal counsel and obtain an explanation of these liquidated damage provisions; (3) and that it is agreed by both parties that the successful bidder, as the Contractor, will pay Mono County liquidated damages specified in Exhibit 1 of the Sample Standard Agreement.



**PROPOSAL FORMS**

*2022 Slurry Seal  
Project 9323*

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

In compliance with your Invitation for Bids and Instructions to Bidders, Bidder hereby proposes to perform all work for the **2022 SLURRY SEAL (“Project”)** in strict accordance with the Project Manual, which include the Instructions to Bidders, Project Plans, Special Provisions, Technical Specifications, Construction Quality Assurance Program, Agreement, any applicable addenda issued by the County’s Department of Public Works, and other Contract Documents within the time set forth therein at prices stated on the attached Bid Schedule. Prices quoted in this proposal include, but are not limited to, the cost for all labor, materials, tools, equipment, supplies, transportation, permits, services, and applicable local, state, and/or federal taxes, fees, patent rights, and/or royalties necessary to complete the Project and related work contemplated in the Project Manual and described in any contract executed pursuant to this Invitation for Bids.

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

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

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

Bidder’s Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Office Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contractor’s Calif. License No.: \_\_\_\_\_ Class: \_\_\_\_\_ DIR Registration No. \_\_\_\_\_

Mono County Business Lic. No.: \_\_\_\_\_

Name of Company Officer: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_  
Bidder’s Signature

\_\_\_\_\_  
Date

(Add seal if by a corporation)

**BID SCHEDULE**

*2022 Slurry Seal  
Project 9323*

<b>CONTRACTOR'S NAME:</b>
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No	Spec Reference	Item	Quantity	Units	Price per Unit	Item Price
1	8	Mobilization	1	LS		
2	13	Water Pollution Control	1	LS		
3	12	Traffic Control, Traffic Control Plan	1	LS		
4	37	Slurry Seal	184170	SY		
5	84	Centerline Stripe(s)	56267	LF		
6	84	Edge Line Stripe	107514	LF		
7	84	Parking Space Stripe	1300	LF		
8	84	Stop Stencil and Bar	17	EA		
9	84	Cross Walk	4	EA		
10	84	ADA Stencil	4	EA		
11	84	Bike Lane Stencil	48	EA		

<b>TOTAL</b>	
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## LIST OF SUBCONTRACTORS

### 2022 Slurry Seal Project 9323

clearly list each subcontractor who will perform work or labor or render service in an amount in excess of one-half of one percent (0.5%) of the total bid, or ten thousand dollars (\$10,000), whichever is greater.

Firm Name & Address Location of Business	Phone, Fax, & License	Description of Portion of Work to be Performed
<i>Name</i>	<i>Phone</i>	Value of work: \$ Description of work:
<i>Address, City State ZIP</i>	<i>Email</i>	
	<i>License</i>	
	<i>DIR#</i>	
<i>Name</i>	<i>Phone</i>	Value of work: \$ Description of work:
<i>Address, City State ZIP</i>	<i>Email</i>	
	<i>License</i>	
	<i>DIR#</i>	
<i>Name</i>	<i>Phone</i>	Value of work: \$ Description of work:
<i>Address, City State ZIP</i>	<i>Email</i>	
	<i>License</i>	
	<i>DIR#</i>	
<i>Name</i>	<i>Phone</i>	Value of work: \$ Description of work:
<i>Address, City State ZIP</i>	<i>Email</i>	
	<i>License</i>	
	<i>DIR#</i>	
<i>Name</i>	<i>Phone</i>	Value of work: \$ Description of work:
<i>Address, City State ZIP</i>	<i>Email</i>	
	<i>License</i>	
	<i>DIR#</i>	

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

**ACKNOWLEDGEMENTS**

*2022 Slurry Seal  
Project 9323*

**RECEIPT OF ADDENDA**

The County of Mono is advised that Bidder has received the following addenda for the Contract Documents, including plans, specifications, and special provisions for the above-referenced project:

Addendum Number: \_\_\_\_\_ Issuance Date: \_\_\_\_\_

Subject Matter: \_\_\_\_\_

Addendum Number: \_\_\_\_\_ Issuance Date: \_\_\_\_\_

Subject Matter: \_\_\_\_\_

Addendum Number: \_\_\_\_\_ Issuance Date: \_\_\_\_\_

Subject Matter: \_\_\_\_\_

Addendum Number: \_\_\_\_\_ Issuance Date: \_\_\_\_\_

Subject Matter: \_\_\_\_\_

If you did not receive any addenda for the above-referenced project, please initial here: \_\_\_\_\_

**ACKNOWLEDGEMENT OF SITE VISIT(S)**

The County of Mono is advised that I have visited the project site as acknowledged by my initials below. In doing so, I have made myself aware of the conditions that exist and have prepared the attached proposal accordingly.

Yes

No

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

**DISCLOSURES AND CERTIFICATIONS**

*2022 Slurry Seal  
Project 9323*

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

**QUESTIONNAIRE A**

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

Yes: \_\_\_\_\_ No: \_\_\_\_\_

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

**QUESTIONNAIRE B**

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

Yes: \_\_\_\_\_ No: \_\_\_\_\_

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

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

**WORKERS' COMPENSATION CERTIFICATION**

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

**NON-COLLUSION AFFIDAVIT**

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

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

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

**EQUAL EMPLOYEMENT OPPORTUNITY COMPLIANCE CERTIFICATE**

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

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

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

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

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

**DEBARMENT AND SUSPENSION CERTIFICATION**

## TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

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

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

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



## **BIDDER'S QUALIFICATION STATEMENT**

2022 Slurry Seal

Project 9323

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

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

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

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

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

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

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

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

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

**1. GENERAL INFORMATION:**

A. Type of organization: \_\_\_\_\_

If Corporation, include year and state incorporated If  
 Partnership, state whether general or limited  
 If Sole Proprietorship, include name of owner  
 If Joint Venture\*, include name all partnering firms

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

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

\_\_\_\_\_ Yes \_\_\_\_\_ No

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

\_\_\_\_\_ Yes (attach explanation) \_\_\_\_\_ No (not qualified)

**2. PERSONNEL:**

A. Identify the current number of employees below:

Employee Type	Full-Time	Part-Time
Office		
Field		

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

Description	Person 1	Person 2	Person 3
Name			
Title			
% Ownership			

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

**3. FINANCIAL INFORMATION:**

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

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

C. Annual sales dollar volume of Contractor: \$ \_\_\_\_\_

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

A. During the past five years has the Contractor:

i. Been subject of a lien or claim of \$25,000 or more by a subcontractor or supplier?  Yes  No

ii. Failed to complete a contract?  Yes  No

ii. Been suspended, debarred, disqualified or otherwise declared ineligible to bid?  Yes  No

iv. Been defaulted on any contract?  Yes  No

v. Had a contract terminated?  Yes  No

vi. Had liquidated damages assessed against it upon completion of a contract?  Yes  No

vii. Been a plaintiff or defendant in any lawsuits arising out of public or private construction contracts?  Yes  No

B. During the past five years has the Contractor, Principals or Key Personnel:

i. Been a plaintiff or defendant in any lawsuits arising out of public or private construction contracts?  Yes  No

ii. Been the subject of an investigation involving any alleged violation of criminal law, civil antitrust law or other federal, state, or local civil law?  Yes  No

iii. Been convicted after trial or by plea of any felony under state or federal law?  Yes  No

iv. Entered a plea of nolo contendere to a charge of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or violation of an antitrust law?  Yes  No

v. Been the subject of an investigation of any alleged violation of federal, state, or local regulations by any public agency?  Yes  No

- vi. Been found to have committed a violation of any labor law or regulation including prevailing wage rates and fair labor practices?  Yes  No
- vii. Been found to have committed an OSHA "serious violation"?  Yes  No
- vii. Been found to have committed a construction-related violation of federal, state, or local environmental law or regulation?  Yes  No

**5. BIDDING CAPABILITY AND PREVIOUS EXPERIENCE:**

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

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mark if continued on an attached sheet

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

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

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

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

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

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

Project Status:

- Project completed
- Work in progress

Contractor's Role\*:

- Prime Contractor
- Subcontractor
- Joint Venture Partner

\* Entity submitting proposal is considered "Contractor"

Facility / Project Name: \_\_\_\_\_

Address of Project: \_\_\_\_\_

Project Owner: \_\_\_\_\_

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

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

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

Start Date: \_\_\_\_\_ Scheduled Completion Date: \_\_\_\_\_ Actual Completion Date: \_\_\_\_\_

Construction Manager / Project Manager:

Company: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ email: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Architect / Engineer:

Company: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ email: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Reference familiar with Contractor's performance:

Company: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ email: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Description of work performed by Contractor: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**BID BOND**

*(MINIMUM 10% OF TOTAL BID AMOUNT)*

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

**2022 Slurry Seal**

If the Principal is awarded the contract and enters into a written contract, in the form prescribed by the Owner, at the price designated by his bid, and files two bonds with the Owner, one to guarantee payment for labor and materials and the other to guarantee faithful performance, in the time and manner specified by the Owner, and carries all insurance in the type and amount which conforms to the Contract Documents, and furnishes required certificates and endorsements thereof, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Forfeiture of this bond shall not preclude the Owner from seeking all other remedies provided by law to cover losses sustained as a result of the Principal's failure to do any of the foregoing.

Principal and Surety agree that if the Owner is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay Owner's reasonable attorney's fees incurred with or without suit.

PRINCIPAL:

Executed on: \_\_\_\_\_

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

(Seal of Corporation)

Title: \_\_\_\_\_

(Attach notary acknowledgment for Contractor's authorized representative and for Attorney-in-Fact of Surety)

NOTICE: No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. A certified copy of Power of Attorney must be attached.

Any claims under this bond may be addressed to:

\_\_\_\_\_ (Name and address of Surety)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (Name and address of Surety's agent for service  
of process in California, if different from above)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (Telephone number of Surety's agent in Calif.)

(Attach notary acknowledgement)

\_\_\_\_\_  
SURETY

By: \_\_\_\_\_  
(Attorney-in-Fact)



**AGREEMENT BETWEEN COUNTY OF MONO  
AND CLICK HERE TO ENTER TEXT  
FOR THE PROVISION OF CLICK HERE TO ENTER TEXT SERVICES**

**INTRODUCTION**

WHEREAS, the County of Mono (hereinafter referred to as "County") may have the need for the services of CLICK HERE TO ENTER TEXT of CLICK HERE TO ENTER TEXT (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK**

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

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

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

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

**2. TERM**

The term of this Agreement shall be from CLICK HERE TO ENTER TEXT, to CLICK HERE TO ENTER TEXT, unless sooner terminated as provided below.

### 3. CONSIDERATION

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

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

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

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

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

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

F. Federal and State Taxes.

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

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

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

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

#### **4. WORK SCHEDULE**

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

#### **5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS**

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

#### **6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC**

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

#### **7. COUNTY PROPERTY**

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

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

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

## 8. INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

A. Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as (please select all applicable):

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$5,000,000 per accident for bodily injury and property damage.

Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

Worker's Compensation Exempt: Contractor is exempt from obtaining Workers' Compensation insurance because Contractor has no employees. Contractor shall notify County and provide proof of Workers' Compensation insurance to County within 10 days if an employee is hired. Such Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors. Contractor agrees to defend and indemnify County in case of claims arising from Contractor's failure to provide Workers' Compensation insurance for employees, agents and subcontractors, as required by law.

Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

- (1) **Additional Insured Status:** The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
- (2) **Primary Coverage:** For any claims related to this contract, the Contractor's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
- (3) **Umbrella or Excess Policy:** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.
- (4) **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.
- (5) **Waiver of Subrogation:** Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- (6) **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$100,000 unless approved in writing by County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense

costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. County reserves the right to obtain a copy of any policies and endorsements for verification.

- (7) **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- (8) **Claims Made Policies:** If any of the required policies provide claims-made coverage:
  - a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
  - b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
  - c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
- (9) **Verification of Coverage:** Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- (10) **Special Risks or Circumstances:** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## 9. STATUS OF CONTRACTOR

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

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

## **9. DEFENSE AND INDEMNIFICATION**

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

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

## **10. RECORDS AND AUDIT**

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

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

## **11. NONDISCRIMINATION**

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

## **12. TERMINATION**

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

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

### **13. ASSIGNMENT**

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

### **14. DEFAULT**

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

### **15. WAIVER OF DEFAULT**

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

### **16. CONFIDENTIALITY**

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

### **17. CONFLICTS**

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



**18. POST-AGREEMENT COVENANT**

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

**19. SEVERABILITY**

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

**20. FUNDING LIMITATION**

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

**21. AMENDMENT**

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

**22. NOTICE**

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

County of Mono:

CLICK HERE TO ENTER TEXT  
CLICK HERE TO ENTER TEXT  
CLICK HERE TO ENTER TEXT  
CLICK HERE TO ENTER TEXT

Contractor:

CLICK HERE TO ENTER TEXT  
CLICK HERE TO ENTER TEXT  
CLICK HERE TO ENTER TEXT  
CLICK HERE TO ENTER TEXT

**23. COUNTERPARTS**

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

**24. ENTIRE AGREEMENT**

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

**IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS, EFFECTIVE AS OF THE DATE LAST SET FORTH BELOW, OR THE COMMENCEMENT DATE PROVIDED IN PARAGRAPH 2 OF THIS AGREEMENT, WHICHEVER IS EARLIER.**

**COUNTY OF MONO**

**CONTRACTOR**

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

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

APPROVED BY RISK MANAGEMENT:

\_\_\_\_\_  
Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF MONO  
AND CLICK HERE TO ENTER TEXT  
FOR THE PROVISION OF CLICK HERE TO ENTER TEXT SERVICES**

**TERM:**

**FROM: CLICK HERE TO ENTER TEXT TO: CLICK HERE TO ENTER TEXT**

**SCOPE OF WORK:**

CLICK HERE TO ENTER TEXT

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF MONO  
AND CLICK HERE TO ENTER TEXT  
FOR THE PROVISION OF CLICK HERE TO ENTER TEXT SERVICES**

**TERM:**

**FROM: CLICK HERE TO ENTER TEXT TO: CLICK HERE TO ENTER TEXT**

**SCHEDULE OF FEES:**

CLICK HERE TO ENTER TEXT

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

## EXHIBIT 1

### AGREEMENT BETWEEN THE COUNTY OF MONO AND Click here to enter text. FOR THE PROVISION OF Click here to enter text. SERVICES

#### GENERAL CONDITIONS

##### SECTION 1. GENERAL

###### 1.1 DEFINITIONS AND TERMS.

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

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

- M. **EXTRA WORK:** An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Engineer to be necessary to complete the work within the intended scope of the contract as previously modified.
- N. **INSPECTOR:** An authorized representative of the Engineer assigned to make all necessary inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
- O. **LABORATORY:** The laboratory or laboratories authorized by the Department to test materials and work involved in the contract.
- P. **LIQUIDATED DAMAGES:** the daily amount set forth in these General Conditions to be deducted from the contract price to cover additional costs incurred by a local agency because of the contractor's failure to complete the contract work within the number of calendar days or workdays specified.
- Q. **NOTICE TO PROCEED:** A written notice from the Department to the Contractor to begin the actual contract work on the Project. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
- R. **PROJECT:** The construction, installation, placement, alteration, or repair of any improvement of any kind, which is required directly or indirectly by the contract.
- S. **SPECIFICATIONS:** A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if physically included in the contract.
- T. **STANDARD PLANS:** State of California Department of Transportation, 2010 edition of the Standard Plans
- U. **STANDARD SPECIFICATIONS:** State of California Department of Transportation, 2010 edition of the Standard Specifications
- V. **SUPERINTENDENT:** The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the Engineer, and who shall supervise and direct the construction.
- W. **SURVEYOR:** The individual, partnership, firm, or corporation duly authorized by the Contractor to be responsible for verifying placement of the work and acting directly or through an authorized representative.
- X. **UNEXCUSABLE DELAY:** a delay that does not entitle the Contractor to an adjustment of the Contract Limit and does not entitle the Contractor to an adjustment of the Contract Time.
- Y. **WORK:** The construction and services required by the Contract, whether completed in whole or partially completed, and includes all labor, materials, equipment, tools, supplies, tax, transportation, and services provided or to be provided by the Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a part of the Project.
- z. **WORKING DAY:** A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least 6 hours toward completion of the contract. Unless work is suspended for causes beyond the Contractor's control, Saturdays, Sundays, and holidays on which the Contractor's forces engage in regular work, requiring the presence of an inspector, will be considered working days.

## 1.2 ORDER OF PRECEDENCE OF DOCUMENTS.

In case of conflict between the Agreement, any Attachments to the Agreement, any Special Provisions, Project Plans, Technical Specifications, Quality Assurance Program (QAP) Plan, Standard Plans or Standard

Specifications or other portions of the Contract Documents, including the Invitation for Bids and Instructions to Bidders, the more specific provision shall govern.

## SECTION 2. PERFORMANCE OF WORK

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

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

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

[Click here to enter text.](#)

[Click here to enter text.](#)

[Click here to enter text.](#)

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

## **2.2 OTHER PROJECTS.**

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

## **2.3 PROTECTION OF PROPERTY.**

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

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

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

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

## **2.4 ENVIRONMENTAL PROTECTION.**

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

## **2.5 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES.**

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



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

## **2.6 ARCHAEOLOGICAL AND HISTORICAL FINDINGS.**

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

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

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

### **3.1 DEBARMENT AND SUSPENSION CERTIFICATION**

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

### **3.2 NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

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

### **3.3 APPLICABILITY TO SUBCONTRACTORS**

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

### **3.4 QUARTERLY DISCLOSURES**

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

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

## **SECTION 4. SUBCONTRACTORS**

### **4.1 SUBCONTRACTING.**

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

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

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

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

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

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

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

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

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

### **4.2 PERFORMANCE OF SUBCONTRACTORS**

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

#### **4.3 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS.**

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

#### **4.4 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS.**

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

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

#### **4.5 APPALACHIAN REGIONAL DEVELOPMENT ACT OF 1965.**

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

## **SECTION 5. PROJECT IMPLEMENTATION**

### **5.1 PRE-CONSTRUCTION CONFERENCE.**

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

## 5.2 PROSECUTION AND PROGRESS.

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

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

## 5.3 ORDER OF WORK.

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

# SECTION 6. PROJECT ADMINISTRATION

## 6.1 GENERAL.

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

### **Control of Work:**

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

## 6.2 OMITTED ITEMS.

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

## 6.3 CONTRACTOR REPRESENTATION.

The County will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented in person by either a qualified, competent Superintendent or by another designated,

qualified, competent representative who is duly authorized to receive and execute orders of the Engineer. The Superintendent shall be satisfactory to the County and shall not be changed except with the express written consent of the County unless the ceases to be in its employ.

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

#### **6.4 CONTRACTOR PERSONNEL.**

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

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

#### **6.5 METHODS AND EQUIPMENT.**

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

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

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

#### **6.6 PARTIAL PAYMENTS.**

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

#### **6.7 FINAL ACCEPTANCE.**

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

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the County will give the Contractor the necessary instructions for correction of same and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute

the final inspection, provided the work has been satisfactorily completed. In such event, the County will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

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

#### **6.8 CLAIMS FOR ADJUSTMENT AND DISPUTES.**

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

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

#### **6.9 FORCE MAJEURE.**

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

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

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

#### **6.10 WARRANTY AND GUARANTEE.**

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

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

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

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

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

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

## **SECTION 7: TERMINATION**

### **7.1 TERMINATION BY CONTRACTOR.**

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

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

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

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

## 7.2 TERMINATION BY COUNTY FOR CAUSE.

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

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

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

1. Contractor persistently or repeatedly refuses or fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to prosecute the Work in accordance with the Contract Documents.
2. Contractor fails to make prompt payment of amounts properly due subcontractors after receiving payment from County.
3. Contractor fails to follow applicable legal requirements.
4. Contractor persistently or materially fails to execute the Work in accordance with the Contract Documents.
5. Contractor is in default of any other material obligation under the Contract Documents.
6. Contractor persistently or materially fails to comply with applicable safety requirements.

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

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

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



costs, expenses, losses, and liquidated damages exceed the unpaid balance of the Contract Sum, Contractor shall pay such excess to County.

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

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

### **7.3 TERMINATION BY COUNTY FOR CONVENIENCE.**

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

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

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

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

### **7.4 PAYMENT ADJUSTMENT FOR TERMINATION.**

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

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

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

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

## **SECTION 8. MATERIALS**

### **8.1 MANUFACTURER’S SPECIFICATIONS AND RECOMMENDATIONS.**

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

### **8.2 REFERENCE TO SPECIFICATIONS AND TRADE NAMES.**

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

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

### **8.3 STORAGE OF MATERIALS.**

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

## **SECTION 9. CONSTRUCTION DETAILS**

### **9.1 ORDER OF WORK.**

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

### **9.2 SANITARY, HEALTH, AND SAFETY PROVISIONS.**

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

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

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

### **9.3 CONSTRUCTION SITE NUISANCE.**

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

### **9.4 PUBLIC CONVENIENCE AND SAFETY.**

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

Contractor shall comply with OSHA regulations applicable to Contractor regarding necessary safety equipment and procedures. Contractor shall comply with safety instructions issued by County. Contractor's personnel shall wear hard hats and safety vests at all times while working at the project site. Pursuant to the authority contained in Section 591 of the Vehicle Code, County has determined that such areas are within the limits of the project and are open to public traffic. Contractor shall comply with all applicable requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Contractor shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles. All subcontracts entered into by Contractor shall contain the above provisions.

### **9.5 HIGHWAY CONSTRUCTION EQUIPMENT.**

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

### **9.6 PERMITS.**

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

### **9.7 CONSTRUCTION LAYOUT AND STAKES.**

The Contractor shall engage the services of a State of California licensed Professional Land Surveyor to perform construction layout. All staking on the project shall be performed by, or under, the direct supervision of a

Professional Land Surveyor. The Contractor will be responsible for establishing and maintaining all survey controls and other layout that may be required for construction of the work.

### **9.8 TESTING AND INSPECTIONS.**

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

### **9.9 CONTRACTOR QUALITY CONTROL.**

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

### **9.10 INSPECTION OF THE WORK.**

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

If the Engineer requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

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

### **9.11 RETEST OF WORK.**

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

### **9.12 MAINTENANCE DURING CONSTRUCTION.**

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

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

## **SECTION 10. OPERATIONS AND SAFETY**

### **10.1 TEMPORARY CONTRACTOR FACILITIES.**

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

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

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

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

### **10.2 BORROW, DISPOSAL AND MATERIAL SITES.**

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

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

### **10.3 WATER SUPPLY.**

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

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

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

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

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

#### **10.4 EXISTING FACILITIES.**

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

### **SECTION 11. PROGRESS MEETINGS**

#### **11.1 WEEKLY PROGRESS MEETINGS.**

The Engineer will conduct Progress Meetings at regularly scheduled times convenient for all parties involved. Progress Meetings are in addition to specific meetings held for other purposes, such as coordination meetings. Discussions will address administrative and technical issues of concern, determining resolutions, and development of deadlines for resolution within allowable time frames.

#### **11.2 ATTENDEES.**

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

### **SECTION 14. WORK SCHEDULE AND LIQUIDATED DAMAGES**

#### **14.1 BEGINNING OF WORK AND TIME OF COMPLETION.**

The Contractor shall begin work on the date provided in the Notice to Proceed issued by the Public Works Director or his designee. The work shall be diligently prosecuted to completion before the expiration of [Click here to enter text.](#) WORKING DAYS beginning on the date set forth in the Notice to Proceed.

#### **14.2 LIQUIDATED DAMAGES.**

The County expects the Contractor to perform its responsibilities and tasks as specified in these Contract Documents. The expectation is reasonable, within normally acceptable business practices, and in the best interest of the County and its residents. The Contractor acknowledges that the County, in entering this Agreement, has considered and relied on the Contractor's representations as to its ability and commitment to quality and timeliness

of service; that the provision of reliable and timely services is of utmost importance to the County; and that the County will suffer damages if the Contractor fails to fulfill its obligations under the Contract. The Contractor acknowledges that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages that the County will suffer and that liquidated or actual damages attach and will be payable from any funds due to the Contractor.

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

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

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

### **14.3 BREACH.**

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

## **SECTION 15. PROJECT CLOSEOUT**

### **15.1 "As-Built" Drawings.**

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

## EXHIBIT 2

### AGREEMENT BETWEEN THE COUNTY OF MONO AND Click here to enter text.FOR THE PROVISION OF Click here to enter text.SERVICES

**PREVAILING WAGES AS OF:** Click here to enter text.

#### A. DETERMINATION

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

#### B. PREVAILING WAGE RATE

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

#### C. APPRENTICES

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

#### D. PENALTY FOR NON-PAYMENT OF PREVAILING WAGES

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

#### E. PAYROLL RECORDS

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

#### F. INSPECTION OF PAYROLL RECORDS

Contractor, and any subcontractor under him, shall comply with each of the additional requirements set forth in



California Labor Code Section 1776, regarding: (1) the form of records; (2) the provision of records upon request to the County, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the California Department of Industrial Relations; and, (3) the inspection of records by the public. California Labor Code Section 1776 is incorporated herein by this reference, and a copy of that section is included at the end of this Exhibit.

#### **G. POST OF PREVAILING WAGES AT JOB SITE**

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

#### **H. HOURS**

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

#### **I. OVERTIME**

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

#### **J. RECORDS OF HOURS**

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

#### **K. PENALTY FOR VIOLATION OF WORK HOURS**

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

#### **L. REGISTRATION WITH DIR AND COMPLIANCE MONITORING**

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

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

**§ 1771. Payment of general prevailing rate**

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

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

**§ 1775. Penalties for violations**

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

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

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

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

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

(iii) The penalty may not be less than thirty dollars (\$30) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.

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

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

(E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid

to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.

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

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

(a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- (1) The information contained in the payroll record is true and correct.
- (2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

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

- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
- (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and the Division of Labor Standards Enforcement of the Department of Industrial Relations.
- (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the

entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

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

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

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

(f)

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

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

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

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

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

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

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

- (a) Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.
- (b) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.
- (c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:
- (1) The apprenticeship standards and apprentice agreements under which he or she is training.
  - (2) The rules and regulations of the California Apprenticeship Council.
- (d) When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).
- (e) Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.
- (f) The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.
- (g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship

program operates where the contractor agrees to be bound by those standards, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

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

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

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

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

**§ 1815. Overtime**

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

### **EXHIBIT 3**

**AGREEMENT BETWEEN COUNTY OF MONO**  
**AND** [Click here to enter text.](#)  
**FOR THE PROVISION OF** [Click here to enter text.](#) **SERVICES BOND**

#### **REQUIREMENTS**

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



**SAMPLE PERFORMANCE BOND**

**WHEREAS**, the County of Mono, acting by and through the Department of Public Works, has awarded to Contractor Click here to enter text., hereafter designated as the "Contractor", a contract for the work described as follows:

Click here to enter text.

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

**NOW, THEREFORE**, we the undersigned Contractor and Surety are held firmly bound to the County of Mono in the sum of \$Click here to enter text.\_ dollars (\$Click here to enter text.), to be paid to said County or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contractor

\_\_\_\_\_  
\_\_\_\_\_

Name of Surety (SEAL)

By : Attorney-in-Fact

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

APPROVED AS TO FORM:

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

**SAMPLE PAYMENT BOND**

**WHEREAS**, The County of Mono, acting by and through the Department of Public Works, hereafter referred to as "Obligee", has awarded to Contractor [Click here to enter text.](#), hereafter designated as the "Principal", a contract for the work described as follows:

[Click here to enter text.](#)

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

**NOW, THEREFORE**, we the undersigned Principal and Surety are bound unto the Obligee in the sum of [Click here to enter text.](#)dollars (\$[Click here to enter text.](#)), for which payment, we bind ourselves, jointly and severally.

**THE CONDITION OF THIS OBLIGATION IS SUCH,**

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

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

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

Dated: \_\_\_\_\_, 20 \_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_  
Principal

\_\_\_\_\_

\_\_\_\_\_  
Surety (SEAL)

\_\_\_\_\_

By : Attorney-in-Fact

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

APPROVED AS TO FORM:

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

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

KNOW ALL BY THESE PRESENT that we Click here to enter text., the Contractor in the contract hereto annexed (the "Contract"), as principal, and, Click here to enter text., the Surety, are held and firmly bound unto the County of Mono ("Owner") in the sum of Click here to enter text. lawful money of the United States, for which payment, well and truly be made, we bind ourselves jointly and severally, firmly by these present.

**Section 1.** During the Term of the Bond, the Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to Owner for the Contractor's warranty obligation: that if the Contractor, its successors and assigns, or its subcontractor, fails to maintain and remedy in good workmanlike manner the work of Click here to enter text. such that it is free from defects in the materials and workmanship for a period of one year commencing on Click here to enter text. and shall indemnify and hold harmless Owner, its officers and agents, as stipulated in the contract, said Surety will pay for the same in an amount not to exceed the sum hereinabove set forth, and also in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court.

**Section 2.** If the Contractor satisfies its warranty obligations pursuant to the Contract, the Surety and the Contractor shall have no obligation under this Bond. It is understood and agreed that in no event shall the Surety's obligations under this Bond extend to warranties provided by the Contractor or subcontractor's suppliers and manufacturers.

**Section 3.** If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

- a. the Owner first provides notice to the Contractor and the Surety during the Term of the Bond of the Owner's intent to declare a Contractor Default;
- b. the Contractor fails to remedy the Contractor Default within a reasonable amount of time of such notice; and
- c. the Owner declares a Contractor Default and notifies the Surety.

**Section 4.** Failure on the part of the Owner to comply with the notice requirement in Section 3 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

**Section 5.** When the Owner has satisfied the conditions of Section 3, the Surety shall promptly, under reservation of rights, and at the Surety's expense, remedy the Contractor's Default. The Surety may, with the consent of the Owner, arrange for the Contractor to remedy the Contractor's Default.

**Section 6.** If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner.

**Section 7.** The responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. The Surety is obligated, without modification or qualification, for the responsibilities of the Contractor for correction of the defective work as set forth in the Construction Contract, and additional legal and design professional costs resulting from the Contractor's Default or resulting from the actions or failure to act of the Surety under Section 5.

**Section 8.** The Owner may request an extension of the Term of this Bond. The Surety, at its sole option, may extend the Term of this Bond by continuation certificate or rider setting forth the new expiration date.

- a. If the surety extends the Term of this Bond, the Bond shall be considered one continuous bond.
- b. If the Surety decides not to extend the Term of this Bond, then the Surety shall notify the Owner in writing third (30) days prior to the end of the current term of this Bond at the address indicated in this Bond.
- c. Neither the Surety’s failure to extend the Term of this Bond nor the Contractor’s failure to provide a replacement bond or other acceptable security shall be considered a breach or default by the Surety or Contractor on this Bond, nor serve as a basis for a claim or demand on this Bond.

**Section 9.** The Surety’s total liability under this Bond is limited to the Amount of this Bond indicated on page 1 of this Bond, regardless of whether the Term of this Bond is extended, the length of time this Bond remains in force, and the number of premiums that shall be payable or paid.

**Section 10.** No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

**Section 11.** Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work of the Contractor required by the Contract is located and shall be instituted within two years after a declaration of Contractor Default. If the provisions of this Section are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

**Section 12.** Notice to the Surety, the Owner, or the Contractor shall be in writing and mailed or delivered to the address shown beneath the signatures on this Bond.

**Section 13.** Provisions in this Bond that conflict with applicable statutory or other legal requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein.

**Section 14.** Definitions:

- a. Contract. The Agreement between the Owner and Contractor identified in the preamble to this Bond and in the signature page, including all Contract Documents and changes made to the agreement and the Contract Documents.
- b. Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with the warranties required under the Contract.
- c. Owner Default. Failure of the Owner, which has not been remedied or waived, to perform or otherwise comply with the other material terms of the Contract.
- d. Contract Documents. All the documents that comprise the Contract.
- e. Surety. The company or companies lawfully authorized to issue surety bonds in the jurisdiction where the project is located.

SIGNED, SEALED, AND DATED: \_\_\_\_\_, 20\_\_

CONTRACTOR  
 Company (seal)  
 Signature: \_\_\_\_\_  
 Name and Title: \_\_\_\_\_  
 Address: \_\_\_\_\_

SURETY  
 Company (seal)  
 Signature: \_\_\_\_\_  
 Name and Title: \_\_\_\_\_  
 Address: \_\_\_\_\_

OWNER  
 Mono County (seal)  
 Signature: \_\_\_\_\_  
 Name and Title: \_\_\_\_\_  
 Address: \_\_\_\_\_

APPROVED AS TO FORM  
 \_\_\_\_\_  
 Mono County Counsel

## EXHIBIT 4

### AGREEMENT BETWEEN THE COUNTY OF MONO AND

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

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

### INVOICING, PAYMENT AND RETENTION

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

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

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

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

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

# SECTION III



## TECHNICAL SPECIFICATIONS

### 2022 SLURRY SEAL

COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS

**TECHNICAL SPECIFICATIONS**

2022 Slurry Seal

Project 9323

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# 1 DESCRIPTION OF WORK

The **2022 Slurry Seal** (hereinafter referred to as the project) is for the purpose of rehabilitation the condition of asphalt concrete by slurry seal. Pavement Striping and Markings will be applied after the rehabilitation.

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

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

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

## Submittals:

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

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

# 5 CONTROL OF WORK AND MATERIALS

## Submittals:

Construction schedule Construction:

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

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

Highway 395 and Highway 6 are State of California, Highway department roads (Caltrans). Work where Mono County roads join or enter the Caltrans ROW may require a Caltrans Encroachment Permit in order to place traffic control signs on state highway. The Contractor shall obtain a Caltrans Encroachment Permit if necessary.

No equipment or construction materials shall be stored or staged within the traveled way without



approval from the Engineer. The Contractor shall coordinate with Mono County regarding establishment and operation of storage and staging areas.

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

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

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

The Contractor shall provide Advance Notice to the following parties. General  
760 932 7549 Mono County Sheriff Department  
760 387 2955 Mono County Fire/Rescue Department  
760 872 0674 Caltrans Encroachment Permit Office

Payment:

There is no separate payment for Control of Work.

## 8 MOBILIZATION

General:

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

Submittals:

Equipment and materials storage locations Staging locations

Payment:

The contract LUMP SUM price paid for MOBILIZATION shall constitute full compensation for furnishing all labor and materials, including tools, equipment and incidentals, and for performing the work involved in placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of equipment and materials, creating as-built drawings, and for performing all work

required for which separate payment is not otherwise provided as specified in the these Technical Specifications, and as directed by the Engineer. No adjustment will be made to the lump sum price for mobilization due to the requirement of a winter suspension, two mobilizations, or changes to other items of work or additions to the Contract. The contract LUMP SUM payments for MOBILIZATION will only be paid as work begins in each separate project area

## **12 TEMPORARY TRAFFIC CONTROL**

### General:

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

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

### Submittals:

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

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

### Construction:

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

The Contractor shall leave the street open to traffic.

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

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

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

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

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

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

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

**Payment:**

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

## **13 WATER POLLUTION CONTROL**

### General:

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

### Submittals:

Documentation demonstrating that Fiber Roll is certified seed proof.  
Plan showing contractors proposed placement of erosion and sediment control bmps.

### Materials:

Fiber rolls  
Other BMP's as determined in the field

### Construction:

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

No construction debris shall be allowed to exit the site.

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

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

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

### Project Winterization:

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

### Payment:

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

## 15 PROTECTION OF EXISTING FACILITIES

### General:

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

### Construction:

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

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

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

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

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

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

### Payment:

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

## **18 DUST CONTROL**

### General:

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

### Submittals:

Documentation for any dust palliative materials proposed.

### Construction:

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

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

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

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

## 37 BITUMINOUS SEALS

### 37-3. Slurry Seals:

Applying a slurry seal consists of spreading a mixture of asphaltic emulsion or polymer modified asphaltic emulsion, aggregate, set-control additives, and water on a surface or pavement.

#### Submittals:

Submit a laboratory report of test results and a proposed mix design 10 days before starting placement of slurry seal. The report and mix design must include the specific materials to be used. The laboratory report must include:

1. Test results used in the mix design
2. Proportions of the following materials based on the aggregate's dry weight:
  - 2.1. Aggregate
  - 2.2. Filler determined from tests, minimum and maximum
  - 2.3. Water, minimum and maximum
  - 2.4. Asphalt solids content
  - 2.5. Set control agent
3. Comparison of slurry seal test results to the specified values

The testing laboratory must sign the original laboratory report and mix design.

If the mix design consists of the same materials covered by a previous laboratory report, you may submit the previous laboratory report that must include material testing data performed within the previous 12 months for authorization.

If you change any of the materials in the mix design, submit a new mix design and laboratory report at least 10 days before starting slurry seal work.

Your laboratory must be able to perform International Slurry Surfacing Association tests and mix designs.

#### Materials:

Either Type II or Type III Slurry seal is acceptable.

Aggregate for slurry seal and micro-surfacing must comply with the gradation requirements shown in the following table:

Sieve size	Percentage passing by aggregate type	
	II	III
3/8"	100	100
No. 4	94-100	70-90
No. 8	65-90	45-70
No. 16	40-70	28-50
No. 30	25-50	19-34
No. 200	5-15	5-15

Aggregate must be rock dust or sand such as plaster sand. Aggregate larger than the no. 50 sieve must be 100 percent crushed rock. Aggregate must be free from vegetable matter, deleterious

substances, caked or clay lumps, and oversized particles.

The slurry seal mix design must comply with the requirements shown in the following table:

**Slurry Seal Mix Design Requirements**

Quality characteristic	Test method <sup>a</sup>	Requirement
Consistency (max, mm)	Technical Bulletin 106	30
Wet stripping	Technical Bulletin 114	Pass
Compatibility	Technical Bulletin 115	Pass <sup>b</sup>
Cohesion test <sup>c</sup> , within 1 hour (min, kg-mm)	Technical Bulletin 139	200
Wet track abrasion (max, g/m <sup>2</sup> )	Technical Bulletin 100	810

<sup>a</sup>Test methods are by the International Slurry Surfacing Association.

<sup>b</sup>Mixing test must pass at the maximum expected air temperature at the job site during placement.

<sup>c</sup>Using project source aggregate, asphaltic emulsion, and set-control agents if any.

The mix design must have the percent of asphaltic emulsion, based on percentage by weight of the dry aggregate, within the ranges shown in the following table:

**Asphaltic Emulsion Percentage**

Aggregate type	Range
II	12–18
III	10–15

The Engineer determines the exact percentage based on the design asphalt binder content and the asphalt solids content of the asphaltic emulsion furnished.

Aggregate:

If the specific gravities differ by 0.2 or more, California Test 202 is replaced with California Test 105 for blends of different aggregates.

Aggregate for slurry seal must comply with the requirements for the type shown in the following table:

**Aggregate Quality**

Quality characteristic	Test method	Requirement by aggregate type	
		II	III
Sand equivalent (min)	California Test 217	55	60
Durability index (min)	California Test 229	55	55

Each day's aggregate moisture content measurements must not vary more than  $\pm 0.5$  percent. Polymer modified asphaltic emulsion must:

1. Consist of a polymer mixed with a bituminous material uniformly emulsified with water and an emulsifying or stabilization agent.
2. Use either neoprene polymer or butadiene and styrene copolymer. The polymer must be homogeneous and milled into the asphaltic emulsion at the colloid mill.
3. Polymer modified asphaltic emulsion must be Grade PMCQS1h cationic and must comply with the requirements shown in the following table:



**Polymer Modified Asphaltic Emulsion Requirements**

Quality characteristic	Test method	Requirement
Tests on emulsion:		
Saybolt Furol viscosity @ 25 °C (Saybolt Furol seconds)	AASHTO T 59	15-90
Sieve test (%)	AASHTO T 59	0-0.3
Storage stability after 1 day (%)	AASHTO T 59	0-1
Residue by evaporation (min, %)	California Test 331	57
Particle charge	AASHTO T 59	Positive
Tests on residue by evaporation:		
Penetration at 25 °C	AASHTO T 49	40-90
Ductility at 25 °C (min, mm)	AASHTO T 51	400
Torsional recovery (min, %) or Polymer content (min, %)	California Test 332	18
	California Test 401	2.5

**Construction:**

Before applying slurry seal or micro-surfacing, cover manholes, valve and monument covers, grates, or other exposed facilities located within the area of application using plastic or oil resistant construction paper secured by tape or adhesive to the facility being covered. Reference the covered facilities with enough control points to relocate the facilities after application of the seal coat.

In areas inaccessible to spreading equipment, spread the slurry seal or micro-surfacing mixture with hand tools or other authorized methods. If placing with hand tools, lightly dampen the area first. Do not handle or shift the material.

Proportion slurry seal ingredients in compliance with the authorized mix design. Proportion and blend different aggregate types before adding other ingredients.

After proportioning, the slurry seal mixture must be workable. The slurry seal surface must be cured to allow traffic within 1 hour after placement. The slurry seal must not show bleeding, raveling, separation, or other distresses for 15 days after placing.

Spread slurry seal uniformly within the specified spread rate range. Do not spot, rehandle, or shift the mixture.

The Engineer determines the exact spread rate for slurry seal. The completed rate must be within 10 percent of the Engineer's determined spread rate. The slurry seal spread rates must be within the ranges shown in the following table:

**Slurry Seal Spread Rates**

Type of aggregate	Range (lb of dry aggregate/sq yd)
II	10-15
III	20-25

Longitudinal joints must correspond with lane lines. You may request other longitudinal joint patterns if they do not adversely affect the slurry seal.

Spread slurry seal in full lane widths. Do not overlap slurry seal between adjacent lanes more than 3 inches.

Use kraft paper at transverse joints and over previously placed slurry seal to prevent double placement. Remove the paper after use. Use hand tools to remove spillage.

The finished surface must be smooth.

The mixture must be uniform and homogeneous after spreading, and there must not be separation of the emulsion and aggregate after setting.

Protect the slurry seal from damage until it has cured and will not adhere or be picked up by vehicle tires.

#### Mixing and Spreading Equipment:

Mixing and spreading equipment for slurry seal must proportion asphaltic emulsion, water, aggregate, and any set-control additives by volume and mix them in continuous pugmill mixers. Continuous pugmill mixers must be of adequate size and power for the type of materials to be mixed.

Introduce emulsion into the mixer with a positive displacement pump. If you use a variable-rate pump, the adjusting unit must be sealed in its calibrated position.

Introduce water into the mixer with a meter that measures gallons.

Identifying numbers for equipment must be at least 2 inches high and located on the front and rear of the vehicle.

If truck-mounted mixer-spreaders are used, keep at least 2 operational spreaders at the job site during placement.

In areas inaccessible to spreading equipment, spread the slurry seal mixture with hand tools. If placing with hand tools, lightly dampen the area first. Do not handle or shift the mixture.

#### Truck Mounted Mixer Spreaders:

Truck mounted mixer spreaders must comply with the following:

1. Rotating and reciprocating equipment must be covered with metal guards.
2. Proportion aggregate using a belt feeder with an adjustable cutoff gate. The Engineer verifies the height of the gate opening.
3. Belt feeder must have a depth monitor device. The depth monitor device must automatically shut down power to the belt feeder when the aggregate depth is less than 70 percent of the target depth.
4. Separate monitor device must detect the revolutions of the belt feeder. This device must automatically shut down power to the belt feeder if it detects no revolutions. If the belt feeder is an integral part of the equipment's drive chain, the monitor device is not required.
5. Aggregate belt feeder must be connected directly to the drive on the emulsion pump. The aggregate feeder drive shaft must have a revolution counter reading the nearest 0.10 revolution for micro-surfacing, and nearest 1 revolution for slurry seal.
6. Emulsion storage must be equipped with a device that automatically shuts down power to the emulsion pump and aggregate belt feeder when the level of stored emulsion is lowered. To allow for normal fluctuations, there may be a delay of 3 seconds between detection of low emulsion storage levels or low aggregate depths and automatic power shut down.
7. Emulsion storage must be located immediately before the emulsion pump.
8. Emulsion storage tank must have a temperature indicator at the pump suction level. The indicator must be accurate to  $\pm 5$  degrees F.

9. No-flow and revolution warning devices must be in working condition and comply with California Test 109. Low-flow indicators must be visible while walking alongside the equipment.

#### Continuous Self-Loading Mixing Machine:

Continuous self-loading mixing machines must be automatically sequenced and self-propelled. The mixing machine must deliver each material to a double shafted mixer and discharge the mixed material on a continuous flow basis. The mixing machine must have sufficient storage capacity to maintain a continuous supply of material to the proportioning controls. The mixing machine operator must have full control of forward and reverse speeds during placement.

#### Spreader Box:

The spreader box used to spread the slurry mixture must be:

1. Capable of spreading an entire lane width.
2. Equipped with flexible rubber belting on each side. The belting must contact the pavement to prevent loss of slurry from the box.
3. If wider than 7.5 feet, equipped with baffles, reversible motor-driven augers, or equivalent features to uniformly apply the slurry seal on superelevated sections and shoulder slopes.
4. Equipped with rear flexible strike-off blades in close contact with the pavement and adjustable to various crown shapes to uniformly apply the slurry seal.
5. Equipped with flexible drags attached to the rear and cleaned daily and changed if longitudinal scouring occurs.
6. Clean and free of slurry seal or emulsion at the start of each work shift.

#### Surface Preparation:

Before you place slurry seal or micro-surfacing, clean the pavement surface by removing loose particles of extraneous materials, including paving and dirt. Use any nondestructive method, such as flushing or sweeping.

#### Placement:

Longitudinal and transverse joints must be:

1. Uniform
2. Straight
3. Neat in appearance
4. Butt-type joints
5. Without material buildup
6. Without uncovered areas

#### Place longitudinal joints:

1. On centerlines, lane lines, edge lines, or shoulder lines
2. With overlaps not more than 3 inches

Set the leading edge of kraft paper on transverse joints to create a straight butt joint with the next application when the paper is removed.

#### Weather Conditions:

Only place slurry seal or micro-surfacing if both the pavement and air temperatures are at least 50 degrees F and rising. Do not place slurry seal or micro-surfacing if either the pavement or air temperature is below 50 degrees F and falling. The expected high temperature must be at least 65 degrees F within 24 hours after placement.

Do not place slurry seal or micro-surfacing if rain is imminent or the air temperature is expected to be below 36 degrees F within 24 hours after placement.

Payment:

Payment quantity for SLURRY SEAL will be measured by the SQUARE YARD (SY). The contract unit price paid per SQUARE YARD for "SLURRY SEAL" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and doing all work involved in constructing slurry seal, including surface cleaning, and contractor quality control according to Caltrans Specification Sections complete in-place, as shown on the plans and as specified in these Technical Specifications or as directed by the Engineer.

## 84 MARKINGS

### General:

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

### Submittals:

Submit manufacturers cut sheet for Paint Materials.

### Materials:

Paint type shall be Waterborne traffic line in accordance with Section 84 of the Caltrans Specifications and shall be applied in two (2) coats.

Glass Beads shall be per Caltrans Specifications Section 84.

### Construction:

At least 48 hours shall elapse between application of a bituminous seal coat and permanent pavement marking. Traffic Stripes and Pavement Marking Paint shall be applied in conformance with Caltrans Specifications Section 84.

Approximate locations of all new pavement markings shall match existing pavement marking locations. Before obliterating any traffic stripes, pavement markings, and pavement markers to be replaced at the same location, reference the stripes, markings, and markers. Include limits and transitions with control points to reestablish the new stripes, markings, and markers. Submit your references to the control points at least 5 business days before obliterating the stripes, markings, and markers.

All traffic striping and pavement markings damaged by the Contractor's operations shall be replaced in kind.

Apply Glass Beads to paint per Caltrans Specifications Section 84.

Any markings installed by the Contractor that the Engineer has not pre-approved, and that the Engineer determines are installed improperly or in the wrong locations, shall be removed and replaced to the satisfaction of the Engineer at the Contractor's sole expense.

### Payment:

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

Payment quantity of CENTERLINE STRIPE(S) is the length in LINEAR FEET (LF) measured along the line of the traffic stripe.

Payment quantity of EDGE LINE STRIPE is the length in LINEAR FEET (LF) measured along the line of the traffic stripe.

Payment quantity of STOP STENCIL AND BAR, CROSSWALK, ADA STENCIL AND BIKE LANE

STENCIL includes payment for EACH stencil or group of crosswalk stripes as shown on the plans and details completed.

# QUALITY ASSURANCE PROGRAM (QAP)

## AGENCY: County of Mono

The purpose of this program is to provide assurance that the materials incorporated into the construction projects are in conformance with the contract specifications. This program should be updated every five years or more frequent if there are changes of the testing frequencies or to the tests themselves.

Except as revised by this QAP, work shall be done in conformance with Division of Local Assistance, Office of Procedures Development and Training Quality Assurance Program (CT-QAP) Manual for Use by Local Agencies, Revised January 20, 2011 which can be found at [http://www.dot.ca.gov/hq/LocalPrograms/public/QAP\\_Manual.pdf](http://www.dot.ca.gov/hq/LocalPrograms/public/QAP_Manual.pdf).

The following terms and definitions will be used:

### **DEFINITION OF TERMS**

- Acceptance Testing (AT) — Sampling and testing, or inspection, to determine the degree of compliance with contract requirements.
- CT — California Department of Transportation (Caltrans)
- Independent Assurance Program (IAP) — Verification that AT is being performed correctly by qualified testers and laboratories.
- Quality Assurance Program (QAP) — A sampling and testing program that will provide assurance that the materials and workmanship incorporated into the construction project are in conformance with the contract specifications. The main elements of a QAP are the AT, and IAP.
- Source Inspection - AT of manufactured and prefabricated materials at locations other than the job site, generally at the manufactured location.

### **MATERIALS LABORATORY**

The AGENCY will use a private consultant materials laboratory to perform AT on Federal-aid and other designated projects. The materials laboratory shall be under the responsible management of a California registered Engineer with experience in sampling, inspection and testing of construction materials. The Engineer shall certify the results of all tests performed by laboratory personnel under the Engineer's supervision. The materials laboratory shall contain certified test equipment capable of performing the tests conforming to the provisions of this QAP.

The materials laboratory used shall provide documentation that the laboratory complies with the following procedures:

- 1) Correlation Testing Program — The materials laboratory shall be a participant in one or more of the following testing programs:
  - a) AASHTO Materials Reference Laboratory (AMRL)
  - b) Cement and Concrete Reference Laboratory (CCRL)
  - c) Caltrans' Reference Samples Program (RSP)
- 2) Certification of Personnel — The materials laboratory shall employ personnel who are certified by one or more of the following:
  - a) Caltrans District Materials Engineer
  - b) Nationally recognized non-Caltrans organizations such as the American Concrete Institute, Asphalt, National Institute of Certification of Engineering Technologies, etc.
  - c) Other recognized organizations approved by the State of California and/or Recognized by local governments or private associations.
- 3) Laboratory and Testing Equipment — The materials laboratory shall only use laboratory and testing equipment that is in good working order. All such equipment shall be calibrated at least once each year. All testing equipment must be calibrated by impartial means using devices of accuracy traceable to the National

Institute of Standards and Technology. A decal shall be firmly affixed to each piece of equipment showing the date of the last calibration. All testing equipment calibration decals shall be checked as part of the IAP.

### **ACCEPTANCE TESTING (AT)**

AT will be performed by a materials laboratory certified to perform the required tests. The tests results will be used to ensure that all materials incorporated into the project are in compliance with the contract specifications.

Testing methods will be in accordance with the CT Methods or a national recognized standard (i.e., AASHTO, ASTM, etc.) as specified in the contract specifications.

Sample locations and frequencies may be in accordance with the contract specifications. If not so specified in the contract specifications, samples shall be taken at the locations and frequencies as shown in Appendix D, "Acceptance Sampling and Testing Frequencies" of the CT-QAP Manual).

At the County's digression, products may be accepted beyond the annual certification requirement, where Material Mix Designs have been used with continuous positive results and where there has been and will continue to be a consistent use of the same materials.

### **INDEPENDENT ASSURANCE PROGRAM (IAP)**

IAP shall be provided by personnel from Caltrans, the Agency's certified materials laboratory, or consultant's certified materials laboratory. IAP will be used to verify that sampling and testing procedures are being performed properly and that all testing equipment is in good condition and properly calibrated.

IAP personnel shall be certified in all required testing procedures, as part of IAP, and shall not be involved in any aspect of AT.

IAP shall be performed on every type of materials test required for the project. Proficiency tests shall be performed on Sieve Analysis, Sand Equivalent, and Cleanness Value tests. All other types of IAP shall be witness tests.

Poor correlation between acceptance tester's results and other test results may indicate probable deficiencies with the acceptance sampling and testing procedures. In cases of unresolved discrepancies, a complete review of AT shall be performed by IAP personnel, or an independent materials laboratory chosen by the Agency. IAP samples and tests are not to be used for determining compliance with contract requirements. Compliance with contract requirements is determined only by AT.

### **REPORTING ACCEPTANCE TESTING RESULTS**

The following are time periods for reporting material test results to the Resident Engineer:

- When the aggregate is sampled at material plants, test results for Sieve Analysis, Sand Equivalent and Cleanness Value should be submitted to the Resident Engineer within 24 hours after sampling.
- When materials are sampled at the job site, test results for compaction and maximum density should be submitted to the Resident Engineer within 24 hours after sampling.
- When soils and aggregates are sampled at the job site:
  - 1) Test results for Sieve Analysis, Sand Equivalent and Cleanness Value should be submitted to the Resident Engineer within 72 hours after sampling.
  - 2) Test results for "R" Value and asphalt concrete extraction should be submitted to the Resident Engineer within 96 hours after sampling.

When sampling products such as Portland Cement Concrete (PCC), cement-treated base (CTB), hot mix asphalt (HMA), and other such materials; the time of such sampling shall be varied with respect to the time of the day insofar as possible, in order to avoid a predictable sampling routine. The reporting of AT results, if not performed by the Resident Engineer's staff, shall be done on an expedited basis such as by fax or telephone.



**TESTING OE MANUFACTURED MATERIALS**

During the Design phase of the project, the Project Engineer may submit a "Source Inspection Request" to the Agency, consultant, or Caltrans for inspection and. testing of manufactured and prefabricated materials by their materials laboratory. A list of materials that can be typically accepted on the basis of certificates of compliance during construction is found in Appendix F of the CT-QAP Manual. All certificates of compliance shall conform to the requirements of the contract specifications.

Should the Agency request Caltrans to conduct the source inspection, and the request is accepted, all sampling, testing, and acceptance of manufactured and prefabricated materials will be performed by Caltrans' Office of Materials Engineering and Testing Services.

For Federal-aid projects on the National Highway System (NHS), Caltrans will assist in certifying the materials laboratory, and the acceptance samplers and testers. For Federal-aid projects off the NHS, Caltrans may be able to assist in certifying the materials laboratory, and the acceptance samplers and testers,

**PROJECT CERTIFICATION**

Upon completion of a Federal-aid project, a "Materials Certificate" shall be completed by the Resident Engineer, The Agency shall include a "Materials Certificate" in the Report of Expenditures submitted to the Caltrans District Director, Attention: District Local Assistance Engineer. A copy of the "Materials Certificate" shall also be included in the Agency's construction records. The Resident Engineer in charge of the construction function for the Agency shall sign the certificate. All materials incorporated into the work which did not conform to specifications must be explained and justified on the "Materials Certification", including changes by virtue of contract change orders.

**RECORDS**

All material records of samples and tests, material releases and certificates of compliance for the construction project shall be incorporated into the Resident Engineer's project file. If a Federal-aid project:

- The files shall be organized as described in Section 16.8 "Project Files" of the Local Assistance Procedures Manual
- It is recommended that the complete project file be available at a single location for inspection by Caltrans and Federal Highway Administration (FHWA) personnel
- The project files shall be available-for at Least three years following the date of final project voucher.
- The use of a "Log Summary," as shown in Appendix H of the CT-QAP Manual facilitates reviews of material sampling and testing by Caltrans and FEWA, and assists the Resident Engineer in tracking the frequency of testing.

When two or more projects are being furnished identical materials simultaneously from the same plant, it is not necessary to take separate samples or perform separate tests for each project; however, copies of the test reports are to be provided for each of the projects to complete therecords.



APPROVED BY:

*Garrett Higerd*  
(Signature)

Date: July 17, 2014  
(Date Signed)

Garrett Higerd  
(Print)

C70926 Exp Jun 30, 2017  
(CE# and Expiration Date)

TITLE Assistant Public Works Director  
(Print)

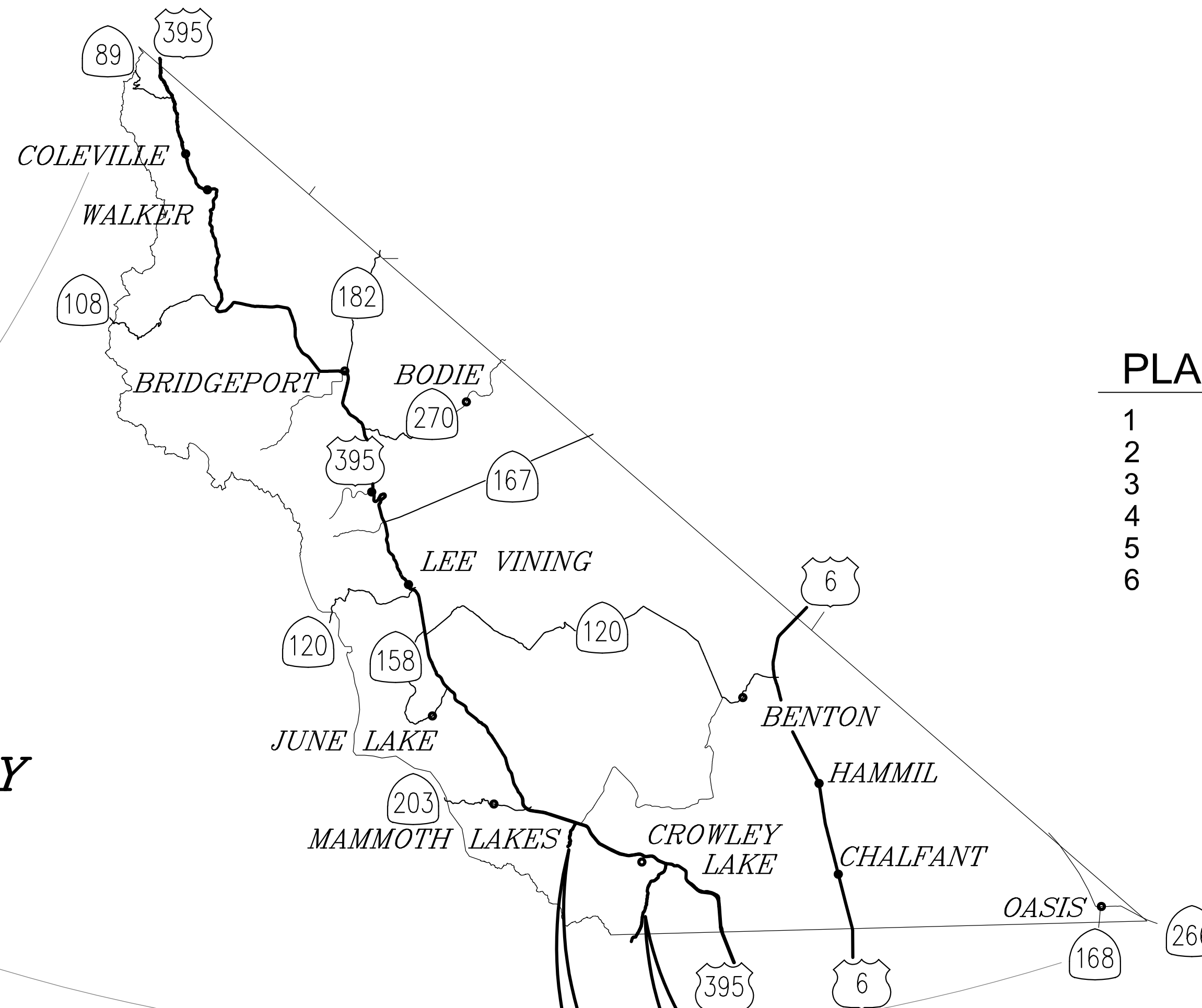
# 2022 SLURRY SEAL

PROJECT NO. 9323



MONO COUNTY

CALIFORNIA



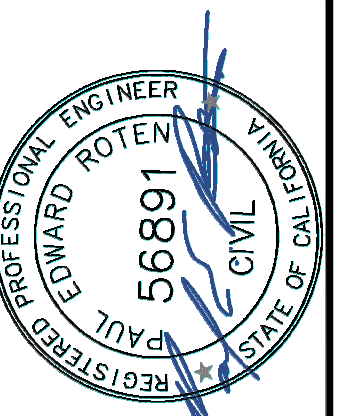
## PLAN SHEET INDEX

- 1 TITLE SHEET
- 2 DETAILS
- 3 CONVICT LAKE ROAD
- 4 ROCK CREEK ROAD STATION 0 TO 171
- 5 ROCK CREEK ROAD STATION 171 TO 349
- 6 ROCK CREEK ROAD STATION 349 TO 422

### PROJECT LOCATIONS:

ROCK CREEK ROAD #2003 (8 mi)

CONVICT LAKE ROAD #2018 (2.7 mi)



2022 July 15

MONO COUNTY PUBLIC WORKS DEPARTMENT

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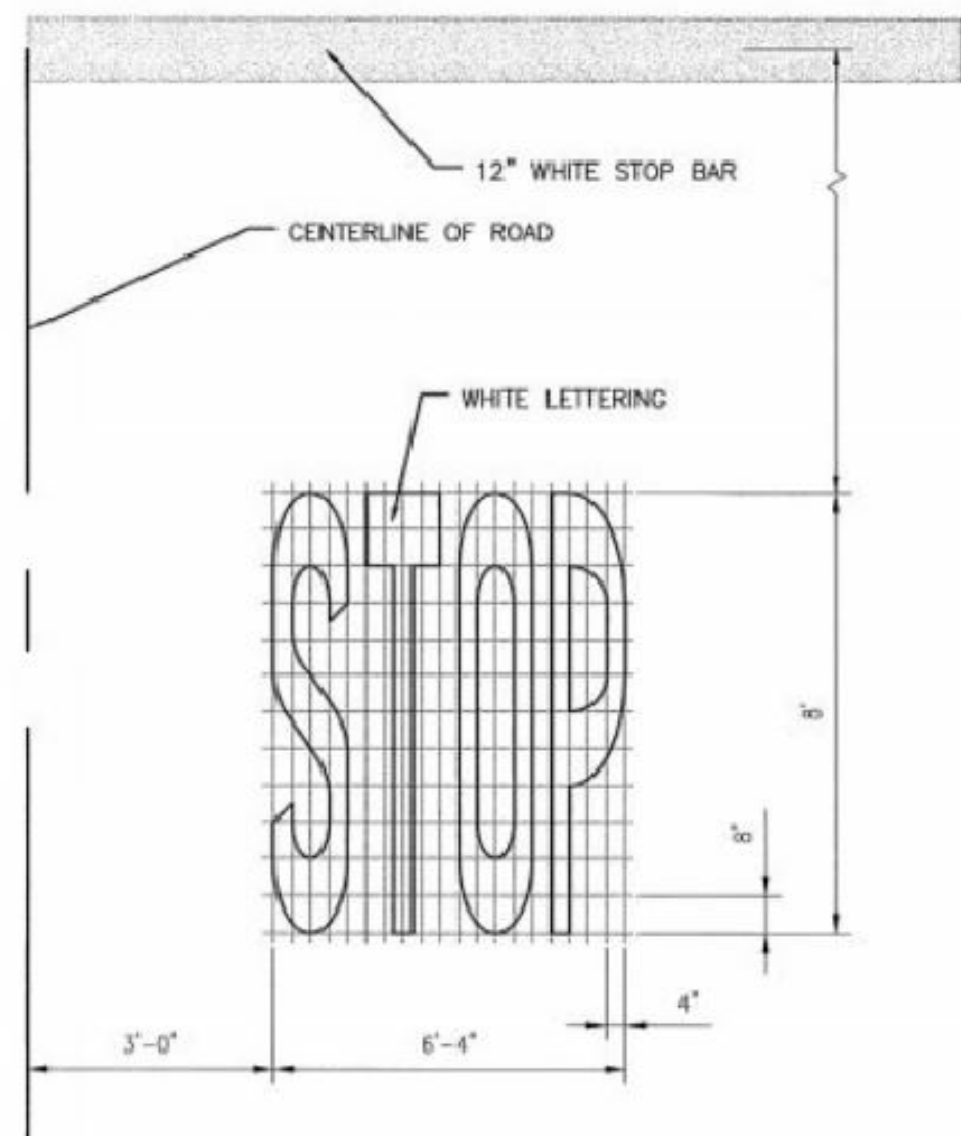
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Prepared By: K. DODD

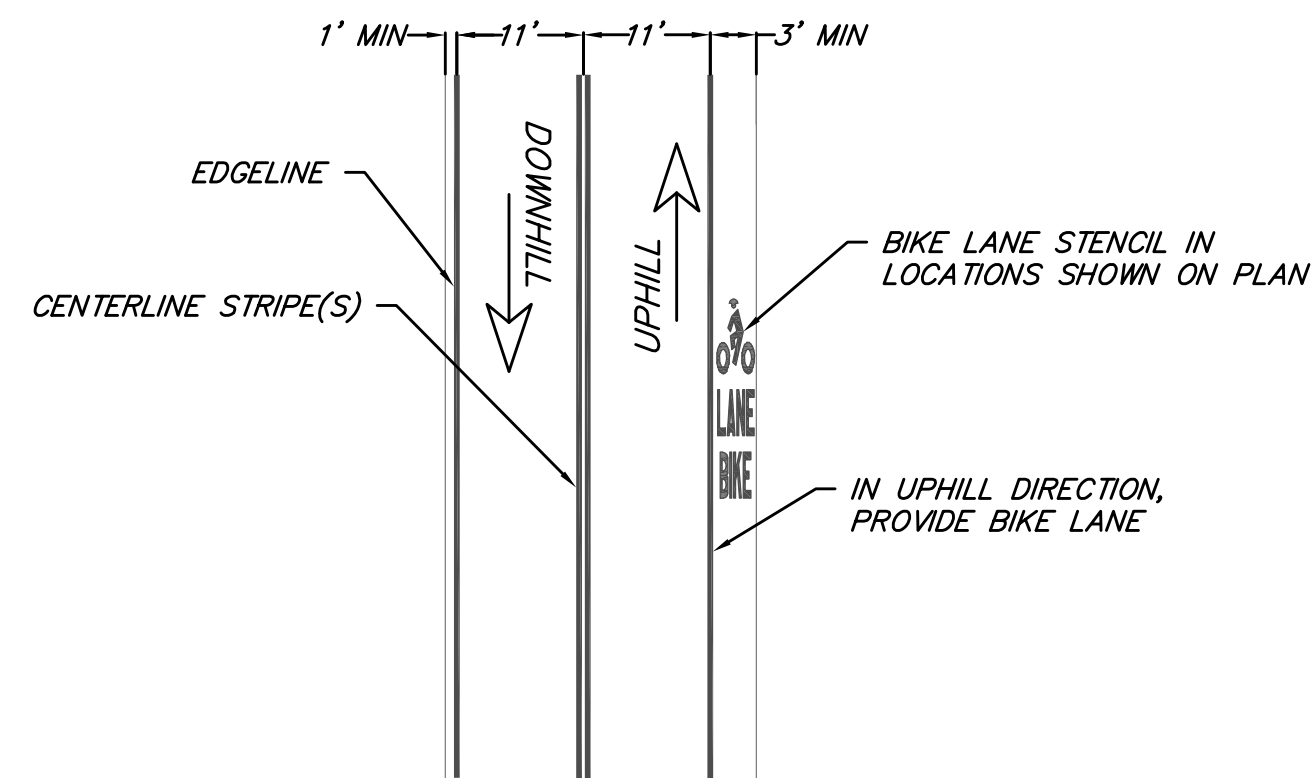
2022 SLURRY SEAL  
PROJECT NUMBER 9323

TITLE SHEET

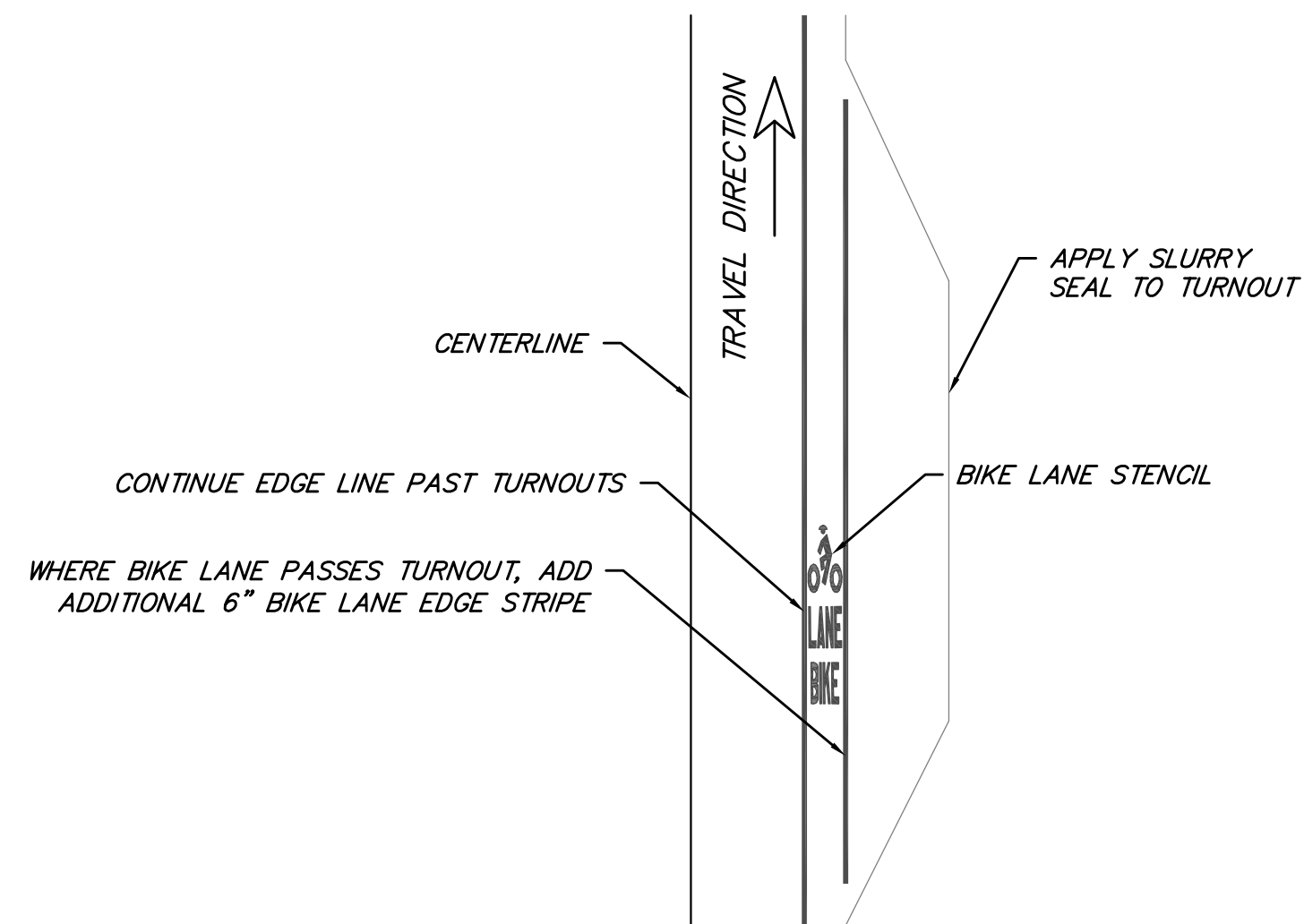
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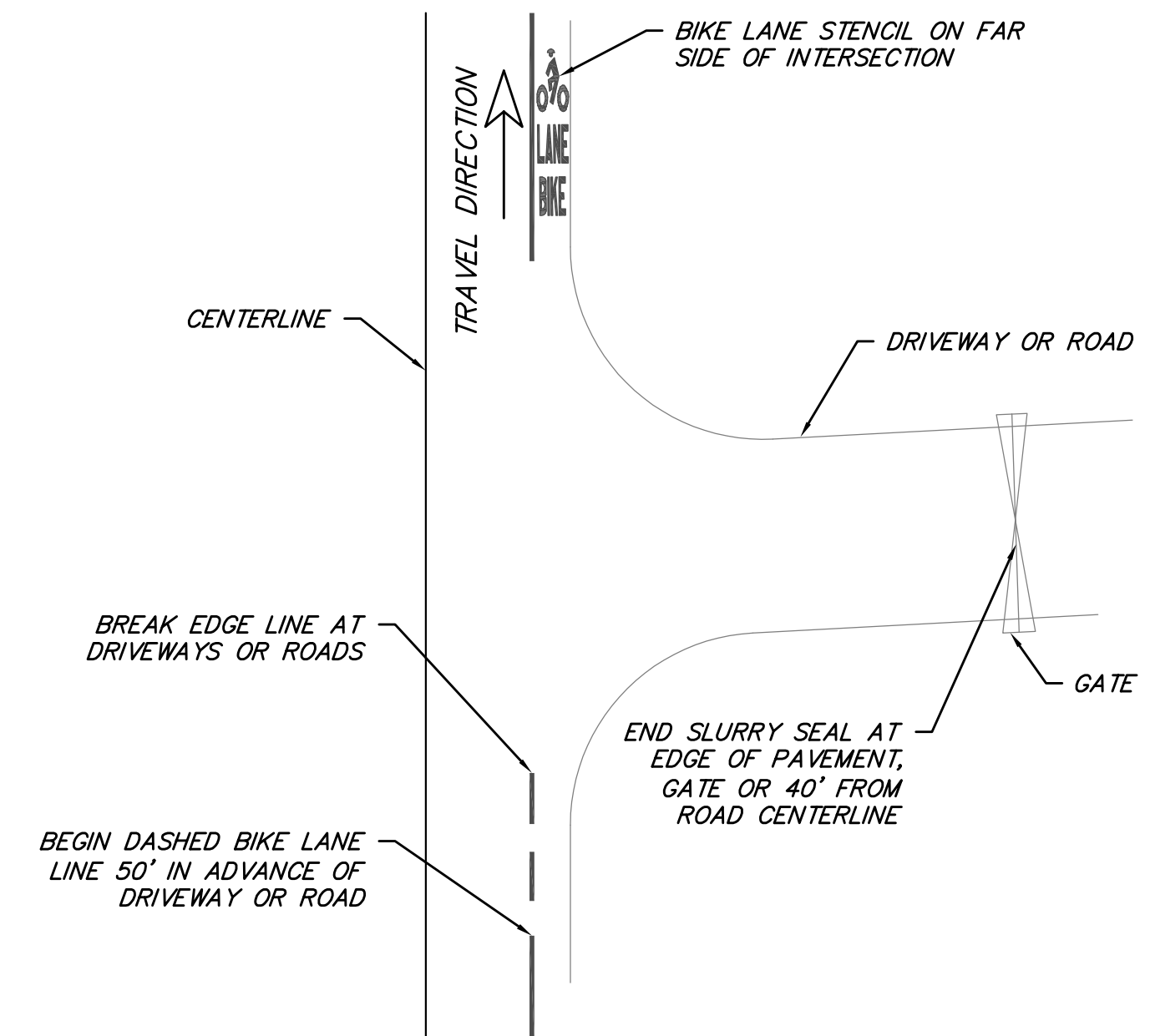
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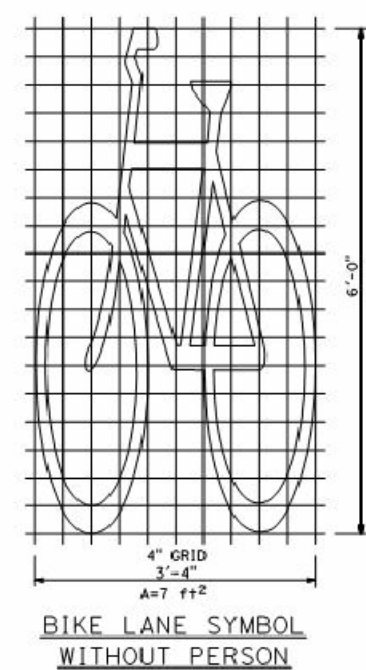
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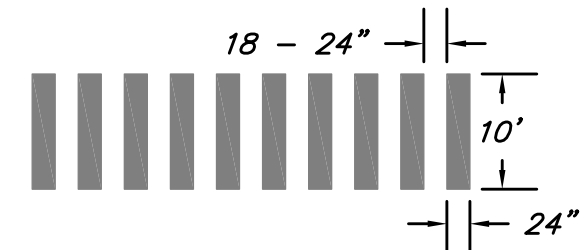
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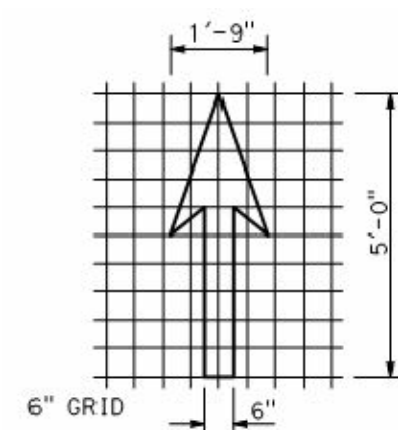
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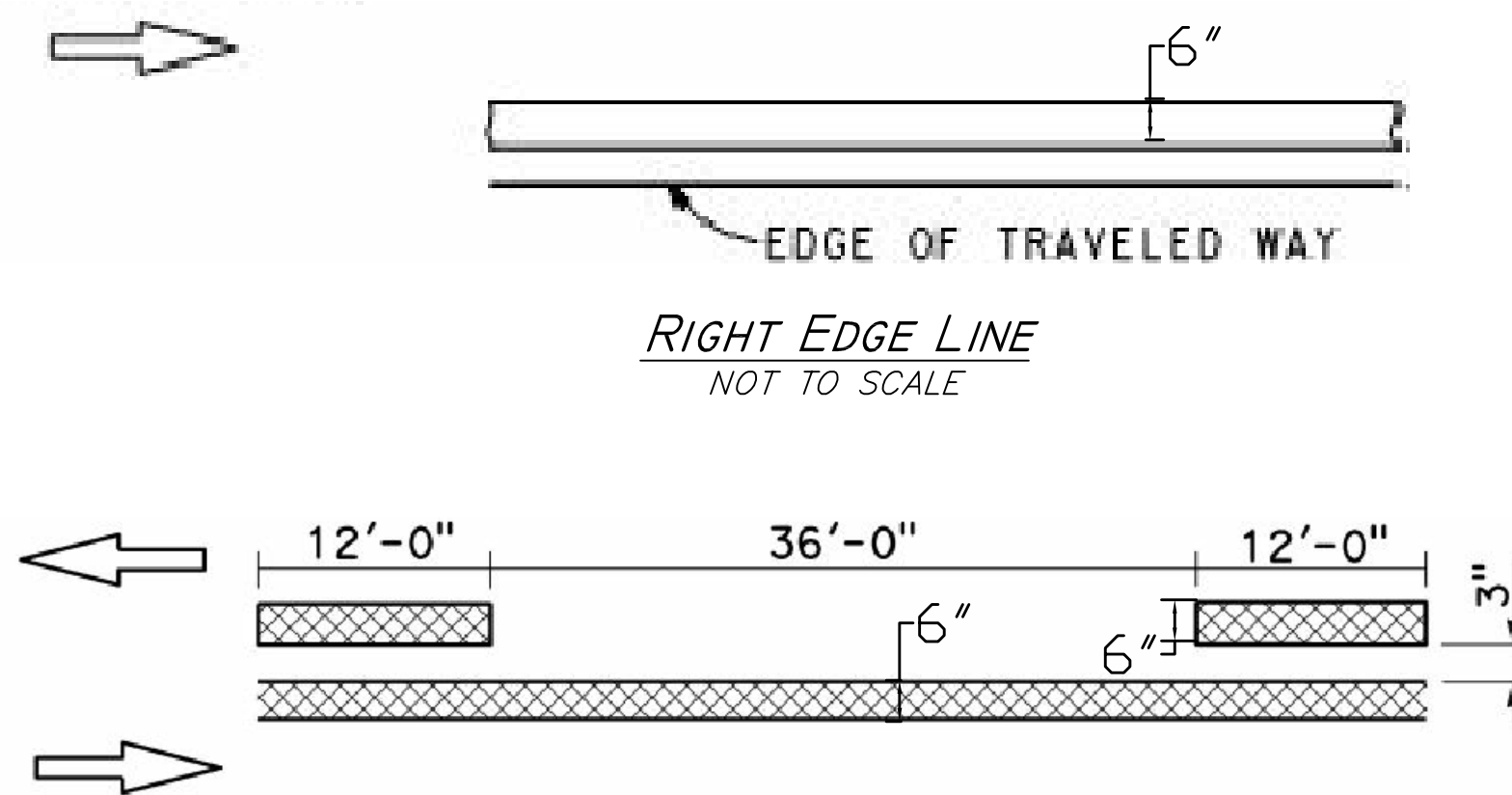
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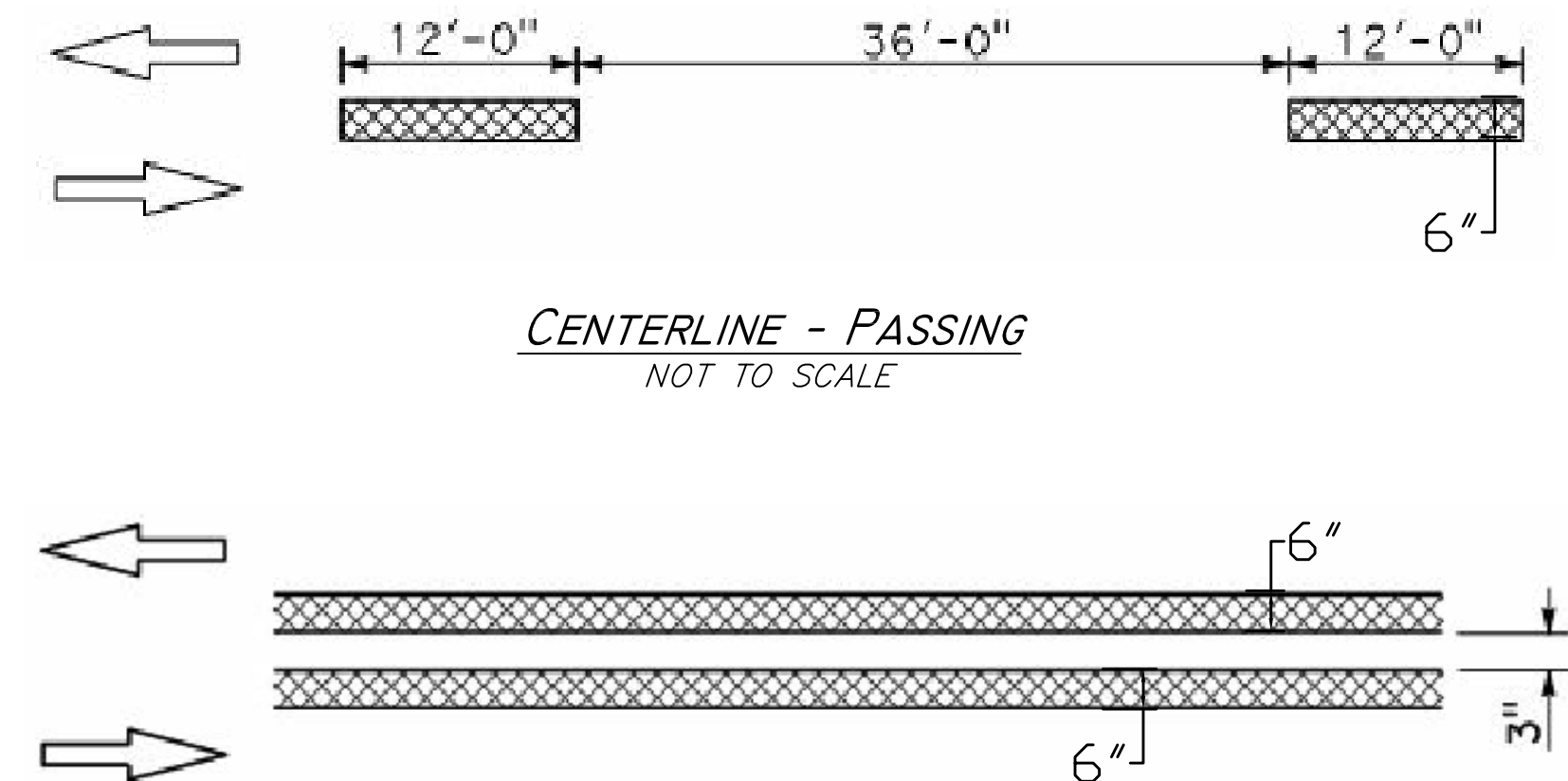
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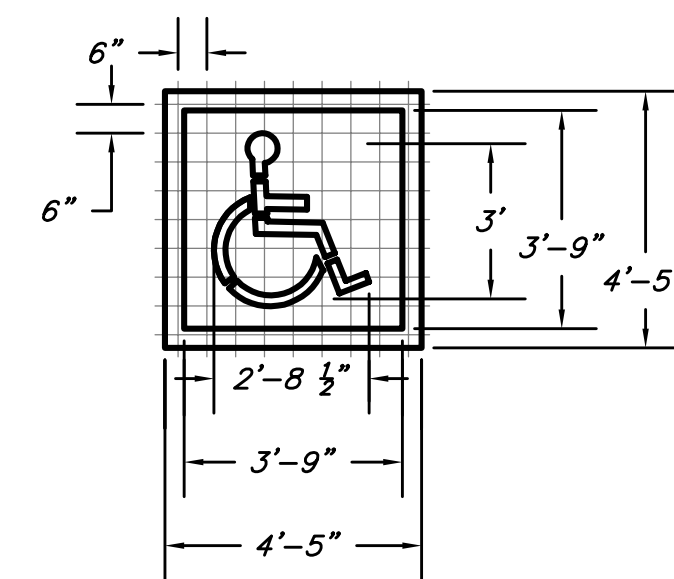
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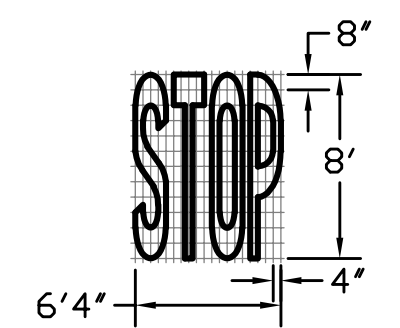
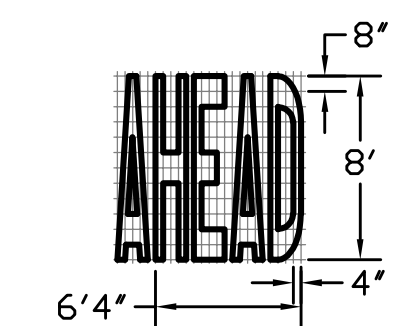
**CENTERLINE - PASSING ONE DIRECTION**  
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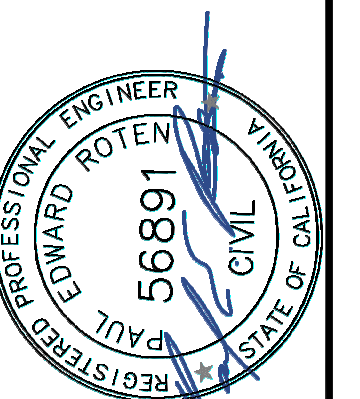
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**ACCESSIBLE PARKING SPACE**  
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**"STOP AHEAD" STENCIL**  
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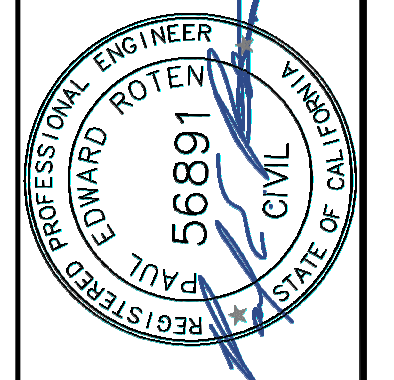
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Prepared By: K. DODD	

2022 SLURRY SEAL  
PROJECT NUMBER 9323

DETAILS

SHEET

2



2022 July 15

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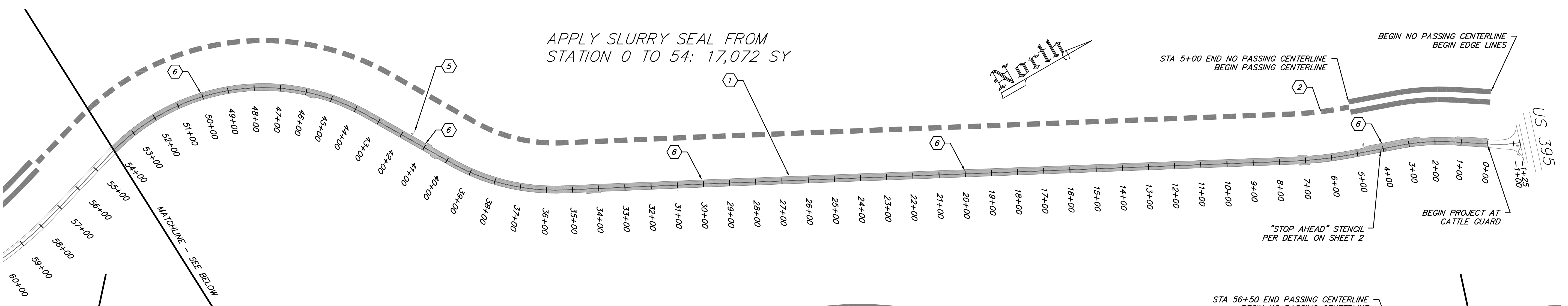
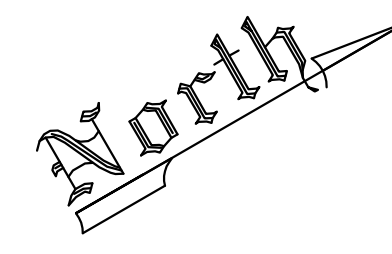
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PROJECT NUMBER 9323

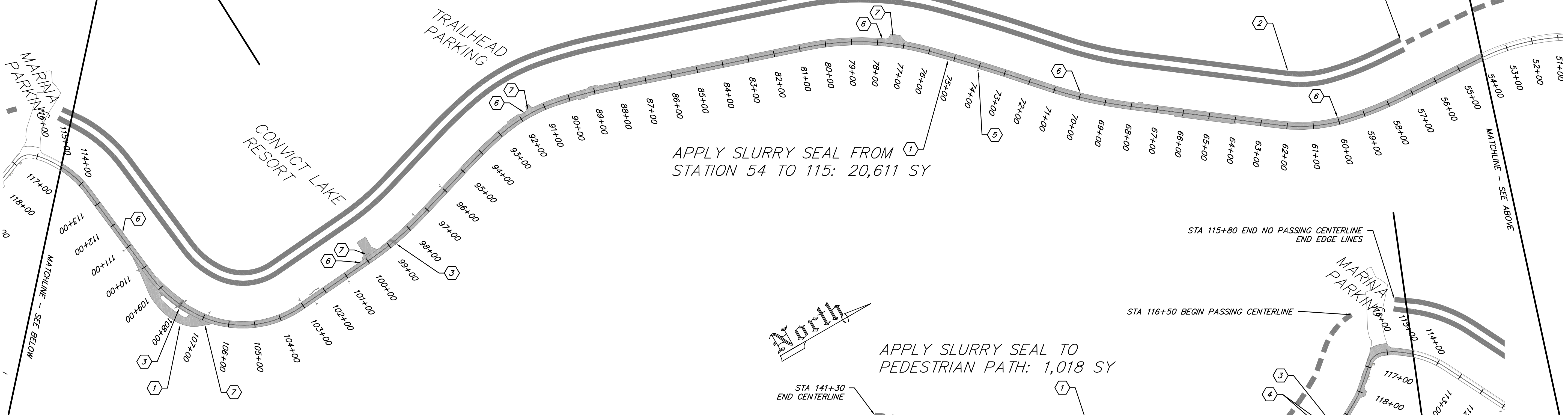
CONVICT LAKE ROAD

SHEET  
**3**

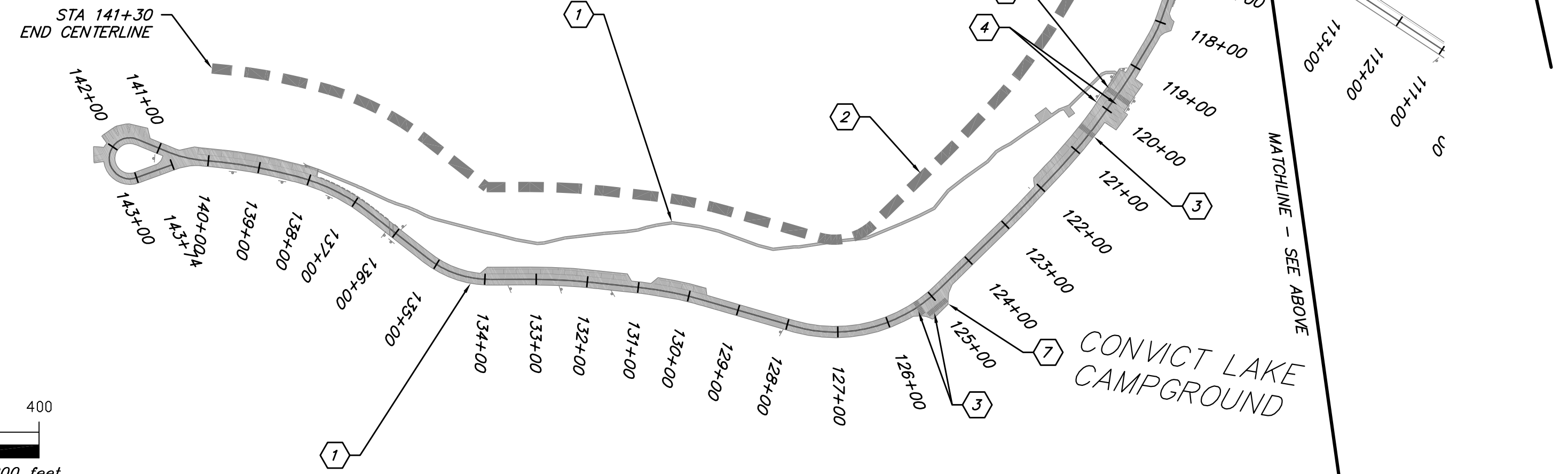
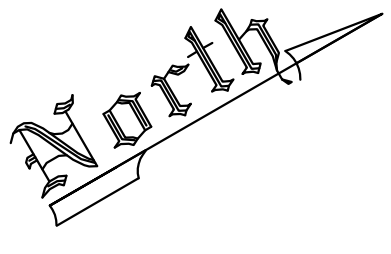
APPLY SLURRY SEAL FROM STATION 0 TO 54: 17,072 SY



APPLY SLURRY SEAL FROM STATION 54 TO 115: 20,611 SY

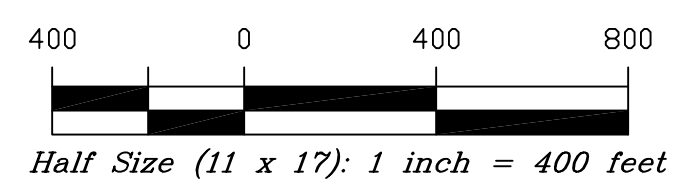
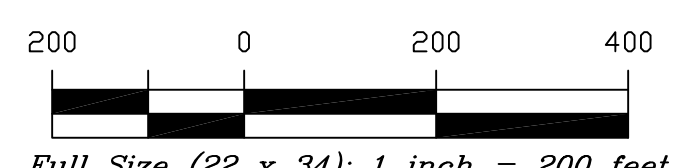


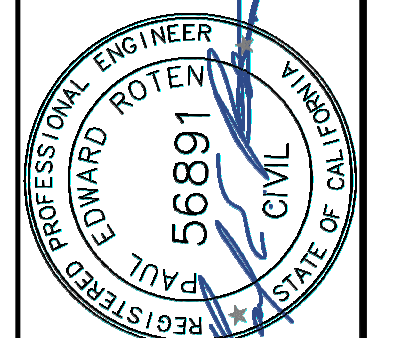
APPLY SLURRY SEAL TO PEDESTRIAN PATH: 1,018 SY



**CONSTRUCTION LEGEND**

1. SLURRY SEAL EXISTING ROADWAY, PAVED TURNOUTS, PAVED PARKING AREAS, PAVED APRONS, AND PAVED PEDESTRIAN PATHWAY PER DETAILS ON PAGE 2 AND SECTION 37 OF THE SPECIFICATIONS.
2. STRIPE 6" CENTERLINE STRIPE(S) AND 6" EDGE LINES PER DETAILS ON SHEET 2 AND SECTION 84 OF THE SPECIFICATIONS.
3. STRIPE HIGH-VISIBILITY CROSSWALK PER DETAIL ON SHEET 2 AND SECTION 84 OF THE SPECIFICATIONS.
4. RESTRIPE PARKING SPACES IN-KIND PER DETAILS ON SHEET 2 SECTION 84 OF THE SPECIFICATIONS.
5. ALL EXISTING SIGNS AND DELINEATORS TO REMAIN. PROTECT IN PLACE.
6. "BIKE LANE" STENCIL PER DETAILS ON SHEET 2 AND SECTION 84 OF THE SPECIFICATIONS.
7. "STOP" STENCIL AND BAR ON SIDE ROAD PER DETAIL ON SHEET 2 AND SECTION 84 OF THE SPECIFICATIONS.



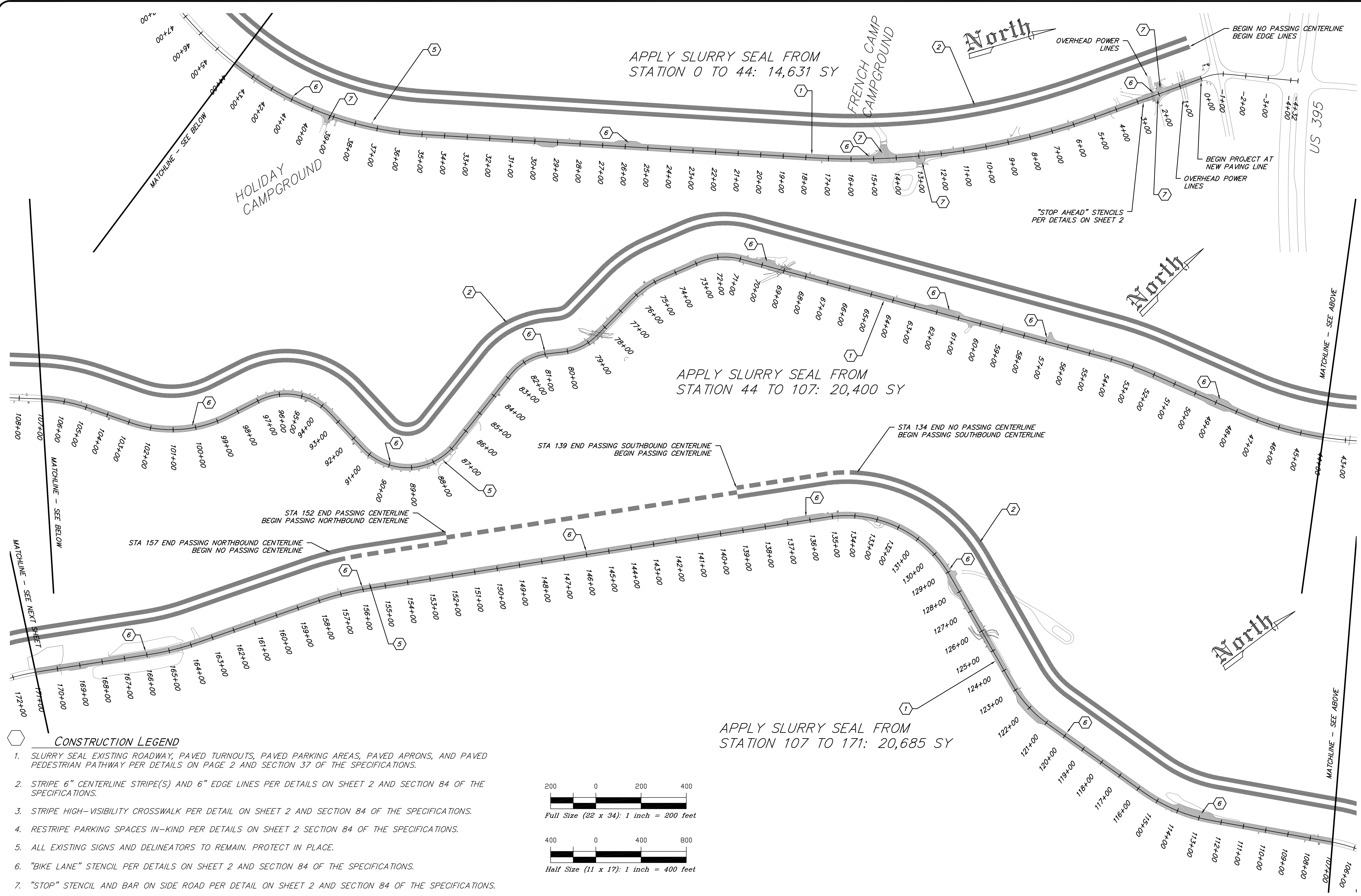


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Prepared By:	K. DODD

2022 SLURRY SEAL  
PROJECT NUMBER 9323  
ROCK CREEK ROAD STATION 0 TO 171

SHEET  
**4**

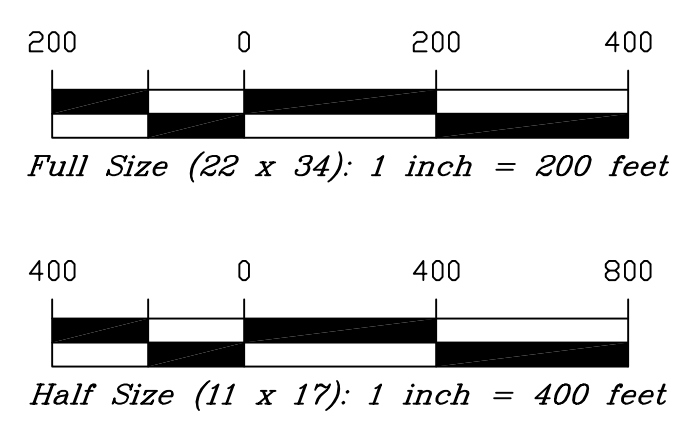


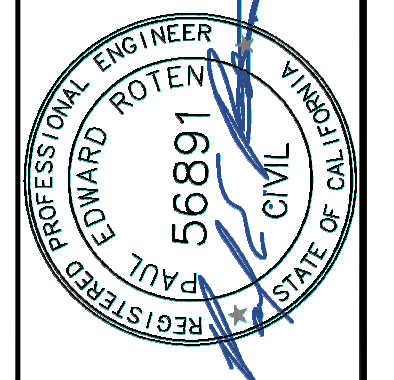
APPLY SLURRY SEAL FROM STATION 0 TO 44: 14,631 SY

APPLY SLURRY SEAL FROM STATION 44 TO 107: 20,400 SY

APPLY SLURRY SEAL FROM STATION 107 TO 171: 20,685 SY

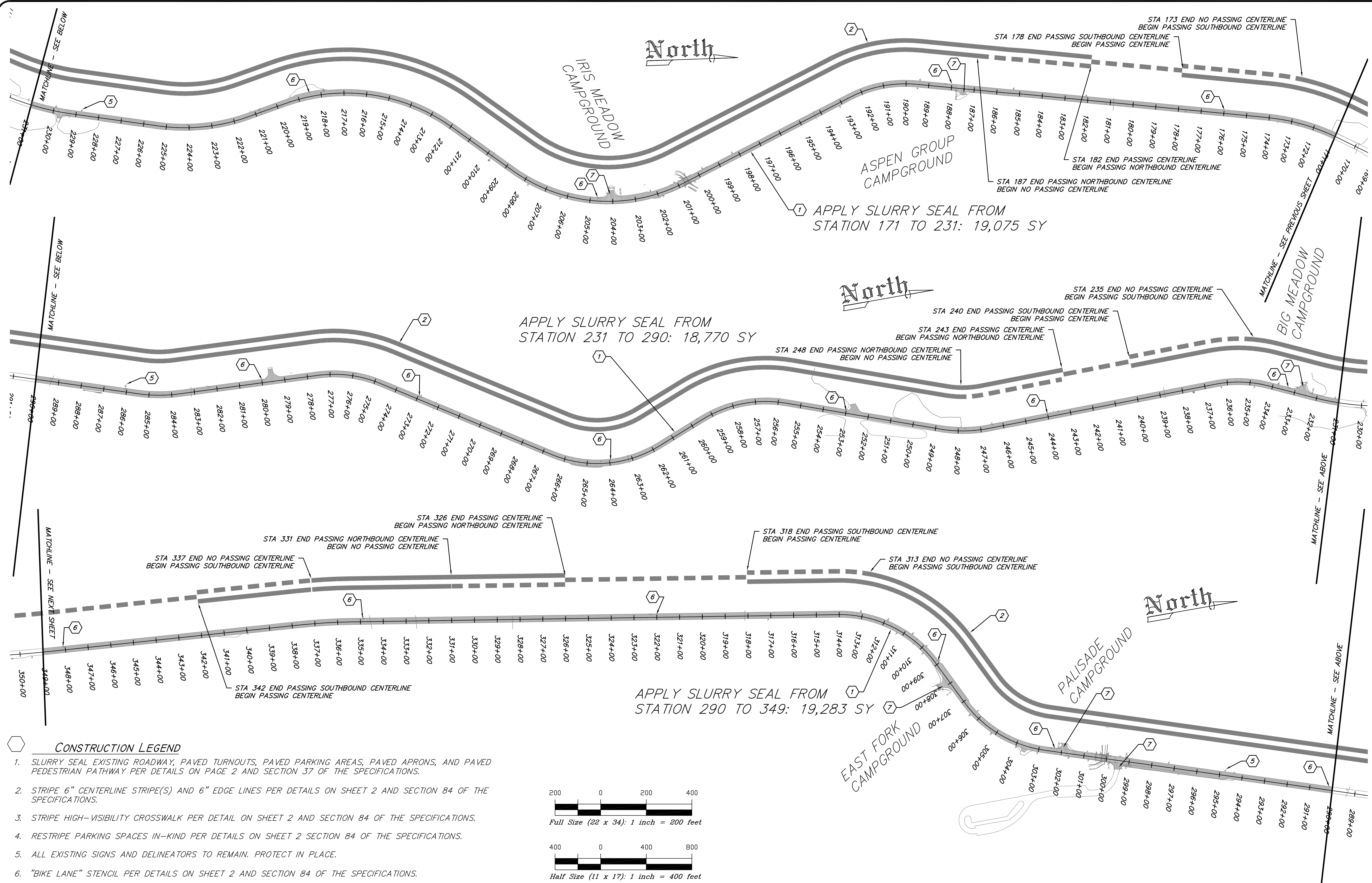
- CONSTRUCTION LEGEND**
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  6. "BIKE LANE" STENCIL PER DETAILS ON SHEET 2 AND SECTION 84 OF THE SPECIFICATIONS.
  7. "STOP" STENCIL AND BAR ON SIDE ROAD PER DETAIL ON SHEET 2 AND SECTION 84 OF THE SPECIFICATIONS.



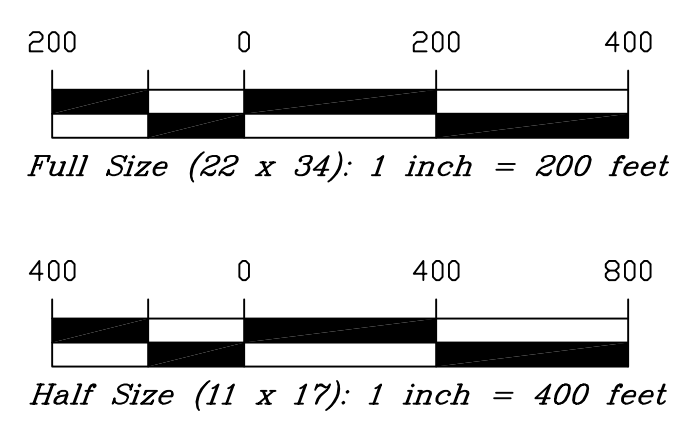


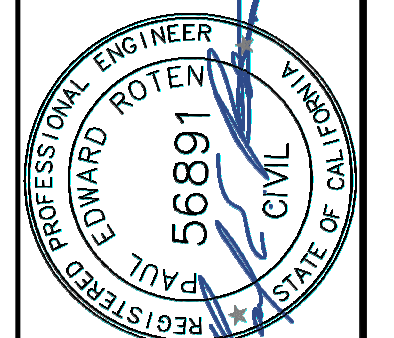
2022 July 15

MONO COUNTY PUBLIC WORKS DEPARTMENT	Rev. #	Date	Revision
2022 SLURRY SEAL PROJECT NUMBER 9323		2022 July 12	
ROCK CREEK ROAD STATION 171 TO 349	Prepared By:	K. DODD	



- CONSTRUCTION LEGEND**
1. SLURRY SEAL EXISTING ROADWAY, PAVED TURNOUTS, PAVED PARKING AREAS, PAVED APRONS, AND PAVED PEDESTRIAN PATHWAY PER DETAILS ON PAGE 2 AND SECTION 37 OF THE SPECIFICATIONS.
  2. STRIPE 6" CENTERLINE STRIPE(S) AND 6" EDGE LINES PER DETAILS ON SHEET 2 AND SECTION 84 OF THE SPECIFICATIONS.
  3. STRIPE HIGH-VISIBILITY CROSSWALK PER DETAIL ON SHEET 2 AND SECTION 84 OF THE SPECIFICATIONS.
  4. RESTRIPE PARKING SPACES IN-KIND PER DETAILS ON SHEET 2 SECTION 84 OF THE SPECIFICATIONS.
  5. ALL EXISTING SIGNS AND DELINEATORS TO REMAIN. PROTECT IN PLACE.
  6. "BIKE LANE" STENCIL PER DETAILS ON SHEET 2 AND SECTION 84 OF THE SPECIFICATIONS.
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2022 July 15

MONO COUNTY PUBLIC WORKS DEPARTMENT

Rev.#	Date	Revision

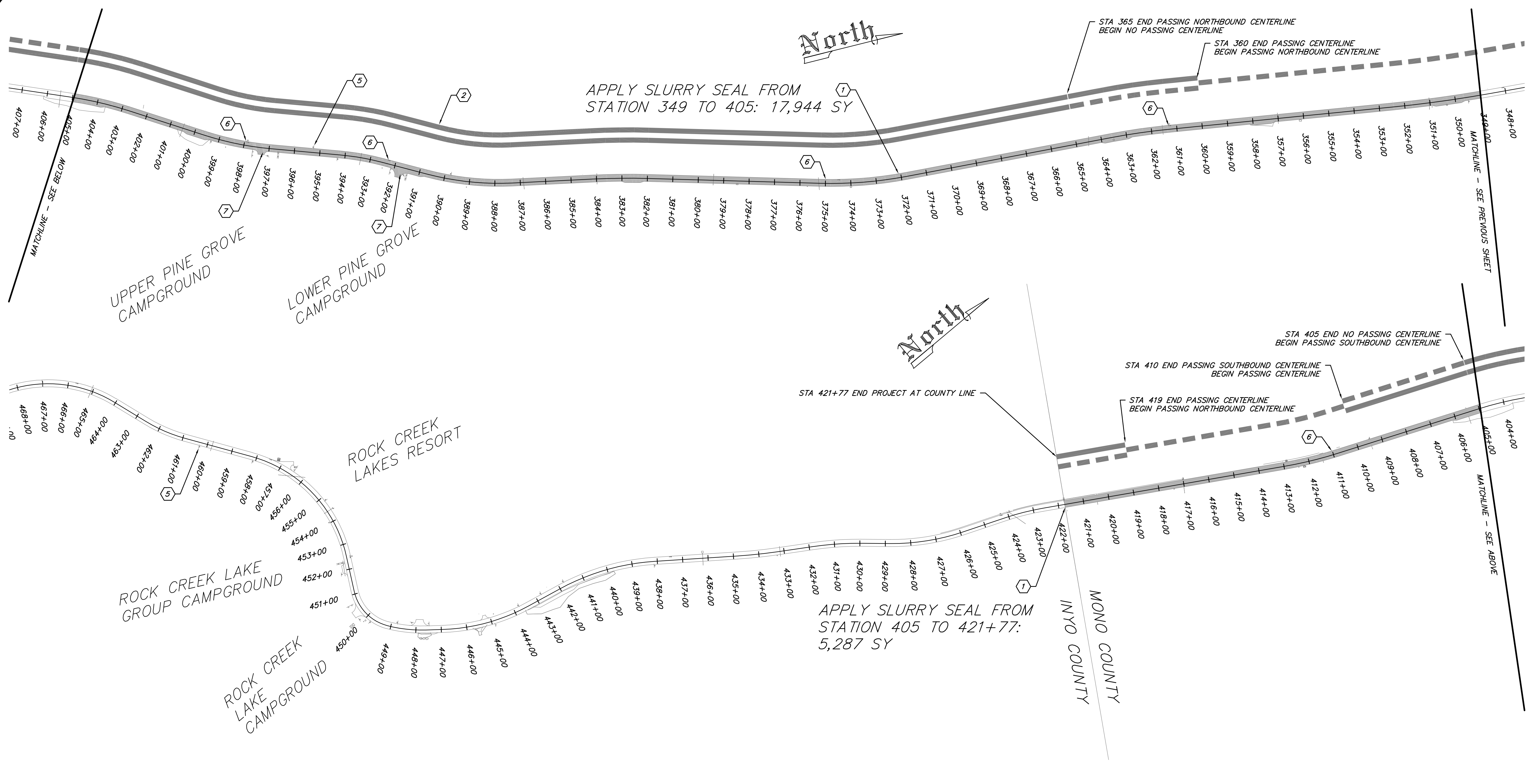
Drawing Date: 2022 July 12

Prepared By: K. DODD

2022 SLURRY SEAL  
PROJECT NUMBER 9323

ROCK CREEK ROAD STATION 349 TO 422

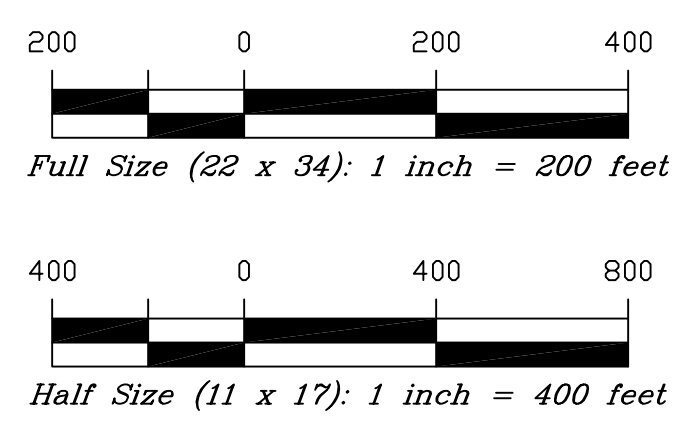
SHEET  
**6**



APPLY SLURRY SEAL FROM STATION 349 TO 405: 17,944 SY

APPLY SLURRY SEAL FROM STATION 405 TO 421+77: 5,287 SY

- CONSTRUCTION LEGEND**
1. SLURRY SEAL EXISTING ROADWAY, PAVED TURNOUTS, PAVED PARKING AREAS, PAVED APRONS, AND PAVED PEDESTRIAN PATHWAY PER DETAILS ON PAGE 2 AND SECTION 37 OF THE SPECIFICATIONS.
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**2022 Slurry Seal**

**Project No. 9323**

No	Spec Reference	Item	Engineer's Estimate			
			Quantity	Units	Price per Unit	Item Price
1	8	Mobilization	1	LS	\$ 54,574.48	\$ 54,574.48
2	13	Water Pollution Control	1	LS	\$ 5,457.45	\$ 5,457.45
3	12	Traffic Control, Traffic Control Plan	1	LS	\$ 54,574.48	\$ 54,574.48
4	37	Slurry Seal	184170	SY	\$ 1.80	\$ 331,506.00
5	84	Centerline Stripe(s)	56267	LF	\$ 0.40	\$ 22,506.80
6	84	Edge Line Stripe	107514	LF	\$ 0.40	\$ 43,005.60
7	84	Parking Space Stripe	1300	LF	\$ 0.40	\$ 520.00
8	84	Stop Stencil and Bar	17	EA	\$ 1,000.00	\$ 17,000.00
9	84	Cross Walk	4	EA	\$ 1,000.00	\$ 4,000.00
10	84	ADA Stencil	4	EA	\$ 750.00	\$ 3,000.00
11	84	Bike Lane Stencil	48	EA	\$ 200.00	\$ 9,600.00

	\$	<b>545,744.48</b>
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*15% contingency* \$ 81,861.67

*total plus contingency* \$ 627,606.15







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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 16, 2022

**Departments: Probation**

**TIME REQUIRED**

**SUBJECT** Contract with North American Mental Health Services

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Proposed contract with North American Mental Health Services pertaining to Mental Health Assessments, Psychological Evaluations and Psychiatric Evaluations.

**RECOMMENDED ACTION:**

Approve County entry into proposed contract and authorize CAO Lawton to execute said contract on behalf of the County.

**FISCAL IMPACT:**

Up to \$125,000 in any 12-month period, paid for with 2011 Realignment revenues managed by the Community Corrections Partnership (CCP), and included in the 2022-2023 Executive Committee recommended budget.

**CONTACT NAME:** Jeff Mills

**PHONE/EMAIL:** 7609325573 / jlmills@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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

**History**

Time	Who	Approval
8/9/2022 12:29 PM	County Counsel	Yes
8/10/2022 5:12 PM	Finance	Yes

8/12/2022 2:03 PM

County Administrative Office

Yes



MAILING: P.O. BOX 596, BRIDGEPORT, CALIFORNIA 93517  
BRIDGEPORT OFFICE (760) 932-5570•FAX (760) 932-5571  
MAMMOTH OFFICE (760) 924-1730•FAX (760) 924-1731

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

Mark Magit  
Presiding Judge  
Superior Court

Dr. Karin Humiston  
Chief Probation Officer

Date: July 26, 2022  
To: Honorable Board of Supervisors  
From: Karin Humiston, Chief of Probation  
Subject: Contract with North American Mental Health Services

**Recommended Action:**

Approve County to enter a contract with North American Mental Health Services and authorize CAO to execute said contract on behalf of the County.

**Discussion:**

Probation Department is seeking to enter a contract with North American Mental Health Services for Tele-Psychiatry services. This contract addresses the need for psychological evaluations, psychiatric evaluations, and mental health assessments. The contract will cover those requests made by probation officers and that were approved and ordered by the court.

This would assist the Reentry team with assessing the needs of participants and falls within the scope of identified objectives in the Community Corrections Partnership Realignment Plan.

**Fiscal Impact:**

The contract states that total payments to the contractor by the County will not exceed \$125,000.00 in any 12-month period. This contract will be paid through the Community Corrections Partnership Fund and was recommended by the CCP Executive Committee for the FY 2022-23 budget.

No fiscal impact to the General Fund.

**Attachments:**

None

**AGREEMENT BETWEEN COUNTY OF MONO  
AND NATIVE AMERICAN MENTAL HEALTH SERVICES DBA NORTH AMERICAN MENTAL  
HEALTH SERVICES (NAMHS)  
FOR THE PROVISION OF TELE-PSYCHIATRY SERVICES**

**INTRODUCTION**

WHEREAS, the County of Mono (hereinafter referred to as “County”) may have the need for the services of Tele-Psychiatry of Native American Mental Health Services dba North American Mental Health Services (NAMHS) (hereinafter referred to as “Contractor”), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK**

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

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

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

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

**2. TERM**

The term of this Agreement shall be from August 1, 2022, to July 31, 2023, unless sooner terminated as provided below.

### 3. CONSIDERATION

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by County to Contractor for services and work performed under this Agreement shall not exceed \$125,000.00, not to exceed \$125,000.00 in any twelve-month period, plus (for public works) the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors (hereinafter referred to as "Contract Limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

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

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

F. Federal and State Taxes.

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

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

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

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

#### **4. WORK SCHEDULE**

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

#### **5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS**

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

#### **6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC**

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

#### **7. COUNTY PROPERTY**

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

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, computer programs,

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

## 8. INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

A. Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as (please select all applicable):

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

Worker's Compensation Exempt: Contractor is exempt from obtaining Workers' Compensation insurance because Contractor has no employees. Contractor shall notify County and provide proof of Workers' Compensation insurance to County within 10 days if an employee is hired. Such Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors. Contractor agrees to defend and indemnify County in case of claims arising from Contractor's failure to provide Workers' Compensation insurance for employees, agents and subcontractors, as required by law.

Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.

Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$1,000,000 policy aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.



B. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

- (1) **Additional Insured Status:** The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
- (2) **Primary Coverage:** For any claims related to this contract, the Contractor's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
- (3) **Umbrella or Excess Policy:** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.
- (4) **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.
- (5) **Waiver of Subrogation:** Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- (6) **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$100,000 unless approved in writing by County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy

must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. County reserves the right to obtain a copy of any policies and endorsements for verification.

- (7) **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- (8) **Claims Made Policies:** If any of the required policies provide claims-made coverage:
  - a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
  - b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
  - c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
- (9) **Verification of Coverage:** Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- (10) **Special Risks or Circumstances:** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## 9. STATUS OF CONTRACTOR

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

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

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

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

## **9. DEFENSE AND INDEMNIFICATION**

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

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

## **10. RECORDS AND AUDIT**

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

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

## **11. NONDISCRIMINATION**

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

## **12. TERMINATION**

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

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

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

### **13. ASSIGNMENT**

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

### **14. DEFAULT**

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

### **15. WAIVER OF DEFAULT**

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

### **16. CONFIDENTIALITY**

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

### **17. CONFLICTS**

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

### **18. POST-AGREEMENT COVENANT**

Contractor agrees not to use any confidential, protected, or privileged information that is gained from County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two (2) years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the

term of this Agreement, has had an adverse or conflicting interest with County, or who has been an adverse party in litigation with County, and concerning such, Contractor by virtue of this Agreement has gained access to County's confidential, privileged, protected, or proprietary information.

**19. SEVERABILITY**

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

**20. FUNDING LIMITATION**

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

**21. AMENDMENT**

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

**22. NOTICE**

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

County of Mono:  
Karin Humiston, Chief of Probation  
Mono County Probation  
P.O. Box 596  
Bridgeport, CA 93517

Contractor:  
Native American Mental Health Services dba  
North American Mental Health Services  
1742 Oregon Street  
Redding, CA 96001

**23. COUNTERPARTS**

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

**24. ENTIRE AGREEMENT**

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

**IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS, EFFECTIVE AS OF THE DATE LAST SET FORTH BELOW, OR THE COMMENCEMENT DATE PROVIDED IN PARAGRAPH 2 OF THIS AGREEMENT, WHICHEVER IS EARLIER .**

**COUNTY OF MONO**

**CONTRACTOR**

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

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

APPROVED BY RISK MANAGEMENT:

\_\_\_\_\_  
Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF MONO  
AND Native American Mental Health Services dba North American Mental Health Services  
(NAMHS)  
FOR THE PROVISION OF Tele-Psychiatry SERVICES**

**TERM:**

**FROM: August 1, 2022            TO: July 31, 2023**

**SCOPE OF WORK:**

1. Services. Pursuant to the terms of this Agreement, Contractor shall employ, or otherwise arrange for, services of provider(s), to conduct Tele-psychiatry and on-site visits for the purpose of delivering direct patient care services, as agreed upon by both parties.

1.1 Professional Medical Services. The County hereby grants the right to Contractor to employ, or otherwise arrange for the services of, provider(s), and hereby grants the right to provide professional medical services. Services shall include:

1.1.1 Psychiatry services of Tele-psychiatry, consisting of psychiatric/medication evaluations, prescribing and monitoring medications for clients with mental health and substance abuse disorders.

1.1.2 Services may include psychological evaluations and mental health evaluations through Tele-psychiatry on an as-needed basis.

1.2 Contractor Services. Contractor to render the following services:

1.2.1 Psychiatric evaluation and follow up, including laboratory evaluation

1.2.2 Pharmaceutical Management including medication preauthorizations

1.2.3 Drug and alcohol treatment when necessary

1.2.4 Child and adolescent treatment along with the follow up and management

1.2.5 Refills of medication with the assistance of the County, the Mono County Jail and/or Mono County Behavioral Health, if needed. Provide consultation for "call backs", which are screened by the County. Phone consultation will be provided on an as needed basis for emergency or urgent evaluations.

1.2.6 Clinical Counseling in the community.

1.2.7 Psychoeducation or Psychological Evaluations.

1.2.8 Mental Health Evaluations.

1.2.9 Case Management Services as needed.

Duties of Contractor. During the term of this agreement, Contractor shall have the obligation to:

1.3.1 The above services will be performed at the Mono County Jail onsite through Telemedicine and in the community, as deemed appropriate by the parties.

1.3.2 Provide reports, shall provide psychiatric and psychological reports within 10 working days, unless a date is agreed upon due to judicial needs.

1.3.3 Mental Health Evaluations as expediently as possible as determined by judicial need.

1.3.4 Notwithstanding the Insurance provisions in Paragraph 9 above, Contractor shall provide malpractice coverage of one million dollars(\$1,000,000.00) and three million dollars (\$3,000,000.00) respectively, for each psychiatric provider employed by contractor.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF MONO  
AND NATIVE AMERICAN MENTAL HEALTH SERVICES DBA NORTH AMERICAN MENTAL  
HEALTH SERVICES (NAMHS)  
FOR THE PROVISION OF TELE-PSYCHIATRY SERVICES**

**TERM:**

**FROM: August 1, 2022      TO: July 31, 2023**

**SCHEDULE OF FEES:**

The County agrees to provide compensation to Contractor and Contractor agrees to accept compensation at the following rates:

1.      \$175 per hour of TeleCounseling Services provided to clients of Mono County by MSW/Supervised Psychologist providers in accordance with this agreement.
2.      \$220 per hour of Telepsychiatric Services provided to clients of Mono County by Pas/NP providers in accordance with this agreement.
3.      \$260 PER HOUR OF Telepsychiatric Services provided to clients of Mono County by MD providers in accordance with this agreement.

The County guarantees payment for any scheduled service hours. Contractor shall provide an invoice to the County on a monthly basis, which invoice the County shall pay within thirty (30) days of receipt as described in paragraph 3.E of this Agreement. In no event shall total payments to Contractor by County pursuant to this agreement exceed \$125,000 in any twelve-month period.

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





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 16, 2022

**Departments: Behavioral Health**

**TIME REQUIRED**

**SUBJECT** Contract with CalMHSA Electronic Health Record

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Proposed contract with California Mental Health Services Authority (CalMHSA) pertaining to Semi-Statewide Enterprise Health Record.

**RECOMMENDED ACTION:**

Approve, and authorize Chair Gardner to sign, contract with CalMHSA for Semi-Statewide Enterprise Health Record for the period July 1, 2022 through March 18, 2029 and a not-to-exceed amount of \$740,328.

**FISCAL IMPACT:**

\$740,328 over 7 years. \$477,008 due in FY 2022/2023. The cost will be paid for with a combination of Behavioral Health Quality Improvement Program (BHQIP) funds and Mental Health Services Act (MHSA) Innovation funds.

**CONTACT NAME:** Jessica Workman

**PHONE/EMAIL:** 760-924-1742 / jworkman@mono.ca.gov

**SEND COPIES TO:**

rroberts@mono.ca.gov, jworkman@mono.ca.gov

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">CalMHSA EHR Staff Report</a>
<input type="checkbox"/> <a href="#">CalMHSA EHR Participation Agreement</a>

History

Time

Who

Approval

8/10/2022 3:11 PM	County Counsel	Yes
8/11/2022 5:21 PM	Finance	Yes
8/12/2022 2:03 PM	County Administrative Office	Yes



**MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT**

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**COUNTY OF MONO**

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

**TO:** Mono County Board of Supervisors

**FROM:** Robin Roberts, Mono County Behavioral Health, Director

**DATE:** August 16, 2022

**SUBJECT:**

Participation Agreement with California Mental Health Services Authority (CalMHSA). Mono County Behavioral Health (MCBH) desires to participate in the Semi-Statewide Enterprise Health Record.

**RECOMMENDED ACTION:**

(1) Approve County entry into proposed contract and authorize Mono County Board of Supervisors Chair to execute said contract on behalf of the County. (2) Provide any desired direction to staff.

**DISCUSSION:**

Mono County Behavioral Health is in need of an updated enterprise healthcare record (EHR) system. Our current system does not meet our needs regarding functionality and technical support, nor is it up to date with initiatives and mandates required by MCBH by the California Department of Health Care Services (DHCS).

Entering into a participation agreement with CalMHSA will provide MCBH with the tools to meet billing and quality assurance requirements with the upcoming CalAIM payment and documentation reform. This new system will be housed by CalMHSA and will allow us to be up to date with the continually changing state requirements regarding Medi-cal. Additionally, this new system will help the department increase Medi-Cal revenue.

There are more than twenty California counties that have opted into the CalMHSA EHR system. CalMHSA is building this EHR with the backing of DHCS. This new system will promote information exchanges that will benefit those who receive services from MCBH through data sharing and analysis of programs from a statewide perspective. The documentation reform that will be built into this system has a goal of reducing documentation time for practitioners by thirty percent, allowing that time to be dedicated to people and programs.

**FISCAL IMPACT:**

The total amount of this 7-year contract is \$740,328. The first installment of \$75,433 is

due within 30 days of execution of this agreement. The total amount for fiscal year 22/23 is \$477,008.24. Subsequent fiscal years are as follows: FY 23/24: \$49,458.78, FY 24/25: \$30,254.68, FY 25/26 \$30,282.15, FY 26/27 \$30,310.44, FY 27/28 \$30,339.59, and FY 28/29: \$20,239.60. The term of this agreement shall be from March 18, 2022, to March 18, 2029. This contract will be paid through a combination of Behavioral Health Quality Improvement Program (BHQIP) funds that DHCS is providing to help counties with payment reform, as well as Mental Health Services Act (MHSA) Innovation funds.

**SUBMITTED BY:**

Jessica Workman, Behavioral Health Accountant, Contact: 760.924.1742

**CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY  
PARTICIPATION AGREEMENT  
COVER SHEET**

1. Mono County (“Participant”) desires to participate in the Program identified below.  
Name of Program: Semi-Statewide Enterprise Health Record
2. California Mental Health Services Authority (“CalMHSA”) and Participant acknowledge that the Program will be governed by CalMHSA’s Joint Powers Agreement and its Bylaws, and by this Participation Agreement. The following exhibits are intended to clarify how the provisions of those documents will be applied to this particular Program.
  - Exhibit A Program Description
  - Exhibit B General Terms and Conditions
  - Exhibit C Participant-Specific Committed Funding and Payment Terms
  - Exhibit D Participant Contingency Budget
3. The first installment of **\$75,433** is due from Participant within 30 days of execution of this Agreement.
4. The term of Participant’s participation in the Program will commence upon final execution of this Participant Agreement through March 18, 2029, unless sooner terminated pursuant to the terms of this Agreement.
5. Authorized Signatures:

**CalMHSA**

Signed: \_\_\_\_\_ Name (Printed): Dr. Amie Miller, Psy.D., MFT

Title: Executive Director Date: \_\_\_\_\_

**Participant:**

Signed: \_\_\_\_\_ Name (Printed): Bob Gardner

Title: Chair of the Mono County Board of Supervisors Date: \_\_\_\_\_

Signed: \_\_\_\_\_ Name (Printed): Anne Frievalt

Title: Assistant County Counsel Date: \_\_\_\_\_

Signed: \_\_\_\_\_ Name (Printed): Jay Sloane \_\_\_\_\_

Title: Risk Manager \_\_\_\_\_ Date: \_\_\_\_\_

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## EXHIBIT A – PROGRAM DESCRIPTION

- I. **Name of Program:** Semi-Statewide Enterprise Health Record
- II. **Term of Program:** CalMHSA and Streamline Healthcare Solutions, LLC (“Contractor”) have entered into a seven (7) year contract, beginning March 18, 2022 and terminating on March 18, 2029. CalMHSA has the option to extend the Program with the Contractor for up to three (3) additional one (1) year periods. Participation Agreements between CalMHSA and counties will be amended to reflect any extensions to the Program.

III. **Program Objective and Overview:**

Objective:

The Program will include the development and implementation of a Semi-Statewide Enterprise Health Record (“EHR”).

Overview:

The goal of CalMHSA’s effort is to partner with the Contractor and participating counties (“Participants”) to configure a California-centric Enterprise Health Record that will then be implemented across multiple counties. Through this multi-county collaborative effort, the Enterprise Health Record will support counties’ core business requirements and address all regulatory requirements specific to the State of California by establishing consistent workflows, configuration, and functionality that will support:

- Centralized application administration
- Standardized training and end-user support
- Shared technical services
- A common baseline against which new updates for State and federal mandate can be defined/applied
- The creation of a learning community across the participating counties

By being grounded in clinical best practices and State objectives, the semi-statewide implementation will act as a catalyst for better use of data to drive performance outcomes.

CalMHSA has entered into a Master Services Agreement (MSA) with Streamline Healthcare Solutions, LLC (“Contractor”), to develop an EHR that will provide these functions.

Pursuant to the MSA, Contractor will develop and implement “SmartCare Base”, a fully integrated, web based EHR system designed for program, billing and revenue management. SmartCare Base focuses on behavioral healthcare providers and organizations that offer psychiatric inpatient, outpatient, residential and community-based programs. SmartCare Base includes clinical and administrative functionality for client intake and registration; admissions, discharges and transfers; referrals and

inquiries; appointment scheduling; individual care planning; assessments and progress notes; electronic signatures; prescription medication ordering; document management; point-of-service document scanning; authorizations tracking; compliance monitoring; and productivity and outcomes measurement tools. The features for revenue cycle management include service billing and authorization tracking; service, payer, insurance plans and rules management; claims generation; tracking denials; and nightly billing processes to automate many of these functions.

In addition, SmartCare Base will meet the requirements of Medi-Cal, the State of California's version of Medicaid. This includes the ability to capture the data, transmit and monitor the submission process, provide reporting capabilities, check or confirm Medi-Cal Eligibility, Treatment Authorization Request (TAR) creation and submission as well as Medi-Cal required elements for proper claim submission. Contractor will support and include ongoing updates as required by the State of California for the following:

Reporting and Forms:

- § CalOMS: California Outcomes Measurements System
- § CSI Reporting: Client Services Information
- § TADT: Timely Access Data Tool
- § NACT: Network Adequacy Certification Tool
- § OIG Audits: Office of Inspector General
- § ASAM: American Society of Addiction Medicine
- § ANSA: Adult Needs and Strengths
- § CANS: Child and Adolescent Needs and Strengths
- § PSC-35: Pediatric Symptom Checklist
- § FSP: Full Service Partnership
- § HCAI: Department of Health Care Access and Information (Formerly OSHPD: Office of Statewide Health Planning and Development)

Billing Support:

- § UMDAP: Uniform Method of Determining Ability to Pay
- § 270/271 Connector for Medi-Cal
- § Share of Cost Clearance Integration
- § MEDS/MMEF Medi-Cal Eligibility Data System, Medi-Cal Monthly Extract File Import
- § Core/Custom updates to 837P and 837I
- § Billing Delay Reason Code Documentation



Finally, CalMHSA, on behalf of Participants, will assure achievement of measurable deliverables to assure Participant compliance and attestation as required by the California Advancing and Innovating Medi-Cal (CalAIM) Behavioral Health Quality Improvement Program (BHQIP).

*(the remainder of this page is intentionally left blank)*

## EXHIBIT B – GENERAL TERMS AND CONDITIONS

### I. Definitions

The following terms, as used throughout this Participation Agreement, shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

- A. CalMHSA – California Mental Health Services Authority, a Joint Powers Authority (JPA) created by counties in 2009 at the instigation of the California Mental Health Directors Association to jointly develop and fund mental health services and education programs.
- B. Member – An organization County or City (or JPA of two or more Counties) that has joined CalMHSA and executed the CalMHSA Joint Powers Agreement.
- C. Mental Health Services Act (MHSA) – A law initially known as Proposition 63 in the November 2004 election that added sections to the Welfare and Institutions Code providing funding to counties for the expansion of mental health prevention and treatment services.
- D. Department of Health Care Services (DHCS) – The California Department of Health Care Services responsible for behavioral health functions.
- E. Participant – Any County or City participating in the Program either as Member of CalMHSA or under a Memorandum of Understanding with CalMHSA.
- F. Program – The program identified in the Cover Sheet.
- G. Committed Funds – Any funding specified for fees associated with solution subscriptions and/or professional services that the Participant has committed to the Program through this Participation Agreement.
- H. Contingency Funds – Any funding secured by the Participant for future, as-needed solution subscriptions and/or professional services. Through the execution of subsequent Amendment(s) to this Participation Agreement, funding augmentations may be incorporated for future purchases and services.

### II. Responsibilities

- A. Responsibilities of CalMHSA:
  - 1. Act as the Fiscal and Administrative agent for the Program.
  - 2. Invoice and collect funds from Participant for the Program.
  - 3. Manage funds received through the Program, consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.
  - 4. During implementation activities, work closely with the Contractor to coordinate on development and implementation of the EHR, including:

- a. Development of customizations and customer extensions
  - b. Setup and configuration of hosted infrastructure
  - c. Installation of licensed product and services
  - d. Setup and configuration of SmartCare Base environments for implementation
  - e. Ongoing support and maintenance of environments during implementation
  - f. Support access for Participant implementation team
5. Assure Contractor submits the following:
- a. At least ten (10) claims per each Participant that pass the Strategic National Implementation Process (SNIP) edit;
  - b. At least ten (10) Drug Medi-Cal (DMC) claims per each Participant that are approved (including DMC-ODS or DMC claims); and
  - c. At least ten (10) Specialty Mental Health Services (SMHS) claims per each Participant that are subsequently approved.
6. On behalf of each Participant, submit to DHCS the following attestations and supporting documents from Contractor as also may be required:
- a. The changes needed to the Semi-Statewide EHR claiming system have been assessed, including updated CPT codes sets and have been incorporated into the contract with Contractor.
  - b. All new claiming rates have been loaded into each Participant's instances of SmartCare Base.
  - c. The Fast Healthcare Interoperability Resources Application Programming Interface (FHIR API) implementation is underway.
  - d. The implementation of the FHIR API has been completed.
  - e. The process of mapping data elements to the United States Core Data for Interoperability (USCDI) has begun.
  - f. The documentation outlining mapped data elements to the USCDI has begun.
  - g. Certification that data elements have been successfully mapped to USCDI, inclusive of completed mapping documentation.
7. Provide a copy of a test data sharing transaction log or a deidentified HL7 test message (or other equivalent documentation) to and from the Managed Care Organizations (MCOs) or Health Information Exchange (HIE) and each Participant.

8. Enable submission/submit a log of successful FHIR transactions (de-identified) to DHCS over a two-month period in CY 2023.
9. After “Go-Live” of the EHR within the Participant’s jurisdiction, oversee and work closely with the Contractor to ensure compliance with the MSA.
10. Monitor and administer the MSA on behalf of Participants.
11. Provide regular fiscal reports to Participant and/or other public agencies with a right to such reports.
12. Comply with CalMHSA’s Joint Powers Agreement (JPA) and Bylaws.

**B. Responsibilities of Participant:**

1. Timely transfer of the funding amount for the Program as specified in Section V, Fiscal Provisions.
2. Provide CalMHSA, Contractor and any other parties deemed necessary with requested information and assistance in order to fulfill the purpose of the Program.
3. Perform any and all requested assessments of the Program and provide feedback on Program performance.
4. Acknowledge that funds contributed by Participant shall be pursuant to the allocation formula adopted set forth in Exhibit C.
5. Comply with applicable laws, regulations, guidelines, contractual agreements, JPA, and Bylaws.

**III. Amendment**

This Participation Agreement may be supplemented, amended, or modified only by the mutual agreement of CalMHSA and the Participant, expressed in writing and signed by authorized representatives of both parties.

**IV. Withdrawal, Cancellation, and Termination**

- A. Participant may withdraw from the Program and terminate this Participation Agreement with or without cause upon six (6) months' written notice in accordance with Section VII.
- B. The withdrawal of Participant from the Program shall not automatically terminate Participant’s responsibility for its share of the expense and liabilities

of the Program. The contributions of current and past Participants are chargeable for their respective share of unavoidable expenses and liabilities arising during the period of their participation.

- C. Upon cancellation, termination, or other conclusion of the Program, any funds remaining undisbursed after CalMHSA satisfies all obligations arising from the administration of the Program shall be returned to Participant. Unused funds paid for a joint effort will be returned pro rata to Participant in proportion to payments made. Adjustments may be made if a disproportionate benefit was conveyed on a particular Participant. Excess funds at the conclusion of Participant-specific efforts will be returned to the particular Participant that paid them.

#### **V. Fiscal Provisions**

- A. Notwithstanding anything in this Participation Agreement to the contrary, the total sum of all payments made by Participant to CalMHSA for services or work performed under this Participation Agreement shall not exceed **\$740,328** (“Not to Exceed Limit”) for the term of this Agreement as found in EXHIBIT C – PARTICIPANT-SPECIFIC FUNDING AND PAYMENT TERMS and EXHIBIT D - PARTICIPANT CONTINGENCY BUDGET, which have been made part of this Agreement. Participant and CalMHSA agree that any payment or amount to be paid by Participant to CalMHSA exceeding the Not to Exceed Limit shall require an amendment to this Participation Agreement that complies with the requirements of Section III of this Exhibit B.
- B. Payment Terms
  1. Participant’s Estimated Annual Costs and specific Payment Terms for Committed Funds throughout the term of the Participant Agreement are identified in EXHIBIT C – PARTICIPANT-SPECIFIC FUNDING AND PAYMENT TERMS. EXHIBIT D – PARTICIPANT CONTINGENCY BUDGET identifies additional funds to be made available to accommodate expected user growth, development and other professional services anticipated to be executed within the term of the Agreement.
  2. Each payment is subject to variance based on several factors, including but not limited to the total number of Participants, total number of subscriptions/users, the implementation phase selected, the total development cost, and annual CPI Increase.
  3. Wherever Participant’s actual annual costs for participation in the Program exceed the Estimated Annual Cost, Participant agrees to pay CalMHSA for the difference.

- C. This is a Multi-County Program. Participants will share the costs of planning, administration, and evaluation in the same proportions as their overall contributions.

**VI. Limitation of Liability and Indemnification**

- A. CalMHSA is responsible only for funds as instructed and authorized by Participants. CalMHSA is not liable for damages beyond the amount of any funds which are identified on the cover page of this Agreement, without authorization or contrary to Participant’s instructions.
- B. CalMHSA is not undertaking responsibility for the provision of mental health services, including but not limited to: performing client assessments, creation of case or treatment plans, providing or arranging services, and/or selecting, contracting with, or supervising and/or monitoring providers (collectively, “mental health services”). Participant will defend and indemnify CalMHSA for any claim, demand, disallowance, suit, or damages arising from Participant’s acts or omissions in connection with the provision of mental health services.
- C. Participant and CalMHSA acknowledge and agree that Participant’s ability to enter into this Participation Agreement is based upon available funding from various sources, including but not limited to the Mental Health Services Act. In the event that such funding fails, is reduced, or is modified, from one or more sources, Participant has the option to terminate, reduce, or modify this Participation Agreement, or any of its terms within ten (10) days of notifying CalMHSA of the termination, reduction, or modification of available funding. Any reduction or modification of this Participation Agreement effective pursuant to this provision must comply with the requirements of Section III of this Exhibit B.

**VII. Notice**

All notices under this Participation Agreement shall be provided 1) by personal delivery, nationally recognized courier service or mailed by U.S. registered or certified mail, return receipt requested, postage prepaid; AND 2) by email. All notices shall be provided to the respective party at the addresses and email addresses set forth below, and shall be deemed received upon the other party’s receipt.

Either party may change its designee for notice by giving notice of the same and their relevant address information.

**If to CalMHSA:**

Name: Laura Li                      Position: Chief Administrative Officer, CalMHSA  
Address: 1610 Arden Way, Suite 175, Sacramento, CA 95815  
Email: [laura.li@calmhsa.org](mailto:laura.li@calmhsa.org)      Telephone: (279) 234-0700

CC Email to: Randall Keen/Manatt Email: [RKeen@manatt.com](mailto:RKeen@manatt.com)

**If to Participant:**

Name: Robin Roberts                      Position: Director  
Address: PO BOX 2619 Mammoth Lakes, CA 93546  
Email: [rroberts@mono.ca.gov](mailto:rroberts@mono.ca.gov) Telephone: 760-924-1740  
CC Email to Name: Jessica Workman Email: [jworkman@mono.ca.gov](mailto:jworkman@mono.ca.gov)

*(the remainder of this page is intentionally left blank)*

**EXHIBIT C – PARTICIPANT-SPECIFIC COMMITTED FUNDING AND PAYMENT TERMS**

**Committed Funding**

The total maximum amount of Participant-Specific Committed Funding in this Participation Agreement shall not exceed **\$667,893** for the period of Participant Agreement execution through March 18, 2029 as follows:

Description	Unit(s)	7/1/22 - 6/30/23	7/1/23 - 6/30/24	7/1/24 - 6/30/25	7/1/25 - 6/30/26	7/1/26 - 6/30/27	7/1/27 - 6/30/28	7/1/28 - 3/18/29
Participant Instance Installation	1	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
System Acquisition Fee	1	\$ 5,267.49	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Initial Development Fee (Customization and Security)	1	\$ 5,267.49	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Discretionary Development Budget	1	\$ 5,267.49	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Professional Services Implementation	1	\$ 230,769.23	\$ 19,230.77	\$ -	\$ -	\$ -	\$ -	\$ -
SmartCare Patient Portal Implementation	1	\$ 2,400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SmartCare HIE / MCO Interface via FHIR	1	\$ 12,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Disaster Recovery Implementation	1	\$ 6,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SmartCare CalMHSA Package	33	\$ 3,636.60	\$ 21,819.60	\$ 21,819.60	\$ 21,819.60	\$ 21,819.60	\$ 21,819.60	\$ 14,546.40
SmartCare Rx Prescribers Subscription	2	\$ 478.40	\$ 2,870.40	\$ 2,870.40	\$ 2,870.40	\$ 2,870.40	\$ 2,870.40	\$ 1,913.60
SmartCare Patient Portal Subscription	10	\$ 1.84	\$ 11.04	\$ 11.04	\$ 11.04	\$ 11.04	\$ 11.04	\$ 7.36
SmartCare HIE / MCO Interface via FHIR Subscription	1	\$ 575.00	\$ 3,450.00	\$ 3,450.00	\$ 3,450.00	\$ 3,450.00	\$ 3,450.00	\$ 2,300.00
Disaster Recovery Subscription	1	\$ 198.00	\$ 1,188.00	\$ 1,188.00	\$ 1,188.00	\$ 1,188.00	\$ 1,188.00	\$ 792.00
Annual %3 Fee Increase - Subscription	1	\$ 146.70	\$ 888.97	\$ 915.64	\$ 943.11	\$ 971.40	\$ 1,000.55	\$ 680.24
Funded RFP Participation Agreement	1	\$ 35,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RAND Evaluation	1	\$ 150,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Amount by Fiscal Year</b>		<b>\$ 477,008.24</b>	<b>\$ 49,458.78</b>	<b>\$ 30,254.68</b>	<b>\$ 30,282.15</b>	<b>\$ 30,310.44</b>	<b>\$ 30,339.59</b>	<b>\$ 20,239.60</b>
<b>Total Participant-Specific Committed Funds</b>	<b>\$ 667,893</b>							



**Committed Funds Payment Terms**

Description	Fee Type Description	Payment Term
Participant Instance Installation	Participant Instance Installation Fee includes: <ul style="list-style-type: none"> <li>• Setup &amp; Configuration of hosted infrastructure</li> <li>• Installation of licensed product and services</li> <li>• Setup and configuration of SmartCare environments for implementation</li> <li>• Ongoing support &amp; maintenance of environments during implementation</li> <li>• Support access for and Participant implementation team</li> </ul>	One-Time Fee to be invoiced upon Participant Execution. Payment of invoices are due with receipt
System Acquisition Fee	<ul style="list-style-type: none"> <li>• This cost covers the “Core” CalMHSA Installation of SmartCare</li> <li>• This cost is also associated with establishing an agreement between Streamline and CalMHSA which secured discounted pricing and other considerations</li> </ul>	One-Time Fee to be invoiced upon Participant Execution. Payment of invoices are due with receipt
Initial Development Fee (Customization and Security)	This cost covers the identified development items to be delivered during the implementation effort	One-Time Fee to be invoiced upon Participant Execution. Payment of invoices are due with receipt
Discretionary Development Budget	This cost establishes a shared budget to address as-yet unidentified items	One-Time Fee to be invoiced upon Participant Execution. Payment of invoices are due with receipt
Professional Services Implementation	Monthly Fees are initiated upon Participation Agreement execution and paid throughout the entire phase of each Participant’s Implementation	Payment of invoices are due within 30 days of

SmartCare HIE / MCO Interface via FHIR Implementation	One-Time Fee associated with the implementation efforts to support specific variable modules selected by the Participant	One-Time Fee to be invoiced upon Participant Execution. Payment of invoices are due with receipt
Disaster Recovery Implementation	One-Time Fee associated with the professional services to establish infrastructure within the cloud datacenter to support Disaster Recovery	One-Time Fee to be invoiced upon Participant Execution. Payment of invoices are due with receipt
SmartCare CalMHSA Package Subscription	<p>The “SmartCare CalMHSA Package” is the primary subscription which includes:</p> <ul style="list-style-type: none"> <li>•Use of the EHR</li> <li>•Cloud Hosting of the Software/System (99.95% Up-Time)</li> <li>•CalMHSA Support of the System (Tier 1)</li> <li>•Contractor Support and Maintenance of the System (Tier 2)</li> </ul>	<p>For this initial Participant Agreement, these subscriptions will be initiated two months prior to the Implementation Phase assigned to the Participant.</p> <p>After Go-Live, additional subscriptions as requested by the Participant will prompt an associated adjustment to monthly fees.</p> <p>Subscriptions shall be invoiced monthly through the remaining term of the Participant Agreement. Invoices are due within 30 days of receipt.</p>
SmartCare Rx Prescribers Subscription	Integrated Surescripts Certified subscription based on individual prescriber, which allows users to prescribe medications to patients that can be electronically submitted, printed or faxed directly to the pharmacy.	
SmartCare HIE / MCO Interface via FHIR	Module to integrate with Health Information Exchange (HIE) or Managed Care Organization (MCO) to share client demographic and health information.	
Disaster Recovery Subscription	Disaster recovery subscription provides the infrastructure and as-needed services to assure Participant's ability to access to the Enterprise Health Record (EHR) after events like a natural disaster, cyber attack, etc. Disaster recovery relies upon the replication of data and computer processing in an off-premises location	

	<p>not affected by the disaster. With this subscription, should such an event occur, access to the EHR will be re-established within 4 hours with data loss not to exceed 15 minutes.</p>	
<p>SmartCare Add-On Hosting Storage Subscription</p>	<p>Subscription for 250 gigs of storage. Additional storage can be purchased as needed.</p>	
<p>Annual 3% Fee Increase - Subscription</p>	<p>All Subscription Fees will increase by 3% annually</p>	

**EXHIBIT D – PARTICIPANT CONTINGENCY BUDGET**

**Participant Contingency Budget**

Given current expected user growth, development and professional services related to future projects anticipated to be implemented within the term of this Agreement, a maximum total Participant Contingency Budget of **\$72,434** is also included and is defined as follows:

Description	7/1/22 - 6/30/23	7/1/23 - 6/30/24	7/1/24 - 6/30/25	7/1/25 - 6/30/26	7/1/26 - 6/30/27	7/1/27 - 6/30/28	7/1/28 - 3/18/29
Subscription Costs for Anticipated User Growth (25 additional SmartCare users per year and 5 additional Prescribers)	\$ 2,069.54	\$ 2,069.54	\$ 2,069.54	\$ 2,069.54	\$ 2,069.54	\$ 2,069.54	\$ 2,069.54
Subscription Costs for Additional Modules	\$ 1,380.39	\$ 1,380.39	\$ 1,380.39	\$ 1,380.39	\$ 1,380.39	\$ 1,380.39	\$ 1,380.39
Discretionary Development Budget for Participant Specific Requirements	\$ 3,448.89	\$ 3,448.89	\$ 3,448.89	\$ 3,448.89	\$ 3,448.89	\$ 3,448.89	\$ 3,448.89
Professional Services	\$ 3,448.89	\$ 3,448.89	\$ 3,448.89	\$ 3,448.89	\$ 3,448.89	\$ 3,448.89	\$ 3,448.89
<b>Total Amount by Fiscal Year</b>	<b>\$ 10,347.72</b>	<b>\$ 10,347.72</b>	<b>\$ 10,347.72</b>	<b>\$ 10,347.72</b>	<b>\$10,347.72</b>	<b>\$ 10,347.72</b>	<b>\$ 10,347.72</b>
<b>Total Participant Contingency Funds</b>	<b>\$ 72,434</b>						



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 16, 2022

**Departments: Behavioral Health**

**TIME REQUIRED**

**SUBJECT** Behavioral Health Department Crisis  
Care Mobile Units (CCMU) Grant  
Contract Modification

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Modification to grant agreement with Advocates for Human Potential, Inc. (AHP) for grant funds awarded to Mono County for the provision of Crisis Care Mobile Units.

**RECOMMENDED ACTION:**

Approve and authorize County Administrative Officer (CAO) to sign contract modification of grant agreement with Advocates for Human Potential, Inc. (AHP) for grant funds awarded to Mono County for the provision of Crisis Care Mobile Units. The contract modifications include the addition of a business associate's agreement and the removal of certain technical provisions in Attachment B, Special Subcontract Terms and Condition.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Amanda Greenberg

**PHONE/EMAIL:** 7609241754 / agreenberg@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="#">CCMU Grant Agreement Modification</a>
<input type="checkbox"/> <a href="#">CCMU Grant Agreement Original (Fully Executed)</a>

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
8/9/2022 12:19 PM	County Counsel	Yes
8/10/2022 5:14 PM	Finance	Yes
8/12/2022 2:02 PM	County Administrative Office	Yes



**MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT**

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**COUNTY OF MONO**

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

**TO:** Mono County Board of Supervisors  
**FROM:** Robin Roberts, Mono County Behavioral Health, Director  
**DATE:** August 1, 2022

**SUBJECT:**

Behavioral Health Department Crisis Care Mobile Units (CCMU) Grant Contract Modification

**RECOMMENDED ACTION:**

Approve and authorize County Administrative Officer (CAO) to sign contract modification of grant agreement with Advocates for Human Potential, Inc. (AHP) for grant funds awarded to Mono County for the provision of Crisis Care Mobile Units.

**DISCUSSION:**

Mono County Behavioral Health (MCBH) was awarded a CCMU grant in the amount of \$690,000 to be spent over the next four years. This grant is from the Department of Health Care Services and is being administered by Advocates for Human Potential (AHP). This contract, which was executed summer of 2022, between MCBH and AHP will allow AHP to administer the grant funds to MCBH throughout the grant period.

The contract modifications include the addition of a business associate's agreement and the removal of certain provisions in Attachment B, Special Subcontract Terms and Conditions related to procurement rules, motor vehicles, subcontracting requirements, audit requirements, and performance evaluation.

This grant is helping MCBH create and sustain a mobile crisis response team in collaboration with Mono County Sheriff's Office, Mammoth Lakes Police Department, and Mono County Emergency Medical Services. This grant is funded through the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) and the American Recovery Plan Act (ARPA).

**FISCAL IMPACT:**

Contract modification includes no fiscal impact.

**SUBMITTED BY:**

Robin Roberts, Director, Mono County Behavioral Health, Contact: 760.924.1740

## Modification #1 to Subcontract Agreement

**Subcontract ID:** 7460-CA MOBILE CRISIS-MONO-01

**Subcontract Effective Date:** As of September 1, 2021

**Extension/ Modification Date:** Effective as of July 19, 2022

**Subcontractor:** **COUNTY OF MONO**  
**ATTN: Amanda Greenberg**  
P.O. Box 556, Bridgeport, CA 93517  
Email address: [agreenberg@mono.ca.gov](mailto:agreenberg@mono.ca.gov);  
[agreenberg@mono.ca.gov](mailto:agreenberg@mono.ca.gov); [rroberts@mono.ca.gov](mailto:rroberts@mono.ca.gov);  
[jworkman@mono.ca.gov](mailto:jworkman@mono.ca.gov)

**Contract ID:** **Client: California Department of Health Care Services**  
**Agreement No.: 21-10349**  
**Contract Title:** "Behavioral Health Mobile Crisis and Non-crisis Services (Mobile Crisis)"

**AHP Staff Contact(s):** **AHP Project Director:** Monica Reeves  
131 N. El Molino, Suite 380  
Pasadena, CA 91101  
Tel: 978-261-1483 (o)/ [mreeves@ahpnet.com](mailto:mreeves@ahpnet.com)

### **Recitals:**

**WHEREAS**, the parties wish to make certain written changes to the above Subcontract Agreement,

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth, the Agreement is modified as follows:

\*\*\*\*\*

1. The Business Associate Agreement ("BAA") attached hereto as Exhibit 1 and incorporated herein shall replace any previous BAA(s) executed between the parties.
2. The following provisions of Attachment B Special Subcontract Requirements are hereby stricken and shall no longer apply:
  - *Financial and Compliance Audit Requirements in its entirety,*
  - *Performance Evaluation in its entirety.*



3. Facsimile/electronic/scanned signatures are acceptable and effective for purposes of this Extension/ Modification as though an original inked signature.
4. All other terms and conditions of the Subcontract Agreement remain in effect.

THIS MODIFICATION CONSISTS OF **TWO (2)** TYPEWRITTEN PAGE(S), TOGETHER WITH THE FOLLOWING DOCUMENTS INCORPORATED HEREIN:

<input checked="" type="checkbox"/>	EXHIBIT 1	REPLACEMENT BAA
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IN WITNESS THEREOF, the parties have executed this Modification as of the day and year last written below.

<b>ADVOCATES FOR HUMAN POTENTIAL, INC.</b>	<b>COUNTY OF MONO</b>
<i>Signature:</i>	<i>Signature:</i>
<i>Name:</i> <b>CHARLES GALLAND</b>	<i>Printed Name:</i>
<i>Title:</i> <b>CHIEF OPERATING OFFICER</b>	<i>Title:</i>
<i>Date:</i>	<i>Date:</i>

# EXHIBIT 1

## Business Associate Agreement (“BAA”) Addendum

1. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (HIPAA) and its implementing privacy and security regulations at 45 Code of Federal Regulations, Parts 160 and 164 (collectively, and as used in this Agreement).
2. The term “Agreement” as used in this document refers to and includes both this BAA Addendum and the contract to which this BAA is attached as an addendum/exhibit, if any.
3. For purposes of this Agreement, the term “Business Associate” shall have the same meaning as set forth in 45 CFR section 160.103.
4. **Subcontractor, the Covered Entity**, understands that **Business Associate (ADVOCATES FOR HUMAN POTENTIAL, “AHP”)** may create, receive, maintain, transmit to the California Department of Health Care Services (DHCS) or aggregate certain information pursuant to the terms of this Agreement, some of which information may constitute Protected Health Information (PHI) and/or confidential information protected by federal and/or state laws.
  - 4.1 As used in this Agreement and unless otherwise stated, the term “PHI” refers to and includes both “PHI” as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act (IPA) at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.
  - 4.2 As used in this Agreement, the term “confidential information” refers to information not otherwise defined as PHI in Section 4.1 of this Agreement, but to which state and/or federal privacy and/or security protections apply.
5. Business Associate is acting on DHCS’s behalf and provides services or arranges, performs, or assists in the performance of functions or activities on behalf of DHCS, and may create, receive, maintain, transmit, aggregate, use or disclose PHI (collectively, “use or disclose PHI”) in order to fulfill Business Associate’s obligations under this Agreement. Business Associate and Subcontractor are each a party to this Agreement and are collectively referred to as the “parties.”
6. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms in HIPAA and/or the IPA. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.
7. **Permitted Uses and Disclosures of PHI by Business Associate.** Except as otherwise indicated in this Agreement, Business Associate may use or disclose PHI, inclusive of de-identified data derived from such PHI, only to perform functions, activities or services specified in this Agreement on behalf of Covered Entity, provided that such use or disclosure would not violate HIPAA or other applicable laws if done by Business Associate.
  - 7.1 **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Agreement, Business Associate may use and disclose PHI if necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Business Associate may disclose PHI for this purpose if the disclosure is required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person. The person shall notify the Business Associate of any instances of which the person is aware that the confidentiality of the information has been breached, unless such person is a treatment provider not acting as

a business associate of Business Associate.

## **8. Compliance with Other Applicable Law.**

- 8.1** To the extent that other state and/or federal laws provide additional, stricter and/or more protective (collectively, "more protective") privacy and/or security protections to PHI or other confidential information covered under this Agreement beyond those provided through HIPAA, Business Associate agrees:
- 8.1.1** To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned; and
  - 8.1.2** To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate, pursuant to Section 18 of this Agreement.
- 8.2** Examples of laws that provide additional and/or stricter privacy protections to certain types of PHI and/or confidential information, as defined in Section 4. of this Agreement, include but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Substance Use Disorder Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.
- 8.3** If Business Associate is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, Business Associate agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) under the definition of QSO in 42 CFR section 2.11.

## **9. Additional Responsibilities of Business Associate.**

- 9.1 Nondisclosure.** Business Associate shall not use or disclose PHI or other confidential information other than as permitted or required by this Agreement or as required by law.
- 9.2 Safeguards and Security.**
- 9.2.1** Business Associate shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and other confidential data and comply, where applicable, with subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of the information other than as provided for by this Agreement. Such safeguards shall be based on applicable Federal Information Processing Standards (FIPS) Publication 199 protection levels.
  - 9.2.2** Business Associate shall, at a minimum, utilize an industry-recognized security framework when selecting and implementing its security controls, and shall maintain continuous compliance with its selected framework as it may be updated from time to time. Examples of industry-recognized security frameworks include but are not limited to:
    - 9.2.2.1** NIST SP 800-53 - National Institute of Standards and Technology Special Publication 800-53
    - 9.2.2.2** FedRAMP - Federal Risk and Authorization Management Program
    - 9.2.2.3** PCI - PCI Security Standards Council

**9.2.2.4** ISO/ESC 27002 - International Organization for Standardization/International Electrotechnical Commission standard 27002

**9.2.2.5** IRS PUB 1075 - Internal Revenue Service Publication 1075

**9.2.2.6** HITRUST CSF - HITRUST Common Security Framework

**9.2.3** Business Associate shall employ FIPS 140-2 compliant encryption of PHI at rest and in motion unless Business Associate determines it is not reasonable and appropriate to do so based upon a risk assessment, and equivalent alternative measures are in place and documented as such. In addition, Business Associate shall maintain, at a minimum, the most current industry standards for transmission and storage of PHI and other confidential information.

**9.2.4** Business Associate shall apply security patches and upgrades, and keep virus software up to date, on all systems on which PHI and other confidential information may be used.

**9.3. Business Associate's Agent.** Business Associate shall ensure that any agents, subcontractors, subawardees, vendors or others (collectively, "agents") that use or disclose PHI and/or confidential information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI and/or confidential information.

**10. Mitigation of Harmful Effects.** Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI and other confidential information in violation of the requirements of this Agreement.

**11. Access to PHI.** Business Associate shall make PHI available in accordance with 45 CFR section 164.524.

**12. Amendment of PHI.** Business Associate shall make PHI available for amendment and incorporate any amendments to PHI in accordance with 45 CFR section 164.526.

**13. Accounting for Disclosures.** Business Associate shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR section 164.528.

**14. Compliance with DHCS Obligations.** To the extent Business Associate is to carry out an obligation under 45 CFR Part 164, Subpart E, Business Associate shall comply with the requirements of the subpart that apply in the performance of such obligation.

**15. Access to Practices, Books and Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of Covered Entity available to Covered Entity upon reasonable request, and to the federal Secretary of Health and Human Services for purposes of determining compliance with 45 CFR Part 164, Subpart E.

**16. Return or Destroy PHI on Termination; Survival.** At termination of this Agreement, if feasible, Business Associate shall return or destroy all PHI and other confidential information received from, or created or received by Business Associate on behalf of, Covered Entity that Business Associate still maintains in any form and retain no copies of such information. If return or destruction is not feasible, Business Associate shall notify Covered Entity of the conditions that make the return or destruction infeasible and Business Associate and Covered Entity shall determine the terms and conditions under which Business Associate may retain the PHI. If such return or destruction is not feasible, Business Associate shall extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

**17. Special Provision for SSA Data.** If Business Associate receives data from or on behalf of Covered Entity that was verified by or provided by the Social Security Administration (SSA data) and is

subject to an agreement between Covered Entity, Business Associate shall provide, upon request by Covered Entity, a list of all employees and agents who have access to such data.

**18. Breaches and Security Incidents.** Business Associate shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

**18.1 Notice to Covered Entity.**

**18.1.1** Business Associate shall notify Covered Entity immediately upon the discovery of a suspected breach or security incident that involves SSA data. This notification will be provided by email upon discovery of the breach. If Business Associate is unable to provide notification by email, then Business Associate shall provide notice by telephone to Covered Entity.

**18.1.2** Business Associate shall notify Covered Entity within 24 hours by email (or by telephone if Business Associate is unable to email Covered Entity) of the discovery of the following, unless attributable to a treatment provider that is not acting as a business associate of Business Associate:

**18.1.2.1** Unsecured PHI if the PHI is reasonably believed to have been accessed or acquired by an unauthorized person;

**18.1.2.2** Any suspected security incident that risks unauthorized access to PHI and/or other confidential information;

**18.1.2.3** Any intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement; or

**18.1.2.4** Potential loss of confidential information affecting this Agreement.

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI, Business Associate shall take:

**18.1.3** Prompt action to mitigate any risks or damages involved with the security incident or breach; and

**18.1.4** Any action pertaining to such unauthorized disclosure required by applicable federal and state law.

**18.2 Investigation.** Business Associate shall immediately investigate such security incident or confidential breach.

**18.3 Complete Report.** Business Associate shall provide a complete report of the investigation to Covered Entity contacts within ten (10) working days of the discovery of the security incident or breach. This "Final PIR" must include any applicable additional information not included in the Initial Form. The Final PIR Form shall include an assessment of all known factors relevant to a determination of whether a breach occurred under HIPAA and other applicable federal and state laws. The report shall also include a full, detailed corrective action plan, including its implementation date and information on mitigation measures taken to halt and/or contain the improper use or disclosure. If Covered Entity requests information in addition to that requested through the PIR form, Business Associate shall make reasonable efforts to provide Covered Entity with such information. A "Supplemental PIR" may be used to submit revised or additional information after the Final PIR is submitted. Covered Entity will review and approve or disapprove Business Associate's determination of whether a breach occurred, whether

the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and Business Associate's corrective action plan.

**18.3.1** If Business Associate does not complete a Final PIR within the ten (10) working day timeframe, Business Associate shall request approval from Covered Entity within the ten (10) working day timeframe of a new submission timeframe for the Final PIR.

**18.4 Notification of Individuals.** If the cause of a breach is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate shall notify individuals accordingly and shall pay all costs of such notifications, as well as all costs associated with the breach. The notifications shall comply with applicable federal and state law. DHCS shall approve the time, manner and content of any such notifications, and DHCS's review and approval must be obtained before the notifications are made.

**18.5 Responsibility for Reporting of Breaches to Entities Other than Covered Entity.** If the cause of a breach of PHI is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate is responsible for all required reporting of the breach as required by applicable federal and state law.

**19. Responsibility of Covered Entity.** Covered Entity agrees to not request the Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

**20. Audits, Inspection and Enforcement.**

**20.1** If Business Associate is the subject of an audit, compliance review, investigation or any proceeding that is related to the performance of its obligations pursuant to this Agreement or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, Business Associate shall promptly notify Covered Entity unless it is legally prohibited from doing so.

**21. Termination.**

**21.1 Termination for Cause.** Upon Covered Entity's knowledge of a violation of this Agreement by Business Associate, Covered Entity may in its discretion:

**21.1.1** Provide an opportunity for Business Associate to cure the violation and terminate this Agreement if Business Associate does not do so within the time specified by Covered Entity; or

**21.1.2** Terminate this Agreement if Business Associate has violated a material term of this Agreement.

**21.2 Judicial or Administrative Proceedings.** Covered Entity may terminate this Agreement if Business Associate is found to have violated HIPAA, or stipulates or consents to any such conclusion, in any judicial or administrative proceeding.

**22. Miscellaneous Provisions.**

**22.1 Disclaimer.** Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement will satisfy Business Associate's business needs or compliance obligations. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI and other confidential information.

## **22.2 Amendment.**

**22.2.1** Any provision of this Agreement that is in conflict with current or future applicable federal or state laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

**22.2.2** Failure by Business Associate to take necessary actions required by amendments to this Agreement under Section 22.2.1 shall constitute a material violation of this Agreement.

**22.3 Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself and its employees and agents available to Covered Entity at no cost to Covered Entity to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its directors, officers and/or employees based upon claimed violation of HIPAA that involves inactions or actions by the Business Associate.

**22.4 No Third-Party Beneficiaries.** Nothing in this Agreement is intended to or shall confer upon any third person any rights or remedies whatsoever.

**22.5 Interpretation.** The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and other applicable laws.

**22.6 No Waiver of Obligations.** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

# SUBCONTRACT AGREEMENT

\*\*\*\*\*

## SUMMARY COVER SHEET

Contract ID	<b>7460-CA MOBILE CRISIS-MONO-01</b>
Contract Effective Date:	<b>September 1, 2021</b>
Contractor:	<p><b>ADVOCATES FOR HUMAN POTENTIAL, INC. (AHP)</b>  490-B Boston Post Road, Sudbury, MA 01776-3365  Tel: (978) 443-0055 ♦ Fax: (978) 261-1467</p> <p><b>AHP Contracting Officer:</b> Charles Galland, COO  <a href="mailto:cgalland@ahpnet.com/978-261-1425">cgalland@ahpnet.com/978-261-1425</a></p> <p><b>AHP Project Director:</b> Monica Reeves  131 N. El Molino, Suite 380  Pasadena, CA 91101  Tel: 978-261-1483 (o)/ <a href="mailto:mreeves@ahpnet.com">mreeves@ahpnet.com</a></p> <p><b>AHP Direct Staff Contact:</b> Monica Reeves  Tel: 978-261-1483 (o)/ <a href="mailto:mreeves@ahpnet.com">mreeves@ahpnet.com</a></p>
Subcontractor:	<p><b>COUNTY OF MONO ("MONO")</b>  <b>ATTN: Robert Lawton, County Administrative Officer</b>  P.O. Box 556, Bridgeport, CA 93517  Phone: 760-932-5415  Email address: <a href="mailto:rlawton@mono.ca.gov">rlawton@mono.ca.gov</a>; <a href="mailto:agreenberg@mono.ca.gov">agreenberg@mono.ca.gov</a>  <a href="mailto:rroberts@mono.ca.gov">rroberts@mono.ca.gov</a>; <a href="mailto:jworkman@mono.ca.gov">jworkman@mono.ca.gov</a></p>
Prime Contract Identification:	<p><b>Client: California Department of Health Care Services</b></p> <p><b>Agreement No.: 21-10349</b></p> <p><b>Contract Title:</b> <i>"Behavioral Health Mobile Crisis and Non-crisis Services (Mobile Crisis)"</i></p>
Subcontract Type:	Deliverable Base Type Contract
Period of Performance:	September 1, 2021 through June 30, 2025
Consideration/Budget:	Professional Services NTE <b>\$690,000.00</b>
Billing Terms:	Quarterly Invoicing, see Attachment E-Payment Schedule
Payment Terms:	Payment remitted ten (10) business days after receipt of undisputed invoice.



**SUBCONTRACT AGREEMENT**  
**7460-CA MOBILE CRISIS-MONO-01**

This Subcontract is entered into by and between **ADVOCATES FOR HUMAN POTENTIAL, INC.**, with offices located at **490-B Boston Post Road, Sudbury, MA 01776**, ("AHP" or the "Contractor"), and **COUNTY OF MONO ("MONO")** with offices at **P.O. Box 556, Bridgeport, CA 93517** ("MONO" or "Subcontractor" or "Grantee").

**WITNESSETH:**

**WHEREAS**, AHP desires to obtain the Subcontractor's services to support "Behavioral Health Mobile Crisis and Non-Crisis Services (Mobile Crisis)" Project No.: 21-10349. **7460-CA MOBILE CRISIS-MONO-01**, hereinafter the "Contract," and the Subcontractor desires to assist AHP in its business by performing such services;

**NOW, THEREFORE**, based upon the foregoing premises, and in consideration of the mutual covenants and agreements herein set forth, the parties agree as follows:

This Subcontract, and its Attachments, ("Agreement") constitutes the entire agreement and understanding between the parties as to the matters set forth herein. It supersedes all prior understandings, written or oral, between the parties with respect to the subject matter hereof and has been induced by no representations, statements, or agreements other than those herein expressed. By accepting this Agreement, the Subcontractor agrees to be bound by all terms and conditions and provisions that may be incorporated by reference, and all other Attachments to this Agreement.

IN WITNESS THEREOF, the parties hereto have executed this Agreement by their duly authorized respective officers as of the day and year last written below.

**ADVOCATES FOR HUMAN POTENTIAL, INC.**

By: DocuSigned by:  
  
AEB9BE9892F5471...

**CHARLES GALLAND, CHIEF OPERATING OFFICER**

Date: 7/14/2022

**COUNTY OF MONO**

*Print or Type Name of Subcontractor*



*Signature of Authorized Entity Representative*

Robert Lawton  
*Print or Type Name of Person Signing*

County Administrative Officer  
*Representative Title*

Date: Jul 14, 2022

**Approved:**

N/A

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## **SECTION 1. PRIVACY OF CONTRACT**

This Agreement is funded in whole or in part with funds from AHP's client, State of CA Department of Health Care Services ("DHCS" or "Client") which includes funding through DHCS's "*Behavioral Health Mobile Crisis and Non-Crisis Services (Mobile Crisis)*". Neither the Client (nor the US Government), nor any of its departments, agencies, or employees is or will be a party to this Agreement or any lower-tier subcontract. No privity between the Client, (or the US Government), and Subcontractor is established by this Agreement.

Except as authorized by AHP, Subcontractor shall not communicate with the Client/US Government regarding any matter which is within the scope of AHP's responsibility under the Prime Contract, or regarding matters within the scope of this Agreement. Authorization by AHP shall not be unreasonably withheld. In addition, Subcontractor shall not communicate with the Client/US Government regarding any matter of dispute with AHP, which shall be resolved strictly through the Disputes provisions of this Subcontract.

## **SECTION 2. NATURE OF THE SUBCONTRACT**

### **2.1 Type of Subcontract**

This is a **Deliverable Base** type Agreement. Subcontractor's accounting system must be capable of allocating and segregating costs applicable to this Subcontract.

### **2.2 Funding**

All amounts under this Agreement reference US dollars. No costs will be incurred except those specifically proposed by the Subcontractor to AHP, and Subcontractor shall perform the work within the funding allocations/budget, specified in **Attachment E**.

This Subcontract is entered into, and the obligation of funds is made, based upon the appropriation under the Prime Contract. Should this appropriation or any funds allocated to the Prime Contract be reduced subsequent to this Agreement, or should the scope of the work, or Statement of Work be redirected by the Client so as to affect the work envisioned to be subcontracted, AHP shall have the right to renegotiate this Agreement or to effect a termination (at its discretion) pursuant to the termination section of this Agreement.

**2.3** This Agreement hereby incorporates by reference the Application by Subcontractor as well as Notice of Funding Opportunity.

Total funds currently available for payment and allotted to this Agreement are **six hundred ninety thousand dollars (\$690,000.00)**.

## **SECTION 3. SUBCONTRACTOR PERFORMANCE AND DELIVERY**

### **3.1 Period of Performance**

The Base performance period is **September 1, 2021 through June 30, 2025**, unless sooner terminated in accordance with the terms of this Agreement. Any extensions to the period of performance will be supported by a written modification to the Agreement, and any changes or additions to the Statement of Work/ deliverables/ days of performance shall be determined at that time.

Whenever Subcontractor knows, or reasonably should know, that any actual or potential condition is delaying, or threatens to delay, the timely performance of work, it shall,

within five (5) calendar days, provide AHP with written notice, including all relevant information with respect to the condition(s) and delay.

### **3.2 Time of the Essence**

TIME IS OF THE ESSENCE in Subcontractor's performance of its obligations under this Agreement.

### **3.3 Delivery Schedule**

Satisfactory performance of deliverables shall be deemed to occur upon delivery and acceptance by the Project Director of the items as described in the Statement of Work (SOW). All deliverables shall be submitted as directed by the Project Director. In no event shall Subcontractor submit a deliverable directly to the Client/US Government, unless specifically directed to do so by the Project Director or his/her designee.

Upon request, a copy of all written deliverables shall also be delivered to:

Mr. Charles Galland, Chief Operating Officer, General Counsel  
Advocates for Human Potential, Inc.  
490-B Boston Post Road, Sudbury, MA 01776  
[cgalland@ahpnet.com](mailto:cgalland@ahpnet.com)

### **3.4 Inspection and Acceptance**

(a) Inspection and acceptance of work will be made by the AHP Project Director, or his/her duly authorized representative. The responsibilities of the AHP Project Director includes continuous monitoring of Subcontractor's performance and providing technical inspection and acceptance as required under the prime contract.

(b) Inspection and acceptance will be performed at Advocates for Human Potential, Inc., 490-B Boston Post Road, Sudbury, MA 01776, or at such other place(s) as AHP may designate in writing.

(c) Subcontractor shall tender for acceptance those items that conform to the requirements of this Agreement. AHP reserves the right to inspect or test any supplies or services tendered under this Agreement, to the extent practicable at all reasonable places and times. The Client also has the right to inspect and evaluate the work performed or being performed under this Agreement. Inspections and tests will be performed in a manner that will not unduly delay the work. AHP may require repair or replacement of non-conforming supplies or re-performance of nonconforming services at no increase in contract price. Upon submission, AHP shall have ten (10) business days to inspect Subcontractor's work. Should AHP and/or client find the material unsatisfactory, AHP shall notify Subcontractor of the defects within the 10 day period. Subcontractor shall have 10 business days to cure said defects associated with Subcontractor's work/product. If inspection or evaluation is to be performed on the premises of Subcontractor or its lower-tier Subcontractor(s), Subcontractor shall furnish (and require its subcontractors to furnish) all reasonable facilities and assistance for the safety and convenience of these duties.

## **SECTION 4. STATEMENT OF WORK**

(a) Independently, and not as an agent of the Contractor, the US Government, or the Client, Subcontractor shall furnish to AHP all the services, qualified personnel, material, equipment, and facilities, not otherwise provided by AHP or the Client, as needed to perform the Statement of Work in **Attachment D**.

(b) Subcontractor shall maintain an internal quality control program adequate to ensure

that the requirements of this Agreement are met. The work shall be performed in accordance with high standards of professional skill, and upon delivery and acceptance of the deliverables, AHP shall pay the Subcontractor in accordance with the payment provisions of this Agreement.

**SECTION 5. SUBCONTRACTOR TRAVEL**

- (a) Travel  is  is not authorized under this Agreement.
- (b) If travel is authorized above, refer to Travel Reimbursement Information in Attachment B-Special Subcontract Requirements.

**SECTION 6: CONTRACT ADMINISTRATION DATA**

**6.1 Contractor Representatives**

(a) The following individual is designated as AHP’s Contracting Officer, and is authorized to direct or negotiate any changes in the statement of work, modify or extend the period of performance, change the delivery schedule, authorize reimbursement to Subcontractor of any costs incurred during the performance of this contract, or otherwise change any terms and conditions of this Agreement:

Mr. Charles Galland, Chief Operating Officer, General Counsel  
Advocates for Human Potential, Inc.  
490-B Boston Post Road, Sudbury, MA 01776  
[cgalland@ahpnet.com](mailto:cgalland@ahpnet.com) / (978) 443-0055 x425

(b) The following individual(s) is/are designated for purposes of administering the contractual progress of the Agreement, and for purposes of providing technical direction and guidance:

Monica Reeves, Project Director  
Advocates for Human Potential, Inc.  
131 N. El Molino, Suite 380  
Pasadena, CA 91101  
978-261-1483  
[mreeves@ahpnet.com](mailto:mreeves@ahpnet.com)

**6.2 Subcontractor Representatives**

(a) The following individual is designated as Subcontractor’s Contracting Officer and is authorized to conduct business, negotiate modifications and changes to any terms and conditions of this Agreement:

Jessica Workman  
\_\_\_\_\_  
[jworkman@mono.ca.gov](mailto:jworkman@mono.ca.gov)

(b) The following individual is designated as Subcontractor’s Project Manager for purposes of administering this Agreement:

Amanda Greenberg  
\_\_\_\_\_  
[agreenberg@mono.ca.gov](mailto:agreenberg@mono.ca.gov)

**6.3 Compensation, Billing Instructions, and Payment**

(a) This is a Deliverable Based type Agreement. Subcontractor shall be reimbursed in

accordance with **Attachment E**. In addition, all Subcontractor costs are subject to allowability and reasonableness and any restrictions contained in the Prime Contract, and/or under the Federal Acquisition Regulation ("FAR") if specified.

(b) Invoices may be submitted quarterly, as per payment schedule and shall provide sufficient detail, including at least the following information on each invoice:

- i. Subcontractor's name
- ii. Subcontractor's TIN/EIN
- iii. Subcontract Agreement ID: **7460-CA MOBILE CRISIS-MONO-01**
- iv. Invoice No.
- v. Invoice date
- vi. **AHP's Project & Billing Number(s) applicable to the tasks/deliverables invoiced, as per the Statement of Work attached**
- vii. Amount Due on the Invoice.
- viii. Other substantiating documentation or information as may be requested by AHP
- ix. An original signature of an authorized official of Subcontractor, with the following certification: "I hereby certify that all payments requested are for appropriate purposes and in accordance with the terms and conditions set forth in the Agreement between the parties."
- x. Name/title/telephone number of the person to contact in case of questions about the invoice
- xi. Name, title, phone number, and mailing address of official to whom payment is to be sent.

(c) The cost of overnight or courier delivery of invoices is not allowed.

(d) Invoices shall be sent electronically to: [AP2@AHPNET.COM](mailto:AP2@AHPNET.COM). Upon receipt of an Invoice, proper in form, and accepted and approved by AHP (***approval of the Invoice shall mean that AHP's Project Director has reviewed, accepted, and signed the Invoice***), payment shall be remitted via First Class Mail within 10 business days after receipt of undisputed invoice. When requested, AHP will inform Subcontractor whether or not a specific Subcontractor invoice has been paid, or when AHP reasonably expects the Client to pay the Subcontractor invoice. All payment questions shall be addressed to AHP Accounts Payable at (978) 443-0055.

(e) Subcontractor's right to payment shall be contingent upon the Project Director's review of the deliverables, together with any attachments, and that the review shall demonstrate the achievement of satisfactory performance against the Statement of Work in **Attachment D**. Should Subcontractor's lack of satisfactory performance endanger AHP's successful prosecution of its Prime contract responsibilities, a cure notice shall be issued to Subcontractor. Subcontractor shall respond in three days with a plan to cure such notice. Should the cure not be feasible, or if the cure fails within the agreed upon time frame, AHP may terminate the Agreement immediately upon written notice.

(f) Supporting Documentation: Subcontractor shall provide supporting documentation for invoices as may be requested by AHP, or as may be necessary for compliance with AHP's billing to the Client.

(g) In satisfaction of the Subcontractor's obligation to complete the task(s) called for in **Attachment D, "Statement of Work"**, the Subcontractor shall provide within the

period of performance of this Agreement, the deliverable(s) specified. If at the end of the period of performance, the Subcontractor has not completed the deliverable(s), the fee may be reduced. In the event that the term of this Agreement expires before the Subcontractor has provided the deliverable(s), AHP shall have the right to extend the term of the Agreement to the extent necessary to permit the Subcontractor to provide the deliverable(s) specified.

#### **6.4 Final Payment and Closeout**

Subcontractor must invoice for all final costs within ninety (90) days following completion of this Agreement, and will provide all documentation necessary for a timely closeout of this Agreement including the submission of a "Final Invoice," a "Release of Claims," "Assignment of Refunds," and/or other closeout documents as may be required or reasonably requested by AHP. Payment of the invoice may be withheld, pending completion and acceptance by AHP of all work performed, submission of all required documentation and/or substantiation of all work performed or delivered, as per 6.3(g), and submission of all required administrative forms and technical reports. These rights and obligations shall survive the termination of this Subcontract.

#### **6.5 Key Personnel**

Subcontractor shall provide the skilled personnel and management necessary to meet the requirements of the Statement of Work. AHP's Project Director shall have right to disapprove all all personnel proposed by Subcontractor to perform under this Agreement. Other than personnel set forth below , prior to staffing any future Key positions, Subcontractor, if so directed by the Project Director, shall submit the names below, and provide any other requested data for the proposed Key personnel to the Project Director. Should Project Director deem any individuals who have been submitted as unacceptable, Subcontractor shall immediately remove any personnel deemed unacceptable from the assignment and replace him/her with an individual of acceptable qualifications, subject to the same submission requirement and right of disapproval above. Subcontractor shall bear all costs associated with such removal and replacement.

Key personnel essential to the work being performed is/are: Not applicable for this contract

No removals, replacements, or diversions of key personnel shall be made without the written consent of AHP's Project Director.

### **SECTION 7: CHANGES AND MODIFICATIONS**

- (a) AHP may at any time make unilateral changes, within the general scope of this Agreement, in the definition, time of performance, or quantity of services to be performed.
- (b) If any change causes an increase or decrease in the budgeted cost for performance of any part of the work under this Agreement, Subcontractor shall propose a new budget. Upon agreement of a revised price, a modification will be issued. Subcontractor must assert any claim for adjustment under this clause within thirty (30) days from the date of receipt.
- (c) Failure to agree to any adjustment on a timely request that is submitted within the thirty (30) day period allowed shall be deemed a dispute concerning a question of fact within the meaning of the Clause of this Agreement entitled "Disputes." Notwithstanding

any failure to agree to any such adjustment, Subcontractor shall diligently proceed with the work as changed.

(d) AHP and/or DHCS may collect additional applicant documentation, signatures, missing items, or omitted information during the response review process. AHP and/or DHCS will advise the applicant orally, by fax, email or in writing of any documentation that is required and the submission timeline. Failure to submit the required documentation by the date and time indicated may cause DHCS to deem a response nonresponsive and eliminate it from further consideration.

## **SECTION 8: CONFIDENTIAL INFORMATION**

(a) *Non-Disclosure of Confidential (Proprietary) Information*: During the term of this Agreement, Subcontractor and its employees, consultants and/or lower tiered subcontractors, may receive or have access to data and information that is proprietary to AHP, DHCS, including the identity of AHP and/or DHCS clients or grantees. All such data and information made available to, disclosed to, or otherwise made known to Subcontractor, its employees, consultants and/or lower tiered subcontractors as a result of services under this Agreement shall be considered and kept confidential by the Subcontractor, and may be used only for purposes of performing the obligations hereunder. Subcontractor, its employees, consultants and/or lower tiered subcontractors shall not reveal, publish or otherwise disclose such information to any third party without the prior written consent of AHP. Subcontractor shall take all reasonable precautions to prevent any other person with whom it is or may become associated from acquiring confidential proprietary information at any time. Disclosure of the information is for purposes of completing performance under this Agreement, and shall in no way be construed to grant any rights to otherwise use this information, nor shall Subcontractor take action to obtain licenses, patents, trademarks, copyrights, or other rights to said information. Upon the expiration or earlier termination of this Agreement, or at any time that AHP so instructs, Subcontractor agrees to deliver to AHP all proprietary information supplied and delivered, (including all copies, materials, print and electronic, collected and created by Subcontractor in performance of services for AHP), and Subcontractor shall make no further use or utilization of the information. The foregoing obligations shall not apply to information which: (a) is or becomes generally available to the public other than as a result of a disclosure by Subcontractor; (b) becomes available to Subcontractor on a non-confidential basis from a third party source which is not prohibited from disclosing such information by a legal, contractual or fiduciary agreement to a third party; (c) Subcontractor develops independently without use of AHP's Confidential Information, as demonstrated by written records and evidence; or (d) is required by law to be disclosed, provided Subcontractor notifies AHP promptly and gives AHP an opportunity to seek an appropriate protective order. These obligations of confidentiality and non-disclosure shall be flowed down to consultants and/or lower tiered subcontractors, and shall survive the termination of this Agreement.

(b) *Non-Disclosure of Confidential Research and Statistical Data*: Subcontractor, and its employees, consultants and/or lower tiered subcontractors, shall be subject to all applicable Federal/state requirements concerning the protection of confidentiality of research and statistical information identifiable to a private person, and will comply with all established procedures to safeguard privacy and confidentiality.

(c) *Personally Identifiable Information*. Subcontractor shall, and shall ensure that each of its subcontractor, if applicable, shall, maintain reasonable security of all personally identifiable information (including but not limited to personal health



information), and comply with all applicable legal requirements relating to such information, including requirements relating to safeguarding, storing, transmitting, sharing, and destroying such information, and breach notification requirements as required in Business Associate Addendum in Attachment B-Special Subcontract Requirements.

Subcontractor shall not, and shall ensure that each subcontractor shall not, share personally identifiable information (including but not limited to personal health information) (excluding the personally identifiable information of Subcontractors or its subcontractors' directors, officers, employees, agents, affiliates, and designees, in connection with Subcontractor's performance under this Agreement).

## **SECTION 9: INTELLECTUAL PROPERTY**

(a) As between AHP and Subcontractor, AHP's ideas and requirements whether written formally or provided verbally to the Subcontractor are owned by AHP or DHCS.

(b) All writings or works of authorship, ideas, discoveries, inventions, patents, products, or other information, including without limitation, specifications, program codes, source code, framework, JAR files, ZIP files, Library's files, scripts, and all related documentation, data or technical information produced or authored by the Subcontractor or any of its employees in **the course of performing the work hereunder**, together with any copyright, trademarks (including goodwill), and any other rights in intellectual property and rights in the physical embodiment in the same ("Works"), are **works made for hire** and the property of DHCS. To the extent that any Works may not, by operation of law, be works made for hire, this Agreement will constitute an irrevocable assignment by the Subcontractor to DHCS of the ownership of, and all rights of copyright, trademarks (including goodwill), and any other rights in intellectual property and rights in the physical embodiment of the Works, and DHCS will have the right to obtain and hold in its name all registrations which may be available in the Works. Subcontractor agrees to give DHCS or its designees all assistance reasonably required to perfect such rights. The Subcontractor will turn over all Works to DHCS or its designee when the Subcontractor ceases to perform services for AHP or upon AHP's earlier request.

(c) In performing services under this Agreement, Subcontractor will not design or develop any items that infringe one or more patents or other intellectual property rights of any third party. If Subcontractor becomes aware of any possible infringement in the course of performing the Work, Subcontractor shall immediately so notify AHP in writing.

(d) This Section is subject to any contrary or additional provisions contained in the **SPECIAL SUBCONTRACT TERMS AND CONDITIONS**, or under FAR clause 52.227-14, Rights in Data, together with any Alternates, if specified.

(e) This Section shall survive the expiration or termination of this Agreement.

## **SECTION 10: TERMINATION FOR CAUSE**

(a) AHP, or at the direction of the Prime Contractor, may terminate if Subcontractor fails to comply with any terms, conditions, requirements, failure of achievement in any or all deliverables, satisfactory performance, or provisions of the Agreement. AHP shall notify Subcontractor in writing of its failure to comply. Should Subcontractor not remedy such failure within ten (10) business days (Remedy Period), the agreement may be terminated. Upon notification or any time during the Remedy Period, Subcontractor may

request additional time in order to cure the default and so long as Subcontractor is working in Good Faith and Prime Contractor approves, the cure period may be extended to at least thirty (30) business days.

(b) In the event that this Agreement is terminated for cause pursuant to Paragraph (a) above, then the Prime Contractor nor AHP shall not be liable for any work that is not performed in accordance with the Subcontract. The Prime Contractor through AHP will pay the Subcontractor for work that has been performed in accordance with this Subcontract and the Subcontractor shall transfer to the Prime Contractor or AHP all work that has been completed and paid for under this Agreement.

(c) This Agreement may be terminated immediately upon notification by either party following a material breach of this Agreement.

## **SECTION 11: POLICIES AND CODES**

- 11.1 Subcontractor shall comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Subcontractor's performance under this Agreement. These authorities include, but are not limited to, Title 42, United States Code (USC) Chapter 6A Part B and Title 45, Code of Federal Regulations (CFR) Parts 75 and 96.
- 11.2 AHP may perform inspections, review procedures, documents pertaining to the Statement of Work and other elements of this Agreement, perform onsite visits, desk reviews in order to ensure Contractor's comply with 11.1 and 11.2 as well as protect against fraud, waste and abuse.
- 11.3 In the event Contractor does not comply with 11.1 and 11.2 above, AHP shall hold Subcontractor in non-compliance under Section 9.
- 11.4 DHCS or AHP shall review Subcontractor's records to ensure funds were properly used.

## **SECTION 12: DATA COLLECTION AND PERFORMANCE**

- 12.1 a. Planning Grants  
Subcontractor must submit substantiating documentation of their efforts throughout the contract period, which may include implementation/action plan drafts and community needs assessments.
- b. Implementation Grants  
Subcontractors for Implementation Grants must include data on the performance measures identified in their contracts. Potential performance measures include:
- The number of individuals served/impacted by each CCMU
    - Percentage treated and released by CCMU
    - Percentage referred to services in the community
    - Percentage admitted to psychiatric hospital
    - Percentage involuntarily admitted to hospital
    - Percentage taken to the Emergency Department
  - Average and median response time of each CCMU
  - Primary diagnoses of clients served
  - Primary reason for CCMU dispatch
    - e.g. Risk of self-harm, risk of violence to others, other erratic behavior
  - Percentage with co-occurring mental health and substance use disorder diagnoses
  - Health insurance statuses of clients served
  - Number of CCMU dispatches

- Percent of all crisis calls (911 or other) resulting in CCMU dispatch
- Number of initial mental health or substance use calls routed through police to CCMU
- Number of crisis calls when CCMU engages/requests police response
- Demographic data of clients served:
  - Number of clients served who are aged 5 and under/5-9/10-14/15-19/20- 25/26-34/35-44/45-54/55-64/65-74/75-84/85 and over/unknown
  - Number of clients served who are male/female/transgender/non-binary or gender queer/unknown
  - Number of clients served who are American Indian or Alaska Native/Asian American/ Black or African American/Native Hawaiian or Pacific Islander/More than one race/White/unknown
  - Number of clients served who are Latinx or Chicanx or Hispanic/Not Latinx or Chicanx or Hispanic/unknown
  - Number of clients served who speak a language other than English at home
- Percentage of individuals who receive crisis follow-up care within 48 hours
- Percentage of families engaged collaboratively in the crisis intervention process
- Percentage of crisis encounters resolved successfully within two hours
- Satisfaction with services (how likely are they to recommend)

## 12.2 Monitoring and Site Inspection

- a. The Subcontractor shall be subject by AHP for compliance with the provisions of this Agreement. Such monitoring activities shall include, but are not limited to, inspection of the Subcontractor's services, procedures, books, and records, as AHP deems appropriate. AHP may conduct monitoring activities at any time during the Subcontractor's normal business hours.
- b. AHP shall conduct a review of the Subcontractor's records to determine if any of the claimed expenditures were an improper use of grant funds.
- c. The refusal of Subcontractor to permit access to physical facilities and/or inspection of any documents, files, books, or records necessary for AHP to complete its monitoring and inspection activities constitutes an express and immediate material breach of this contract and will be a sufficient basis to terminate the contract for cause.

## **SECTION 13: ORGANIZATIONAL CONFLICT OF INTEREST**

Subcontractor warrants to the best of its knowledge and belief at this time, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, ("OCI") as defined in FAR Subpart 9.5, or that Subcontractor has disclosed all such relevant information, and will disclose any actual or potential OCI that is discovered, including a description of activities that Subcontractor has taken or proposes to take, after consultation with the AHP Contracting Officer, to avoid the conflict. During the term of this Agreement, Subcontractor shall not enter into other contracts or arrangements or otherwise engage in work that will conflict with the parties' relationship of trust and cooperation or that may otherwise conflict with the Subcontractor's obligations.

## **SECTION 14: INSURANCE**

(a) Subcontractor shall continuously maintain for the duration of this Agreement, the following insurance at, or in excess of, the limits detailed below:

- Worker's compensation and employer's liability insurance as required by the state or province where the work is performed.

- Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
- Subcontractor must furnish to AHP a certificate of Insurance stating that commercial general liability insurance of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined is presently in effect for the Subcontractor. The commercial general liability insurance policy shall include cover for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement. The commercial general liability insurance shall apply to each insured against whom claim is made or suit is brought subject to the Subcontractor's limit of liability.
- Insurance appropriate and sufficient in type and amount to cover any software and data to be developed under this Agreement, and property insurance sufficient to cover the cost of any AHP, Client or other property under the Agreement that may be in the control of the Subcontractor.

(b) All policies, except Workers' Compensation and Employer's Liability, shall be endorsed to name AHP as an Additional Insured with respect to the work to be performed by Subcontractor. All such insurance must be primary and non-contributory and required to respond and pay prior to any other insurance or self-insurance available.

(c) Subcontractor shall immediately deposit with AHP upon request a Certificate of Insurance attesting to the above coverage and naming AHP as an additional insured party under such policies. The Subcontractor agrees that the insurance required herein will remain in effect at all times during the term of the Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, the Subcontractor agrees to provide, at least 30 calendar days before said expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for not less than the remainder of the term of the Agreement or for a period of not less than one year. AHP may, in addition to any other remedies it may have, terminate this Agreement on the occurrence of such event.

(d) Insurance Indemnification. Subcontractor shall indemnify AHP for any costs and expenses incurred, including reasonable attorneys' fees, judgments, settlements or penalties, as a result of any claim or liability resulting from the failure of Subcontractor (or its lower tier subcontractors or consultants) to maintain the insurance policies required by this section.

(e) AHP will not be responsible for any premiums, deductibles or assessments on the insurance policy.

## **SECTION 15: INDEMNIFICATION**

(a) Subcontractor shall indemnify and hold harmless AHP and DHCS and its officers, employees and agents for any costs and expenses incurred, including reasonable attorneys' fees, judgments, settlements or penalties, against all liabilities, claims, suits, demands or liens for damages to persons or property, ("Claims"), (unless such Claims arise from the gross negligence or willful misconduct of AHP), arising out of, resulting from, or relating to, the following:

- Any act, omission, or statement of the Subcontractor, or any person employed by

or engaged under contract with the Subcontractor that results in injury (including death), loss, or damage to any person or property;

- Any failure on the part of the Subcontractor to comply with applicable government requirements and requirements of law;
- the failure to maintain the insurance policies required by this section or the work performed, inclusive of Intellectual property infringement, if applicable, under this Subcontract. Insurance coverage that may be required shall in no way lessen or limit the liability of Subcontractor under the terms of this obligation.
- Any failure on the part of the Subcontractor to satisfy all claims for labor, equipment, materials and other obligations relating to the performance of the work hereunder;
- Any actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this Agreement, provided the Subcontractor is reasonably notified of such claims and proceedings; and
- Any actual or alleged unauthorized use or disclosure of any trade secret, confidential information or other proprietary interest, Work product, or other information owned by the Government, Client or AHP under the terms of this Agreement.

(b) Subcontractor shall indemnify under this clause for any of the above acts attributable to its employees, consultants, agents, and/or lower-tiered subcontractors engaged in performance of the work under this Agreement.

(c) This indemnification shall survive the expiration or termination of the Agreement.

## **SECTION 16: DISPUTES/APPLICABLE LAWS**

### **16.1 Disputes**

Any dispute arising out of, or relating to, this Agreement that is not resolved by the good faith efforts of the parties, shall be settled by submission to a panel consisting of one arbitrator under the Commercial Rules of the American Arbitration Association ("AAA"). The parties shall bear equally the costs assessed by the AAA, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Venue for the arbitration shall be Massachusetts at the election of AHP. The decision of the arbitrator shall be final, conclusive, and unappealable, except in the event of fraud or the arbitrator's failure to disclose a material conflict of interest. The prevailing party, in addition to any damages awarded by the arbitrator, shall be entitled to costs and reasonable attorneys' fees, the amount of which shall be determined by the arbitrator, in the event the parties are unable to agree.

### **16.2 Applicable Laws**

Subcontractor agrees to comply with the applicable provisions of Federal, State and local laws or ordinances, and all orders, rules, and regulations issued thereunder, and in such a manner that the name of the other party will not be discredited. Where a FAR provision or clause, or any other Federal statute, regulation, or clause is incorporated in or applicable to this Agreement or work being performed under it, Federal law shall govern the interpretation and application thereof. If Federal law is not applicable, the appropriate law of the State of California shall apply, exclusive of that body of laws known as conflicts of law. This Section shall survive the expiration or termination of the Agreement.

## **SECTION 17: CERTIFICATIONS**

By signature to this Agreement, Subcontractor makes the following Representations and Certifications:

- (a) **Debarment and Suspension:** Neither Subcontractor nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible nor voluntary excluded by any Federal department or agency from participating in transactions. Any change in the debarred or suspended status of the Subcontractor during the life of this Subcontract will be reported immediately to AHP. Subcontractor shall incorporate this Debarment and Suspension certification into any subcontract that they may enter into as a part of this Subcontract.
- (b) **Prohibition To Perform Duties:** Subcontractor is not prohibited, precluded, or restricted from performing the duties required under the Statement of Work, due to previous employment obligations, restrictions, commitments, or agreements Subcontractor has with any other federal, state and local government agency.
- (c) **Federal Civil Rights Act/Equal Opportunity:** Subcontractor will conform to the provisions of Title VI of the Federal Civil Rights Act of 1964, section 2000d as amended and will not discriminate against any employee or applicant for employment because of age, race, religion, creed, color, sex, or national origin.
- (d) **Labor Laws -** Subcontractor certifies that it is in compliance with all applicable labor laws, including but not limited to the Walsh-Healy Act and the Contract Work Hours and Safety Standards Act (41 U.S.C. 51-58) regarding overtime compensation.
- (e) **Americans with Disabilities Act –** Subcontractor agrees to ensure that deliverables developed and produced, pursuant to this Agreement shall comply with the accessibility requirements of Sections 7405 and 11135 of the California Government Code, Section 508 of the Rehabilitation Act and Americans with Disabilities Act of **1973** as amended (29 U.S.C 794(d), regulations implementing the Rehabilitation Act of 1973 as set forth in in Part 1194 of Title 36 of the Federal Code of Regulations, and the Americans with Disabilities Act of 1990(42 U.S.C. 12101 et seq. and 28 CFR Part 35). In 1998, Congress amended the **Rehabilitation Act of 1973** to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code Sections 7405 and 11135 codifies section 508 of the Rehabilitation ACT of 1973 requiring accessibility of EIT.
- (f) **Employee Compliance -** Subcontractor will require all employees, entities and individuals providing services in connection with the performance of this Subcontract to comply with the provisions of this Agreement and with all Federal, State, and local laws and regulations in connection with this work.
- (g) **Code of Ethics:** Subcontractor has a Code of Ethics addressing at least the following areas: accurate accounting records and reporting; gifts and entertainment to Government customers; hiring of former government employees; protection of Government proprietary and source selection information; extending and receiving business courtesies; and personal and organization conflicts of interest.
- (h) **Age Discrimination Act of 1975 (45 CFR Part 90)**
- (i) **Section 1557 of the Affordable Care Act.**
- (j) **Trafficking Victims Protection Act of 2000 (22 USC 7104(G), as amended and 2**

## CFR Part 175

(k) Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control ACT (33 USC 1251-1387), as amended.

(l) Byrd Anti-Lobbying Amendment (31 USC 1352). The Subcontractor shall certify to DHCS that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an office or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. The Subcontractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal Award.

(m) Confidentiality of Alcohol and Drug Abuse Patient Records: (42 CFR Part 2, Subparts A-E). The Subcontractor shall comply with the regulation set forth in 42 CFR part 2, including the responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

(n) Certification and Attestation: As a requirement to be eligible for the PWI grant funding, the Subcontractor, attested to its eligibility to receive funding, Attestation Letter attached hereto as Attachment F. Any misrepresentation contained within the Attestation Letter shall be considered a material breach.

(o) Standard Funding Restrictions: Exceed Salary Limitation: The Consolidated Appropriations Act, 2016 (Pub. L. 113- 76) signed into law on January 10, 2016, limits the salary amount that may be awarded and charged to SAMHSA grants and cooperative agreements. Award funds may not be used to pay the salary of an individual at a rate in excess of Executive Level II. The Executive Level II salary can be found in SAMHSA's standard terms and conditions for all awards at <https://www.samhsa.gov/grants/grants-management/notice-award-noa/standard-terms-conditions>. This amount reflects an individual's base salary exclusive of fringe and any income that an individual may be permitted to earn outside of the duties to the applicant organization. This salary limitation also applies to sub awards/subcontracts under a SAMHSA grant or cooperative agreement. The Federal Executive Level II Salary Cap is currently \$199,300.

- Pay for any lease beyond the project period.
- Pay for the purchase or construction of any building or structure to house any part of the program. • Make direct payments to individuals to enter treatment or continue to participate in prevention or treatment services.
- No out-of-state travel is permitted with these funds.

\*SAMHSA funds were granted to the State and all funding restrictions are applicable to this funding opportunity and all sub-contracts.

### **SECTION 18: RECORDS AND RECORD KEEPING**

- a. The Subcontractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the grant in accordance with 45 CFR section 75.361.
- b. AHP, SAMHSA, the Inspector General, the Controller General and DHCS, or any of its authorized representatives, have the right to access any documents, papers, or other records of the Subcontractor which are pertinent to the grant,

for the purpose of performing audits, examinations, excerpts, and transcripts. The right to access records also includes timely and reasonable access to the Subcontractor's personnel for the purpose of interview and discussion related to the requested documents.

- c. The right to access records is not limited to the required retention period but lasts as long as the records are retained by the Subcontractor.

### **SECTION 19: EXPENSE ALLOWABILITY/FISCAL DOCUMENTATION**

- a. Invoices, received from a Subcontractor and accepted and/or submitted for payment by AHP, shall not be deemed evidence of allowable agreement costs.
- b. The Subcontractor shall maintain for review and audit and supply to AHP upon request, adequate documentation of all expenses claimed pursuant to this Agreement to permit a determination of expense allowability.
- c. If the allowability or appropriateness of an expense cannot be determined by AHP because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by AHP. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.
- d. If Travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. For more information on allowable travel and per diem expenses and required documentation, see Attachment B, "Travel Reimbursement Information".
- e. Costs and/or expenses deemed unallowable are subject to recovery by AHP. See Section 20 "Recovery of Overpayments" for more information.
- f. Country organizations may utilize their existing DHCS certified indirect cost rates for per Behavioral Health Information Notice 20-020.

### **SECTION 20: RECOVERY OF OVERPAYMENTS**

- a. Subcontractor agrees that claims based upon a contractual agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by AHP by one of the following options:
  1. Subcontractor's remittance to AHP of the full amount of the audit exception within 30 days following AHP request for payment;
  2. A repayment schedule which is agreeable to both AHP and the Subcontractor.
- b. AHP reserves the right to select which option will be employed and the Subcontractor will be notified by AHP in writing of the claim procedure to be utilized.
- c. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Subcontractor, beginning 30 days after the Subcontractor's receipt of AHP's demand for repayment.
- d. If the Subcontractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final



administrative decision on the appeal has been reached. If the Subcontractor loses the final administrative appeal, the Subcontractor shall repay, to AHP, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Subcontractor's first receipt of AHP's notice requesting reimbursement of questioned audit costs or disallowed expenses.

**SECTION 21: BEST EFFORTS**

**21.1 Best Efforts** During the term of this Agreement, Subcontractor shall use Best Efforts in order to satisfy all the requirements of the work to be performed under Section 4 and Attachment A of this Agreement.

THIS AGREEMENT CONSISTS OF **SEVENTEEN (17)** TYPEWRITTEN PAGES, TOGETHER WITH THE ATTACHMENTS IDENTIFIED BELOW, WHICH ARE HEREBY INCORPORATED INTO THIS AGREEMENT.

**LIST OF ATTACHMENTS**

<u>TITLE</u>	<u>No. of PAGES</u>
<b>Attachment A</b> – Standard Subcontract Terms and Conditions	1
<b>Attachment B</b> – Special Subcontractor Requirements	36
<b>Attachment C</b> – Subcontractor's Certification	5
<b>Attachment D</b> - Subcontractor's Statement of Work	2
<b>Attachment E</b> – Payment Schedule	1

**ATTACHMENT A-STANDARD** SUBCONTRACT TERMS AND CONDITIONS

**Headings:** Headings are for convenience of reference only and shall in no way affect interpretation of this Agreement.

**Independent Contractor:** Subcontractor is engaged as an independent contractor, and this Agreement shall not be construed as creating any other relationship. Subcontractor shall comply with all laws, and assume all risks incident to its status as independent contractor, and necessary to comply with specific requirements of this Agreement, including, but not limited to, payment of all applicable federal/state income taxes, associated payroll/business taxes, and licenses and fees.

**No Agency:** Subcontractor, its employees, agents or assigns, shall not represent, act or purport to act, or be deemed to be an agent, representative, or employee of AHP, or commit or obligate AHP to any other person or party.

**Lower-Tier Consultants/Subcontractors:** AHP's prior written approval is required to obtain services of consultants or lower-tier Subcontractors; provided, however, that this limitation shall not apply to the purchase of standard commercial supplies.

**No Assignment:** This Agreement is for professional services, and the Agreement, or any duties/obligations imposed shall not be assigned, delegated or otherwise transferred.

**Changes to be Made in Writing:** Unless otherwise specified that AHP may make a unilateral modification, no understanding, agreement, modification, change order, or other matter affecting this Agreement shall be binding, unless in writing, signed by both parties' Contracting Officer. No handwritten changes shall be effective unless initialed by each Contracting Officer.

**Limitation of Liability upon Termination:** AHP's maximum aggregate liability to Subcontractor is limited to the total dollar amount of work properly performed by Subcontractor up to the effective date of termination, together with any authorized travel, or authorized expenses incurred under the Agreement that cannot be canceled. AHP is not liable for any special, indirect, incidental, consequential, or punitive damages, nor for any loss of goodwill, profits, data, or loss of use arising out of, resulting from, or in any way connected with the performance or breach of this Agreement, even if advised of the possibility of such damages.

**Force Majeure:** Neither party shall be liable to the other for loss or damages due to failure or delay in rendering performance caused by circumstances beyond its reasonable control, if such failure could not have been overcome by the exercise of due diligence, due care, or foresight. Causes may include, but are not limited to, acts of God or a public enemy; wars; acts of terrorism; riots; fires; floods; epidemics; quarantine restrictions; labor disputes; strikes; defaults of subcontractors/vendors; failure/delays in transportation; unforeseen freight embargoes; unusually severe weather; or any law/order/regulation/request of a state or local government entity, the US Government, or of any agency, court, commission, or other instrumentality of any such governments. Times of performance under this Agreement may be appropriately extended for excused delays if the party whose performance is affected promptly notifies the other of the existence and nature of such delay.

**Scientific Misconduct:** Subcontractor shall immediately report to AHP any instance of scientific misconduct or fraud related to performance of work under this Agreement.

**Warranty:** Unless a different warranty is specified, Subcontractor warrants all services provided and products delivered will be free from defect in materials and/or workmanship, and will be fit for the purpose intended, and will conform to the specifications of the statement of work. In the event of a breach AHP may complete the work and seek all remedies available in law or equity.

**Notices:** Notices shall be in writing, sent by USPS Certified Mail-RRR, or any overnight delivery/courier service, and notice shall be deemed given when personally delivered, (or three (3) days after being sent by prepaid certified U.S. mail).

**Litigation:** Subcontractor shall provide written notice to AHP of any litigation that relates to the services under this contract, or that has the potential to impair its ability to fulfill this contract, including but not limited to financial, legal or other situations.

**Publicity:** Without prior written approval of the other, neither party shall use the other's name or make reference to the other party or any of its employees in publications, news releases, advertising, speeches, technical papers, photographs, sales promotions, or publicity purposes of any form related to this work or data developed hereunder, unless disclosure of such materials is required by legal, accounting, or regulatory requirements beyond the disclosing party's reasonable control. Use of either party's name may be made in internal documents, annual reports, proposals, etc. which may identify the existence of the project by title, principal investigator or project director, sponsor, period of funding, amount of award and brief abstract of the project. This Section shall survive expiration/termination of this Agreement.

**Restrictions on Hiring:** During the period of this Agreement, and for a period of two (2) years after its termination, neither party shall directly or indirectly, induce or solicit (or authorize or assist in the taking of any such actions by any third party) any employee or consultant of the other party to leave his/her business association with that party. Parties are not be restricted in the right to solicit or recruit generally in the media.

**Survival:** Except as otherwise stated, sections that by their terms impose continuing obligations or establish continuing rights shall be deemed to survive the expiration/termination of this Agreement.

**Validity and Waiver:** The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of other provisions. Waiver of a breach of any provision shall not constitute a waiver of any subsequent breach of that provision, or a breach of any other provision. AHP's failure to enforce any provision of this Agreement shall not be construed as a waiver. Only AHP's Contracting Officer has the authority to waive any term or condition of this Subcontract on behalf of AHP.

**Interpretation:** This Agreement shall be interpreted and construed in accordance with its fair meaning, and not strictly for or against either party, regardless of who may have drafted it or any specific provision.

**Third Party Beneficiaries:** This Agreement shall not be construed so as to give any person or entity, other than the parties, any legal or equitable claim or right.

**Counterparts/Other Instruments:** The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. The parties shall properly make, execute, and deliver such other and further instruments as may be reasonable, necessary, desirable, or convenient to give full force and effect to this Agreement.

**Binding Effect:** This Agreement shall be binding upon the parties, their successors and assigns.

## ATTACHMENT B

### 1. Federal Equal Opportunity Requirements

- a. The Subcontractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Subcontractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action 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 career development opportunities and selection for training, including apprenticeship. The Subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or AHP, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Subcontractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Subcontractor will, in all solicitations or advancements for employees placed by or on behalf of the Subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Subcontractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Subcontractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Subcontractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Subcontractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Subcontractor's noncompliance with the requirements of the provisions

herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Subcontractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. The Subcontractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Subcontractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or AHP may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Subcontractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by AHP, the Subcontractor may request in writing to AHP, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

## 2. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are authorized to be reimbursed with Agreement funds.)

Reimbursement for travel and/or per diem expenses from AHP under this Agreement shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (CalHR), for nonrepresented state employees as stipulated in DHCS' Travel Reimbursement Information Exhibit in Attachment B-Special Subcontract Requirements. If the CalHR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. Exceptions to California Department of Human Resources (CalHR) rates may be approved by AHP upon the submission of a statement by the Subcontractor indicating that such rates are not available to the Subcontractor. No travel outside the State of California shall be reimbursed without prior authorization from DHCS. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation-

## 3. Procurement Rules

Applicable to agreements in which equipment/property, commodities and/or supplies are furnished by AHP or DHCS or expenses for said items are reimbursed by funds with state or federal funds provided under this Agreement.

### a. Equipment/Property definitions

Wherever the term equipment and/or property is used, the following definitions shall apply:

- (1) **Major equipment/property:** A tangible or intangible item having a base unit cost of

**\$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.

- (2) **Minor equipment/property:** A tangible item having a base unit cost of **less than \$5,000** with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement.
- b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.
- c. In special circumstances, determined by AHP (e.g., when AHP has a need to monitor certain purchases, etc.), AHP may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. AHP reserves the right to either deny claims for reimbursement or to request repayment for any Subcontractor purchase that AHP determines to be unnecessary in carrying out performance under this Agreement.
- d. The Subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. AHP and the State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Subcontractor at any time.
- e. For all purchases, the Subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Subcontractor for inspection or audit.
- f. AHP may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Subcontractor no less than 30 calendar days written notice.

#### **4. Equipment/Property Ownership / Inventory / Disposition**

(Applicable to agreements in which equipment/property is furnished by DHCS and/or AHP when said items are purchased or reimbursed by DHCS with state or federal funds provided under this Agreement.)

- a. Wherever the term equipment and/or property is used in Provision 4, the definitions in Paragraph a of Provision 3 shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that is purchased/reimbursed with Agreement funds or furnished by AHP under the terms of this Agreement shall be considered state equipment and the property of AHP and DHCS.

- (1) **Reporting of Equipment/Property Receipt** - AHP requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by AHP or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Subcontractor shall report the receipt to the AHP. To report the receipt of said items and to receive property tags, Subcontractor shall use a form or format designated by AHP. If the appropriate form does not accompany this Agreement, Subcontractor shall request a copy from AHP.

- (2) **Annual Equipment/Property Inventory** - If the Subcontractor enters into an agreement with a term of more than twelve months, the Subcontractor shall submit an annual inventory of state equipment and/or property to the AHP using a form or format designated by AHP. If an inventory report form does not accompany this Agreement, Subcontractor shall request a copy from AHP. Subcontractor shall:
- (a) Include in the inventory report, equipment and/or property in the Subcontractor's possession and/or in the possession of a subcontractor (including independent consultants).
  - (b) Submit the inventory report to AHP according to the instructions appearing on the inventory form or issued by AHP.
  - (c) Contact AHP to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by AHP.
- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
- c. Unless otherwise stipulated, AHP or DCHS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Subcontractor's facility which may be affected by the removal of any state equipment and/or property.
- d. The Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.
- (1) In administering this provision, AHP may require the Subcontractor to repair or replace, to AHP's satisfaction, any damaged, lost or stolen state equipment and/or property. In the event of state equipment and/or miscellaneous property theft, Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Subcontractor shall promptly submit one copy of the theft report to AHP.
- e. Unless otherwise stipulated by the Program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by AHP under the terms of this Agreement, shall only be used for performance of this Agreement or another DHCS agreement.
- f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Subcontractor shall provide a final inventory report of equipment and/or property to AHP and shall, at that time, query DHCS as to the requirements, including the manner and method, of returning state equipment and/or property to AHP. Final disposition of equipment and/or property shall be at AHP expense and according to AHP instructions. Equipment and/or property disposition instructions shall be issued by AHP immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, AHP OR DHCS may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different DHCS agreement.

## 5. Subcontract Requirements

- a. AHP reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Subcontractor to terminate subcontracts entered into in support of this Agreement.
  - (1) Upon receipt of a written notice from AHP requiring the substitution and/or termination of a subcontract, the Subcontractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHCS.
- b. Actual subcontracts (i.e., written agreement between the Subcontractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of AHP. AHP may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by AHP.
- c. Subcontractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by AHP, make copies available for approval, inspection, or audit.
- d. AHP assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Subcontractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
- e. The Subcontractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- f. The Subcontractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.
- g. The subcontractor agrees to maintain and preserve, until three years after termination of Agreement No. 21-10349 and final payment from AHP, to permit AHP or DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records.
- h. Unless otherwise stipulated in writing by AHP, the Subcontractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.
- i. Subcontractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7,8, 10, 11, 12, 13, 14, 17, 19, 20, 24, 32 and/or other numbered provisions herein that are deemed applicable.

## 6. Income Restrictions

Unless otherwise stipulated in this Agreement, the Subcontractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Subcontractor under this Agreement shall be paid by the Subcontractor to AHP so that AHP can pay DHCS, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by AHP under this Agreement.

## 7. Audit and Record Retention

- a. The Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Subcontractor agrees that AHP, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Subcontractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Subcontractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896.77)
- d. The Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
  - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
  - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- f. The Subcontractor shall, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 (2014).

## **8. Site Inspection**

AHP, DHCS and or SAMHSA has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Subcontractor, the Subcontractor shall provide and shall require subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.



## 9. Federal Contract Funds

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, the Agreement shall be amended to reflect any reduction in funds.
- d. AHP and DHCS has the option to invalidate or cancel the Agreement with 30 days advance written notice or to amend the Agreement to reflect any reduction in funds.

## 10. Intellectual Property Rights

### a. Ownership

- (1) Except where AHP has agreed in a signed writing to accept a license, AHP or DHCS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Subcontractor or AHP and which result directly or indirectly from this Agreement.
- (2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
  - (a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.
- (3) In the performance of this Agreement, Subcontractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Subcontractor may access and utilize certain of AHP's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Subcontractor shall not use any of AHP's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of

AHP. **Except as otherwise set forth herein, AHP shall not give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Subcontractor accesses any third-party Intellectual Property that is licensed to AHP, Subcontractor agrees to abide by all license and confidentiality restrictions applicable to AHP in the third-party's license agreement.

- (4) Subcontractor agrees to cooperate with AHP in establishing or maintaining AHP's and/or DHCS exclusive rights in the Intellectual Property, and in assuring AHP's or DHCS' sole rights against third parties with respect to the Intellectual Property. If the Subcontractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Subcontractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to AHP and/or DHCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or AHP and which result directly or indirectly from this Agreement or any subcontract.
- (5) Subcontractor further agrees to assist and cooperate with AHP/DHCS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce AHP'S Intellectual Property rights and interests.

**b. Retained Rights / License Rights**

- (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Subcontractor or AHP and which result directly or indirectly from this Agreement, Subcontractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Subcontractor hereby grants to DHCS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Subcontractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Subcontractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
- (2) Nothing in this provision shall restrict, limit, or otherwise prevent Subcontractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Subcontractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of AHP or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

**c. Copyright**

- (1) Subcontractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Subcontractor in connection with Subcontractor's performance of this Agreement shall be deemed "works made for hire". Subcontractor further agrees that the work of each person utilized by Subcontractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Subcontractor or that person has entered into an agreement with Subcontractor to perform the work. Subcontractor shall enter into a written agreement with any such person that: (i) all work performed for Subcontractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to AHP and/or DHCS to

any work product made, conceived, derived from, or reduced to practice by Subcontractor or AHP and which result directly or indirectly from this Agreement.

- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or AHP and which result directly or indirectly from this Agreement, shall include AHP's or DHCS' notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2010, etc.], This material may not be reproduced or disseminated without prior written permission from AHP." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

**d. Patent Rights**

With respect to inventions made by Subcontractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Subcontractor hereby grants to AHP and/or DHCS a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Subcontractor agrees to assign to AHP and/or DCHS, without additional compensation, all its right, title and interest in and to such inventions and to assist AHP and/or DCHS in securing United States and foreign patents with respect thereto.

**e. Third-Party Intellectual Property**

Except as provided herein, Subcontractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Subcontractor or third party without first: (i) obtaining AHP's prior written approval; and (ii) granting to or obtaining for AHP and/or DHCS, without additional compensation, a license, as described in Section b of this provision, for any of Subcontractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon the these terms is unattainable, and AHP determines that the Intellectual Property should be included in or is required for Subcontractor's performance of this Agreement, Subcontractor shall obtain a license under terms acceptable to AHP and/or DHCS.

**f. Warranties**

- (1) Subcontractor represents and warrants that:

- (a) It is free to enter into and fully perform this Agreement.
- (b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
- (c) Neither Subcontractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Subcontractor or DHCS or AHP and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged

violation of any such right by Subcontractor.

- (d) Neither Subcontractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
  - (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
  - (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to AHP or DHCS in this Agreement.
  - (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
  - (h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Subcontractor's performance of this Agreement.
- (2) AHP NOR DHCS MAKE NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

**g. Intellectual Property Indemnity**

- (1) Subcontractor shall indemnify, defend and hold harmless AHP and DHCS and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Subcontractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Subcontractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of AHP's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Subcontractor or DCHS or AHP and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. AHP reserves the right to participate in and/or control, at Subcontractor's expense, any such infringement action brought against AHP.
- (2) Should any Intellectual Property licensed by the Subcontractor to AHP under this Agreement become the subject of an Intellectual Property infringement claim, Subcontractor will exercise its authority reasonably and in good faith to preserve AHP's right to use the licensed Intellectual Property in accordance with this Agreement at no

expense to AHP. AHP shall have the right to monitor and appear through its own counsel (at Subcontractor's expense) in any such claim or action. In the defense or settlement of the claim, Subcontractor may obtain the right for AHP to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, AHP shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

- (3) Subcontractor agrees that damages alone would be inadequate to compensate AHP or DHCS for breach of any term of this Intellectual Property Exhibit by Subcontractor. Subcontractor acknowledges AHP or DHCS would suffer irreparable harm in the event of such breach and agrees AHP shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

#### **h. Federal Funding**

Based upon this Agreement is funded by the federal government, AHP and DHCS may acquire and maintain the Intellectual Property rights, title, and ownership which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have the permit others to do so.

### **11. Air or Water Pollution Requirements**

Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement is exempt by law.

- a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 7606) section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.
- b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Clean Water Act (33 U.S.C. 1251 et seq.), as amended.

### **12. Prior Approval of Training Seminars, Workshops or Conferences**

Subcontractor shall obtain prior AHP approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Subcontractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Subcontractor to conduct routine business matters.

### **13. Confidentiality of Information**

- a. The Subcontractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- b. The Subcontractor and its employees, agents shall not use such identifying information for any purpose other than carrying out the subcontractor's obligations under this Agreement.
- c. The Subcontractor and its employees, agents shall promptly transmit to the AHP Contract Office or Project Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. The Subcontractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than AHP without prior written authorization from the AHP Contract Office or Project Manager, except if disclosure is required by State or Federal law.
- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- f. As deemed applicable by AHP/DHCS, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

**14. Documents, Publications and Written Reports**

(Applicable to agreements over \$5,000 under which publication, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports, and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000.

**15. Financial and Compliance Audit Requirements**

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code Section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code Section 38030)
- c. The Subcontractor, as indicated below, agrees to obtain one of the following audits:

(1) ***If the Subcontractor is a nonprofit organization (as defined in H&S Code Section 38040) and receives \$25,000 or more from any State agency under a direct service contract or agreement;*** the Subcontractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit

shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

(2) ***If the Subcontractor is a nonprofit organization (as defined in H&S Code Section 38040) and receives less than \$25,000 per year from any State agency under a direct service contract or agreement,*** the Subcontractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

(3) ***If the Subcontractor is a State or Local Government entity or Nonprofit organization (as defined by 2 C.F.R. §§ 200.64, 200.70, and 200.90) and expends \$750,000 or more in Federal awards,*** the Subcontractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in 2 C.F.R. 200.501 entitled "Audit Requirements". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:

(a) The Subcontractor is a recipient expending Federal awards received directly from Federal awarding agencies, or

(b) The Subcontractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.

(4) If the Subcontractor submits to DHCS a report of an audit other than a 2 C.F.R. 200.501 audit, the Subcontractor must also submit a certification indicating the Subcontractor has not expended \$750,000 or more in federal funds for the year covered by the audit report.

d. Two copies of the audit report shall be delivered to the DHCS program funding this Agreement. The audit report must identify the Subcontractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the DHCS Program Contract Manager shall forward the audit report to DHCS' Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.

e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Subcontractor's total revenue. The AHP program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.

f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.

g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.

h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Subcontractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.

i. The State may, at its option, direct its own auditors to perform either of the audits described

above. The Subcontractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.

j. The Subcontractor shall include a clause in any agreement the Subcontractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.

k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

#### **16. Human Subjects Use Requirements**

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Subcontractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

#### **17. Debarment and Suspension Certification**

(Applicable to all agreements funded in part or whole with federal funds.)

a. By signing this Agreement, the Subcontractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 2 CFR 180, 2 CFR 376

b. By signing this Agreement, the Subcontractor certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

(2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) violation of Federal or State antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and



(4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(5) Have not, within a three-year period preceding this application/proposal/agreement, engaged in any of the violations listed under 2 CFR Part 180, Subpart C as supplemented by 2 CFR Part 376.

(6) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

(7) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

c. If the Subcontractor is unable to certify to any of the statements in this certification, the Subcontractor shall submit an explanation to AHP and the DHCS Program Contract Manager.

d. The terms and definitions herein have the meanings set out in 2 CFR Part 180 as supplemented by 2 CFR Part 376.

e. If the Subcontractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHCS may terminate this Agreement for cause or default.

#### **18. Smoke-Free Workplace Certification**

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.

c. By signing this Agreement, Subcontractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.

d. Subcontractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

#### **19. Covenant Against Contingent Fees**

The Subcontractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Subcontractor for the purpose of securing business. For breach or violation of this warranty, AHP shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the fully amount of such commission, percentage, and brokerage or contingent fee.

**20. Payment Withholds**

(Applicable only if a final report is required by this Agreement. Not applicable to government entities)  
Unless waived or otherwise stipulated in this Agreement, AHP may, at its discretion, withhold 10 percent (10%) of the face amount of the Agreement, 50 percent (50%) of the final invoice, or \$3,000 whichever is greater, until AHP receives a final report that meets the terms, conditions and/or scope of work requirements of this Agreement.

**21. Performance Evaluation**

Not applicable to grant agreements  
AHP may, at its discretion, evaluate the performance of the Subcontractor at the conclusion of this Agreement. If performance is evaluated, the evaluation shall not be a public record and shall remain on file with AHP. Negative performance evaluation may be considered by AHP prior for making future contract awards.

**22. Officials Not to Benefit**

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

**23. Four-Digit Date Compliance**

(Applicable to agreements in which Technology (IT) services are provided to AHP or if IT equipment is procured.)  
Subcontractor warrants that it will provide only Four-Digit Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Agreement and does not limit the generality of warranty obligations set forth elsewhere herein.

**24. Prohibited Use of State Funds for Software**

(Applicable to agreements in which computer software is used in performance of the work.)  
Subcontractor certifies that I has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright law.

**25. Use of Small, Minority Owned and Women's Businesses**

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)  
Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e. procurement of goods and/or services). Subcontractors shall take all of the following steps to further this goal.

1. Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
2. Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.

3. Consider in the contract process whether firms competing for larger contracts intended to subcontract with small businesses, minority-owned firms, and women's business enterprises.
4. Encourage contracting with consortiums of small businesses, minority-owned firms, and women's business enterprises when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms, and women's business enterprises.

**26. Alien Ineligibility Certification**

(Applicable to sole proprietors entering federally funded agreements.)

By signing this Agreement, the Subcontractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. 1601, et seq.)

**27. Union Organizing**

(Applicable only to grant agreements.)

Subgrantee, by signing this Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Agreement. Furthermore, Subgrantee, by signing this Agreement hereby certifies that:

- d. No state funds disbursed by this grant will be used to assist, promote, or deter union organizing.
- e. Subgrantee shall account for state funds disbursed for a specific expenditure by this grant, to show how those funds were allocated to that expenditure.
- f. Subgrantee shall, where state funds are not designated as described in herein, allocate, on a pro-rata basis, all disbursements that support the grant program.
- g. If Subgrantee makes expenditures to assist, promote or deter union organizing, Subgrantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Subgrantee shall provide those records to the Attorney General upon request.

**28. Agreement Uniformity (Fringe Benefit Allowability)**

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, DHCS sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.

b. As used herein, fringe benefits do not include:

1. Compensation for personal services paid currently or accrued by the Subcontractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
2. Directors and executive committee member's fees.
3. Incentive awards and/or bonus incentive pay.
4. Allowances for off-site pay.
5. Location allowances.
6. Hardship pay.
7. Cost-of-living differentials.

c. Specific allowable fringe benefits include:

1. Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e. health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written

organization policies and meet all legal and Internal Revenue Service requirements.

- d. To be an allowable fringe benefit, the cost must meet the following criteria:
1. Be necessary and reasonable for the performance of the Agreement.
  2. Be determined in accordance with generally accepted accounting principles.
  3. Be consistent with policies that apply uniformly to all activities of the Subcontract.
- e. Subcontractor agrees that all fringe benefits shall be at actual cost.

### **29. Suspension or Stop Work Notification**

- a. AHP may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by the funding Program's Contract Manager. Upon receipt of said notice, the Subcontractor is to suspend and/or stop all, or any part, of the work called for by this Agreement.
- b. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within 30 working days of the verbal notification. The suspension or stop work notification shall remain in effect until further written notice is received from AHP. The resumption of work (in whole or part) will be at AHP's discretion and upon receipt of written confirmation.
- (1) Upon receipt of a suspension or stop work notification, the Subcontractor shall immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.
- (2) Within 90 days of the issuance of a suspension or stop work notification, AHP shall either:
- (a) Cancel, extend, or modify the suspension or stop work notification; or
  - (b) Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.
- c. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Subcontractor may resume work only upon written concurrence of AHP.
- d. If the suspension or stop work notification is cancelled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or agreement terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.
- e. If a suspension or stop work notification is not canceled and the Agreement is cancelled or terminated pursuant to the provision entitled Cancellation / Termination, AHP shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.
- f. AHP shall not be liable to the Subcontractor for loss of profits because of any suspension or stop work notification issued under this clause.

### **30. Public Communications**

"Electronic and printed documents developed and produced, for public communications shall follow the following requirements to comply with Section 508 of the Rehabilitation Act and the American with Disabilities Act:

- A. Ensure visual-impaired, hearing impaired and other special needs audiences are provided material information in formats that provide the most assistance in making informed choices.”

### **31. Compliance with Statutes and Regulations**

- a. The Subcontractor shall comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Subcontractor’s performance under the Agreement.
- b. These authorities include, but are not limited to, Title 2, Code of Federal Regulations (CFR) Part 200, subpart F, Appendix II; Title 42 CFR Part 431; subpart F; Title 42 CFR Part 433, subpart D; Title 42 CFR 434; Title 45 CFR Part 75, subpart D; and title 45 CFR Part 95, subpart F. To the extent applicable under federal law, this Agreement shall incorporate the contractual provisions in these federal regulations and they shall supersede any conflicting provisions in this Agreement.

### **32. Lobbying Restrictions and Disclosure Certification**

(Applicable to federally funded agreements in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

- a. Certification and Disclosure Requirements
  1. Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant or subgrant, which is subject to Section 1352 of the 31, U.S.C., are which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled “Certification Regarding Lobbying”) that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
  2. Each recipient shall file a disclosure (in the form set forth in Attachment2, entitled “Standard Form-LLL ‘disclosure of Lobbying Activities”) if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with an agreement, or grant or any extension or amendment of that agreement, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
  3. Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure from previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
    - a. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
    - b. A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or
    - c. A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
  4. Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
  5. All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to AHP Contract Office or Project Manager.

b. Prohibition

Section 1352 of Title 31 U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, or agreement, grant, loan or cooperative agreement.

**33. Avoidance of Conflicts of Interest by Subcontractor**

1. AHP intends to avoid any real or apparent conflict of interest on the part of the Subcontractors, or employees, officers and Directors of the subcontractors. This AHP reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Subcontractor to submit additional information or a plan for resolving the conflict, subject to AHP review and prior approval.
2. Conflicts of interest include, but are not limited to:
  - a. An instance where the subcontractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the Agreement would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the Agreement.
  - b. An instance where the subcontractor's employees, officers, or Directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
3. If AHP is or becomes aware of a known or suspected conflict of interest, the Subcontractor will be given an opportunity to submit additional information or to resolve the conflict. A Subcontractor with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by AHP to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by AHP and cannot be resolved to the satisfaction of AHP, the conflict will be grounds for terminating the Agreement. AHP may, at its discretion upon receipt of a written request from the Subcontractor, authorize an extension of the timeline indicated herein.

**34. Subcontractor Conduct and Filing Requirements**

- A. When a Subcontractor performs work on DHCS premises, the Subcontractor shall follow and adhere to all DHCS policies and procedures including, but not limited to, those governing health and safety, nondiscrimination, appropriate vehicle use, travel reimbursement, security and confidentiality of information, incompatible activities, acceptable employee conduct, information technology protocols and requirements, workplace violence prevention, and conflict of interest filing instructions (if applicable). Subcontractors may not access DHCS confidential, personal, or sensitive information until they have been trained on the DHCS policies and procedures for information privacy and security and sign a Confidentiality Statement. The training may be accomplished through ton-line Privacy/Security Training on the DHCS intranet.
- B. Certain Subcontractors designated by the DHCS' Conflict of Interest Code are required to complete and file a Statement of Economic Interests, Form 700. The Subcontractor agrees that if the Director of DHCS or his/her designee determines that a Statement of Economic Interests, Form 700, is required based upon the nature of the services that are to be performed, the Subcontractor shall be so notified by DHCS and the Subcontractor shall obtain a Form 700 and filing instructions from DHCS' Personnel Office or the Fair Practices Commission and

fully complete the Form 700. The Subcontractor shall file the completed Form 700 in a timely manner with the DHCS Personnel Office and submit a copy to the DHCS Program Contract Manager. Failure to obtain, complete or file a Form 700 in a timely manner as instructed by DHCS, may result in immediate contract termination or Subcontract substitution/replacement.

**35. Prohibited Follow-on Subcontracts**


- A.** No person, firm or subsidiary thereof who has been awarded a subcontract agreement may submit a bid for, nor be awarded an agreement for, the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end production of this Subcontract agreement.
- B.** Paragraph A does not apply at any person, firm or subsidiary thereof who is awarded a subcontract agreement which totals more than 10 percent of the total monetary value of the consulting services agreement.
- C.** Paragraphs A and B do not apply to subcontract agreements subject to Chapter 10 (commencing with Section 4525) of Division 5 of Title 1 of the Government Code.

State of California  
Department of Health Care Services  
**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding, or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

<u>County of Mono</u> <b>Name of Subcontractor</b>  <u>21-10349</u> <b>Contract/Grant Number</b>  <u>Jul 14, 2022</u> <b>Date</b>	<u>Robert Lawton</u> <b>Printed Name of Person Signing for Subcontractor</b>   <b>Signature of Person Signing for Subcontractor</b>  <u>County Administrative Officer</u> <b>Title</b>
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After execution by or on behalf of Subcontractor, please return to:  
California Department of Health Care Services



**CERTIFICATION REGARDING LOBBYING**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

N/A: no lobbying activities to disclose

<b>1. Type of Federal Action:</b> a. Contract b. Grant c. Cooperative agreement d. Loan e. Loan guarantee f. Loan insurance	<b>2. Status of Federal Action:</b> a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> a. Initial filing b. Material change  For Material Change Only: Year _____ Quarter _____ Date of Last Report _____
<b>4. Name and Address of Reporting Entity:</b>  <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known  Congressional District, if known:	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known:	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable, _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$	
<b>10a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):</b>	<b>b. Individuals Performing Services (including address if different from 10a. (Last name, First name, MI):</b>	
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than \$100,000 for each such failure.</b>	Signature: <u>N/A: no lobbying activities to disclose</u>  Print Name: _____  Title: _____  Telephone No. _____  Date: _____	

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date and of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g. the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g. Request for Proposal (RFP) number; Invitation for Bid (IFB); grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g. "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

### Travel Reimbursement Information

(Lodging and Per Diem Reimbursement - Effective for travel on/after January 1, 2021)

1. The following rate policy is to be applied for reimbursing the travel expenses of persons under contract. The terms "contract" and/or "subcontract" have the same meaning as "grantee" and/or "subgrantee" where applicable.
  - a. Reimbursement for travel and/or per diem shall be at the rates established for non-represented/excl used state employees. Exceptions to California Department of Human Resources (CalHR) lodging rates may be approved by the Department of Health Care Services (DHCS) upon the receipt of a statement on/with an invoice indicating that State employee travel rates are not available.
  - b. Short Term Travel is defined as a 24-hour period, and less than 31 consecutive days, and is at least 50 miles from the main office, headquarters, or primary residence. Starting time is whenever a contract or subcontract employee leaves his or her home or headquarters. "Headquarters" is defined as the place where the contracted personnel spend the largest portion of their working time and returns to upon the completion of assignments. Headquarters may be individually established for each traveler and approved verbally or in writing by the program funding the agreement. Verbal approval shall be followed up in writing or email.
  - c. Contractors on travel status for more than one 24-hour period and less than 31 consecutive days may claim a fractional part of a period of more than 24 hours. Consult the chart appearing on Page 2 of this document to determine the reimbursement allowance. All lodging reimbursement claims must be supported by a receipt\*. If a contractor does not or cannot present receipts, lodging expenses will not be reimbursed.

1) Lodging (with receipts\*):

Travel Location/Area	Reimbursement Rate
AH counties (except the counties identified below)	\$ 90.00 plus tax
Counties of Sacramento, Napa, Riverside	\$ 95.00 plus tax
Marin	\$110.00 plus tax
Counties of Los Angeles (except City of Santa Monica), Orange, Ventura, and Edwards AFB	\$120.00 plus tax
Counties of Monterey and San Diego	\$125.00 plus tax
Counties of Alameda, San Mateo, and Santa Clara	\$140.00 plus tax
City of Santa Monica	\$150.00 plus tax
San Francisco	\$250.00 plus tax

Reimbursement for actual lodging expenses that exceed the above amounts may be allowed with the advance approval of the Deputy Director of DHCS or his or her designee. Receipts are required.

\*Receipts from Internet lodging reservation services such as Priceline.com which require prepayment for that service, ARE NOT ACCEPTABLE LODGING RECEIPTS and are not reimbursable without a valid lodging receipt from a lodging establishment

2.) Meal/Supplemental Expenses: With substantiating receipts, a contractor may claim actual expenses. Incurred up to the following maximum reimbursement rates for each full 24-hour period of travel.

<b>Meals/Expense</b>	<b>Reimbursement Rate</b>
Breakfast	\$7.00
Lunch	\$11.00
Dinner	\$23.00
Incidental expenses	\$5.00

- d. Out-of-state travel may only be reimbursed if such travel is necessitated by the scope or statement of work and has been approved in advance by the program with which the contract is held. For out-of-state travel, contractors may be reimbursed actual lodging expenses, supported by a receipt, and may be reimbursed for meals and supplemental expenses for each 24-hour period computed at the rates listed in c. (2) above. For all out-of-state travel, contractors/subcontractors must have prior DHCS written or verbal approval. Verbal approval shall be confined in writing (email or memo).
  - e. In computing allowances for continuous periods of travel of less than 24 hours, consult the Per Deim Reimbursement Guide.
  - f. No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours unless expenses are incurred at least 50 miles from headquarters.
2. If any of the reimbursement rates stated herein is changed by CalHR, no formal contract amendment will be required to incorporate the new rates. However, DHCS shall inform the subcontractor, in writing, of the revised travel reimbursement rates and the applicable effective date of any rate change. At DHCS' discretion, changes or revisions made by DHCS to this exhibit, excluding travel reimbursement policies established by CalHR may be applied retroactively to any agreement to which a Travel Reimbursement Information exhibit is attached, incorporated by reference, or applied by DHCS program policy. Changes to the travel reimbursement rates stated herein may not be applied earlier than the date a rate change is approved by CalHR.
  3. For transportation expenses. The subcontractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipt pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.
  4. Auto mileage reimbursement: If a subcontractor uses his/her or a company car for transportation, the rate of reimbursement will be 0.56 cents maximum per mile. If a subcontractor uses his/her or a company car "in lieu or airfare, the air coach fare will be the maximum paid by the State. The subcontractor must provide a cost comparison upon request by the State. Gasoline and routine automobile repair expenses are not reimbursable.
  5. The subcontractor is required to furnish details surrounding each period of travel. Travel expense reimbursement detail may include, but not be limited to purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc. Reimbursement for travel expenses may be withheld pending receipt of adequate travel documentation.
  6. Subcontractors are to consult with program funding the contract to obtain specific invoicing procedures.

### Per Diem Reimbursement Guide

Length of travel period:	And this condition exists:	Meal allowed with receipt:
Less than 24 hours	<ul style="list-style-type: none"> <li>• Trip begins at or before 6:00 a.m. and ends at or after 9:00 a.m.</li> <li>• Trip ends at least one hour after the regularly scheduled workday ends or begins at or before 4:00 p.m. and ends after 7:00 p.m.</li> </ul> <p><i>Lunch or Incidentals cannot be claimed on one-day trips.</i></p>	Breakfast  Dinner
24 hours or more	<ul style="list-style-type: none"> <li>• Trip begins at or before 6:00 a.m</li> <li>• Trip begins at or before 11:00 a.m.</li> </ul>	Breakfast  Lunch
	<ul style="list-style-type: none"> <li>• Trip begins at or before 5:00 p.m.</li> </ul>	Dinner
More than 24 hours	<ul style="list-style-type: none"> <li>• Trip ends at or after 8:00 a.m.</li> </ul>	Breakfast
	<ul style="list-style-type: none"> <li>• Trip ends at or after 2:00 p.m.</li> </ul>	Lunch
	<ul style="list-style-type: none"> <li>• Trip ends at or after 7:00 p.m</li> </ul>	Dinner
<p>The following meals may not be claimed for reimbursement: meals provided by the State, meals included in hotel expenses or conference fees, meals included in transportation costs such as airline tickets, or meals that are otherwise provided. Snacks and/or continental breakfasts such as rolls, juice, and coffee are not considered to be a meal.</p> <p>No meal expense may be claimed for reimbursement more than once in any given 24-hour period.</p>		

## Business Associate Addendum

1. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (HIPAA) and its implementing privacy and security regulations at 45 Code of Federal Regulations, Parts 160 and 164 (collectively, and as used in this Agreement)
2. The term "Agreement" as used in this document refers to and includes both this Business Associate Addendum and the contract to which this Business Associate Agreement is attached as an exhibit, if any.
3. For purposes of this Agreement, the term "Business Associate" shall have the same meaning as set forth in 45 CFR section 160.103.
4. Subcontractor, the Covered Entity, understands that Business Associate may create, receive, maintain, transmit to DHCS or aggregate certain information pursuant to the terms of this Agreement, some of which information may constitute Protected Health Information (PHI) and/or confidential information protected by Federal and/or state laws.
  - 4.1 As used in this Agreement and unless otherwise stated, the term "PHI" refers to and includes both "PHI" as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act (IPA) at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.
  - 4.2 As used in this Agreement, the term "confidential information" refers to information not otherwise defined as PHI in Section 4.1 of this Agreement, but to which state and/or federal privacy and/or security protections apply.
5. Business Associate is acting on DHCS's behalf and provides services or arranges, performs or assists in the performance of functions or activities on behalf of DHCS, and may create, receive, maintain, transmit, aggregate, use or disclose PHI (collectively, "use or disclose PHI") in order to fulfill Business Associate's obligations under this Agreement. Business Associate and Subcontractor are each a party to this Agreement and are collectively referred to as the "parties."
6. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms in HIPAA and/or the IPA. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.
7. **Permitted Uses and Disclosures of PHI by Business Associate.** Except as otherwise indicated in this Agreement, Business Associate may use or disclose PHI, inclusive of de-identified data derived from such PHI, only to perform functions, activities or services specified in this Agreement on behalf of Covered Entity, provided that such use or disclosure would not violate HIPAA or other applicable laws if done by Business Associate.
  - 7.1 **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Agreement, Business Associate may use and disclose PHI if necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Business Associate may disclose PHI for this purpose if the disclosure is required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person. The person shall notify the Business Associate of any instances of which the person is aware that the confidentiality of the information has been breached, unless such person is a treatment provider not acting as a business associate of Business Associate.

## 8. Compliance with other Applicable Law

- 8.1 To the extent that other state and/or federal laws provide additional, stricter and/or more protective (collectively, more protective) privacy and/or security protections to PHI or other confidential information covered under this Agreement beyond those provided through HIPAA, Business Associate agrees:
  - 8.1.1 To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned: and
  - 8.1.2 To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate, pursuant to Section 18. of this Agreement.
- 8.2 Examples of laws that provide additional and/or stricter privacy protections to certain types of PHI and/or confidential information, as defined in Section 4. of this Agreement, include, but are not limited to the Information Practices Act. California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.
- 8.3 If Business Associate is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, Business Associate agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) under the definition of QSO in 42 CFR section 2.11.

## 9. Additional Responsibilities of Business Associate

- 9.1 **Nondisclosure.** Business Associate shall not use or disclose PHI or other confidential information other than as permitted or required by this Agreement or as required by law.
- 9.2 **Safeguards and Security.**
  - 9.2.1 Business Associate shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and other confidential data and comply, where applicable, with subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the information other than as provided for by this Agreement. Such safeguards shall be based on applicable Federal Information Processing Standards (FIPS) Publication 199 protection levels.
  - 9.2.2 Business Associate shall, at a minimum, utilize an industry-recognized security framework when selecting and implementing its security controls, and shall maintain continuous compliance with its selected framework as it may be updated from time to time. Examples of industry-recognized security frameworks include but are not limited to
    - 9.2.2.1 NIST SP 800-53 - National Institute of Standards and Technology Special Publication 800-53
    - 9.2.2.2 FedRAMP - Federal Risk and Authorization Management Program
    - 9.2.2.3 PCI- PCI Security Standards Council
    - 9.2.2.4 ISO/IEC 27002 - International Organization for Standardization/International Electrotechnical Commission standard 27002

- 9.2.2.5** IRS PUB 1075 - Internal Revenue Service Publication 1075
- 9.2.2.6** HITRUST CSF - HITRUST Common Security Framework
- 9.2.3** Business Associate shall employ FIPS 140-2 compliant encryption of PHI at rest and in motion unless Business Associate determines it is not reasonable and appropriate to do so based upon a risk assessment, and equivalent alternative measures are in place and documented as such. In addition, Business Associate shall maintain, at a minimum, the most current industry standards for transmission and storage of PHI and other confidential information.
- 9.2.4** Business Associate shall apply security patches and upgrades, and keep virus software up-to-date, on all systems on which PHI and other confidential information may be used.
- 9.3** **Business Associate's Agent.** Business Associate shall ensure that any agents, subcontractors, subawardees, vendors or others (collectively, "agents") that use or disclose PHI and/or confidential information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI and/or confidential information.
- 10. Mitigation of Harmful Effects.** Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI and other confidential information in violation of the requirements of this Agreement.
- 11. Access to PHI.** Business Associate shall make PHI available in accordance with 45 CFR section 164.524.
- 12. Amendment of PHI.** Business Associate shall make PHI available for amendment and incorporate any amendments to protected health information in accordance with 45 CFR section 164.526.
- 13. Accounting for Disclosures.** Business Associate shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR section 164.528.
- 14. Compliance with DHCS Obligations.** To the extent Business Associate is to carry out an obligation of DHCS under 45 CFR Part 164, Subpart E, comply with the requirements of the subpart that apply to AHP in the performance of such obligation.
- 15. Access to Practices, Books and Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of Covered Entity available to Covered Entity upon reasonable request, and to the federal Secretary of Health and Human Services for purposes of determining DHCS' compliance with 45 CFR Part 164, Subpart E.
- 16. Return or Destroy PHI on Termination; Survival.** At termination of this Agreement, if feasible, Business Associate shall return or destroy all PHI and other confidential information received from, or created or received by Business Associate on behalf of, Covered Entity that Business Associate still maintains in any form and retain no copies of such information. If return or destruction is not feasible, Business Associate shall notify Covered Entity of the conditions that make the return or destruction infeasible, shall determine the terms and conditions under which Business Associate may retain the PHI. If such return or destruction is not feasible, Business Associate shall extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.



**17. Special Provision for SSA Data.** If Business Associate receives data from or on behalf of Covered Entity that was verified by or provided by the Social Security Administration (SSA data) and is subject to an agreement between Covered Entity, Business Associate shall provide, upon request by Covered Entity, a list of all employees and agents and employees who have access to such data.

**18. Breaches and Security Incidents.** Business Associate shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

**18.1 Notice to OHCS.**

**18.1.1** Business Associate shall notify Covered Entity Immediately upon the discovery of a suspected breach or security incident that involves SSA data. This notification will be provided by email upon discovery of the breach. If Business Associate is unable to provide notification by email, then Business Associate shall provide notice by telephone to Covered Entity.

**18.1.2** Business Associate shall notify Covered Entity within 24 hours by email (or by telephone if Business Associate is unable to email Covered Entity) of the discovery of the following, unless attributable to a treatment provider that is not acting as a business associate of Business Associate:

**18.1.2.1** Unsecured PHI if the PHI is reasonably believed to have been accessed or acquired by an unauthorized person;

**18.1.2.2** Any suspected security incident which risks unauthorized access to PHI and/or other confidential information;

**18.1.2.3** Any intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement; or

**18.1.2.4** Potential loss of confidential Information affecting this Agreement.

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI, Business Associate shall take:

**18.1.2.5** Prompt action to mitigate any risks or damages involved with the security incident or breach; and

**18.1.2.6** Any action pertaining to such unauthorized disclosure required by applicable Federal and State law.

**18.2** Investigation. Business Associate shall immediately investigate such security incident or confidential breach.

**18.3** Complete Report. To provide a complete report of the investigation to Covered Entity contacts within ten (10) working days of the discovery of the security incident or breach. This "Final PIR" must include any applicable additional information not included in the Initial Form. The Final PIR Form shall include an assessment of all known factors relevant to a determination of whether a breach occurred under HIPAA and other applicable federal and state laws. The report shall also include a full, detailed corrective action plan, including its implementation date and information on mitigation measures taken to halt and/or contain the improper use or disclosure. If Covered Entity requests information in addition to that requested through the PIR form, Business Associate shall

make reasonable efforts to provide Covered Entity with such information . A "Supplemental PIR" may be used to submit revised or additional information after the Final PIR is submitted. Covered Entity will review and approve or disapprove Business Associate's determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and Business Associate's corrective action plan.

18.3.1 If Business Associate does not complete a Final PIR within the ten (10) working day timeframe, Business Associate shall request approval from Covered Entity within the ten (10) working day timeframe of a new submission timeframe for the Final PIR.

18.4 Notification of Individuals. If the cause of a breach is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate shall notify individuals accordingly and shall pay all costs of such notifications, as well as all costs associated with the breach. The notifications shall comply with applicable federal and state law. DHCS shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.

18.5 Responsibility for Reporting of Breaches to Entities Other than Covered Entity. If the cause of a breach of PHI is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate is responsible for all required reporting of the breach as required by applicable federal and state law.

**19 Responsibility of Covered Entity.** Covered Entity agrees to not request the Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

## **20 Audits, Inspection and Enforcement**

**20.2** If Business Associate is the subject of an audit, compliance review, investigation or any proceeding that is related to the performance of its obligations pursuant to this Agreement, or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, Business Associate shall promptly notify AHP unless it is legally prohibited from doing so.

## **21. Termination**

**21.1 Termination for Cause.** Upon Covered Entity's knowledge of a violation of this Agreement by Business Associate, Covered Entity may in its discretion:

**21.1.1** Provide an opportunity for Business Associate to cure the violation and terminate this Agreement if Business Associate does not do so within the time specified by Covered Entity; or

**21.1.2** Terminate this Agreement if Business Associate has violated a material term of this Agreement.

**21.2 Judicial or Administrative Proceedings.** Covered Entity may terminate this Agreement if Business Associate is found to have violated HIPAA, or stipulates or consents to any such conclusion, in any judicial or administrative proceeding.

## 22. Miscellaneous Provisions

- 22.1 Disclaimer.** Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement will satisfy Business Associate's business needs or compliance obligations. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI and other confidential information.
- 22.2. Amendment.**
- 22.2.1** Any provision of this Agreement which is in conflict with current or future applicable Federal or State laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it, and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.
- 22.2.2** Failure by Business Associate to take necessary actions required by amendments to this Agreement under Section 22.2.1 shall constitute a material violation of this Agreement.
- 22.3 Assistance In Litigation or Administrative Proceedings.** Business Associate shall make itself and its employees and agents available to Covered Entity at no cost to Covered Entity to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its directors, officers and/or employees based upon claimed violation of HIPAA, which involve inactions or actions by the Business Associate.
- 22.4 No Third-Party Beneficiaries.** Nothing in this Agreement is intended to or shall confer, upon any third person any rights or remedies whatsoever.
- 22.5 Interpretation.** The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and other applicable laws.
- 22.6 No Waiver of Obligations.** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

## Attachment C Subcontractor Certification

### Subcontractor Certification Clause

CCC 04/2017

#### CERTIFICATION

I, the official named below, **CERTIFY UNDER PENALTY OF PERJURY** that I am duly authorized to legally bind the prospective Subcontractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Subcontractor/Bidder Firm Name	Federal ID Number
County of Mono	956005661

**By (Authorized Signature)**



**Printed Name and Title of Person Signing**

Robert Lawton, County Administrative Officer

Date Executed	Executed in the County of
Jul 14, 2022	Mono

#### SUBCONTRACTOR CERTIFICATION CLAUSES

##### **PART I - STATEMENT OF COMPLIANCE:**

Subcontractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

##### **PART II - DRUG-FREE WORKPLACE REQUIREMENTS:**

Subcontractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b) Establish a Drug-Free Awareness Program to inform employees about:
  1. the dangers of drug abuse in the workplace;
  2. the person's or organization's policy of maintaining a drug-free workplace;

3. any available counseling, rehabilitation and employee assistance programs; and,
4. penalties that may be imposed upon employees for drug abuse violations.

c) Every employee who works on the proposed Agreement will:

1. Receive a copy of the company's drug-free policy statement; and,
2. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Subcontractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Subcontractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

**NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**

Subcontractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Subcontractor within the immediately preceding two-year period because of Subcontractor's failure to comply with an order of a Federal court which orders Subcontractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

**SUBCONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE-PRO BONO REQUIREMENT**

Subcontractor hereby certifies that subcontractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Subcontractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the Agreement equal to the lessor of 30 multiplied by the number of full-time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any Agreement period of less than a full year or 10% of its Agreement with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services and may be taken into account when determining the award of future contracts with the State for legal services.

**EXPATRIATE CORPORATIONS:**

Subcontractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

**SWEATFREE CODE OF CONDUCT:**

- a. All Subcontractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works Agreement, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the Agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal

sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The subcontractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov) and Public Contract Code Section 6108.

- b. The subcontractor agrees to cooperate fully in providing reasonable access to the subcontractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the subcontractor's compliance with the requirements under paragraph (a).

#### DOMESTIC PARTNERS

For agreements of \$100,000 or more, Subcontractor certifies that Subcontractor is in compliance with Public Contract Code section 10295.3.

#### GENDER IDENTITY

For agreements of \$100,000 or more, Subcontractor certifies that Subcontractor is in compliance with Public Contract Code section 10295.35.

#### DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

#### CONFLICT OF INTEREST:

Subcontractor needs to be aware of the following provisions regarding current or former state employees. If Subcontractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

##### a. Current State Employees (PCC 10410):

1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
2. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

##### b. Former State Employees (PCC 10411):

1. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into an Agreement in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Agreement while employed in any capacity by any state agency.
2. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into an Agreement with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed Agreement within the 12-month period prior to his or her leaving state service.

If Subcontractor violates any provisions of above paragraphs, such action by Subcontractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

**LABOR CODE/WORKERS COMPENSATION:**

Subcontractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Subcontractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

**AMERICAN WITH DISABILITIES ACT:**

Subcontractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

**SUBCONTRACTORS NAME CHANGE:**

An amendment is required to change the Subcontractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

**CORPORATE QUALIFICATION TO DO BUSINESS IN CALIFORNIA:**

- a) When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the subcontractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b) "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate subcontractor performing within the state not be subject to the franchise tax.
- c) Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

**RESOLUTION:**

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

**AIR OR WATER POLLUTION VIOLATION:**

Under the State laws, the Subcontractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

**PAYEE DATA RECORD FORM STD. 204:**

This form must be completed by all subcontractors that are not another state agency or other government entity.

1.CALIFORNIA CIVIL RIGHTS LAWS: For Agreement executed or renewed after January 1, 2017, the subcontractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

2.EMPLOYER DISCRIMINATION POLICIES For Agreements executed or renewed after January 1, 2017, if a con Subcontractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Subcontractor certifies that such policies are not used in violation of the Unruh Civil Rights Act Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code).



## ATTACHMENT D STATEMENT OF WORK

Agency Name: Mono County  
Implementation SOW Start Date: September 15, 2021  
Implementation SOW End Date: June 30, 2025

Item	Time Period	Description/Deliverable	Amount	Due Date
1.	7460.01-0002 Quarter 1 9/15/21 – 12/31/21	<b>INFRASTRUCTURE (Behavioral Health Continuum Infrastructure Program [BHCIP] Funds)</b> <b>Activities/Deliverables that build the CCMU Infrastructure</b> <ol style="list-style-type: none"> <li>a. <b>Coordination and planning activities with local and regional organizations and/or to manage multiple CCMUs (\$1,242.00)</b> Develop tiered roll-out of mobile crisis, gather example Memos of Understanding (MOUs) with Emergency Medical Services (EMS) and Sheriff's Office (SO), create grant tracking mechanisms, present before Mono Board of Supervisors, draft workflows for crisis program.</li> <li>b. <b>Dispatch of CCMU Teams (\$10,000.00)</b> Provide two and a half (2.5) months of administrative on-call costs for five to ten (5-10) members of the Mono County Behavioral Health (MCBH) crisis team.</li> </ol>	\$11,242.00	12/31/21
2.	7460.01-002-0000 Quarter 1 9/15/21 – 12/31/21	<b>DIRECT SERVICES (Coronavirus Response and Relief Supplemental Appropriations Act [CRRSAA] Funds)</b> <b>Deliver Mobile Crisis Response Services through ONE team</b> Launch tiered roll-out of mobile crisis response, including collaboration on crisis calls with local law enforcement and EMS.	\$12,000.00	12/31/21
3.	7460.01-0002 Quarter 2 1/1/22 – 3/31/22	<b>INFRASTRUCTURE (BHCIP Funds)</b> <b>Equipment/Property Purchases</b> <ul style="list-style-type: none"> <li>• Eight (8) data plans for tablets @ \$120.00 each</li> <li>• Eight (8) tablets @ \$400.00 each</li> </ul> <b>Activities/Deliverables that build the CCMU Infrastructure</b> <ol style="list-style-type: none"> <li>a. <b>Trainings (\$12,440.00)</b> Purchase verbal intervention for crisis-related de-escalation; additional Mental Health First Aid (MHFA) courses and Crisis Intervention Trainings (CIT)</li> <li>b. <b>Coordination and planning activities with local and regional organizations and/or to manage multiple CCMUs (\$8,330.00)</b> Develop MOU with EMS and SO, development of policies and workflows, sustainability planning, and other planning activities</li> </ol>	\$4,160.00  \$50,015.00	3/31/22

		<p>Hire:</p> <ul style="list-style-type: none"> <li>• One (1) full time employee with title of Director</li> <li>• One (1) full time employee with title of Clinical Supervisor</li> <li>• One (1) part time employee working eighty percent (80%) time with title of Program Manager</li> <li>• Consultant</li> </ul> <p>c. <b>Dispatch of CCMU Teams</b> (\$29,245.00)</p> <ul style="list-style-type: none"> <li>• Provide reimbursement for salary/benefit funding for EMS, SO, and dispatch personnel</li> <li>• Provide back-up consultation staff, including the Director and Clinical Supervisor</li> <li>• Provide administrative on-call costs for five to ten (5-10) members of the MCBH crisis team.</li> </ul>		
4.	7460.01-002-0000 Quarter 2 1/1/22 – 3/31/22	<p><b>DIRECT SERVICES (CRRSAA Funds)</b> <b>Deliver Mobile Crisis Response Services through ONE team</b></p> <ul style="list-style-type: none"> <li>• Provide mobile crisis services by purchasing minute-rate for five to ten (5-10) mobile crisis team workers</li> <li>• Purchase gas cards</li> </ul>	\$18,900.00	3/31/22
5.	7460.01-0002 Quarter 3 4/1/22 – 6/30/22	<p><b>INFRASTRUCTURE (BHCIP Funds)</b> <b>Equipment/Property Purchases</b></p> <ul style="list-style-type: none"> <li>• Eight (8) data plans for tablets @ \$120.00 each</li> </ul> <p><b>Activities/Deliverables that build the CCMU Infrastructure</b></p> <p>a. <b>Trainings</b> (\$12,440.00) Purchase MHFA train the trainer courses and MHFA community courses, CIT for Law Enforcement and EMS participating in CCMU</p> <p>b. <b>Coordination and planning activities with local and regional organizations and/or to manage multiple CCMUs</b> (\$1,242.00) Finalize MOU with EMS and SO, finalize policies and workflows, sustainability planning, and other planning activities. Hire consultant to plan, organize and coordinate events Ongoing salaries for:</p> <ul style="list-style-type: none"> <li>• Director</li> <li>• Clinical Supervisor</li> <li>• Program Manager</li> </ul> <p>c. <b>Dispatch of CCMU Teams</b> (\$32,508.00)</p> <ul style="list-style-type: none"> <li>• Provide reimbursement for salary/benefit funding for EMS, SO, and and dispatch personnel</li> <li>• Provide back-up consultation staff, including the Director and Clinical Supervisor</li> <li>• Pay administrative on-call costs</li> </ul>	\$960.00 \$46,190.00	6/30/22

6.	7460.01-002-0000 Quarter 3 4/1/22 – 6/30/22	<b>DIRECT SERVICES (CRRSAA Funds)</b> <b>Deliver Mobile Crisis Response Services through ONE team</b> <ul style="list-style-type: none"> <li>Provide mobile crisis services by purchasing minute-rate for five to ten (5-10) mobile crisis team workers</li> <li>Purchase gas cards</li> </ul>	\$20,000.00	6/30/22
<b>Year 1 Total:</b>			<b>\$163,467.00</b>	
7.	7460.01-0002 Quarter 4 7/1/22 – 9/30/22	<b>INFRASTRUCTURE (BHCIP Funds)</b> <b>Equipment/Property Purchases</b> <ul style="list-style-type: none"> <li>Eight (8) data plans for tablets @ \$120.00 each</li> </ul> <b>Activities/Deliverables that build the CCMU Infrastructure</b> <ol style="list-style-type: none"> <li><b>Trainings</b> (\$2,800.00) Purchase MHFA train the trainer courses and MHFA community courses</li> <li><b>Coordination and planning activities with local and regional organizations and/or to manage multiple CCMUs</b> (\$1,242.00) Regular meetings, check-ins, and quality/process improvement work, as well as other planning activities. Ongoing salaries for: <ul style="list-style-type: none"> <li>Director</li> <li>Clinical Supervisor</li> <li>Program Manager</li> </ul> Ongoing compensation for Consultant</li> <li><b>Dispatch of CCMU Teams</b> (\$32,058.00) <ul style="list-style-type: none"> <li>Provide reimbursement for salary/benefit funding for EMS, SO, and dispatch personnel</li> <li>Provide back-up consultation staff, including the Director and Clinical Supervisor an estimate of three months of billing.</li> <li>Pay administrative on-call costs</li> </ul> </li> </ol>	\$920.00  \$36,100.00	9/30/22
8.	7460.01-002-0000 Quarter 4 7/1/22 – 9/30/22	<b>DIRECT SERVICES (CRRSAA Funds)</b> <b>Deliver Mobile Crisis Response Services through ONE team</b> <ul style="list-style-type: none"> <li>Provide mobile crisis services by purchasing minute-rate for five to ten (5-10) mobile crisis team workers</li> <li>Purchase gas cards</li> </ul>	\$22,000.00	9/30/22
9.	7460.01-0002 Quarter 5 10/1/22 – 12/31/22	<b>INFRASTRUCTURE (BHCIP Funds)</b> <b>Equipment/Property Purchases</b> <ul style="list-style-type: none"> <li>Eight (8) data plans for tablets @ \$120.00 each</li> </ul> <b>Activities/Deliverables that build the CCMU Infrastructure</b> <ol style="list-style-type: none"> <li><b>Trainings</b> (\$2,800.00) Purchase MHFA community courses and Peer certification specialist trainings</li> </ol>	\$960.00  \$36,100.00	12/31/22

		<p>b. <b>Coordination and planning activities with local and regional organizations and/or to manage multiple CCMUs (\$1,242.00)</b> Regular meetings, check-ins, and quality/process improvement work Ongoing salaries for:</p> <ul style="list-style-type: none"> <li>• Director</li> <li>• Clinical Supervisor</li> <li>• Program Manager</li> </ul> <p>Ongoing compensation for Consultant</p> <p>c. <b>Dispatch of CCMU Teams (\$32,058.00)</b></p> <ul style="list-style-type: none"> <li>• Provide reimbursement for salary/benefit funding for EMS, SO, and dispatch personnel</li> <li>• Provide back-up consultation staff, including the Director and Clinical Supervisor</li> <li>• Pay administrative on-call costs</li> </ul>		
10.	7460.01-002-0000 Quarter 5 10/1/22 – 12/31/22	<p><b>DIRECT SERVICES (CRRSAA Funds)</b> <b>Deliver Mobile Crisis Response Services through ONE team</b></p> <ul style="list-style-type: none"> <li>• Provide mobile crisis services by purchasing minute-rate for five to ten (5-10) mobile crisis team workers</li> <li>• Purchase gas cards</li> </ul>	\$24,900.00	12/31/22
11.	7460.01-0002 Quarter 6 1/1/23 – 3/31/23	<p><b>INFRASTRUCTURE (BHCIP Funds)</b> <b>Equipment/Property Purchases</b></p> <ul style="list-style-type: none"> <li>• Eight (8) data plans for tablets @ \$120.00 each</li> </ul> <p><b>Activities/Deliverables that build the CCMU Infrastructure</b></p> <p>a. <b>Trainings (\$2,800.00)</b> Purchase MHFA community courses, annual crisis intervention and/or de-escalation trainings</p> <p>b. <b>Coordination and planning activities with local and regional organizations and/or to manage multiple CCMUs (\$1,242.00)</b> Regular meetings, check-ins, and quality/process improvement work, Ongoing salaries for:</p> <ul style="list-style-type: none"> <li>• Director</li> <li>• Clinical Supervisor</li> <li>• Program Manager</li> </ul> <p>Ongoing compensation for Consultant</p> <p>c. <b>Dispatch of CCMU Teams (\$32,558.00)</b></p> <ul style="list-style-type: none"> <li>• Provide reimbursement for salary/benefit funding for EMS, SO, and dispatch personnel</li> <li>• Provide back-up consultation staff, including the Director and Clinical Supervisor</li> <li>• Pay administrative on-call costs</li> </ul>	\$960.00 \$36,600.00	3/31/23

12.	7460.01-002-0000 Quarter 6 (Partial) 1/1/23 – 2/14/23	<b>DIRECT SERVICES (CRSAA Funds)</b> <b>Deliver Mobile Crisis Response Services through ONE team</b> <ul style="list-style-type: none"> <li>Provide mobile crisis services by purchasing minute-rate for five to ten (5-10) mobile crisis team workers</li> <li>Purchase gas cards</li> </ul>	\$26,000.00	2/14/23 (Partial Quarter)
13.	7460.01-0002 Quarter 7 4/1/23 – 6/30/23	<b>INFRASTRUCTURE (BHCIP Funds)</b> <b>Equipment/Property Purchases</b> <ul style="list-style-type: none"> <li>Eight (8) data plans for tablets @ \$120.00 each</li> </ul> <b>Activities/Deliverables that build the CCMU Infrastructure</b> <ol style="list-style-type: none"> <li><b>Trainings (\$2,800.00)</b> <ul style="list-style-type: none"> <li>Purchase MHFA community courses, CIT training for Law Enforcement and EMS personnel participating in CCMU, peer certification trainings, de-escalation trainings</li> </ul> </li> <li><b>Coordination and planning activities with local and regional organizations and/or to manage multiple CCMUs (\$1,242.00)</b> Regular meetings, check-ins, and quality/process improvement work Ongoing salaries for: <ul style="list-style-type: none"> <li>Director</li> <li>Clinical Supervisor</li> <li>Program Manager</li> </ul> Ongoing compensation for Consultant</li> <li><b>Dispatch of CCMU Teams (\$32,558.00)</b> <ul style="list-style-type: none"> <li>Provide reimbursement for salary/benefit funding for EMS, SO, and dispatch personnel</li> <li>Provide back-up consultation staff, including the Director and Clinical Supervisor</li> <li>Pay administrative on-call costs</li> </ul> </li> </ol>	\$960.00  \$36,600.00	6/30/23
<b>Year 2 Total:</b>			<b>\$222,100.00</b>	
14.	7460.01-0002 Quarter 8 7/1/23 – 9/30/23	<b>INFRASTRUCTURE (BHCIP Funds)</b> <b>Equipment/Property Purchases</b> <ul style="list-style-type: none"> <li>Eight (8) data plans for tablets @ \$115.00 each</li> </ul> <b>Activities/Deliverables that build the CCMU Infrastructure</b> <ol style="list-style-type: none"> <li><b>Trainings (\$2,800.00)</b> Purchase MHFA community courses, CIT training for Law Enforcement and EMS personnel participating in CCMU, peer certification trainings, de-escalation trainings</li> <li><b>Coordination and planning activities with local and regional organizations and/or to manage multiple CCMUs (\$1,242.00)</b> Regular meetings, check-ins, and quality/process</li> </ol>	\$920.00  \$36,600.00	9/30/23

		<p>improvement work, Ongoing salaries for:</p> <ul style="list-style-type: none"> <li>• Director</li> <li>• Clinical Supervisor</li> <li>• Program Manager</li> </ul> <p>Ongoing compensation for Consultant</p> <p>c. <b>Dispatch of CCMU Teams (\$32,558.00)</b></p> <ul style="list-style-type: none"> <li>• Provide reimbursement for salary/benefit funding for EMS, SO, and dispatch personnel</li> <li>• Provide back-up consultation staff, including the Director and Clinical Supervisor</li> <li>• Pay administrative on-call costs</li> </ul>		
15.	7460.01-0002 Quarter 9 10/1/23 – 12/31/23	<p><b>INFRASTRUCTURE (BHCIP Funds)</b></p> <p><b>Equipment/Property Purchases</b></p> <ul style="list-style-type: none"> <li>• Eight (8) data plans for tablets @ \$120.00 each</li> </ul> <p><b>Activities/Deliverables that build the CCMU Infrastructure</b></p> <p>a. <b>Trainings (\$2,800.00)</b> Purchase trainings MHFA community courses, CIT training for Law Enforcement and EMS personnel participating in CCMU, peer certification trainings, de-escalation trainings</p> <p>b. <b>Coordination and planning activities with local and regional organizations and/or to manage multiple CCMUs (\$1,242.00)</b> Regular meetings, check-ins, and quality/process improvement work Ongoing salaries for:</p> <ul style="list-style-type: none"> <li>• Director</li> <li>• Clinical Supervisor</li> <li>• Program Manager</li> <li>• Ongoing compensation for Consultant</li> </ul> <p>c. <b>Dispatch of CCMU Teams (\$32,558.00)</b></p> <ul style="list-style-type: none"> <li>• Provide reimbursement for salary/benefit funding for EMS, SO, and dispatch personnel</li> <li>• Provide back-up consultation staff, including the Director and Clinical Supervisor</li> <li>• Pay administrative on-call costs</li> </ul>	\$960.00  \$36,600.00	12/31/23
16.	7460.01-0002 Quarter 10 1/1/24 – 3/31/24	<p><b>INFRASTRUCTURE (BHCIP Funds)</b></p> <p><b>Equipment/Property Purchases</b></p> <ul style="list-style-type: none"> <li>• Eight (8) data plans for tablets @ \$120.00 each</li> </ul> <p><b>Activities/Deliverables that build the CCMU Infrastructure</b></p> <p>a. <b>Trainings (\$2,800.00)</b> Purchase MHFA community courses, CIT training for Law Enforcement and EMS personnel participating in CCMU, peer certification trainings, de-escalation trainings, or other related trainings.</p>	\$960.00  \$36,600.00	3/31/24

		<p>b. <b>Coordination and planning activities with local and regional organizations and/or to manage multiple CCMUs (\$1,242.00)</b> Regular meetings, check-ins, and quality/process improvement work Ongoing salaries for:</p> <ul style="list-style-type: none"> <li>• Director</li> <li>• Clinical Supervisor</li> <li>• Program Manager</li> </ul> <p>Ongoing compensation for Consultant</p> <p>c. <b>Dispatch of CCMU Teams (\$33,058.00)</b></p> <ul style="list-style-type: none"> <li>• Provide reimbursement for salary/benefit funding for EMS, SO, and dispatch personnel P</li> <li>• Provide back-up consultation staff, including the Director and Clinical Supervisor</li> <li>• Pay administrative on-call costs</li> </ul>		
17.	7460.01-0002 Quarter 11 4/1/24 – 6/30/24	<p><b>INFRASTRUCTURE (BHCIP Funds)</b> <b>Equipment/Property Purchases</b></p> <ul style="list-style-type: none"> <li>• Eight (8) data plans for tablets @ \$120.00 each</li> </ul> <p><b>Activities/Deliverables that build the CCMU Infrastructure</b></p> <p>a. <b>Trainings (\$2,800.00)</b> Purchase: MHFA community courses, CIT training for Law Enforcement and EMS personnel participating in CCMU, peer certification trainings, de-escalation trainings, or other related trainings.</p> <p>b. <b>Coordination and planning activities with local and regional organizations and/or to manage multiple CCMUs (\$1,242.00)</b> Regular meetings, check-ins, and quality/process improvement work Ongoing salaries for:</p> <ul style="list-style-type: none"> <li>• Director</li> <li>• Clinical Supervisor</li> <li>• Program Manager</li> </ul> <p>Ongoing compensation for Consultant</p> <p>c. <b>Dispatch of CCMU Teams (\$33,058.00)</b></p> <ul style="list-style-type: none"> <li>• Provide reimbursement for salary/benefit funding for EMS, SO, and dispatch personnel</li> <li>• Provide back-up consultation staff, including the Director and Clinical Supervisor</li> <li>• Pay administrative on-call costs</li> </ul>	\$960.00  \$36,600.00	6/30/24
<b>Year 3 Total: \$150,200.00</b>				
18.	7460.01-0002 Quarter 12 7/1/24 – 9/30/24	<p><b>INFRASTRUCTURE (BHCIP Funds)</b> <b>Equipment/Property Purchases</b></p> <ul style="list-style-type: none"> <li>• Eight (8) data plans for tablets @ \$115.00 each</li> </ul>	\$920.00	9/30/24

		<p><b>Activities/Deliverables that build the CCMU Infrastructure</b></p> <p>a. <b>Trainings</b> (\$2,800.00) Purchase: MHFA community courses, CIT training for Law Enforcement and EMS personnel participating in CCMU, peer certification trainings, de-escalation trainings</p> <p>b. <b>Coordination and planning activities with local and regional organizations and/or to manage multiple CCMUs</b> (\$1,242.00) Regular meetings, check-ins, and quality/process improvement work Ongoing salaries for:</p> <ul style="list-style-type: none"> <li>• Director</li> <li>• Clinical Supervisor</li> <li>• Program Manager</li> </ul> <p>Ongoing compensation for Consultant</p> <p>c. <b>Dispatch of CCMU Teams</b> (\$33,558.00)</p> <ul style="list-style-type: none"> <li>• Provide reimbursement for salary/benefit funding for EMS, SO, and dispatch personnel</li> <li>• Provide back-up consultation staff, including the Director and Clinical Supervisor</li> <li>• Pay administrative on-call</li> </ul>	\$37,600.00	
19.	7460.01-0002 Quarter 13 10/1/24 – 12/31/24	<p><b>INFRASTRUCTURE (BHCIP Funds)</b></p> <p><b>Equipment/Property Purchases</b></p> <ul style="list-style-type: none"> <li>• Eight (8) data plans for tablets @ \$120.00 each</li> </ul> <p><b>Activities/Deliverables that build the CCMU Infrastructure</b></p> <p>a. <b>Trainings</b> (\$2,800.00) Purchase MHFA community courses, CIT training for Law Enforcement and EMS personnel participating in CCMU, peer certification trainings, de-escalation trainings, or other related trainings.</p> <p>b. <b>Coordination and planning activities with local and regional organizations and/or to manage multiple CCMUs</b> (\$1,242.00) Regular meetings, check-ins, and quality/process improvement work Ongoing salaries for:</p> <ul style="list-style-type: none"> <li>• Director</li> <li>• Clinical Supervisor</li> <li>• Program Manager</li> </ul> <p>Ongoing compensation for Consultant</p> <p>c. <b>Dispatch of CCMU Teams</b> (\$33,558.00)</p> <ul style="list-style-type: none"> <li>• Provide reimbursement for salary/benefit funding for EMS, SO, and dispatch personnel</li> <li>• Provide back-up consultation staff, including the Director and Clinical Supervisor</li> <li>• Pay administrative on-call costs</li> </ul>	\$960.00  \$37,600.00	12/31/24



20.	7460.01-0002 Quarter 14 1/1/25 – 3/31/25	<b>INFRASTRUCTURE (BHCIP Funds)</b> <b>Equipment/Property Purchases</b> <ul style="list-style-type: none"> <li>• Eight (8) data plans for tablets @ \$120.00 each</li> </ul> <b>Activities/Deliverables that build the CCMU Infrastructure</b> a. <b>Trainings</b> (\$2,800.00) Purchase MHFA community courses, CIT training for Law Enforcement and EMS personnel participating in CCMU, peer certification trainings, de-escalation trainings b. <b>Coordination and planning activities with local and regional organizations and/or to manage multiple CCMUs</b> (\$1,242.00) Regular meetings, check-ins, and quality/process improvement work Ongoing salaries for: <ul style="list-style-type: none"> <li>• Director</li> <li>• Clinical Supervisor</li> <li>• Program Manager</li> </ul> Ongoing compensation for Consultant c. <b>Dispatch of CCMU Teams</b> (\$33,558.00) <ul style="list-style-type: none"> <li>• Provide reimbursement for salary/benefit funding for EMS, SO, and dispatch personnel</li> <li>• Provide back-up consultation staff, including the Director and Clinical Supervisor</li> <li>• Pay administrative on-call costs</li> </ul>	\$960.00  \$37,600.00	3/31/25
21.	7460.01-0002 Quarter 15 4/1/25 – 6/30/25	<b>INFRASTRUCTURE (BHCIP Funds)</b> <b>Equipment/Property Purchases</b> <ul style="list-style-type: none"> <li>• Eight (8) data plans for tablets @ \$120.00 each</li> </ul> <b>Activities/Deliverables that build the CCMU Infrastructure</b> a. <b>Trainings</b> (\$2,800.00) Purchase MHFA community courses, CIT training for Law Enforcement and EMS personnel participating in CCMU, peer certification trainings, de-escalation trainings, or other related trainings. b. <b>Coordination and planning activities with local and regional organizations and/or to manage multiple CCMUs</b> (\$1,275.00) Regular meetings, check-ins, and quality/process improvement work Ongoing salaries for: <ul style="list-style-type: none"> <li>• Director</li> <li>• Clinical Supervisor</li> <li>• Program Manager</li> </ul> Ongoing compensation for Consultant c. <b>Dispatch of CCMU Teams</b> (\$33,558.00) <ul style="list-style-type: none"> <li>• Provide reimbursement for salary/benefit funding for EMS, SO, and dispatch personnel</li> </ul>	\$960.00  \$37,633.00	6/30/25

		<ul style="list-style-type: none"><li>• Provide back-up consultation staff, including the Director and Clinical Supervisor</li><li>• Pay administrative on-call costs</li></ul>		
				<b>Year 4 Total: \$154,233.00</b>
				<b>CONTRACT TOTAL: \$690,000.00</b>

**ATTACHMENT E  
PAYMENT SCHEDULE  
COUNTY OF MONO**

Description	Invoice Description	Amount Estimated
Equipment	Upon Completion of purchase with receipt for goods/equipment	\$4,160.00
		\$960.00
		\$920.00
		\$960.00
		\$960.00
		\$960.00
		\$920.00
		\$960.00
		\$960.00
		\$960.00
		\$920.00
		\$960.00
		\$960.00
<b>Total Equipment</b>		<b>\$16,520.00</b>

Quarter #/Date Range	Invoice Description	Amount of Invoice
Quarter 1: <b>9/01/21 – 12/31/21</b>	Progress Report detailing progress made towards Deliverable 1	\$11,242.00
Quarter 1: <b>9/01/21 – 12/31/21</b>	Progress Report detailing progress made towards Deliverable 2 (CRRSAA funds)	\$12,000.00
Quarter 2: <b>1/01/22 – 3/31/22</b>	Progress Report detailing progress made towards Deliverable 3	\$50,015.00
Quarter 2: <b>1/01/22 – 3/31/22</b>	Progress Report detailing progress made towards Deliverable 4 (CRRSAA funds)	\$18,900.00
Quarter 3: <b>04/01/22 – 6/30/22</b>	Progress Report detailing progress made towards Deliverable 5	\$46,190.00
Quarter 3: <b>04/01/22 – 6/30/22</b>	Progress Report detailing progress made towards Deliverable 6 (CRRSAA funds)	\$20,000.00
Quarter 4: <b>07/01/22 – 9/30/22</b>	Progress Report detailing progress made towards Deliverable 7	\$36,100.00
Quarter 4: <b>07/01/22 – 9/30/22</b>	Progress Report detailing progress made towards Deliverable 8 (CRRSAA funds)	\$22,000.00
Quarter 5: <b>10/01/22 – 12/31/22</b>	Progress Report detailing progress made towards Deliverable 9	\$36,100.00
Quarter 5: <b>10/01/22 – 12/31/22</b>	Progress Report detailing progress made towards Deliverable 10 (CRRSAA funds)	\$24,900.00
Quarter 6: <b>1/1/23 – 2/14/23</b>	Progress Report detailing progress made towards Deliverable 11	\$36,600.00

Quarter 6: <b>1/1/23 – 2/14/23</b>	Progress Report detailing progress made towards Deliverable 12 (CRRSAA funds)	\$26,000.00
Quarter 7: <b>4/1/23 – 6/30/23</b>	Progress Report detailing progress made towards Deliverable 13	\$36,600.00
Quarter 8: <b>07/01/23 – 9/30/23</b>	Progress Report detailing progress made towards Deliverable 14	\$36,600.00
Quarter 9: <b>10/01/23 – 12/31/23</b>	Progress Report detailing progress made towards Deliverable 15	\$36,600.00
Quarter 10: <b>1/1/24 – 2/14/24</b>	Progress Report detailing progress made towards Deliverable 16	\$36,600.00
Quarter 11: <b>4/1/24 - 6/30/24</b>	Progress Report detailing progress made towards Deliverable 17	\$36,600.00
Quarter 12: <b>07/01/24 – 9/30/24</b>	Progress Report detailing progress made towards Deliverable 18	\$37,600.00
Quarter 13: <b>10/01/24 – 12/31/24</b>	Progress Report detailing progress made towards Deliverable 19	\$37,600.00
Quarter 14: <b>1/1/25 – 2/14/25</b>	Progress Report detailing progress made towards Deliverable 20	\$37,600.00
Quarter 15: <b>4/1/25 – 6/30/25</b>	Progress Report detailing progress made towards Deliverable 21	\$37,633.00
<b>Total Deliverables and Other Directs</b>		<b>\$673,480.00</b>
<b>Total Deliverables, Other Direct and Equipment</b>		<b>\$690,000.00</b>





# 7460-CA MOBILE CRISIS-MONO-01-revised

Final Audit Report

2022-07-14

Created:	2022-07-12
By:	Amanda Greenberg (agreenberg@mono.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQNTN7u_Wv2bhQ_OsMeVA36myXpOdAoBM

## "7460-CA MOBILE CRISIS-MONO-01-revised" History

-  Document created by Amanda Greenberg (agreenberg@mono.ca.gov)  
2022-07-12 - 10:31:13 PM GMT - IP address: 162.252.88.212
-  Document emailed to Robert Lawton (rlawton@mono.ca.gov) for signature  
2022-07-12 - 10:34:14 PM GMT
-  Document e-signed by Robert Lawton (rlawton@mono.ca.gov)  
Signature Date: 2022-07-14 - 4:51:23 PM GMT - Time Source: server- IP address: 162.252.90.161
-  Agreement completed.  
2022-07-14 - 4:51:23 PM GMT



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 16, 2022

**Departments: County Counsel**

**TIME REQUIRED**

**SUBJECT** Ordinance Repealing Chapter 3.32  
of the Mono County Code -  
Television Translator Service Charge

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Proposed ordinance repealing Chapter 3.32 of the Mono County Code to remove the Television Translator Service Charge for County Service Areas No. 2 and No. 5 in alignment with current County practices.

**RECOMMENDED ACTION:**

Adopt proposed ordinance.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Stacey Simon

**PHONE/EMAIL:** 760-924-1704 / ssimon@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
8/9/2022 12:20 PM	County Counsel	Yes
8/10/2022 5:14 PM	Finance	Yes

8/12/2022 2:05 PM

County Administrative Office

Yes

**County Counsel**  
Stacey Simon

**Assistant County Counsel**  
Christopher L. Beck  
Anne L. Frievalt

**Deputy County Counsel**  
Emily R. Fox

**OFFICE OF THE  
COUNTY COUNSEL**  
*Mono County*

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

**Telephone**  
760-924-1700

**Risk Manager**  
Jay Sloane

**Paralegal**  
Kevin Moss

To: Board of Supervisors

From: Stacey Simon, County Counsel

Date: August 16, 2022

Re: Ordinance repealing Chapter 3.32 of the Mono County Code – Television  
Translator Service Charge

**Recommended Action**

Adopt proposed County Ordinance repealing Mono County Code Chapter 3.32 – Television  
Translator Service Charge, in alignment with current County practices.

**Strategic Plan Focus Areas Met**

A Thriving Economy     Safe and Healthy Communities  
 Sustainable Public Lands     Workforce & Operational Excellence

**Discussion**

Chapter 3.32 of the Mono County Code establishes a Television Translator Service Charge for  
County Service Areas No. 2 and No. 5. The County has stopped collecting these service charges  
for both County Service Areas due to outdated technology and lack of demand. This ordinance  
would repeal the entirety of Mono County Code Chapter 3.32 to be in alignment with the current  
County practice of not collecting these service charges for both County Service Areas.

If you have any questions regarding this item prior to your meeting, please call me at 760-924-  
1704.





ORDINANCE NO. ORD22-\_\_

**AN ORDINANCE OF THE MONO COUNTY  
BOARD OF SUPERVISORS REPEALLING CHAPTER 3.32  
OF THE MONO COUNTY CODE TO REMOVE THE TELEVISION TRANSLATOR  
SERVICE CHARGE FOR COUNTY SERVICE AREAS NO. 2 AND NO. 5 IN  
ALIGNMENT WITH CURRENT COUNTY PRACTICE**

**WHEREAS**, Mono County Code Chapter 3.32 Article I establishes a charge for television translator service for county service area No. 2, pursuant to Government Code section 25210.77a (repealed 2009); and

**WHEREAS**, Mono County Code Chapter 3.32 Article II establishes a charge for television translator service for county service area No. 5, pursuant to Government Code section 25210.77a (repealed 2009); and

**WHEREAS**, Mono County Code Section 3.32.030 designates the service rate for television translator service within county service area No. 2 as fifty dollars per year for each living unit and one hundred dollars per year for parcels with more than one living unit; and

**WHEREAS**, Mono County Code Section 3.32.090 designates the service rate for television translator service within county service area No. 5 as thirty-four dollars per year for each living unit or television unit; and

**WHEREAS**, Mono County Code Sections 3.32.50 and 3.32.110 provide for the collection of the service charges on the tax roll in the same manner and at the same time as the general ad valorem property taxes are collected; and

**WHEREAS**, the Mono County Tax Collector has stopped collecting service charges for county service areas No. 2 and No. 5 due to outdated equipment and lack of demand for the television translator service; and

**WHEREAS**, the Board now wishes to repeal Mono County Code Chapter 3.32 in its entirety to reflect current county practices;

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

**SECTION ONE:** Chapter 3.32 of the Mono County Code is hereby repealed in its entirety.

**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

1 Code Section 25124 no later than 15 days after the date of its adoption and final passage. If the  
2 Clerk fails to publish this ordinance within said 15-day period, then the ordinance shall not take  
3 effect until 30 days after the date of publication.

4 **PASSED, APPROVED and ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022,  
5 by the following vote, to wit:

6 **AYES:**

7 **NOES:**

8 **ABSENT:**

9 **ABSTAIN:**

10 \_\_\_\_\_  
11 Bob Gardner, Chair  
12 Mono County Board of Supervisors

13 **ATTEST:**

14 **APPROVED AS TO FORM:**

15 \_\_\_\_\_  
16 Clerk of the Board

17 \_\_\_\_\_  
18 County Counsel



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 16, 2022

**Departments: County Counsel**

**TIME REQUIRED**

**SUBJECT** Ordinance Amending Chapter 7.36 of the Mono County Code - Wells

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Proposed ordinance to amend Mono County Code Chapter 7.36 to revise and clarify procedures related to the processing of applications for groundwater wells and conducting associated environmental review.

**RECOMMENDED ACTION:**

Adopt proposed ordinance.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Stacey Simon

**PHONE/EMAIL:** 7608241704 / ssimon@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff report</a>
<a href="#">Ordinance</a>
<a href="#">Ordinance Exhibit A</a>
<a href="#">Ordinance Exhibit B</a>

**History**

Time	Who	Approval
8/9/2022 12:20 PM	County Counsel	Yes

8/10/2022 5:14 PM

Finance

Yes

8/12/2022 2:06 PM

County Administrative Office

Yes

**County Counsel**  
Stacey Simon

**Assistant County Counsel**  
Christopher L. Beck  
Anne L. Frievalt

**Deputy County Counsel**  
Emily R. Fox

**OFFICE OF THE  
COUNTY COUNSEL**

*Mono County*

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

**Telephone**  
760-924-1700

**Risk Manager**  
Jay Sloane

---

**Paralegal**  
Kevin Moss

**Law Clerk**  
Scott Pease

To: Board of Supervisors

From: Stacey Simon, County Counsel

Date: August 16, 2022

Re: Proposed Ordinance to Amend Chapter 7.36 of the Mono County Code to Establish the Rebuttable Presumption That Well Permitting Shall Be a Ministerial Act and to Require a Well Permitting Agreement That Includes Requirements for Defense and Indemnification

**Recommended Action**

Adopt proposed ordinance amending Mono County Code Chapter 7.36 to revise and clarify procedures related to the processing of applications for groundwater wells.

**Strategic Plan Focus Areas Met**

A Thriving Economy     Safe and Healthy Communities  
 Sustainable Public Lands     Workforce & Operational Excellence

**Discussion**

The proposed ordinance amends Mono County Code Chapter 7.36 to establish two separate but related policies. First, Exhibit A adds Section 7.36.041 to the Mono County Code, titled “Classification of Permits.” This section establishes the rebuttable presumption that well permit decisions are ministerial acts under the California Environmental Quality Act (CEQA). This section is drafted in response to the California Supreme Court decision *Protecting Our Water and Environmental Resources v. County of Stanislaus* in which the Court held that a well-permitting agency cannot classify all well permit decisions as ministerial. The Court’s ruling allows, however, for case-specific ministerial classification when permitting decisions do not involve discretionary decisions from County officials regarding guidelines set forth in Bulletin No. 74 and other legally binding authorities. This proposed Mono County Code section brings County practices in alignment with binding California case law.

Second, Exhibit B amends Mono County Code Section 7.36.040 to add a new subsection “D.” This subsection requires that before the County processes a well permit application, the applicant must sign a Permitting Agreement which must include a section on defense and indemnification.

If you have any questions regarding this item prior to your meeting, please call me at 760-924-1704.



ORDINANCE NO. ORD22-\_\_

**AN ORDINANCE OF THE MONO COUNTY  
BOARD OF SUPERVISORS AMENDING CHAPTER 7.36  
OF THE MONO COUNTY CODE TO REVISE AND  
CLARIFY PROCEDURES FOR THE PROCESSING OF  
APPLICATIONS FOR GROUNDWATER WELLS**

**WHEREAS**, Mono County Environmental Health Department establishes guidelines for regulating the construction, modification, repair, abandonment or destruction of wells; and

**WHEREAS**, the State of California sets forth “Water Well Standards” in Chapter II of the California Department of Water Resources Bulletin No. 74, which establish minimum standards for well structures and well locations with respect to pollutants and contaminants; and

**WHEREAS**, the State of California’s Executive Order N-7-22 establishes further requirements during this time of exceptional drought regarding interference with the functioning of existing nearby wells and the avoidance of subsidence; and

**WHEREAS**, when the Mono County Environmental Health Department issues well permits, the default posture of the County is that those permits are ministerial acts unless they involve discretion under Bulletin No. 74 or other legally binding authorities; and

**WHEREAS**, the Supreme Court of California created binding legal precedent allowing for case-specific ministerial classification when permitting decisions do not involve discretionary decisions from County officials regarding guidelines set forth in Bulletin No. 74 and other legally binding authorities; and

**WHEREAS**, Mono County wishes to create a process and related requirements for the processing of well permit applications that are discretionary under legally binding authorities, including review of such applications under the California Environmental Quality Act (CEQA);

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

**SECTION ONE:** Section 7.36.041 “Classification of Permits” is hereby added to the Mono County Code as set forth in Exhibit A to this Ordinance, attached hereto and incorporated by this reference.

**SECTION TWO:** Section 7.36.040 is hereby amended to add a new Subsection “D.” to the Mono County Code as set forth in Exhibit B to this Ordinance, attached hereto and incorporated by this reference. The remaining subsections of section 7.36.040 shall be renumbered accordingly.

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

7           **PASSED, APPROVED and ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022,  
8 by the following vote, to wit:

9 **AYES:**

10 **NOES:**

11 **ABSENT:**

12 **ABSTAIN:**

13 \_\_\_\_\_  
14 Bob Gardner, Chair  
15 Mono County Board of Supervisors

16 **ATTEST:**

17 **APPROVED AS TO FORM:**

18 \_\_\_\_\_  
19 Clerk of the Board

20 \_\_\_\_\_  
21 County Counsel



## EXHIBIT A

### Chapter 7.36 WELLS

**Sections:**

**7.36.041 Classification of Permits.**

- A. It shall be rebuttably presumed that all well permitting decisions are ministerial acts under the California Environmental Quality Act (CEQA). That presumption shall be rebutted where discretion must be exercised in accordance with the following authorities, as same may be amended from time to time:
1. California Department of Water Resources Bulletin No. 74, Chapter II, Section 8.A;
  2. California Department of Water Resources Bulletin No. 74, Chapter II, Section 8.B;
  3. California Department of Water Resources Bulletin No. 74, Chapter II, Section 8.C;
  4. California Department of Water Resources Bulletin No. 74, Chapter II, Section 9;
  5. Other legally binding authorities, such as, but not limited to, State of California Executive Orders.
- B. If any of the standards set forth by the authorities stated in 7.36.041(A) apply and the health officer utilizes discretion in issuing well permits in accordance with those authorities, then the issuance of the well permit shall be a discretionary act under CEQA and permit applicants shall be responsible for the cost and preparation of any reports and documentation required by CEQA in accordance with policy established by the health officer or his or her designee.

## **EXHIBIT B**

### **Chapter 7.36 WELLS**

**Sections:**

**7.36.040**

- D. Permitting Agreements; Defense and Indemnification. Pursuant to Section 7.36.041 of this Title, Applicant shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the County's acts or omissions with regard to its compliance with CEQA or other laws, with regard to the preparation and processing of the CEQA reports and documentation and with regard to the decision based thereon concerning Applicant's Project. Prior to processing an application for a well permit, the health officer shall require the Applicant to sign a Permitting Agreement which includes a section implementing the requirements of this Subsection.



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** August 16, 2022

**Departments: Community Development**

**TIME REQUIRED** PUBLIC HEARING: 9:00 AM (20 minutes)

**PERSONS APPEARING BEFORE THE BOARD**

Michael Draper, Planning Analyst

**SUBJECT** PUBLIC HEARING: Appeal of the Planning Commission's Denial of Conditional Use Permit 22-004/Valletta

### AGENDA DESCRIPTION:

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

Appeal of a Planning Commission decision to deny a use permit for transient rental (overnight rental fewer than 30 consecutive days) of two, two-bedroom units within a four-unit residential complex in June Lake.

### RECOMMENDED ACTION:

Following the public hearing, affirm, affirm in part, or reverse the previous determination of the Planning Commission regarding Conditional Use Permit 22-004/Valletta, or remand Conditional Use Permit 22-004/Valletta 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 rental.

**CONTACT NAME:** Michael Draper

**PHONE/EMAIL:** 760-924-1805 / mdraper@mono.ca.gov

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download
<a href="#">Staff Report</a>
<a href="#">Attachment A_1</a>
<a href="#">Attachment A_2</a>
<a href="#">Attachment A_3</a>
<a href="#">Attachment B</a>

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
8/11/2022 7:40 AM	County Counsel	Yes
8/8/2022 4:03 PM	Finance	Yes
8/12/2022 2:07 PM	County Administrative Office	Yes

# Mono County Community Development

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August 16, 2022

To: Honorable Members of the Board of Supervisors

From: Michael Draper, Planning Analyst

Re: Appeal of the Planning Commission's Denial of Conditional Use Permit 22-004/Valletta

## **RECOMMENDATION**

Following the public hearing, affirm, affirm in part, or reverse the previous determination of the Planning Commission regarding Conditional Use Permit 22-004/Valletta, or remand Conditional Use Permit 22-004/Valletta 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 rental.

## **BACKGROUND**

On June 16, 2022, the Planning Commission voted unanimously to deny Conditional Use Permit 22-004/Valletta. The Conditional Use Permit (CUP) would have allowed transient rental (overnight rental fewer than 30 consecutive days) of two, two-bedroom units within a four-unit residential complex. The applicant, Devin Valletta, submitted an appeal in accordance with General Plan Chapter 47, Appeals, stating he was not given an opportunity to rebut claims made.

This appeal hearing was scheduled in compliance with General Plan procedures. On appeals 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.

## **DISCUSSION**

The property is located at 43 Foster Avenue, June Lake (APN 015-111-032), within the Village area, and designated Mixed-Use (MU). Transient rental on MU parcels is a land use approved by a Director Review permit, however at the May 3 Board of Supervisors meeting, direction was given for staff to process projects that were already deemed complete and accepted, and to elevate the applications to a CUP. For clarity, this property is considered a multi-family residential project and therefore not subject to the moratorium on overnight rentals in single-family residential units that was adopted in May 2022.

## PLANNING COMMISSION HEARING

The attached Planning Commission staff report (Attachment A) provides a detailed description of the proposal, supporting information, comments and findings considered by the Commission at the June 16, 2022, hearing. During the public hearing, comments were made by the adjacent, rear, property owners, that two staircases from the rear of the applicant's structures encroach into the rear setback and are located less than 5' from the property line. The adjacent property owners did not object to the project, however, they wanted to ensure it was included in the record.

The Commission deliberated on the four required findings, in accordance with General Plan Chapter 32, Use Permit. Draft findings were presented by staff to either approve the project or deny the project. The Commission determined that Findings 1, 3, and 4 could not be met.

- Use Permit Finding 1: *“All applicable provisions of the Mono County General Plan are complied with, and the site of the proposed use is adequate in size and shape to accommodate the use and to accommodate all yards, walls and fences, parking, loading, landscaping and other required features because:”*

The site is existing nonconforming to General Plan land development standards. The existing shed does not meet side-yard setback standards, the property exceeds the maximum lot coverage, and the property lacks the required amount of snow-storage. Occupation by unfamiliar visitors makes management of these nonconforming features more difficult and could impact public health, safety, and welfare, or be injurious to adjacent properties, because visitors would not understand how to efficiently maximize use of space. The change of use to transient rentals for two units may impact available housing units for the local workforce, contrary to General Plan Housing Element policies. The finding cannot be made.

During the hearing, the applicant agreed to remove the existing nonconforming shed, and/or contract for snow removal during winter months. The applicant agreed to improve the property to the best of his ability, in order to bring it into conformance.

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

The Board of Supervisors has enacted a moratorium on all new overnight rentals (rentals less than 30 days) of single-family residences (SFRs) in Mono County. The Board has identified overnight rentals of SFRs as reducing the housing stock for long-term rentals, negatively affecting the ability of local residents and workforce to find housing. This project seeks to eliminate long-term rental of two housing units. Public welfare may be impacted if employers are unable to hire employees due to the lack of available and affordable housing. 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”*

The project is not consistent with the following General Plan, Issues/Opportunities/Concerns and should therefore be denied: #20, “the majority of the June Lake Loop's rental and affordable units exists in the Village”.

Allowing two units to be converted to transient rental will remove units from the long-term rental market available to the local workforce. This finding cannot be made.

The Commission followed the standard public hearing procedure as follows:

1. Staff report
2. Questions by the Commission
3. Open public hearing and call for testimony first from the applicant, then the general public, then a closing statement/rebuttal by the applicant.
4. Close the public hearing
5. Commission deliberation and decision. The Commission may ask questions of the applicant; allowing further comment by the public or applicant is at the sole discretion of the Commission.

Prior to closing the public hearing, the Chair asked if the applicant would like to make a closing statement. The applicant stated that the initial desire was to have all four units available for nightly rental. However, given the current housing and economic environment, the project was reduced to two units for nightly rental, thereby allowing two units to remain for long-term rental. Following the statement, the Chair closed the public hearing.

Mr. Valletta is appealing the Planning Commission's decision because he wished to rebut conclusions made by the Commission and was not given the opportunity to do so following the close of the public hearing and Commission deliberation. It is Mr. Valletta's opinion that the property will come into greater conformance with the General Plan land development standards given the agreed upon Conditions of Approval for the project; the project will not be detrimental to the public welfare or injurious to property or improvements in area because the units proposed for transient rental are unoccupied and the existing long-term tenants will remain; and the project is consistent with the text of the General Plan, which lists commercial lodging as a use subject to Director Review Permit within the Mixed Use land use designation. Mr. Valletta did raise his hand or indicate a desire to speak during or after Planning Commission deliberation.

Meeting minutes from the Planning Commission hearing were not available at the time this staff report was prepared. Draft minutes will be provided to the Board prior to the August 16 hearing. A recording of the meeting is available online.

[https://monocounty.ca.gov/meetings?field\\_microsite\\_tid\\_1=597](https://monocounty.ca.gov/meetings?field_microsite_tid_1=597)

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

#### **ATTACHMENTS**

- A. CUP 22-004/Valletta staff report
- B. Valletta Appeal application

# Mono County Community Development

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Mammoth Lakes, CA 93546  
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commdev@mono.ca.gov

## Planning Division

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Bridgeport, CA 93517  
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[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

June 16, 2022

To: Mono County Planning Commission  
From: Michael Draper, Planning Analyst  
Re: Conditional Use Permit 22-004/Valletta

### RECOMMENDATION

It is recommended the Planning Commission take the following actions:

1. Hold the public hearing, receive public testimony, deliberate the project, and make any desired changes;
2. Find the project qualifies as a Categorical Exemption under CEQA guidelines 15301 and instruct staff to file a Notice of Exemption;
3. Make the required findings as contained in the project staff report and approve Use Permit 22-004/Valletta subject to Conditions of Approval;

OR

1B. Find that the project does not meet the required findings as contained in the project staff report and deny Use Permit 22-004.

### BACKGROUND

Under Mono County General Plan Land Use Element Chapter 26, transient rental use may be permitted for any parcel having a non-residential land use designation, subject to a Director Review Permit, or Multi-Family Residential- High (MFR-H) designation, subject to a use permit, and provided the project is non-controversial.

At the March 1, 2022, Board of Supervisors meeting, Community Development staff conducted a workshop for a potential moratorium on short-term rentals. The Board indicated support for a moratorium and directed staff to return with varying options. The Board did not provide direction on acceptance and processing of new applications, and therefore typical procedures were followed.

The project's application was accepted for processing at the March 7, 2022, Land Development Technical Advisory Committee (LDTAC) meeting. After acceptance, it was determined that the project would be elevated to a Conditional Use Permit per General Plan Land Use Element §31.010 because a potential moratorium on the use indicated controversy, and the applicant was informed of the decision. The applicant directed staff to wait to process the permit until the Board made a final decision on the moratorium.



On May 3, the Board approved an emergency moratorium on all overnight rentals conducted in a single-family residence regardless of the land use designation. However, the Board directed staff to process projects that were already deemed complete and accepted, and to elevate the applications to a use permit. This project is located within a fourplex on a property designated Mixed Use (MU) and was accepted for processing prior to the moratorium.

## PROJECT DESCRIPTION

The proposed project would allow transient rental (fewer than 30 consecutive days) of two, two-bedroom units in a fourplex at 34 Foster Avenue (APN 015-111-032-000) in the Village area of June Lake. Maximum occupancy for each unit is six persons, and two parking spaces will be provided for each unit. Each unit is approximately 768 square-feet (sf). The remaining two units will continue to be used for long-term rentals. Two units are proposed for transient rental and are currently unoccupied because the previous long-term tenants chose not to renew their lease.

Figure 1. Project location: 34 Foster Ave.

The property is 0.21-acres, and the units were constructed in 1979/80 as two separate duplexes on two separate parcels. In March 1992, the Mono County Planning Commission approved Conditional Use Permit #34-91-17 to convert all units to transient rentals, with an added condition to merge the parcels. Since then, transient use discontinued, and all units were converted to long-term rental. The current owner is requesting to allow two of the four units for transient rental (rental less than 30-days).

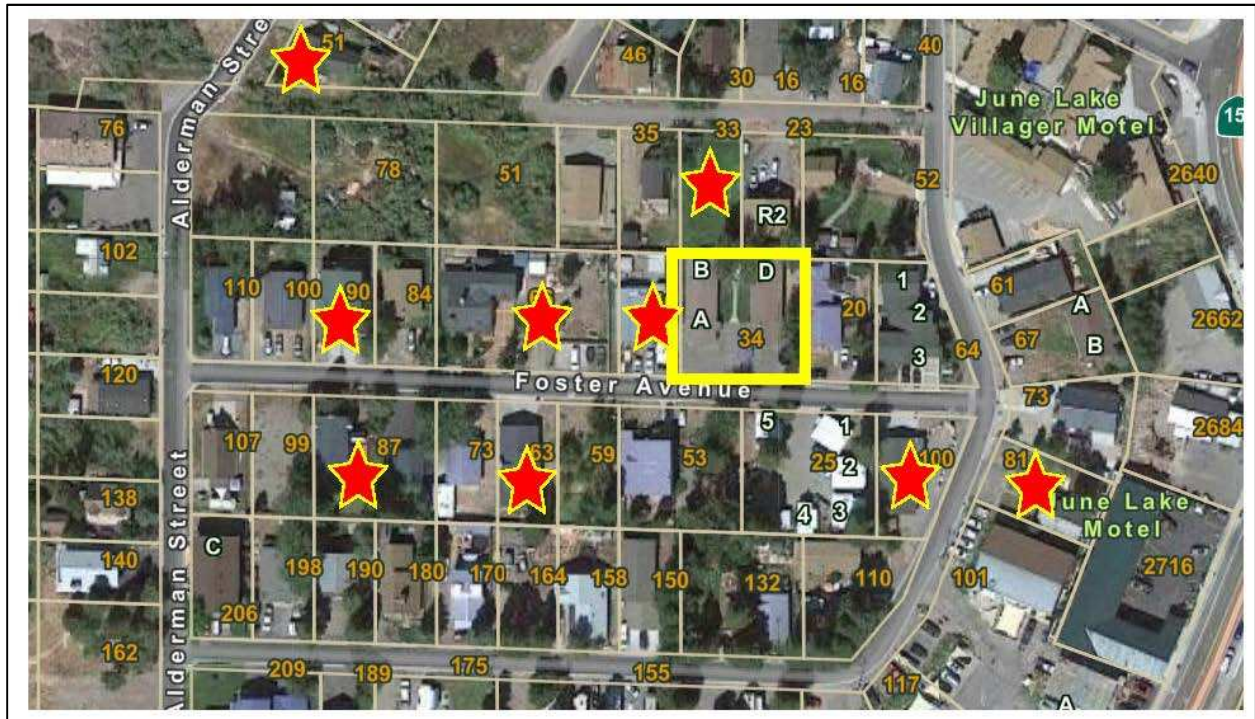


## PROJECT SETTING

The project is located on an MU parcel at 34 Foster Avenue in June Lake (APN 015-111-032). Foster Avenue is a paved road maintained by the County and is within the Class III categorization for snow removal priority.

All properties surrounding the project are designated MU and developed with residential units. Along Foster Avenue six properties have approvals to conduct transient rental, in addition to three properties within the vicinity (see the image below: 46 Foster Avenue (DR21-011), 33 Raymond (DR21-012), 81 South Crawford (DR21-013), 66 Foster Avenue (DR17-014), 46 Raymond (DR17-021), 63 Foster Avenue (DR16-002), 100 South Crawford (DR16-003), 87 Forster Avenue (DR16-087), and 90 Foster Avenue (DR15-013).

Figure 2. Transient rentals within the vicinity



## GENERAL PLAN CONSISTENCY

### I. Land Use Designation Standards

The General Plan Land Use Designation for this property is Mixed Use (MU). Per the Mono County General Plan, “the ‘MU’ district is intended to provide for a wide range of compatible resident- and visitor-oriented residential and commercial uses, including business, professional, and retail uses; to provide for efficient use of land and increased opportunities for affordable housing; to provide a transition between intensive commercial uses and residential uses; and to be applied to areas with existing mixed-use development.

MU transitional areas can limit the size of business establishments and restrict uses incompatible with residential district. Not all areas need contain residential uses. Commercial uses shall conform to strict standards that prohibit obnoxious odors, obtrusive light and glare, and excessive noise.

Permitted uses subject to a Director Review permit include transient rental (fewer than 30 consecutive days) in compliance with Chapter 26 and a business license. As previously noted, at the May 3, 2022, Board of Supervisors meeting, direction was given to elevate all current transient and short-term rental applications to a Use Permit.

### II. Land Use Development Standards

Current development standards for the MU designation include maximum lot coverage of 60%, and minimum setbacks of 10’ in the front and 5’ on the rear and 10’ for side-yards. Minimum lot dimensions are a width of 60’ and depth of 100’.

This property is 10,018 sf (0.23 acres) therefore lot coverage may not exceed 6,010 sf; current lot coverage is 7,144' sf or 71%; therefore, the property is existing nonconforming to current lot coverage standards.

The two multi-family structures meet required setback distances, however a shed along the east property boundary does not meet setbacks and is existing nonconforming to the side-yard setback distance required.

Figure 3. Lot coverage

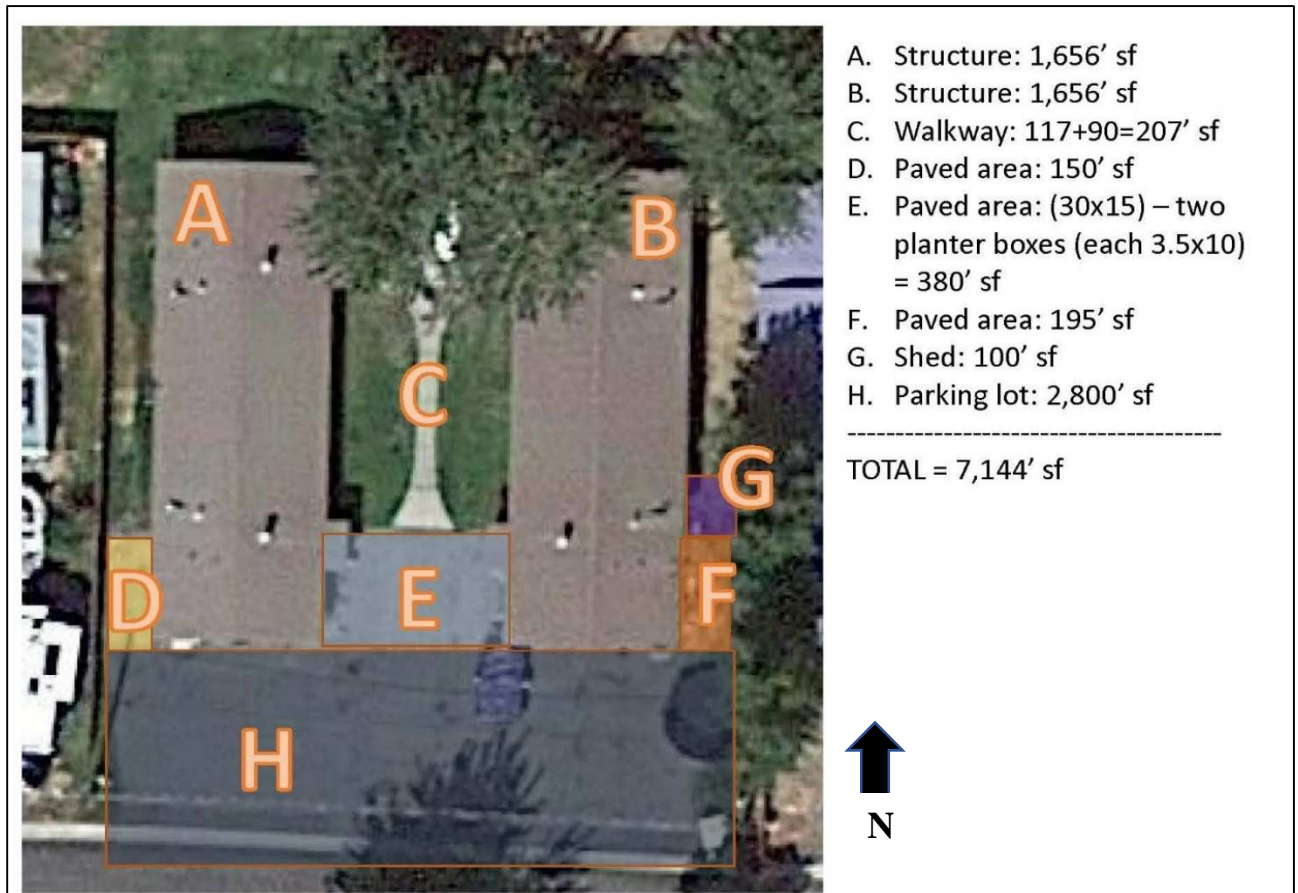


Figure 4. Nonconforming shed.



### Parking

A multi-family dwelling is required to provide a minimum of two parking spaces per unit, plus no fewer than two guest parking spaces. Uncovered parking spaces in June Lake must be a minimum of 10' x 20'. As a four-unit complex, the property is required to provide a minimum of 10 parking spaces. Two units of the four-plex shall remain long-term rental, therefore six spaces shall remain available to the long-term units.

For a transient rental use, units are required to provide the minimum parking requirement set forth in the General Plan, and the number of vehicles shall not exceed the number of parking spaces.

The site plan provided by the applicant shows nine, 11' x 20', uncovered, paved parking spaces. The parking area is 100' x 28' and can accommodate 10, 10' x 20' uncovered parking spaces to meet the requirement of the General Plan. The parking area does not have parking space markings/stripping, and spaces are not designated for each unit. Six spaces must be available to long-term rents, therefore the transient rental is limited to four parking spaces.

Figure 5. Parking area.



### Snow Storage

A snow-storage area is required for all multifamily developments (three or more units). The area may be landscaped, paved or covered with natural vegetation. Snow-storage areas shall be equal to a required percentage of the area from which the snow is to be removed (i.e., parking and access/roads areas). Snow storage shall also be provided on site. For June Lake, the snow-storage area shall be 65% of area from which the snow is removed.

The parking area, paved entry way area, and paved walkways require snow removal. The cumulative area is equal to 3,387' sf, therefore a snow-storage area of 2,201' sf is required.

An 80' x 10' snow-storage area exists along the west side of the property (800' sf). Two lawns, 13.5' x 39' each, provide additional snow-storage areas (1,053' sf). Another area measuring 23' x 13' provides snow-storage on the east side of the property (299' sf), however an existing shed blocks additional snow-storage area identified by the applicant. The total snow-storage areas equal 2,152' sf, which is 49' sf less than the requirement. The property is existing nonconforming to snow-storage standards; however, more snow-storage would be accessible if the shed within the setback is moved. The applicant will contract for snow-removal services during winter months.

Figure 6. Snow storage areas.

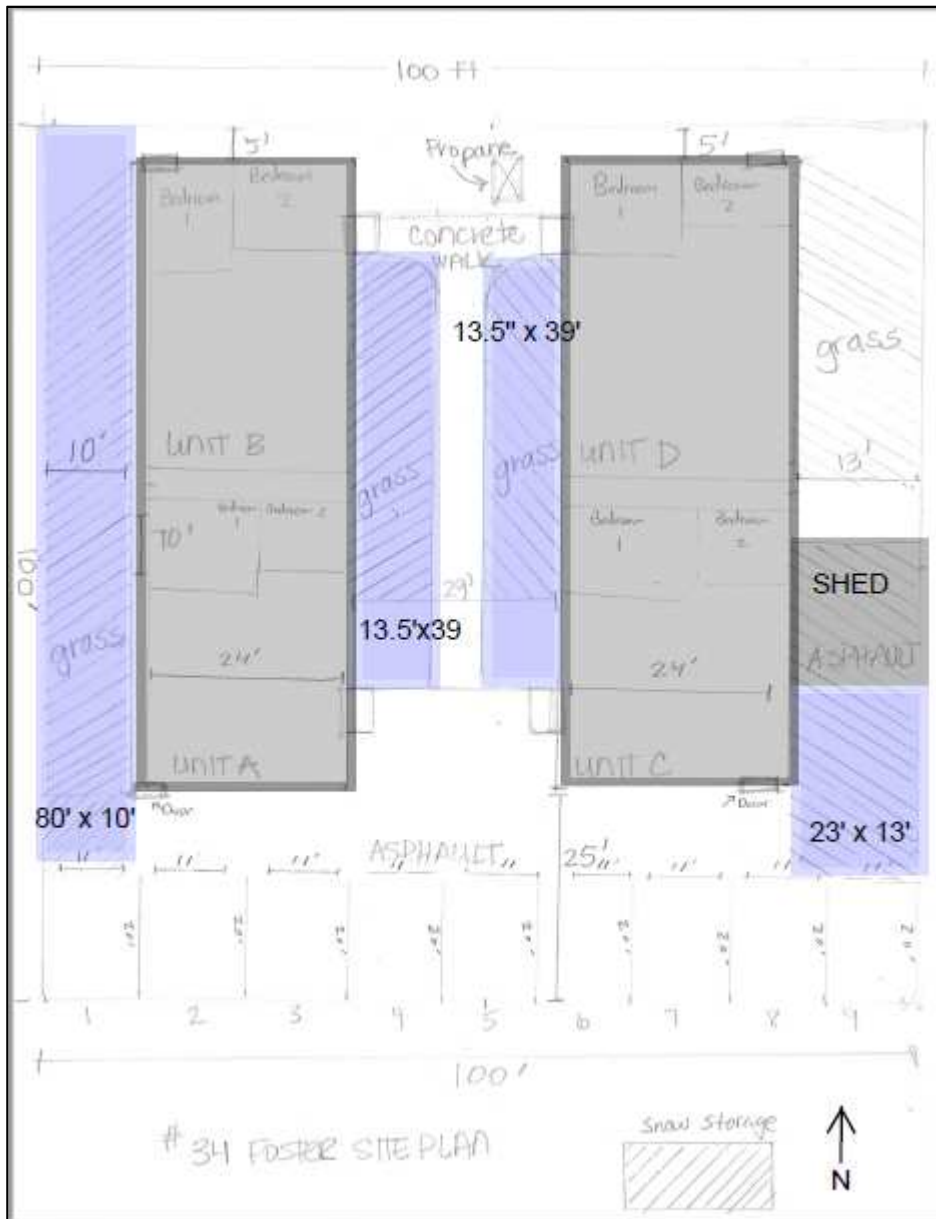


Figure 7. West snow-storage area



Figure 8. Walkway area



Figure 9. East snow-storage area





Figure 10. East inaccessible snow-storage area.



**LAND DEVELOPMENT TECHNICAL ADVISORY COMMITTEE (LDTAC)**

The LDTAC reviewed and approved the application for processing on March 7, 2022. The draft conditions of approval for this project were reviewed and approved by LDTAC June 6, 2022.

**PUBLIC HEARING NOTICE**

A notice was published in the June 4, 2022, edition of The Sheet. Notices were also mailed to all property owners within 300' of the project site.

**COMMENTS RECEIVED**

One comment letter was received on the project (Attachment 1) at the time this staff report was drafted. The letter did not oppose or support the project, but rather indicated the residential units encroach onto an adjacent property at the rear yard. Therefore, the rear-yard setback may also be

existing nonconforming, but a survey of the subject property would need to be completed. A condition requiring the survey, submittal of an adjusted site plan if necessary, and resolution with the neighbor on any encroachment prior to application for a Vacation Home Rental permit under Mono County General Plan Land Use Element Chapter 26 has been added to address this issue.

A verbal update will be provided on any public comments received after the drafting of this staff report. Reasonable opposition by neighbors who may be directly affected may be considered by the Planning Commission as grounds for denial, as stated below in Land Use Element, Action 1M.3.c.

### **CEQA COMPLIANCE**

The project is consistent with a Class 1 California Environmental Quality Act (CEQA) exemption.

Class 1 (15301) consists of 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:

- Conversion of a single-family residence to office use.

Residential units that are rented on a transient basis will still be used in a manner that is not substantially different from how they would be used if they were occupied by full-time residents or long-term renters. In addition, transient rentals are subject to compliance with regulations governing the management of these units stipulated in Mono County General Plan Chapter 26, which addresses aesthetics, noise, parking, utilities, and other similar issues. As a result, rental of a residential unit is not an expansion of use, and is no more intensive or impactful than, for example, conversion of a single-family residence to office use.

### **USE PERMIT FINDINGS**

The following provides findings and alternative findings that allow for either approval or denial of the project, in accordance with Mono County General Plan, Chapter 32, Processing-Use Permits.

Section 32.010, Required Findings:

1. *All applicable provisions of the Mono County General Plan are complied with, and the site of the proposed use is adequate in size and shape to accommodate the use and to accommodate all yards, walls and fences, parking, loading, landscaping and other required features because:*
  - a) The project is located within the June Lake Village area on a property designated Mixed Use. This designation is intended to provide for a wide range of compatible resident and visitor-oriented residential and commercial uses.

The site is adequate to accommodate transient rental for up to 12 persons total and four vehicles total. The property contains four units, two units will remain long-term rentals and two units will be used for transient rental. Transient rentals are operated in a manner similar to long-term residential occupancy.

The property has a shed nonconforming to the side-yard setback, and the property is nonconforming to lot coverage and snow-storage standards. The following criteria shall be considered by staff during the review of any application to expand/alter a nonconforming use (General Plan Land Use Element §34.020):

*A. Alterations of the nonconforming use shall not be detrimental to the intent of the land use designations, objectives and policies, specified in this General Plan.*

The alteration taking place is a change of use for two of the four existing residential units on the property. No new development is proposed, and the nonconforming components are not detrimental to the residential use of the property. The shed encroaching into the side-yard setback has not generated complaints. The amount of available snow-storage is 49' sf less than what is required and has not caused impacts to surrounding neighbors, and additional snow storage area can be provided if the shed is moved. Per General Plan Chapter 26 and the Vacation Home Rental Permit standards, snow removal is required for all parking and walkways. The applicant has stated that they will contract for snow-removal during winter months. The property exceeds the maximum lot coverage of 60% by 11%. The property was developed in 1980 as two separate parcel and merged in 1992. No new development has taken place, other than the placement of the nonconforming 10' x 10' shed, however without the shed the property remains over lot coverage by 532' sf.

The nonconforming elements will not be detrimental to the use of the property as a transient rental.

*B. The granting of permission to alter the nonconforming use shall not be substantially detrimental to the public health, safety or welfare or injurious to the property or improvements in the vicinity or adversely impact the surrounding properties more than the existing nonconforming use.*

The existing nonconforming features of the property will not be exacerbated by the change in use of two units from long-term rental to transient rental at this property. The change in use and nonconforming features will not have detrimental effects to public health, safety, or welfare, or be injurious to property or improvements in the vicinity. There is no record of complaints filed against the property and the property has not changed significantly since its initial development. The applicant/owner will contract for snow removal, mediating impacts of snow-storage. Transient rentals adjacent to, and within the vicinity of this project have not had detrimental impacts to surrounding properties.

*C. The alteration shall not increase the intensity of the use-category of the land, building or structure.*

No alteration to the nonconforming features will take place. The project will grant a change in use for two of the four units. Transient rental use

impacts and intensity have been found to be similar to long-term rental use. The residential use will remain, and the intensity of use is not expected to increase.

*D. If the proposed alteration could generate public controversy, the Director shall refer the application to the Planning Commission for its consideration.*

The project is being considered by the Planning Commission and may be conditioned as seen fit by the Commission. The project has not generated public controversy and is subject to General Plan Chapter 26 standards for mitigating public impacts.

**OR**

- b) The site is existing nonconforming to General Plan land development standards. The existing shed does not meet side-yard setback standards, the property exceeds the maximum lot coverage, and the property lacks the required amount of snow-storage. Occupation by unfamiliar visitors makes management of these nonconforming features more difficult and could impact public health, safety, and welfare, or be injurious to adjacent properties, because visitors would not understand how to efficiently maximize use of space. The change of use to transient rentals for two units may impact available housing units for the local workforce, contrary to General Plan Housing Element policies.
2. *The site for the proposed use related to streets and highways is adequate in width and type to carry the quantity and kind of traffic generated by the proposed use because:*
- a) The parcel is accessed by Foster Avenue. The road is maintained by the County and plowed in the winter. All parking must occur on-site. Off-site parking is prohibited, even when the road may have snow. The kind of traffic generated by the proposed use is similar to that of the existing residential uses. The parking area also meets Chapter 22, Fire Safe Standards. The finding can be made for the project.
3. *The proposed use will not be detrimental to the public welfare or injurious to property or improvements in the area on which the property is located because:*
- a) The project will not be detrimental to the public or property or improvement in the area because the use of the units will be similar to the existing use and the use will be the same as adjacent transient rental properties. The duration of stay by renters is not anticipated to be detrimental to properties in the area. This finding can be made.

**OR**

- b) The Board of Supervisors has enacted a moratorium on all new overnight rentals (rentals less than 30 days) of single-family residences (SFRs) in Mono County. The Board has identified overnight rentals of SFRs as reducing the housing stock for long-term rentals, negatively affecting the ability of local residents and workforce to find housing. This project seeks to eliminate long-term rental of two housing units. Public welfare may be impacted if employers are unable to hire employees due to the lack of available and affordable housing. This finding cannot be made.

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

- a) The Mixed-Use land use designation allows the use of a property as a transient rental, consistent with Chapter 26 and area plan policies, subject to a Director Review Permit. The designation also permits commercial lodging subject to a Director Review Permit.

The project is consistent with the following June Lake Area Policies:

- Objective 13.B. Promote well-planned and functional community development that retains June Lake's mountain-community character and tourist-oriented economy.
- Objective 13.I. Maintain the June Lake Village as the Loop's commercial core by providing a wide range of commercial and residential uses in a pedestrian-oriented atmosphere.

The project is consistent with the following June Lake Area Issues/Opportunities/Constraints:

- 19. Opportunities expressed about short-term rentals include meeting a tourism market need, economic development for June Lake, tax revenue for the County, assisting homeowners in keeping and upgrading their properties, the potential for reduced impact compared to long-term rentals, accountability and enforcement through regulation, protecting property rights, and educating, socializing with, and serving as ambassadors to visitors.
- 57. The June Lake Loop's economy is based upon its tourist industry orientation, and the area must be able to accommodate a significant spike in population during the busiest days. Summer activities such as fishing, camping, hiking and sightseeing presently draws the majority of the Loop's visitors.

This finding can be made.

**OR**

The project is consistent with the following General Plan, Issues/Opportunities/Concerns and should therefore be denied:

- #20, “the majority of the June Lake Loop's rental and affordable units exists in the Village”. Allowing two units to be covered to transient rental will remove units from the long-term rental market available to the local workforce.

This finding cannot be made.

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

## **ATTACHMENTS**

Attachment 1: Public comment letters

Attachment 2: Noticing

# MONO COUNTY

## Planning Division

### NOTICE OF DECISION – USE PERMIT

**USE PERMIT:** CUP 22-004

**APPLICANT:** Devin Valletta

**ASSESSOR PARCEL NUMBER:** 015-111-032

**PROJECT TITLE:** Valletta Transient Rental

**PROJECT LOCATION:** 34 Foster Avenue, June Lake

ANY AFFECTED PERSON, INCLUDING THE APPLICANT, NOT SATISFIED WITH THE DECISION OF THE COMMISSION, MAY WITHIN TEN (10) DAYS OF THE EFFECTIVE DATE OF THE DECISION, SUBMIT AN APPEAL IN WRITING TO THE MONO COUNTY BOARD OF SUPERVISORS.

THE APPEAL SHALL INCLUDE THE APPELLANT'S INTEREST IN THE SUBJECT PROPERTY, THE DECISION OR ACTION APPEALED, SPECIFIC REASONS WHY THE APPELLANT BELIEVES THE DECISION APPEALED SHOULD NOT BE UPHELD AND SHALL BE ACCOMPANIED BY THE APPROPRIATE FILING FEE.

**DATE OF DECISION:** June 16, 2022

### MONO COUNTY PLANNING COMMISSION

**DATED:** June 16, 2022

cc: X Applicant  
X Public Works  
X Building  
X Compliance

## **CONDITIONS OF APPROVAL**

### **Conditional Use Permit 22-004/Valletta**

1. Transient rental is limited to two units only. The applicant shall identify the units on the Vacation Home Rental permit applications. Occupancy shall not exceed six renters per rental unit and two vehicles per unit. Existing tenants can remain in their units until their leasehold interest terminate.
2. A minimum of ten required parking spaces shall be delineated with striping.
3. Two parking spaces per unit shall be designated for transient rental use with signage identifying the spaces.
4. Vehicle parking shall occur only on the property. Off-site and on-street parking are prohibited. Vehicle(s) shall not obstruct the flow of traffic on Foster Avenue.
5. The existing shed along the east side of the property shall be removed or relocated outside of required setbacks. Provide documentation of condition compliance with submittal of any Vacation Home Rental permit application.
6. The rear property line shall be surveyed, a revised site plan resubmitted to the Mono County Planning Division if changes result, and a resolution agreed upon with the rear yard neighbor at 23 Raymond Avenue (APN 015-111-015-000) and 33 Raymond Avenue (APN 015-111-014-000) prior to application for Vacation Home Rental permits. Provide documentation of condition compliance with application.
7. Snow removal shall be provided, which may include contracting for the service, and shall include trucking of snow by a commercial service with approved off-site snow storage when necessary to prevent impacts to any property, including without limitation, to avoid snow storage on adjacent properties, impacts to access or flooding onto the street or adjacent properties.
8. All rental customers must sleep within the dwelling; customers are not allowed to reside in an RV, travel-trailer, or similar mobile-living unit on the property.
9. A sufficient number of wildlife-resistant trash receptacles shall be available. Trash and other solid waste shall not be allowed to accumulate in or around the property and shall be removed promptly to a designated landfill, transfer station or other designated site. Property management shall be responsible for the cleanup if the tenants do not properly dispose of trash in wildlife-resistant containers.
10. Transient rental units shall meet the standards and requirements of Mono County General Plan Chapter 26.
11. Prior to operating, the owner shall obtain a Mono County Vacation Home Rental Permit, Mono County Business License and Mono County Transient Occupancy Tax Certificate. The required Housing Mitigation Ordinance (HMO) fees shall be paid prior to business license issuance.

12. The project shall comply with provisions of the Mono County General Plan, Mono County Code, project description, and all conditions.
13. The project shall comply with applicable requirements by other Mono County departments and divisions including, but not limited to, Mono County Building Division, Public Works, and Environmental Health requirements, and any California state health orders.
14. If any of these conditions are violated, this permit and all rights hereunder may be revoked in accordance with Section 32.080 of the Mono County General Plan, Land Development Regulations.
15. 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 or as specified in the conditions. If applicable, time shall be tolled during litigation. 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; and
  - C. No extension is granted as provided in Section 32.070 Extensions.
16. Extensions. 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.
17. Revocation. The 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 the Commission shall consider revocation of any permit, the Commission shall hold a public hearing thereon after giving written notice thereof to the permittee at least 10 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.



Re: Conditional Use Permit 22-004/Valletta

We are Andrew and Victoria Carter, owners of 33 Raymond Avenue, which backs onto the site in question. 33 Raymond Avenue is under construction and due to be completed at the end of July 2022. It will be our permanent home and we do have consent for it to be used as transient accommodation when we are travelling to visit family.

We do not object to this proposal in principle, however we would be sad to see the loss of affordable family rental accommodation in June Lake where such accommodation is scarce.

The purpose of this submission is to clarify the set-back described in the application as it is inaccurate. The property line at the back of the site is not 5 feet from Unit A, it is approximately 3 feet 9 inches from the structure. When we bought the land in August 2021, we had a land survey conducted by Eastern Sierra Land Surveys, inc., which shows the property line running continuously from the fence at the rear of 46 Foster Avenue to the rear of 23 Foster Avenue (copy of the survey attached). There are property line markers embedded in the ground that bear this out.

All the plans we have submitted to Mono County for building permits purposes have used this boundary. Our house is nearing completion and we have engaged Landscape Designers to landscape up to our property line. The work is scheduled to take place over the next few weeks.

We are fully aware that the property line leaves the back of the units at 34 Foster Avenue very close to our boundary and to the boundary of our neighbor at 23 Raymond Avenue. We can only assume that this was irrelevant when the units were built as all four lots belonged to the same owner. When that owner sold us our plot, she still retained ownership of 34 Foster Avenue and was aware of the position of the property line. In fact, on September 28<sup>th</sup>, 2021 a meeting was held on site with that owner, the owners of 23 Raymond Avenue, a prospective buyer of 34 Foster Avenue, the Realtor handling the sales (Lydia March of Sierra Crest Real Estate) and me (Victoria Carter). All parties agreed that the property line was as indicated by the embedded markers.

Whilst it may seem a petty to quibble about a mere foot, these are small lots and we have had to abide by Mono County conditions for set-back. We do not want to be in the position of having our property too close to the property line because the line was moved, and we did not speak up. We also want our neighbor to be clear where the property line is so that there is no misunderstanding in the future.

We would be grateful if these facts could be considered by the Commission and any plans amended accordingly.

Andrew and Victoria Carter  
PO Box 700, June Lake. [vikicarter@hotmail.com](mailto:vikicarter@hotmail.com) 978 394 2542.

Fence to rear of 46 Foster Avenue  
Boundary continues across rear of  
34 Foster Avenue



Marker in ground by fence to rear of  
46 Foster Avenue.

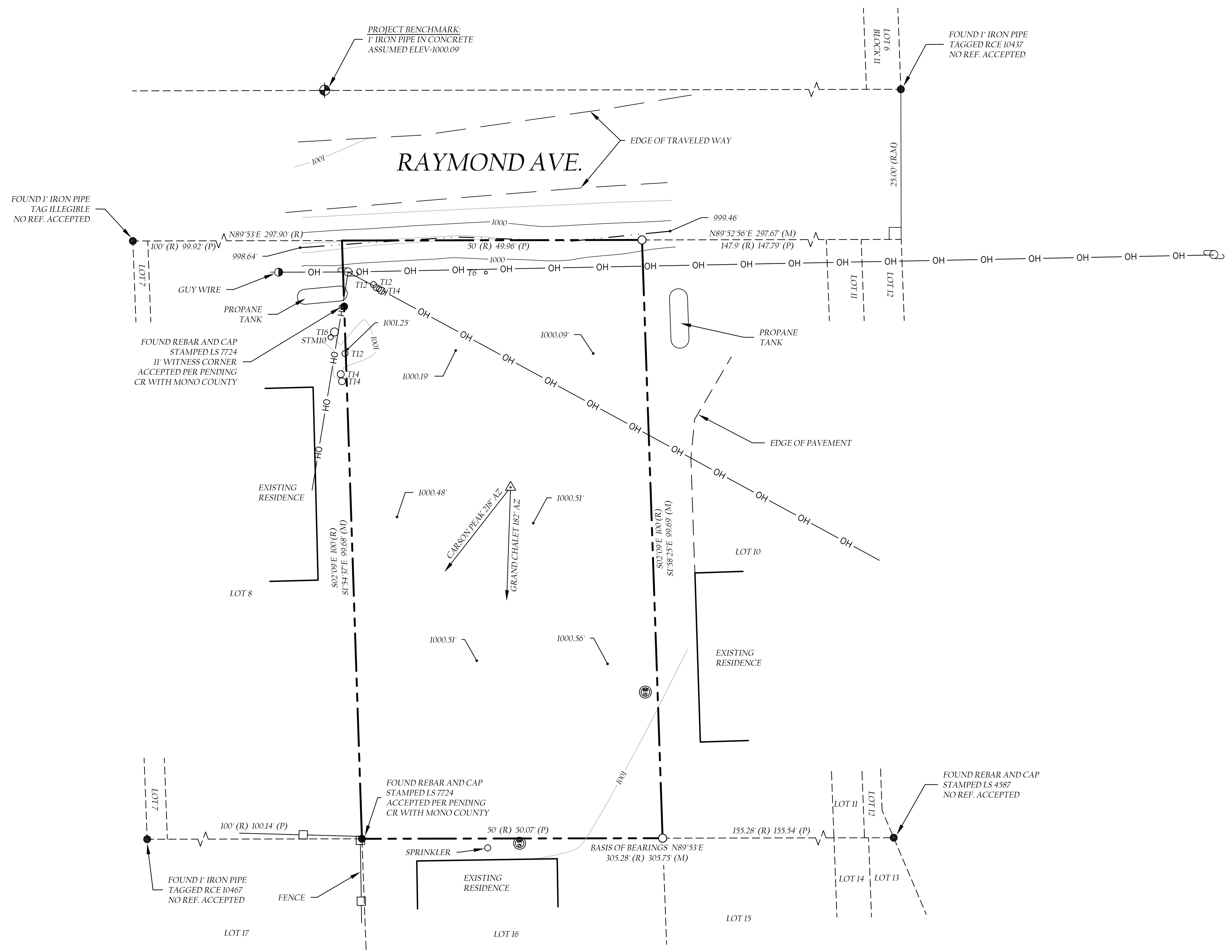


marker embedded in ground to east of 33 Raymond Avenue



rear of 33 Raymond Avenue and 34 Foster Avenue. Property line runs from marker by fence across the back of both units. Distance from units to property line is approx. 3 feet 9 inches.



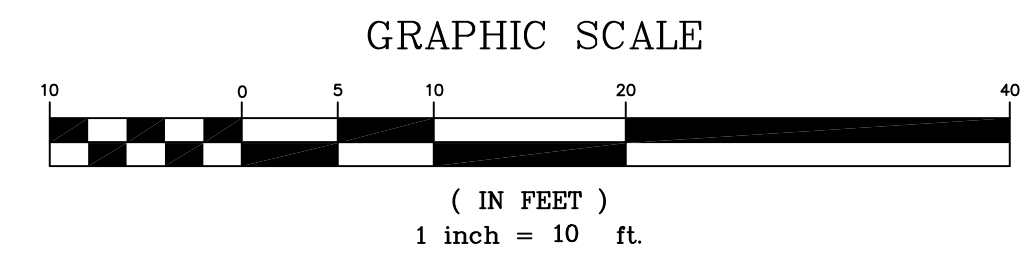
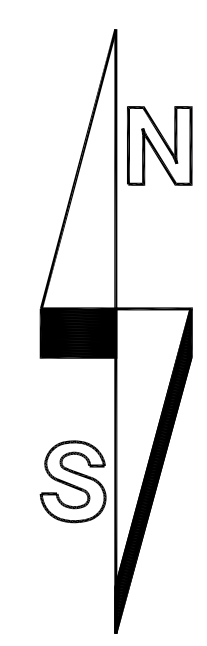


**ABBREVIATIONS**

AC. ACRES  
ELEV. ELEVATION  
SQ. FT. SQUARE FEET

**LEGEND**

- PROPERTY LINE
- - - ADJACENT PROPERTY LINE
- 505 — CONTOUR (1' INTERVAL)
- 1000.00' — SPOT ELEVATION
- - - - - FLOW LINE
- OH — OVERHEAD POWER LINE
- ⊙ IRRIGATION CONTROL VALVE
- ⊕ UTILITY POWER POLE
- T 24 TREE TRUNK SIZE AND TYPE  
T - TREE, TYPE UNKNOWN  
STM - STUMP



**RECORD INFORMATION**

- FOUND MONUMENT AS NOTED
- SET REBAR AND CAP, STAMPED LS 7724
- (R) RECORD INFORMATION PER MAP BOOK 1, PAGE 2
- (M) MEASURED PER FIELD SURVEY
- (P) PROPORTIONED

**SITE INFORMATION**

LOT 9, BLOCK 8, SILVER LAKE PINES 1  
MB 1/2  
4,983± SQ. FT., 0.11± AC.

**NOTES:**

NO EVIDENCE OF SEWER CONNECTION OR SEWER MAIN FOUND ON SITE.

I HEREBY STATE THAT I AM A LICENSED LAND SURVEYOR OF THE STATE OF CALIFORNIA. THIS MAP REPRESENTS A SURVEY MADE BY ME OR UNDER MY SUPERVISION IN OCTOBER, 2020. RECORD INFORMATION IS FROM MB 1/2. THIS MAP DOES NOT INCLUDE EASEMENTS EXCEPT THOSE SPECIFICALLY DELINEATED HEREON.

GUYRIEN LS. 7724 LIC. EXP. 12/31/2021

**BOUNDARY AND TOPOGRAPHIC SURVEY**  
**LOT 9, BLOCK 8, SILVER LAKE PINES 1**  
 PREPARED FOR: ANDY CARTER

Eastern Sierra Land Surveys, Inc.  
 10 Shuman Circle  
 Lakeview, CA 95946

Date:	10/03/20
Job No.:	20-047
Drawing:	20-047-RS-T
Scale:	1" = 40'
Drawn By:	GRIJ
Sheet:	1
1 of 1 Sheets	

## Michael Draper

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**From:** cynthia\_mps@verizon.net  
**Sent:** Tuesday, June 7, 2022 10:11 AM  
**To:** Michael Draper  
**Subject:** Valleta Site Plan Application - Permit 22-004/Valleta

**Importance:** High

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

You don't often get email from cynthia\_mps@verizon.net. [Learn why this is important](#)

### [EXTERNAL EMAIL]

Dear Mr. Draper,

This is regards to the hearing for Permit 22-004/Valleta. Our property at 23 Raymond Avenue, June Lake sits directly behind the Valleta property. After reviewing the plot map submitted by the Valleta's, I have issue with the 5 ft boundary marked behind their property. The actual property line is at the roof line of the their property, causing an encroachment of the back door and steps that go onto our property. (Please see county map for the property line.) The property next to ours, a new build by Carter Family, on Raymond Avenue had their property surveyed last year and there are survey markers in the ground for your review. Many witnessed the laser from the Surveyor and saw that the property line went across the wooden steps of the back property. My husband and I would like to join the zoom meeting on June 15<sup>th</sup>, to object to the property line in question. We have no problem with them converting the property from a 4 unit to a 2 unit, however we do have a problem with them claiming our property as theirs and further encroaching on our property. Any future renovations should require them removing the back door and the steps eliminating the encroachment onto our property.

Please let me know if there is a way forward to resolve the inaccurate map submitted by the Valleta's.

Regards,

Cynthia Deack (562) 861-9716

Property Owner

23 Raymond Avenue

June Lake, CA 93529

# Mono County Community Development Department

## Planning Division

P.O. Box 347  
Mammoth Lakes, CA 93546  
(760) 924-1800, fax 924-1801  
commdev@mono.ca.gov

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

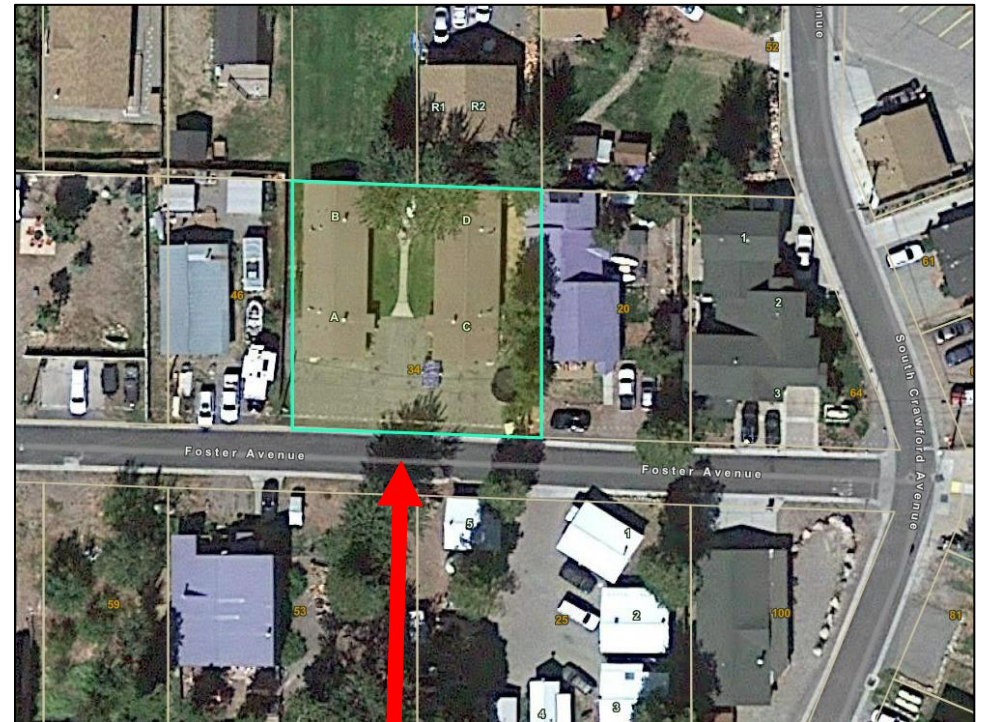
### **NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that the Mono County Planning Commission will conduct a public hearing on **June 16, 2022**. As authorized by AB 361, Mono County has declared a state of emergency, local officials have recommended or imposed measures to promote social distancing, and the legislative body has made such findings; therefore, the meeting will be accessible remotely by livecast at:

<https://monocounty.zoom.us/j/88293941545> and by telephone at: 669-900-6833 (Meeting ID# is 882 9394 1545) where members of the public shall have the right to observe and offer public comment, to consider the following: **9:00 a.m. Use Permit 22-004/Valletta**. The proposal is to create a transient rental of two, two-bedroom units within the existing four-unit multi-family complex located at 34 Foster Avenue, June Lake (APN 015-111-032). The property is designed Mixed Use and is 0.23 acres. The rentals will provide a total of four parking spaces and each unit will have a maximum occupancy not to exceed six persons. 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 livecast meeting by phone or online, and to submit comments to the Secretary of the Planning Commission, PO Box 347, Mammoth Lakes, CA, 93546, by **8 am on Thursday, June 16**, to ensure timely receipt, by email at [cddcomments@mono.ca.gov](mailto:cddcomments@mono.ca.gov) or via the livecast meeting (technology permitting). If you challenge the proposed action(s) in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to Secretary to the Planning Commission at, or prior to, the public hearing.

For additional information or questions, please contact the Mono County Planning Division:

Michael Draper, Planning Analyst  
P.O. Box 347  
Mammoth Lakes, CA 93546  
(760) 924-1805, [mdraper@mono.ca.gov](mailto:mdraper@mono.ca.gov)



**Project site: 34 Foster Avenue**

Mono County Community Development Dept.  
PO Box 347  
Mammoth Lakes, CA 93546

XXXX

# 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  
[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

May 31, 2022

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Mono County Planning Commission will conduct a public hearing on **June 16, 2022**. As authorized by AB 361, Mono County has declared a state of emergency, local officials have recommended or imposed measures to promote social distancing, and the legislative body has made such findings; therefore the meeting will be accessible remotely by livecast at: <https://monocounty.zoom.us/j/88293941545> and by telephone at: 669-900-6833 (Meeting ID# is 882 9394 1545) where members of the public shall have the right to observe and offer public comment, to consider the following: **9:00 a.m. Use Permit 22-004/Valletta**. The proposal is to create a transient rental of two, two-bedroom units within the existing four-unit multi-family complex located at 34 Foster Avenue, June Lake (APN 015-111-032). The property is designed Mixed Use and is 0.23 acres. The rentals will provide a total of four parking spaces and each unit will have a maximum occupancy not to exceed six persons. 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 livecast meeting by phone or online, and to submit comments to the Secretary of the Planning Commission, PO Box 347, Mammoth Lakes, CA, 93546, by **8 am on Wednesday, March 16**, to ensure timely receipt, by email at [cddcomments@mono.ca.gov](mailto:cddcomments@mono.ca.gov) or via the livecast meeting (technology permitting). If you challenge the proposed action(s) in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to Secretary to the Planning Commission at, or prior to, the public hearing.



**Mono County  
Community Development Department**

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[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** Lauren and Devin Valletta

**ADDRESS** 34 Foster Ave **CITY/STATE/ZIP** June Lake, Ca  
**TELEPHONE** ( 760 ) 815-3375 **E-MAIL** devin.valletta3@gmail.com

**APPLICATION # BEING APPEALED** \_\_\_\_\_

**DATE OF ACTION** June 16, 2022 **DATE OF APPEAL** June 26, 2022

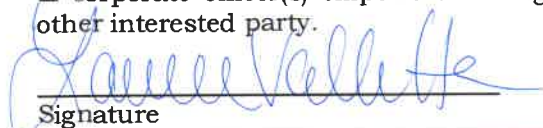
**NATURE OF APPEAL:** Describe what is being appealed. If it is a condition of approval, attach a copy of the project conditions and indicate which conditions are being appealed.  
Appeal the planning commissions decision.

**REASON FOR APPEAL:** Describe why the decision is being appealed.  
Did not give opportunity to speak at end for rebuttal. The shed is not ours and will be moved.

**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.

  
Signature

  
Signature

6/26/2022  
Date



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 16, 2022

**Departments: Board of Supervisors, sponsored by Supervisor Corless**

**TIME REQUIRED** 20 minutes

**PERSONS APPEARING BEFORE THE BOARD**

Phill Kiddoo, Great Basin Unified Air Pollution Control District

**SUBJECT** Wildfire Smoke Monitoring Presentation

**AGENDA DESCRIPTION:**

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

Presentation by Phill Kiddoo, Great Basin Unified Air Pollution Control District, regarding Wildfire Fire Smoke Monitoring.

**RECOMMENDED ACTION:**

None, informational.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Phill Kiddoo, Great Basin Unified Air Pollution Control District

**PHONE/EMAIL:** 760-932-5535 / pkiddoo@gbuapcd.org

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">Useful Websites for Smoke and Dust Events</a>
<a href="#">Power Point Presentation</a>

**History**

Time	Who	Approval
8/10/2022 4:03 PM	County Counsel	Yes
8/3/2022 8:57 AM	Finance	Yes

8/12/2022 2:08 PM

County Administrative Office

Yes



## GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537  
Tel: 760-872-8211 Fax: 760-872-6109

### BOARD REPORT

**Mtg. Date:** August 16, 2022

**To:** Mono County Board of Supervisors

**From:** Great Basin Unified Air Pollution Control District  
Phillip Kiddoo, Air Pollution Control Officer  
Kimberly Mitchell, Research and Systems Analyst

**Subject:** Wildfire Smoke Monitoring Presentation

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#### **Summary:**

As wildfire frequency and severity has increased in recent years, Mono County is likely to experience wildfire smoke impacts this summer and fall. Great Basin Unified Air Pollution Control District (Great Basin) will present (see Attachment 1) on efforts to monitor wildfire smoke impacts in the region, will share useful sources of information for the public, and will highlight ways for the public to reduce exposure.

Great Basin collects and disseminates data across Inyo, Mono and Alpine counties from several categories of air quality monitors and sensors including permanent regulatory monitoring stations, portable emergency monitors, and low-cost sensors. These data are distributed via multiple products to keep the public informed of current and historic conditions.

There are many tools and sources of information available to the public to aid in decision-making about exposure, activity, and travel during smoky periods. A list of resources can be found attached to this report (see Attachment 2.)

Members of the public can take steps to reduce their exposure to wildfire smoke by knowing their area's air quality conditions, reducing exposure to smoke, improving indoor air quality, following recommended actions for the current conditions, and by listening to their body.

#### Attachments:

1. Slideshow presentation, "Great Basin Unified Air Pollution Control District - Wildfire Smoke Monitoring"
2. Useful Websites for Smoke and Dust Events



## USEFUL WEBSITES FOR SMOKE AND DUST EVENTS

### Great Basin Unified Air Pollution Control District Information

- Air quality conditions – All GBUAPCD air quality concentrations:  
<https://www.gbuapcd.org/AirMonitoringData/CurrentConditions>
- Air quality conditions – GBUAPCD community Air Quality Index (AQI) levels:  
<https://www.gbuapcd.org>
- \*Active smoke events: <https://www.gbuapcd.org/AirMonitoringData/Smoke>
- Air quality cameras: <https://www.gbuapcd.org/cgi-bin/cameraViewer>
- \*Recommendations for wildfire smoke:  
<https://www.gbuapcd.org/AirMonitoringData/Smoke/smokyConditionsRecs.html>
- \*Visibility chart for smoky conditions:  
<https://www.gbuapcd.org/Docs/AirMonitoringData/Smoke/Recommendations/VisibilityChart.pdf>
- Information about health advisories:  
<https://www.gbuapcd.org/AirMonitoringData/HealthAdvisories/>

### External Information

- 72 hour smoke predictions (US Forest Service's BlueSky Daily Run):  
<https://tools.airfire.org/websky/v2/run/standard/CANSAC-1.33km/current#viewer>
- \*AirNow Fire and Smoke Map: <https://fire.airnow.gov/>
- Air Resource Advisor Deployments: <https://www.wildlandfiresmoke.net/ara/deployments>
- California Smoke Information: <http://californiasmokeinfo.blogspot.com/>
- Current Federal Fire Information (InciWeb): <https://inciweb.nwcg.gov/>
- How to create a clean room at home: <https://www.youtube.com/watch?v=V8DqzogXcVg>
- Indoor Air Filtration: <https://www.airnow.gov/sites/default/files/2021-07/indoor-air-filtration-factsheet.pdf>
- Interagency Wildland Fire Air Quality Response Program:  
<https://www.wildlandfiresmoke.net/>
- \*Mono County Public Health Wildfire Smoke: <https://monohealth.com/public-health/page/living-smoke>
- National Interagency Fire Map: <https://maps.nwcg.gov/>
- Ready Mono County: <https://ready.mono.ca.gov/>
- Smoke Monitoring (EBAM monitors):  
[https://tools.airfire.org/monitoring/v4/#/?category=PM2.5\\_nowcast&centerlat=37.649&centerlon=-118.0371&zoom=7](https://tools.airfire.org/monitoring/v4/#/?category=PM2.5_nowcast&centerlat=37.649&centerlon=-118.0371&zoom=7)
- Wildfire smoke – A guide for public health officials (Revised 2019):  
[https://www.airnow.gov/sites/default/files/2021-09/wildfire-smoke-guide\\_0.pdf](https://www.airnow.gov/sites/default/files/2021-09/wildfire-smoke-guide_0.pdf)



## GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537  
Tel: 760-872-8211 Fax: 760-872-6109

### BOARD REPORT

**Mtg. Date:** August 16, 2022

**To:** Mono County Board of Supervisors

**From:** Great Basin Unified Air Pollution Control District  
Phillip Kiddoo, Air Pollution Control Officer  
Kimberly Mitchell, Research and Systems Analyst

**Subject:** Wildfire Smoke Monitoring Presentation

---

#### **Summary:**

As wildfire frequency and severity has increased in recent years, Mono County is likely to experience wildfire smoke impacts this summer and fall. Great Basin Unified Air Pollution Control District (Great Basin) will present (see Attachment 1) on efforts to monitor wildfire smoke impacts in the region, will share useful sources of information for the public, and will highlight ways for the public to reduce exposure.

Great Basin collects and disseminates data across Inyo, Mono and Alpine counties from several categories of air quality monitors and sensors including permanent regulatory monitoring stations, portable emergency monitors, and low-cost sensors. These data are distributed via multiple products to keep the public informed of current and historic conditions.

There are many tools and sources of information available to the public to aid in decision-making about exposure, activity, and travel during smoky periods. A list of resources can be found attached to this report (see Attachment 2.)

Members of the public can take steps to reduce their exposure to wildfire smoke by knowing their area's air quality conditions, reducing exposure to smoke, improving indoor air quality, following recommended actions for the current conditions, and by listening to their body.

#### Attachments:

1. Slideshow presentation, "Great Basin Unified Air Pollution Control District - Wildfire Smoke Monitoring"
2. Useful Websites for Smoke and Dust Events



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 16, 2022

**Departments: Agricultural Commissioner**

**TIME REQUIRED** 15 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Nathan D. Reade, Agricultural  
Commissioner

**SUBJECT** 2021 Inyo and Mono Counties Crop  
and Livestock Report

**AGENDA DESCRIPTION:**

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

Presentation of the 2021 Inyo and Mono Counties Crop and Livestock Report by Agricultural Commissioner Nathan D. Reade.

**RECOMMENDED ACTION:**

None, informational only. Provide any desired direction to staff.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Janice Jackson

**PHONE/EMAIL:** 760-873-7860 / jjackson@inyocounty.us

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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

**History**

Time	Who	Approval
8/9/2022 12:19 PM	County Counsel	Yes
8/3/2022 8:58 AM	Finance	Yes

8/12/2022 2:02 PM

County Administrative Office

Yes





# COUNTIES OF INYO AND MONO



AGRICULTURE • WEIGHTS & MEASURES • OWENS VALLEY MOSQUITO ABATEMENT PROGRAM • EASTERN SIERRA WEED MANAGEMENT AREA  
MAMMOTH LAKES MOSQUITO ABATEMENT DISTRICT • INYO COUNTY COMMERCIAL CANNABIS PERMIT OFFICE

**Date:** August 2, 2022  
**To:** Honorable Board of Supervisors  
**From:** Nathan D. Reade, Agricultural Commissioner  
**Subject:** 2021 Crop Report Presentation

**Recommended Action:**

None

**Fiscal Impact**

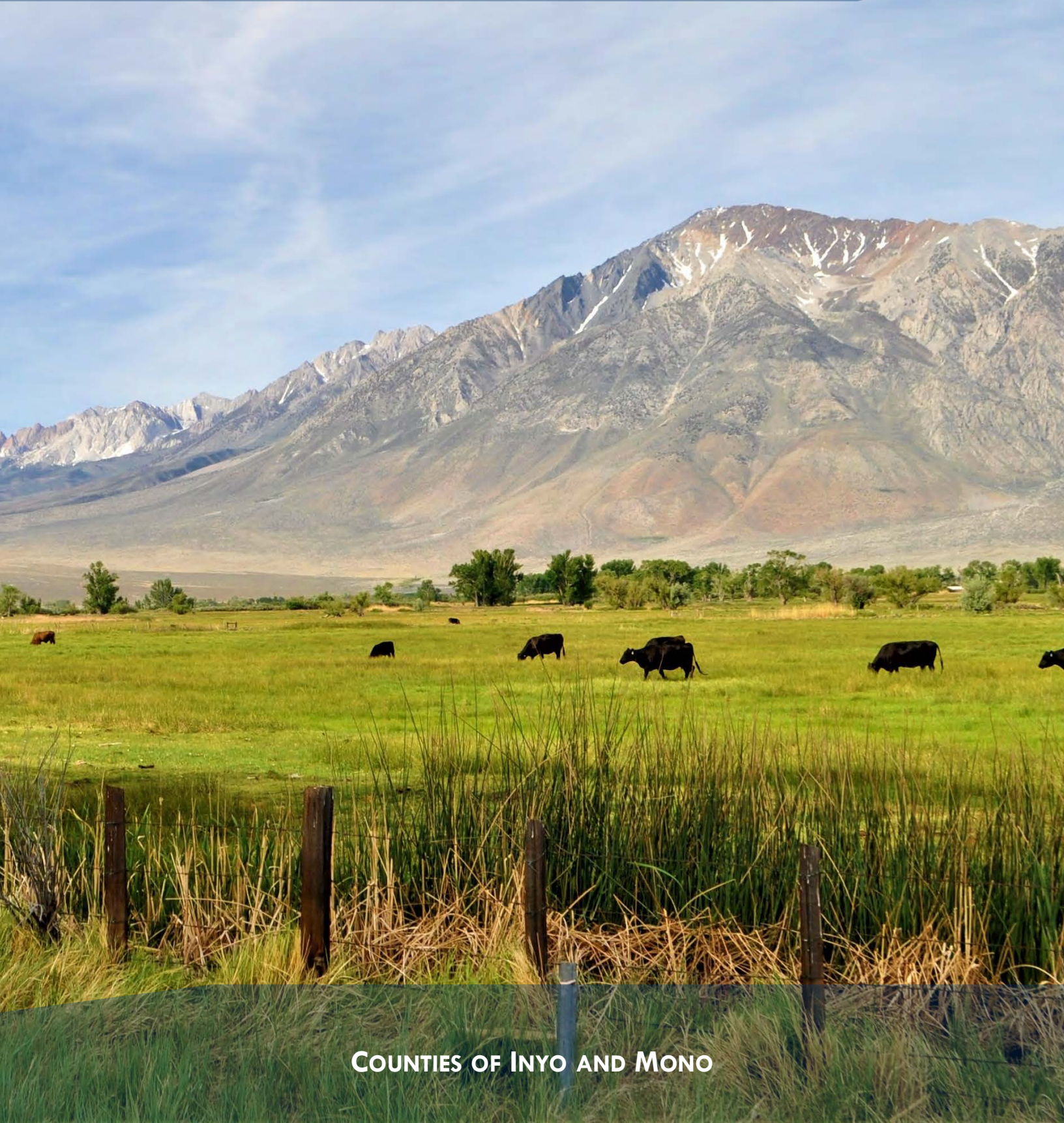
None

**Discussion**

Please accept the 2021 Inyo and Mono Counties Crop and Livestock Report and the associated presentation submitted in accordance with section 2279 of the California Food and Agricultural Code. Agriculture continues to be an integral part of Mono County's economy. This presentation will provide an overview of the 2021 production and associated values within Mono County.

# 2021

## CROP AND LIVESTOCK REPORT



COUNTIES OF INYO AND MONO

# Counties of Inyo and Mono Agricultural Commissioner's Office 2021 Crop and Livestock Report

## CONTENTS

- 1 Letter from the Commissioner
- 2 Functions of the Agricultural Commissioner's Office
- Agricultural Statistics—Inyo County
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## DEPARTMENT STAFF

Agricultural Commissioner/Director of Weights & Measures

Nathan Reade

Supervising Agricultural Biologist

Brent Calloway

Ag/Weights & Measures Inspector II

David Miller

Ag/Weights & Measures Inspector I

Carl Olsen

Office Technician II

Janice Jackson

Jennifer Sarten

Project Coordinator

Alexandra Barbella

Lead Field Technicians

Robert Miller      Carlos Paz

Field Technician I

Gabriel Mesquitez

Field Assistants

Steve Allen

Tom Jackson

Brandon Rohr

Brayan Gutierrez

Roger Tucker



# COUNTIES OF INYO AND MONO



AGRICULTURE • WEIGHTS & MEASURES • OWENS VALLEY MOSQUITO ABATEMENT PROGRAM • EASTERN SIERRA WEED MANAGEMENT AREA  
MAMMOTH LAKES MOSQUITO ABATEMENT DISTRICT • INYO COUNTY COMMERCIAL CANNABIS PERMIT OFFICE

Karen Ross, *Secretary*  
California Department of Food and Agriculture

Julie Henderson, *Director*  
California Department of Pesticide Regulation

The Honorable Board of Supervisors,  
County of Inyo

The Honorable Board of Supervisors,  
County of Mono

Dan Totheroh, *Chair*

Bob Gardner, *Chair*

Rick Pucci

Jennifer Roeser

Jennifer Kreitz

John Peters

Matt Kingsley

Jeff Griffiths

Stacy Corless

Rhonda Duggan

I am pleased to present the 2021 Inyo and Mono Counties' Annual Crop and Livestock Report. This report is prepared pursuant to California Food and Agriculture Code 2279, and is a statistical compilation of agriculture production in Inyo and Mono Counties. The values contained within this report reflect **gross** agricultural production within the two counties, and do not represent net profit or loss.

The gross combined agricultural production values for Inyo and Mono Counties in 2021 totaled \$56,019,000, representing an increase of 5% over 2020 production values. This was led primarily by significantly higher alfalfa pricing in 2021 over 2020, but also due to some increases in nursery product pricing as well.

Inyo County values specifically were essentially flat at \$21,230,000, only \$66,000 or .3% higher than 2020 despite some significant movement in certain commodity groups. Higher alfalfa pricing did not directly translate into higher production value in Inyo county due to less acreage in production from fallowing and in some cases poor yield. This can be directly attributed to drought conditions. Also, some acreage that had been in alfalfa in 2020 was converted to other less valuable field crops in 2021. The nursery products category rose 11% due to higher pricing with certain production crops, which served to mitigate the losses in the field crop category.

Mono County production value increased significantly at 9% and a production value of \$34,789,000, bolstered by increases across all commodity groups. Alfalfa was the main driver of the overall increase over 2020, rising over 22% due to commodity pricing increases. The livestock and livestock products commodity group was up 2% as well. Field crops and livestock and livestock products represent 99.6% of all production in Mono County.

I would like to thank my staff for assisting with the creation of this report. I'd also like to thank our local agricultural industry for their input, without which this report would not be possible.

Sincerely,

Nathan D. Reade  
Agricultural Commissioner

## Counties of Inyo and Mono Agricultural Commissioner's Office

The mission of the Inyo and Mono Counties Agricultural Commissioner's Office is to promote and protect the agricultural industry of the counties, protect the environment, and to ensure the health and safety of all of its citizens. The department is also responsible for fostering confidence and equity in the marketplace. The following are the main program areas:

### Human Safety and Environmental Protection

The County Agricultural Commissioner's Office protects the health and safety of all Inyo/Mono residents, its agricultural industries and its environment with a series of comprehensive regulatory programs designed to prevent the introduction of exotic pests and to ensure the safe use of pesticides. The five programs that exist to achieve these goals include:

- Pest Exclusion
- Pest Detection
- Pest Eradication
- Pest Management
- Pesticide Enforcement

### Consumer Protection and Product Quality

Product quality programs are designed to ensure the production and sales of quality eggs, honey, fruits, vegetables, and nursery and seed products. Quality standards that these programs ensure include maturity, grade, size, and weight. Packaging and labeling are also examined to ensure consumer expectations are met. The six programs include:

- Fruit and Vegetable Quality Control
- Organic Food Production
- Egg Quality Control
- Certified Farmers' Markets
- Nursery Inspection
- Seed Inspection

### Special Agricultural Services

The Agriculture Department also provides other mandated services, including:

- Apiary Inspection
- Crop Statistics
- Sustainable Agriculture

### Administrative and Education Outreach

Staff participate in a wide range of special projects intended to benefit Inyo/Mono citizens such as the legislative process, public information, education outreach efforts, as well as joint multi-agency and inter-county cooperative activities. Continuing education efforts sponsored by the Agriculture Department for pesticide safety help to ensure that local license-holders maintain adequate training.



## **Invasive Plant Management**

This division of the Agricultural Commissioner's office consists of 15 federal, state, county, and local agencies and entities. The Eastern Sierra Weed Management Area is dedicated to the eradication and control of invasive plant species in Inyo and Mono Counties through the cooperation and coordination of participating entities. The Eastern Sierra Weed Management Area participates in public outreach and education activities to ensure that people understand the threat of non-native weeds on our environment and agriculture industry.

## **Weights and Measures**

A gallon of gasoline, a cord of firewood, a loaf of bread, or a pound of fruits or vegetables...any item purchased is sold by weight, measure, or count. We protect the public from purchasing goods that are short weight or measure, and we protect businesses from giving their products and profits away when they use devices that could be inaccurate. We also verify that prices are scanned correctly at the counter, petroleum products meet quality standards, and weighmasters provide their customers accurate weighing devices. The eight programs in this category include:

- Weight Verification
- Measurement Verification
- Petroleum
- Transaction Verification
- Electronic Meters
- Compressed Gas Meters
- Weighmaster
- Device Repairmen Regulation

See page 15 for more information on this division.

## **Mosquito Abatement**

The purpose of this program is to provide the public with a consistent level of mosquito control that reduces the threat of disease transmission and the spread of large nuisance populations of mosquitoes. The Inyo/Mono Counties Agricultural Commissioner's Office administers the Owens Valley Mosquito Abatement Program and the Mammoth Lakes Mosquito Abatement District. See page 16 for more information on this division.

## **Inyo County Commercial Cannabis Permitting Office**

This division of our office coordinates the Commercial Cannabis Business License issuance, renewal, and oversight activities in Inyo County. Licensed activities include retail, manufacturing, distribution, testing, and cultivation. This office coordinates with the state of California Bureau of Cannabis Control as well as the CDFA CalCannabis to regulate local cannabis businesses.



# 2021

## Inyo County Crop and Livestock Statistics



### Inyo County General Information

<b>County Seat:</b>	Independence	<u>Average Climate</u>		
<b>County Population:</b>	19,016 (2020 census)		<b>High</b>	<b>Low</b>
<b>Land Area:</b>	10,180 sq. miles	<b>Bishop:</b>	<b>98°</b>	<b>22°</b>
<b>Population Density:</b>	1.87 persons per sq. mile	<b>Death Valley:</b>	<b>115°</b>	<b>37°</b>
<b>Highest Elevation:</b>	14,505 ft. (Mount Whitney)			
<b>Lowest Elevation:</b>	-282 ft. (Badwater, D.V.N.P.)			

#### Unincorporated Areas

Big Pine	Olancha
Cartago	Pearsonville
Independence	Shoshone
Lone Pine	

#### Land Ownership

<b>Federal:</b>	<b>92.0%</b>
<b>City of Los Angeles:</b>	<b>3.9%</b>
<b>State of California:</b>	<b>2.4%</b>
<b>Private:</b>	<b>1.7%</b>

#### Incorporated Cities

Bishop



## LIVESTOCK & LIVESTOCK PRODUCTS

	Year	Unit	Production	Value per Unit	Total	
Cattle & Calves	2021	Head	7,850	\$1,180	\$9,268,000	▼ 3%
	2020		8,070	\$1,182	\$9,539,000	
Sheep & Lambs*	2021	Head	4,090	\$220	\$899,000	▲ 20%
	2020		3,970	\$189	\$750,000	
Eggs	2021	Dozen	2,100	\$6.00	\$12,500	▲ 41%
	2020		2,100	\$4.25	\$8,940	
Wool	2021	Lbs	29,680	\$1.76	\$52,200	▼ 25%
	2020		28,820	\$2.41	\$69,500	
Miscellaneous**	2021				\$135,000	▼ 4%
	2020				\$141,000	
<b>Total Value</b>				<b>2021</b>	<b>\$10,367,000</b>	▼ 1%
				<b>2020</b>	<b>\$10,508,000</b>	

\* Includes feeder lamb gain.

\*\*Includes beef stocker gain, goats, hogs, and poultry.

## FIELD CROPS

	Year	Unit	Production	Value per Unit	Total	
Alfalfa Hay	2021	Ton	11,350	\$230	\$2,611,000	▼ 17%
	2020		15,550	\$201	\$3,126,000	
Pasture, Irrigated	2021	Acre	13,700	\$66	\$904,000	▼ 8%
	2020		14,000	\$70	\$980,000	
Pasture, Rangeland	2021	Acre	1,150,000	\$1.11	\$1,279,000	= 0%
	2020		1,150,000	\$1.11	\$1,279,000	
Miscellaneous*	2021	Acre	790	-	\$1,108,000	▲ 43%
	2020		621	-	\$777,000	
<b>Total Value</b>				<b>2021</b>	<b>\$5,902,000</b>	▼ 4%
				<b>2020</b>	<b>\$6,162,000</b>	

\*Includes grain hay, sudangrass, and other hay



## NURSERY PRODUCTS

	Year	Unit	Production	Value per Unit	Total	
Nursery Stock*	2021	Acre	221	-	\$4,346,000	▲11%
	2020		221	-	\$3,908,000	
<b>Total Value</b>				<b>2021</b>	<b>\$4,346,000</b>	▲11%
				<b>2020</b>	<b>\$3,908,000</b>	

\*Includes palms, turf, and miscellaneous plants.

## FRUIT AND NUT CROPS

	Year	Unit	Production	Value per Unit	Total	
Miscellaneous*	2021	Acres	32	-	\$386,000	▲1%
	2020		32	-	\$382,000	
<b>Total Value</b>				<b>2021</b>	<b>\$386,000</b>	▲1%
				<b>2020</b>	<b>\$382,000</b>	

\* Includes almonds, apples, apricots, blackberries, cherries, dates, figs, grapes (table), grapes (wine), nectarines, peaches, pears, pecans, persimmons, plums, pomegranates, raspberries, strawberries, and walnuts.

## APIARY PRODUCTS

	Year	Unit	Production	Value per Unit	Total	
Honey	2021	Lb	51,700	\$4.05	\$209,000	▲17%
	2020		56,600	\$3.15	\$178,000	
Miscellaneous*	2021	-	-	-	\$5,000	▼4%
	2020		-	-	\$5,200	
<b>Total Value</b>				<b>2021</b>	<b>\$214,000</b>	▲17%
				<b>2020</b>	<b>\$183,000</b>	

\* Includes beeswax and pollen.

## VEGETABLE CROPS

	Year	Unit	Production	Value per Unit	Total	
Miscellaneous*	2021	Acres	3	-	\$15,000	▼29%
	2020		4	-	\$21,000	
<b>Total Value</b>				<b>2021</b>	<b>\$15,000</b>	▼29%
				<b>2020</b>	<b>\$21,000</b>	

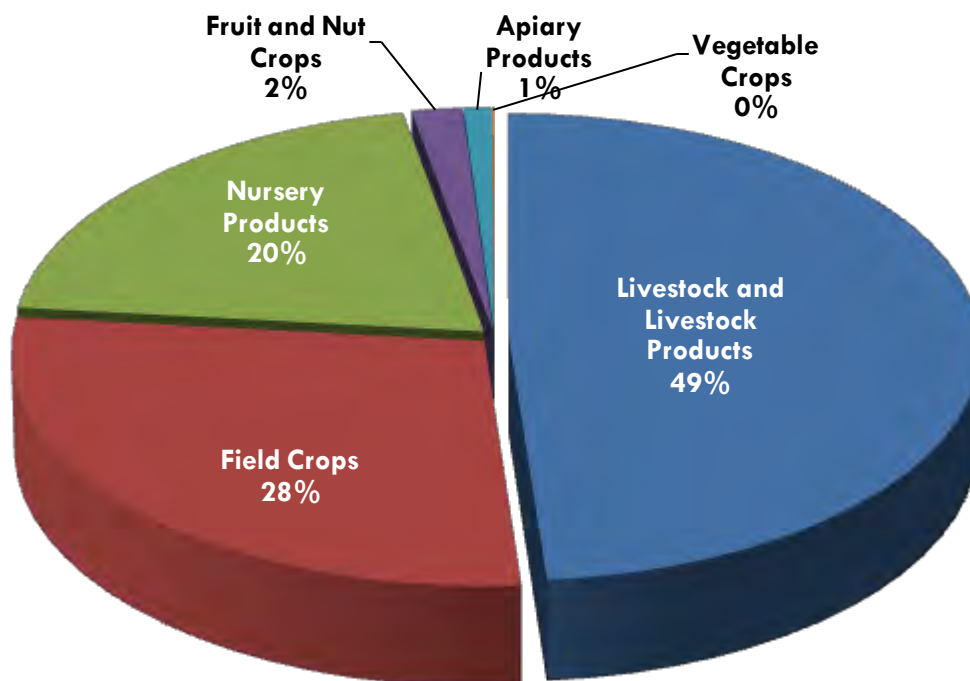
\* Includes Includes artichokes, beans, brassicas, carrots, cucumbers, eggplant, garlic, herbs, leafy greens, melons, onions, peppers, pumpkins, radishes, squash, sweet corn, tomatillos, tomatoes, and tubers.



## INYO COUNTY TOTALS

	Year	Total	
Livestock & Livestock Products	2021	\$10,367,000	▼ 1%
	2020	\$10,508,000	
Field Crops	2021	\$5,902,000	▼ 4%
	2020	\$6,162,000	
Nursery Products	2021	\$4,346,000	▲ 11%
	2020	\$3,908,000	
Fruit and Nut Crops	2021	\$386,000	▲ 1%
	2020	\$382,000	
Apiary Products	2021	\$214,000	▲ 17%
	2020	\$183,000	
Vegetable Crops	2021	\$15,000	▼ 29%
	2020	\$21,000	
<b>Total Value</b>	<b>2021</b>	<b>\$21,230,000</b>	<b>= 0%</b>
	<b>2020</b>	<b>\$21,164,000</b>	

## INYO COUNTY AGRICULTURAL PRODUCTION BY CATEGORY



# 2021

## Mono County Crop and Livestock Statistics

### Mono County General Information

County Seat:	Bridgeport
County Population:	13,195 (2020 census)
Land Area:	3,049 sq. miles
Population Density:	4.33 persons per sq. mile
Highest Elevation:	14,252 ft. (White Mountain)

#### Unincorporated Areas

Benton	June Lake
Bridgeport	Lee Vining
Chalfant Valley	Topaz
Coleville	Tom's Place
Hammil Valley	Walker

#### Incorporated Cities

Mammoth Lakes

#### Average Climate

	High	Low
Bridgeport:	81°	8°
Hammil Valley:	98°	22°

#### Land Ownership

Federal:	84.7%
City of Los Angeles:	3.2%
State of California:	3.6%
Private:	6.5%



## Livestock & Livestock Products

	Year	Unit	Production	Value per Unit	Total	
Cattle & Calves	2021	Head	8,600	\$1,180	\$10,148,000	▼ 3%
	2020		8,840	\$1,182	\$10,447,000	
Sheep & Lambs*	2021	Head	15,790	\$220	\$3,473,000	▲ 18%
	2020		15,630	\$189	\$2,954,000	
Wool	2021	Lbs	62,030	\$1.76	\$109,000	▼ 26%
	2020		61,090	\$2.41	\$147,000	
Miscellaneous**	2021				\$2,190,000	▲ 6%
	2020				\$2,066,000	
<b>Total Value</b>				<b>2021</b>	<b>\$15,920,000</b>	▲ 2%
				<b>2020</b>	<b>\$15,614,000</b>	

\*Includes feeder lamb gain.

\*\*Includes beef stocker gain, goats, hogs, and poultry.

## Field Crops

	Year	Unit	Production	Value per Unit	Total	
Alfalfa Hay	2021	Ton	58,900	\$252	\$14,844,000	▲ 22%
	2020		59,500	\$204	\$12,134,000	
Pasture, Irrigated	2021	Acre	19,885	\$74	\$1,471,000	▼ 3%
	2020		20,500	\$74	\$1,517,000	
Pasture, Rangeland	2021	Acre	1,078,000	\$1.43	\$1,542,000	= 0%
	2020		1,078,000	\$1.43	\$1,542,000	
Miscellaneous*	2021	Acre	1,756	-	\$860,000	▼ 19%
	2020		1,868	-	\$1,062,000	
<b>Total Value</b>				<b>2020</b>	<b>\$18,717,000</b>	▲ 15%
				<b>2019</b>	<b>\$16,255,000</b>	

\*Includes garlic, grain hay, sudangrass, and other hay

## Forest Products

	Year	Total	
Timber and Firewood	2021	\$85,100	▲ 3%
	2020	\$82,900	
<b>Total Value</b>	<b>2021</b>	<b>\$85,100</b>	▲ 3%
	<b>2020</b>	<b>\$82,900</b>	

## Fruit & Nut Crops

	Year	Unit	Production	Value per Unit	Total	
Miscellaneous*	2021	Acres	17	-	\$45,000	▲ 2%
	2020		17	-	\$44,200	
<b>Total Value</b>				<b>2021</b>	<b>\$45,000</b>	▲ 2%
				<b>2020</b>	<b>\$44,200</b>	

\* Includes grapes (wine), pome fruit, and stone fruit.

## Nursery Products

	Year	Unit	Production	Value per Unit	Total	
Nursery Stock*	2021	Acre	1	-	\$21,500	▲ 8%
	2020		1	-	\$20,000	
<b>Total Value</b>				<b>2021</b>	<b>\$21,500</b>	▲ 8%
				<b>2020</b>	<b>\$20,000</b>	

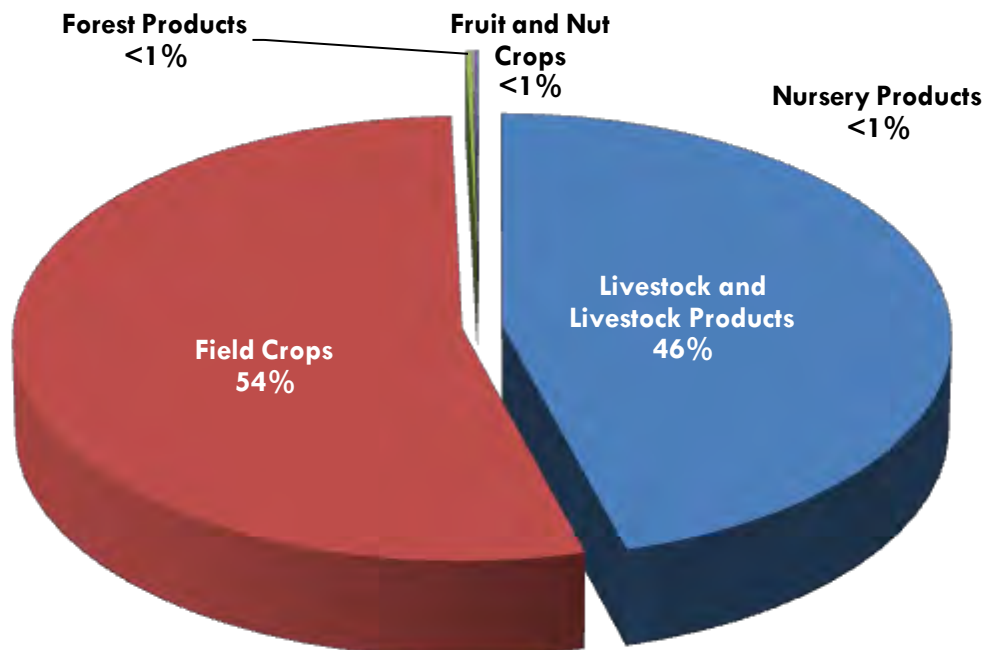
\* Includes various ornamental plants



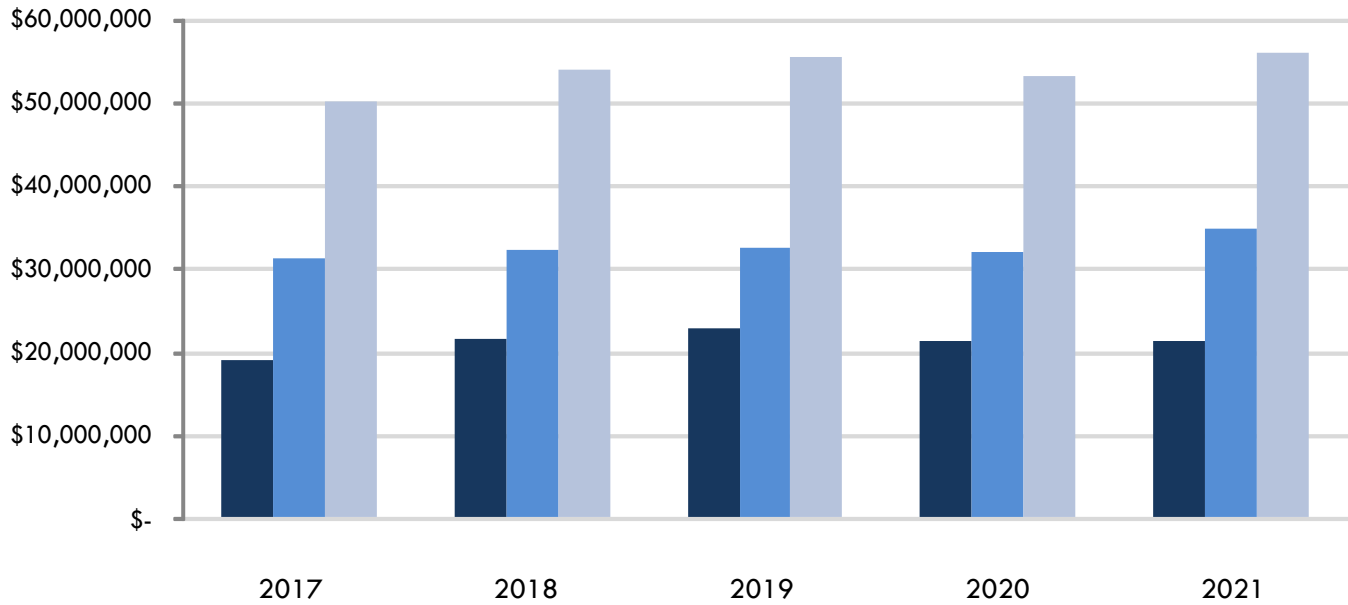
## Mono County Totals

	Year	Total	
Livestock & Livestock Products	2021	\$15,920,000	▲ 2%
	2020	\$15,614,000	
Field Crops	2021	\$18,717,000	▲15%
	2020	\$16,255,000	
Forest Products	2021	\$85,100	▲ 3%
	2020	\$82,900	
Fruit & Nut Crops	2021	\$45,000	▲ 2%
	2020	\$44,200	
Nursery Products	2021	\$21,500	▲ 8%
	2020	\$20,000	
<b>Total Value</b>	<b>2021</b>	<b>\$34,789,000</b>	▲ 9%
	<b>2020</b>	<b>\$32,016,000</b>	

## MONO COUNTY AGRICULTURAL PRODUCTION BY CATEGORY



# Five Year Comparison

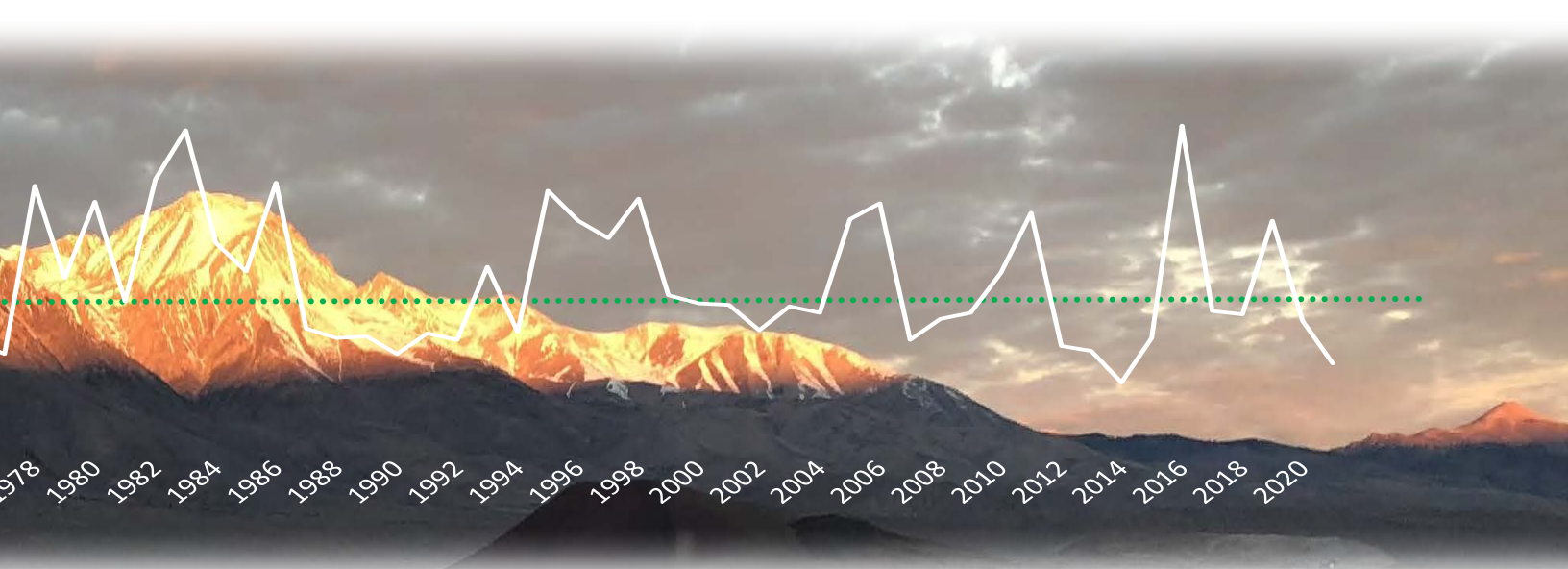
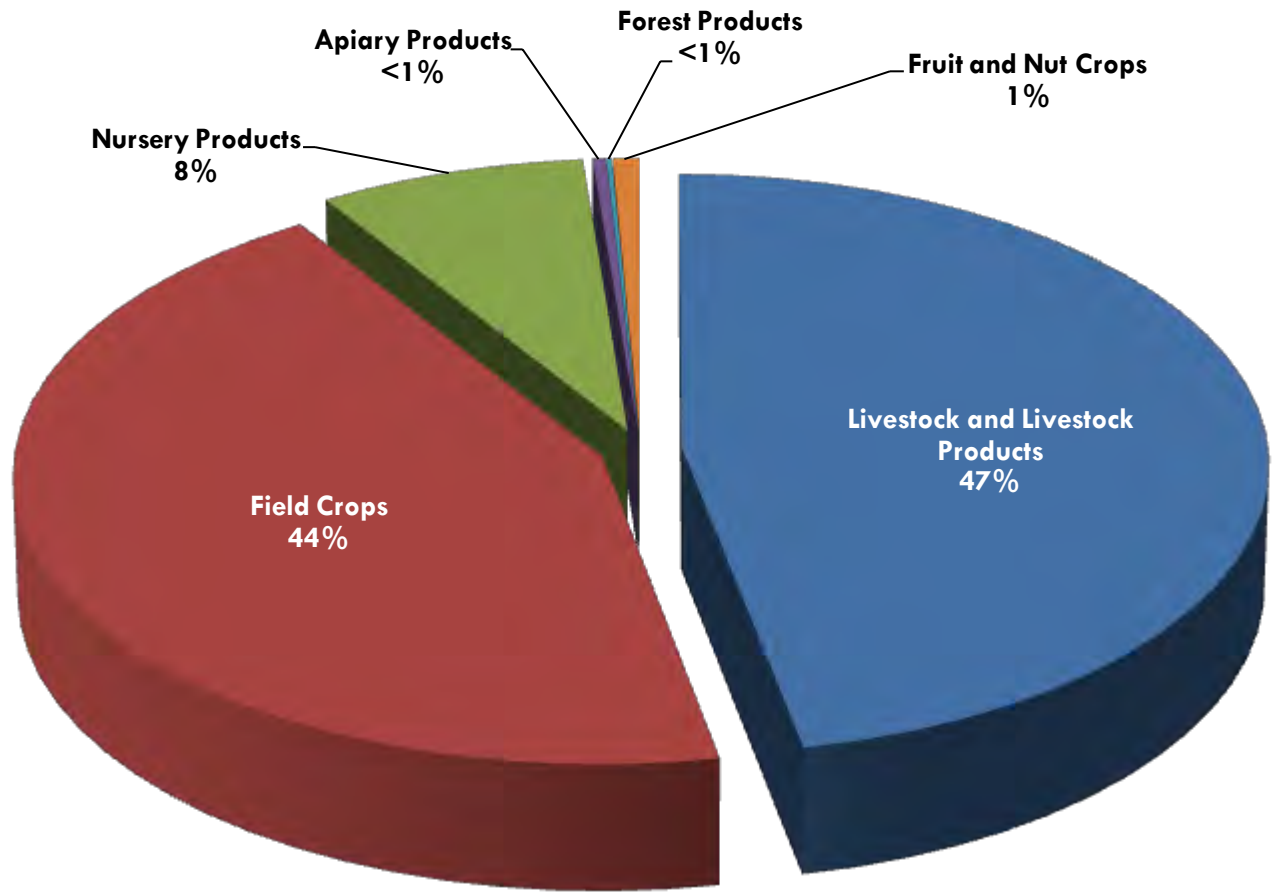


<b>Inyo County Totals</b>	<b>\$18,958,000</b>	<b>\$21,499,000</b>	<b>\$22,905,000</b>	<b>\$21,164,000</b>	<b>\$21,230,000</b>
<b>Mono County Totals</b>	<b>\$31,269,000</b>	<b>\$32,347,000</b>	<b>\$32,538,000</b>	<b>\$32,016,000</b>	<b>\$34,789,000</b>
<b>Combined Totals</b>	<b>\$50,227,000</b>	<b>\$53,846,000</b>	<b>\$55,443,000</b>	<b>\$53,180,000</b>	<b>\$56,019,000</b>

# Eastern Sierra Runoff Chart



# Combined Agricultural Production by Category





## Commodities Grown by Certified Producers

Basil, chives, cilantro, dill, parsley, rosemary, sage, savory, tarragon, thyme, lemon balm, lavender, oregano, mint, eggplant, tomato, cucumber, goji berries, peppers, green onions, pumpkins, okra, onions, beets, fennel, garlic, carrots, lettuce, kale, chard, grapes, apples, dates, peaches, pears, apricots, cherries, plums, pomegranates, figs, watermelons, cantaloupes, honeydew, raspberries, blackberries, elderberries, currants, peas, sweet peas, various bean varieties, zucchini, cut flowers, and eggs.

## Sustainable Agriculture and Outreach

### Invasive Plant Targets

<u>Pest</u>	<u>Agent/Mechanism</u>	<u>Number of Sites</u>	<u>Acres</u>
Puncturevine	Biological Control	14 sites	~
Dalmatian Toadflax	Mechanical	4 sites	250
Yellow Starthistle	Mechanical/Herbicide	4 sites	19
Russian Knapweed	Herbicide	10 sites	5,209
Canada Thistle	Herbicide	26 sites	5,265
Spotted Knapweed	Herbicide	10 sites	221
Halogeton	Mechanical	19 sites	6,918
Scotch Thistle	Herbicide	10 sites	2,141
Camelthorn	Herbicide	1 site	11
Saltcedar	Herbicide	2 sites	85
Perennial Pepperweed	Herbicide	140	55,061

### Outreach Program

During 2021, the Inyo/Mono Counties' Agriculture Department conducted:

- 1 continuing education event covering Inyo and Mono Counties with over 90 professional card holders and private applicators attending, to meet California state continuing education requirements. A second event was planned but was moved to 2022.
- Various outreach activities with stakeholders such as the public, other agencies, and industry.

The Department's inspection surveillance area, which encompasses over 10,000 square miles, provided outreach from northern Mono County, including several California and Nevada field crop growers located in the Antelope Valley area, to the southern tip of Inyo County, including a large commercial turf grass farm in the Sandy Valley, near Las Vegas, Nevada. The Inyo/Mono Agricultural Commissioner's office is tasked with the surveillance of 50% of the California/Nevada border for pests that could endanger the agricultural industry of California.

# Weights and Measures

## Device Inspection Program

We are responsible for inspection, certification, or condemnation of all commercially used meters (retail motor fuel, propane/vapor, and electric), scales (aggregate and cement hoppers, vehicle, livestock, computing, platform and spring scales); and any other type of device that is used to weigh or measure to determine a value for the purpose of sales. Enforcement actions can include issuance of citations initiating prosecution of violations. 1,000 devices were inspected. 13 consumer complaints were received and investigated by the Inyo/Mono Counties' Weights and Measures Department throughout the year resulting in 1 notice of violation. Regular inspections protect consumers from misrepresentation and maintain fair competition between sellers.

## Petroleum Program

We ensure the quality of petroleum products sold within the two Counties including; sampling of fuels, inspection and investigation of complaints. We also regulate all commercial advertisements of such products including price signs and labeling. While conducting these inspections, staff will also check for credit card skimming devices.

## Package Inspections

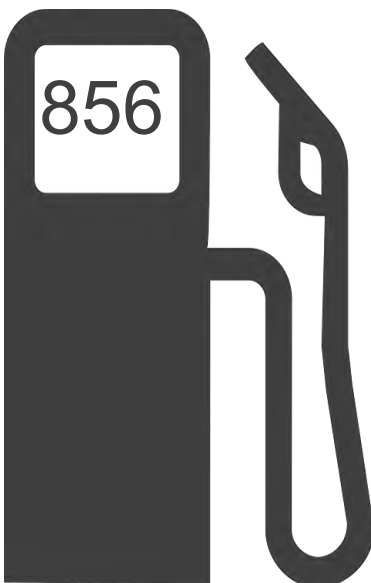
We inspect pre-packaged commodities in retail and wholesale facilities to determine proper weights, count or volume. We also verify proper sales equipment involving scanners, performing test purchases to insure accurate charges.

## Weighmaster Enforcement

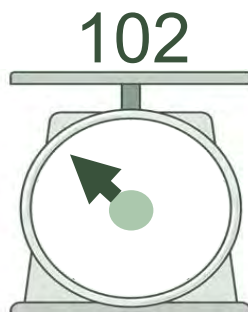
Weighmaster licenses are issued through our office to persons or entities that sell bulk commodities. Enforcement of weighmaster laws ensures that these transactions are accurate.

## Device Repairman Regulation

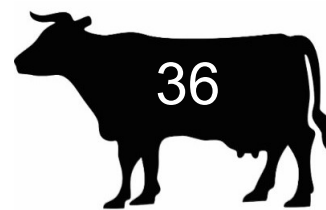
Anyone who installs or repairs a weighing or measuring device in Inyo or Mono Counties must register with our office and inform our office when work takes place. This ensures that devices are not tampered with and transaction equity.



Retail Fuel Meters



Counter and Computing Scales



Livestock Scales



Vehicle Scales



Aggregate Scales

**54**  
Other Weighing and  
Measuring Devices

# Mosquito Abatement



## What is the mosquito abatement program?

The purpose of the program is to control mosquito populations throughout the Owens Valley from Olancho to Round Valley and also in Mammoth Lakes so that these pests and their associated diseases are abated adequately.

## Monitoring

The Owens Valley Mosquito Abatement Program (OVMAP) and Mammoth Lakes Mosquito Abatement District (MLMAD) conduct surveillance to determine mosquito populations using several methods. Mosquito traps are deployed in several locations throughout the Owens Valley and in the Town of Mammoth Lakes, and are checked frequently to determine level of adult mosquito populations. Disease monitoring is component of this trapping effort, and insects caught in traps are sent to sample for the presence of certain diseases that mosquitos are known to spread. Complaints are logged and responded to, creating records that can also help with monitoring efforts. At times, staff will travel to areas where complaints are high and record landing rates of mosquitos to further gauge population density.

## Biocontrol

**Mosquito Fish** - The mosquito fish have been one of the most effective non-insecticidal and non-chemical methods of controlling mosquitoes for over eighty years. They breed throughout the summer and new broods are produced at intervals of about six weeks, with 50 to 100 young in a single brood. They are ready to begin the work of destroying mosquito larvae at once. Mosquito fish can eat mosquito larvae as fast as the larvae hatch from eggs, as many as 100 per day. Mosquito fish live 2-3 years and can tolerate a wide range of temperatures.

**Larviciding** - Routine larviciding of many hundreds of mosquito sources each week prevent immature mosquito larvae from reaching the flying and biting adult stage. This preferred first option for killing mosquitos is the cheapest and most effective method.

## Adulticiding

When larviciding does not control mosquito populations adequately, OVMAP and MLMAD conduct adulticiding measures to protect our local communities from irritating insect bites and the potential for spreading of disease.

## Public Outreach and Cultural/Environmental Control

Outreach to residents about altering or removing conditions that best suit mosquito breeding is another effective tool in the OVMAP/MLMAD toolbox. These controls include proper irrigation practices, pool maintenance, and even making sure small containers or tires stored outside do not fill with stagnant water. Reducing the habitat conducive to mosquito breeding in the very areas where we live is a large step toward fewer itchy bites. Outreach efforts occur throughout the year through personal contact and social media, as well as at community events such as the Tri-County Fair.





### The Evolution of California Agricultural Commissioners and Sealers

The California Agricultural Commissioners trace their origins back 141 years. The goal of the Agricultural Commissioners is to protect the State's crops from the ravages of pests both domestic and imported. Then, as now, one of the principle weapons employed was a legal device called a "quarantine", which is derived from the French word "quarante", meaning "forty". The quarantine came about as a detention device, its first use being in the year 1340 when passengers on ships bound for Venice, Italy, were detained on board ship for 40 days. This was considered a long enough period to determine whether or not those passengers carried with them the Black Plague, which was killing many people in Europe in the mid-14th century.

California's first statewide program, which was the beginning of the present Department of Food and Agriculture, began with "An Act For the Promotion of Viticultural Industries of the State" on April 5, 1880. It provided for the appointment of a Board of State Viticultural Commissioners whose duties included the study of the grape root rot disease, *Phylloxera*. The Act specified that the University of California was responsible for instruction and experiments - a concept still existing today - giving the University the authority for research and the Department the regulatory functions. The Act provided for seven viticultural districts.

Until the year 1911, the duties of the State Board of Horticulture, the State Commissioner of Horticulture, county boards of horticulture commissioners and the county horticulture commissioners were limited to just a few obligations. These obligations consisted of preventing the introduction into the state of pests from outside its boundaries, prevention of spread of insect pests and plant diseases through the media of nursery stock, fruit boxes, and other containers, and the inspection of nurseries. The years that followed would find the duties not only intensified in the same areas, but expanded into many other aspects of agriculture.

In the beginning the regulatory concern was to protect the California farmer from the depredations of exotic pests. After 1911, these duties were to be expanded to include concerns of the marketplace (standardization), and such cultural aids as assistance to the farmer in weed control and control of rodents and other damaging creatures. Later, they would enlarge to assure the farmer honest weights and measures, and protection from unscrupulous middlemen. Finally, the regulations would blossom into the full relationship of the farmer and the consumer.

Today, the California Department of Food and Agriculture and County Agricultural Commissioners are as busy helping the consumer as they are the farmer. They keep exotic pests away from the farmer's fields by fighting them in city gardens, where they nearly always are found first. By so doing, they are affording city people as much protection as farmers, for these pests generally can wreak as much havoc in the city as in the country. They provide for, and oversee, standardization practices, thus insuring the farmer's good markets for their products and insuring quality for consumers. They promote marketing of goods in a variety of ways, also assuring quality and quantity to consumers. They look after the health of livestock and plants, and the same benefits accrue to the consumer. They insist on measurement standards that also have dual blessings; and they assure the consumer and the farmer protection against the careless use of pesticides, thus affording protection to both people and the environment.



**COUNTIES OF INYO AND MONO  
AGRICULTURAL COMMISSIONER'S OFFICE**

**1360 NORTH MAIN STREET  
BISHOP, CA 93514  
760.873.7860**



# 2021 CROP AND LIVESTOCK REPORT

COUNTIES OF INYO AND MONO AGRICULTURAL COMMISSIONER'S OFFICE



BOARD OF SUPERVISORS PRESENTATION  
MONO COUNTY

## Counties of Inyo and Mono Agricultural Commissioner's Office

The mission of the Inyo and Mono Counties Agricultural Commissioner's Office is to promote and protect the agricultural industry of the counties, protect the environment, and to ensure the health and safety of all of its citizens. The department is also responsible for fostering confidence and equity in the marketplace. The following are the main program areas:

### Human Safety and Environmental Protection

The County Agricultural Commissioner's Office protects the health and safety of all Inyo/Mono residents, its agricultural industries and its environment with a series of comprehensive regulatory programs designed to prevent the introduction of exotic pests and to ensure the safe use of pesticides. The five programs that exist to achieve these goals include:

- Pest Exclusion
- Pest Detection
- Pest Eradication
- Pest Management
- Pesticide Enforcement

### Consumer Protection and Product Quality

Product quality programs are designed to ensure the production and sales of quality eggs, honey, fruits, vegetables, and nursery and seed products. Quality standards that these programs ensure include maturity, grade, size, and weight. Packaging and labeling are also examined to ensure consumer expectations are met. The six programs include:

- Fruit and Vegetable Quality Control
- Organic Food Production
- Egg Quality Control
- Certified Farmers' Markets
- Nursery Inspection
- Seed Inspection

### Special Agricultural Services

The Agriculture Department also provides other mandated services, including:

- Apiary Inspection
- Crop Statistics
- Sustainable Agriculture

### Administrative and Education Outreach

Staff participate in a wide range of special projects intended to benefit Inyo/Mono citizens such as the legislative process, public information, education outreach efforts, as well as joint multi-agency and inter-county cooperative activities. Continuing education efforts sponsored by the Agriculture Department for pesticide safety help to ensure that local license-holders maintain adequate training.



### Invasive Plant Management

This division of the Agricultural Commissioner's office consists of 1.5 federal, state, county, and local agencies and entities. The Eastern Sierra Weed Management Area is dedicated to the eradication and control of invasive plant species in Inyo and Mono Counties through the cooperation and coordination of participating entities. The Eastern Sierra Weed Management Area participates in public outreach and education activities to ensure that people understand the threat of non-native weeds on our environment and agriculture industry.

### Weights and Measures

A gallon of gasoline, a cord of firewood, a loaf of bread, or a pound of fruits or vegetables...any item purchased is sold by weight, measure, or count. We protect the public from purchasing goods that are short weight or measure, and we protect businesses from giving their products and profits away when they use devices that could be inaccurate. We also verify that prices are scanned correctly at the counter, petroleum products meet quality standards, and weighmasters provide their customers accurate weighing devices. The eight programs in this category include:

- Weight Verification
- Measurement Verification
- Petroleum
- Transaction Verification
- Electronic Meters
- Compressed Gas Meters
- Weighmaster
- Device Repairmen Regulation

See page 15 for more information on this division.

### Mosquito Abatement

The purpose of this program is to provide the public with a consistent level of mosquito control that reduces the threat of disease transmission and the spread of large nuisance populations of mosquitoes. The Inyo/Mono Counties Agricultural Commissioner's Office administers the Owens Valley Mosquito Abatement Program and the Mammoth Lakes Mosquito Abatement District. See page 16 for more information on this division.

### Inyo County Commercial Cannabis Permitting Office

This division of our office coordinates the Commercial Cannabis Business License issuance, renewal, and oversight activities in Inyo County. Licensed activities include retail, manufacturing, distribution, testing, and cultivation. This office coordinates with the state of California Bureau of Cannabis Control as well as the CDFA CalCannabis to regulate local cannabis businesses.





I am pleased to present the 2021 Inyo and Mono Counties' Annual Crop and Livestock Report. This report is prepared pursuant to California Food and Agriculture Code 2279, and is a statistical compilation of agriculture production in Inyo and Mono Counties. The values contained within this report reflect **gross** agricultural production within the two counties, and do not represent net profit or loss.

-

The gross combined agricultural production values for Inyo and Mono Counties in 2021 totaled \$56,019,000, representing an increase of 5% over 2020 production values. This was led primarily by significantly higher alfalfa pricing in 2021 over 2020, but also due to some increases in nursery product pricing as well.

Mono County production value increased significantly at 9% and a production value of \$34,789,000, bolstered by increases across all commodity groups. Alfalfa was the main driver of the overall increase over 2020, rising over 22% due to commodity pricing increases. The livestock and livestock products commodity group was up 2% as well. Field crops and livestock and livestock products represent 99.6% of all production in Mono County.



# 2021

## Mono County Crop and Livestock Statistics



### Mono County General Information

County Seat:	Bridgeport	Average Climate	
County Population:	13,195 (2020 census)	High	Low
Land Area:	3,049 sq. miles	Bridgeport: 81°	8°
Population Density:	4.33 persons per sq. mile	Hammil Valley: 98°	29°
Highest Elevation:	14,252 ft. (White Mountain)		

#### Unincorporated Areas

Benton	June Lake
Bridgeport	Lee Vining
Chalfant Valley	Topaz
Caleville	Tom's Place
Hammil Valley	Walker

#### Land Ownership

Federal:	84.7%
City of Los Angeles:	3.2%
State of California:	3.8%
Private:	6.3%

#### Incorporated Cities

Mammoth Lakes

### Livestock & Livestock Products

	Year	Unit	Production	Value per Unit	Total		
Cattle & Calves	2021	Head	8,600	\$1,180	\$10,148,000	▼ 3%	
	2020		8,840	\$1,182	\$10,447,000		
Sheep & Lambs*	2021	Head	15,790	\$220	\$3,473,000	▲18%	
	2020		15,630	\$189	\$2,954,000		
Wool	2021	Lbs	62,030	\$1.76	\$109,000	▼26%	
	2020		61,090	\$2.41	\$147,000		
Miscellaneous**	2021				\$2,190,000	▲6%	
	2020				\$2,066,000		
<b>Total Value</b>					<b>2021</b>	<b>\$15,920,000</b>	▲2%
					<b>2020</b>	<b>\$15,614,000</b>	

\*Includes feeder lamb gain.

\*\*Includes beef stocker gain, goats, hogs, and poultry.

### Field Crops

	Year	Unit	Production	Value per Unit	Total		
Alfalfa Hay	2021	Ton	58,900	\$252	\$14,844,000	▲22%	
	2020		59,500	\$204	\$12,134,000		
Pasture, Irrigated	2021	Acre	19,885	\$74	\$1,471,000	▼ 3%	
	2020		20,500	\$74	\$1,517,000		
Pasture, Rangeland	2021	Acre	1,078,000	\$1.43	\$1,542,000	= 0%	
	2020		1,078,000	\$1.43	\$1,542,000		
Miscellaneous*	2021	Acre	1,756	-	\$860,000	▼19%	
	2020		1,868	-	\$1,062,000		
<b>Total Value</b>					<b>2020</b>	<b>\$18,717,000</b>	▲15%
					<b>2019</b>	<b>\$16,255,000</b>	

\*Includes garlic, grain hay, sudangrass, and other hay

## Livestock & Livestock Products

	Year	Unit	Production	Value per Unit	Total	
Cattle & Calves	2021	Head	8,600	\$1,180	\$10,148,000	▼ 3%
	2020		8,840	\$1,182	\$10,447,000	
Sheep & Lambs*	2021	Head	15,790	\$220	\$3,473,000	▲ 18%
	2020		15,630	\$189	\$2,954,000	
Wool	2021	Lbs	62,030	\$1.76	\$109,000	▼ 26%
	2020		61,090	\$2.41	\$147,000	
Miscellaneous**	2021				\$2,190,000	▲ 6%
	2020				\$2,066,000	
<b>Total Value</b>				<b>2021</b>	<b>\$15,920,000</b>	▲ 2%
				<b>2020</b>	<b>\$15,614,000</b>	

## Field Crops

	Year	Unit	Production	Value per Unit	Total	
Alfalfa Hay	2021	Ton	58,900	\$252	\$14,844,000	▲ 22%
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	2020		20,500	\$74	\$1,517,000	
Pasture, Rangeland	2021	Acre	1,078,000	\$1.43	\$1,542,000	= 0%
	2020		1,078,000	\$1.43	\$1,542,000	
Miscellaneous*	2021	Acre	1,756	-	\$860,000	▼ 19%
	2020		1,868	-	\$1,062,000	
			<b>Total Value</b>	<b>2021</b>	<b>\$18,717,000</b>	▲ 15%
				<b>2020</b>	<b>\$16,255,000</b>	

\*Includes grain hay, sudangrass, and other hay

## Forest Products

	Year	Total	
Timber and Firewood	2021	\$85,100	
	2020	\$82,900	▲ 3%
<b>Total Value</b>	<b>2021</b>	<b>\$85,100</b>	
	<b>2020</b>	<b>\$82,900</b>	▲ 3%

## Fruit & Nut Crops

	Year	Unit	Production	Value per Unit	Total	
Miscellaneous*	2021	Acres	17	-	\$45,000	
	2020		17	-	\$44,200	▲ 2%
<b>Total Value</b>	<b>2021</b>				<b>\$45,000</b>	
	<b>2020</b>				<b>\$44,200</b>	▲ 2%

\* Includes grapes (wine), pome fruit, and stone fruit.

## Nursery Products

	Year	Unit	Production	Value per Unit	Total	
Nursery Stock*	2021	Acre	1	-	\$21,500	
	2020		1	-	\$20,000	▲ 8%
<b>Total Value</b>	<b>2021</b>				<b>\$21,500</b>	
	<b>2020</b>				<b>\$20,000</b>	▲ 8%

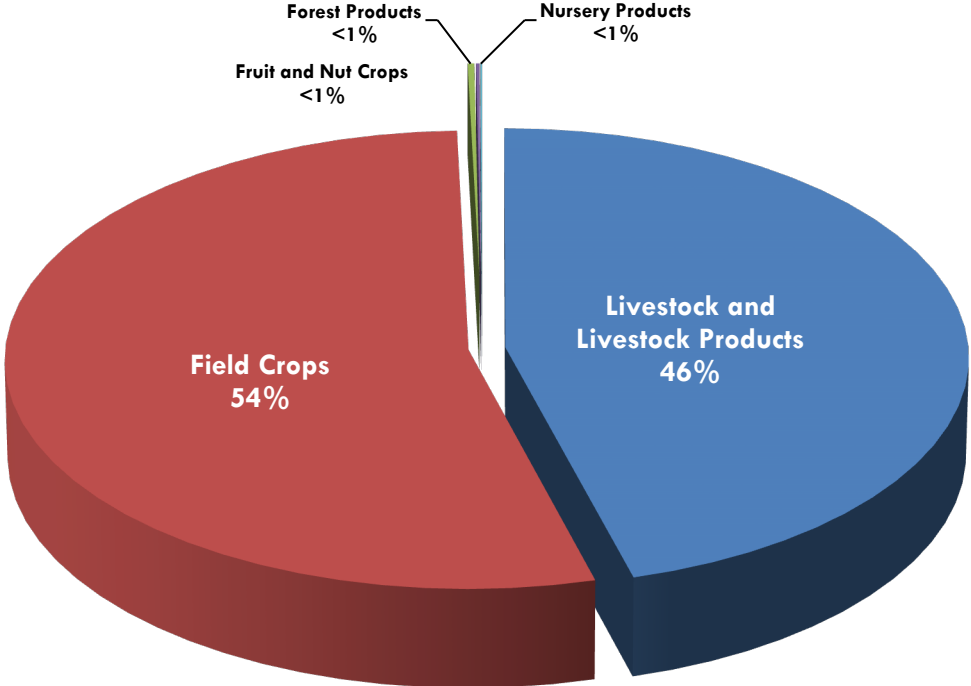
\* Includes various ornamental plants

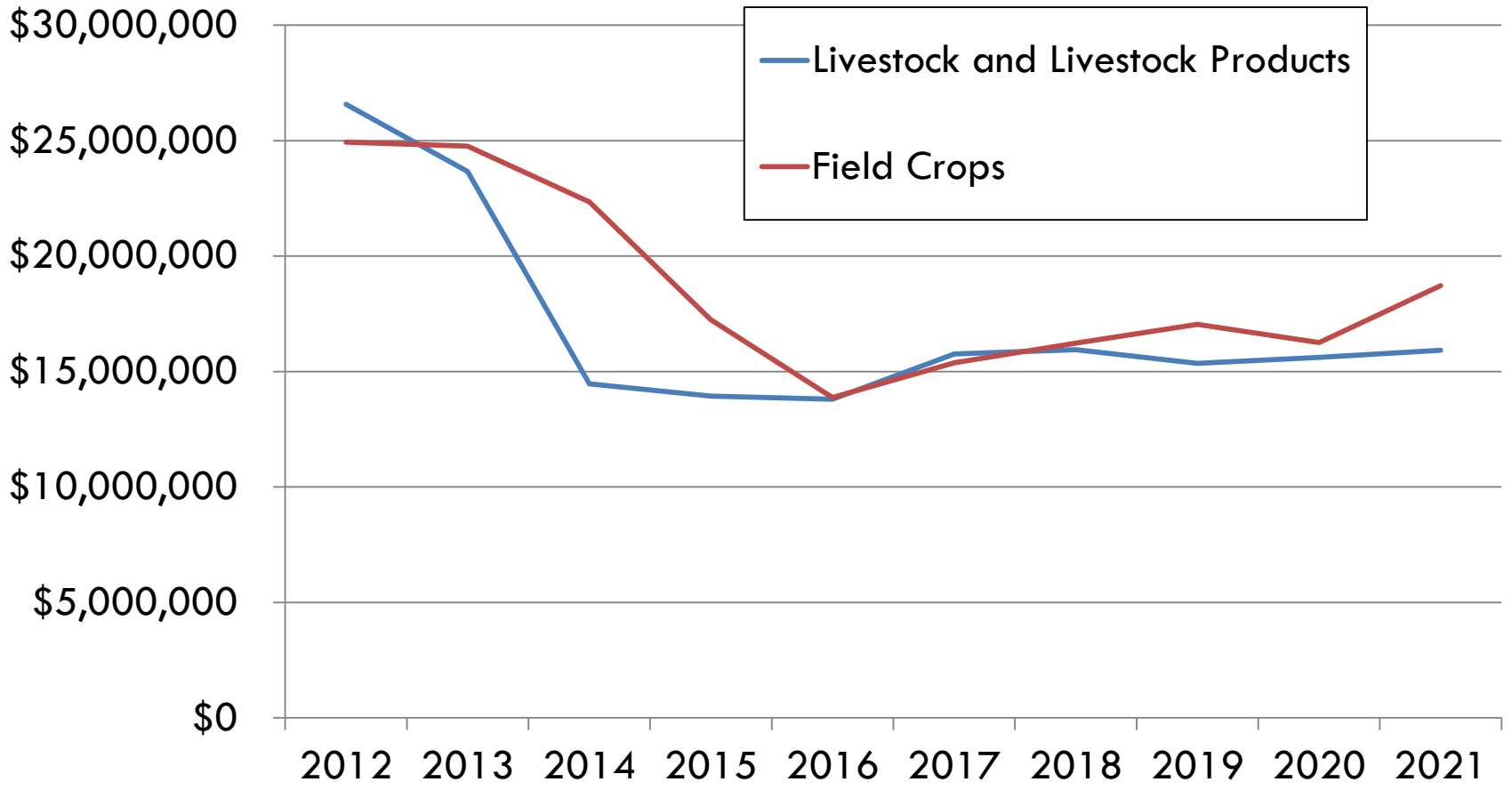


## Mono County Totals

	Year	Total	
Livestock & Livestock Products	2021	\$15,920,000	
	2020	\$15,614,000	▲ 2%
Field Crops	2021	\$18,717,000	
	2020	\$16,225,000	▲ 15%
Forest Products	2021	\$85,100	
	2020	\$82,900	▲ 3%
Fruit & Nut Crops	2021	\$45,000	
	2020	\$44,200	▲ 2%
Nursery Products	2021	\$21,500	
	2020	\$20,000	▲ 8%
<b>Total Value</b>	<b>2021</b>	<b>\$34,789,000</b>	
	<b>2020</b>	<b>\$32,016,000</b>	▲ 9%

Mono County Agricultural Production by Category





Any Questions?





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 16, 2022

**Departments: Public Health**

**TIME REQUIRED** 15 minutes

**SUBJECT** COVID-19 (Coronavirus) Update

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Bryan Wheeler, Public Health Director,  
Dr. Caryn Slack, Public Health Officer

**AGENDA DESCRIPTION:**

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

Update on Countywide response and planning related to the COVID-19 pandemic.

**RECOMMENDED ACTION:**

None, informational only.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Bryan Wheeler

**PHONE/EMAIL:** 760-932-5415 / rlawton@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p><a href="#">Click to download</a></p> <p>No Attachments Available</p>
--

**History**

Time	Who	Approval
8/12/2022 2:04 PM	County Counsel	Yes
8/12/2022 2:05 PM	Finance	Yes
8/12/2022 2:08 PM	County Administrative Office	Yes



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** August 16, 2022

**Departments: CAO**

**TIME REQUIRED** 15 minutes

**SUBJECT** Sale of Benton Homes to Utu Utu  
Gwaitu Tribe

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Stacey Simon, County Counsel and  
Sanjay Choudhrie, Housing  
Opportunities Manager

---

### AGENDA DESCRIPTION:

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

Proposed contract with Utu Utu Gwaitu Tribe pertaining to sale of two residential units located in Benton for continued use as affordable/tribal housing by the Tribe; related resolutions and findings.

---

### RECOMMENDED ACTION:

Adopt proposed resolution. Provide any desired direction to staff.

---

### FISCAL IMPACT:

The Tribe will pay the County \$137,000 for the property of which \$132,000 is being lent to the buyer to be repaid in \$13,200 semi-annual installments. Until payments are received, the proceeds are not available by the County for future spending.

---

**CONTACT NAME:** Stacey Simon

**PHONE/EMAIL:** 7609241700 / ssimon@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="#">Benton Homes Resolution</a>
<input type="checkbox"/> <a href="#">Purchase and Sale Agreement</a>
<input type="checkbox"/> <a href="#">Deed of Trust</a>
<input type="checkbox"/> <a href="#">Promissory Note</a>

---

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
8/12/2022 2:05 PM	County Counsel	Yes
8/11/2022 5:16 PM	Finance	Yes
8/12/2022 2:28 PM	County Administrative Office	Yes

**County Counsel**  
Stacey Simon

**Assistant County Counsels**  
Christopher Beck  
Anne L. Frievault

**Deputy County Counsel**  
Emily R. Fox

**OFFICE OF THE  
COUNTY COUNSEL**  
*Mono County*

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

**Telephone**  
760-924-1700

**Risk Manager**  
Jay Sloane

**Paralegal**  
Kevin Moss

To: Board of Supervisors

From: Stacy Simon, County Counsel

Date: August 16, 2022

Re: **Sale of Benton Homes --** Approval of Purchase and Sale Agreement for Real Property Located at 36 and 40 Christie Lane in Benton to the Utu Utu Gwaitu Paiute Tribe; Adoption of California Environmental Quality Act (“CEQA”) Exemption Findings and General Plan Conformance Findings; Waiver of Rental Charges Due for the Property; and Related Actions

**Recommended Action**

Adopt the proposed resolution approving the sale of County-owned real property at 36 and 40 Christie Lane in Benton to the Utu Utu Gwaitu Paiute Tribe (and taking related actions) and find that the Board’s action is exempt from review under CEQA pursuant to CEQA Guidelines Sections 15061(b)(3) and 15301.

**Strategic Plan Focus Areas Met**

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

**Discussion**

The County owns two dwelling units at 36 and 40 Christie Lane in Benton, at the intersection of U.S.-6 and CA-120. The property is part of a larger parcel acquired from the California Department of Transportation in 1996. The dwelling units were leased by the County to renters prior to 2015, when the County began leasing the units to the Utu Utu Gwaitu Paiute Tribe. Since then, the Tribe has managed the property and subleased it to tribal members for housing.

The Board previously authorized staff to negotiate the sale of the dwelling units to the Tribe. Attorneys for the Tribe and the County negotiated a Purchase and Sale Agreement, which the Board approved at its December 14, 2021 meeting. The Agreement provided for a sale price of \$137,000. This amount was based upon the appraised value of the property less a \$3,000 credit for funds the Tribe has invested in the septic system for the property. The Agreement also called

for a 65-day escrow period to allow time for the Tribe's due diligence. It contained standard terms and conditions of sale. Although a parcel map is not required to subdivide the property from the larger parcel because the County is a public agency, at the Tribe's request a Record of Survey was prepared to be recorded following the close of escrow. The Agreement called for the parties to split the cost of the Record of Survey.

Following the approval of the Purchase and Sale Agreement, but before it was executed by the parties, the Tribe learned that a condition tied to the funding source to be used to purchase the property prohibited the Tribe from paying the full cost at one time. To allow the Tribe to pay in installments, a seller carryback note was negotiated, to be secured by a deed of trust and assignment of rents with a limited waiver of tribal sovereign immunity to allow the County to enforce the note and deed of trust. Revisions to the Purchase and Sale Agreement were also negotiated to allow the Tribe to make a \$5,000 deposit prior to the close of escrow with the balance due per the terms of the carryback note.

The seller's carryback note would require the Tribe to pay the balance of \$132,000 in ten semi-annual installments of \$13,200 each (due May 15 and November 15). The tenth installment would be payable on May 15, 2027, and any outstanding balance (e.g., because of the accrual of interest at the default rate) would be due on November 15, 2027. If a payment is more than 15 days late, a \$100 late charge would be imposed. No interest would be due on the loan except during any period of default, during which time interest would accrue at the default rate of 5%. The County would also be entitled to recover any collection costs.

The Tribe has agreed to take the property subject to a deed restriction that the property will be used for affordable housing pursuant to Government Code Section 25539.4. This would require that the property be retained for housing for at least 30 years and that at least one of the dwelling units be made available to a very low-income household at an affordable rent. The Tribe has expressed willingness to take the property subject to the deed restriction because the deed restriction is consistent with the Tribe's current and intended future use of the property. The Tribe's agreement to the deed restriction exempts the property from a legal requirement that the land be sold at auction.

An additional legal requirement that ordinarily applies to the sale of County-owned real property is compliance with procedures in the Surplus Land Act, including providing notice of availability of the property to specified public agencies and housing sponsors. However, a sale subject to Government Code Section 25539.4 is exempt from compliance with the Act and, effective January 1, 2022, a sale of real property to a federally recognized Native American tribe is also exempt. At its December 14, 2021 meeting, the Board declared the property "exempt surplus property," and the California Department of Housing and Community Development concurred in the Board's finding on December 30, 2021. Therefore, Surplus Land Act compliance is not required.

The property has a General Plan Land Use Designation of Public Facilities (PF). All uses permitted by public land owners are permitted uses on property with this designation, except that certain enumerated, more intensive uses require director review or a use permit. The proposed use for housing is consistent with the County's historic use of the property. The deed restriction

would ensure that this use is continued, consistent with Goal No. 3 of the County's Housing Element to retain existing housing stock.

The proposed action of approving the sale is exempt from review under CEQA pursuant to CEQA Guidelines Sections 15061(b)(3) (Common Sense Exemption) and 15301 (Existing Facilities). No groundbreaking activities or changes in land use are proposed, it can be seen with certainty that selling the property will not have a significant effect on the physical environment, and none of the circumstances in CEQA Guidelines Section 15300.2 applies.

To effectuate the proposed sale, the Board is asked to approve a resolution approving the Purchase and Sale Agreement and taking related actions. The resolution authorizes the County Administrative Officer, with the advice and assistance of the County Counsel, to take all necessary actions to effectuate the sale, including by executing minor amendments to sale documents during the escrow period. The resolution also contains CEQA exemption and general plan conformance findings consistent with the discussion above. In addition, the proposed resolution:

- (1) Authorizes the Finance Director to deposit the proceeds of the sale to the County's affordable housing fund, consistent with direction previously received from the Board; and
- (2) Waives rental charges currently due from the Tribe. In anticipation of the sale of the property, the Tribe has not paid rent since March 2021. The amount due is \$11,250. The Tribe has requested that this amount be waived. Staff recommends waiving the rental charge to facilitate sale of the property, but the Board's approval of the waiver is required.

Previously, individual Board members have inquired whether the units subject to the proposed transaction can be counted toward the County's Regional Housing Needs Allocation ("RHNA") targets. Normally, only newly created units count toward RHNA targets. Government Code Section 65583.1(c) provides an exception to this rule where a local agency has a program in its housing element to preserve units for affordable housing through committed local assistance, but the sale of the property here does not fit within that extremely narrow exception.

If you have any questions regarding this item prior to your meeting, please call me at 760-924-1700.



R22-\_\_

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF  
THE COUNTY OF MONO AUTHORIZING THE SALE OF  
REAL PROPERTY OWNED BY THE COUNTY AT 36 AND  
40 CHRISTIE LANE IN BENTON, CALIFORNIA; FINDING  
THAT THE SALE IS EXEMPT FROM REVIEW UNDER  
THE CALIFORNIA ENVIRONMENTAL QUALITY ACT;  
AND TAKING RELATED ACTIONS**

**WHEREAS**, the County of Mono is the owner in fee simple of that certain real property located at 36 and 40 Christie Lane in Benton, California, forming a part of APN 24-131-29 (the “Property”); and

**WHEREAS**, the Property was acquired from the California Department of Transportation in or around 1996 on the condition that it be used by the County for a public purpose for a minimum of six (6) years; and

**WHEREAS**, the Property contains two dwelling units, which the County has leased to the Utu Utu Gwaitu Paiute Tribe, a federally-recognized Tribe of the Benton Paiute Reservation (the “Tribe”) since 2015; and

**WHEREAS**, the Tribe subleases the dwelling units to members of the Tribe at an affordable rent and has indicated that it intends to continue doing so; and

**WHEREAS**, on December 14, 2021, the Board adopted Resolution No. R21-84 finding the Property exempt surplus property for purposes of the Surplus Land Act, Government Code Section 54220, et seq., pursuant to Government Code Section 54221(f)(1)(A), and on December 30, 2021, the Department of Housing and Community Development concurred in the Board’s finding and noted that effective January 1, 2022, the property also would qualify as exempt surplus property pursuant to Government Code Section 54221(f)(1)(D); and

**WHEREAS**, following the adoption of Resolution No. R21-84, the Board adopted Resolution No. 21-85, by which the Board: (1) approved a Purchase and Sale Agreement (the “PSA”) for the sale of the Property to the Tribe, (2) found the Board’s action in approving the sale exempt from review under the California Environmental Quality Act (“CEQA”), and (3) took related actions; and

1           **WHEREAS**, subsequent to the Board’s approval of Resolution Nos. R21-84 and -85,  
2 the Tribe requested an amendment to the PSA to allow the Tribe to pay for the Property in  
3 installments, and the parties have negotiated a seller carryback note and deed of trust to  
4 facilitate the requested amendment; and

5           **WHEREAS**, the PSA as amended to allow for installment payments, the note, the deed  
6 of trust, and the grant deed to be recorded at close of escrow are collectively referred to  
7 hereinafter as the “Sale Documents”; and

8           **WHEREAS**, to ensure the long-term affordability of the Property, the Tribe has  
9 expressed willingness to take the Property subject to an affordability covenant restricting its use  
10 for a period of thirty (30) years as set forth in Government Code Section 25536.4; and

11           **WHEREAS**, as previously found by the Board, the Board’s action in approving the sale  
12 of the Property is exempt from review under CEQA pursuant to CEQA Guidelines Sections  
13 15061(b)(3) (Common Sense Exemption) and 15301 (Existing Facilities) in that no change in  
14 the use of the Property is proposed, it can be seen with certainty that selling the Property will  
15 not have a reasonably foreseeable significant environmental effect, and none of the  
16 circumstances in CEQA Guidelines Section 15300.2 applies; and

17           **WHEREAS**, the Property has a General Plan land use designation of Public Facilities  
18 (PF) and, as previously found by the Board: (1) the use of the Property is consistent with the PF  
19 designation, and (2) the preservation of housing stock is consistent with the County’s Housing  
20 Element; and

21           **WHEREAS**, in anticipation of purchasing the Property, the Tribe has not paid rent due  
22 since negotiations regarding the purchase commenced and has requested a waiver of the balance  
23 due;

24           **NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF**  
25 **MONO RESOLVES THAT:**

26           **SECTION ONE:** The Board hereby finds that the foregoing recitals are true and  
27 correct.

28           **SECTION TWO:** The Chair of the Board is authorized to execute the Sale Documents  
29 on behalf of the County.

30           **SECTION THREE:** Outstanding rents due from the Tribe for the Property are hereby  
31 waived, conditioned on the Tribe executing the PSA within thirty (30) days of this Resolution  
32 and the sale closing within the time set forth in the PSA (which time the parties may extend by  
mutual agreement), except to the extent of any delay caused by the County.



1           **SECTION FOUR:** The County Administrative Officer, with the assistance and advice  
2 of the County Counsel, is authorized to take any and all actions necessary to complete the sale  
3 of the Property, including by executing minor amendments to the Sale Documents that do not  
4 substantially alter the nature of the consideration to be exchanged between the parties.

5           **SECTION FIVE:** The Board, acting as the Planning Agency for the County pursuant  
6 to Government Code Sections 65402 and 65100, finds that the sale of the Property is consistent  
7 with the County's General Plan.

8           **PASSED, APPROVED and ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2022, by  
9 the following vote, to wit:

- 10           **AYES:**  
11           **NOES:**  
12           **ABSENT:**  
13           **ABSTAIN:**

14           \_\_\_\_\_  
15           Bob Gardner, Chair  
16           Mono County Board of Supervisors

17           **ATTEST:**

18           **APPROVED AS TO FORM:**

19           \_\_\_\_\_  
20           Clerk of the Board

21           \_\_\_\_\_  
22           County Counsel

**JOINT ESCROW INSTRUCTIONS AND  
AGREEMENT OF PURCHASE AND SALE**

These JOINT ESCROW INSTRUCTIONS AND AGREEMENT OF PURCHASE AND SALE (this "Agreement") dated this \_\_\_\_ day of \_\_\_\_\_, 2022 (the "Effective Date") is made by and between the County of Mono, a political subdivision of the State of California ("Seller") and the Utu Utu Gwaitu Paiute Tribe, a federally-recognized Tribe of the Benton Paiute Reservation ("Buyer"). Hereinafter, Seller and Buyer may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. The addresses and telephone numbers of the Parties to this Agreement are set forth below. Telephone and facsimile numbers are included for information only.

Seller:

County of Mono  
P.O. Box 696  
Bridgeport, CA 93517  
(760) 932-4410

Buyer:

Utu Utu Gwaitu Paiute Tribe  
25669 Highway 6, PM B I  
Benton, CA 93512

Copies of any notice to Seller shall also be sent to:

County of Mono  
Office of the County Counsel  
Attn: Stacey Simon  
P.O. Box 2415  
Mammoth Lakes, CA 93546  
Tel: (760) 924-1700  
Fax: (760) 924-1701

Copies of any notice to Buyer should also be sent to:

Law Office of Jasmine T. Andreas  
ATTN: Jasmine Andreas  
2854 Tibec Lane  
Bishop, CA 93514  
Tel: (442) 228-4229  
Fax: (442) 253-8031

B. Seller is the current owner of a parcel of land, which is depicted in Attachment 1, attached hereto and incorporated herein by this reference, inclusive of any and all improvements, buildings, appliances, structures, timber, oil, gas and

minerals and water located thereon and all rights appurtenant thereto (collectively, the "Parcel").

C. Buyer wishes to purchase from Seller, and Seller wishes to sell to Buyer, a portion of the Parcel, which is more specifically described in Exhibit A to Attachment 2 and depicted in Exhibit B to Attachment 2, both of which exhibits are attached hereto and incorporated herein by this reference, inclusive of any and all improvements, buildings, appliances, structures, timber, oil, gas and minerals and water located thereon and all rights appurtenant thereto (collectively, the "Property") for the purposes of providing affordable housing for members of the Utu Utu Gwaiyu Paiute Tribe. That portion of the Parcel described as the Property herein is the subject of this Agreement.

D. Purchase of the Property from Seller by Buyer requires a land division to separate the Property from the Parcel. The division meets the criteria set forth in Title 7, Division 2, Chapter 2, Article 1, section 66428 (a) (2) of the California Government Code, and there is no substantial evidence that public policy necessitates the preparation of a parcel map. Accordingly, it is the intention of the Parties that such land division be accomplished through a metes and bounds conveyance of the Property.

E. The Property is currently used as low income housing for qualified residents of Mono County. Buyer wishes to continue to utilize the Property for low income housing and desires to acquire the Property from Seller for that purpose.

#### TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties, and agreements contained herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, with respect to the above Recitals, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. Purchase and Sale.

(a) Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Property on the terms and conditions set forth herein.

(b) Seller will convey the Property to Buyer by grant deed subject to the terms and conditions of this Agreement.

2. Purchase Price; Payment Schedule.

Subject to satisfaction or waiver of the conditions precedent specified in Section 4 of this Agreement ("Conditions of Closing"), and subject to the removal of contingencies specified in Section 3 of this Agreement, Seller agrees to sell to Buyer and Buyer agrees to buy from Seller the Property for a purchase price equal to One Hundred Thirty-Seven Thousand and No / 100 Dollars (\$137,000.00) (the "Purchase Price"). Five Thousand and No / 100 Dollars (\$5,000.00) of the Purchase Price (the "Deposit") shall be paid into escrow as set forth in Section 8, below, and shall be nonrefundable except as otherwise provided herein.

3. Due Diligence.

Buyer and Seller agree to use their best efforts to approve and/or execute in a timely manner any escrow instructions, covenants, or agreements required to consummate the sale within times set forth below:

(a) Property Documents. Within ten (10) days after the Effective Date, Seller shall deliver to Buyer, at Seller's sole cost and expense, for review and copying by Buyer any contracts, financial reports, building plans, surveys, or inspection reports pertinent to the Property in Seller's possession, excluding any document that is subject to the attorney-client privilege or is otherwise confidential pursuant to applicable law. Except for any delay causing prejudice to Buyer, Buyer's sole remedy for any delay by Seller in producing such documents shall be an automatic extension of the contingency period set forth in subsection (d) of this Section by one day for each day of Seller's delay.

(b) Investigations. From the Effective Date to Close of Escrow (defined below), Buyer shall be entitled to make all reasonable inspections, investigations, studies, and tests of the Property ("Investigations") that Buyer

deem s appropriate; provided, how ever, that Buyer shall repair any dam age caused to the Property by Buyer's Investigations, and shall hold harm less, indem nify, and defend Seller and its elected and appointed officials, em ployees, and agents from any claim s, losses, costs, dam ages, or expenses arising from Buyer's Investigations, including as a result of the activities of Buyer's agents, em ployees, and independent contractors.

(c) Buyer's Review of Title. W ithin five (5) days after the E ffective Date, Seller shall request a prelim inary title report (the "Title Report") for the Property to be prepared by the Escrow H older (defined below ) and delivered to Buyer, together w ith copies of all recorded docum ents show n as exceptions therein . W ithin ten (10) days of receiving the Title Report, Buyer shall notify Seller of any exceptions to title that are unacceptable to Buyer. Buyer's failure to provide such notice w ithin ten (10) days shall be deem ed to constitute Buyer's acceptance of the condition of title. Seller shall have ten (10) days from receipt of Buyer's objections to notify Buyer w hether Seller w ill rem ove the exceptions objected to by Buyer from title prior to C lose of Escrow . Seller's failure to provide such notice w ithin ten (10) days shall be deem ed an election not to rem ove the exceptions identified by Buyer. A fter receiving Seller's response, or, if Seller fails to respond , after the expiration of Seller's tim e to respond , Buyer shall have five (5) days to determ ine w hether to proceed w ith the purchase of the Property or to term inate this A greem ent.

(d) C ontingency Period . Based upon Buyer's Investigations of the Property and review of property records, Buyer, in Buyer's sole and absolute discretion, shall approve or disapprove the condition of the Property, w ithin sixty (60) days of the E ffective Date. Buyer's failure to deliver notice that it approves the condition of the Property prior to the expiration of said contingency period shall be deem ed disapproval.

(e) If Buyer disapproves of the condition of title or of the condition of the Property, as set forth in Sections 3 (c) and (d), then this A greem ent shall term inate and be of no further force or effect except as to provisions that expressly

survive the termination hereof, the Deposit shall be refunded to Buyer, and the Parties shall share equally the cancellation charges of the Escrow Holder.

4. Conditions of Closing. The Parties' respective obligations to close the purchase and sale of the Property shall be conditioned upon all of the following:

(a) Seller's receipt of a report from its planning agency pursuant to Government Code section 65402 (a) determining that the location, purpose, and extent of Buyer's acquisition of the Property conform with its general plan.

(b) The preparation of a ROS, acceptable to Buyer, depicting the division of the Property from the Parcel. (The ROS shall be recorded as soon as reasonably possible after the recordation of the Grant Deed, it being the intent of the Parties that this provision shall survive the termination of this Agreement and shall not merge with the Grant Deed.)

(c) Compliance with all applicable laws and regulations governing the sale of the Property. Such compliance shall include, but shall not be limited to, Seller's submission of a Notice of Exemption Determination to the Department of Housing and Community Development ("HCD"), pursuant to HCD's Surplus Land Act Guidelines Section 400 (e). Compliance with Section 400 (e) shall be deemed satisfied 30 days after such submission unless HCD provides notice that it disagrees with Seller's Exemption Determination.

(d) Buyer's approval of the condition of title of the Property and removal of contingencies, as set forth in Section 3.

(e) Buyer's ability to obtain title insurance policy at closing in a form acceptable to Buyer.

(f) Buyer's and Seller's confirmation in writing that their respective representations and warranties are still true as of the Close of Escrow.

(g) Buyer's deposit into escrow of the Deposit, together with an executed Seller Carryback Note and Security Instrument in an mutually agreed upon form to secure repayment of the balance of the Purchase Price.

If any of the above conditions are not satisfied as of the date set forth in Section 8(c), then the Deposit shall be refunded to Buyer, this Agreement shall terminate and be of no further force or effect except as to provisions that expressly survive the termination

hereof, and the Parties shall share equally the cancellation charges of the Escrow Holder.

5. Maintenance and Management of Property. Buyer is the current lessee of the Property. Buyer agrees to maintain the Property from the Effective Date to the Close of Escrow in substantially the same order and condition as of the Effective Date, except for any actions taken by Buyer to prudently manage the Property, to comply with applicable law, and as otherwise provided in this Agreement.

6. [Reserved.]

7. Representations, Warranties, and Release.

(a) Representations and Warranties of Seller. Seller makes the following representations and warranties: (1) no later than the Close of Escrow, Seller will have the power to sell, transfer and convey all right, title and interest in and to the Property; (2) Seller is not a "foreign person" as defined in Section 1445 of the United States Internal Revenue Code; (3) Seller has not entered into and will not enter into any lease agreement or contract, and has not executed and will not execute any grant deed or other conveyance, with respect to the use or ownership of the Property, except for the current lease with Buyer; (4) Seller is a political subdivision of the state of California, duly formed, validly existing, and in good standing; (5) The signatory of this Agreement on behalf of Seller has authority to bind Seller; (6) Seller is neither bankrupt nor insolvent; (7) no litigation is pending against the Property (or against Seller that would interfere with Seller's ability to comply with this Agreement) unless already disclosed, and to Seller's actual knowledge none has been threatened; and (8) To Seller's actual knowledge, the Property does not contain any hazardous materials, except as previously disclosed to Buyer or as set forth in the property documents to be provided pursuant to Section 3 (a). Seller makes no warranty that it has conducted tests or performed any inspection to determine the presence of hazardous materials, and it assumes no duty to do so.

(b) Representations and Warranties of Buyer. Buyer makes the following representations and warranties: (1) Buyer is not a party to an agreement that is in conflict with its obligations under this Agreement; and (2) the signatory of this Agreement on behalf of Buyer is duly authorized to execute this Agreement, and no consent of any other person or party is required in connection with this Agreement that has not already been obtained.

(c) Environmental Terms and Conditions. Seller acknowledges that, to the best of its knowledge and unless otherwise disclosed pursuant to Section 3 (a), as of the Effective Date no legal, administrative, arbitral, or other proceedings, claims, actions, causes of action or notices with respect to any environmental, health or safety matters or any private or governmental environmental, health or safety investigations or remediation activities of any nature exist regarding the Property which would impose, or that are reasonably likely to result in, any duty, liability or obligation, including any local, state or federal environmental, health or safety statute, regulation or ordinance, or any other requirement of any governmental entity, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), as amended, and any similar state statute or regulation. Seller acknowledges that, to the best knowledge of Seller, Seller is not subject to any agreement, order, judgment, decree, letter or memorandum by or with any governmental entity or third party imposing any liability or obligation with respect to any of the foregoing. Seller shall disclose all known conditions on or relating to the Property, which may result in any of the aforementioned situations.

(e) Waivers, Disclaimers, and Release. BUYER ACKNOWLEDGES THAT IT HAS HAD AN OPPORTUNITY TO INSPECT THE PROPERTY. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BUYER IS RELYING ON ITS INDEPENDENT INVESTIGATION AND INSPECTION OF THE PROPERTY. THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN SHALL BE MADE IN AN "AS IS", "WHERE IS" CONDITION WITH ALL FAULTS.



EXCEPT WITH RESPECT TO ANY CLAIM ARISING OUT OF FRAUD OR ANY BREACH OF COVENANTS, REPRESENTATIONS, OR WARRANTIES SET FORTH IN THIS AGREEMENT, BUYER, FOR ITSELF AND ITS AGENTS, AFFILIATES, SUCCESSORS, AND ASSIGNS, HEREBY RELEASES AND FOREVER DISCHARGES SELLER, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS, AND ASSIGNS FROM ANY AND ALL RIGHTS, CLAIMS, AND DEMANDS AT LAW OR IN EQUITY, WHETHER KNOWN OR UNKNOWN AT THE TIME OF THIS AGREEMENT, WHICH BUYER HAS OR MAY HAVE IN THE FUTURE, ARISING OUT OF THE PHYSICAL, ENVIRONMENTAL, ECONOMIC, OR LEGAL CONDITION OF THE PROPERTY.

For the foregoing purposes, Buyer hereby specifically waives the provisions of Section 1542 of the California Civil Code and any similar law of any state, territory, or jurisdiction. Section 1542 provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Buyer acknowledges that Buyer has reviewed this section carefully and has discussed it with legal counsel, and that the provisions of this subsection are a material part of this Agreement.

Buyer's Initials: \_\_\_\_\_

8. Escrow.

(a) The Parties shall open an escrow with Inyo-Mono Title Insurance Company ("Escrow Holder") for closing the purchase and sale of the Property. A fully-executed copy of this Agreement shall be deposited with the Escrow Holder for purposes of opening the escrow and providing instructions to

the Escrow Holder. For those matters not specifically addressed herein, Escrow Holder's standard escrow instructions shall be applicable unless modified by mutual agreement of the Parties. Where there is a conflict between the provisions of this Agreement and the provisions of Escrow Holder's standard escrow instructions, the provisions of this Agreement shall control. Either Party may submit additional escrow instructions not in conflict with this Agreement.

(b) Buyer shall deposit the Deposit into the escrow account within five (5) calendar days of the opening of the account.

(c) Close of escrow shall occur sixty-five (65) calendar days from the Effective Date of this Agreement unless both Parties agree otherwise in writing, and provided that all of the Conditions of Closing set forth in Section 4 have been satisfied or waived, and subject to the removal of contingencies specified in Section 3 of this Agreement ("Close of Escrow").

9. Possession; Risk of Loss. Buyer shall have exclusive possession of the Property following the Effective Date. Upon taking possession of the Property pursuant to this Section 9, Buyer shall be responsible for any and all risk of loss that may occur on or at the Property during Buyer's possession prior to the Close of Escrow. In case eminent domain proceedings are initiated against all or a portion of the Property prior to the Close of Escrow, Buyer shall have the option to complete the sale and retain any proceeds of the eminent domain proceedings or to cancel the sale, whereupon this Agreement shall terminate and be of no further force or effect except as to provisions that expressly survive the termination hereof, the Deposit shall be refunded to Buyer, and the Parties shall share equally the cancellation charges of the Escrow Holder.

10. Title. Seller shall convey to Buyer fee simple title free and clear of all monetary liens or encumbrances, including deeds of trust, except: (a) the lien for non-delinquent real property taxes; (b) the exceptions set forth in the Title Report, exclusive of any exceptions that Seller may agree to remove, as set forth in Section 3(c), above; (c) the standard printed exceptions or exclusions on the form of title insurance policy issued pursuant to Section 11; and (d) any other matters approved

by Buyer, provided however that no such other Buyer approvals shall have the effect of or be construed as waiving Seller's obligations under this section with respect to conveying free and clear title. The form of the grant deed by which Seller shall convey the Property to Buyer is attached hereto as Attachment 3.

11. Title Insurance. Buyer shall obtain a policy of title insurance for the Property. Seller shall pay the cost of such policy of insurance up to the cost of a standard CLTA policy of title insurance. If Buyer chooses to purchase an ALTA policy of insurance or any nonstandard endorsements, Buyer shall pay the cost of such insurance in excess of the cost of a standard CLTA policy of insurance.

12. Land Division. Buyer and Seller shall equally share the costs of any survey or other related costs required to divide the Property from the Parcel. Seller's Public Works Department will coordinate and/or perform all tasks necessary to accomplish such legal land division.

13. Closing Expenses and Fees. Seller and Buyer shall equally share all costs, expenses, and charges required for escrow and closing of this transaction.

14. Public Information. The Parties agree that except to the extent otherwise provided by applicable state or federal law, any and all information, documents and/or reports provided by Seller to Buyer shall be public information. Buyer is advised that Seller is subject to the California Public Records Act, Government Code Section 6250, et seq., and that any documents and/or reports of any kind or nature provided by Buyer to Seller may be open to copying and inspection upon request by members of the public. Any document and/or report provided by Buyer to Seller containing information exempt from disclosure pursuant to Government Code Section 6254 (r) shall be labeled clearly and in writing by Buyer as confidential pursuant to said Section 6254 (r).

15. Notices. All notices pertaining to this Agreement shall be in writing delivered to the Parties personally by hand, by courier service or Express Mail, or by first class mail, postage prepaid, at the addresses set forth in Recital A. All notices shall be deemed given or delivered: (a) if sent by mail, when received by the party to be notified; or (b) if delivered by hand, courier service or Express Mail,

when delivered. The Parties may, by notice as provided above, designate a different address to which notice shall be given.

16. Remedies Upon Default. In the event that Buyer defaults in its performance of its obligations under this Agreement, then Seller shall be entitled to retain the Deposit. In the event that Seller defaults in its obligation to convey the Property as set forth in this Agreement, then Buyer shall be entitled to seek specific performance. Neither Party shall be entitled to any other damage or remedy under this Agreement except as otherwise specified herein.

17. Broker's Commission. Each Party represents to the other that it has not used a real estate broker in connection with this Agreement or the transaction contemplated by this Agreement. In the event any person asserts a claim for a broker's commission or finder's fee against one of the Parties, the Party against whom the claim is asserted will hold the other Party harmless from said claim.

18. Time of the Essence; Dates. Time is of the essence of this Agreement. In the event that any date specified in this Agreement falls on Saturday, Sunday or a public holiday, such date shall be deemed to be the succeeding day on which public agencies and major banks are open for business.

19. Binding on Successors. This Agreement shall be binding not only upon the Parties but also upon their successors and assigns.

20. Assignment. Neither Party may assign its interests under this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld.

21. Entire Agreement; Modification; Waiver. This Agreement (together with the instruments referenced in Section 4 (g)) constitutes the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings not explicitly referenced herein. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by the Parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver

constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

22. Severability. Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision (s) of this Agreement be for any reason unenforceable, the balance shall nonetheless be of full force and effect, provided that the intent of the Parties shall not be impaired thereby.

23. Governing Law ; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California, and venue for any litigation under this Agreement shall be a court of competent jurisdiction in the County of Mono, State of California.

24. Representation by Counsel. Buyer acknowledges that this Agreement is entered into and executed voluntarily and without duress or undue influence on the part or on behalf of Seller. The Parties further acknowledge that they have been or have had the opportunity to be represented by legal counsel with respect to the negotiation and preparation of this Agreement or have knowingly waived their right to do so, and that they are fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either Party as the drafter of this Agreement.

25. Counterparts. This Agreement may be executed in counterparts (including electronic and facsimile transmission) each of which shall be deemed an original and which together shall constitute one and the same instrument.

26. Headings; Construction. The headings and captions contained in this Agreement are provided for convenience only and will not affect its construction or interpretation. The meaning assigned to each term defined herein shall be equally applicable to both the singular and the plural forms of such term, and words denoting any gender shall include all genders. All references to "dollars" or "\$" in this Agreement refer to United States dollars, which is the currency used for all purposes in this Agreement. When calculating the period of time before which, within which, or following which any act is to be done or step taken pursuant to

this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day.

27. Third Parties. There are no third-party intended beneficiaries of this Agreement.

28. Survival. Those provisions of this Agreement providing for the indemnification or defense of either Party or releasing either Party from liability shall survive the termination of this Agreement, and shall not merge with the grant deed.

[Signatures on Following Page]

IN W ITN ESS of the foregoing provisions, the Parties have executed this Agreement as of the Effective Date:

BUYER :

UTU UTU GWA ITU PAIUTE TRIBE,  
a federally-recognized tribe of the Benton Paiute Reservation

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_  
Tribal Counsel

SELLER :

COUNTY OF MONO ,  
a political subdivision of the State of California

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM

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

REVIEWED AND ACCEPTED BY ESCROW HOLDER :

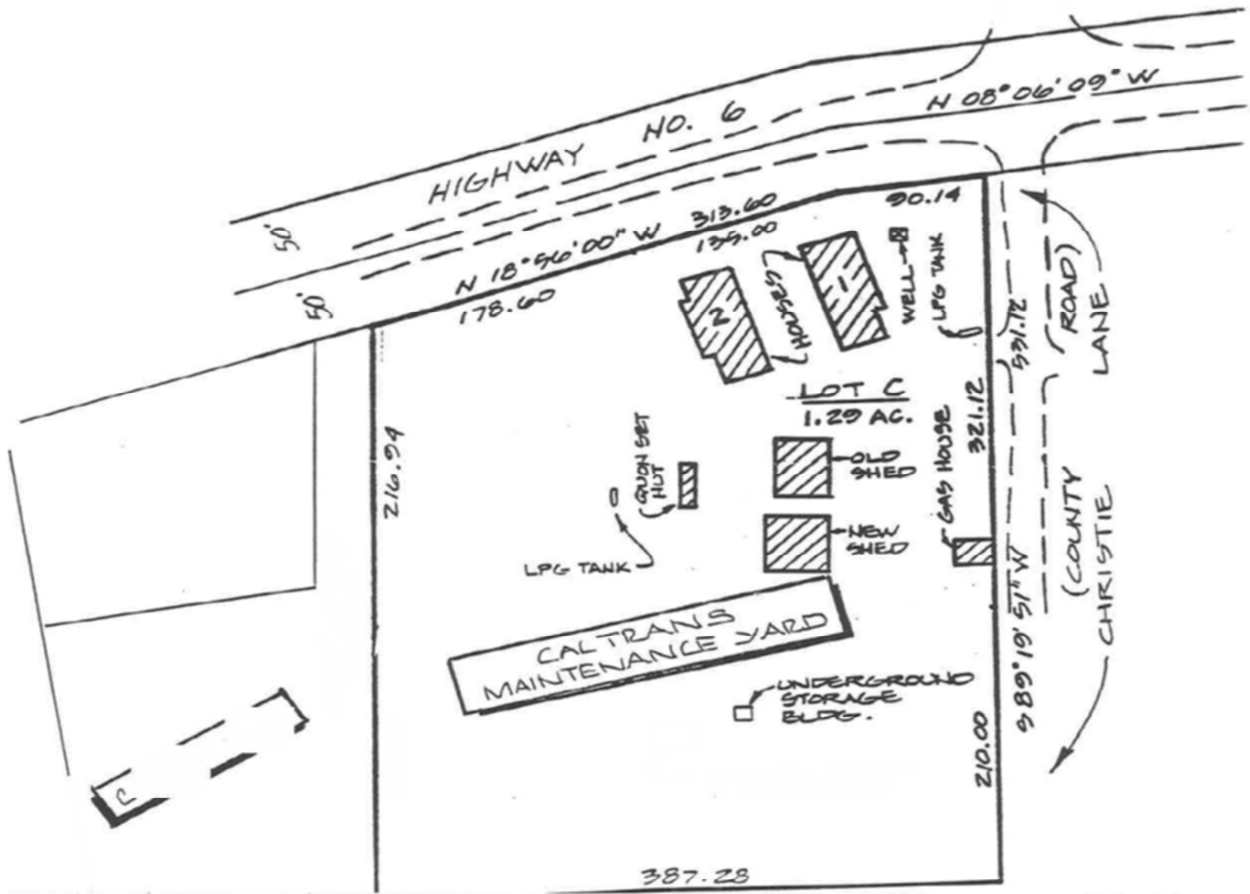
INYO - MONO TITLE COMPANY

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attachment 1  
 Depiction of Parcel 24-131-29





Attachment 2  
Property Legal Description and Plat

**EXHIBIT A**  
**PARCEL 1**  
**LEGAL DESCRIPTION**

BEING a portion of that certain real property described in the “DIRECTOR’S DEED” from the “State of California” to the “County of Mono, Road Department” and recorded on April 17, 1947 as Document No. 003357 in Volume 0740, Page 279 of Official Records of the County of Mono, State of California, said real property also being a portion of the northwest quarter of the southwest quarter of Section 32, Township 1 South, Range 32 East, Mount Diablo Base and Meridian, and furthermore said real property also being more particularly described as follows:

COMMENCING at the west quarter corner of said Section 32, said west quarter corner being marked on the ground by a 2 1/2-inch iron pipe tagged RCE 10467;

THENCE South 78°20’23” East, 823.44 feet to an angle point in the easterly right of way line of the State Highway, 100.00 feet wide, as described in the “Deed-Highway” from Edwin S. Moore, et al, to the State of California and recorded on December 13, 1938 in Book 14, Page 363 of Official Records of said County, said angle point being marked on the ground by a one-inch iron pipe and furthermore said angle point also being the TRUE POINT OF BEGINNING;

THENCE along said easterly right of way line, South 18°56’00 East, 313.60 feet to a point of intersection with the 485.10 - foot course in said “Deed-Highway”;

THENCE along said 485.10 - foot course, North 89°19’51” East, 426.94 feet to a point of intersection with the east line of said northwest quarter;

THENCE along said east line, North 01°31’18” West, 387.23 feet;

THENCE South 89°19’51” West, 531.12 feet to a point of intersection with said easterly right of way line;

THENCE along said easterly right of way line, South 08°06’09” East, 90.14 feet to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM a portion of said real property described as follows:

BEGINNING at the southwest corner of said real property;

THENCE along the south line of said real property, North 89°19’51” East, 426.94 feet to a point of intersection with the east line of said northwest quarter;

THENCE along said east line, North 01°31'18" West, 387.23 feet to the northeast corner of said real property;  
THENCE along the north line of said real property, South 89°19'51" West, 383.39 feet;  
THENCE South 17°40'07" East, 383.96 feet to a point located twenty (20.00) feet, measured at right angles, from said south line;  
THENCE parallel to said south line, South 89°19'51" West, 156.65 feet to a point of intersection with said easterly right of way line;  
THENCE along said easterly right of way line, South 18°56'00" East, 21.06 feet to the POINT OF BEGINNING.

CONTAINING 1.340 acres, more or less.

The Basis of Bearings for the above legal description is between said west quarter corner of Section 32 and the TRUE POINT OF BEGINNING, said bearing being South 78°20'23" East as set forth in said "DIRECTOR'S DEED".

The above legal description is shown on the attached Exhibit B and by reference hereto made a part hereof.



Legal Description Prepared  
Under the Supervision of:

A handwritten signature in blue ink that reads "Andrew K. Holmes".

Andrew K. Holmes, PLS 4428

# EXHIBIT B

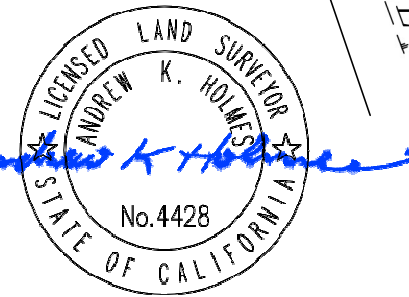
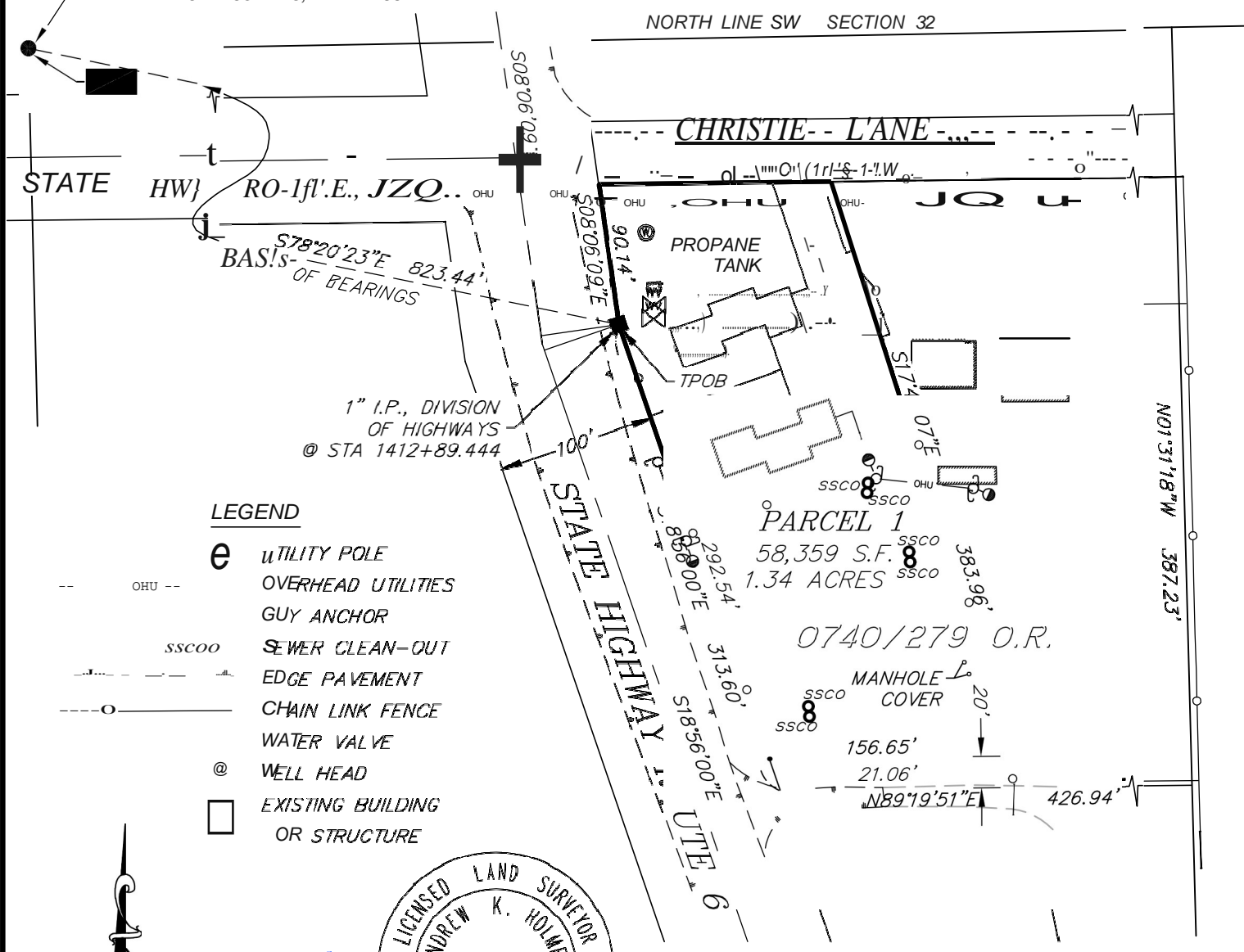
MONO COUNTY, CALIFORNIA

THE BASIS OF BEARINGS FOR THIS PLAT IS BETWEEN MONUMENTS SHOWN HEREON AS THE CORNER BETWEEN SECTIONS 31 & 32 AND THE 11" I.P. AT THE ANGLE POINT ON THE EASTERLY RIGHT OF WAY OF STATE HWY ROUTE 6 PER THE MONO COUNTY RESOLUTION NO. 96-43 RECORDED IN BOOK 0740 AT PAGE 279 OF OFFICIAL RECORDS AND SHOWN HEREON AS S78°20'23"E, MONO COUNTY, CALIFORNIA STATE COORDINATE SYSTEM ZONE 3

2 1/2" I.P. & TAG RCE 10467, 1/4 CORNER SECTIONS 31/3J  
 N 2126808.1584  
 E 7145226.4255  
 CALIF. STATE PLANE COORDINATE SYSTEM, ZONE 3  
 ELEVATION: 5371.18, NA VD 88

**ABBREVIATION LEGEND**

- I.P. = IRON PIPE
- POC = POINT OF COMMENCEMENT
- POB = POINT OF BEGINNING
- TPOB = TRUE POINT OF BEGINNING
- O.R. = OFFICIAL RECORDS



SCALE: 1" = 100' A,tnod/holmes associates

Attachment 3  
Form of Grant Deed

**RECORDING REQUESTED BY**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**AND WHEN RECORDED MAIL DOCUMENT TO:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NO RECORDING FEE PURSUANT TO GOVERNMENT CODE SECTIONS 27383 AND 27388.1**

Space Above This Line for Recorder's Use Only

**GRANT DEED**

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$ \_\_\_\_\_,  
SURVEY MONUMENT FEE \$ \_\_\_\_\_

[ ] \_\_\_\_\_  
Signature of Declarant

[ ] computed on the consideration or full value of property conveyed, OR

[ ] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,

[ ] unincorporated area; [ ] City of \_\_\_\_\_, and

[ ] Exempt from transfer tax; Reason:

\_\_\_\_\_  
[Grantor's Name]

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

**COUNTY OF MONO, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA,**

hereby GRANT(s) to **UTU UTU GWAITU PAIUTE TRIBE, A FEDERALLY-RECOGNIZED TRIBE OF THE BENTON PAIUTE RESERVATION,**

the property in the County of Mono, State of **California**, more particularly described in Exhibit A, attached hereto and made a part hereof (the "Property").

The Property is conveyed to Grantee subject to all liens, encumbrances, easements, covenants, conditions, restrictions and other matters of record.

The Property is conveyed pursuant to Government Code Section 25539.4 and shall be used for affordable housing purposes as set forth therein for a period of thirty (30) years. This covenant shall run with the land.

MAIL TAX STATEMENTS TO: SAME AS ABOVE

Dated: \_\_\_\_\_, 2021

\_\_\_\_\_  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )SS  
COUNTY OF MONO )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

\_\_\_\_\_

*This area for official notarial seal*



EXHIBIT A

LEGAL DESCRIPTION

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL  
DOCUMENT TO:**

**County of Mono  
P.O. Box 696  
Bridgeport, CA 93517**

**NO RECORDING FEE  
(GOV. CODE §§ 27383, 27388.1)**

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**DEED OF TRUST, ASSIGNMENT OF RENTS, AND SECURITY AGREEMENT**

THIS DEED OF TRUST AND SECURITY AGREEMENT (this "Deed of Trust") is made as of \_\_\_\_\_, 2022, among the Trustor Utu Utu Gwaitu Paiute Tribe, a federally-recognized Tribe of the Benton Paiute Reservation (the "Tribe"), Inyo-Mono Title Company, a California corporation ("Trustee"), and the County of Mono, a political subdivision of the state of California (the "County"), as Beneficiary.

The Tribe, in consideration of the promises herein recited and the trust herein created, irrevocably grants, transfers, conveys and assigns to Trustee, in trust, with power of sale, the property located in the County of Mono, State of California, described in the attached Exhibit "A" (the "Property");

TOGETHER with all the improvements now or hereafter erected on the Property, and all easements, rights, appurtenances, and all fixtures now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by this Deed of Trust;

TOGETHER with all fixtures now or hereafter attached to and used in and about the building or buildings now erected or hereafter to be erected on the Property and all renewals or replacements thereof or articles in substitution therefor;

TOGETHER with any washer, dryer, or refrigerator located on the Property and used in connection with it that is not the personal property of any tenant of the Tribe;

TOGETHER with the rents, issues, and profits of the Property, SUBJECT HOWEVER, to the right, power, and authority hereinafter given to and conferred upon the County to collect and apply such rents, issues, and profits;

All of the foregoing, herein referred to as the "Security";

To have and to hold the Security together with acquittances to the Trustee, its successors and assigns forever;

TO SECURE payments due and other performance pursuant to that certain Seller Carryback Promissory Note executed by and between the Tribe and the County of even date herewith (the "County Note"); and

TO SECURE the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of

the covenants and agreements of the Tribe herein contained.

THE TRIBE AND COUNTY COVENANT AND AGREE AS FOLLOWS:

1. The Tribe's Estate. The Tribe is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Security, other than this Deed of Trust. The Tribe shall defend generally the title to the Security against all claims and demands, subject to any declarations, easements, or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring the County's interest in the Security.
2. Payment. The Tribe will promptly pay to the County when due all sums required to be paid pursuant to the County Note and any advance or other sum required to be paid or repaid under this Deed of Trust.
3. Charges; Liens. The Tribe will pay all taxes, assessments and other charges, fines, and impositions attributable to the Security which may become a lien against the Property, by the Tribe making any payment, when due, directly to the payee thereof. In the event the Tribe makes payment directly, the Tribe will promptly discharge any lien that attaches to the Security unless consented to by the County; provided, that the Tribe will not be required to discharge any lien described in this Section so long as the Tribe posts bonds or other security sufficient to protect the County's interest in the Security, and agrees in writing to the payment of the obligation secured by such lien in a manner acceptable to the County, or will, in good faith, contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Security or any part thereof.
4. Insurance. The Tribe will keep the Security insured against fire and other casualty or loss by standard all risk property insurance policy in an amount equal at least to all outstanding sums due under the County Note and this Deed of Trust. If the Security is located in a flood plain, the Tribe shall also obtain flood insurance . The insurance carrier providing this insurance shall be licensed to do business in the State of California.

All insurance policies and renewals thereof will be in a form acceptable to the County and will include a standard mortgagee clause with standard lender's endorsement in favor of the County and in a form acceptable to the County. The County shall have the right to hold, or cause its designated agent to hold, the policies and renewals thereof, and the Tribe shall promptly furnish to the County, or its designated agent, the original insurance policies or certificates of insurance, all renewal notices, and all receipts of paid premiums. In the event of loss, the Tribe will give prompt notice to the insurance carrier and the County or its designated agent. The County, or its designated agent, may make proof of loss if not made promptly by the Tribe. The County shall receive thirty (30) days' advance notice of cancellation of any insurance policies required under this Section.

Unless the County and the Tribe otherwise agree in writing, insurance proceeds will be applied to restoration or repair of the Security damaged , provided such restoration or repair is economically feasible and the Security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the

Security of this Deed of Trust would be impaired, the insurance proceeds will be used to repay any amounts due under the County Note, with the excess, if any, paid to the Tribe. If the Security is abandoned by the Tribe, or if the Tribe fails to respond to the County, or its designated agent, within thirty (30) days from the date notice is mailed by either of them to the Tribe that the insurance carrier offers to settle a claim for insurance benefits, the County, or its designated agent, is authorized to collect and apply the insurance proceeds at the County's option either to restoration or repair of the Security or to pay amounts due under the County Note.

If the Security is acquired by the County, all right, title, and interest of the Tribe in and to any insurance policy and in and to the proceeds thereof resulting from damage to the Security prior to the sale or acquisition will pass to the County to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

5. Preservation and Maintenance of Security. The Tribe will keep the Security in good repair and in a neat, clean, sanitary, and orderly condition, and will not commit waste or permit impairment or deterioration of the Security.
6. Protection of the County's Security. If the Tribe fails to perform the covenants and agreements contained in this Deed of Trust or if any action or proceeding is commenced which materially affects the County's interest in the Security, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then the County, at the County's option, upon notice to the Tribe, may make such appearances, disburse such sums, and take such action as it determines necessary to protect the County's interest, including, but not limited to, disbursement of reasonable attorneys' fees and entry upon the Security to make repairs.

Any amounts disbursed by the County pursuant to this Section, with interest thereon, will become an indebtedness of the Tribe secured by this Deed of Trust. Unless the Tribe and the County agree to other terms of payment, such amount will be payable upon notice from the County to the Tribe requesting payment thereof, and will bear interest from the date of disbursement at the lesser of (i) five percent (5%); or (ii) the highest rate permissible under applicable law. Nothing contained in this paragraph will require the County to incur any expense or take any action hereunder.

7. Inspection. The County may make or cause to be made reasonable entries upon and inspections of the Security; provided, however, that the County will give the Tribe reasonable notice of inspection.
8. Forbearance by the County Not a Waiver. Any forbearance by the County in exercising any right or remedy will not be a waiver of the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by the County will not be a waiver of the County's right to require payment of any amounts secured by this Deed of Trust.
9. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or any other document, or afforded by law or equity, and may be exercised concurrently, independently, or successively.

10. Hazardous Materials. The Tribe shall keep and maintain the Security (including, but not limited to soil and ground water conditions) in compliance with all, and shall not cause or permit the Security to be in violation of any, Hazardous Materials Law. The Tribe shall not do, nor allow anyone else to do, anything affecting the Security that is in violation of any Hazardous Materials Law. The preceding two sentences shall not apply to the presence, use, or storage on the Security of small quantities of Hazardous Materials that are generally recognized to be appropriate to normal residential uses and to customary maintenance of the Security.

"Hazardous Material" shall mean (i) any substance, material, or waste that is petroleum, petroleum-related, or a petroleum by-product, asbestos or asbestos-containing material, polychlorinated byphenyls, flammable, explosive, radioactive, Freon gas, radon, or a pesticide, herbicide, or any other agricultural chemical, and (ii) any waste, substance, or material defined as or included in the definition of "hazardous substances," hazardous wastes," "hazardous materials," "toxic materials," "toxic waste," "toxic substances," or words of similar import under any Hazardous Materials Law.

"Hazardous Materials Law" shall mean any federal, state, or local laws, ordinances, or regulations relating to any Hazardous Materials, health, industrial hygiene, environmental conditions, or the regulation or protection of the environment , and all amendments thereto as of this date and to be added in the future and any successor statute or rule or regulation promulgated thereto.

The Tribe shall promptly give County written notice of any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving the Security and any Hazardous Material or Hazardous Materials Law of which the Tribe has actual knowledge ("Hazardous Material Claims").

Without the County's prior written consent, which shall not be unreasonably withheld, the Tribe shall not take any remedial action in response to the presence of any Hazardous Materials on, under or about the Security, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims, which remedial action, settlement, consent decree, or compromise might, in the County's reasonable judgment, impair the value of the Security; provided, however , that the County's prior consent shall not be necessary in the event that the presence of Hazardous Materials on, under, or about the Property, either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not reasonably possible to obtain the County's consent before taking such action; provided further that in such event the Tribe shall notify the County as soon as practicable of any action so taken. The County agrees not to withhold its consent, where such consent is required hereunder, if (i) a particular remedial action is ordered by a court of competent jurisdiction , (ii) the Tribe will or may be subjected to civil or criminal sanctions or penalties if it fails to take a required action; (iii) the Tribe establishes to the reasonable satisfaction of the County that there is no reasonable alternative to such remedial action which would result in less impairment of the Security; or (iv) the action has been agreed to by the County.

11. Successors and Assigns Bound; Assumption. The covenants and agreements herein

contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of the County and the Tribe. Notwithstanding the foregoing, this Deed of Trust is not assumable by subsequent purchaser s nor by the successors and assigns of the Tribe, except with the express written consent of the County, subject to its sole and absolute discretion. Unless the County approves of the assumption of this Deed of Trust by a subsequent purchaser or by the successors and assigns of the Tribe, upon a transfer of the Property or any interest in it, the County shall require immediate payment in full of all sums secured by this Deed of Trust.

12. Indemnity. The Tribe agrees to defend, indemnify, and hold the County and its elected and appointed officers, employees, volunteers, agents, independent contractors, successors, and assigns, harmless from all losses, damages, liabilities, claims, actions, judgments, costs, and reasonable attorneys' fees that the County may incur as a direct or indirect consequence of: (i) the Tribe's failure to perform any obligations as and when required by the County Note or this Deed of Trust; and (ii) any failure to maintain the Security at all times in a neat, clean, and sanitary condition, in compliance with all applicable laws, including Hazardous Materials Laws. The obligations of this Section shall survive the termination and reconveyance of this Deed of Trust.
13. Acceleration; Remedies. Upon the Tribe's breach of any covenant or agreement in the County Note or this Deed of Trust, including, but not limited to, the covenants to pay, when due, any sums secured by this Deed of Trust, subject to any notice or cure provision of the County Note, this Deed of Trust, or applicable law, the County, at the County's option, may: (i) declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by California law; (ii) by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon the Security and take possession thereof (or any part thereof) and of any of the Security, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value or marketability of the Security, or part thereof or interest therein, increase the income therefrom or protect the security thereof. The entering upon and taking possession of the Security shall not cure or waive any breach hereunder or invalidate any act done in response to such breach and, notwithstanding the continuance in possession of the Security, the County shall be entitled to exercise every right provided for in this Deed of Trust, or by law upon occurrence of any uncured breach, including the right to exercise the power of sale; (iii) commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof; (iv) deliver to Trustee a written declaration of default and demand for sale, pursuant to the provisions for notice of sale found at California Civil Code Sections 2924 et seq., as amended from time to time; or (v) exercise all other rights and remedies provided herein.

As additional Security, the Tribe hereby gives to and confers upon the County the right, power, and authority, to collect the rents, issues, and profits of the Property, reserving onto the Tribe the right, prior to any default in the payment of any amount due under the County Note or this Deed of Trust, to collect and retain such rents, issues, and profits as the same become due and payable. Upon any such default, the County may sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and

apply the same to repayment of any indebtedness secured by this Deed of Trust, and in such order as the County may determine. The collection of such rents, issues, and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

The County shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Section, including, but not limited to, reasonable attorneys' fees.

In approving the form of this Deed of Trust, the Tribe's governing body voluntarily waives the Tribe's tribal sovereign immunity for the limited purpose of authorizing the enforcement of the County Note and this Deed of Trust against the Security. For greater clarity, it is agreed and understood that the Tribe has not pledged any other asset to secure payment of amounts due or other obligations under the County Note or this Deed of Trust.

Prior to exercising its rights under this Section, and unless any delay in enforcement would cause the County significant prejudice, the County shall meet and confer with the Tribe in good faith in an attempt to resolve or settle the issues giving rise to, or flowing from, the Tribe's breach of any covenant or agreement in the County Note or this Deed of Trust.

14. The Tribe's Right to Reinstate. Notwithstanding the County's acceleration of the sums secured by this Deed of Trust, the Tribe will have the right to have any proceedings begun by the County to enforce this Deed of Trust discontinued at any time prior to five (5) days before sale of the Security pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (i) the Tribe pays the County all sums which would be then due under this Deed of Trust and the Tribe cures all breaches of any other covenants or agreements of the Tribe contained in this Deed of Trust; (ii) the Tribe pays all reasonable expenses incurred by the County and Trustee in enforcing the covenants and agreements of the Tribe contained in this Deed of Trust, and in enforcing the County's and Trustee's remedies, including, but not limited to, reasonable attorneys' fees; and (iii) the Tribe takes such action as County may reasonably require to assure that the lien of this Deed of Trust, the County's interest in the Security, and the Tribe's obligation to perform the obligations and pay the sums secured by this Deed of Trust, shall continue unimpaired. Upon such payment and cure by the Tribe, this Deed of Trust and the obligations secured hereby will remain in full force and effect as if no acceleration had occurred.
15. Reconveyance. Upon payment of all sums secured by this Deed of Trust, the County will request Trustee to reconvey the Security and will surrender the County Note to Trustee. Trustee will reconvey the Security without warranty and without charge to the person or person legally entitled thereto. The County shall pay the costs of recordation, if any.
16. Substitute Trustee. The County, at the County's option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. The successor trustee will succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.
17. Request for Notice. The Tribe requests that copies of the notice of default and notice of sale

be sent to the Tribe at the address set forth in Section 18, below.

18. Notice. Except for any notice required under applicable law to be given in another manner, any notice required under this Deed of Trust shall be given by U.S. Mail, first class postage prepaid, and addressed as follows (or to such address(es) as either party may designate by notice):

To the Tribe:           Utu Utu Gwaitu Paiute Tribe  
                                  25669 Highway 6, PMB I  
                                  Benton, CA 93512

With a copy to:        Jasmine Andreas, Esq.  
                                  Law Office of Jasmine T. Andreas  
                                  2854 Tibec Lane  
                                  Bishop, CA 93514

To the County:         County of Mono  
                                  P.O. Box 696  
                                  Bridgeport, CA 93517

With a copy to:        County of Mono  
                                  Office of the County Counsel  
                                  Attn: Stacey Simon  
                                  P.O. Box 2415  
                                  Mammoth Lakes, CA 93546

Notice shall be deemed given three (3) days after deposit in the mail.

19. Governing Law. This Deed of Trust shall be governed by the laws of the State of California.
20. Severability. Should any provision of this Deed of Trust prove to be invalid or illegal, the court is authorized and instructed to modify the same to effectuate the original intent of the parties to the extent possible.
21. Captions. The captions and headings in this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

IN WITNESS WHEREOF, the Tribe has executed this Deed of Trust as of the date first written above.

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

Printed Name and Title: \_\_\_\_\_



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of \_\_\_\_\_

County of \_\_\_\_\_

On the \_\_\_\_\_ before me, \_\_\_\_\_ a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capaCounty(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

(Typed or Printed)

(Seal)

**Exhibit "A"**

**Legal Description**

## Seller Carryback Promissory Note

One Hundred Thirty-Two  
Thousand and 00/100 Dollars  
(\$132,000.00)

County of Mono, California

**WHEREAS**, on \_\_\_\_\_, 2022, the Utu Utu Gwaitu Paiute Tribe, a federally-recognized Tribe of the Benton Paiute Reservation (“Borrower”) and the County of Mono, a political subdivision of the State of California (“Lender”) entered into that certain agreement entitled Joint Escrow Instructions and Agreement of Purchase and Sale (the “PSA”) for the sale by Lender, and the purchase by Borrower, of that certain property more particularly described in the PSA (the “Property”); and

**WHEREAS**, pursuant to the terms of the PSA, Borrower has agreed to purchase the Property for a total amount of One Hundred Thirty-Seven Thousand and 00/100 Dollars (\$137,000.00) (the “Purchase Price”). Five Thousand and 00/100 Dollars (\$5,000.00) of the Purchase Price has been paid into escrow as a deposit, for an outstanding balance of One Hundred Thirty-Two Thousand and 00/100 Dollars (\$132,000.00) (the “Principal”). Lender has agreed to lend to Borrower the Principal, to be repaid as set forth in this Seller Carryback Promissory Note (this “Note”); and

**WHEREAS**, to secure repayment of the Principal, this Note shall be secured by a deed of trust, assignment of rents, and security instrument (the “Deed of Trust”), to be executed by Borrower of even date herewith, which shall be recorded in the Official Records of Mono County;

**NOW, THEREFORE**, the parties hereto agree as follows:

1. **Payments.** Borrower will repay to Lender the full balance of the Principal, including all accrued interest and late fees, on or before November 15, 2027 (the “Due Date”). Unless another address for payments is specified in writing, payments shall be made to Lender’s Finance Director at P.O. Box 556, Bridgeport, CA 93517.
2. **Interest.** No interest shall accrue on the Principal during any period in which Borrower is not in Default, as defined below. During any period in which Borrower is in Default, interest shall accrue at the default rate of five percent (5%) simple interest per annum until such default is cured. Payments shall be credited first to any accrued interest due, with the balance being credited to the Principal.
3. **Installments.** Borrower shall pay amounts due under this Note in installments (“Installments”) according to the repayment schedule set forth in **Exhibit A** to this Note. The remaining balance, inclusive of the outstanding balance of the Principal and any other unpaid amounts due under this Note, shall be payable on the Due Date.
4. **Late Fee.** There shall be a late payment fee of One Hundred and 00/100 Dollars (\$100.00), which shall become immediately due and payable by Borrower if an Installment is not paid within fifteen (15) days of the date on which that Installment is due. Payments shall be credited first to any late fee due, with the balance being credited to the Principal.
5. **Security; Limited Waiver of Tribal Sovereign Immunity.** This Note shall be secured by the Property pursuant to the Deed of Trust, as set forth in the recitals above. In approving the form of this Note, Borrower’s governing body voluntarily waives Borrower’s tribal sovereign immunity for the limited purpose of authorizing the enforcement of this Note and the Deed of Trust against the Property and other security located thereon. For greater clarity, it is agreed and understood that

Borrower has not pledged any other asset to secure payment of amounts due or other obligations under this Note or the Deed of Trust.

6. **Prepayment.** Borrower may prepay this Note without penalty.
7. **Acceleration.** A “Default” under this Note shall include either of the following: (1) the failure to pay any amount due under this Note within fifteen (15) days of the due date thereof; or (2) any other failure by Borrower to comply with any term or condition of this Note or of the Deed of Trust following notice and an opportunity to cure of no less than thirty (30) days. Without prejudice to any other remedy available to Lender under this Note or the Deed of Trust, if Borrower is in Default under this Note, then Lender may, in its sole and absolute discretion, declare all outstanding sums owed on this Note to be due and payable immediately. Notwithstanding the foregoing, prior to exercising such right of acceleration, and unless any delay in enforcing its rights under this Note or the Deed of Trust would cause Lender significant prejudice, Lender shall meet and confer with Borrower in good faith in an attempt to resolve or settle the issues giving rise to, or flowing from, the Default.
8. **Attorneys’ Fees and Costs.** Borrower shall pay all costs incurred by Lender in collecting sums due under this Note after a Default, including reasonable attorneys’ fees. Payments shall be credited first to any such cost or fees, with the balance being credited to the Principal.
9. **Waiver of Presentments.** Borrower waives presentment for payment, notice of dishonor, protest, and notice of protest.
10. **Non-Waiver.** No failure or delay by Lender in exercising its rights under this Note shall be considered a waiver of such rights.
11. **Severability.** Should any provision of this Note prove to be invalid or unenforceable, the court is authorized and instructed to modify the same to effectuate the original intent of the parties to the fullest extent possible.
12. **Integration; Amendment; Third Parties.** There are no verbal or other agreements that modify or affect the terms of this Note. This Note may not be modified or amended except by written agreement signed by both parties. There are no third-party intended beneficiaries of this Note.
13. **Assumption.** This Note is not assumable by subsequent purchasers of the Property without Lender’s express written consent.
14. **Notice.** Except for any notice required under applicable law to be given in another manner, any notice required under this Note shall be given by U.S. Mail, first class postage prepaid, and addressed as follows (or to such address(es) as either party may designate by notice):

To Borrower:                   Utu Utu Gwaitu Paiute Tribe  
  25669 Highway 6, PMB I  
  Benton, CA 93512

With a copy to:                Jasmine Andreas, Esq.  
  Law Office of Jasmine T. Andreas  
  2854 Tibec Lane  
  Bishop, CA 93514

To Lender: County of Mono  
P.O. Box 696  
Bridgeport, CA 93517

With a copy to: County of Mono  
Office of the County Counsel  
Attn: Stacey Simon  
P.O. Box 2415  
Mammoth Lakes, CA 93546

Notice shall be deemed given three (3) days after deposit in the mail.

15. **Execution.** Borrower executes this Note as a principal, and not as a surety.

16. **Governing Law.** This Note shall be governed under the laws of the State of California.

**Lender's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name and Title:** \_\_\_\_\_

**Borrower's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name and Title:** \_\_\_\_\_

**Exhibit A**  
**Repayment Schedule**

<b>Due Date</b>	<b>Amount Due</b>
November 15, 2022	\$13,200
May 15, 2023	\$13,200
November 15, 2023	\$13,200
May 15, 2024	\$13,200
November 15, 2024	\$13,200
May 15, 2025	\$13,200
November 15, 2025	\$13,200
May 15, 2026	\$13,200
November 15, 2026	\$13,200
May 15, 2027	\$13,200
November 15, 2027	Outstanding balance due, if any

**Total      \$132,000 (plus any late fees, collection costs, or accrued interest at default rate)**



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 16, 2022

**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): Bob Lawton, Stacey Simon, Janet Dutcher, John Craig, Patty Francisco, and Oliver Yee. 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:**

<p><a href="#">Click to download</a></p> <p>No Attachments Available</p>
--

**History**

Time

Who

Approval



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 16, 2022

**TIME REQUIRED**

**SUBJECT** Closed Session - Public Employee  
Evaluation

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

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

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p><a href="#">Click to download</a></p> <p>No Attachments Available</p>
--

**History**

Time

Who

Approval





OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** August 16, 2022

**Departments: County Counsel**

**TIME REQUIRED** 1.5 hours (1pm)

**SUBJECT** Long Valley and Little Round Valley -  
Litigation and Bi-State Sage Grouse

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Stacey Simon, County Counsel;  
Wendy Sugimura, Community  
Development Director

---

### AGENDA DESCRIPTION:

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

Workshop updating the Board and the public regarding litigation affecting Long Valley and Little Round Valley and providing the status of Bi-State Sage Grouse in the region. Opportunity for the public to provide input to the Board.

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### RECOMMENDED ACTION:

Provide desired direction to staff, which may include: to return to the Board with a draft letter to the Los Angeles Department of Water and Power regarding the California Court of Appeal's decision; the scheduling of regular Board updates on irrigation and habitat in Long and Little Round Valleys, or such other direction as determined by the Board.

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### FISCAL IMPACT:

None.

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**CONTACT NAME:** Stacey Simon

**PHONE/EMAIL:** x1704 / [ssimon@mono.ca.gov](mailto:ssimon@mono.ca.gov)

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### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

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### ATTACHMENTS:

Click to download
<input type="checkbox"/> <a href="#">Staff report</a>
<input type="checkbox"/> <a href="#">Attachment</a>
<input type="checkbox"/> <a href="#">Map - Long Valley</a>
<input type="checkbox"/> <a href="#">Map - Irrigation ditches</a>
<input type="checkbox"/> <a href="#">Map - Satellite irrigation ditches</a>

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
8/12/2022 4:27 PM	County Counsel	Yes
8/10/2022 5:07 PM	Finance	Yes
8/12/2022 5:09 PM	County Administrative Office	Yes

**County Counsel**  
Stacey Simon

**Assistant County Counsel**  
Christopher L. Beck  
Anne L. Frievault

**Deputy County Counsel**  
Emily R. Fox

**OFFICE OF THE  
COUNTY COUNSEL**

*Mono County*

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

**Telephone**  
760-924-1700

**Risk Manager**  
Jay Sloane

**Paralegal**  
Kevin Moss

To: Board of Supervisors

From: Stacey Simon

Date: August 16, 2022

Re: Update on Litigation and Habitat Conditions; Long Valley and Little Round Valley

**Recommended Action**

Hear update regarding litigation affecting Long Valley and Little Round Valley and on the status of sage grouse habitat in the region and receive public comment. Provide desired direction to staff, which may include: to return to the Board with a draft letter to the Los Angeles Department of Water and Power regarding the California Court of Appeal's decision; the scheduling of regular Board updates on irrigation and habitat in Long and Little Round Valleys, or such other direction as determined by the Board.

**Strategic Plan Focus Areas Met**

A Thriving Economy     Safe and Healthy Communities  
 Sustainable Public Lands     Workforce & Operational Excellence

**Discussion**

The update will cover the following:

1. Litigation filed in 2018 by Mono County and the Sierra Club to prevent the Los Angeles Department of Water and Power (LADWP) from implementing a new policy to eliminate or sharply curtail historic water deliveries to Long Valley and Little Round Valley without complying with the California Environmental Quality Act (CEQA).
2. Litigation filed in 2020 by Desert Survivors, Center for Biological Diversity, WildEarth Guardians and the Western Watersheds Project challenging the U.S. Fish and Wildlife Services' (USFWS) 2020 decision to withdraw its 2013 proposed listing of the Bi-State Sage Grouse under the Endangered Species Act.
3. Status update on the Bi-State Sage Grouse in Long Valley, including population data from 2021 and 2022, and ongoing implementation by LADWP of its Adaptive Management Plan to support Sage Grouse in the Convict Creek area of Long Valley.



## **Overview of Litigation Affecting Long Valley and Little Round Valley; Habitat and Species Update**

**August 16, 2022**

### **A. RELEVANT HISTORY AND BACKGROUND**

#### ***1. Background***

The City of Los Angeles Department of Water and Power (LADWP) owns approximately 6,100 acres of irrigated pasture adjacent to Crowley Lake in the Long Valley region of Mono County (see attached map). Pasture and meadow habitat has existed in Long Valley throughout known history, stewarded and utilized first by native peoples and later by western settlers. Los Angeles owns approximately 50,000 acres of land in Inyo and Mono Counties, including these 6,100 acres.

Unlike much of the land it owns in the Eastern Sierra, LADWP has maintained the 6,100 acres in Long Valley as irrigated pasture. Since acquiring it in the early 1900s, LADWP has leased the land back to local agricultural operators, who perform day-to-day management, ensuring that the pasture remains healthy and productive. This stewardship by LADWP and local ranchers has resulted in the creation and maintenance of important habitat, including for the Bi-State Sage Grouse, a distinct population segment of the Greater Sage Grouse, currently being considered for listing under the Endangered Species Act (see discussion below). Additionally, Long Valley provides valuable scenic, recreational and economic benefits at the southern gateway to Mono County – a vacation destination for residents of Los Angeles and visitors from around the world, and is a critical component of Mono County’s tourism and agriculture-based economy.

Irrigation water that is not consumed in Long Valley enters the groundwater and then Crowley Lake, where it joins the Los Angeles Aqueduct system and is delivered to Los Angeles.

#### ***2. LADWP’s Proposed Change in Operations***

In response to its growing concern that a changing climate would reduce the amount of water available for the City from a variety of sources, in March of 2018, LADWP proposed new leases to the agricultural operators in Long Valley. Specifically, LADWP would continue to allow the operators to lease the 6,100 acres – but without any water to irrigate them. These so-called “dry leases” would eliminate the pastures that had been maintained for generations, impacting habitat for the Bi-State Sage Grouse and other species and adversely affecting the scenic, recreational and economic values of the region.

LADWP initially proposed to make these changes without conducting any review under the California Environmental Quality Act (CEQA). CEQA is a California law enacted in 1970 which requires public agencies to perform environmental studies, receive public input and adopt feasible mitigation measures to avoid harm prior to approving or taking an action that may have a significant effect on the environment. When Mono County brought the lack of environmental review to the City's attention in April of 2018, LADWP retracted its proposal, promising instead to conduct the required environmental review before implementing its new dry leases. The City stated that it would continue to work with the agricultural operators to maintain and irrigate the lands under existing leases in the meantime.

However, that summer LADWP provided an unexpectedly small amount of water to Long Valley, given the amount of water available in the system (it provided 0.71 acre feet/acre, while precipitation/runoff was approximately 80% of normal). Although the quantity of water delivered to the lands had indeed historically fluctuated from year-to-year in relation to water availability (including in 2016 when 0.71 AF/acre was also provided), the amount LADWP said it would deliver during 2018 appeared to Mono County and others to be unrelated to water availability, given that 2017 had been an extremely wet year, rather than the first year following a 5-year drought.

## **B. MONO COUNTY'S AND THE SIERRA CLUB'S LITIGATION**

### ***1. Mono County's Reaction to the Perceived Change***

Believing that LADWP was improperly implementing its dry leases under cover of existing leases, on August 14, 2018, Mono County gave LADWP notice of its intent to file litigation under CEQA on the grounds that LADWP had moved forward with its plan to change water management practices in Long Valley (i.e., the proposed "dry leases" or some variant of them) without conducting the required environmental review.

Two days later, on August 16, 2022, LADWP declared its intention to prepare an environmental impact report (EIR) related to the new dry leases by issuing a notice of preparation under CEQA (the document was dated August 15, 2022). However, LADWP still did not increase the amount of water it was willing to provide to Long Valley during the summer of 2018.

Concerned that LADWP would not move forward with the promised environmental review and fearing that it would instead simply dry out the land under the pretext of its existing leases (with 2018 being the first year of implementation), Mono County filed litigation against the City of Los Angeles and LADWP under CEQA. Shortly thereafter, the Sierra Club joined the County's suit.

### ***2. The CEQA Litigation***

Mono County's and the Sierra Club's litigation goal was to ensure that LADWP would conduct environmental review, and implement all feasible mitigation measures identified as a part of that review, prior to changing historic water management practices in Long Valley. The California Department of Fish and Wildlife (CDFW) filed briefs to support the County's and Sierra Club's

position, expressing concern for the Bi-State Sage Grouse and other species dependent on the irrigated lands.

LADWP responded by assuring the trial court hearing the case (in Alameda County) that it would conduct the required environmental review. LADWP explained to the court that the amount of water provided in 2018 did not signal the start of a new program aimed at drying out Long Valley, but instead was consistent with amounts provided in prior years – including in 2016, which had been a similar water year to 2018. In other words, LADWP represented that it was not changing its practices and would continue to deliver water to the 6,100 acres – at least until it complied with CEQA. LADWP asked the trial court to admit evidence showing that it had provided significant water in both 2019 (38,000 acre feet (AF) total, or approximately 6.23 AF per acre) and 2020 (18,000 AF total, or approximately 2.95 AF/acre) – therefore attempting to counter the County’s and Sierra Club’s arguments that it had implemented new practices commencing in 2018.

The trial court refused to admit LADWP’s evidence of water deliveries during 2019 and 2020 for procedural reasons and concluded that LADWP’s actions in 2018 showed that LADWP was indeed implementing a new water management policy in Long Valley under pretext of its old leases. Accordingly, the trial court ordered LADWP to continue to provide water consistent with its historic practices (including annual fluctuations based on availability and other factors) until such time as the required environmental review was completed.

### ***3. The Appeal***

LADWP appealed the trial court’s ruling, again insisting that it was not implementing a changed water policy and representing that it would conduct the required environmental review prior to approving the proposed dry leases. LADWP again sought to admit evidence demonstrating that it had delivered significant water to Long Valley in 2019 and 2020. However, unlike the trial court, the court of appeal found this evidence to be admissible and relied on it, together with other factors, to find that LADWP had not implemented changed water policies.

In other words, the appellate court accepted LADWP’s representations that it had not changed its historic practices, relied on evidence that significant amounts of water had been provided in both 2019 and 2020, and noted LADWP’s representation that it would conduct the required environmental review before implementing proposed dry leases, the appellate court determined it was not necessary to order LADWP to maintain past practices until its CEQA review was complete, thereby reversing the trial court’s order and, essentially, taking LADWP at its word.

However, the appellate court did memorialize in its ruling LADWP’s commitment regarding the need for environmental review prior to altering water deliveries beyond the fluctuations allowed by the 2010 leases. Specifically, the appellate court wrote that: “Los Angeles concedes that a policy of not providing any irrigation water to the leased properties is a markedly different project than the 2010 Leases. We accept this concession . . .”, and the court made clear that LADWP cannot “de facto convert the 2010 Leases into dry leases” without conducting environmental review under CEQA. (Page 22)<sup>1</sup>.

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<sup>1</sup> See *County of Mono et al. v. City of Los Angeles et al.*, 2022 WL 2952461, Case No. A162590. First Dist. Court of Appeal for the State of California.

Additionally, the ruling also indicates that if LADWP were to sharply reduce water deliveries under the existing leases, then it would be embarking on a new project requiring environmental review under CEQA. “If 2018 marked the beginning of a practice of sharply reduced water deliveries to the lessees ... the correlation between the shift and the Dry Lease Proposal would be obvious and Los Angeles’ claim to be relying on the 2010 Leases would be unmistakably pretextual.” (p. 31-32.) Again, because the appellate court relied on LADWP’s representations, it did not find it necessary to order LADWP to do what it had already promised to and what the court memorialized on the record that it would do.

#### ***4. The Impact of the Appellate Court Ruling***

The result of the appellate court’s ruling depends entirely on whether LADWP makes good on its promises to the court, the public and the parties in the case. Specifically, if LADWP continues to provide sufficient water to maintain Long Valley’s environmental resources and does not, in the words of the appellate court “eliminate” or “sharply reduce water deliveries”, then there is no need for the County, or any other party, to return to court.

However, if LADWP uses the 2010 leases to implement “a practice of sharply reduced water deliveries to the lessees” or to “convert the 2010 Leases into dry leases”, then it will have demonstrated that its representations to appellate court, Mono County, the Sierra Club and CDFW, and upon which the appellate court relied, were hollow. In that event, the County or another party could return to court for relief.

#### ***5. Status of LADWP’s Environmental Review of the Proposed Dry Leases***

As noted above, on August 16, 2018, LADWP released a notice of preparation (NOP) under CEQA announcing the preparation of an Environmental Impact Report (EIR) to analyze the impacts of its proposed dry leases. A scoping meeting took place in Mammoth Lakes on September 26, 2018, and numerous oral and written comments were presented. The existence of the project is noted on the Office of Planning and Research’s CEQA website at <https://ceqanet.opr.ca.gov/2018082034>, but there is no public information from LADWP regarding the status of or any progress made on the EIR since the 2018 scoping meeting.

### **C. FEDERAL LITIGATION REGARDING THE LISTING OF THE BI-STATE SAGE GROUSE**

In late 2020, four conservation groups, Desert Survivors, Center for Biological Diversity, WildEarth Guardians and Western Watersheds Project, challenged the U.S. Fish and Wildlife Service’s (USFWS) and the Department of Interior’s March 31, 2020, decision to withdraw the 2013 proposed listing of the Bi-State Sage Grouse as threatened under the Endangered Species Act.<sup>2</sup> LADWP’s irrigated lands in Long Valley provide important habitat for the Bi-State Sage

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<sup>2</sup> See *Desert Survivors et al. v. United States Department of Interior et al.*, (*Desert Survivors II*). 2022 U.S. Dist. LEXIS 87794, 2022 WL 1539530, Case 3:20-cv-06787-JSC (N.D. Cal. May 16, 2022).

Grouse, supporting nearly 40% of California's population, according to the *2020 Bi-State Sage Grouse Accomplishment Report*.<sup>3</sup>

On May 16, 2022, the Federal District Court for the Northern District of California issued a decision in favor of the conservation groups, setting aside the 2020 withdrawal decision because the USFWS made specific errors. The Court ordered the 2013 proposed listing decision reinstated. Under the ESA statutory timeline, the USFWS must issue a new final listing decision within 12 months.

#### **D. ADAPTIVE MANAGEMENT PLAN FOR THE BI-STATE SAGE GROUSE**

In 2020 and early 2021, a subset of the Bi-State Sage Grouse Local Area Working Group (LAWG) consisting of representatives of LADWP, USFWS, CDFW, Audubon Society and Mono County, in consultation with the Inyo National Forest, Bureau of Land Management and U.S. Geological Survey (USGS) collaborated in the development of an adaptive management plan (AMP) to guide irrigation on land owned by LADWP in the Convict Creek area of Long Valley (see attached map). This AMP was adopted by LADWP in the Spring of 2021.

The AMP provides for maintenance of minimum in-stream flows of 10 cubic feet per second (cfs) in Convict Creek while providing a 100-meter band of green vegetation (specific standards for vegetation are defined in the plan) along irrigation ditches through Sage Grouse habitat. When sufficient water is not available (i.e., during drought conditions), the ditches are prioritized based on utilization by/importance to the Sage Grouse and water is provided based on those priorities.

The 2021 season was a drought year with limited water availability, and the highest priority ditches received as much water as possible while maintaining 10 cfs in Convict Creek. At the close of 2021, irrigation management during the season was evaluated and LADWP prepared a year-end report (available by contacting 760-924-1800 or [commdev@mono.ca.gov](mailto:commdev@mono.ca.gov)). Based on lessons learned, the proposed water distribution was adjusted slightly for this 2022 irrigation season but again, due to drought, very little water has been available for distribution. A mid-season field visit was conducted in July and vegetation improvement was noted over last field season.

#### **E. STATUS OF THE BI-STATE SAGE GROUSE**

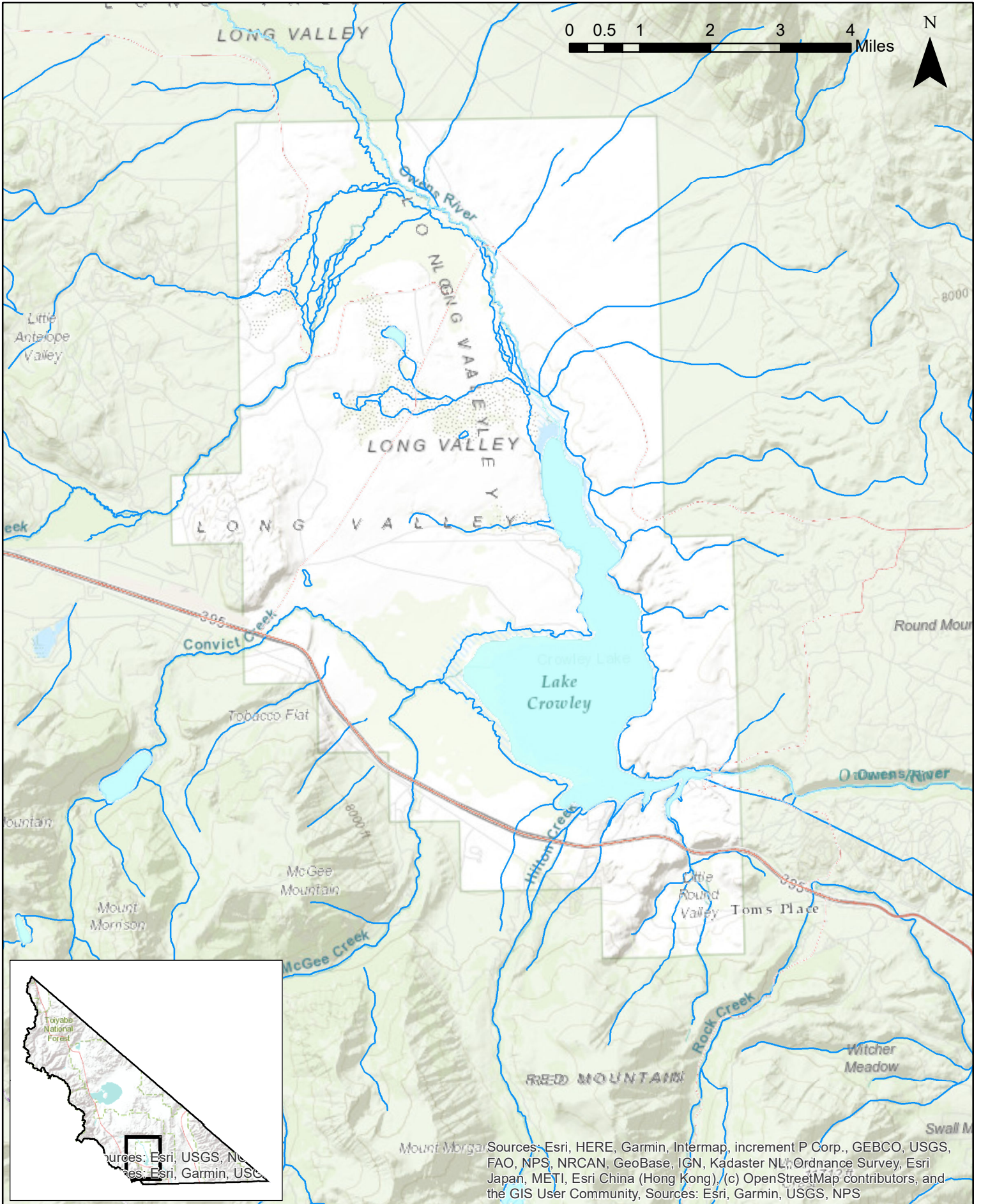
Resource agencies count sage grouse at breeding leks every spring to estimate bird populations. The past several years indicated declines in various areas of the Bi-State range, including the Long Valley population. Preliminary data from the 2022 sage grouse lek counts in Long Valley indicate a minor increase of approximately 3% in the population. Additional information about potential causes of populations changes and predictive population models can be found in various USGS reports and studies at <https://www.bistatesagegrouse.com/general/page/conservation-and-management-tools>.

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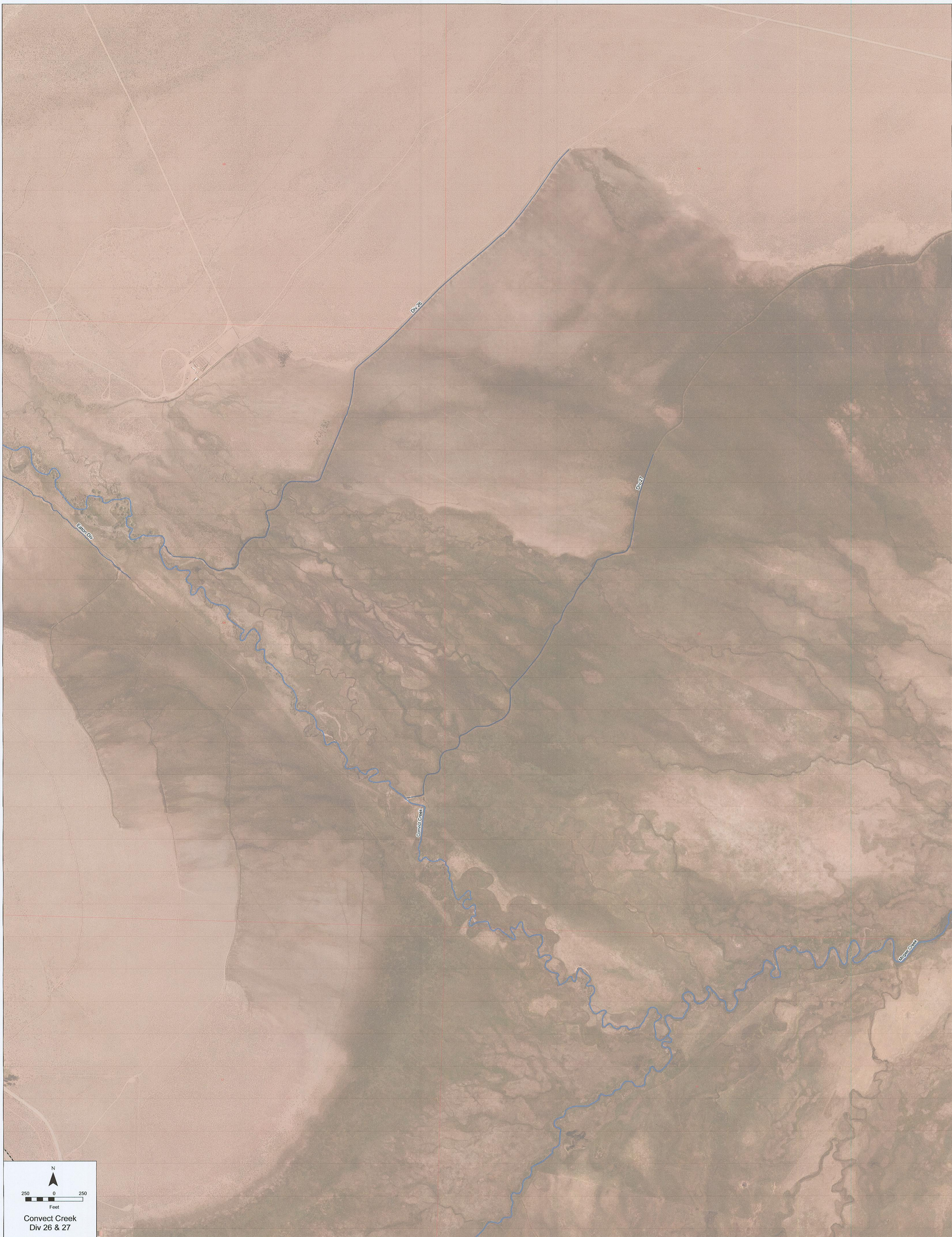
<sup>3</sup> This report was prepared by the Bi-State Local Area Working Group (LAWG). See chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.bistatesagegrouse.com/sites/default/files/fileattachments/general/page/947/2020accompreport-final-compressed.pdf (at p. 9).



# Mono County Long Valley Region







Div 26

Div 27

Eaton Cr.

Convect Creek

Mason Cr.

N

250 0 250  
Feet

Convect Creek  
Div 26 & 27