



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 May 21, 2024

TRIBAL LAND ACKNOWLEDGMENT

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

TELECONFERENCE INFORMATION

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

1. Mammoth Teleconference Location – for meetings held on the first and second Tuesday of each month - Mono Lake Room of the Mono County Civic Center, First Floor, 1290 Tavern Road, Mammoth Lakes, CA. 93546;
2. Bridgeport Teleconference Location – for meetings held on the third Tuesday of each Month - Mono County Courthouse, Second Floor Board Chambers, 278 Main Street, Bridgeport, CA. 93517;
3. Zoom Webinar.

Members of the public may participate via the Zoom Webinar, including listening to the meeting and providing public comment, by following the instructions below.

To join the meeting by computer:

Visit <https://monocounty.zoom.us/j/86184622677> or visit <https://www.zoom.us/>, click on "Join A Meeting" and enter the Zoom Webinar ID 861 84622 677.

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 861 84622 677

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

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: https://monocounty.granicus.com/MediaPlayer.php?publish_id=68a69f03-6511-41ef-ae37-636788b98695

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. Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting (See 42 USCS 12132, 28CFR 35.130).

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

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

9:00 AM Call meeting to Order

Pledge of Allegiance

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

2. RECOGNITIONS - NONE

3. COUNTY ADMINISTRATIVE OFFICER

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

4. DEPARTMENT/COMMISSION REPORTS

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

5. CONSENT AGENDA

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

A. Board Minutes

Departments: Clerk of the Board

Approval of Board minutes from the 2024, April regular meetings.

Recommended Action: Approve the Board minutes from the April 2, 2024, regular meeting. Approve the Board minutes from the April 9, 2024, regular meeting. Approve the Board minutes from the April 16, 2024, regular meeting.

Fiscal Impact: None.

B. Consolidation of Elections - Municipal

Departments: Elections

The Mammoth Lakes Town Council has requested that the General Municipal Election be consolidated with the Statewide General Election, and that the Mono County Elections Division conduct the election and canvass the returns.

Recommended Action: Consider and adopt a Resolution consolidating the General Municipal Election with the Statewide General Election on November 5, 2024, and directing the Mono County Elections Division to conduct the election and canvass the returns.

Fiscal Impact: Costs associated with adding an extra item(s) to the already scheduled ballot. These costs are not known until after the election. In accordance with Elections Code Section 10002, the Town of Mammoth Lakes shall reimburse the County for these additional costs.

C. Appointment to the Mono County Assessment Appeals Board

Departments: Clerk of the Assessment Appeals Board

Appointment of one regular member to the Mono County Assessment Appeals Board (AAB).

Recommended Action: Appoint Jarrett Patrick as a regular member of the Mono County Assessment Appeals Board, for a term which ends September 1, 2024.

Fiscal Impact: No impact beyond previously budget expenses for Board member stipends.

D. 2021-2026 System Improvement Plan for Mono County's Health Human Services Social Services Employment and Eligibility Division, CalWORKs program

Departments: Health and Human Services

Pursuant to SB 89, Mono County Department of Health and Human Services, Social Services Employment and Eligibility Division has established a continuous quality improvement and review process for its CalWORKs program, in alignment with CalWORKs Outcomes and Accountability Review. The Department seeks approval of its 2021 - 2026 System Improvement Plan.

Recommended Action: Approve the Eligibility Division's 2021 2026 System Improvement Plan, and authorize the Chair to sign on behalf of the Board of Supervisors.

Fiscal Impact: None.

E. American Red Cross Memorandum of Understanding
Departments: Health and Human Services

Memorandum of Understanding (MOU) between the American Red Cross and Mono County to define a working relationship in preparing for, responding to, and recovering from disasters. This MOU provides the framework for cooperation and support between the Red Cross and Mono County in assisting individuals, families and communities who have been or could be impacted by disaster or an emergency.

Recommended Action: Approve County entry into proposed Memorandum of Understanding (MOU) for the period July 30, 2024 through July 30, 2029, and authorize the Chair of the Board of Supervisors to execute said MOU on behalf of the County.

Fiscal Impact: None.

F. Memorandum of Understanding (MOU) regarding Behavioral Health Programs, Activities and Crisis Response at School Sites

Departments: Behavioral Health

Proposed MOU with various school sites throughout Mono County which are operated by Mammoth Unified School District, Eastern Sierra Unified School District, and the Mono County Office of Education, pertaining to behavioral health services.

Recommended Action: Approve, and authorize Behavioral Health Director to sign, contract with Mammoth Unified School District, Eastern Sierra Unified School District, and the Mono County Office of Education for behavioral health services for the period of January 1, 2024, through December 31, 2025.

Fiscal Impact: None.

G. FY23/24 Regional Surface Transportation Program (RSTP) Road Funding Agreement

Departments: Public Works - Road Department

Approval of annual funding through the Regional Surface Transportation Program (RSTP) apportionment. This repeating annual agreement authorizes the exchange of federal highway funds for state highway funds thereby providing the Road Fund with a more flexible funding source.

Recommended Action: Approve and authorize Chair's signature on the FY23/24 Federal Exchange and State Match Agreement for allocation of Federal Surface Transportation Program Funds through the State's Regional Surface Transportation Program

Fiscal Impact: \$329,725 of intergovernmental revenue to the Road Fund (Fund 180), which was included in the FY 2023/2024 adopted budget.

H. Eastside Lane Rehabilitation Project Phase 2 - Program Supplement Agreement

Departments: Public Works

Proposed resolution “A Resolution of the Mono County Board of Supervisors, State of California, Approving Program Supplement Agreement No. F020 Under Administering Agency – State Agreement No. 09-5947F15 for the Eastside Lane Rehabilitation Project Phase 2”.

Recommended Action: Adopt proposed resolution.

Fiscal Impact: Total programmed federal funding is \$3,748,000 in the State Transportation Improvement Program (STIP). Federal reimbursement of 88.53 percent is funded with STIP federal funds. Caltrans Toll Credits have been approved to fund the required 11.47 percent local match. Exact costs will be based on actual bids received. If bids received exceed programmed STIP funding, additional STIP funding may be applied to the project depending on the availability of funds.

I. Mono County Jail Site Work Bid Package Authorization

Departments: Public Works

Authorization to Bid and Award Project 9646-4 Site Preparation in support of the Bridgeport Jail Project.

Recommended Action: 1. Approve the attached bid package and authorize the Public Works Department to advertise the project for bids. Authorize the Public Works Director to execute the contract contained in the attached bid package with the lowest responsible bidder in an amount equal or less than the estimated cost, plus 15 percent contingency, and issue change orders from time to time as necessary. 2. Authorize the Public Works Director to reject all bids if no bid is received that is less than the estimated cost, plus 15 percent contingency.

Fiscal Impact: This project is expected to cost approximately \$400,000. Actual costs will be known upon bid opening. The project is funded with unspent debt proceeds in the Criminal Justice Facility Capital Projects Fund.

6. CORRESPONDENCE RECEIVED

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

A. Letter of Opposition to the Governor's May Revision Budget Proposal

Letter to Senator Menjivar and Assembly Member Weber regarding the opposition of the Governor's May revision budget proposal to eliminate the entire \$300 million ongoing General Fund Future of Public Health investment, including \$200 million dedicated to local health department workforce and infrastructure.

We also express opposition to the elimination of \$52.5 million in Future of Public Health funds in the current fiscal year.

7. REGULAR AGENDA - MORNING

A. Inyo National Forest Pre-Seasonal Update

Departments: Board of Supervisors
30 minutes

(Lesley Yen, Forest Supervisor; Todd McDivitt, Deputy Forest Fire Chief; Lance Rosen, Assistant District Fire Management Officer and Chris Small Comb, NOAA/National Weather Service) - Presentation by the Inyo National Forest and Bishop Field Office BLM Leadership teams regarding the 2023 Wildfire Seasonal Review, 2024 Wildfire Seasonal Review, and the Inyo National Forest and Bishop BLM Fire program overview.

Recommended Action: None, informational only.

Fiscal Impact: None.

B. Mono County Childcare Workshop

Departments: Board of Supervisors
30 minutes

(Stacey Adler, Mono County Superintendent of Schools; Molly DesBaillets, First 5 Mono Executive Director) - Presentation by Stacey Adler, Mono County Superintendent of Schools and Molly DesBaillet, Executive Director of First 5 Mono regarding the Mono County Childcare Update.

Recommended Action: None, informational only.

Fiscal Impact: None.

C. Housing Update

Departments: County Administrative Office
20 minutes

(Tyrone Grandstrand, Housing Opportunities Manager) - Mono County staff will provide an update on the housing work program.

Recommended Action: Staff recommends that the Board receive the presentation and provide questions as needed.

Fiscal Impact: None. This item is informational only.

D. Terms and Conditions of Employment for Children's Services Manager

Departments: Health and Human Services
10 minutes

(Michelle Raust, Health Human Services Deputy Director) - The Health and Human Services (HHS) Department has selected Leslie Gaunt, ACSW/J.D., as its Children's Services Manager. Ms. Gaunt currently works for the county as a Staff Services Analyst III within the Social Services Division of HHS. This item seeks Board approval of an Agreement regarding the terms and condition of employment for Ms. Gaunt in this new role.

Recommended Action: Announce Fiscal Impact. Adopt resolution approving an agreement regarding the terms and conditions of employment of Leslie Gaunt as Children's Services Manager. Authorize the Board Chair to execute said agreement on behalf of the County.

Fiscal Impact: This item increases spending for the remainder of this fiscal year by \$20,389, of which \$14,301 is salary and \$6,088 is benefits. If this item is approved, the annual cost will be \$176,703, of which \$123,941 is salary and \$52,762 is benefits. The fiscal impact of this item is included in the Health and Human Services FY 2023-24 adopted budget.

E. Terms and Conditions of Employment for Parks and Facilities Superintendent

Departments: Public Works

5 minutes

(Karyn Spears, Public Works Assistant Director) - Proposed resolution approving a contract with Eric Eilts as Parks and Facilities Superintendent, and prescribing the compensation, appointment, and conditions of said employment.

Recommended Action: Announce Fiscal Impact. Adopt proposed resolution approving an agreement with Eric Eilts as Parks and Facilities Superintendent, and prescribing the compensation, appointment, and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: The estimated cost of this position for the remainder of this fiscal year is \$22,728 of which \$16,299 is salary and \$6,429 is benefits. If approved, the annual cost will be \$172,829 of which \$123,941 is salary and \$48,888 is benefits. The fiscal impact of this item is included in the Public Works FY 2023-24 adopted budgets.

F. Terms and Conditions of Employment for Animal Services Manager

Departments: County Administrative Office

5 minutes

(Christine Bouchard, Assistant County Administrative Officer) - Agreement regarding Terms and Conditions of Employment for Brittany Pratt as the Animal Services Manager, an at-will position, at Range 111, Step A.

Recommended Action: Announce fiscal impact. Adopt resolution approving an

agreement regarding the terms and conditions of employment for Brittany Pratt as Animal Services Manager for Mono County, an at-will position, at Range 111, Step A.

Fiscal Impact: The estimated cost of this position for the remainder of the fiscal year is \$11,600, of which \$7,964 is salary and \$3,636 is benefits. The total cost of salary and benefits for an entire fiscal year is approximately \$128,294, of which \$88,082 is salary and \$40,212 is benefits. This is included in the Department's FY 2023/24 adopted budget.

8. CLOSED SESSION

A. Closed Session - Labor Negotiations

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Sandra Moberly, Mary Booher, Christopher Beck, Janet Dutcher, and Christine Bouchard. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Correctional Deputy Sheriffs' Association. Unrepresented employees: All.

B. Closed Session - Exposure to Litigation

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

C. Closed Session - Existing Litigation

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of cases: County of Mono v. Amerisourcebergen Drug Corporation; Cardinal Health, Inc.; McKesson Corporation; Purdue Pharma L.P.; Purdue Pharma, Inc., et al., United States District Court, Eastern District of California, Case No. 2:18-cv-01149-MCE-KJN.

D. Closed Session - Existing Litigation

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: *County of Mono, et al v. Liberty Utilities, LLC, et al.*, Case No: 2:21-cv-00834-DAD-KJN, U.S. District Court for the Eastern District of California.

9. BOARD MEMBER REPORTS

The Board may, if time permits, take Board Reports at any time during the

meeting and not at a specific time.

ADJOURN



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

REGULAR AGENDA REQUEST

Print

MEETING DATE May 21, 2024

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approval of Board minutes from the 2024, April regular meetings.

RECOMMENDED ACTION:

Approve the Board minutes from the April 2, 2024, regular meeting. Approve the Board minutes from the April 9, 2024, regular meeting. Approve the Board minutes from the April 16, 2024, regular meeting.

FISCAL IMPACT:

None.

CONTACT NAME: Danielle Patrick

PHONE/EMAIL: 7609325535 / despinosa@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
April 2, 2024 DRAFT Meeting Minutes
April 9, 2024 DRAFT Meeting Minutes
April 16, 2024 DRAFT Meeting Minute

History

Time	Who	Approval
5/16/2024 9:06 AM	County Counsel	Yes
5/6/2024 2:18 PM	Finance	Yes

5/16/2024 12:32 PM

County Administrative Office

Yes



**DRAFT MEETING MINUTES
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: Board Chambers, 2nd Fl., County Courthouse, 278 Main St., Bridgeport, CA 93517

**Regular Meeting
April 2, 2024**

**Backup Recording
Minute Orders
Resolutions-
Ordinance**

**Zoom
M24-057 – M24-062
R24-031- R24-033
ORD24-004 Used**

9:00 AM Meeting called to order by Chair Peters.

Supervisors Present: Duggan, Gardner, Kreitz, Salcido, and Peters. (All members were present in-person or participated via teleconference in compliance with rules established by the Ralph M. Brown Act).

Supervisors Absent: None.

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

Pledge of Allegiance led by Supervisor Gardner.

- 1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**
No one spoke.
- 2. RECOGNITIONS - NONE**
- 3. COUNTY ADMINISTRATIVE OFFICER**

Note:

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

Sandra Moberly, County Administrative Officer:

- Update on the Bridgeport Post Office.

4. DEPARTMENT/COMMISSION REPORTS

Paul Roten, Public Works Director:

- Update on the Mono County Jail Project.

Jeff Simpson, Economic Development Director:

- Recognized Liz Grans for her outstanding work with the filming projects.
- Update on the 2024 Eastern Sierra Summer Air Service.
- Shared the Poppy Award.

5. CONSENT AGENDA

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

A. Board Minutes

Departments: Clerk of the Board

Approval of Board minutes from the February 2024, regular meetings.

Action: Approved the Board minutes from the February 6, 2024, regular meeting. Approved the Board minutes from the February 20, 2024, regular meeting.

Duggan moved; Gardner seconded

Vote: 5 Yes, 0 No

M24-057

B. Cancellation of May 7, 2024, Regular Meeting of the Board of Supervisors

Departments: Clerk of the Board

Cancellation of the May 7, 2024, regular meeting of the Board of Supervisors.

Action: Cancelled the May 7, 2024, regular meeting of the Board of Supervisors.

Duggan moved; Gardner seconded

Vote: 5 Yes, 0 No

M24-058

C. Out-of-State Travel Authorization for 2024 National Association of Counties' (NACo) Annual Conference

Departments: Board of Supervisors

Out-of-state travel request for Supervisors Duggan, Kreitz, and Peters to attend

Note:

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the 2024 National Association of Counties (NACo) Annual Conference Hillsborough County, Florida and for Supervisor Peters to attend NACo meetings regarding Payment In Lieu of Taxes (PILT) Washington DC, September 9-12, 2024.

Action: Approved out-of-state travel for Supervisors Duggan, Kreitz, and Peters to attend the 2024 NACo Annual Conference in Hillsborough County, Florida from July 12-15, 2024, and approved out-of-state travel for Supervisor Peters to attend NACo PILT meetings in Washington DC, September 9-12, 2024.

Duggan moved; Gardner seconded

Vote: 5 Yes, 0 No

M24-059

D. Memorandum of Understanding (MOU) with Eastern Sierra Unified School District for School Based Dental Services

Departments: Health and Human Services (HHS)

The Health and Human Services, Public Health Division, wishes to collaborate with Eastern Sierra Unified School District for the provision of school based dental services for the students of the District. The purpose of this partnership is to provide screenings and services at the school, identify oral health needs of children, link children to a source of care, and establish a dental home.

Action: Approved and authorized Chair to sign contract with Eastern Sierra Unified School District for the provision of school-based dental services for the students of the District for the period March 1, 2024 - June 30, 2027.

Duggan moved; Gardner seconded

Vote: 5 Yes, 0 No

M24-060

6. CORRESPONDENCE RECEIVED

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

A. Mono County Letters of Support for the Bridgeport USFS Housing Water Connection

Mono County letters of support for the Bridgeport USFS Housing Water Connection executed by Board Chair Peters and sent to Congressman Kiley, Senator Butler, and Senator Padilla in accordance with the Board's adopted Legislative Platform and Resolution R21-17.

Note:

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

7. REGULAR AGENDA - MORNING

A. Review and Declaration of March 5, 2024, Presidential Primary Election Results

Departments: Elections

(Queenie Barnard, Clerk-Recorder-Registrar) - Presentation of certified election results.

Action: The Mono County Board of Supervisors approved as correct the Statement of Votes for the March 5, 2024 Presidential Primary Election and Declare elected to office the following candidates who received the highest number of votes in each contest of the Election: Judge of the Superior Court: Gerald F. Mohun, Jr.; County Supervisor, District 2: Rhonda Duggan; County Supervisor, District 3: Paul McFarland; County Supervisor, District 4: John Peters. The Mono County Board of Supervisors shall approve as correct the Statement of Votes for the March 5, 2024, Presidential Primary Election and Declare the following results of each measure voted on at the election: Measure "I" (Mammoth Unified School District Educator Housing and School Safety and Renovation Measure) received 53.1% number of yes votes rather than the required 55% and therefore did not pass.

Gardner moved; Salcido seconded

Vote: 5 Yes, 0 No

M24-061

Queenie Barnard, Clerk-Recorder-Registrar:

- Presented item.

B. Tribal Land Acknowledgment for Inclusion on Board Agendas

Departments: County Administrative Office

(Sandra Moberly, County Administrative Officer) - The Board provided direction to staff to work with local tribal members to develop a land acknowledgement that could be included on Board of Supervisors agendas. Staff has worked with the local tribes and will present a draft land acknowledgment for consideration by the Board.

Action: None.

Sandra Moberly, County Administrative Officer:

- Presented item.

C. Short-Term Rental Housing Study and Policy Direction

Departments: Community Development

(Wendy Sugimura, Community Development Director and Aaron Washco, Planning Analyst) - Receive and discuss update regarding public input on

Note:

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short-term rental policy options from Regional Planning Advisory Committee (RPAC) and Planning Commission meetings and discuss strategies to manage the expiration of the moratorium on short-term rentals.

Action: None.

Wendy Sugimura, Community Development Director:

- Presented item.
- Negative consensus discussion: Board agreed to not include the negative consensus will not be included in policies moving forward.

Break: 10:57 AM

Reconvened: 11:05 AM

Aaron Washco, Planning Analyst:

- Presented the second part of the presentation.

Stacey Simon, County Counsel:

- Clarification on the discussion on the difficult cases verses the vast majority of the cases do get resolved quickly with compliance by the property owners.

Board Deliberation:

Supervisor Gardner:

- Does not support a cap on STR.
- Supports #2.

Supervisor Duggan:

- Does not support a cap on STR.
- Supports #2.
- Activity permit: does not support.

Supervisor Kreitz:

- Supports #2.

Chair Peters:

- Does not support a cap on STR.
- Supports #2.

Supervisor Salcido:

- Does not support a cap on STR.
- Supports #2.
- Activity permit: does not support.

Moved to Item #8a.

D. Ordinance Amending Section 2.04.030 of the Mono County Code - Board of Supervisors Compensation

Departments: County Administrative Office

(Sandra Moberly, County Administrative Officer) - Proposed ordinance amending section 2.04.030 of the Mono County Code to set and maintain

Note:

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salaries for members of the Board of Supervisors at 26.5% (for Supervisors) and 28.5% (for the Chair) of the salaries of State Court Judges.

Action: Introduced, read title, and waived further reading of proposed ordinance. Directed staff to agendize the ordinance for adoption at the next regular meeting of the Board.

Kreitz moved; Salcido seconded

Vote: 5 Yes, 0 No

M24-062

Sandra Moberly, County Administrative Officer:

- Introduced item and clarified that the redline versions have been uploaded to the website and distributed to the Board.

Mary Snyder, Special Projects:

- Presented item.

Stacey Simon, County Counsel:

- Clarification that the Ordinance will go into effect in 60 days of adoption on April 9.

Supervisor Gardner:

- Supports but will be waiving his increased salary.

Janet Dutcher, Finance Director:

- Included the notification from the State Controller's Office.

E. Revised Management Salary Matrix, Compensation Policy, and Benefits Policy

Departments: County Administrative Officer

(Mary Snyder, Special Projects) - Proposed resolutions: (1) Adopting a revised Policy Regarding Compensation of At-Will and Elected Management-Level Officers and Employees; (2) Adopting a revised Policy Regarding Benefits of At-Will Management Level Officers and Employees; and (3) Adopting a Salary Matrix and Position Allocation Schedule Applicable to At-Will Employees and Elected Department Heads.

Action: Adopted Resolutions R24-031 1) Adopting a revised Policy Regarding Compensation of At-Will and Elected Management-Level Officers and Employees; (2) R24-032, Adopting a revised Policy Regarding Benefits of At-Will Management Level Officers and Employees; and (3) R24-033; Adopting a Salary Matrix and Position Allocation Schedule Applicable to At-Will Employees and Elected Department Heads, as amended.

Duggan moved; Gardner seconded

Vote: 5 Yes, 0 No

R24-031, R24-032, R24-033

Mary Snyder, Special Projects:

- Presented item.

Note:

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- *Amendment: Y rated – will need to be modified (2nd resolution) for performance pay plan*

Stacey Simon, County Counsel:

- Clarifies that the motion should include the Y rated amendment if that is the desire of the individual.

Moved to Board Reports.

8. CLOSED SESSION

Item #8a.

Closed Session: 11:14 AM

Reconvened: 11:37 AM

Moved back to Item #7e.

Closed Session: 12:08 PM

Reconvened: 12:55 PM

No Report out of Closed Session.

Moved to Adjournment.

A. Closed Session - Labor Negotiations

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Sandra Moberly, Mary Booher, Stacey Simon, Janet Dutcher, and Christine Bouchard. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Correctional Deputy Sheriffs' Association. Unrepresented employees: All.

B. Closed Session - Exposure to Litigation

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

C. Closed Session - Anticipated Litigation

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: 1. Facts and

Note:

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circumstances: Race Telecommunications' Claim for Refund of unitary tax for 2019-2020 tax year on basis that State law regarding the method of calculating the tax is unconstitutional. Litigation on this question is pending or threatened in other jurisdictions.

D. Closed Session - Existing Litigation

Closed Session – Existing Litigation - CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Mono v. KR Property et al. Mono County Superior Court Case number: CV200081

E. Closed Session - Public Employee Evaluation

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

9. BOARD MEMBER REPORTS

Supervisor Duggan:

- 3/20/24 - I attended the Tri-Valley Groundwater Management District Meeting. Agenized items for discussion were the filling of the board vacancy and applicant eligibility, along with developing of an operational budget. Future meetings will include updates from consultants developing a Groundwater model for the area.
- 3/21/24 - I met with Phill Kiddoo of the Great Basin Unified Air Pollution Control District to discuss upcoming agenda items and strategies for meeting with LADWP.
- I attended the LVRPAC meeting where Community Development presented the County STR Study. Thanks to Wendy and Aaron for their time and commitment in presenting the information to the community.
- 3/22/24 - I participated in the Institute for Local Government quarterly board meeting. Staff presented favorable results from the recent audit and is exploring federal grants for increased apprenticeship opportunities.
- 3/26/24 CSA1 Meeting - I participated in the meeting that featured the Public Works staff meeting with the Advisory Board regarding projects and needs for the county properties within the district.
- 3/28/24 - I attended the CSAC Wildfire Insurance Review at the Little Hoover Commission. After more than four hours of testimony and presentations from various interests, it's clear that there are no quick, easy, or affordable solutions. Members of the RCRC Insurance ad hoc committee testified about the importance of homeowners receiving credit for the improvements made to their properties to decrease their possible liability. The insurance dilemma is not isolated to California, it is a nationwide problem.

Supervisor Gardner:

- No report.

Supervisor Kreitz:

- March 26th, I attended the Mono County 457 and 401 A webinar.
- On this day I also met with Sierra Business Council Director, Steve Frisch, about the California Jobs First regional project.
- March 27th, I participated in the Eastern Sierra Community Housing board meeting.

Note:

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

The Board presented outgoing 20 plus year MLH Board Chair Kirk Stapp with recognition of appreciation for his years of service. Staff from State Senator Alvarado Gil was present also presented Kirk with a proclamation of appreciation from the Senator. The Board appointed me to the Diversity, Equity, and Inclusion Ad Hoc Committee. The Board created the Partnership Discovery in Unincorporated Mono County Ad Hoc Committee that will be working on affordable housing in the unincorporated communities in Mono County. At this time Board Member Amanda Rice, Board President Tom Hodges and I will serve as representatives from the Board. Community members Jake Suppa, Elin Jung, and Paul McFarland were appointed by the board to the committee. I've suggested that Mono County's Tyrone Grandstrand also join the committee. The Board adopted a resolution authorizing the application to the State Housing and Community Development Department's Portfolio Reinvestment Program for up to \$6M for Valley Apartments in Bishop. We received updates on the Innsbruck Lodge and Access Apartments developments. The ESCH Board will be meeting tomorrow with the Mammoth Lakes Town Council during their regular meeting.

Chair Peters:

- Attended the Bridgeport 4th of July Donation Dinner, thanked the vendors, and the community for a successful dinner.

Supervisor Salcido:

- March 21, Wildfire Resilience Action Finance Team (WRAFT)
- Update on Biomass Project which will be located at Ormat Geothermal Facility. Explanation of the multiple grants which have been received or applied for, partners involved, technology to be employed and end products. The circulating MOU, non-cost sharing, is currently being signed by partners as approved by governing bodies. Partner updates and legislative actions to support forest resilience were discussed.
- March 22 to the present – multiple calls with Steve Frisch, SBC, regarding the progression of CA Jobs 1st project and the local planning process including the strategic meeting in Truckee on April 26/27.

ADJOURNED AT 12:52 PM.

ATTEST

**JOHN PETERS
CHAIR OF THE BOARD**

Note:

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

**DANIELLE PATRICK
SENIOR DEPUTY CLERK OF THE BOARD**

Note:

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



**DRAFT MEETING MINUTES
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: Board Chambers, 2nd Fl., County Courthouse, 278 Main St., Bridgeport, CA 93517

**Regular Meeting
April 9, 2024**

Backup Recording

Minute Orders

Resolutions-

Ordinance

Zoom

M24-063 – M24-068

R24-034- R24-035

ORD24-005 Used

TRIBAL LAND ACKNOWLEDGEMENT

Chair Peters:

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

9:00 AM Meeting called to order by Chair Peters.

Supervisors Present: Duggan, Gardner, Kreitz, Salcido, and Peters. (All members were present in-person or participated via teleconference in compliance with rules established by the Ralph M. Brown Act).

Supervisors Absent: None.

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

Pledge of Allegiance led by Sergeant Powers.

Note:

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

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Bartshe Miller:

- Discussion on Mono Lake water levels.
- Submitted a handout for the Board that has been posted to the County meeting webpage.

2. RECOGNITIONS

A. Proclamation of Appreciation for Doug Power

Departments: Board of Supervisors, Community Development

(Chair Peters) - Proposed proclamation recognizing Doug Power of the Marine Corps Mountain Warfare Training Center for his many years of service to the citizens and communities of Mono County.

Action: Adopted proclamation wishing Doug a happy retirement!

Gardner moved; Salcido seconded

Vote: 5 Yes, 0 No

M24-063

Chair Peters:

- Presented item.

B. Proclamation Designating the Month of April 2024 as National County Government Month

Departments: Clerk of the Board

(Sandra Moberly, County Administrative Officer) - Proclamation Designating April 2024 as National County Government Month.

Action: Adopted proclamation designating April 2024 as National County Government Month.

Salcido moved; Gardner seconded

Vote: 5 Yes, 0 No

M24-064

Chair Peters:

- Presented item.

3. COUNTY ADMINISTRATIVE OFFICER

Christine Bouchard, Assistant County Administrative Officer:

- No report.

Note:

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

4. DEPARTMENT/COMMISSION REPORTS

Kathy Peterson, Health and Human Services:

- Introduced new employees:
 1. Danyell Lebrun, HHS Public Health, RN
 2. Jordyn Pinochi, Community Health Outreach Specialist

Break: 10:34 AM

Reconvened: 10:40 AM

Moved to Item #7b.

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. Ordinance Amending Chapter 2.04 of the Mono County Code - Board of Supervisors

Departments: County Administrative Office

Proposed ordinance amending section 2.04.030 of the Mono County Code to set and maintain salaries for members of the Board of Supervisors at 26.5% (for Supervisors) and 28.5% (for the Chair) of the salaries of State Court Judges.

Action: Adopted Ordinance ORD24-005, Amending section 2.04.030 of the Mono County Code to set salaries for members of the Board of Supervisors as a percentage of the salaries of State Court Judges.

Fiscal Impact: Approval of the salary adjustment ordinance for the Board will increase Board compensation from \$4,792 to \$5,266 per month for regular Board members (an increase of \$474) and from \$5,200 to \$5,664 per month (an increase of \$464) for the Chair position. The projected annual fiscal impact for a full fiscal year is estimated to be \$31,239. Board salary and benefit costs will change in future fiscal years as superior court judge salaries change.

Salcido moved; Kreitz seconded

Vote: 5 Yes, 0 No

ORD24-005

B. Race Communications Request for Refund of Taxes Paid

Departments: County Counsel

Race Communications has filed a claim requesting a refund of property taxes paid for 2019-2020 tax year in the amount of \$10,764.22.

Action: Denied claim for refund for the reasons set forth in the staff report.

Salcido moved; Kreitz seconded

Note:

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

Vote: 5 Yes, 0 No
M24-065

C. Claim for Damages - Leonel Acero

Departments: Risk Management

Claim for Damages filed by B and D Law Group on behalf of Leonel Acero, related to personal injury during a vehicle collision involving a county vehicle.

Action: Denied the claim submitted by B and D Law Group on behalf of Leonel Acero, direct the Risk Manager, in consultation with County Counsel, to send the notice to the claimant of the denial.

Salcido moved; Kreitz seconded

Vote: 5 Yes, 0 No

M24-066

D. Reappointment to First 5 Mono County Children and Families Commission

Departments: First 5 Mono

On behalf of the Mono County Children and Families Commission, I respectfully request the Board of Supervisors to reappoint Janice Mendez to the First 5 Mono County Children and Families Commission.

Action: Reappointed Janice Mendez to the Mono County Children and Families Commission to serve a five-year term expiring March 15th, 2029.

Salcido moved; Kreitz seconded

Vote: 5 Yes, 0 No

M24-067

6. CORRESPONDENCE RECEIVED

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

A. Educational Revenue Augmentation Fund (ERAF) Letter

Letter to Honorable Sharon Quirk-Silva Chair, Assembly Budget Subcommittee No. 5 regarding the Item 9210: VLF Backfill Request Appropriation for Insufficient ERAF Amounts in Mono County. The letter was drafted and sent pursuant to the Board's adopted legislative platform and is provided here to the full Board in accordance with Resolution R21-17.

Note:

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

B. Homeless Housing, Assistance and Prevention Program Funding (HHAP) Letter

Letter regarding the Homeless Housing, Assistance and Prevention Program Funding sent to the Honorable Sharon Quirk-Silva and the Honorable Stephen Padilla. The letter was sent pursuant to the Board's adopted legislative Platform and is provided to the Board in accordance with Resolution R21-17.

Supervisor Kreitz:

- Thanked Tyrone Grandstrand for his work on this letter.

7. REGULAR AGENDA - MORNING

A. Main Lodge Update

Departments: Clerk of the Board

(Town of Mammoth Lakes, United States Forest Service, Project Team) - The Town of Mammoth Lakes (Town) and United States Forest Service (USFS) are jointly reviewing the Mammoth Main Base Redevelopment Project (Evolving Main). The project is a comprehensive redevelopment of the Mammoth Mountain Ski Area (MMSA) Main Lodge area, including improvements on publicly owned (USFS) land and privately owned land. An informational handout on the privately owned portion of the proposed project is attached.

Action: None, informational only.

Kim Cooke, Town of Mammoth Lakes Senior Planner:

- Introduced item and staff.

Jen Murillo, Town of Mammoth Lakes Contract Planner:

- Presented item.

Ron Cohen, Mammoth Mountain Ski Area:

- Discussion on the land exchange and the project.

Tom Hodges, Mammoth Mountain Ski Area:

- Discussion on Workforce Housing update.

Supervisor Kreitz:

- Requested an employee survey for employee housing preference to live up at the mountain.

Moved back to Department Head Report.

B. County Fees Workshop

Departments: Finance

(Janet Dutcher, Director of Finance) - Review proposed changes to County

Note:

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Fees for Fiscal Year (FY) 2024-25.

Action: None, informational only.

Janet Dutcher, Director of Finance:

- Introduced item.

Gerald Frank, Tax Collector:

- Presented item.

C. Comment Letter on the Proposed Listing of the Greater Sage Grouse Under the California Endangered Species Act

Departments: Community Development

(Wendy Sugimura, Community Development Director) - Consider proposed comment letter to the California Department of Fish and Wildlife on the proposed listing of the Greater Sage-Grouse under the California Endangered Species Act.

Action: Modified the letter as desired, authorized the Chair to sign, direct staff to submit the comment letter by the April 12 deadline, as amended.

Duggan moved; Salcido seconded

Vote: 5 Yes, 0 No

M24-068

Wendy Sugimura, Community Development Director:

- Presented item.
- Requested that the Board include the ability to modify the letter in the motion.

D. Employment Agreement - Assistant Public Works Director

Departments: Public Works

(Paul Roten, Public Works Director) - Proposed resolution to approve the Agreement Regarding Terms and Conditions of Employment of Karyn Spears as Assistant Public Works Director for Mono County, prescribing the compensation, appointment, and conditions of said employment.

Action: Announced Fiscal Impact. Approved Resolution R24-0034, Agreement Regarding Terms and Conditions of Employment of Karyn Spears as Assistant Public Works Director for Mono County, prescribing the compensation, appointment, and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: The estimated cost of this position for the remainder of this fiscal year is \$38,942, of which \$30,268 is salary and \$8,674 is benefits. The annual cost will be \$184,596, of which \$143,478 is salary and \$41,118 is benefits. The fiscal impact of this item is included in the Public Works FY 2023-24 adopted budgets.

Note:

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Salcido moved; Duggan seconded

Vote: 5 Yes, 0 No

R24-034

Paul Roten, Public Works Director:

- Presented item.

E. Appointment of Christopher L. Beck as County Counsel and Approval of Terms and Conditions of Employment

Departments: Human Resources

(Christine Bouchard, Assistant County Administrative Officer) - Appointment of Christopher L. Beck as Mono County Counsel following the planned retirement of County Counsel Stacey Simon on May 10, 2024, and adoption of proposed resolution approving an agreement setting forth the terms and conditions of said employment.

Action: Announce Fiscal Impact. Approve resolution appointing Christopher L. Beck as the County Counsel for Mono County, effective May 11, 2024, and approving a contract with Mr. Beck prescribing the terms and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: The estimated cost of this position for the remainder of the fiscal year is \$36,678, of which \$27,655 is salary and \$9,023 is benefits. The total cost of salary and benefits for an entire fiscal year is approximately \$267,750, of which \$201,885 is salary and \$65,865 is benefits. This is included in the Department's FY 2023-24 adopted budget.

Kreitz moved; Gardner seconded

Vote: 5 Yes, 0 No

R24-035

Stacey Simon, County Counsel:

- Presented item.

Moved to Board Reports.

8. CLOSED SESSION

Closed Session: 11:57 AM

Reconvened: 12:25 PM

No Report out of Closed Session.

Moved to Adjournment.

A. Closed Session - Labor Negotiations

Note:

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

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Sandra Moberly, Mary Booher, Stacey Simon, Janet Dutcher, and Christine Bouchard. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Correctional Deputy Sheriffs' Association. Unrepresented employees: All.

B. Closed Session - Exposure to Litigation

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

9. BOARD MEMBER REPORTS

Supervisor Duggan:

- 4/3/24 - I participated in a special meeting of the RCRC's Environmental Services Joint Powers Authority Board regarding the implementation of SB54, otherwise known as the Package Pollution Prevention and Packaging Producer Responsibility Act. I am working with Public Works and RCRC Legislative Review staff on the process to request a small county exemption due to the many operational constraints of the bill.
- 4/7/24 - I attended the Inyo/Mono/Alpine Cattlemen's Association Dinner and Fundraiser in Bishop along with Supervisor Gardner. The event was well attended and supported local ranching efforts in the three counties. The organization focuses on supporting local 4H programs in schools and raising awareness of the role that responsible grazing plays in wildfire efforts and natural methane control.
- 4/8/24 - I participated in the LTC meeting along with Commission Chair Kreitz that included a public hearing on Unmet Transit Needs. Included in the discussion was input from the Social Services Transportation Advisory Council, with questions and possible solutions to meet their concerns. Many of the Caltrans District 9 staff were in attendance, including Director Ryan Dermody. He and other staff reported on projects that affect us here in the Eastern Sierra, in particular the 7 new radar signs throughout Mono County, the status of many roads and passes they are working on for opening as soon as this week. Please check the Caltrans website for the current and accurate status. The Commission requested a report on an upcoming agenda from Yosemite National Park on their operational plans and HWY 120 road projects. Note that Mono County residents will still be allowed to pass through on the Tioga Pass Road without a reservation but should expect traffic delays at peak hours.

Supervisor Gardner:

- On Wednesday, April 3 I attended the monthly meeting of the June lake Citizens Advisory Council. Topics at that meeting included a presentation from Whitebark Institute about their ongoing fuels treatment and other projects, and an update from our County Recreation Coordinator Marcella Rose about various recreation-related projects.
- On Sunday April 7 I participated with Supervisor Duggan in the annual Cattlemen's Dinner in Bishop. This was a good opportunity to talk with several ranchers and learn more about the role cattle grazing plays in the Eastern Sierra.

Note:

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- Yesterday I participated in the monthly meeting of the Eastern Sierra Sustainable Recreation Partnership. Topics at the meeting beyond the updates from each of the partners, included discussion regarding concerns about the California State Jobs First Economic Development Program. An important strategic planning workshop for this program run by the Sierra Business Council will be held April 25 and 26. Eastern Sierra stakeholders are encouraged to attend this workshop.

Supervisor Kreitz:

- Tuesday, April 2, I participated in an Eastern Sierra Continuum of Care HHAP subcommittee meeting. After that meeting I participated in the California Coalition for Rural Housing (CCRH) legislative committee meeting.
- Wednesday, April 3, I participated in a joint meeting between the Mammoth Lakes Town Council and the Eastern Sierra Community Housing Board. We received updates on both Town housing programs and projects and ESCH projects and programs. The Town is using their PLHA funds to assist households earning up to 120% of the area median income with down payment assistance. The Town is also working with a developer to build a 4-unit ownership condo project that is scheduled to be completed this winter. The Town is considering when to place a 2% increase in their TOT for housing on an upcoming ballot for the public to vote.
- Monday, April 8, I participated in the Mono County Local Transportation Commission meeting. I also participated in the regular Eastern Sierra Continuum of Care board meeting. Later, I met with Ana Budnyk and Deston Dishion from the City of Bishop. I attended the Mammoth Lakes Chamber of Commerce Women in Business event at the Mammoth Hospital housing complex.

Chair Peters:

- No report.

Supervisor Salcido:

- April 3, Mammoth Lakes Town Council. The first part of the meeting was a joint meeting between the board of Eastern Sierra Community Housing and the Town Council. Later in the evening was an appeal of the decision made by the Mammoth Lakes Planning Commission to approve an 80-foot cell tower to be placed on the grounds of the Mammoth Lakes Fire District, station 2. After hours of testimony by opponents and proponents of the projects, the Town Council upheld the decision of the Planning Commission.
- April 8, Behavioral Health Advisory Board. Discussed the results of the CPPP, community survey, completed recently.
- April 8, Eastern Sierra Sustainable Recreation Partnership. Partner updates with an emphasis on California Jobs First initiative progress and next steps. Sierra Business Council staff was also on hand to explain the process and outcomes expected.
- April 8, attended in Women in Business hosted by the Mammoth Lakes Chamber of Commerce.

Moved to Closed Session.

ADJOURNED AT 12:26 PM.

ATTEST

JOHN PETERS

Note:

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CHAIR OF THE BOARD

DANIELLE PATRICK
SENIOR DEPUTY CLERK OF THE BOARD

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



**DRAFT MEETING MINUTES
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
April 16, 2024**

Backup Recording

Minute Orders

**Resolutions-
Ordinance**

Zoom

M24-069 – M24-079

R24-036- R24-038

ORD24-005 Used

TRIBAL LAND ACKNOWLEDGEMENT

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

9:03 AM Meeting called to order by Chair Peters.

Pledge of Allegiance led by Supervisor Kreitz.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Andrew Fisher, Trindal Insurance:

- Recognition to Jay Sloane and Stacey Simon.

2. RECOGNITIONS

A. Retirement Recognition of California Highway Patrol Officer Christopher “Ryan” Dore

Departments: Clerk of the Board, Sponsored by Chair Peters

Note:

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

(Lieutenant Mike Ritter, California Highway Patrol) - Proposed proclamation of the Mono County Board of Supervisors recognizing California Highway Patrol Officer Christopher "Ryan" Dore on his distinguished 23-year career and upcoming retirement on May 20, 2024.

Action: Adopted proclamation of the Mono County Board of Supervisors recognizing California Highway Patrol Officer Christopher "Ryan" Dore on his distinguished 23-year career and upcoming retirement on May 20, 2024.

Salcido moved; Gardner seconded

Vote: 5 Yes, 0 No

M24-069

Lieutenant Mike Ritter, California Highway Patrol:

- Introduced item.

Chair Peters:

- Read proclamation.

B. Retirement Recognition of Stacey Simon for Her 25 Years of Service with Mono County

Departments: County Counsel

(Christopher Beck, Assistant County Counsel) - Proposed proclamation of the Mono County Board of Supervisors recognizing Stacey Simon for her 25 years of service to Mono County and the County Counsel Department.

Action: Adopted proclamation of the Mono County Board of Supervisors recognizing Stacey Simon for her 25 years of service to Mono County and the County Counsel Department.

Duggan moved; Kreitz seconded

Vote: 5 Yes, 0 No

M24-070

Christopher Beck, Assistant County Counsel and County Counsel staff:

- Presented item.

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

Note:

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

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

A. Board Minutes

Departments: Clerk of the Board

Approval of Board minutes from the 2024, March regular meetings.

Action: Approved the Board minutes from the March 5, 2024, regular meeting.
Approved the Board minutes from the March 12, 2024, regular meeting.
Approved the Board minutes from the March 19, 2024, regular meeting.

Kreitz moved; Gardner seconded

Vote: 5 Yes, 0 No

M24-071

B. County Maintained Mileage for Fiscal Year 2024-25

Departments: Public Works - Road Department

Proposed resolution is for County Maintained Mileage for FY 2024-25.

Action: Approved Resolution R24-036, Specifying additions and/or exclusions to the maintained mileage within the county road system and establishing maintained mileage for fiscal year 2024-25.

Kreitz moved; Gardner seconded

Vote: 5 Yes, 0 No

R24-036

C. Grant Funding for County Electric Vehicle (EV) Chargers

Departments: Public Works

This item is to authorize the Public Works Department to Pursue Grant Funding for County Electric Vehicle (EV) Chargers to meet the goals of the Capital Improvement Plan.

Action: Authorized Public Works Director to prepare and submit grant applications to meet the goals of the Capital Improvement Plan for providing additional Electric Vehicle Charging Infrastructure throughout Mono County.

Kreitz moved; Gardner seconded

Vote: 5 Yes, 0 No

M24-072

D. Purchase of New Lube / Service Truck

Departments: Public Works

Note:

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

The purchase of this new Lube / Service Truck was authorized under the previous Minute Order of 23-241 for the amount of \$335,000. This item is to increase that amount to \$366,081 to cover all taxes and fees.

Action: Authorized Public Works Director to purchase the 2024 Freightliner 108 SD, as identified in Minute Order 23-241, on behalf of the County in an amount not to exceed \$366,081.

Kreitz moved; Gardner seconded

Vote: 5 Yes, 0 No

M24-073

E. Eastside Lane Rehabilitation Project Phase 2

Departments: Public Works

Authorization to Bid and Award the Eastside Lane Rehabilitation Project Phase 2; Federal Project No. RPL-5947(065)

Action: (1) Approved the attached bid package and authorize the Public Works Department to advertise the project for bids upon obtaining authorization to proceed (E-76) from the federal government. (2) Authorized the Public Works Director to execute the contract contained in the attached bid package with the lowest responsive and responsible bidder in an amount less than or equal to available project STIP funds. (3) Authorized the Public Works Director, in consultation with County Counsel, to administer that contract, including making minor amendments to said contract from time to time as the Public Works Director may deem necessary, and issue change orders to the contract in accordance with Public Contract Code §20142, provided such amendments and change orders do not substantially alter the scope of work, do not cause spending on the project to exceed the budgeted authority. (4) Authorized the Public Works Director to reject all bids if no bid received is within available STIP funds.

Kreitz moved; Gardner seconded

Vote: 5 Yes, 0 No

M24-074

F. Mono County Right Edgeline Striping Project

Departments: Public Works

Authorization to bid and award the Mono County Right Edgeline Striping Project and adoption of resolution approving Program Supplement Agreement No. 00000A488 with Caltrans for the provision of state aid for the Mono County Right Edgeline Striping Project.

Action: (1) Approved the attached bid package and authorized the Public Works Department to advertise. (2) Authorized the Public Works Director to execute the

Note:

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

contract contained in the attached bid package with the lowest responsive and responsible bidder in an amount less than or equal to available project funds. (3) Authorized the Public Works Director, in consultation with County Counsel, to administer that contract, including making minor amendments to said contract from time to time as the Public Works Director may deem necessary, and issue change orders to the contract in accordance with Public Contract Code §20142, provided such amendments and change orders do not substantially alter the scope of work, and do not cause spending on the project to exceed the budgeted authority. (4) Adopted Resolution R24-037, "Approving Program Supplement Agreement No 00000A488 Under Administering Agency – State Master Agreement No 09-5497S21 for the Mono County Right Edgeline Striping Project State Project No. HSIPSL 5947(070)".

Kreitz moved; Gardner seconded

Vote: 5 Yes, 0 No

M24-075, R24-037

G. Mono County Systemic Safety Curve Signage Project

Departments: Public Works

Authorization to Bid and Award the Mono County Systemic Safety Curve Signage Project; State Project No. HSIPSL-5947(069)

Action: (1) Approved the attached bid package and authorized the Public Works Department to advertise. (2) Authorized the Public Works Director to execute the contract contained in the attached bid package with the lowest responsive and responsible bidder in an amount less than or equal to available project funds. (3) Authorized the Public Works Director, in consultation with County Counsel, to administer that contract, including making minor amendments to said contract from time to time as the Public Works Director may deem necessary, and issue change orders to the contract in accordance with Public Contract Code §20142, provided such amendments and change orders do not substantially alter the scope of work, and do not cause spending on the project to exceed the budgeted authority.

Kreitz moved; Gardner seconded

Vote: 5 Yes, 0 No

M24-076

H. Fiscal Year 2022-2027 Mental Health Plan (MHP) Contract Amendment between Mono County Behavioral Health (MCBH) and the Department of Health Care Services (DHCS) for the provision of Mental Health Services

Departments: Behavioral Health

Proposed Amendment to Agreement between Mono County Behavioral Health (MCBH) and the Department of Health Care Services (DHCS) pertaining to

Note:

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

MCBH's provision of mental health services.

Action: (1) Approved and authorized Director of Behavioral Health to sign contract amendment with the Department of Health Care Services for the provision of mental health services for the period July 1, 2022, through June 30, 2027, and, (2) Delegated authority to Behavioral Health Director to approve future minor changes or revisions that do not substantively alter the agreement and are approved as to form by County Counsel.

Kreitz moved; Gardner seconded

Vote: 5 Yes, 0 No

M24-077

I. Letter to U.S. Fish and Wildlife Service Regarding Proposed Endangered Species Act Listing of the Bi-State Sage Grouse

Departments: Community Development

Proposed letter to the U.S. Fish and Wildlife Service regarding the proposed listing of the Bi-State Sage Grouse as Threatened under the Endangered Species Act, affirming the County's commitment to the implementation of the Bi-State Action Plan.

Action: Approved and authorized the Board Chair to sign.

Kreitz moved; Gardner seconded

Vote: 5 Yes, 0 No

M24-078

J. Processing of Short-Term and Transient Rental Permit Applications After Moratorium Expiration

Departments: Community Development

Proposed resolution providing direction to staff for processing short-term and transient rental permits while new regulations are under development. The resolution providing policy guidance as to interpretation of existing regulation is not a project under California Environmental Quality Act pursuant to (CEQA) Guidelines §15378(b)(5) and therefore is not subject to CEQA.

Action: Adopted Resolution R24-038, Providing policy guidance as to interpretation of existing regulation is not a project under California Environmental Quality Act pursuant to (CEQA) Guidelines §15378(b)(5) and therefore is not subject to CEQA.

Kreitz moved; Gardner seconded

Vote: 5 Yes, 0 No

R24-038

Note:

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

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. Board Ad Hoc Committee for Board Chambers Audio/Visual Improvements

Departments: Clerk of the Board

(Queenie Barnard, Clerk-Recorder-Registrar) - Establishment of a Board Ad Hoc Committee to provide direction on audio/visual improvements in the Bridgeport Board of Supervisors Chambers and Civic Center Mono Lake Room ("Board Chambers Ad Hoc Committee").

Action: Established Board Chambers Ad Hoc Committee and appointed Chair Peters and Supervisor Salcido of the Board of Supervisors to committee.

Kreitz moved; Gardner seconded

Vote: 5 Yes, 0 No

M24-079

Queenie Barnard, Clerk-Recorder-Registrar:

- Presented item.

Break: 10:03 AM

Reconvened: 10:08 AM

B. 2023 Building Division Report

Departments: Community Development - Building

(Tom Perry, Building Official) - Presentation on Building Division permits and activities in 2023.

Action: None.

Tom Perry, Building Official:

- Presented item.

Moved to Board Reports.

8. CLOSED SESSION

Closed Session: 10:40 AM

Reconvened: 11:07 PM

No Report out of Closed Session.

Moved to Adjournment.

Note:

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

A. Closed Session - Exposure to Litigation

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION.

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: one.

B. Closed Session - Existing Litigation

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph

(1) of subdivision (d) of Government Code section 54956.9. Name of case:

Southern California Edison Company v. California State Board of Equalization, et al. Case number: 30-2023-01328239-CU-MC-CXC

C. Closed Session - Existing Litigation

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION. Subdivision

(a) of Government Code section 54956.9. Name of case: Workers'

Compensation claim of Scott Minder.

D. Closed Session - Public Employee Evaluation

PUBLIC EMPLOYMENT. Government Code section 54957. Title: County

Counsel.

9. BOARD MEMBER REPORTS

Supervisor Duggan:

- 4/10/24 - I participated in the NACo Environment, Energy, and Land Use Policy Steering Committee meeting where the discussion focused on the federal legislation passed addressing the removal of PFAS chemicals in drinking water. Local water agencies and counties will have responsibilities for the clean-up and funding for this is still in discussion.
- 4/11 /24 - I participated in the CSAC Rural Action Caucus call that discussed the addition of Shasta County as they requested to move from the Suburban Caucus. A vote on the new districts within the Rural Action Caucus is scheduled at the CSAC Legislative Conference tomorrow.

Supervisor Gardner:

- Last Wednesday April 10 I participated in a call with Sen. Butler's Washington staff and others about the possibility of Sen. Butler sponsoring a Senate bill to recognize the Kutzadika Tribe in the Mono Basin. The staff person agreed to raise this proposal to the Senator for consideration this year.
- On Thursday the 11th and yesterday I participated with Supervisor Salcido in two meetings of the Eastern Sierra Transit Authority Board. We reviewed regular operations and financial reports, and approved a zero emissions plan, plus the service schedule for the next six months.
- Yesterday I also participated with Supervisor Salcido in the quarterly meeting of the Yosemite Area Regional Transportation System Board of Directors. We approved the budget for the next fiscal year, reviewed YARTS media advertising, and agreed to send

Note:

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

an invitation to the City of Fresno to join YARTS as soon as possible.

Supervisor Kreitz:

- No report.

Chair Peters:

- Attended the weekly post office meeting and visited the post office in person.
- 4/11: Attended the CSAC Rural Caucus meeting.
- 4/12: Attended the Public Lands Steering Committee meeting.

Supervisor Salcido:

- 4/11: Attended the ESTA met in Mammoth but did not have a quorum.
- 4/15: Attended the YARTS meeting.

ADJOURNED AT 11:08 AM.

ATTEST

**JOHN PETERS
CHAIR OF THE BOARD**

**DANIELLE PATRICK
SENIOR DEPUTY CLERK OF THE BOARD**



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

REGULAR AGENDA REQUEST

Print

MEETING DATE May 21, 2024

Departments: Elections

TIME REQUIRED

SUBJECT Consolidation of Elections - Municipal

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

The Mammoth Lakes Town Council has requested that the General Municipal Election be consolidated with the Statewide General Election, and that the Mono County Elections Division conduct the election and canvass the returns.

RECOMMENDED ACTION:

Consider and adopt a Resolution consolidating the General Municipal Election with the Statewide General Election on November 5, 2024, and directing the Mono County Elections Division to conduct the election and canvass the returns.

FISCAL IMPACT:

Costs associated with adding an extra item(s) to the already scheduled ballot. These costs are not known until after the election. In accordance with Elections Code Section 10002, the Town of Mammoth Lakes shall reimburse the County for these additional costs.

CONTACT NAME: Queenie Barnard

PHONE/EMAIL: 7609325534 / qbarnard@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
TOML Resolutions
County Resolution

History

Time	Who	Approval
5/16/2024 9:12 AM	County Counsel	Yes
5/16/2024 11:53 AM	Finance	Yes
5/16/2024 12:02 PM	County Administrative Office	Yes



**CLERK – RECORDER – REGISTRAR
CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF MONO**

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

ClerkRecorder@mono.ca.gov • Elections@mono.ca.gov • BOS@mono.ca.gov

May 21, 2024

To: Honorable Chair and Members of the Board of Supervisors

From: Queenie Barnard, Clerk-Recorder-Registrar

Re: Consolidation of Elections - Municipal

Discussion:

At the April 3, 2024 meeting of the Town Council of the Town of Mammoth Lakes, Resolution No. 24-13 was adopted calling for and giving notice of a General Municipal Election to be held on November 5, 2024, for the election of Municipal Officers.

At the same meeting, Resolution No. 24-14 was adopted requesting that the Mono County Board of Supervisors consent and agree to consolidate the General Municipal Election with the Statewide General Election to be held on the same date.

As part of these resolutions, the Town Council of the Town of Mammoth Lakes is requesting that the Mono County Elections Division be responsible for the conduct of the consolidated election.

Please contact me if you have any questions. Thank you.

Queenie Barnard
Clerk-Recorder-Registrar
760-932-5534
qbarnard@mono.ca.gov

Attachments:

1. Town Council of the Town of Mammoth Lakes Resolutions
2. Mono County Draft Resolution for Consolidation

RESOLUTION NO. 24-13

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MAMMOTH LAKES, STATE OF CALIFORNIA, CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION ON TUESDAY, NOVEMBER 5, 2024 FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES

WHEREAS, under the provisions of the laws relating to general law cities in the State of California a General Municipal Election shall be held on November 5, 2024 for the election of Municipal Officers.

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF MAMMOTH LAKES, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the requirements of the laws of the State of California relating to General Law Cities, there is called and ordered to be held in the Town of Mammoth Lakes, California, on Tuesday, November 5, 2024 a General Municipal Election for the purpose of electing two Members of the Town Council for the full term of four years.

SECTION 2. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 3. That the Town Clerk is authorized, instructed, and directed to coordinate with the County of Mono Registrar-Recorder/County Clerk to procure and furnish any and all official ballots, notices, printed matter, and all supplies, equipment, and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 4. That the polls shall be open at seven o'clock a.m. of the day of the election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls shall be closed, pursuant to

Elections Code 10242 except as provided in Section 14212 of the Elections Code of the State of California.

SECTION 5. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 6. That notice of the time and place of holding the election is given and the Town Clerk is authorized, instructed, and directed to give further or additional notice of the election, in time, form, and manner as required by law.

SECTION 7. That in the event of a tie vote (if any two or more persons receive an equal and the highest number of votes for an office) as certified by the Mono County Registrar-Recorder/County Clerk, the Town Council, in accordance with Election Code Section 15651(a), shall set a date and time and place and summon the candidates who have received the tie votes to appear and will determine the tie by lot or, in accordance with Election Code Section 15651(b), shall conduct a special runoff election to resolve the tie vote and such special runoff election is to be held on a Tuesday not less than 40 days nor more than 125 days after the administrative or judicial certification of the election which resulted in a tie vote.

SECTION 8. That the Town Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

SECTION 9. The Town Council authorizes the Town Clerk to administer said election and all reasonable and actual election expenses shall be paid by the Town upon presentation of a properly submitted bill.

PASSED, APPROVED, AND ADOPTED this 3rd day of April, 2024.


BILL SAUSER, Mayor

ATTEST:


JAMIE GRAY, Town Clerk

STATE OF CALIFORNIA)
COUNTY OF MONO) ss.
TOWN OF MAMMOTH LAKES)

I, JAMIE GRAY, Town Clerk of the Town of Mammoth Lakes, DO HEREBY CERTIFY under penalty of perjury that the foregoing is a true and correct copy of Resolution No. 24-13 adopted by the Town Council of the Town of Mammoth Lakes, California, at a meeting thereof held on the 3rd day of April 2024, by the following vote:

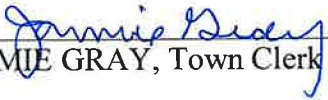
AYES: Councilmembers Rea, Rice, Wentworth, Mayor Pro Tem Bubser, and Mayor Sauser

NOES: None

ABSENT: None

ABSTAIN: None

DISQUALIFICATION: None



JAMIE GRAY, Town Clerk

RESOLUTION NO. 24-14

A RESOLUTION OF THE TOWN COUNCIL
OF THE TOWN OF MAMMOTH LAKES, STATE OF CALIFORNIA,
REQUESTING THAT THE BOARD OF SUPERVISORS OF THE COUNTY OF
MONO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON
NOVEMBER 5, 2024, WITH THE STATEWIDE GENERAL ELECTION TO BE
HELD ON THE DATE PURSUANT TO
SECTION 10403 OF THE ELECTIONS CODE

WHEREAS, the Town Council of the Town of Mammoth Lakes called a General Municipal Election to be held on November 5, 2024 for the purpose of the election of two Members of the Town Council; and

WHEREAS, it is desirable that the General Municipal Election be consolidated with the Statewide General Election to be held on the same date and that within the Town the precincts, polling places, and election officers of the two elections be the same, and that the County Election Department of the County of Mono canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election.

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF MAMMOTH LAKES, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the requirements of Section 10403 of the Elections Code, the Board of Supervisors of the County of Mono is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General Election on Tuesday, November 5, 2024, for the purpose of the election of two Members of the Town Council.

SECTION 2. That the County Election Department is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used. The election will be held and conducted in accordance with the provisions of law regulating the statewide election.

SECTION 3. That the Board of Supervisors is requested to issue instructions to the County Election Department to take any and all steps necessary for the holding of the consolidated election.

SECTION 4. That the Town of Mammoth Lakes recognizes additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs.

SECTION 5. That the Town Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the County Election Department of the County of Mono.

SECTION 6. That the Town Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED, AND ADOPTED this 3rd day of April, 2024.


BILL SAUSER, Mayor

ATTEST:


JAMIE GRAY, Town Clerk

STATE OF CALIFORNIA)
COUNTY OF MONO) ss.
TOWN OF MAMMOTH LAKES)

I, JAMIE GRAY, Town Clerk of the Town of Mammoth Lakes, DO HEREBY CERTIFY under penalty of perjury that the foregoing is a true and correct copy of Resolution No. 24-14 adopted by the Town Council of the Town of Mammoth Lakes, California, at a meeting thereof held on the 3rd day of April 2024, by the following vote:


AYES: Councilmembers Rea, Rice, Wentworth, Mayor Pro Tem Bubser, and Mayor Sauser

NOES: None

ABSENT: None

ABSTAIN: None

DISQUALIFICATION: None



JAMIE GRAY, Town Clerk



R24-__

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
CONSOLIDATING THE GENERAL MUNICIPAL ELECTION CALLED BY THE
TOWN COUNCIL OF THE TOWN OF MAMMOTH LAKES WITH
THE NOVEMBER 5, 2024, STATEWIDE GENERAL ELECTION**

WHEREAS, at the April 3, 2024 meeting of the Town Council of the Town of Mammoth Lakes, Resolution No. 24-13 was adopted calling for and giving notice of a General Municipal Election to be held on November 5, 2024, for the election of Municipal Officers; and

WHEREAS, at the April 3, 2024 meeting of the Town Council of the Town of Mammoth Lakes, Resolution No. 24-14 was adopted requesting that the Mono County Board of Supervisors consent and agree to consolidate the General Municipal Election with the Statewide General Election to be held on the same date; and

WHEREAS, it is desirable that the General Municipal Election be consolidated with the Statewide General Election to be held on the same date, and that within the Town, the precincts, polling places and election officers of the two elections be the same, and that the Mono County Elections Division canvass the returns of the General Municipal Election, and that the election be held in all respects as if there were only one election; and

WHEREAS, the Board of Supervisors is requested to consent and agree to the consolidation of the General Municipal Election with the Statewide General Election, and issue instructions to the Mono County Elections Division to take any and all steps necessary for the holding of the consolidated election;

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

SECTION 1: Pursuant to §10400, *et seq.*, of the California Elections Code, the Mono County Board of Supervisors consents and agrees to the consolidation of the General Municipal Election called within the Town of Mammoth Lakes on November 5, 2024, with the Statewide General Election to be held on Tuesday, November 5, 2024, for the purpose of the election of two members of the Town Council for the Town of Mammoth Lakes

SECTION 2: The Mono County Elections Division is instructed to take any and all steps necessary for the holding of the consolidated election. The election shall be held in all respects as if there were only one election. Only one form of ballot shall be used and shall be in form and content as required by law.

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SECTION 3: The Mono County Elections Division is authorized to canvass the returns of the General Election.

SECTION 4: Pursuant to California Elections Code §10002, the Town of Mammoth Lakes shall reimburse the County in full for the services performed upon presentation of a bill to the Town.

PASSED, APPROVED and ADOPTED this 21st day of May, 2024, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

John Peters, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE May 21, 2024

Departments: Clerk of the Assessment Appeals Board

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

SUBJECT Appointment to the Mono County
Assessment Appeals Board

AGENDA DESCRIPTION:

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

Appointment of one regular member to the Mono County Assessment Appeals Board (AAB).

RECOMMENDED ACTION:

Appoint Jarrett Patrick as a regular member of the Mono County Assessment Appeals Board, for a term which ends September 1, 2024.

FISCAL IMPACT:

No impact beyond previously budget expenses for Board member stipends.

CONTACT NAME: Danielle Patrick

PHONE/EMAIL: 7609325535 / despinosa@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Attachment 1 - Candidate Application
<input type="checkbox"/> Attachment 2 - RTC 1624
<input type="checkbox"/> Attachment 3 - Current AAB Roster

History

Time

5/16/2024 9:07 AM

Who

County Counsel

Approval

Yes

5/16/2024 11:52 AM

Finance

Yes

5/16/2024 12:06 PM

County Administrative Office

Yes



**CLERK – RECORDER – REGISTRAR
CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF MONO**

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

ClerkRecorder@mono.ca.gov • Elections@mono.ca.gov • BOS@mono.ca.gov

May 21, 2024

To: Honorable Chair and Members of the Board of Supervisors

From: Queenie Barnard, Clerk-Recorder-Registrar

Re: Appointment to the Mono County Assessment Appeals Board

Discussion:

The Mono County Assessment Appeals Board (AAB) is a quasi-judicial body consisting of impartial persons, who hear evidence from both parties before deciding upon the value of the property in question. The intent is to provide Taxpayers with a venue independent of the Assessor's Office to have their Assessment reviewed.

The AAB consists of three regular members and two alternate members. Generally, members serve a term of three (3) years; however, members appointed to vacancies will serve out the remainder of the vacant terms and may be reappointed.

Mono County currently has two (2) vacancies on the AAB – one for a regular member and one for an alternate member. The regular member seat has been vacant since February 2022 and is currently being filled by an alternate member. Recruiting a qualified person to fill this position has proven challenging. In addition to understanding California's system of property taxation, AAB members are expected to understand the County's real estate markets and general appraisal principles and approaches to value. There are typically 8-10 meetings per year.

The County recently received one application from Jarrett Patrick, and the AAB met on March 27, 2024 to review the submitted application and approved the recommendation to the Mono County Board of Supervisors to appoint Jarrett Patrick as a regular member of the Assessment Appeals Board, for a term which ends September 1, 2024. The candidate met the requirements of Revenue and Taxation Code section 1624 for appointment to a local assessment appeals board.

Please contact me if you have any questions. Thank you.

Queenie Barnard
Clerk-Recorder-Registrar
760-932-5534
qbarnard@mono.ca.gov

Attachments:

1. Candidate Application
2. Cal. Rev. and Tax Code §1624 – Eligibility for nomination for membership on an assessment appeals board
3. Current AAB Roster

**MONO COUNTY
APPLICATION FOR APPOINTMENT
TO BOARDS/COMMISSIONS/COMMITTEES**

DATE	2/13/24
NAME	JARRETT PATRICK
POSITION APPLIED FOR:	
Mono County Assessment Appeals	

RESIDENCE ADDRESS	[REDACTED] Coleville, CA 96107
PHONE	[REDACTED]
BUSINESS ADDRESS	
PHONE	
OCCUPATION	Real Estate Agent, Project Mgr

How did you learn of the opening? website

Please state briefly any experience of which you feel will be helpful when you serve in this appointment: California Real Estate License #02204153; 30 years real estate experience

Other information may be submitted by resume if desired.

Summary of background and skills: Attached
worked as a Real Estate Appraisal processor for 5 years in college.

Professional experience: 30 years real estate development
experience, 20 years professional project
management experience, implementing, cost,
managing complex projects for Fortune
500 companies

Education: GEORGIA STATE UNIVERSITY
Bachelor of Arts in Business Administration

Professional and/or community organizations: Project Management
Institute; PM I. ORG # 467953
exp 5/19/24

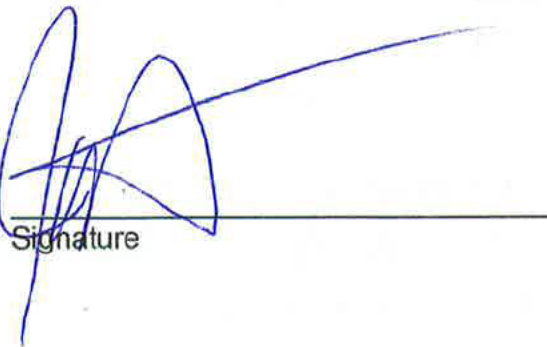
Personal interests and hobbies: real estate valuation,
sales, investing

Have you ever been convicted of a felony, which would disqualify you from appointment? If you are appointed and cannot be bonded as required, your appointment will be revoked. NO

If you desire a personal interview or wish to address the Board, you may contact the Board of Supervisor's Office directly at (760) 932-5530.

Please return application to:

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


Signature

2/13/24
Date

Jarrett Patrick, PMP

jarrett.patrick@gmail.com

HIGHLIGHTS OF QUALIFICATIONS

A seasoned **SDLC Consultant and Business Intelligence Project Manager** with over twenty (20) years of accounting, service management, contract billing, sales order entry and purchasing, manufacturing, and inventory information systems experience. Twenty (20) years of experience in large and small implementations dealing with JD Edwards Enterprise One applications. Combines technical knowledge with business process improvement to successfully develop and integrate technologies to support broad-ranging operations and organizational needs using software development life cycle.

Core competencies include:

- Project Management
- Software Development Life Cycle
- Business Intelligence Design
 - Documentation
 - 8.11,8.12, XE, 8.0, 9.0, 9.1, 9.2
- Systems Functionality & Implementation
- Process Efficiency Improvement
- Team Leadership
- Technical
 - JDE
- HPALM, Hyperion, Cognos, BI Publisher, Cube,

Scanman

EDUCATION & TRAINING

Project Management Professional, **PMI Certified**

Georgia State University - Bachelor of Business Administration

Professional Affiliations:

Project Management Institute – Active Member

EXPERIENCE

(October 2021 – Present)

Cardinal Glass: JD Edwards Business Analyst / Special Projects Manager

- Accounts Payable Voucher Automation Project Manager – deploying Scanman Integration tool to streamline efficiencies in voucher process to 43 Plants
- Implementation of Automatic Cash Receipts solution in conjunction with Wells Fargo
- JD Edwards first level Financial, Distribution and Laserfiche Support
- Financial Purge project of historical data
- 1099 Year End Support
- Tools Upgrade 9.2.5.4
- Project Manager for EDI 820 for Payables and 823 for Lockbox

(December 2018 – October 2021)

Pharmavite, LLC: Manager, Enterprise Solution Delivery

- Ensuring that the plan put together by the business areas and data migration stream leads, in conjunction with the systems integrator, is sound, complete, and feasible to deliver
- Ensuring that the connected project work plans, schedules, resource plans and status reports

- are prepared, executed, and monitored appropriately by all the solution team members
- On-going tracking and maintenance of plan progress in coordination with the System Integrator
- Supporting the Project Director in ensuring the project plan execution and milestones achievement, coordinating the Stream leads and the cross functional activities
- Where applicable, facilitating the resolution of solution design and integration issues
- Working actively with project stream leads to resolve issues causing delays in task completion
- Highlighting and working to resolve critical path issues that impact the achievement of key milestones
- Synchronizing the plan with changes and other updates from the System Integrator
- Working actively with the service and operations team to ensure mutual interdependencies are fulfilled and ensure the preparedness for the cutover to production.
- Key Initiatives include JDE Code Current and Retrofitting Project, AP Automation, and functional configuration of Mobile Purchase Order Approvals.
(May 2006 – December 2018)

Senior Project Manager and Functional Consultant Heights ERP, Inc.

Primarily focuses on JD Edward functional and technical software development lifecycle aspects including Job Cost, Service Management, Contract Billing, Procurement, Finance, Sales Order Entry, BI Publisher, EDI interfacing and report writing.

SDLC Implementations in various releases including World and Enterprise One XE to 9.2.

Clients Include:

(4/2018 – December 2018)

Cupertino Electric: Job Cost Implementation Lead

- **9.2 Upgrade Implementation Lead** which coordinates user test cases, create training materials, best practice solutioning, cost code/cost type setup. Implementation of Contract Billing, Service Management, Job Cost and Project Management modules. Configured JDE and trained user community to track the service history of all products sold or serviced, manage service agreements and warranties, manage work done in the field and track parts and labor used, manage service parts inventory, and automatically send renewal notices for expiring warranty contracts

(11/2017 – 3/2018)

Dollar Shave Club: JDE Project Manager

Procure to Pay Automation Managed functional and technical resources for automated routing of documentation and approvals from requisition entry to vendor payments. Conducted risk analysis, lead project sponsorship meetings, managed milestones and budgets for project duration.

(6/2017 – 10/2017)

Martin Brower: Finance and Distribution Consultant JDE 9.2

Finance modules specific to General Ledger, Accounts Payable, Accounts Receivable. Set up, tested, and trained Finance Department on EDI 810, 850 transaction set, configuring AAls, auto cash, and automatic bank reconciliations. Worked with developers on BI Publisher forms.

Procurement and Sales Order – Purchase and Sales Order Management, Distribution AAls, vendor order templates, and Purchase Order Approval routings, Work Order routings. Created functional specifications to Interface PO's and SO's to Armada interface for EDI processing. Developed pricing interface from POS system to Sale Order system.

(1/2016 – 6/2017)

PAR Pharmaceuticals: Manufacturing Trainer JDE 9.2 Upgrade

Manufacturing modules specific to EDI, Product Data Management, Product Costing, Bills of Material, CAM, SFC, Work Order Management, MRP & MPS, Business Intelligence Reporting
Procurement – Purchase Order Management, Sub-Contractor Management, Requisition Self Service, Supplier Self Service & Vendor Performance Procure to Pay – Vouchering, DMAAI, Integrity Reports, Vendor Master.

Created Training Materials utilizing UPK

(8/2015 – 1/4/2016)

Williams Furnace: 9.0 Advanced Pricing Consultant responsible for reengineering client Pricing structure for the Sales Order Module. Created Customer, Item, and Order Groups based on Best Practice preference hierarchy. Set up rebates and advanced payment terms with corresponding adjustment schedules. Created training materials via UPK. Trained Customer Service to enter Sales orders. Trained Controller on how to manage and maintain pricing on-going. SDLC management for technical development

(3/2015 – 8/2015)

BCBG Maxazria: 9.1 Finance and Distribution Lead Consultant responsible for leading technical team implementing baseline ESU, Reconfigured Purchase Order Approval Routings and Accounts Payable (P2P), CAM, EDI, Advanced Pricing, Sales Order Entry, Accounts Receivables (OTC), Implemented and trained staff on Automatic Bank Reconciliations, Managed user security, Project Lead on paying employee expenses from ADP. Introduced and trained user community on Best Practice JDE Solutions. SDLC management for technical development of BI reporting tools

(8/2014 – 3/2015)

Materia Inc: 9.1 Finance Lead Consultant responsible for project requirements gathering, configuration, testing, and training. Modules include GL, AP, AR, Fixed Assets, CAM, Job Cost, Expense Management, EDI, and Multi-Currency. Led Best Practice Process Re-engineering Project for Procure-to-Pay cycle

(7/2013 – 7/2014)

CR Bard: 9.1 Finance and Distribution Lead Consultant implementing GL, AP, Advanced Pricing, AR, Job Cost, Fixed Assets, CAM, Contract Billing and Purchasing. Gathering requirements, configuration, UPK scripting, HPQC testing, project creation, security definition.

(1/2013 – 7/2013)

K2M Complex Spine Innovations: UPK Project Manager/JDE Edwards 9.0 developer and Finance, Fixed Assets, CAM, Job Cost, Contract Billing, Service Management, Sales Order Entry and Advanced Pricing Consultant. Implemented Advance Pricing structures for rebates, commissions, and sales discounts for Customer Service. Implemented Cycle Count and Back Order process for manufacturing.

(8/2012 – 12/2013)

Teck Cominco: Remote UPK JDE Edwards XE to 9.1 developer focusing on Finance, Fixed Assets, Manufacturing, Job Cost, Service Contract Billing, Inventory, Purchasing, Sales Order Processing, Case Management and Human Resources. Processes include gathering requirements and working with end users to ensure training material is accurate and complete

(5/2012 - 8/2012)

UGL Unlimited. Implemented JD Edwards 9.1 Employee Self Service portal as well as provided financial support for North American, South American, and Australian operations. Configuration activities included setting up ESS for time entry for 1600 employees world wide, configuring Manager Self Service Workflow for the approval of employee time and labor, and working with CNC for portal set up. Implemented Concur Expense tracking system for salesmen T&E entries. Implemented Australian and Columbian localization requirements for reporting sales orders, AR and AP. Implemented BAI2 bank file format for automatic bank reconciliation purposes. Also set up UPK topics for the above activities.

(1/2012 – 5/2012)

Roussolot (formerly Eastman Kodak) Finance, Fixed Assets, CAM, Procurement, Sales Order Entry, and CRM on Version 9.0 Implementation. Set up and configured Advanced Pricing for item and basket level orders, promotional pricing and salesmen commissions. **Managed 3 Purchasing employees to ensure they met project requirements and daily operational workload.**

Client was on SAP and transitioned to JD Edwards as a Global Roll-Out. Maintained and implemented UPK for the following:

- Process review and design/blueprinting
- Applications setup and configuration
- Testing
- Training and change management
- Maintenance and support

(3/2011 - 4/2012)

American & Efid, Inc. Inventory, Procurement and Finance Implementation Lead on version 9.0 full life cycle implementation. Focusing on US and Canadian GAAP requirements for accounting and finance. Key modules included Inventory, General Ledger, Fixed Assets and Purchasing. **Managed and directed the 8 Finance staff members to make certain project requirements were complete.**

(7/2010 - 3/2011)

Interface Flor Project Manager responsible for upgrading U.S. and Canadian divisions to JDE version 9.0 from 8.11. Project Team consisted of 20 members in various locations. **Target upgrade was for 8 months, yet the successful upgrade went live in 6 months.** Functional teams included PDM, CRM, Sales Order Entry, Finance, and Procurement. Worked to establish corporate business processes and controls. Implemented an efficient change control process. **Project team consisted of 10 employees.**

Additionally, served as Finance and CRM Lead for AP, AR, Fixed Assets and G/L global rollout. Implemented multi-currency processes and setup for Canada and Mexico.

Also implemented Oracle CRM on Demand Mobile Sales Assistant to North American sales reps.

(7/2009 – 7/2010)

Royal Caribbean Cruise Lines Finance Implementation Lead on version 8.12 upgrade. Managed 3 finance consultants focusing on US and Canadian GAAP requirements for accounting and finance, including AR, AP, GL including multi-currency and localization for Spain, Canada, and Brazil), Fixed Assets, Expense Management and localization. Managed and configured 8.12 focusing on Best Practice requirements for the transportation industry. **Finance team consisted of 16 employees.**

(4/2009 – 7/2009)

Stoneridge, Inc. Project Manager on fixed assets implementation responsible for configuring JDEdwards 8.12 to properly setup, depreciate, dispose, and report fixed asset transactions integrated with the purchasing module. **Managed team consisting of 3 employees.**

Company designs and manufactures highly engineered electrical and electronic components, modules and systems principally for the automotive industry.

(7/2008 – 4/2009)

Lochinvar Corporation Served as the **Project Manager** in order to prevent scope creep, maintain project budget, manage and utilize accounting resources, provide status updates to senior management, and manage project timeframes. **Project team consisted of 6 employees.**

Trained Finance staff on effective and efficient use of JDEdwards XE enterprise system. Areas included General Ledger, Accounts Receivable, Accounts Payable, Sales Order Entry, Advanced Pricing and Subcontract Purchasing. Implemented fixed assets module for the organization. Served as the **Project Manager** in order to prevent scope creep, maintain project budget, manage and utilize accounting resources, provide status updates to senior management, and manage project timeframes. **Project team consisted of 6 employees.**



State of California

REVENUE AND TAXATION CODE

Section 1624

1624. (a) A person is not eligible for nomination for membership on an assessment appeals board unless he or she meets one of the following criteria:

(1) Has a minimum of five years professional experience in this state as a certified public accountant or public accountant, a licensed real estate broker, an attorney, a property appraiser accredited by a nationally recognized professional organization, or a property appraiser certified by the Office of Real Estate Appraisers, or a property appraiser certified by the State Board of Equalization.

(2) Is a person who the nominating member of the board of supervisors has reason to believe is possessed of competent knowledge of property appraisal and taxation.

(b) Documentation of qualifying experience of appeals board members shall be filed with the clerk of the board.

(c) This section shall apply only to an assessment appeals board in a county with a population of less than 200,000.

(d) County population estimates conducted by the Department of Finance pursuant to Section 13073.5 of the Government Code shall be used in determining the population of a county for purposes of this section.

(Amended by Stats. 2004, Ch. 407, Sec. 2. Effective January 1, 2005.)

ASSESSMENT APPEALS BOARD, MONO COUNTY

Ordinance 84-519

Three Year Terms

NAME	ADDRESS	DATE OF APPOINTMENT	TERM EXPIRES
Vacant	-	-	9/1/2024
Richard W. Liebersbach <i>(Regular Member)</i>	P. O. Box 3337 Mammoth Lakes, CA 93546 Office (760) 934-4558 liebersbach@mammothlaw.com	9/01/2005	9/3/2026
Paul Oster <i>(Chair)</i>	P. O. Box 2618 Mammoth Lakes, CA 93546 Office: (760) 934-3026 pauloster@earthlink.net	11/06/2015	9/1/2024
Jeff Mills <i>(Alternate Member)</i>	P.O. Box 743 Bridgeport, CA 93517 Office: (760) 932-5573 jlmills@mono.ca.gov	10/04/2016	9/1/2024
Vacant <i>(Alternate Member)</i>	-	-	9/3/2026

County Staff	
Emily Fox <i>Deputy Mono County Counsel County Counsel for Assessor</i>	Office: (760) 924-1712 efox@mono.ca.gov
Jeff Hughes <i>Deputy Mono County Counsel County Counsel for Board</i>	Office: (760) 924-1707 jhughes@mono.ca.gov
Queenie Barnard <i>Clerk-Recorder-Registrar Clerk of the Assessment Appeals Board</i>	Office: (760) 932-5534 qbarnard@mono.ca.gov



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

REGULAR AGENDA REQUEST

Print

MEETING DATE May 21, 2024

Departments: Health and Human Services

TIME REQUIRED

SUBJECT 2021-2026 System Improvement Plan for Mono County's Health Human Services Social Services Employment and Eligibility Division, CalWORKs program

PERSONS APPEARING BEFORE THE BOARD

AGENDA DESCRIPTION:

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

Pursuant to SB 89, Mono County Department of Health and Human Services, Social Services Employment and Eligibility Division has established a continuous quality improvement and review process for its CalWORKs program, in alignment with CalWORKs Outcomes and Accountability Review. The Department seeks approval of its 2021 - 2026 System Improvement Plan.

RECOMMENDED ACTION:

Approve the Eligibility Division's 2021 2026 System Improvement Plan, and authorize the Chair to sign on behalf of the Board of Supervisors.

FISCAL IMPACT:

None.

CONTACT NAME: Francie Avitia

PHONE/EMAIL: 760-924-1789 / favitia@mono.ca.gov

SEND COPIES TO:

Francie Avitia, Michelle Raust

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
2021-2026 System Improvement Plan, CalWORKs, Mono County

History

Time	Who	Approval
5/13/2024 10:37 AM	County Counsel	Yes
5/16/2024 1:32 PM	Finance	Yes
5/16/2024 2:17 PM	County Administrative Office	Yes



Health and Human Services Department

Public Health Division, PO Box 3329, Mammoth Lakes, CA 93546 | PO Box 476, Bridgeport, CA 93517
Social Services Division, PO Box 2969, Mammoth Lakes, CA 93546

MEMO

TO: Mono County Board of Supervisors

FROM: Francie Avitia, Eligibility Manager, Health and Human Services, Social Services Division

SUBJECT: Approve Mono County Department of Health and Human Services, Social Services Employment and Eligibility Division's 2021 2026 System Improvement Plan

DATE: May 21, 2024

BACKGROUND

Mono County Department of Health and Human Services, Social Services Employment and Eligibility Division has established a continuous quality improvement and review process for its CalWORKs program, in alignment with CalWORKs Outcomes and Accountability Review (Cal-OAR).

The purpose of Cal-OAR is to establish a local, data-driven program management system that facilitates continuous quality improvement of county CalWORKs programs by collecting and analyzing outcomes data and reviewing internal practices. Cal-OAR is designed to promote critical reflection of the CalWORKs program to better engage CalWORKs customers so that they are more likely to follow-through and gain benefit from the program.

One element of this process is the requirement that counties develop a plan for improving their CalWORKs program by selecting a set of measures for focused improvement and developing strategies to improve performance on the chosen measures. Mono County recently completed the first two phases of this process, first conducting a county self-assessment of local program operations and systemic factors and, secondly, hosting a peer county to review processes and policies.

Finally, the team developed a five-year SIP. The objective is to improve client engagement by improving internal systems such as: Increased client orientation attendance rates, and increased timeliness rates for the on-line CalWORKs appraisal tool (OCAT). Strategies include increasing equity

awareness, staff training, establishing incentives for customers, creating a CalWORKs handbook, and developing a written workflow process.

Mono County's Cal-SIP has been reviewed and approved by the California Department of Social Services' Family Engagement and Empowerment Division pending final approval from Mono County's Board of Supervisors. Once approved by the Board of Supervisors, the Cal-SIP will become the guiding document for ongoing CalWORKs improvement processes for the 2021-2026 timeframe.

CalWORKs County System Improvement Plan (Cal-SIP) Report

County: Mono

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Executive Summary

1. Please summarize the performance measures selected for improvement.

MCDSS has selected the Orientation Attendance Rate and the OCAT/Appraisal Completion Timeliness Rate performance measures for improvement. We are committed to improve the timeliness of our initial engagement with clients including orientation attendance and OCAT/Appraisal completion by implementing new strategies that will help staff engage clients earlier using a client focused practice. We are also committed to improving equity awareness by exploring methods to identify potential disparities.

2. Please provide a comprehensive list of improvement strategies identified within the Cal-SIP.

Goal 1: Increase Orientation Attendance Rate to 10% from 0%. Review using Exemplar and CalSAWS reports improving by 2.5% every 6 months within 2 years (for a total of a 10% improvement).

Strategy 1: Develop a written workflow process.

Action Steps:

- Facilitate workgroups with the Cal-OAR team.
- Schedule CalWORKs 2.0 training.

Strategy 2: Implement incentives usage.

Action Steps:

- Integrate incentives into written workflow process.
- Train line staff on the incentive process.

Strategy 3: Develop a process for Welfare to Work worker introduction after CalWORKs intake-Jumpstart Program

Action Steps:

- Review current intake packet.
- Create WTW welcome packet.
- Develop process for warm handoff from intake CW worker.
- Train staff on the Jumpstart Program.

Strategy 4: Develop a standard orientation.

Action Steps:

- Create video orientation.
- Train staff on the orientation process.

Strategy 5: Increase equity awareness in orientation delivery.

Action Steps:

- Attend CDSS REIB training sessions.
- Schedule meetings with the Department Equity Officer to explore methods to identify potential disparities.

Goal 2: Increase OCAT/Appraisal Completion Timeliness Rate to 10% from 0%. Review using Exemplar and CalSAWS reports improving by 2.5% every 6 months within 2 years (for a total of a 10% improvement).

Strategy 1: Implement incentives usage.

Action Steps:

- Integrate incentives in written workflow process.
- Train staff on incentive process.

Strategy 2: Offer remote/video options.

Action Steps:

- Hot spot purchases.
- Ensure all WTW staff have camera/zoom capabilities.
- Train staff on remote/video process.
- Submit electronic interview plan to CDSS.

Strategy 3: Create and print CalWORKs handbook.

Action Steps:

- Facilitate workgroups with the Cal-OAR team.
- Obtain samples from other counties.

Strategy 4: UC Davis training-WTW client engagement training.

Action Steps:

- Request and schedule training via training coordinator.
- Partner with other counties.

Strategy 5: Increase equity awareness in OCAT/Appraisal deliver.

Action Steps:

- Attend CDSS REIB training sessions.
- Schedule meetings with the Department Equity Officer to explore methods to identify potential disparities.

Introduction

The CalWORKs Outcomes and Accountability Review (Cal-OAR) is a local, data-driven program management system that facilitates continuous improvement of county CalWORKs programs by collecting, analyzing, and disseminating outcomes and best practices. As required by Welfare and Institutions Code (WIC) 11523, Cal-OAR consists of three core components: performance indicators, a county CalWORKs self-assessment (Cal-CSA), and a CalWORKs system improvement plan (Cal-SIP).

The Cal-OAR continuous quality improvement (Cal-CQI) process (which includes the Cal-CSA and Cal-SIP) takes place over five-year cycles. The first Cal-OAR cycle commenced on July 1, 2021, with the implementation of Cal-OAR. The Cal-SIP is the second component of the Cal-OAR CQI process. The Cal-SIP is based on the information gathered and reported from the Cal-CSA, wherein each CWD will develop a plan for improving their CalWORKs program. The Cal-SIP will select a measure or set of measures for focused improvements and development to improve the selected performance measures while pairing each Cal-SIP goal with an equity goal and/or strategy.

1. Describe your approach to the Cal-SIP Report.

Mono County Department of Health and Human Services, Social Services Employment and Eligibility Division, which will be referred to as MCDSS throughout this document, utilized data and information obtained during the Peer Review process, feedback from partners and collaborators, and findings from data analysis to draft the CalWORKs System Improvement Plan (Cal-SIP) report. MCDSS approached the Cal-SIP as an instrument to assist with the development of SMART goals that will improve the supports and tools available for MCDSS staff, focusing on improved outcomes in specific performance measures. The MCDSS Cal-OAR team continued to conduct bi-weekly workgroups to develop goals, strategies, and action steps to achieve our goals of improving our Orientation Attendance Rate and OCAT/Appraisal Completion Timeliness Rate in addition to Increasing Equity Awareness. MCDSS engaged with partners and collaborators intermittently to review goals, strategies, and action steps and obtain feedback and recommendations. MCDSS also maintained regular communication with our peer partner, Modoc County, to consult with them on our ideas and obtain feedback. The following tools were used in our approach to the Cal-SIP Report: prioritization chart, SMART goals, and root cause analysis.

2. Briefly describe past and current system improvement efforts.

MCDSS has attempted different department structure approaches to efficiently utilize staffing and resources and to enable specialized services and program supports. As the structure has changed, the department has engaged in cross-training efforts and identification of gaps in program procedures and processes. Most recently, the department implemented the use of Integrated Case Workers who specialize in

eligibility and employment programs. As the department transitioned from the use of specialized Employment Services Workers to Integrated Case Workers, much of the employment services program knowledge was lost through attrition. The department has been making efforts to bridge the program knowledge gap through training efforts and case management meetings. The implementation of the Cal-OAR project is MCDSS's first dedicated Continuous Quality Improvement (CQI) effort.

3. Briefly describe the success or failure of those efforts at improving service delivery or programmatic outcomes.

Efforts to bridge the program knowledge gap through training and case management meetings proved to increase staff understanding of program goals and services. Despite these efforts, MCDSS did not see much improvement in service delivery or program outcomes. Feedback from our partners and collaborators indicated that our staff needed written, standardized processes and procedures. Other indications were for additional training, standardized Welfare to Work Orientation, and a Participant Workbook.

4. An overview of the CWD's organizational vision and mission (optional).

The Mono County Health and Human Services Department (MCHHS) includes an Administration Division, Fiscal Division, Public Health Department and Social Services Department. The Administration Division includes the Director, Analysts, Emergency Preparedness and Sheltering, and Equity Officer. The Social Services Department (MCDSS) includes the Child Welfare, Adult Services, and Employment and Eligibility Divisions. The mission of the Department of Social Services is to help our community be safe, supported, and self-sufficient.

Section 1: Measures for Improvement and Strategies

Part 1: Measure and Goal Narrative

1. Describe the reason for selecting the measure or programmatic grouping of measures.

MCDSS selected the Orientation Attendance Rate and OCAT/Appraisal Completion Timeliness Rate because our data analysis showed improvements needed in these areas. Our analysis of performance measures and feedback from partners and collaborators determined the need to revamp program training, standardized guidance, and additional resources. Working toward program improvements by enhancing skillsets and developing improved tools and resources will provide a good base for future program improvements in other performance areas.

2. Do partners and collaborators agree this is a measure or programmatic grouping of measures that should be focused on at this time?

MCDSS partners and collaborators agree that these program measures should be our focus at this time. The consensus is focusing on these program measures will provide a solid foundation for improvements on our targeted areas and future program improvements.

3. Describe any anticipated interactions with other measures.

Focus on our targeted areas of improvement will likely lead to improved outcomes in ongoing engagement performance measures (e.g., Engagement Rate, Sanction Rate, and Sanction Resolution Rate). We anticipate improved program guidance, training, and resources will result in an overall program improvements in continuity of services and better utilization of program benefits.

4. Describe how the CWD will track performance measure improvement.

MCDSS will track performance measure improvement using Exemplar Reports and CalSAWS Reports. The employment services team will meet regularly to discuss progress and identify needs. The employment services team will also attend training, and develop resources and processes outlined in our goals and strategies.

Part 2: Goal-level Descriptions

Goal 1: Increase Orientation Attendance Rate to 10% from 0%. Review using Exemplar and CalSAWS reports improving by 2.5% every 6 months within 2 years (for a total of a 10.0% improvement).

Strategy 1: Develop a written workflow process.

Strategy 2: Implement incentives usage.

Strategy 3: Develop a process for Welfare to Work worker introduction after CalWORKs intake-Jumpstart Program.

Strategy 4: Develop a standard orientation.

Strategy 5: Increase equity awareness in Orientation delivery.

1. Explain the reasoning or methodology which was used to determine this goal.

MCDSS chose to focus on increasing the Orientation Attendance Rate based on review and analysis of Phase 1 Performance Measures and utilization of the Continuous Quality Improvement (CQI) tools from the Cal-SIP toolkit provided by CDSS.

During our Cal-OAR team workgroups, our partners and collaborators determined that focus on the Orientation Attendance Rate was most important. They agreed that the success of program participants depends on strong introduction, orientation, and support during initial engagement. The Root Cause Analysis tool was used to determine reasons for our low Orientation Attendance Rate. Once the team narrowed down the reasons, they were prioritized using the Prioritization Chart. During the workgroup, the team determined that clients were not engaged in Welfare to Work services due to inconsistencies in contact with their case workers and information provided to clients about the requirements and benefits of the program.

MCDSS chose to focus on Increasing Equity Awareness in Orientation delivery based on review and analysis of Phase 1 Performance Measures and utilization of the Continuous Quality Improvement (CQI) tools from the Cal-SIP toolkit provided by CDSS.

During our Cal-OAR team workgroups, our partners and collaborators determined that due to the lack of data for our small county, specific disparities could not be identified. In order to address potential unknown disparities, MCDSS is focusing on equity awareness with the intent of being able to identify areas of focus in the future.

2. What led the CWD to these improvement strategies?

Specific priorities identified during workgroups included the lack of written procedures, lack of standardized orientation process, and a need to incentivize attendance. Additionally, our peer partners suggested the implementation of a Jumpstart Program. They shared their experience and success of the Jumpstart Program in their county and shared resources and materials with the MCDSS team.

Mono County and MCDSS are dedicated to increasing equity awareness, identifying, and addressing disparities in our communities. The Cal-OAR team discussed ways the agency could increase equity awareness and identify disparities specific to CalWORKs and Welfare to Work programs. We prioritized action steps using the Prioritization Chart. During the workgroup, the team agreed to focus on attending CDSS REIB training sessions and to work closely with the Mono County Chief Equity Officer to explore ways to identify disparities in our communities.

3. Discuss any research or literature that supports the strategies chosen. Cite reference(s), if applicable.

Hahn, Heather, et al. "TANF Work Requirements and State Strategies to Fulfill Them." <https://www.acf.hhs.gov/opre/report/tanf-work-requirements-and-state-strategies-fulfill-them>, 2012, www.acf.hhs.gov/sites/default/files/documents/opre/work_requirements_0.pdf.

Describes the effectiveness of incentive usage and the importance of structured orientation. MCDSS found this resource helpful in determining whether to include incentive usage as a strategy to increase our Orientation Attendance Rate. We also utilized the resource in our discussions about the improvements that were needed to our current orientation process. We decided to focus on adding incentive usage and to develop action steps focused on building a structured, standardized orientation process.

Derr, M., Brown, E. (2015). Serving Temporary Assistance for Needy Families (TANF) Recipients in a Post-Recession Environment. OPRE Report #2015-06. Washington, DC: U.S. Department of Health and Human Services, Administration for Children and Families, Office of Planning, Research and Evaluation.

Explains the consequences of delays in initial engagement, the importance of continued assessment of services delivery, and the effectiveness of incentive usage. MCDSS used the findings in this report as we were exploring ways to improve the timeliness of initial engagement. We decided to make one of our strategies to build a Jumpstart program to our process to minimize the delay in initial engagement.

Vu, Catherine M., et al. "Strategies for Engaging Adults in Welfare-to-Work Activities." *Families in Society*, vol. 90, no. 4, Oct. 2009, pp. 359–66. <https://doi.org/10.1606/1044-3894.3929>.

Describes effective strategies for engagement focusing on agency centered and client centered approaches. MCDSS utilized this resource in our discussions regarding our initial engagement with clients and focusing on building rapport with our clients and having clients participate in case planning processes.

California Department of Social Services. "Report Regarding CalWORKs Modernization and the Racial Equity and Implicit Bias Statewide Initiative." CDSS REIB Initiative, 2022, www.cdss.ca.gov/Portals/9/REIB/Report-CalWORKs-Modernization-REIB-Statewide-Initiative.pdf.

Discusses the history of racism in program policy, improving client experience, and training needs for the administration of the CalWORKs and Welfare to Work Programs.

MCDSS utilized this document to review the focus of the statewide REIB initiative and to gain a better understanding so we could explore opportunities for improvement.

4. Describe the roles of each partner and collaborator in implementing the selected strategies.

MCDSS benefited from the information and resource sharing of our peer review partner. The materials and best practices they shared will be instrumental in the implementation of our Jumpstart Program. MCDSS also consulted with partners and collaborators in our department, including our staff and management as well as other partners and collaborators. Our Cal-OAR team was able to obtain additional suggestions, feedback, as well as other suggested tools and strategies from other county partners, UC Davis, and other county departments. Our team is developing a standardized orientation, written procedures, and incentive policies with the assistance of tools from our partners and collaborators including sample workflow processes, orientation videos, workbooks, and other resources. Primary MCDSS partners and collaborators in implementing increasing equity awareness are the Mono County Chief Equity Officer and the CDSS REIB Initiative. We plan to schedule meetings to consult with the Chief Equity Officer to obtain feedback, suggestions, and strategies for identifying potential disparities. As the Cal-OAR team gains a better understanding of potential disparities in Mono County communities, the team will seek additional partners and collaborators that can assist with strategies to improve program outcomes.

5. Identify any staff education and training needs, and include any technical assistance needed to implement strategy and achieve goal.

Staff training will be a crucial part of our strategies to achieve our goal. As the department develops written processes for workflow, incentives, Jumpstart, and orientation, staff will be trained on the new processes and any policy changes that occur. MCDSS recognizes that part of program improvement is to ensure staff are adequately equipped with the training, resources, and tools to do the job well and make measurable improvements.

Education is the primary strategy for achieving our strategy of Increasing Equity Awareness. MCDSS will utilize training opportunities already being scheduled through CDSS REIB initiative. We will also seek recommendations from the Chief Equity Officer of Mono County.

6. Describe how the CWD plans to mitigate and/or address both known internal and external barriers to achieve this goal.

Our primary internal barrier to achieving our goal of increasing the Orientation Attendance Rate is dedicated staffing to the Cal-OAR effort. We have solid strategies written into our plan, however implementing each of the strategies will be challenging and take additional time since we do not have staff solely assigned to working on those efforts. Our Cal-OAR lead is a Staff Services Analyst who, in addition to the Cal-OAR project, is assigned to CalSAWS projects, CWDA projects, Foster Care Eligibility, Ongoing and Induction Training Efforts, Welfare Fraud Coordinator, and Hearings

Officer. Our lead is also one of our Shelter Coordinators for Disaster Response and our Disaster CalFresh Coordinator. We are addressing these known barriers by prioritizing Cal-OAR efforts when possible and scheduling regular check-in meetings to ensure progress.

External barriers that impact our ability to achieve our equity awareness strategy are transportation limitations in our spread- out rural communities and lack of childcare options. We are mitigating these external barriers by providing services at our community centers or during home visits as well as offering remote and virtual options.

Our primary internal barrier to achieving our goal of Increasing Equity Awareness is high workload demands and limited staff time. We have solid strategies written in our plan, however scheduling the equity awareness training for our staff while allowing for time to meet the demands of their workload will be challenging. We will mitigate these barriers by strategizing protected time for employees and coaching days to assist with the workload demands.

External barriers that impact our ability to achieve our strategy are the lack of data that can help MCDSS identify potential disparities in our communities. As part of our education strategies, we will be exploring ways to identify and collect data that can be analyzed to determine disparities in our communities.

7. Describe how your facility will continuously evaluate each action step taken to see if improvement is being achieved. (e.g., tracking tools, meetings, monitoring, etc) Include who will be responsible for follow up and compliance.

MCDSS will review progress on each action step at check-in meetings with the Cal-OAR team to monitor and evaluate whether improvements are being achieved. The Cal-OAR team includes the Staff Services Analyst, Program Manager, Supervisor, and three Integrated Case Workers. During these meetings we will evaluate the use of new tools and resources and what impact they have on meeting our Orientation Attendance Rate. MCDSS will make adjustments and changes as necessary to improve as we learn from the results of our action steps.

Goal 2: Increase OCAT/Appraisal Completion Timeliness Rate to 10% from 0%. Review using Exemplar and CalSAWS reports improving by 2.5% every 6 months within 2 years (for a total of a 10% improvement).

Strategy 1: Implement incentives usage.

Strategy 2: Offer remote/video options.

Strategy 3: Create and print CalWORKs handbook.

Strategy 4: UC Davis training-WTW client engagement training.

Strategy 5: Increase equity awareness in OCAT/Appraisal delivery.

1. Explain the reasoning or methodology which was used to determine this goal.

MCDSS chose to focus on increasing the OCAT/Appraisal Timeliness Rate based on review and analysis of Phase 1 Performance Measures and utilization of the Continuous Quality Improvement (CQI) tools from the Cal-SIP toolkit provided by CDSS.

During our Cal-OAR team workgroups, our partners and collaborators determined that focus on the OCAT/Appraisal Timeliness Rate was of high importance. They agreed that the success of program participants depends on the opportunity of participants to build rapport with their case worker and complete an in-depth appraisal to help establish strengths-based client plans and increase awareness of barriers for which the county can provide support. The Root Cause Analysis tool was used to determine reasons for our low OCAT/Appraisal Timeliness Rate. Once the team narrowed down the reasons, they were prioritized using the Prioritization Chart. During the workgroup, the team determined that clients were not attending OCAT/Appraisal for similar reasons clients were not attending orientations such as inconsistencies in contact with their case workers and information provided to clients about the requirements and benefits of the program. In addition, clients encountered transportation barriers when appointments were scheduled at county offices.

MCDSS chose to focus on the strategy of Increasing Equity Awareness in OCAT/Appraisal delivery based on review and analysis of Phase 1 Performance Measures and utilization of the Continuous Quality Improvement (CQI) tools from the Cal-SIP toolkit provided by CDSS.

During our Cal-OAR team workgroups, our partners and collaborators determined that due to the lack of data for our small county, specific disparities could not be identified. In order to address potential unknown disparities, MCDSS is focusing on equity awareness with the intent of being able to identify areas of focus in the future.

2. What led the CWD to these improvement strategies?

Specific priorities identified during workgroups included the utilization of incentives, Remote/Video Appointment Options, Standardized CalWORKs Handbook for clients, and additional staff training. Additionally, our Integrated Case Workers suggested the

use of a workbook that could accompany the CalWORKs Handbook referencing examples they had obtained from other county partners.

Mono County and MCDSS are dedicated to increasing equity awareness, identifying, and addressing disparities in our communities. The Cal-OAR team discussed ways the agency could increase equity awareness and identify disparities specific to CalWORKs and Welfare to Work programs. We prioritized action steps using the Prioritization Chart. During the workgroup, the team agreed to focus on attending CDSS REIB training sessions and to work closely with the Mono County Chief Equity Officer to explore ways to identify disparities in our communities.

3. Discuss any research or literature that supports the strategies chosen. Cite reference(s), if applicable.

Hahn, Heather, et al. "TANF Work Requirements and State Strategies to Fulfill Them." <https://www.acf.hhs.gov/opre/report/tanf-work-requirements-and-state-strategies-fulfill-them>, 2012, www.acf.hhs.gov/sites/default/files/documents/opre/work_requirements_0.pdf.

Describes the effectiveness of incentive usage and the importance of structured orientation. MCDSS found this resource helpful in determining whether to include incentive usage as a strategy to increase our OCAT/Appraisal Completion Timeliness Rate. We also utilized the resource in our discussions about the improvements that were needed to our current workflow process. We decided to focus on adding incentive usage and to develop action steps focused on building a standard CalWORKs Handbook.

Derr, M., Brown, E. (2015). Serving Temporary Assistance for Needy Families (TANF) Recipients in a Post-Recession Environment. OPRE Report #2015-06. Washington, DC: U.S. Department of Health and Human Services, Administration for Children and Families, Office of Planning, Research and Evaluation.

Explains the consequences of delays in initial engagement, the importance of continued assessment of services delivery, and the effectiveness of incentive usage. MCDSS used the findings in this report as we were exploring ways to improve the timeliness of initial engagement. We decided to make one of our strategies to build a Jumpstart program to our process to minimize the delay in initial engagement including the OCAT/Appraisal process.

Vu, Catherine M., et al. "Strategies for Engaging Adults in Welfare-to-Work Activities." *Families in Society*, vol. 90, no. 4, Oct. 2009, pp. 359–66. <https://doi.org/10.1606/1044-3894.3929>.

Describes effective strategies for engagement focusing on agency centered and client centered approaches. Describes effective strategies for engagement focusing on agency centered and client centered approaches. MCDSS utilized this resource in our discussions regarding our initial engagement with clients and focusing on building rapport with our clients and having clients participate in case planning processes.

California Department of Social Services. "Report Regarding CalWORKs Modernization and the Racial Equity and Implicit Bias Statewide Initiative." CDSS REIB Initiative, 2022, www.cdss.ca.gov/Portals/9/REIB/Report-CalWORKs-Modernization-REIB-Statewide-Initiative.pdf.

Discusses the history of racism in program policy, improving client experience, and training needs for the administration of the CalWORKs and Welfare to Work Programs. MCDSS utilized this document to review the focus of the statewide REIB initiative and to gain a better understanding so we could explore opportunities for improvement.

4. Describe the roles of each partner and collaborator in implementing the selected strategies.

MCDSS benefited from the information and resource sharing of our peer review partner. The materials and best practices they shared will be instrumental in the implementation of our Jumpstart Program. MCDSS also consulted with partners and collaborators in our department, including our staff and management as well as other partners and collaborators. Our Cal-OAR team was able to obtain additional suggestions, feedback, as well as other suggested tools and strategies from other county partners, UC Davis, and other county departments. Our team is developing a standardized orientation, written procedures, and incentive policies with the assistance of tools from our partners and collaborators including sample workflow processes, orientation videos, workbooks, and other resources.

Primary MCDSS partners and collaborators in implementing the equity awareness strategies are the Mono County Chief Equity Officer and the CDSS REIB Initiative. We plan to schedule meetings to consult with the Chief Equity Officer to obtain feedback, suggestions, and strategies for identifying potential disparities. As the Cal-OAR teams gain a better understanding of potential disparities in Mono County communities, the team will seek additional partners and collaborators that can assist with strategies to improve program outcomes.

5. Identify any staff education and training needs, and include any technical assistance needed to implement strategy and achieve goal.

Staff training will be a crucial part of our strategies to achieve our goal. As the department develops written processes for incentives and remote/video appointments, and develops a CalWORKs Workbook, staff will be trained on the new processes and any policy changes that occur. MCDSS recognizes that part of program improvement is to ensure staff are adequately equipped with the training, resources, and tools to do the job well and make measurable improvements.

Education is the primary strategy for achieving our strategy of Increasing Equity Awareness. MCDSS will utilize training opportunities already being scheduled through CDSS REIB initiative. We will also seek recommendations from the Chief Equity Officer of Mono County.

6. Describe how the CWD plans to mitigate and/or address both known internal and external barriers to achieve this goal.

Our primary internal barrier to achieving our goal of increasing the OCAT/Appraisal Timeliness Rate is dedicated staffing to the Cal-OAR effort. We have solid strategies written into our plan, however implementing each of the strategies will be challenging and take additional time since we do not have staff solely assigned to working on those efforts. Our Cal-OAR lead is a Staff Services Analyst who, in addition to the Cal-OAR project, is assigned to CalSAWS projects, CWDA projects, Foster Care Eligibility, Ongoing and Induction Training Efforts, Welfare Fraud Coordinator, and Hearings Officer. Our lead is also one of our Shelter Coordinators for Disaster Response and our Disaster CalFresh Coordinator. We are addressing these known barriers by prioritizing Cal-OAR efforts when possible and scheduling regular check-in meetings to ensure progress.

External barriers that impact our ability to achieve our equity awareness strategy are transportation limitations in our spread- out rural communities and lack of childcare options. We are mitigating these external barriers by providing services at our community centers or during home visits as well as offering remote and virtual options.

Our primary internal barrier to achieving our strategy of Increasing Equity Awareness is high workload demands and limited staff time. We have solid strategies written in our plan, however scheduling the equity awareness training for our staff while allowing for time to meet the demands of their workload will be challenging. We will mitigate these barriers by strategizing protected time for employees and coaching days to assist with the workload demands.

External barriers that impact our ability to achieve our strategy are the lack of data that can help MCDSS identify potential disparities in our communities. As part of our education strategies, we will be exploring ways to identify and collect data that can be analyzed to determine disparities in our communities.

7. Describe how your facility will continuously evaluate each action step taken to see if improvement is being achieved. (e.g., tracking tools, meetings, monitoring, etc) Include who will be responsible for follow up and compliance.

MCDSS will review progress on each action step at check-in meetings with the Cal-OAR team to monitor and evaluate whether improvements are being achieved. The Cal-OAR team includes the Staff Services Analyst, Program Manager, Supervisor, and three Integrated Case Workers. During these meetings we will evaluate the use of new tools and resources and what impact they have on meeting our OCAT/Appraisal Timeliness Rate. MCDSS will make adjustments and changes as necessary to improve as we learn from the results of our action steps.

Section 2: Peer Review

Peer county/ counties selected for collaboration and consultation:

Modoc

1. Discuss how the Peer Review process impact Cal-SIP development.

MCDSS found the Peer Review process very helpful in the development of the Cal-SIP. We were able to present our challenges and ideas for goals and improvement strategies. Modoc County shared their strengths in our targeted areas of improvement and suggested additional strategies. MCDSS chose to implement the strategy of adding a Jumpstart Program to our operations, as suggested by Modoc County. Additionally, Modoc County shared copies of their Jumpstart Packet with MCDSS to assist with the development of the program. MCDSS anticipates that the new Jumpstart Program will improve our Orientation Attendance Rate and OCAT/Appraisal Completion Timeliness Rate.

2. Discuss steps taken to conduct peer review.

After the submission of our Cal-CSA, MCDSS contacted our peer, Modoc County, to schedule two peer review dates, where we could act as the

host and peer. We chose Modoc County as our peer based on similar county size, rural demographic, and because they were also part of cohort four. MCDSS presented an overview of our county demographics, caseload size, and our performance measures. After providing an overview of our county, we presented our targeted areas of improvement, goals, and strategies. Modoc County shared their best practices and strengths.

3. Briefly summarize observations and action items from Peer Review process.

MCDSS peer partners provided feedback and suggestions for our targeted areas of improvement. Our peer partner demonstrated strengths and positive outcomes for our targeted areas of Orientation Attendance Rate and OCAT/Appraisal Completion Timeliness Rate. One suggestion that MCDSS chose to implement is the Jumpstart Program that Modoc County utilizes to increase initial engagement. During the peer review, our peer partner met with MCDSS line staff for an information sharing session. MCDSS line staff found the session very beneficial and took notes on suggested practices that were transferable. They shared best practices that could be implemented at MCDSS. Modoc County shared copies of materials and exchanged their contact information with the Mono County team so they could maintain ongoing contact.

Section 3: Target Measure Summary

Goal 1: Increase Orientation Attendance Rate to 10% from 0%. Review using Exemplar and CalSAWS reports improving by 2.5% every 6 months within 2 years (for a total of a 10.0% improvement).

Performance Measure: Orientation Attendance Rate

Baseline Result: 0%

Cal-SIP Start	Progress Report #1:	Progress Report #2:	Cycle End Date:
Time: 05/01/2024	05/23/2025	06/26/2026	06/30/2026

Strategies, Action Steps, and Tracking Improvement:

Strategy 1: Develop a written workflow process.

Action Steps:

- Facilitate workgroups with the Cal-OAR team.
- Schedule CalWORKs 2.0 training.

Strategy 2: Implement incentives usage.

Action Steps:

- Integrate incentives into written workflow process.
- Trainline staff on the incentive process.

Strategy 3: Develop a process for Welfare to Work worker introduction after CalWORKs intake-Jumpstart Program

Action Steps:

- Review current intake packet.
- Create WTW welcome packet.
- Develop process for warm handoff from intake CW worker.
- Train staff on the Jumpstart Program.

Strategy 4: Develop a standard orientation.

Action Steps:

- Create video orientation.
- Train staff on the orientation process.

Strategy 5: Increase equity awareness in orientation delivery.

Action Steps:

- Attend CDSS REIB training sessions.
- Schedule meetings with the Department Equity Officer to explore methods to identify potential disparities.

Tracking: MCDSS will review progress on each action step at check-in meetings with the Cal-OAR team to monitor and evaluate whether improvements are being achieved. The Cal-OAR team includes the Staff Services Analyst, Program Manager, Supervisor, and three Integrated Case Workers. During these meetings we will evaluate the use of new tools and resources and what impact they have on meeting our Orientation Attendance Rate. MCDSS will make adjustments and changes as necessary to improve as we learn from the results of our action steps.

Goal 2: Increase OCAT/Appraisal Completion Timeliness Rate to 10% from 0%. Review using Exemplar and CalSAWS reports improving by 2.5% every 6 months within 2 years (for a total of a 10% improvement).

Performance Measure: OCAT/Appraisal Completion Timeliness Rate

Baseline Result: 0%

Cal-SIP Start	Progress Report	Progress Report #2:	Cycle End Date:
Time: 05/01/2024	#1: 05/23/2025	06/26/2026	06/30/2026

Strategies, Action Steps, and Tracking Improvement:

Strategy 1: Implement incentives usage.

Action Steps:

- Integrate incentives in written workflow process.
- Train staff on incentive process.

Strategy 2: Offer remote/video options.

Action Steps:

- Hot spot purchases.
- Ensure all WTW staff have camera/zoom capabilities.
- Train staff on remote/video process.
- Submit electronic interview plan to CDSS.

Strategy 3: Create and print CalWORKs handbook.

Action Steps:

- Facilitate workgroups with the Cal-OAR team.
- Obtain samples from other counties.

Strategy 4: UC Davis training-WTW client engagement training.

Action Steps:

- Request and schedule training via training coordinator.
- Partner with other counties.

Strategy 5: Increase equity awareness in OCAT/Appraisal deliver.

Action Steps:

- Attend CDSS REIB training sessions.
- Schedule meetings with the Department Equity Officer to explore methods to identify potential disparities.

Tracking: MCDSS will review progress on each action step at check-in meetings with the Cal-OAR team to monitor and evaluate whether improvements are being achieved.

The Cal-OAR team includes the Staff Services Analyst, Program Manager, Supervisor, and three Integrated Case Workers. During these meetings we will evaluate the use of new tools and resources and what impact they have on meeting our OCAT/Appraisal Timeliness Rate. MCDSS will make adjustments and changes as necessary to improve as we learn from the results of our action steps.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE May 21, 2024

Departments: Health and Human Services

TIME REQUIRED

SUBJECT American Red Cross Memorandum of Understanding

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Memorandum of Understanding (MOU) between the American Red Cross and Mono County to define a working relationship in preparing for, responding to, and recovering from disasters. This MOU provides the framework for cooperation and support between the Red Cross and Mono County in assisting individuals, families and communities who have been or could be impacted by disaster or an emergency.

RECOMMENDED ACTION:

Approve County entry into proposed Memorandum of Understanding (MOU) for the period July 30, 2024 through July 30, 2029, and authorize the Chair of the Board of Supervisors to execute said MOU on behalf of the County.

FISCAL IMPACT:

None.

CONTACT NAME: Cathy Young

PHONE/EMAIL: 760-924-1780 / cyoung@mono.ca.gov

SEND COPIES TO:

Cathy Young - cyoung@mono.ca.gov
Kathy Peterson - kpeterson@mono.ca.gov

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
ARC MOU

History

Time	Who	Approval
5/13/2024 10:41 AM	County Counsel	Yes
5/16/2024 1:38 PM	Finance	Yes
5/16/2024 2:21 PM	County Administrative Office	Yes



Health and Human Services Department

Public Health Division, PO Box 3329, Mammoth Lakes, CA 93546 | PO Box 476, Bridgeport, CA 93517
Social Services Division, PO Box 2969, Mammoth Lakes, CA 93546

To: Mono County Board of Supervisors
From: Cathy Young, Supervising Staff Services Analyst
Date: May 21, 2024
Re: American Red Cross (ARC) Memorandum of Understanding (MOU)

The purpose of this Memorandum of Understanding ("MOU") is to define a working relationship between the American Red Cross and Mono County, in preparing for, responding to, and recovering from disasters. This MOU provides the broad framework for cooperation and support between the Red Cross and Mono County in assisting individuals, families and communities who have been or could be impacted by disaster or an emergency. It also provides the descriptions of readiness and response activities, such as planning, training, exercising and resourcing, and the clarification of roles and responsibilities of the Red Cross and Mono County to the community and other agencies.

This MOU is effective as of July 30, 2024 and expires on July 30, 2029. Six months prior to expiration, the parties will meet to review the progress and success of the cooperative effort. In connection with such review, the parties may decide to extend this MOU for an additional period not exceeding five years, and if so, shall confirm this in a signed writing.

This item requests Board approval for the County entry into proposed MOU and authorize the Chair of the Board of Supervisors to execute said MOU on behalf of the County.

Please don't hesitate to contact me if you have any questions.

Memorandum of Understanding

between the

American Red Cross

and

Mono County

July 2024



**American
Red Cross**

I. Purpose

The purpose of this Memorandum of Understanding ("MOU") is to define a working relationship between The American Red Cross (hereinafter "Red Cross") and Mono County, on behalf of its Department of Social Services, its lead Emergency Management agency (hereinafter Mono County) in preparing for, responding to, and recovering from disasters. This MOU provides the broad framework for cooperation and support between the Red Cross and Mono County in assisting individuals, families and communities who have been or could be impacted by disaster or an emergency. It also provides the descriptions of readiness and response activities, such as planning, training, exercising and resourcing, and the clarification of roles and responsibilities of the Red Cross and Mono County to the community and other agencies.

II. Parties

A. Mono County

Mono County Code Chapter 2.60.010 provides for the preparation and carrying out of plans for the protection of persons and property within the County in the event of an emergency; the direction of the emergency organization; and the coordination of the emergency functions of the County with all other public agencies, and affected private persons, corporations, and organizations. (Ord. 83-441-B § 2 (part), 1983.)

B. American Red Cross

Founded in 1881, the Red Cross is the nation's largest nonprofit disaster management organization. As part of a worldwide movement that offers neutral and impartial humanitarian care, the Red Cross is a non-governmental organization that mobilizes communities to aid people affected by or at risk of disasters with the aim of preventing and alleviating suffering. We do this by recruiting, training, and equipping volunteers throughout the country. The Red Cross provides disaster cycle services without regard to race, color, national origin, religion, gender, age, disability, sexual orientation, citizenship or veteran status. It follows the Fundamental Principles of the International Red Cross and Red Crescent Movement [See Attachment B]. The Red Cross is closely integrated into community preparedness, response, and recovery efforts, including those of federal, tribal, state and local government and other non-government organizations.

The Red Cross is chartered by the United States Congress to provide humanitarian services and provides disaster cycle services pursuant to its Bylaws and other internal policies and procedures as well as its Congressional Charter (USC 36 §300101-300111). In the Charter, Congress authorized the Red Cross "to carry out a system of national and international relief in time of peace and apply that system in mitigating the suffering caused by pestilence, famine, fire, floods, and other great national calamities, and to devise and carry out measures for preventing those calamities."

Further, the 2020 Memorandum of Agreement between FEMA and the Red Cross recognizes the

national level roles and responsibilities designated to the Red Cross. Located in Washington, DC, the national headquarters for the Red Cross is responsible for implementing policies and procedures that govern such Red Cross activities and provides administrative and technical oversight and guidance. Additionally, each region has certain authorities and responsibilities for carrying out Red Cross disaster preparedness, response and recovery activities, delivering local Red Cross services, and meeting corporate obligations within the territorial jurisdiction assigned to it. Each region is familiar with the hazards of the locality and surveys local resources for personnel, equipment, supplies, transportation, emergency communications, and facilities available for disaster relief. Regions also formulate cooperative plans and procedures with local government agencies and private organizations for relief activities should a disaster occur.

III. Methods of Cooperation

The Red Cross and Mono County mutually recognize each other's authority in the emergency management/disaster response field to prepare, respond and recover from disasters. Accordingly, both parties will share strategic, tactical and crisis communication objectives. Both parties will also share operational plans, priorities and objectives. The Red Cross recognizes Mono County responsibility in providing leadership and the full range of emergency management/disaster response services in their jurisdiction. Mono County recognizes the Red Cross as having mass care responsibility in domestic disasters, and when activated, will support and coordinate with the Red Cross in the execution of these duties.

As the ESF-6 co-lead the Red Cross will coordinate with Mono County on their respective disaster cycle activities to enhance services to the community in the following areas:

1. Preparedness activities – Build community capacity and resilience through disaster preparedness within Mono County, including:
 - a. Community education activities (e.g. Home Fire Campaign, Prepare with Pedro)
 - b. High probability/high consequence events risk assessment
 - c. Planning (e.g. emergency plans, standard operating procedures for notification of disaster and emergency situations)
 - d. Training (e.g. Red Cross disaster trainings, FEMA classroom trainings hosted by Mono County)
 - e. Exercise (e.g. Shelter Fundamentals, National Level Exercise, National Mass Care)

2. Response activities – Organize community resources to meet the immediate needs of individuals, families and communities affected by disaster or emergencies, including the following life-sustaining services:
 - a. Daily Home Fire Response Services (e.g. DAT response)
 - b. Sheltering (e.g. managing shelters, providing technical assistance in evacuation and post impact sheltering, quantifying daily shelter counts)
 - c. Feeding (e.g. in shelters, on mobile routes, at fixed sites in the impacted communities)
 - d. Health Services (e.g. shelters, , Family Assistance Centers)
 - e. Mental Health Services (e.g. shelters, Family Assistance Centers)

- f. Disability Integration (e.g. shelters, feeding sites)
 - g. Spiritual Care (e.g. shelters, Family Assistance Centers)
 - h. Reunification
 - i. Distribution of Relief Supplies (e.g. comfort kits, clean up supplies, personal hygiene items)
 - j. Damage Assessment (e.g. aggregate data, virtual, windowpane)
 - k. Mass Fatality (e.g. funeral assistance, Family Assistance Centers)
3. Recovery activities – Provide a standard and scalable set of services that align with available resources to bridge the gaps between client resources and needs, including:
 - a. Client Casework (e.g. housing, financial assistance, referrals)
 - b. Community Recovery Strategy Development (e.g. Long-Term Recovery Committees, Multi-Agency Shelter Transition Teams)
 - c. FEMA’s Direct Case Management Program (e.g. the delivery of recovery services for individuals and families, the sharing of case information, the prevention of the duplication of services)
 4. Communication – Keep each other informed of the human needs created by the disaster events and the services being provided, including:
 - a. Collaborating in the Emergency Operation Center (EOC)
 - i. At the request of Mono County, the Red Cross will provide liaison personnel to Mono County EOC and any jurisdictional EOC’s during a disaster or emergency situation.
 - ii. Mono County will provide facility access and identification, workspace and, whenever possible, other required technical support, such as access to the Incident Management System as necessary for the Red Cross liaison personnel assigned to the EOC.
 - b. Maintaining close coordination and support at all levels and with designated Points of Contact (e.g. in appropriate committees, planning groups, task forces) [See Attachment A]
 - c. Sharing current data regarding disasters (e.g. risk and hazard impact analysis, statistical information, social media verifications, historical information, emerging needs and trends, damage assessments, disaster declarations, service delivery plans)
 5. Recruitment – Mono County recognizes that the Red Cross is dependent upon public support and, whenever possible, will advocate for the Red Cross in acquiring necessary resources that increase Red Cross capacity, including:
 - a. Donations: Encourage residents to support the Red Cross (e.g. blood donations for hospital patients, volunteering time).
 - b. Mono County Volunteers: Determine any specific Disaster Leave Law, Act or Executive Order that allows for volunteering during a disaster.
 6. Other opportunities for cooperation include:
 - a. Facilities: Allow the use of each other’s facilities, as available and if agreed upon

in writing, for the purpose of preparedness training, meetings and response and recovery activities.

- b. Donated resources: Work together to use volunteer hours and donated resources to offset the non-federal cost share, in accordance with FEMA's [PAPPG v.4](#) donated resources policy language (Chapter 6.XIV. page 88-91), when feasible and appropriate.
- c. The Red Cross will support Mono County in integrating the efforts of the non-governmental organizations (NGOs) that provide mass care services (e.g. Mass Care Feeding Task Forces) during response operations.
- d. Repatriation: The Red Cross supports the Mono County at Emergency Repatriation Centers as defined by the State Emergency Repatriation Plan and the MOU with the Department of Health and Human Services.
- e. Transportation Incidents: Provide services to clients and family members after a Transportation Incident as defined by the MOU with the National Transportation Safety Board.
- f. Services to Armed Forces (e.g. military bases, veterans)
- g. International Services Department (e.g. Restoring Family Links, tracing)

IV. General

- a. Both parties agree not to use or display any trademarks of the other without first receiving the express written permission to do so. However, the use of the trademarks of the other party is permitted for internal meeting notes and plans that are not publicly distributed and used during the normal course of business related to the purpose of MOU. If either party desires to use the intellectual property of the other, the "requesting party" should submit the proposed promotional/marketing materials, press releases, website displays or otherwise proposed use of the trademarks to the "owning party" for review in advance of dissemination or publication.
- b. Both parties will keep the public informed of their cooperative efforts through the public information offices of the Red Cross and Mono County and Joint Information Center, if activated.
- c. Both parties will widely distribute this partnership agreement within their respective organizations and urge full cooperation.
- d. Both parties will maintain their own identity in providing service. Each organization is separately responsible for establishing its own policies, procedures, and financing its own activities.
- e. Both parties will abide by the Federal and State laws and regulations concerning confidentiality which safeguard information and the participants confidentiality. Both parties will further abide by all Federal and State laws and regulations as relative to data sharing of pertinent information for performance accountability and program evaluation purposes.

V. Periodic Review

The parties will, on an annual basis, on or around the anniversary date of this MOU, jointly evaluate their progress in implementing this MOU and revise and develop new plans or goals as appropriate. Both parties shall notify the other if primary points of contact change.

VI. Term and Termination.

This MOU is effective as of July 30, 2024. It expires on July 30, 2029. Six months prior to expiration, the parties will meet to review the progress and success of the cooperative effort. In connection with such review, the parties may decide to extend this MOU for an additional period not exceeding five years, and if so, shall confirm this in a signed writing. This MOU may be terminated by written notification from either party to the other at any time and for any reason or for no reason.

VII. Miscellaneous

This MOU does not create a partnership or a joint venture and does not create any financial commitments from one party to the other. Neither party has the authority to bind the other to any obligation. It is not intended that this MOU be enforceable as a matter of law in any court or dispute resolution forum. The sole remedy for non-performance under this MOU shall be termination, with no damages or penalty.

Signature page follows.

Signature Page

Mono County

The American Red Cross

By: _____
(Signature)

By: *irene parveen*
irene parveen (Apr 23, 2024 07:41 PDT)

(Signature)

Name: John Peters
Title: Chair, Mono County Board of Supervisors

Name: Irene Parveen
Title: Disaster Program Manager

Date _____

Date: Apr 23, 2024

Mono County Contact information:
Cathy Young
Telephone: 760-924-1780
E-mail: cyoung@mono.ca.gov

Red Cross Contact information:
Irene Parveen
Telephone: 661-221-3915
E-mail: irene.parveen@redcross.org

COUNTY OF MONO

Sandra Moberly
Chief Administrative Officer

Anne Frievall
County Counsel

Jy Stone
Mono County Risk Management

ATTACHMENT A – Organization Contact Information

Primary Points of Contact

The primary points of contact in each organization will be responsible for the implementation of the MOU in their respective organizations, coordinating activities between organizations, and responding to questions regarding this MOU. In the event that the primary point of contact is no longer able to serve, a new contact will be designated and the other organization informed of the change.

NOTE: When any attachment is updated, the revised attachment is inserted in the MOU. The MOU **does not** need to be signed again.

Relationship Manager Contact*

American Red Cross – Kern Eastern Sierra Chapter		Mono County	
Contact	Irene Parveen	Contact	Cathy Young
Title	Disaster Program Manager	Title	Sup. Staff Services Analyst
Office phone	661-221-3915	Office phone	760-924-1780
Mobile	661-221-3915	Mobile	808-658-0618
Email	irene.parveen@redcross.org	Email	cyoung@mono.ca.gov

*The Relationship Manager is the person that works with the partner organization in developing and executing the MOU.

Operations Contact**

American Red Cross – Kern Eastern Sierra Chapter		Mono County	
Contact	Irene Parveen	Contact	Cathy Young
Title	Disaster Program Manager	Title	Sup. Staff Services Analyst
Office	661-221-3915	Office phone	760-924-1780
Mobile	661-221-3915	Mobile	808-658-0618
Email	irene.parveen@redcross.org	Email	cyoung@mono.ca.gov

**The Operations Contact is the person each organization will call to initiate operations activities as defined in the MOU.

Organization Information

American Red Cross – Kern Eastern Sierra Chapter		Mono County	
Department	Disaster Services, Kern Eastern Sierra Chapter	Department	Mono County HHS-Social Services
Address	5035 Gilmore Avenue	Address	1290 Tavern Rd., PO Box 2969,

	Bakersfield, CA 93308		Mammoth Lakes, CA 93546
Email	Operations.CCR@redcross.org	Email	cyoung@mono.ca.gov
Website	www.redcross.org	Website	https://monocounty.ca.gov/

ATTACHMENT B

Principles of Conduct for The International Red Cross and Red Crescent Movement and NGOs in Disaster Response Programs

Principle Commitments:

1. The Humanitarian imperative comes first.
2. Aid is given regardless of the race, creed or nationality of the recipients and without adverse distinction of any kind. Aid priorities are calculated on the basis of need alone.
3. Aid will not be used to further a particular political or religious standpoint.
4. We shall endeavor not to act as instruments of government foreign policy.
5. We shall respect culture and custom.
6. We shall attempt to build disaster response on local capacities.
7. Ways shall be found to involve program beneficiaries in the management of relief aid.
8. Relief aid must strive to reduce future vulnerabilities to disaster as well as meeting basic needs.
9. We hold ourselves accountable to both those we seek to assist and those from whom we accept resources.
10. In our information, publicity, and advertising activities, we shall recognize disaster victims as dignified human beings, not hopeless objects.

More information about the code of conduct can be found at <http://www.ifrc.org/en/publications-and-reports/code-of-conduct>

The Code Register

The International Federation keeps a public record of all the humanitarian organizations that become [signatories of the code](#). The contact details of each organization are verified.

Humanitarian organizations wishing to become a signatory to the code should download and complete the [registration form](#).












Red Cross Mono MOU 7.2024

Final Audit Report

2024-04-24

Created:	2024-04-22
By:	Cathy Young (cyoung@mono.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9_2OI1OBlSz7-tfCISi6Z8VnmLMjE8wD

"Red Cross Mono MOU 7.2024" History

-  Document created by Cathy Young (cyoung@mono.ca.gov)
2024-04-22 - 7:12:32 PM GMT- IP address: 162.252.88.209
-  Document emailed to irene.parveen@redcross.org for signature
2024-04-22 - 7:16:13 PM GMT
-  Email viewed by irene.parveen@redcross.org
2024-04-23 - 8:41:53 AM GMT- IP address: 104.28.85.110
-  Signer irene.parveen@redcross.org entered name at signing as irene parveen
2024-04-23 - 2:41:52 PM GMT- IP address: 16.98.97.96
-  Document e-signed by irene parveen (irene.parveen@redcross.org)
Signature Date: 2024-04-23 - 2:41:54 PM GMT - Time Source: server- IP address: 16.98.97.96
-  Document emailed to Anne Frievalt (afrievalt@mono.ca.gov) for signature
2024-04-23 - 2:41:56 PM GMT
-  Email viewed by Anne Frievalt (afrievalt@mono.ca.gov)
2024-04-23 - 2:46:26 PM GMT- IP address: 76.227.21.18
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Signature Date: 2024-04-23 - 2:47:03 PM GMT - Time Source: server- IP address: 76.227.21.18
-  Document emailed to Jacob Sloane (jsloane@mono.ca.gov) for signature
2024-04-23 - 2:47:04 PM GMT
-  Email viewed by Jacob Sloane (jsloane@mono.ca.gov)
2024-04-23 - 3:29:49 PM GMT- IP address: 68.189.185.129
-  Document e-signed by Jacob Sloane (jsloane@mono.ca.gov)
Signature Date: 2024-04-23 - 10:33:45 PM GMT - Time Source: server- IP address: 162.252.88.212



 Document emailed to Sandra Moberly (smoberly@mono.ca.gov) for signature

2024-04-23 - 10:33:47 PM GMT

 Email viewed by Sandra Moberly (smoberly@mono.ca.gov)

2024-04-23 - 11:45:49 PM GMT- IP address: 146.75.154.1

 Document e-signed by Sandra Moberly (smoberly@mono.ca.gov)

Signature Date: 2024-04-24 - 3:24:05 PM GMT - Time Source: server- IP address: 162.252.88.209

 Agreement completed.

2024-04-24 - 3:24:05 PM GMT





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

REGULAR AGENDA REQUEST

Print

MEETING DATE May 21, 2024

Departments: Behavioral Health

TIME REQUIRED

SUBJECT Memorandum of Understanding (MOU) regarding Behavioral Health Programs, Activities and Crisis Response at School Sites

PERSONS APPEARING BEFORE THE BOARD

AGENDA DESCRIPTION:

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

Proposed MOU with various school sites throughout Mono County which are operated by Mammoth Unified School District, Eastern Sierra Unified School District, and the Mono County Office of Education, pertaining to behavioral health services.

RECOMMENDED ACTION:

Approve, and authorize Behavioral Health Director to sign, contract with Mammoth Unified School District, Eastern Sierra Unified School District, and the Mono County Office of Education for behavioral health services for the period of January 1, 2024, through December 31, 2025.

FISCAL IMPACT:

None.

CONTACT NAME: Amanda Greenberg

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Memorandum of Understanding

History

Time

Who

Approval

5/14/2024 2:16 PM	County Counsel	Yes
5/16/2024 1:34 PM	Finance	Yes
5/16/2024 2:51 PM	County Administrative Office	Yes



MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT

COUNTY OF MONO

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

TO: Mono County Board of Supervisors

FROM: Adriana Niculescu, Mono County Behavioral Health Clinical Services Manager

DATE: May 21, 2024

SUBJECT:

Memorandum of Understanding (MOU) regarding Behavioral Health Programs, Activities and Crisis Response at School Sites

DISCUSSION:

This Memorandum of Understanding (MOU) is to formalize the protocols, agreements and policies related to provision of the Services Mono County Behavioral Health has already been providing for the schools in Mono County. It details when schools will include MCBH in services and when to utilize emergency or other alternative services. This MOU will allow us to continue to provide services for students and their families on campus as needed.

SUBMITTED BY:

Amanda Greenberg, Program Manager, Contact: 760.924.1740

MEMORANDUM OF UNDERSTANDING REGARDING BEHAVIORAL HEALTH PROGRAMS, ACTIVITIES AND CRISIS RESPONSE AT SCHOOL SITES

WHEREAS, Mono County, through its Department of Behavioral Health, (hereinafter “the County”) provides behavioral health educational presentations, activities and events, as well as crisis response services (hereinafter collectively the "Services") at various school sites throughout Mono County which are operated by Mammoth Unified School District, Eastern Sierra Unified School District, and the Mono County Office of Education, respectively (hereinafter collectively “the School Districts”); and

WHEREAS, the County and the School Districts wish to memorialize the protocols, agreements and policies related to provision of the Services through adoption of this Memorandum of Understanding (MOU); and

WHEREAS, the County additionally has partnered with the Mono County Office of Education (MCOE) to implement Mental Health School Services Act (MHSSA) funding for the provision of counseling services at school sites. This MOU is not intended to and shall not apply to such MHSSA services, which are the subject of other agreement(s) between County and MCOE; and

WHEREAS, this MOU shall be effective between the County any School District which has executed it below;

Now, therefore, County and School District(s) do agree as follows:

TERMS AND CONDITIONS

1. Incorporation of Recitals. The above recitals are incorporated into this agreement by this reference.
2. Services Provided. The County of Mono, through its Department of Behavioral Health, may from time-to-time and upon request of one or more of the School Districts under Paragraph 2, provide the following Services at a School District school site:
 - a. Mental health crisis response and intervention as set forth in any established protocol between the County and the School Districts. Any protocols developed between the County and a School District shall automatically be incorporated herein upon approval by County and the affected School District;
 - b. Classroom presentations and activities regarding mental health and substance use disorder topics;
 - c. Group activities such as art and yoga which teach emotional regulation;
 - d. Consultation with designated School District staff regarding mental health and/or substance use disorder topics that are not specific to any individual student;
 - e. Such other educational services as may be agreed between the County and a School District.
3. Requests for Services. Requests for Services under this MOU for a School District or school site may be made by the superintendent of the District or the principal of the school site. From time to time, the County may propose a particular Service to the School Districts.

If a School District would like the County to provide such Service, it may make a request that such Services be provided under this paragraph.

4. Nature of Services. All Services provided by County to School Districts shall be educational/general in nature and shall not include any one-on-one counseling, advice, or the creation of a therapist/patient relationship with any student. Notwithstanding the foregoing, a student or family may directly refer themselves as a client to the County for Behavioral Health Services, in which event such services are exclusively between County and the client and are not covered by this MOU, regardless of whether a County employee provides all or a portion of such services at a school site (e.g., student support).
5. Authorization to Participate. The School District at which the educational event or activity is scheduled to take place shall be solely responsible for determining what parental or guardian authorizations are required for its purposes in order to enable students to participate and shall ensure that any student not providing such authorization is excluded from the event or activity.
6. Each Party to Bear Own Costs. There shall be no charge to the School Districts for services provided by the County as set forth herein. Each Party shall bear its own costs for staff time involved in the performance of this MOU. From time-to-time the County and one or more of the School Districts may collaborate to apply for and implement grant or other funding to support new or additional services. Such services shall be covered by this MOU unless otherwise noted in the agreement between the County and the School District related thereto.
7. Term and Termination. The term of this MOU shall be from January 1, 2024, to December 31, 2025, with the survival of certain provisions as noted herein. This MOU shall automatically renew for subsequent one-year periods unless terminated by the parties or as to any individual party. Any party may terminate its involvement in this MOU by providing the others with thirty (30) calendar days' written notice.
8. Indemnification. The School District or Districts at which the Services at issue were provided 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 provision of Services under this MOU by County, County's agents, officers, or employees. The School Districts' 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. The School Districts' obligation under this Paragraph extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of the School Districts, their agents, employees, suppliers, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable. The School Districts' obligation to defend, indemnify, and hold County, its agents, officers, and employees harmless is not limited to, or restricted by, any requirement in this Agreement for the

School Districts to procure and maintain a policy of insurance and shall survive any termination or expiration of this Agreement. The obligation set forth in this paragraph shall survive any termination or expiration of this MOU.

9. Insurance. The School Districts and the County of Mono shall each procure and maintain, during the entire term of this MOU the following insurance (as noted) against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by County, its agents, representatives, employees, or subcontractors:
 - a. *General Liability*. A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed under this MOU, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than \$1,000,000.00 per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
 - b. *Coverage and Provider Requirements*. Prior to commencing any work under this MOU, County and the School Districts shall provide each other: (1) a certificate of insurance evidencing the coverage required and (2) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice.
10. Independence of Parties. All acts of the Parties, their agents, officers, and employees, relating to the performance of this Agreement shall be performed as independent entities, and not as agents, officers, or employees of the other Party. Neither Party, by virtue of this Agreement, has the authority to bind or incur any obligation on behalf of, or exercise any right or power vested in, the other Party, except as expressly provided herein. No agent, officer, or employee of one Party is to be considered an employee of the other Party. It is understood by both Parties that this Agreement shall not, under any circumstances, be construed to create an employer-employee relationship or a joint venture.
11. Amendment. This Agreement may be amended by a writing signed by authorized representatives of the Parties.
12. Party Contacts. This Agreement shall be administered on behalf of the Parties by the following persons, to whom any notices or correspondence concerning the MOU shall be directed:

Mammoth Unified School District:

Annie Rinaldi, Superintendent
P.O. Box 3509
Mammoth Lakes, CA 93546
Phone: 760-934-6802
Email: arinaldi@mammothusd.org

Mono County:

Robin Roberts, Behavioral Health Director
P.O. Box 2619
Mammoth Lakes, CA 93546
Phone : 760-924-1729
Email: rroberts@mono.ca.gov

Eastern Sierra Unified School District

Heidi Torix, Superintendent
P.O. Box 575
Bridgeport, CA 93517
Phone: (760) 932-7443
Email: htorix@esusd.org

Mono County Office of Education

Dr. Stacey Adler, Superintendent.
P.O. Box 130
Mammoth Lakes, CA 93546
Phone: (760) 934-0031
Email: sadler@monocoe.org

13. Execution. 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. For purposes of this Agreement, a photocopy, facsimile, .pdf, or electronically scanned signatures, including but not limited to DocuSign or similar service, shall be deemed as valid and as enforceable as an original.

By the signatures of their authorized representatives appearing below, the School Districts and the County agree to perform and abide by the terms of this Agreement.

Mono County:

By: _____

Dated: _____

Mammoth Unified School District:

By: _____

Dated: _____

Eastern Sierra Unified School District

By: _____

Dated: _____

Mono County Office of Education

By: _____

Dated: _____

APPROVED AS TO FORM:

Mono County Counsel

APPROVED BY RISK MANAGEMENT:



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

REGULAR AGENDA REQUEST

Print

MEETING DATE May 21, 2024

Departments: Public Works - Road Department

TIME REQUIRED

SUBJECT FY23/24 Regional Surface
Transportation Program (RSTP)
Road Funding Agreement

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approval of annual funding through the Regional Surface Transportation Program (RSTP) apportionment. This repeating annual agreement authorizes the exchange of federal highway funds for state highway funds thereby providing the Road Fund with a more flexible funding source.

RECOMMENDED ACTION:

Approve and authorize Chair's signature on the FY23/24 Federal Exchange and State Match Agreement for allocation of Federal Surface Transportation Program Funds through the State's Regional Surface Transportation Program

FISCAL IMPACT:

\$329,725 of intergovernmental revenue to the Road Fund (Fund 180), which was included in the FY 2023/2024 adopted budget.

CONTACT NAME: Steve Reeves

PHONE/EMAIL: 760 932 5449 / sreeves@mono.ca.gov

SEND COPIES TO:

sreeves@mono.ca.gov

proten@mono.ca.gov

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

[Agreement X24-5947\(071\)](#)

History

Time	Who	Approval
5/16/2024 9:15 AM	County Counsel	Yes
5/16/2024 2:47 PM	Finance	No
5/16/2024 3:14 PM	Public Works - Road Division	Yes
5/16/2024 3:39 PM	County Counsel	Yes
5/16/2024 3:34 PM	Finance	Yes
5/16/2024 3:41 PM	County Administrative Office	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

Date: May 21, 2024
To: Honorable Chair and Members of the Board of Supervisors
From: Steve Reeves Public Works Road Superintendent
Subject: FY23/24 RSTP Road Funding Agreement

History:

The annual funding through the Regional Surface Transportation Program (RSTP) apportionment is a major source of revenue for Mono County's Road maintenance programs. Although the amount is based on a statewide formula that has not increased over the years, the RSTP funding and the annual gas tax apportionment continue to be one of the foundations of Public Works' Road Division. The exchange agreement allows the State to forward non-federal highway apportionments directly to the Road Fund and the County maintains total control over how those funds are expended. This funding is made available to rural counties on an annual basis and provides the Road Fund with a flexible, uncomplicated funding source.

Discussion:

The Federal Apportionment Exchange Program and State Match Agreement, a copy of which is enclosed with this report, will authorize the exchange of federal highway funds for state highway funds for Fiscal Year 2023/2024.

If you have any questions regarding this item, please contact me at 760.932.5449 or by email at sreeves@mono.ca.gov

Respectfully submitted,

Steve Reeves

Steve Reeves Public Works Road Superintendent
Director of Public Works

Attachments: Agreement No. X24-5947(071)

FEDERAL APPORTIONMENT EXCHANGE PROGRAM AND STATE MATCH PROGRAM
CALIFORNIA DEPARTMENT OF TRANSPORTATION - NON MPO COUNTY

09 MONO
District County

Agreement No. X24-5947(071)
AMS Adv ID:0924000055

THIS AGREEMENT is made on _____, by the COUNTY of MONO , a political subdivision of the State of California (COUNTY), and the State of California, acting by and through the Department of Transportation (STATE).

WHEREAS, COUNTY desires to assign federal apportionments made available to COUNTY for allocation to transportation projects in accordance with Section 182.6 of the Streets and Highways Code [Regional Surface Transportation Program (RSTP)/Regional Surface Transportation Block Grant Program (RSTBGP) funds] in exchange for nonfederal State Highway Account funds, and

WHEREAS Section 182.9 of the Streets and Highways Code requires the allocation of State Matching funds from the State Highway Account to COUNTY:

NOW, THEREFORE, the parties agree as follows:


I. FEDERAL APPORTIONMENT EXCHANGE PROGRAM

A. As authorized by Section 182.6 of the Streets and Highways Code, and the RTPA having agreed to exchange or elected not to exercise its authority as it relates to the COUNTY'S portion of the RSTP/RSTBGP under Section 182.6(g), COUNTY agrees to assign to STATE:

\$229,725.00 from the eligible portion of its estimated annual minimum RSTP/RSTBGP Apportionment for Fiscal Year 2023/2024.

The eligible portion of said minimum apportionment is the COUNTY's estimated annual minimum RSTP/RSTBGP apportionment established under Section 182.6(d)(2) of the Streets and Highways Code less any federal apportionments already obligated for projects chargeable to COUNTY's eligible portion of its estimated annual minimum RSTP/RSTBGP apportionment.

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance			
	Accounting Officer	Date 3/20/2024	\$ 329,725.00

B. COUNTY agrees that it will not undertake any capacity-expanding project funded herein located in an air quality nonattainment area without prior inclusion of said project by its RTPA in the "build" alternative of the air quality conformance analysis and the RTPA's subsequent concurrence in the project's implementation.

II. STATE MATCH PROGRAM - Section 182.9

A. As authorized by Section 182.9 of the Streets and Highways Code, STATE agrees to pay to COUNTY \$100,000.00 from the unobligated balance of COUNTY's State Matching funds for Fiscal Year 2023/2024.

B. COUNTY agrees that before COUNTY uses State Matching funds for any other lawful purpose, COUNTY shall use such funds to match federally funded transportation projects.

III. COMMON PROVISIONS

A. Subject to the availability of State funds by the State Budget Act, and upon receipt of COUNTY invoice evidencing COUNTY's assignment of COUNTY's estimated apportionment under Section I.A to STATE, STATE agrees to pay to COUNTY an amount not to exceed \$329,725.00 that equals the sum of the estimated apportionment amounts identified in Sections I.A and the State Match funds identified in Section II.A.

B. COUNTY agrees to use all State funds paid hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution.

C. COUNTY agrees to establish a special account within their County Road Fund for the purpose of depositing all payments received from STATE pursuant to this agreement.

D. COST PRINCIPLES

1. The COUNTY agrees to comply with, and require all project sponsors to comply with, Office of Management and Budget Supercircular 2 CFR Part 200, Cost Principles for STATE and LOCAL government, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments.

2. COUNTY will assure that its fund recipients will be obligated to agree that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, part 31, et seq., shall be used to determine the allowability of individual project cost items and (b) Those parties shall comply with Federal Administrative Procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments. Every sub-recipient receiving funds as a contractor or sub-contractor under this agreement shall comply with federal administrative procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments.

3. Any fund expenditures for costs for which COUNTY has received payment or credit that are determined by subsequent audit to be unallowable under Office of Management and Budget Supercircular, 2 CFR Part 200, are subject to repayment by COUNTY to STATE. Should COUNTY fail to reimburse funds due STATE within 30 days or demand, or within

such other period as may be agreed in writing between the parties hereto, STATE is authorized to intercept and withhold future payments due COUNTY from STATE of any third-party source, including, but not limited to, the State Treasurer, the State Controller and the CTC.

E. THIRD PARTY CONTRACTING

- 1) COUNTY shall not award a construction contract over \$10,000 or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed using funds without the prior written approval of STATE.
- 2) Any subcontract or agreement entered into by COUNTY as a result of disbursing funds received pursuant to this Agreement shall contain all of the fiscal provisions of this Agreement; and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors.
- 3) In addition to the above, the preaward requirements of third party contractor/consultants with COUNTY should be consistent with Local Program Procedures as published by STATE.

F. ACCOUNTING SYSTEM

COUNTY, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate fund expenditures by line item. The accounting system of COUNTY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

G. RIGHT TO AUDIT

For the purpose of determining compliance with this Agreement and other matters connected with the performance of COUNTY'S contracts with third parties, COUNTY, COUNTY's contractors and subcontractors and STATE shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times for three years from the date of final payment of funds to COUNTY. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent for audits, examinations, excerpts, and transactions, and COUNTY shall furnish copies thereof if requested.

H. TRAVEL AND SUBSISTENCE

Payments to only COUNTY for travel and subsistence expenses of COUNTY forces and its subcontractors claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under

current State Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess of those authorized DPA rates, then COUNTY is responsible for the cost difference and any overpayments shall be reimbursed to STATE on demand.

STATE OF CALIFORNIA
Department Of Transportation

COUNTY OF MONO

By: _____
Office of Project Management Oversight
Division of Local Assistance

By: _____

Title: _____

Date _____

Date: _____



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

REGULAR AGENDA REQUEST

Print

MEETING DATE May 21, 2024

Departments: Public Works

TIME REQUIRED

SUBJECT Eastside Lane Rehabilitation Project
Phase 2 - Program Supplement
Agreement

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed resolution "A Resolution of the Mono County Board of Supervisors, State of California, Approving Program Supplement Agreement No. F020 Under Administering Agency – State Agreement No. 09-5947F15 for the Eastside Lane Rehabilitation Project Phase 2".

RECOMMENDED ACTION:

Adopt proposed resolution.

FISCAL IMPACT:

Total programmed federal funding is \$3,748,000 in the State Transportation Improvement Program (STIP). Federal reimbursement of 88.53 percent is funded with STIP federal funds. Caltrans Toll Credits have been approved to fund the required 11.47 percent local match. Exact costs will be based on actual bids received. If bids received exceed programmed STIP funding, additional STIP funding may be applied to the project depending on the availability of funds.

CONTACT NAME: Chad Senior

PHONE/EMAIL: 760 920-3496 / csenior@mono.ca.gov

SEND COPIES TO:

csenior@mono.ca.gov

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Resolution
Program Supplement Agreement No. F020
Master Agreement 09-5947F15

History

Time	Who	Approval
5/16/2024 9:08 AM	County Counsel	Yes
5/16/2024 12:10 PM	Finance	Yes
5/16/2024 12:20 PM	County Administrative Office	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

Date: May 21, 2024
To: Honorable Chair and Members of the Board of Supervisors
From: Chad Senior, Associate Engineer
Re: Adoption of Resolution Approving Program Supplement Agreement No. F020 with Caltrans for the Provision of Federal Aid for the Eastside Lane Rehabilitation Project Phase 2

Strategic Plan Focus Area: Improve Public Safety – Infrastructure & Roads

Background:

Funding for construction of Eastside Lane Rehabilitation Project Phase 2 was allocated by the California Transportation Commission (CTC) at the March 22, 2024 CTC meeting. The Board of Supervisors authorized the Public Works Department to bid and award the project at the April 16th meeting. Authorization from the federal government to proceed with construction (E-76) was received on April 22, 2024. Subsequently, the project was advertised for bids on Mono County's Bid Management System on April 30, 2024. Bid closing is scheduled for May 22, 2024, after which, bid proposals will be evaluated and the project will be awarded to the lowest, responsible bidder. The start of construction will begin as soon as possible after contract award and execution.

Discussion:

Prior to requesting reimbursement of STIP funds, the Board is required to execute a Program Supplement Agreement (PSA) with Caltrans for federally funded projects. The PSA for this project is appurtenant to Administering Agency – State Agreement for Federal Aid No. 09-5947F15 executed on February 20, 2019. The PSA authorizes the State to disburse the appropriate funds necessary to reimburse the County for costs related to the Eastside Lane Rehabilitation Project Phase 2. The signed PSA and attached resolution must be executed and provided to Caltrans prior to invoicing for reimbursement of STIP funds at project completion. The resolution also authorizes the Public Works Director to execute and process the PSA and any future documents necessary for reimbursement of funds for project construction.

Please contact me at 760.924.1812 or by email at csenior@mono.ca.gov if you have any questions regarding this project.

Respectfully submitted,

Chad Senior
Associate Engineer

Attachments: Resolution
Program Supplement Agreement No. F020
Master Agreement, Administering Agency – State Agreement for Federal-Aid Projects No. 09-5947F15



R24-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS, STATE OF CALIFORNIA,
APPROVING PROGRAM SUPPLEMENT AGREEMENT NO. F020 UNDER
ADMINISTERING AGENCY – STATE AGREEMENT NO. 09-5947F15
FOR THE EASTSIDE LANE REHABILITATION PROJECT PHASE 2**

WHEREAS, consistent with applicable sections of the California Streets and Highways Code and the State Transportation Improvement Program (STIP) Guidelines, Mono County has been allocated Federal funds to be utilized for the rehabilitation of portions of Eastside Lane from Highway 395 to Offal Road and from Cunningham Lane to Topaz Lane; and,

WHEREAS, the Eastside Lane Rehabilitation Project Phase 2 was programmed in the 2020 STIP cycle and the project has been consistently included in the 5-Year Road Capital Improvement Program as a high priority project, including the most recent version approved by the Board of Supervisors on February 6, 2024; and,

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

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

SECTION ONE: The Board of Supervisors has reviewed and hereby approves the Program Supplement Agreement No. F020 for the Eastside Lane Rehabilitation Project Phase 2 and hereby adopts and incorporates Program Supplement Agreement No. F020 into the existing Administering Agency – State Agreement for Federal-Aid No. 09-5947F15 which was executed February 20, 2019; and,

1 **SECTION TWO:** The Mono County Director of Public Works is hereby designated as
2 the County Official authorized to execute and process the afore-referenced documents; and to
3 execute and process future requests of this nature which will lead to the timely reimbursement of
4 County funds associated with this project.

5
6 **BE IT FURTHER, RESOLVED,** that the Mono County Board of Supervisors
7
8 **PASSED, APPROVED** and **ADOPTED** this 21st day of May 2024, by the following vote, to
9 wit:

10 **AYES:**

11 **NOES:**

12 **ABSENT:**

13 **ABSTAIN:**

14 /
15 //
16 ///
17 ////

18
19 _____
20 John Peters, Chair
21 Mono County Board of Supervisors

22 **ATTEST:**

23 **APPROVED AS TO FORM:**

24
25 _____
26 Clerk of the Board

27 _____
28 County Counsel

PROGRAM SUPPLEMENT NO. F020
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 09-5947F15

Adv. Project ID
 0922000021

Date: April 22, 2024
Location: 09-MNO-0-CR
Project Number: RPL-5947(065)
E.A. Number:
Locode: 5947

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 02/20/2019 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the Administering Agency on _____ (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION: Eastside Lane in Walker / Coleville

TYPE OF WORK: rehabilitate existing asphalt concrete, paint markings, & replace culverts **LENGTH:** 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds		
	Z240		LOCAL		OTHER
\$3,748,000.00		\$3,748,000.00	\$0.00		\$0.00

COUNTY OF MONO

STATE OF CALIFORNIA
Department of Transportation

By _____

By _____

Title _____

Chief, Office of Project Implementation
Division of Local Assistance

Date _____

Date _____

Attest _____

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

Accounting Officer Jennie Yee

Date 4/23/2024

\$3,748,000.00

SPECIAL COVENANTS OR REMARKS

1. A. This PROJECT is programmed to receive funding from the State Transportation Improvement Program (STIP). Funding may be provided under one or more components. A component(s) specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the component(s) identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per component(s).

This PROGRAM SUPPLEMENT has been prepared to allow reimbursement of eligible PROJECT expenditures for the component(s) allocated. The start of reimbursable expenditures is restricted to the later of either 1) the effective date of the Master Agreement, 2) the effective date of the PROGRAM SUPPLEMENT, or 3) the effective date of the component specific allocation.

B. STATE and ADMINISTERING AGENCY agree that additional funds made available by future allocations will be encumbered on this PROJECT by use of a STATE approved Allocation Letter and Finance Letter. ADMINISTERING AGENCY agrees that STATE funds available for reimbursement will be limited to the amount allocated by the California Transportation Commission (CTC) and/or the STATE.

C. Upon ADMINISTERING AGENCY request, the CTC and/or STATE may approve supplementary allocations, time extensions, and fund transfers between components. An approved time extension will revise the timely use of funds criteria, outlined above, for the component(s) and allocation(s) requested. Approved supplementary allocations, time extensions, and fund transfers between components made after the execution of this PROGRAM SUPPLEMENT will be documented and considered subject to the terms and conditions thereof.

Documentation for approved supplementary allocations, time extensions, and fund transfers between components will be a STATE approved Allocation Letter, Fund Transfer Letter, Time Extension Letter, and Finance Letter, as appropriate.

D. This PROJECT will be administered in accordance with the CTC STIP guidelines, as adopted or amended, and the STATE Procedures for Administering Local Grant Projects in the State Transportation Improvement Program (STIP), the Local Assistance Program Guidelines, and the Local Assistance Procedures Manual. The submittal of invoices for project costs shall be in accordance with the above referenced publications and the following.

E. The ADMINISTERING AGENCY shall invoice STATE for environmental & permits, plans specifications & estimate, and right-of-way costs no later than 180 days after the end of last eligible fiscal year of expenditure. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion to make the final payment to the contractor and prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.

SPECIAL COVENANTS OR REMARKS

F. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the encumbrance of funds under this Agreement. Funding and reimbursement are available only upon the passage of the State Budget Act containing these STATE funds.

G. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

H. This PROJECT is subject to the timely use of funds provisions enacted by Senate Bill 45 (SB 45), approved in 1997, and subsequent CTC guidelines and State procedures approved by the CTC and STATE, as outlined below:

Funds allocated for the environmental & permits, plan specifications & estimate, and right-of-way components are available for expenditure until the end of the second fiscal year following the year in which the funds were allocated.

Funds allocated for the construction component are subject to an award deadline and contract completion deadline. ADMINISTERING AGENCY agrees to award the contract within 6 months of the construction fund allocation and complete the construction or vehicle purchase contract within 36 months of award.

I. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

SPECIAL COVENANTS OR REMARKS

J. The Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

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

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

L. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

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Failure to do so will cause a delay in the State processing invoices for the construction phase. Please refer to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

M. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.

2. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.
- B. Invoices shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.
- C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
- D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.
- E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.
- F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its

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contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all

SPECIAL COVENANTS OR REMARKS

reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

3. The ADMINISTERING AGENCY shall construct the PROJECT in accordance with the scope of work presented in the application and approved by the California Transportation Commission. Any changes to the approved PROJECT scope without the prior expressed approval of the California Transportation Commission are ineligible for reimbursement and may result in the entire PROJECT becoming ineligible for reimbursement.

4. Appendix E of the Title VI Assurances (US DOT Order 1050.2A)

During the performance of this agreement, the ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractor, (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

SPECIAL COVENANTS OR REMARKS

Pertinent Nondiscrimination Authorities:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), (prohibits discrimination on the basis of sex);
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- H. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

SPECIAL COVENANTS OR REMARKS

L. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

MASTER AGREEMENT
ADMINISTERING AGENCY-STATE AGREEMENT FOR
FEDERAL-AID PROJECTS

09 Mono County

District Administering Agency

Agreement No. 09-5947F15

This AGREEMENT, is entered into effective this 20 day of February, 20 19, by and between Mono County, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Congress of the United States has enacted the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 and subsequent Transportation Authorization Bills to fund transportation programs; and
2. WHEREAS, the Legislature of the State of California has enacted legislation by which certain federal-aid funds may be made available for use on local transportation related projects of public entities qualified to act as recipients of these federal-aid funds in accordance with the intent of federal law; and
3. WHEREAS, before federal funds will be made available for a specific program project, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving federal funds for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project-specific "Authorization/Agreement Summary", herein referred to as "E-76" document, is approved by STATE and the Federal Highway Administration (FHWA).
2. The term "PROJECT", as used herein, means that authorized transportation related project and related activities financed in part with federal-aid funds as more fully-described in an "Authorization/ Agreement Summary" or "Amendment/Modification Summary", herein referred to as "E-76" or "E-76 (AMOD)" document authorized by STATE and the Federal Highway Administration (FHWA).
3. The E-76/E-76 (AMOD) shall designate the party responsible for implementing PROJECT, type of work and location of PROJECT.
4. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive federal-aid funds from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these federal funds that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all of the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.
5. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT within ninety (90) days of receipt. The PARTIES agree that STATE may suspend future authorizations/obligations and invoice payments for any on-going or future federal-aid project performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned within that ninety (90) day period unless otherwise agreed by STATE in writing.
6. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of federal funds encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all of the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.
7. Federal, state and matching funds will not participate in PROJECT work performed in advance of the approval of the E-76 or E-76 (AMOD), unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT. ADMINISTERING AGENCY agrees that it will only proceed with the work authorized for that specific phase(s) on the project-specific E-76 or E-76 (AMOD). ADMINISTERING AGENCY further agrees to not proceed with future phases of PROJECT prior to receiving an E-76 (AMOD) from STATE for that phase(s) unless no further federal funds are needed or for those future phase(s).

8. That PROJECT or portions thereof, must be included in a federally approved Federal Statewide Transportation Improvement Program (FSTIP) prior to ADMINISTERING AGENCY submitting the "Request for Authorization".
9. ADMINISTERING AGENCY shall conform to all state statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.
10. If PROJECT is not on STATE-owned right of way, PROJECT shall be constructed in accordance with LOCAL ASSISTANCE PROCEDURES that describes minimum statewide design standards for local agency streets and roads. LOCAL ASSISTANCE PROCEDURES for projects off the National Highway System (NHS) allow STATE to accept either the STATE's minimum statewide design standards or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current LOCAL ASSISTANCE PROCEDURES.
11. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and, where appropriate, an executed Cooperative Agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights of way or work which affects STATE facilities.
12. When PROJECT is not on the State Highway System but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.
13. If PROJECT is using STATE funds, the Department of General Services, Division of the State Architect, or its designee, shall review the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. ADMINISTERING AGENCY shall not award a PROJECT construction contract for these types of improvements until the State Architect has issued written approval stating that the PROJECT plans and specifications comply with the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.
14. ADMINISTERING AGENCY will advertise, award and administer PROJECT in accordance with the current LOCAL ASSISTANCE PROCEDURES unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT.

15. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. While consultants may perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer, ADMINISTERING AGENCY shall provide a full-time employee to be in responsible charge of each PROJECT who is not a consultant.

16. ADMINISTERING AGENCY shall submit PROJECT-specific contract award documents to STATE's District Local Assistance Engineer within sixty (60) days after contract award. A copy of the award documents shall also be included with the submittal of the first invoice for a construction contract by ADMINISTERING AGENCY.

17. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Report of Expenditures" within one hundred eighty (180) days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LOCAL ASSISTANCE PROCEDURES.

18. ADMINISTERING AGENCY shall comply with: (i) section 504 of the Rehabilitation Act of 1973 which prohibits discrimination on the basis of disability in federally assisted programs; (ii) the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (iii) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

19. The Congress of the United States, the Legislature of the State of California and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM (Exhibit A attached hereto) and the NONDISCRIMINATION ASSURANCES (Exhibit B attached hereto). ADMINISTERING AGENCY further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of PROJECT-related work shall incorporate Exhibits A and B (with third party's name replacing ADMINISTERING AGENCY) as essential parts of such agreement to be enforced by that third party as verified by ADMINISTERING AGENCY.

ARTICLE II - RIGHTS OF WAY

1. No contract for the construction of a federal-aid PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights of way are available for construction purposes or will be available by the time of award of the construction contract.
2. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right of way for a PROJECT, including, but not limited to, being clear as certified or if said right of way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. The furnishing of right of way as provided for herein includes, in addition to all real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of relocation costs and damages to remainder real property not actually taken but injuriously affected by PROJECT. ADMINISTERING AGENCY shall pay, from its own non-matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights of way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.
3. Subject to STATE approval and such supervision as is required by LOCAL ASSISTANCE PROCEDURES over ADMINISTERING AGENCY's right of way acquisition procedures, ADMINISTERING AGENCY may claim reimbursement from federal funds for expenditures incurred in purchasing only the necessary rights of way needed for the PROJECT after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.
4. When real property rights are to be acquired by ADMINISTERING AGENCY for a PROJECT, said ADMINISTERING AGENCY must carry out that acquisition in compliance with all applicable State and Federal laws and regulations, in accordance with State procedures as published in State's current LOCAL ASSISTANCE PROCEDURES and STATE's Right-of-Way Manual, subject to STATE oversight to ensure that the completed work is acceptable under the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.
5. Whether or not federal-aid is to be requested for right of way, should ADMINISTERING AGENCY, in acquiring right of way for PROJECT, displace an individual, family, business, farm operation, or non-profit organization, relocation payments and services will be provided as set forth in 49 CFR, Part 24. The public will be adequately informed of the relocation payments and services which will be available, and, to the greatest extent practicable, no person lawfully occupying real property shall be required to move from his/her dwelling or to move his/her business or farm operation without at least ninety (90) days written notice from ADMINISTERING AGENCY. ADMINISTERING AGENCY will provide STATE with specific assurances, on each portion of the PROJECT, that no person will be displaced until comparable decent, safe and sanitary replacement housing is available within a reasonable period of time prior to displacement, and that ADMINISTERING AGENCY's relocation program is realistic and adequate to provide orderly, timely and efficient relocation of PROJECT-displaced persons as provided in 49 CFR, Part 24.

6. ADMINISTERING AGENCY shall, along with recording the deed or instrument evidencing title in the name of the ADMINISTERING AGENCY or their assignee, also record an Agreement Declaring Restrictive Covenants (ADRC) as a separate document incorporating the assurances included within Exhibits A and B and Appendices A, B, C and D of this AGREEMENT, as appropriate.

ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.

2. Upon ADMINISTERING AGENCY's acceptance of the completed federal-aid construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and FHWA and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE and FHWA. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future federal-aid projects of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE and FHWA. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.

3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the California Transportation Commission (CTC).
2. STATE'S financial commitment of federal funds will occur only upon the execution of this AGREEMENT, the authorization of the project-specific E-76 or E-76 (AMOD), the execution of each project-specific PROGRAM SUPPLEMENT, and STATE's approved finance letter.
3. ADMINISTERING AGENCY may submit signed invoices in arrears for reimbursement of participating PROJECT costs on a regular basis once the project-specific PROGRAM SUPPLEMENT has been executed by STATE.
4. ADMINISTERING AGENCY agrees, at a minimum, to submit invoices at least once every six (6) months commencing after the funds are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future authorizations/obligations, and invoice payments for any on-going or future federal-aid project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six (6) month period.
5. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.
6. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
7. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursement of actual allowable PROJECT costs already incurred and paid for by ADMINISTERING AGENCY.
8. Indirect Cost Allocation Plans/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.
9. Once PROJECT has been awarded, STATE reserves the right to de-obligate any excess federal funds from the construction phase of PROJECT if the contract award amount is less than the obligated amount, as shown on the PROJECT E-76 or E-76 (AMOD).
10. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

11. The estimated total cost of PROJECT, the amount of federal funds obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES hereto with a finance letter, a detailed estimate, if required, and approved E-76 (AMOD). Federal-aid funding may be increased to cover PROJECT cost increases only if such funds are available and FHWA concurs with that increase.

12. When additional federal-aid funds are not available, ADMINISTERING AGENCY agrees that the payment of federal funds will be limited to the amounts authorized on the PROJECT specific E-76 / E-76 (AMOD) and agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.

13. ADMINISTERING AGENCY shall use its own non-federal funds to finance the local share of eligible costs and all expenditures or contract items ruled ineligible for financing with federal funds. STATE shall make the determination of ADMINISTERING AGENCY's cost eligibility for federal fund financing of PROJECT costs.

14. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.

15. Federal and state funds allocated from the State Transportation Improvement Program (STIP) are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and STATE.

16. Federal funds encumbered for PROJECT are available for liquidation for a period of six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. State funds encumbered for PROJECT are available for liquidation only for six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. Federal or state funds not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance (per Government Code section 16304). The exact date of fund reversion will be reflected in the STATE signed finance letter for PROJECT.

17. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

18. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

19. ADMINISTERING AGENCY agrees, and will ensure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

20. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

21. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

22. Should ADMINISTERING AGENCY fail to refund any moneys due upon written demand by STATE as provided hereunder or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty 30 days of demand, or within such other period as may be agreed to in writing between the PARTIES, STATE, acting through the State Controller, the State Treasurer, or any other public entity or agency, may withhold or demand a transfer of an amount equal to the amount paid by or owed to STATE from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may withhold approval of future ADMINISTERING AGENCY federal-aid projects.

23. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, pursuant to Article IV - 22, from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

24. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover State funds improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

ARTICLE V
AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of ARTICLE V.
2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.
3. ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.
4. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year. The Federal Funds received under a PROGRAM SUPPLEMENT are a part of the Catalogue of Federal Domestic Assistance (CFDA) 20.205.
5. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.
6. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contract over \$10,000, or other contracts over \$25,000 (excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)) on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions 5, 6, 17, 19 and 20 of ARTICLE IV, FISCAL PROVISIONS, and provisions 1, 2, and 3 of this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING RECORDS RETENTION AND REPORTS.

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner as required of all other PROJECT expenditures.

9. In addition to the above, the pre-award requirements of third-party contractor/consultants with ADMINISTERING AGENCY should be consistent with the LOCAL ASSISTANCE PROCEDURES.

ARTICLE VI - FEDERAL LOBBYING ACTIVITIES CERTIFICATION

1. By execution of this AGREEMENT, ADMINISTERING AGENCY certifies, to the best of the signatory officer's knowledge and belief, that:

A. No federal or state appropriated funds have been paid or will be paid, by or on behalf of ADMINISTERING AGENCY, to any person for influencing or attempting to influence an officer or employee of any STATE or federal agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any STATE or federal contract, including this AGREEMENT, the making of any STATE or federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any STATE or federal contract, grant, loan, or cooperative contract.

B. 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 federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this AGREEMENT, grant, local, or cooperative contract, ADMINISTERING AGENCY shall complete and submit Standard Form-LLL, "Disclosure Form to Rep Lobbying," in accordance with the form instructions.

C. This certification is a material representation of fact upon which reliance was placed when this AGREEMENT and each PROGRAM SUPPLEMENT was or will be made or entered into. Submission of this certification is a prerequisite for making or entering into this AGREEMENT imposed by Section 1352, Title 31, United States Code. Any party 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.

2. ADMINISTERING AGENCY also agrees by signing this AGREEMENT that the language of this certification will be included in all lower tier sub-agreements which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

ARTICLE VII - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all state funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and the relevant Federal Regulations.
2. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
3. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE or the federal government.
4. Each project-specific E-76 or E-76 (AMOD), PROGRAM SUPPLEMENT and Finance Letter shall separately establish the terms and funding limits for each described PROJECT funded under the AGREEMENT. No federal or state funds are obligated against this AGREEMENT.
5. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT. ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.
6. ADMINISTERING AGENCY warrants, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the work actually performed, or in STATE's discretion, to deduct from the price of consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
7. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.
8. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE, FHWA or Federal Transit Administration (FTA) that may have an impact upon the outcome of this AGREEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of this AGREEMENT.
9. ADMINISTERING AGENCY hereby certifies that it does not have nor shall it acquire any financial or business interest that would conflict with the performance of PROJECT under this AGREEMENT.

10. ADMINISTERING AGENCY warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the work actually performed, or to deduct from the PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

11. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Officer who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Officer, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Officer.

12. Neither the pending of a dispute nor its consideration by the Contract Officer will excuse ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT.

13. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

14. Neither STATE nor any officer or employee thereof shall be responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under, or in connection with, any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.

15. STATE reserves the right to terminate funding for any PROJECT upon written notice to ADMINISTERING AGENCY in the event that ADMINISTERING AGENCY fails to proceed with PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT, the bonding requirements if applicable, or otherwise violates the conditions of this AGREEMENT and/or PROGRAM SUPPLEMENT, or the funding allocation such that substantial performance is significantly endangered.

16. No termination shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if not reasonably susceptible of cure within said thirty (30) day period, ADMINISTERING AGENCY proceeds thereafter to complete the cure in a manner and time line acceptable to STATE. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

17. In case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT, the terms stated in that PROGRAM SUPPLEMENT shall prevail over those in this AGREEMENT.

18. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

19. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT by their duly authorized officers.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By *Nabeel Abdin*

F Chief, Office of Project Implementation
Division of Local Assistance

Date *2/20/2019*

Mono County

By *Tony Dublino*

TONY DUBLINO
DIR. OF PUBLIC WORKS

Mono County
Representative Name & Title
(Authorized Governing Body Representative)

Date *FEBRUARY 12, 2019*

EXHIBIT A

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. 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 selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 1290-0 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

EXHIBIT B

NONDISCRIMINATION ASSURANCES

ADMINISTERING AGENCY HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the REGULATIONS), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which ADMINISTERING AGENCY receives federal financial assistance from the Federal Department of Transportation. ADMINISTERING AGENCY HEREBY GIVES ASSURANCE THAT ADMINISTERING AGENCY will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the REGULATIONS.

More specifically, and without limiting the above general assurance, ADMINISTERING AGENCY hereby gives the following specific assurances with respect to its federal-aid Program:

1. That ADMINISTERING AGENCY agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.

2. That ADMINISTERING AGENCY shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the federal-aid Program and, in adapted form, in all proposals for negotiated agreements:

ADMINISTERING AGENCY hereby notifies all bidders that it will affirmatively ensure that in any agreement entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That ADMINISTERING AGENCY shall insert the clauses of Appendix A of this assurance in every agreement subject to the ACT and the REGULATIONS.

4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where ADMINISTERING AGENCY receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where ADMINISTERING AGENCY receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That ADMINISTERING AGENCY shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the ADMINISTERING AGENCY with other parties:

Appendix C;

(a) for the subsequent transfer of real property acquired or improved under the federal-aid Program; and

Appendix D;

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid Program.

8. That this assurance obligates ADMINISTERING AGENCY for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates ADMINISTERING AGENCY or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which ADMINISTERING AGENCY retains ownership or possession of the property.

9. That ADMINISTERING AGENCY shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that ADMINISTERING AGENCY, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS, this Assurance and the Agreement.

10. That ADMINISTERING AGENCY agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this Assurance.

11. ADMINISTERING AGENCY shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any STATE assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. ADMINISTERING AGENCY shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in the award and administration of STATE assisted contracts. ADMINISTERING AGENCY'S DBE Implementation Agreement is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved DBE Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31USC 3801 et seq.)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to ADMINISTERING AGENCY by STATE, acting for the U.S. Department of Transportation, and is binding on ADMINISTERING AGENCY, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

APPENDIX A TO EXHIBIT B

During the performance of this Agreement, ADMINISTERING AGENCY, for itself, its assignees and successors in interest (hereinafter collectively referred to as ADMINISTERING AGENCY) agrees as follows:

(1) **Compliance with Regulations:** ADMINISTERING AGENCY shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

(2) **Nondiscrimination:** ADMINISTERING AGENCY, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. ADMINISTERING AGENCY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.

(3) **Solicitations for Sub-agreements, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by ADMINISTERING AGENCY for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by ADMINISTERING AGENCY of the ADMINISTERING AGENCY's obligations under this Agreement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.

(4) **Information and Reports:** ADMINISTERING AGENCY shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to ADMINISTERING AGENCY's books, records, accounts, other sources of information, and its facilities as may be determined by STATE or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of ADMINISTERING AGENCY is in the exclusive possession of another who fails or refuses to furnish this information, ADMINISTERING AGENCY shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts ADMINISTERING AGENCY has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of ADMINISTERING AGENCY's noncompliance with the nondiscrimination provisions of this agreement, STATE shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to ADMINISTERING AGENCY under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: ADMINISTERING AGENCY shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. ADMINISTERING AGENCY shall take such action with respect to any sub-agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event ADMINISTERING AGENCY becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, ADMINISTERING AGENCY may request STATE enter into such litigation to protect the interests of STATE, and, in addition, ADMINISTERING AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

The following clauses shall be included in any and all deeds effecting or recording the transfer of PROJECT real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that ADMINISTERING AGENCY will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the ADMINISTERING AGENCY all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto ADMINISTERING AGENCY and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on ADMINISTERING AGENCY, its successors and assigns.

ADMINISTERING AGENCY, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

(1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (;) (and) *

(2) that ADMINISTERING AGENCY shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (;) and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.*

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C TO EXHIBIT B

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7(a) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX D TO EXHIBIT B

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7 (b) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

(1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY, and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

Headquarters Division of
Local Assistance

FEB 20 2019

from Local Agency



R19- 06

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
AUTHORIZING THE EXECUTION OF AGREEMENTS WITH THE CALIFORNIA
DEPARTMENT OF TRANSPORTATION FOR FEDERAL AND STATE AID FUNDING
FOR THE AIRPORT ROAD REHABILITATION PROJECT**

WHEREAS, the Airport Road Rehabilitation Project (“Project”) consists of the rehabilitation of Airport Road and the portion of Hot Creek Hatchery Road from Highway 395 to the Mammoth/Yosemite Airport, in Mono County; and

WHEREAS, the Project was originally identified as a priority project by the Board of Supervisors in 2013 and thereafter programmed for State Transportation Improvement Program (“STIP”) funding in 2014; however, the Project was delayed significantly because of a lack of available funding in the 2016 STIP funding cycle; and

WHEREAS, the Project has been consistently included in the County’s 5-Year Road Capital Improvement Program as a high priority project, including the most recent version of the 5-Year Road Capital Improvement Program approved by the Board of Supervisors on October 2, 2018; and

WHEREAS, consistent with applicable sections of the California Streets and Highways Code and STIP Guidelines prepared by the California Department of Transportation (“Caltrans”), the County has been allocated certain federal and state funds to be utilized for the Project, and

WHEREAS, in order to receive such funds, the County must approve and execute certain Caltrans agreements governing its use of such funds when contracting for the services and/or work necessary to prepare, plan, and complete the Project; and

WHEREAS, in order to receive funds necessary to complete the Project following the approval and execution of these Caltrans agreements, the County will be required to approve and execute certain allocation letter(s) and finance letter(s) for additional components of the Project.

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

3 **SECTION ONE:** It has reviewed and hereby approves the following agreement between
4 the County and Caltrans governing the receipt and use of federal and state aid for the Project and
5 other similar projects: “Master Agreement: Administering Agency-State Agreement for Federal-
6 Aid Project [Caltrans Agreement No. 09-5947F15]” (“Master Agreement”).

7 **SECTION TWO:** It has reviewed and hereby approves the following agreement between
8 the County and Caltrans governing the receipt and use of federal and state aid for environmental
9 review and permitting related to the Project: “Program Supplement No. F018 to Administering
10 Agency-State Agreement for Federal-Aid Projects No. 09-5947F15” (“Project Supplement”).

11 **SECTION THREE:** It hereby authorizes and directs the Director of the Mono County
12 Public Works Department to execute and process both the Master Agreement and the Project
13 Supplement.

14 **SECTION FOUR:** It hereby authorizes and directs the Director of the Mono County
15 Public Works Department to execute and process all future allocation letter and finance letter
16 with Caltrans for the Project; provided that such future allocation letter(s) and finance letter(s)
17 are substantially similar to, contain terms and conditions consistent with those included in the
18 Project Supplement, and will lead to the timely reimbursement of County funds associated with
19 the completion of the Project.

20 **SECTION FIVE:** It hereby directs the Director of the Mono County Public Works
21 Department to bring future project supplements (and future allocation letters and future finance
22 letters) for other projects to the Board of Supervisors for its separate review and approval.

23
24
25 **PASSED, APPROVED and ADOPTED** this 12th day of February, 2019, by the following vote,
26 to wit:

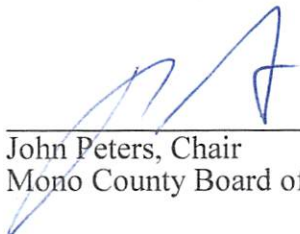
27
28 **AYES: Supervisors Corless, Gardner, Halferty, Peters and Stump.**

29 **NOES: None.**

30 **ABSENT: None.**

31 **ABSTAIN:None.**

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John Peters, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:



Shannon Kendall
Clerk of the Board




County Counsel

The foregoing instrument is a full, true and correct copy
of an original record on file in my office.

Attest: 2/13/19

Clerk-Recorder / Registrar / Clerk of the Board
County of Mono
State of California

By: 

Sr. Deputy Clerk





The foregoing instrument is a full, true and correct copy of an original record on file in my office.

Attest: _____

Clerk-Recorder / Registrar / Clerk of the Board
 County of Mono
 State of California

By: _____

STATE OF CALIFORNIA - COUNTY OF MONO



MONO COUNTY
DEPARTMENT OF PUBLIC WORKS

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

TRANSMITTAL

To: Mr. John Hoole
Department of Transportation
Division of Local Assistance
P.O. Box 942874, MS#1
Sacramento, CA 94274-0001

From: Garrett Higerd *GRH*

Date: February 12, 2019

Re: Administering Agency-State Master Agreement No. 09-5947F15
Program Supplement Agreement No. 018-F for the Airport Road Rehabilitation
Project, RSTPL-5947(059)

Via: First Class Mail Inter-Office Mail Hand-Delivery Other: email _____

See certified Board of Supervisors resolutions and signed agreements attached. If you have any questions, feel free to give me a call.

File: Airport Road Rehabilitation Project



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

REGULAR AGENDA REQUEST

Print

MEETING DATE May 21, 2024

Departments: Public Works

TIME REQUIRED

SUBJECT Mono County Jail Site Work Bid
Package Authorization

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Authorization to Bid and Award Project 9646-4 Site Preparation in support of the Bridgeport Jail Project.

RECOMMENDED ACTION:

1. Approve the attached bid package and authorize the Public Works Department to advertise the project for bids. Authorize the Public Works Director to execute the contract contained in the attached bid package with the lowest responsible bidder in an amount equal or less than the estimated cost, plus 15 percent contingency, and issue change orders from time to time as necessary. 2. Authorize the Public Works Director to reject all bids if no bid is received that is less than the estimated cost, plus 15 percent contingency.

FISCAL IMPACT:

This project is expected to cost approximately \$400,000. Actual costs will be known upon bid opening. The project is funded with unspent debt proceeds in the Criminal Justice Facility Capital Projects Fund.

CONTACT NAME: Kalen Dodd

PHONE/EMAIL: 760 616 4926 / kdodd@mono.ca.gov

SEND COPIES TO:

kdodd@mono.ca.gov

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Project Manual I IFB
<input type="checkbox"/> Project Manual II Sample Contract
<input type="checkbox"/> Project Manual III Technical Specifications

[Project Manual III Technical Specifications Geotech Investigation](#)

[Project Manual III Technical Specifications Geotech Memo](#)

[Project Manual III Plans](#)

History

Time	Who	Approval
5/14/2024 2:08 PM	County Counsel	Yes
5/16/2024 12:37 PM	Finance	Yes
5/16/2024 12:46 PM	County Administrative Office	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

Date: May 21st 2024
To: Honorable Chair and Members of the Board of Supervisors
From: Kalen Dodd, County Engineer
Re: Authorization to Bid and Award of project 9646-4, Site Preparation in support of the Bridgeport Jail Project

Background:

With Senate Bill (SB) 844, Mono County was awarded a \$25,000,000 grant to assist in replacing the Mono County Jail in Bridgeport. The Board selected the option to construct a new facility at the Old Hospital site in February 2017. To prepare for the Jail Construction, the existing Hospital was demolished, and some site utilities were reconfigured to serve the clinic and paramedic building that will remain.

Discussion:

The project geotechnical engineer recommended that the soils beneath the new jail be densified by a process known as Rapid Impact Compaction (RIC) which will mitigate the potential for liquefaction and settlement of the soil during a seismic event.

This project will densify the soils with RIC, and also include precise grading of the building pad, in preparation for the new jail foundation.

This project is expected to cost approximately \$400,000. Actual costs will be known upon bid opening. This work will be paid with Mono County's Criminal Justice Facility Capital Projects Fund.

Please contact me at kdodd@mono.ca.gov, if you have any questions regarding this item.

Respectfully submitted,

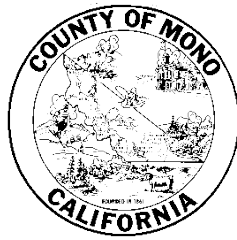
Kalen Dodd
County Engineer

Attached: Proposed IFB – Agreements and related Exhibits

PROJECT MANUAL
FOR
MONO COUNTY JAIL
SITE PREPARATION PROJECT

Project # 9646-4

MONO COUNTY, CALIFORNIA



Invitation for Bids
Instructions to Bidders
Proposal Forms
Sample Standard Agreement
Technical Specifications

CONTRACTING AGENCY:

COUNTY OF MONO

Department of Public Works

PO Box 457

74 North School Street

Bridgeport, California 93517

760.932.5452

May 2024

NO MANDATORY PRE-BID MEETING:

Is scheduled. Contact
kdodd@mono.ca.gov to arrange a site visit.

BID SUBMITTAL DEADLINE:

3:00 pm, Wednesday June 12th 2024
Clerk of the Board of Supervisors
74 North School Street / P.O. Box 237
Bridgeport, California 93517

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INVITATION FOR BIDS

Mono County Jail – Site Preparation Project

Notice is hereby given that the Mono County (“County”) Department of Public Works calls for bids from qualified General Engineering contractors for the MONO COUNTY JAIL – SITE PREPARATION PROJECT (“Project”). The purpose of this Project is to mitigate liquefaction potential of soils with rapid impact compaction (RIC), install new underground utilities from the street to within the new jail footprint, to precisely grade the site, and certify that the grading matches the plan with a topographic survey. The project is in Bridgeport, CA.

Contractors and Subcontractors must be 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 provides the requirements for the Project. The Project Manual, is available on the Mono County Bid Management system at <https://bids.monocounty.ca.gov/> .

You can ask questions about the project by using the Bid Management System, or by email - kdodd@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 if the Board of Supervisors determines, by a four-fifths vote, that the work can be performed more economically by its own employees.

All work must be completed within **25 working days** from the date of issuance of the Notice to Proceed.

No prebid meeting is scheduled. Contractors are expected to visit the site before bidding. The site is open to the public and may be visited at any time during normal working hours.

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

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



Kalen Dodd, PE
Mono County Department of Public Works

INSTRUCTIONS TO BIDDERS

Mono County Jail – Site Preparation Project

1. BID DOCUMENTS

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

2. 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 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.
- 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 **JAIL SITE PREPARATION** 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

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 the appropriate California Contractors License(s)
- C. Attention is directed to the provisions of Article 4, Chapter 9, of the California Business and Professions Code concerning the licensing of contractors. All bidders, contractors, and subcontractors shall be licensed in accordance with the laws of the State of California and any bidder, contractor, or subcontractor not so licensed is subject to the penalties imposed by such laws. All bidders, contractors, and subcontractors shall possess the appropriate licenses to cover the above advertised work. The County will verify that the successful bidder, as well as any contractor and any subcontractor, is appropriately licensed to perform Project work designated prior to awarding any contract pursuant to this Invitation for Bids.

19. LABOR REQUIREMENTS

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

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

20. PROJECT SCHEDULE AND LIQUIDATED DAMAGES

The Project and all related work shall be completed within the number of working days stated in Exhibit 1 of the Agreement from the date of issuance of the Notice to Proceed. Liquidated Damages are stated in Exhibit 1.

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

Mono County Jail – Site Preparation Project

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 MONO COUNTY JAIL – SITE PREPARATION PROJECT (“Project”) in strict accordance with the Project Manual, which include the Instructions to Bidders, Specifications, 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 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)

PROPOSAL FORMS
Mono County Jail – Site Preparation Project

No	Spec Reference	Item	Quantity	Units	Price per Unit	Item Price
1	8	Mobilization	1	LS		
2	13	Water Pollution Control	1	LS		
3	30	Rapid Impact Compaction	1	LS		
4	32	Certified Pad Grading	1	LS		

Total: _____

LIST OF SUBCONTRACTORS

Mono County Jail – Site Preparation Project

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
Mono County Jail – Site Preparation Project

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.

COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS

DISCLOSURES AND CERTIFICATIONS

Mono County Jail - Site Preparation Project

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

QUESTIONNAIRE A

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

Yes: _____ No: _____

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

QUESTIONNAIRE B

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

Yes: _____ No: _____

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

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

WORKERS' COMPENSATION CERTIFICATION

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

NON-COLLUSION AFFIDAVIT

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

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

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

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

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

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

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

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

Subcontractor Name

Subcontractor Signature

Date

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

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

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

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

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

BIDDER'S QUALIFICATION STATEMENT

Mono County Jail - Site Preparation Project

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 narrative of the Contractor's experience and involvements in site grading or rapid impact compaction 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.



PROJECT EXPERIENCE WITH GRADING OR RAPID IMPACT COMPATION 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

MONO COUNTY JAIL - SITE PREPARATION PROJECT

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 SITE PREPARATION 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 in any twelve-month period, plus 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 \$2,000,000 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.

10. 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 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 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.

11. RECORDS AND AUDIT

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

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

12. 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.

13. 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 shall not apply.

14. 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.

15. 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.

16. 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 22.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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 22.

22. 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.

23. 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:
Mono County Public Works Department
Paul Roten, Public Works Director
PO Box 457
Bridgeport, CA 93517
PRoten@mono.ca.gov

Contractor:
CLICK HERE TO ENTER TEXT
CLICK HERE TO ENTER TEXT
CLICK HERE TO ENTER TEXT
CLICK HERE TO ENTER TEXT
CLICK HERE TO ENTER TEXT

24. 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. For purposes of the agreement a photocopy, facsimile, .pdf, and electronically scanned signatures, including but not limited to DocuSign or similar service, shall as deemed to be as valid and as enforceable as an original.

25. ENTIRE AGREEMENT

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

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS, 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 THE COUNTY OF MONO
AND CLICK HERE TO ENTER TEXT
FOR THE PROVISION OF SITE PREPARATION SERVICES**

TERM:

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

SCOPE OF WORK:

The Scope of Work is shown by the attached plans, and technical specifications.

Tasks performed in completing the Scope of Work shall follow generally-accepted practices for the construction industry and shall meet the minimum requirement and guidelines established by the Plans, Specifications and Contract Documents.

Tasks not explicitly stated or called for, but that can be reasonably inferred to be necessary for the work to be complete and functional for the intended purpose, in accordance with generally accepted practices shall be included in the scope of work.

ATTACHMENT B

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

TERM:

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

SCHEDULE OF FEES:

The County will pay to the Contractor the unit price stated in the Proposal Forms, Bid Schedule for the number of units of each item in accordance with the corresponding payment section written in the Technical Specifications.

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](#) SITE PREPARATION 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 40 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 \$3,000 per day, as liquidated damages, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above. This sum is based on the recommended calculation located in the Caltrans Local Assistance Procedures Manual at page 12-20 available at http://www.dot.ca.gov/hq/LocalPrograms/lam/prog_p/lapmcomplete-2-2012.pdf.

14.3 BREACH.

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

SECTION 15. PROJECT CLOSEOUT

15.1 "As-Built" Drawings.

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

EXHIBIT 2

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

PREVAILING WAGES AS OF: 5/14/2024

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 SITE PREPARATION 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:

Hospital building demolition and site utility relocation

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:

Hospital building demolition and site utility relocation

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 SITE PREPARATION SERVICES

INVOICING, PAYMENT AND RETENTION

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

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

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

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

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

EXHIBIT 5

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

TRENCHING

1. As required by Labor Code Section 6705, prior to commencing excavation of any trench in excess of five feet in depth, Contractor shall submit for review and approval by the County Engineer, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. The Plan shall be at least as effective as the protective system required by Construction Safety Orders issued by the California Division of Occupational Safety and Health.

2. Pursuant to Public Contract Code Section 7104, if Contractor undertakes the digging of a trench or other excavation that extends deeper than four feet below the surface Contractor shall promptly, and before the following conditions are disturbed, notify the Project Manager, in writing, of any:

(A) Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

(B) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

(C) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

3. In the event that notice is provided pursuant to paragraph 2 above, the County will promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.

4. In the event that a dispute arises between the County and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this Agreement, but shall proceed with all work to be performed under this Agreement. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the parties.

SECTION III

TECHNICAL SPECIFICATIONS

MONO COUNTY JAIL – SITE PREPARATION PROJECT

COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS

TECHNICAL SPECIFICATIONS

Mono County Jail - Site Preparation

Project 9646-4

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1 DESCRIPTION OF WORK

The purpose of this Project is to mitigate liquefaction potential of site soils with rapid impact compaction (RIC), and to precisely grade the site, and certify that the grading matches the plan with a topographic survey.

Work shall conform to the State of California (Caltrans) 2022 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, 2022 edition.

Submittals:

The Contractor shall provide an electronic file of submittals for each item or material required in the following sections of these technical specifications. Submittals shall be sent to the Engineer via email.

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 may affect availability of local hotels.

The engineer may increase or decrease blackout 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.

No equipment or construction materials shall be stored or staged within the County Road right of 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

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:

If the lump sum price bid is 15% of the total contract price or less, the entire lump sum will be payable after mobilization occurs.

If the lump sum price bid is greater than 15% of the total contract price, the lump sum price bid will be paid on a percentage of the entire contract completed basis.

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:

If the Contractor needs to block traffic on Twin Lakes Road, The Contractor shall submit a traffic control plan prepared by a Civil Engineer. Applicable Caltrans Standard Plans (T-sheets) or applicable MUTCD figures 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 during non-working hours.

During working hours, 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 road right of way before the end of each workday.

Payment:

Full compensation for TRAFFIC CONTROL shall be considered as included in the contract prices paid for the various other items of work.

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.

Materials:

Fiber rolls

Other BMP's as determined by the Engineer 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 shall have Fiber rolls available in the instance that a rainstorm is predicted while there is sediment on 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 lump sum price bid will be paid on a percentage of the entire contract completed basis.

15 EXISTING FACILITIES

General:

Existing facilities to remain:

Some Existing underground utility lines may not accurately shown on the plans. The Contractor shall be responsible for locating and field verifying the location of all existing utilities that are to remain functional prior to the start of construction activities and protecting all facilities to remain during construction. Engineer shall be notified of utility conflicts. Damage caused by the Contractor to existing facilities shall be repaired immediately.

Some Existing overhead utility lines may not be 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.

Should utility work be necessary, The Contractor shall coordinate and cooperate with utility agencies that may self perform some work to disconnect/reconnect utilities.

Construction:

Backfill trenches, holes, depressions, and pits. Backfill with material equal to or better than the surrounding material. Grade backfilled areas to drain and blend in with the surrounding area in accordance with the plans.

Clean earth and other foreign material, including concrete, from material to remain or be salvaged or incorporated into the work. Dispose of removed facilities not to be salvaged or incorporated into the work. If you damage a facility or a portion of a facility to remain in place, repair or replace it. The repair or replacement must be equal or better in quality than the original portion.

Repair or replace materials to remain or be salvaged or incorporated into the work that are lost or damaged during work activities. The repair or replacement must be equal or better in quality than the original portion. Instead of this repair or replacement, the Department may deduct the repair or

replacement cost.

Replace material from existing facilities described to be reused in the work if the Engineer determines the material is unsuitable. Furnishing the replacement material is change order work.

Removing Concrete:

Concrete building foundations encountered shall be removed. Any other concrete objects within the area shown on the plans shall be removed.

Concrete removal includes removal of any steel embedded in the concrete. Before removing a portion of a monolithic concrete element, make a 1-inch-deep saw cut to a true line along the limits of removal on faces of the element that will be visible in the completed work. Protect existing reinforcement to be incorporated into the new work from damage. Where new concrete is to join existing concrete, remove enough concrete to allow splicing of new reinforcement.

Salvaging Materials:

You may salvage demolished or removed materials instead of disposing of them. You may temporarily store materials you want to salvage at the job site. Stockpiles must be covered to prevent sediment transport or blowing debris. The County may accept some salvaged material. Obtain permission from the Engineer before transporting salvaged material to any County facility.

Payment:

Full compensation for EXISTING FACILITIES shall be considered as included in the contract prices paid for the various other items of work.

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.

Regularly water the site with a water truck.

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.

30 RAPID IMPACT COMPACTION

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes: All material, equipment, construction, and testing requirements for the Rapid Impact Compaction (RIC) ground improvement system.
- B. Provision of all equipment, material, labor, and supervision to perform RIC compaction. Design shall rely upon subsurface information in the project geotechnical report.
- C. Related Sections include the following:
 - 1. Geotechnical Investigation dated March 2022 as prepared by Construction Materials Engineers, Inc. Obtain from Mono County.
 - 2. Geotechnical Data Memorandum (Revision 1) dated February 2024 as prepared by Construction Materials Engineers, Inc. Obtain from Mono County.
 - 3. 13 Water Pollution Control
 - 4. 32 Certified Pad Grading

1.2 DESCRIPTION OF RIC SYSTEM

- A. Rapid Impact Compaction (RIC) consists of compacting soil/fill with special equipment to obtain increased density.
 - 1. Mitigate liquifiable zones from the ground surface to the lowest liquifiable zone as indicated in the Geotechnical Data Memorandum (Revision 1) dated February 2024.

1.3 SUBMITTALS

- A. RIC Submittal: The RIC Contractor shall submit RIC shop drawings and a RIC workplan for approval at least 2 weeks prior to the beginning of RIC compaction, unless otherwise approved in writing by the Geotechnical Engineer of Record (GEOR). Required submittal documents include:
 - 1. RIC Shop Drawings: These drawings must clearly indicate the limits of RIC compaction and the maximum center-to-center spacing of RIC compaction points.
 - 2. RIC Workplan: The RIC Contractor must provide a workplan narrative that includes the following:
 - a. Recommendations for pre-RIC and/or post-RIC subgrade preparation, if additional work is needed to meet the performance standards outlined in section 1.6.
 - b. Locations of proposed post-installation Cone Penetration Testing (CPT).
 - c. Anticipated schedule for post-installation testing and analysis.
- B. RIC Daily Progress Reports: The RIC Contractor shall furnish a record of RIC compaction to the General Contractor and GEOR. The record shall indicate the general area of RIC compaction on the site per day. The RIC Contractor shall immediately report any unusual conditions encountered during installation to the General Contractor and the GEOR.

1.4 QUALITY ASSURANCE

- A. The Owner is responsible for retaining an independent firm to provide Quality Assurance services. The Testing Company should be the GEOR.
- B. The Testing Company shall:
 - 1. Monitor the RIC test section and RIC production.
 - 2. Report any discrepancies between the Approved Work Plan and Approved Shop Drawings to the RIC Contractor and General Contractor immediately upon discovery of such discrepancy.

1.5 REFERENCE DATA

- A. Site specific geotechnical data shall be provided to the RIC Contractor.
- B. Prior to the bid all pertinent site, geotechnical, and structural information including: soil reports, soil borings, laboratory test data, monitoring well data, foundation loading, site grading, and utility information shall be provided to the RIC Contractor.
- C. Cone Penetration Test – CPT ASTM D5778
- D. Dynamic Cone Penetration Test ASTM STP 399

1.6 RIC IMPROVEMENT REQUIREMENT

- A. For this project, the post-RIC improvement performance requirements are:
 - 1. Liquefaction Induced Total Settlement Less than 1-inch
 - 2. Liquefaction Induced Differential Settlement Less than ½-inch
 - 3. Liquefaction Induced Differential Settlement Gradient Less than 0.002L (L is distance between any two points)
 - 4. Ultimate Bearing Pressure during Liquefaction Event 6,000 psf
- B. The RIC Contractor shall perform liquefaction analyses using the post-RIC improvement CPTs and following analyses parameters:
 - 1. Liquefaction induced building settlement shall include volumetric strain related, deviatoric (i.e., shearing) related, and ejecta related settlement.
 - 2. Liquefaction induced building settlement shall be calculated using a software approved by the GEOR (e.g., CLiq).
 - 3. Input parameters for the liquefaction analyses shall comply with:
 - a. Using Boulanger & Idriss (2014) methodology
 - b. Peak Ground Acceleration (PGA) = 0.60 g
 - c. Design earthquake magnitude (M_w) = 6.6
 - d. Design groundwater elevation = elevation 6,478 feet
 - e. Depth weighting factors (i.e., “Weighting factor for ε_v) shall not be applied
 - f. Thin layer corrections may be applied
 - g. Transitional layer detections may be applied
 - h. CPT inputs may be averaged for up to a 0.5ft interval
 - i. I_c cut-off value of 2.60 or higher

- j. For deviatoric related settlement, most critical (i.e., largest deviatoric settlement) foundation shall be analyzed
- 4. The RID Contractor liquefaction analyses shall be performed and stamped by a Professional Civil Engineer registered in the State of California
- 5. Raw CPT data and liquefaction analyses (including program files) shall be transmitted to the GEOR in electronic format

1.7 SITE HAZARD ASSESSMENT

- A. There is no known history of onsite underground petroleum on this site. There are no known hydrocarbons or metals on site.

PART 2 PRODUCTS

2.1 APPROVED RIC CONTRACTORS

- A. RIC Contractor shall have experience with projects of similar size and type.

2.2 ACCEPTABLE FILL MATERIALS

- A. Fill material to be used in the RIC craters that require re-compaction and in areas where excavation of obstructions or soft soil is required shall be cohesionless material, sand and gravel with less than 10 percent passing the #200 sieve. In areas where ground water is encountered, fill material shall be primarily sand and gravel with less than 5 percent passing the #200 sieve or as approved by the GEOR.

PART 3 EXECUTION

3.1 GENERAL

- A. Construction of the RIC ground improvement shall be in accordance with Approved RIC Shop Drawings unless otherwise approved by the GEOR.
- B. Contractor shall prepare the site prior to RIC as necessary to achieve the requirements of this specification.
- C. Where required, RIC compaction craters shall be backfilled with acceptable fill materials and re-compacted with RIC process as approved by the GEOR.
- D. Where required by the GEOR, additional RIC compaction shall be performed.

3.2 SITE GRADING AND STABILIZATION

- A. Prior to RIC equipment mobilization, the Contractor shall:
 - 1. Clear, grub, and grade the site area to be RIC compacted such that it is capable of supporting equipment utilized by the RIC Contractor.
 - 2. Grade the site such that water will not pond.
 - 3. Remove any boulders, large debris, or rubble that are uncovered during grading operations or during RIC operations that may interfere with RIC effectiveness and replace with granular fill noted in section 2.2.

3.3 RIC LAYOUT

- A. The RIC Contractor shall be responsible to coordinate the layout of the RIC improvement area to be compacted prior to mobilization. See drawings for provided coordinates as reference. The RIC Contractor shall provide layout of individual compaction points during RIC production.

3.4 RIC PRODUCTION COMPACTION

- A. The RIC system shall be constructed by using a modified pile driving hammer and a large compaction foot. Special high-energy impact ramming apparatus shall be used to produce the RIC ground improvement system.
- B. Where required, the ground surface shall be ripped prior to RIC compaction as approved by the GEOR.
- C. RIC production shall proceed based on the layout and compaction procedure submitted by the RIC contractor. Impact craters that are 24 inches deep or deeper shall be filled with acceptable fill material and recompacted with RIC. Any crater that has been filled and recompacted and exhibits deflections of 24 inches or greater following secondary recompaction shall be identified as an area requiring additional compaction.
- D. Site areas that are found to be excessively soft following RIC re-compaction with craters 24 inches deep or deeper, or obstructions (boulders, concrete slabs or blocks, tree trunks, etc.) shall be
 - 1. Overexcavated and replaced with approved granular fill and recompacted with RIC, or
 - 2. Mitigated by means and methods other than RIC as directed by the GEOR.
- E. The horizontal and vertical extents of the excavation shall be documented by the GEOR to ensure that these areas have been adequately compacted and for payment purposes. Over excavation shall be performed by the General Contractor. Replacement activities shall be performed by the General Contractor in a timely manner to prevent interruption of the RIC operation.
- F. All utilities and other surface and subsurface installations shown on the plans shall be located and identified and isolation trenches constructed as shown on the plans for protection. Utility protection may be modified in the field depending on the observed influence of RIC and as directed by the OWNER.

3.5 RIC QUALITY CONTROL AND QUALITY ASSURANCE

- A. The RIC contractor shall immediately report any unusual conditions encountered during compaction to the General Contractor and to the GEOR.
- B. The GEOR's onsite representative shall observe and document RIC operations including initial compaction and, where needed, secondary compaction. Where and when encountered, the GEOR's onsite representative shall observe and document horizontal and vertical extents and direct excavation of areas that show the presence of obstructions or excessively soft or loose soils.
- C. Post-RIC Cone Penetration Tests (CPT) shall be advanced by the RIC Contractor to 20-feet below ground surface or cone refusal deeper than 10-feet below ground surface at locations adjacent to the pre-RIC CPT locations shown in the Geotechnical Data Memorandum (Revision 1). Liquefaction, settlement, and bearing pressure analyses and raw CPT data to be provided to the GEOR for review.

3.6 RIC ACCEPTANCE

A. Upon acceptance of the project, the GEOR shall submit a letter that confirms that RIC has been satisfactorily performed in accordance with the plans and specifications.

3.7 PAYMENT

A. The lump sum price bid for RIC compaction shall be paid upon acceptance.

32 CERTIFIED PAD GRADING

General:

All work performed in connection with CERTIFIED PAD GRADING shall conform to the attached plan sheets prepared by Lionakis and NCE.

Submittals:

Documentation for imported fill, aggregate base, or rock, delivery receipts for same.

Documentation for culvert pipe if required.

Memo from licensed land surveyor certifying that finished grading conforms precisely to the above-referenced plans.

Construction:

The Contractor shall cause a licensed land surveyor to stake the site for precise grading. Perform necessary work to construct the certified pad per the above-referenced plans.

Acceptance:

Upon completion of grading, the Contractor shall cause a licensed land surveyor shall provide a letter to the Engineer, certifying that the site conforms to the plans.

Payment:

The lump sum price bid will be paid on a basis of percentage of the Certified Pad Grading task completed.

GEOTECHNICAL INVESTIGATION **MONO COUNTY JAIL BRIDGEPORT, CALIFORNIA**



**CONSTRUCTION
MATERIALS
ENGINEERS, INC.**



PREPARED FOR:

LIONAKIS

**MARCH 2022
FILE: 2753**



300 Sierra Manor Drive, Suite 1
Reno, NV 89511

March 2, 2022
File: 2753

Mr. Mike Davey, AIA
LIONAKIS
1919 Nineteenth Street
Sacramento, CA 95811

**RE: Geotechnical Investigation
Mono County Jail
221 Twin Lakes Road
APN 08-080-007
Bridgeport, Mono County, California**

Dear Mr. Davey:

Construction Materials Engineers Inc. (CME) is pleased to submit our geotechnical investigation report for the proposed Mono County Jail site to be located at 221 Twin Lakes Road, Bridgeport, Mono County, California.

The following report includes the results of our field investigation, laboratory testing and presents construction recommendations related to the subsurface fiber optic installation. We wish to thank you for the opportunity to provide our services and look forward to working on future endeavors together.

Please feel free to call us should you have any questions or require additional information.

Sincerely,

CONSTRUCTION MATERIALS ENGINEERS, INC.

Nicholas R. Anderson, PE
Geotechnical Project Manager
nanderson@cmenv.com
Direct: 775-737-7578
Cell: 916-705-1959

A handwritten signature in blue ink that reads 'Stella Hardy'.

Stella A. Hardy, PE
Geotechnical Project Manager
shardy@cmenv.com
Direct: 775-737-7576

NRA:SAH:nra
V:\Active\2753\report\Final\Geotechnical Investigation - Mono County Jail.docx

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APPENDIX D

Liquefaction Analysis Calculations

GEOTECHNICAL INVESTIGATION

MONO COUNTY JAIL

APN 08-080-007

BRIDGEPORT, MONO COUNTY, CALIFORNIA

1.0 INTRODUCTION

Presented herein are the results of Construction Materials Engineers Inc. (CME) geotechnical exploration, laboratory testing, and associated geotechnical design recommendations for the Mono County Jail project.

Recommendations contained herein are based on surface/subsurface conditions encountered during our field exploration and on details of the proposed project as described in this report. The objectives of this study were to:

1. Investigate general geologic and groundwater conditions pertaining to design and construction of the proposed development.
2. Provide geotechnical recommendations for design and construction of the project.

The area covered by this report is included on Plate A-1 (Exploration Location Map) in Appendix A. Our study included subsurface exploration, laboratory testing, and engineering analysis to identify the physical and mechanical properties of the various on-site materials. Results of our field exploration and testing programs are included in this report and form the basis for all conclusions and recommendations presented herein.

2.0 PROJECT DESCRIPTION AND SITE CONDITIONS

2.1 PROJECT DESCRIPTION

The project is currently in the conceptual planning phases; however, it is understood that site improvements will include:

- Demolition of the existing structure and construction of the proposed jail facility;
- Earthwork cuts and fills less than 3 feet are anticipated to provide level building pad and promote positive drainage across the site;
- Construction of a single story 22,000 square foot (sf) concrete masonry unit (CMU) structure with slab-on-grade construction;
- Construction of a 60-foot-tall radio/dispatch tower located in the southeastern quadrant of the site (foundation design to be performed by the tower vendor/contractor);
- Structure loading is anticipated to be on the order of 2 to 8 kips per linear foot for continuous spread footings and up to 60 kips for isolated column footings;
- Appurtenant construction may include:
 - Paved parking, entrance driveway;
 - Underground utilities; and
 - Sidewalks with curb and gutter.

2.2 GENERAL SITE DESCRIPTION

The site consists of a 3.4-acre parcel located on the east side of Twin Loads Road approximately ¼-mile south of Main Street (US 395) in Bridgeport, California.

Currently, the existing structures serve as a multipurpose medical/fire response facility. Structures located on the northern edge of the parcel, which are associated with paramedics and the fire department, will remain. The existing 19,000± sf structure, previously used as a medical center, will be demolished to allow the construction of the new facility. Figure 1 presents a site layout.

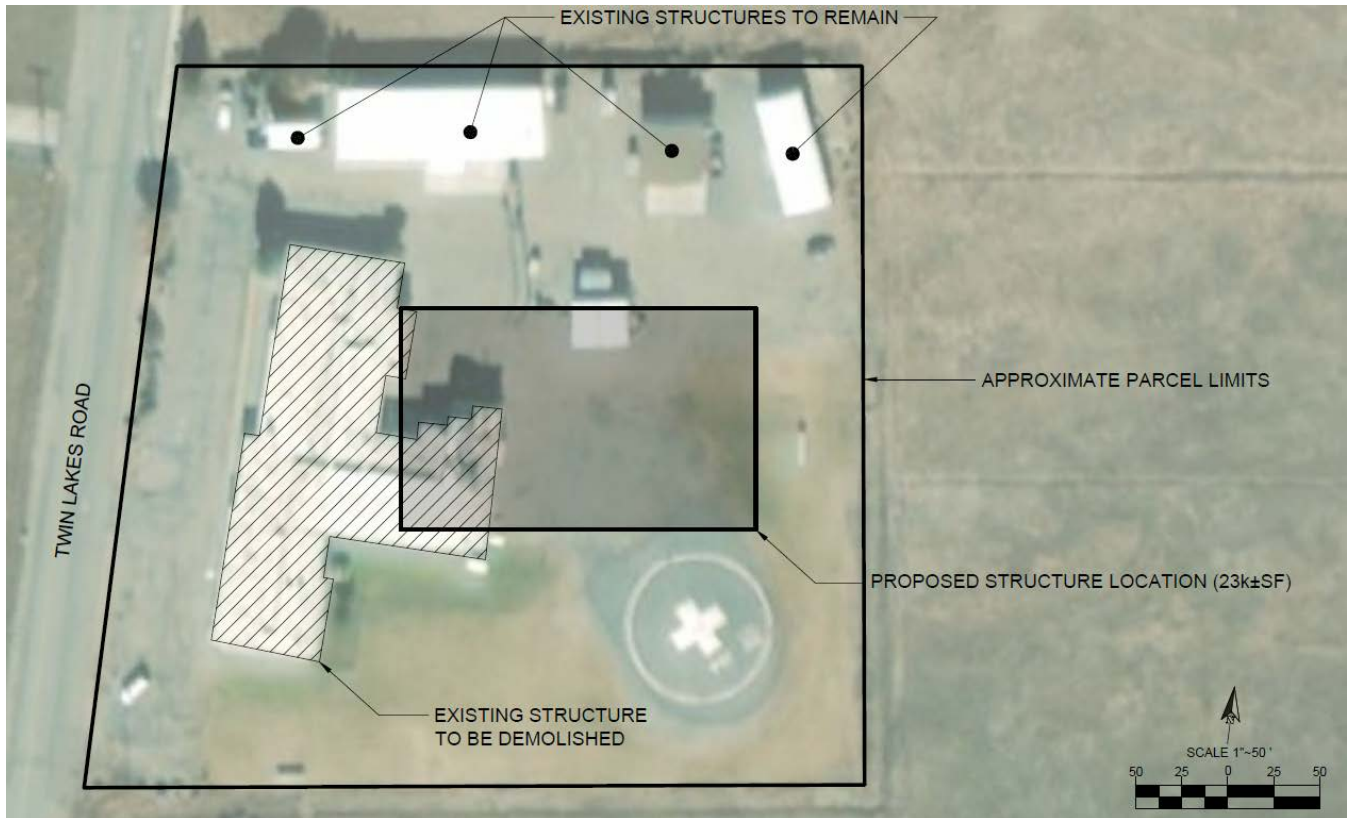


Figure 1: Site Plan

Except for the southeast quadrant of the site, the majority of the parcel, outside the structure footprints, is paved. The southeast quadrant is unpaved except for the helicopter pad. The existing pavement is generally in a failed condition.

It appears the parcel was raised with structural fill above the existing grade, as the site perimeter, except for the west side adjacent to Twin Lakes Road, is approximately 3± feet higher than the undeveloped land.

The new jail pad site appears to drain to the east, as site topography within the proposed jail footprint generally varies from elevation 6,479 feet to 6,477 (west to east). The existing embankment pad fill slope gradients are located on the northern, eastern, and southern edges of the pad at 2H:1V to 3H:1V.

3.0 SUBSURFACE EXPLORATION

3.1 EXPLORATORY BORINGS

The subsurface exploration was performed on March 25th and March 29th, 2021. Exploration included four (4) vertical test borings using solid stem auger, hollow stem auger, and mud rotary techniques drilled to depths of up to 60 feet below the existing ground surface (bgs). The soil profile encountered was sampled in-place at approximate 2½ to 5 foot intervals using split spoon samplers¹ to the termination depth at each exploration location.

Soil samples were visually examined and classified during exploration in general accordance with ASTM D2488 and subsequently updated in general accordance with ASTM D2487 where applicable. Exploration locations (Plate A-1), boring logs (Plate A-2), USCS chart (Plate A-3), and rock description chart (Plate A-4) are included as Appendix A.

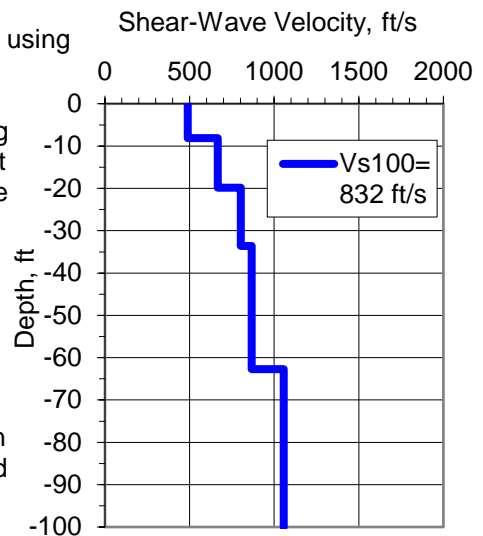
3.2 GEOPHYSICAL (REMI) TESTING

Our firm completed one shear wave (S-wave) velocity measurements using the Refraction Microtremor (ReMi) at the subject site.

The DAQlink 4 24-bit acquisition system (Seismic Source/Optim) utilizing a multichannel geophone cable with twelve (12) geophones, placed at an approximate spacings of 25 feet, was used to obtain surface wave data.

Vertical geophones with resonant frequencies of 10 Hz measure surface wave energy from broad band ambient site noise across the geophone array (i.e. ReMi setup location) for multiple 30-second iterations.

The Vs100' represents the average shear wave velocity profile based on travel time from the ground surface to a depth of 100 feet at the tested location. Based on the ReMi, the Vs100' for the site is approximately 832 feet per second (fps).



4.0 LABORATORY TESTING

Soil testing performed in CME's laboratory was conducted in general accordance with the standards and methodologies described in Volume 4.08 of the ASTM Standards. Significant soil types were selected and analyzed to determine index properties. The following laboratory tests were completed as part of this investigation:

- In situ moisture content (ASTM D2216);
- Grain size distribution (ASTM D6913);
- Plasticity index (ASTM D4318);
- R-value (ASTM D2844);
- Water-Soluble Sulfate Content (ASTM C1580).

Laboratory test results for the subsurface exploration are presented included in Appendix A & B.

¹ The number of blows to drive the sampler the final 12 inches of an 18-inch penetration into undisturbed soil is an indication of the density and consistency of the material (Standard Penetration Test (SPT) - ASTM D1586). Boring logs indicate the type of sampler used for each boring and sample.

5.0 SUBSURFACE CONDITIONS

5.1 GENERAL SUBSURFACE PROFILE

Based on a review of the *Geologic map of the Bodie Hills, California and Nevada* (John et al, 2015, 1:50,000), the site is mapped as alluvium (Qal). In general, the subsurface profile appears to be consistent with the mapped site geology. A generalized description and summary of the soil profile encountered, separated by boring locations, is described below:

Table 1: General Soil Profile Description Summary

Layer Description	Geologic Unit	Elevation Ranges and Corresponding Thicknesses (feet)				
		Average Elevation (Thickness)	B-1	B-2	B-3	B-4
SILTY, CLAYEY SAND (SC-SM), dense [UNDOCUMENTED FILL]	UF	6479-6475± (3-4±)	6479-6475±	6479-6475±	6479-6475±	6478-6475±
POORLY GRADED SAND WITH SILT (SP-SM), loose to medium dense	Qal	6475-6470± (4-5±)	6475-6470±	6475-6470±	6475-6470±	6475-6471±
POORLY GRADED SAND WITH SILT AND GRAVEL (SP-SMg), very dense	Qal	6470-6438± (31-34±)	6470-BOB±	6470-6436±	6470-BOB±	6471-6440±
SILTY TO CLAYEY SAND (SC/SM), dense to very dense	Qal	6438-6433± (5-6±)		6436-6431±		6440-6434±
POORLY GRADED SAND WITH SILT AND GRAVEL (SP-SMg), very dense	Qal	6433-6422± (11-12±)		6431-BOB±		6434-6422±
BEDROCK, granitic	Twa	6422-BOB±				6422-BOB±
Groundwater	-	6471.5±	6473.0	6470.5	6471.5	6471.0

NOTES

- Soil descriptions are a generalization of the exploration logs; for detailed descriptions, see Appendix A.
- BOB = Bottom of Boring

A more detailed soil profile is presented as Plate A-1b.

5.2 GROUNDWATER AND SOIL MOISTURE

Soil moisture content varied but was generally encountered in a moist to wet condition. Groundwater was encountered in each boring during the subsurface exploration. At the time of exploration (March 2021) groundwater depths ranged from approximately 6 to 9 feet bgs.

Construction planning should include the assumption that groundwater fluctuations may occur due to precipitation, temperature, runoff, adjacent flood irrigation, or where conduits such as utility trenches are present. Depending on the season of construction, seepage may be encountered, especially during spring runoff. The contractor should anticipate this condition and be prepared for dewatering during construction.

6.0 SEISMIC CONSIDERATIONS

6.1 FAULTING

To determine the location of mapped earthquake faulting trending through or near the project site, a review of the Fault Activity Map of California (<https://maps.conservation.ca.gov/cgs/fam/>) was completed.

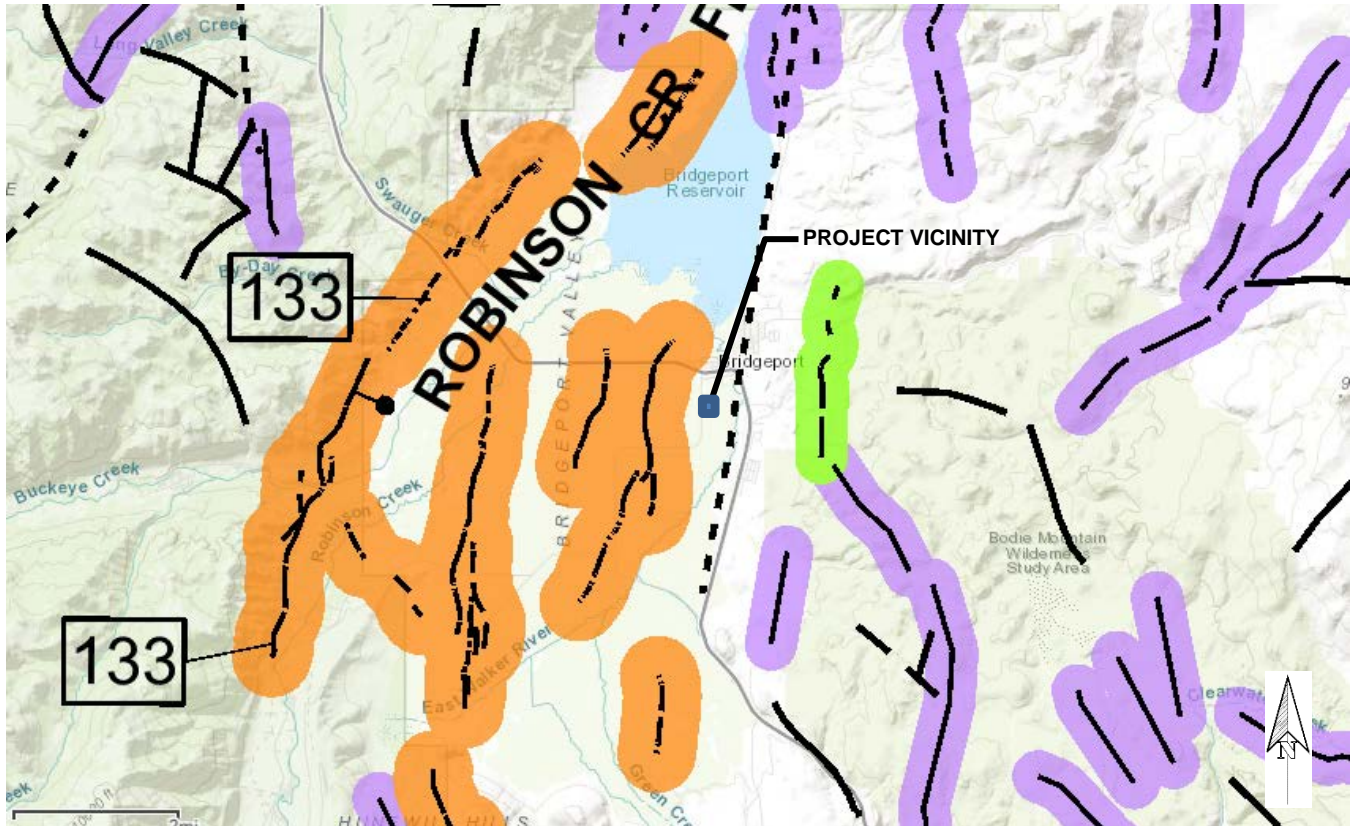
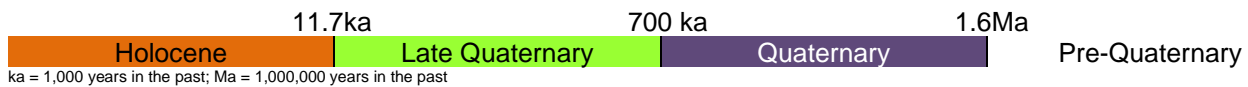


Figure 2: Excerpt from the Fault Activity Map of California



The project site is located in the Robinson Creek Fault Zone. The closest mapped fault is approximately 1-mile to the west of the project site. No mapped faults were noted transecting the project site. The site lies outside of an Alquist-Priolo (AP) Act Special Studies Zone boundary. The likelihood of fault rupture at the site is very low.

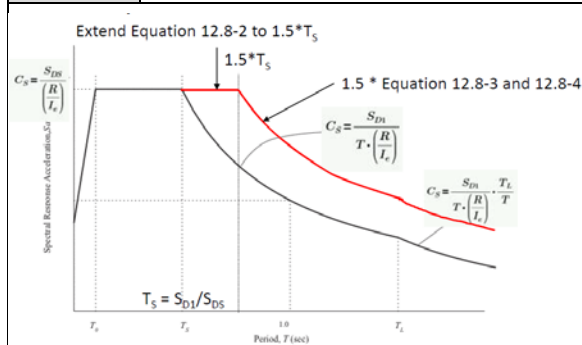
6.2 SEISMIC DESIGN PARAMETERS

Seismic design parameters presented in this report are based on the provisions listed under the 2019 CBC. Seismic design parameters are based on the site classification performed in general accordance with ASCE 7-16, Section 20.1 (Site Classification).

Based on the geophysical testing performed (refer to Section 3.2), a site class D is recommended for project design. Table 2 (Seismic Design Parameters (2019 CBC)) provides a summary of seismic design parameters including correction factors F_a & F_v for a Site Classification of D. A copy of the seismic design parameters is provided in Appendix C.

Table 2: Seismic Design Parameters (2019 CBC)

Approximate Latitude of Site		38.2531°	38.2531°
Approximate Longitude of Site		-119.2308°	-119.2308°
Site Class Selected for this Site		D	D
Risk Category		III	IV
S_s	Spectral Response Acceleration at Short Period (0.2 sec.)	1.196	1.196
S₁	Spectral Response Acceleration at 1-second Period (see Notes)	0.390	0.390
F_a	Site amplification factor at Short Period (0.2 sec.)	1.022	1.022
F_v	Site amplification factor at 1-second Period (refer Table 11.4-2, ASCE 7-16)	1.910	1.910
S_{DS}	Design Spectral Response Acceleration at Short Period (0.2 sec.)	0.814	0.814
S_{D1}	Design Spectral Response Acceleration at 1-second Period	0.497	0.497
S_{MS}	Site-modified spectral acceleration value at Short Period (0.2 sec.)	1.222	1.222
S_{M1}	Site-modified spectral acceleration value at 1-second Period	0.745	0.745
T_L	Long-period transition period in seconds	6	6
PGA	MCEG peak ground acceleration	0.523	0.523
PGA_M	Site modified peak ground acceleration	0.576	0.576



Reference SEAU 6th Annual Education Conference, February 2018)

Notes:

A site-specific ground motions analysis was not included in the proposed scope of work (refer to Section 11.4.8 of ASCE 7-16). A site-specific spectral response under these provisions is **not** required under Section 11.4.8, provided the structure complies with the following Exception:

11.4.8 Exception 2: "Structures on Site Class D sites with S_1 greater than or equal to 0.2, provided the value of the seismic response coefficient C_s is determined by Eq. (12.8-2) for values of $T \leq 1.5 \cdot T_s$ and taken as equal to 1.5 times the value computed in accordance with either:

$$\text{Eq. (12.8-3) for } 1.5T_s \leq T \leq T_L$$

or

$$\text{Eq. (12.8-4) for } T > T_L$$

A separate proposal to complete a site-specific ground motions analysis can be prepared upon request. This scope of work would require subsurface exploration to depths of up to 100 feet.

6.3 LIQUEFACTION ANALYSIS

Liquefaction analysis was performed in general accordance with *Liquefaction Resistance of Soils: Summary Report from the 1996 NCEER and 1998 NCEER/NSF Workshops on Evaluation of Liquefaction Resistance of Soils* by Youd et al, 2001. Seismic parameters (e.g. ground acceleration, moment magnitude of earthquake, and distance to seismic sources) are based on a time period consistent with the 2019 CBC (i.e. a 2% in 50-year occurrence or 2475-year return period). Detailed liquefaction analyses are attached in Appendix D.

Table 3 summarizes soil liquefaction results:

Table 3: Liquefaction Results Summary				
	B-1	B-2	B-3	B-4
Liquefiable Soil Layer Elevation (ft)	6473-6470±ft	6473-6470±ft	6473-6470±ft	N/A
Liquefiable Soil Layer Thickness (ft)	3±ft	3±ft	3±ft	N/A
Residual Shear Strength (psf)	100±psf	400±psf	100±psf	N/A
Liquefaction Induced Settlement (in)	0.7±in	0.5±in	1.0±in	N/A
NOTES:				
1. This table is intended to be a summary of the liquefaction results. For detailed analysis, refer to Appendix D.				

Due to the shallow depth of liquefaction, near complete shear strength loss and subsequent near complete bearing capacity loss of the foundation is anticipated during a significant seismic event. Therefore, liquefaction mitigation is recommended. Section 9.1.2.2 summarizes various liquefaction mitigation options.

7.0 DISCUSSION AND RECOMMENDATIONS

The recommendations provided herein are intended to reduce risks of structural distress related to liquefaction or consolidation/expansion of native soil and/or structural fill.

7.1 GENERAL DISCUSSION

The following definitions are applicable for the general recommendations for design and construction of the project:

Table 4: General Definitions for Report Recommendations

Fine Grained Soil	<ul style="list-style-type: none"> • Soil with more than 40 percent by weight passing the number 200 sieve and a plasticity index less than 15.
Clay Soil	<ul style="list-style-type: none"> • Clay soil is defined as any soil having more than 15 percent by weight passing the number 200 sieve and a plasticity index greater than 15.
Granular Soil	<ul style="list-style-type: none"> • Soil not meeting the requirement for a fine-grained or clay soil with: <ul style="list-style-type: none"> ○ A particle size of 4-inches or less, ○ A percent passing the No. 200 Sieve of less than 35 percent; ○ A plasticity index less than 15. ○ Existing onsite material meeting the requirements of a granular soil may be reused as structural fill provided it is free of organics or deleterious materials.
Structural Fill	<ul style="list-style-type: none"> • Soil generated from onsite grading may be reused as structural fill provided it meets the requirements of a granular soil; • Structural fill is the supporting soil placed in densified lifts below foundations, concrete slabs-on-grade, pavements, or any structural element that derives support from the underlying sub-soils material;
Structural Areas	<ul style="list-style-type: none"> • Includes all areas that will be used for the support of concrete slabs, flatwork, foundations, and pavements.
Subgrade	<ul style="list-style-type: none"> • The elevation directly below the aggregate base layer for both concrete slabs-on-grade and pavements; • Bottom of excavation for foundations bottomed on native soil materials, and structural fill; • The native soil surface elevation below structural fill.
Relative Compaction	<ul style="list-style-type: none"> • The dry density of soil after compaction and placement in the field, expressed as a percentage of the maximum dry density. • Relative compaction shall be in accordance with ASTM D1557.
Standard Specifications	<ul style="list-style-type: none"> • In general accordance with the 2012 Revision 8 Standard Specifications for Public Works Construction (SSPWC) or the 2018 Caltrans Standard Specifications.

7.1.1 CONSTRUCTION CONSIDERATIONS

Based on the subsurface conditions encountered, the following construction considerations should be noted:

1. Undocumented fill is present in the upper 3-4 feet (elevation 6479-6475±feet) and appears to be granular such that it may be reused as structural fill.
2. A 3-foot thick liquefiable soil is present from approximately elevation 6473-6470±feet. Due to the shallow depth of this liquefiable soil layer, near complete shear strength/bearing capacity loss is anticipated during a significant seismic event potentially causing severe structural damage. Therefore, liquefaction mitigation is recommended as summarized in Section 9.1.2.
3. Groundwater was encountered at approximately 6-9 feet bgs (elevation 6473-6471±feet). Construction planning should anticipate shallow groundwater and will be a construction consideration for determining the most economical soil liquefaction mitigation option.

8.0 GEOTECHNICAL DESIGN RECOMMENDATIONS

8.1 SHALLOW FOUNDATIONS

Shallow foundations with concrete slab-on-grade flooring is anticipated for the jail structure. Order of magnitude structural loading was available at the time this report was provided.

- Loads along continuous footing will be on the order of 2 to 8 kips per linear foot; and
- Maximum loads of up to 60 kips for isolated pad foundations.

Foundation design parameters presented in Table 5 (Foundation Design Parameters) may be utilized for the design of individual footings or rigid slabs provided the recommendations in this report are adhered to.

Table 5: Foundation Design Parameters	
Allowable Bearing Pressures (psf)	
Footings bottomed at least 2 feet ⁽³⁾ below the proposed finished grade supporting by structural fill remediated for liquefaction	3,000
Allowable Friction Coefficient	
Between foundation bottom and supporting soil consisting of structural fill	0.45
Allowable Passive Soil Pressure (pcf)	
Backfill soil consisting of structural fill	300
NOTES:	
<ol style="list-style-type: none">1. (psf)-Pounds per square foot2. The allowable bearing pressure may be increased by one-third for total loading conditions including wind and seismic forces. The allowable bearing pressure is a net value; therefore, the weight of the foundation which extends below grade and backfill may be neglected when computing dead loads. The allowable bearing pressure includes a FOS of 3.0 against bearing failure.3. Allowable bearing pressures may be increased for foundations bottomed at greater depths. Once the final loads and footing elevations have been determined, the project geotechnical engineer should be contacted to evaluate the net allowable bearing pressure. Lateral loads (such as wind or seismic) may be resisted by passive soil pressure and friction at the bottom of the footing.4. A factor of safety of 1.5 has been applied for passive pressure.5. A unit weight of 125 pounds per cubic foot may be assumed for backfill soil consisting of properly densified structural fill.6. The upper one-foot of the soil profile should be neglected when designing for passive pressure, unless confined by a concrete slab or pavement. Design values are based on footings backfilled with properly compacted structural fill having a 2 percent slope for a lateral distance of 5 feet. Where sloping backfill will be used near foundations, the design engineer shall contact the geotechnical engineer for additional recommendations.7. For frost protection, exterior footings & piers shall be bottomed at least 2 feet below finished grade. Interior footings & piers shall be bottomed at least 18-inches below finished grade.	

It is recommended that footing excavations be observed by the project soil engineer prior to placing concrete reinforcing steel to confirm the subsurface conditions are similar to those described in this report.

8.1.1 STATIC SETTLEMENT

An elastic settlement response is expected for foundations bottomed on structural fill. The majority of the settlement is expected to occur rapidly, generally during the construction timeframe.

Based on the loading assumptions of this report and the anticipated foundation grade material, settlement on the order of 1-inch or less is anticipated. Provided recommendations in this report are followed, differential settlement

for foundations with similar loads is anticipated to be about ½ of the total settlement provided the foundations are all bottomed on similar material.

8.1.2 SETTLEMENT ASSOCIATED WITH DEWATERING

A dewatering study option was provided to the design team, but was not exercised. Therefore, a dewatering study was not performed. Consequently, settlement of existing nearby structures due to dewatering was not assessed.

If dewatering is performed, the dewatering contractor shall protect existing structures from unacceptable settlement.

8.2 ASPHALT STRUCTURAL SECTION DESIGN

Following desired site grading, the recommended structural section for the proposed parking lot and drive lanes is presented in Table 6 (Recommended Structural Section Thickness).

Table 6: Recommended Structural Section Thickness		
Traffic Index (TI)	Minimum Thickness of Asphalt Concrete Pavement (in)	Minimum Aggregate Base ¹ (in)
5.0	3.0	6.0
5.5	3.0	7.5
6.0	3.5	8.0
6.5	3.5	9.5
7.0	4.0	10.0
NOTES: 1. Refer to Section 9.5.2. 2. Assumes a subgrade soil R-value of 30 or greater.		

Rigid concrete loading areas or concrete will be designed by others.

9.0 EARTHWORK AND CONSTRUCTION RECOMMENDATIONS

9.1 EARTHWORK RECOMMENDATIONS

9.1.1 SITE CLEARING

The site is currently partially developed. In general, site preparation shall include following:

Demolition	<ul style="list-style-type: none">• Demolition and/or removal of structures and utilities to be demolished. Where structural elements are proposed, removal of the entire foundation, slab, or other subsurface infrastructure is required.• Existing paved areas could be pulverized and mixed with underlying base aggregate or structural fill to be reused as structural fill.• All existing utilities should be either removed or properly abandoned in place as directed by the design engineer in general accordance with local governing standards (refer to 2012 Revision 8 SSPWC or 2018 Caltrans Standard Specifications).• All materials generated during demolition shall be hauled offsite and disposed of in a lawful manner.
Stripping and Grubbing (Limited to Landscape Areas)	<ul style="list-style-type: none">• Topsoil, surface vegetation, and vegetation root balls shall be completely removed and disposed of outside the construction limits or stockpiled onsite for use in non-structural landscape areas.• Stripped and/or grubbed material shall not be incorporated into structural fill.

9.1.2 REMEDIAL EARTHWORK

Remedial earthwork is recommended for two primary reasons:

1. Undocumented fill (refer to Section 9.1.2.1).
2. Liquefiable soil (refer to Section 9.1.2.2).

9.1.2.1 UNDOCUMENTED FILL

CME understands site grading is anticipated to include cuts and fills on the order of 1-foot below the building pad. Structure foundations will be bottomed at a minimum of 2 feet below the proposed finished grade elevation. Table 7 (Overexcavation Summary for Undocumented Fill) summarizes the recommended minimum vertical and lateral offsets for pavement structural sections and the building structure footprint.

Table 7: Overexcavation Summary for Undocumented Fill		
Typical Structural Area ^{1,2,3}	Minimum Recommended Overexcavation ⁴	
	Vertical Depth Below Structural Element (ft)	Minimum Lateral Offset From Exterior Edge of Structural Element (ft)
Building Structure Footprint (includes perimeter foundations, interior column footings, and interior concrete slabs)	Complete removal below foundations	4.0
Flatwork pavement (i.e. sidewalk and parking areas)	1.0	1.0
Flatwork and Pavement (i.e. sidewalk and parking areas)	1.0	1.0

NOTES:

1. The overexcavation shall encompass the entire structure area footprint and extend laterally beyond the structural element a distance equal to the minimum lateral offset presented for each structural area.
2. For pavement, flatwork, and interior concrete slabs, the vertical offsets shall begin at the base of the aggregate base and lateral offset shall be from the exterior edge of the pavement structural section.
3. For foundations the vertical and lateral offsets are in reference to the exterior perimeter of the foundation.
4. The depth of overexcavation may increase in areas where undocumented fill thicknesses are in excess of those encountered during the current exploration. Where questionable soils are encountered, the project geotechnical engineer shall be notified.
5. If site grading modifications presented in this report change, the project geotechnical engineer shall be notified to confirm recommendations in this section.

A typical overexcavation schematic based on the proposed structure type is presented as Figure 3 (Typical Overexcavation Detail).

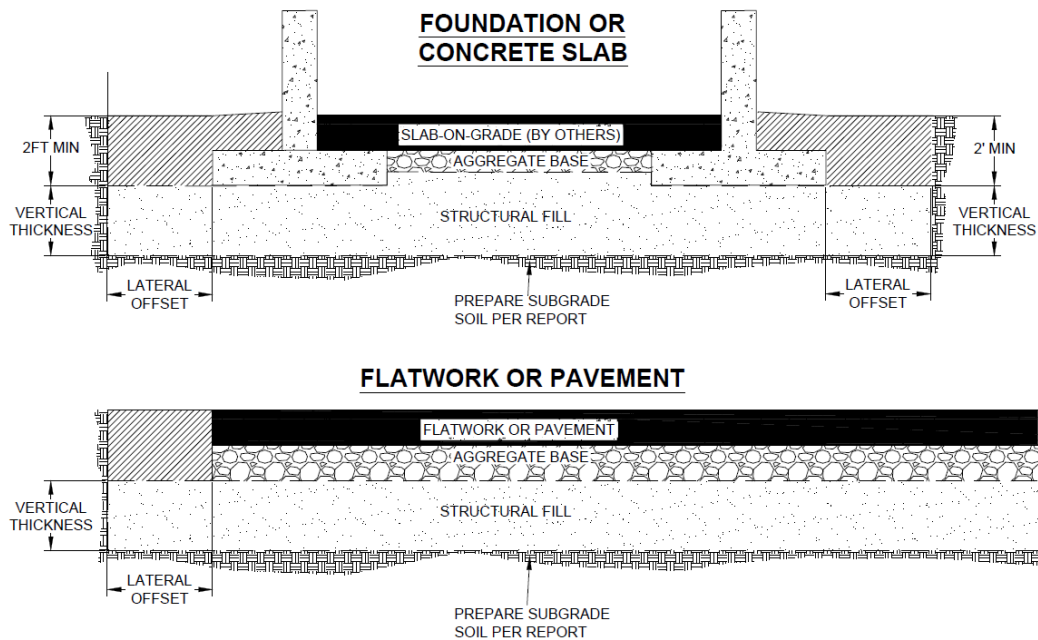


Figure 3: Typical Overexcavation Detail

9.1.2.2 LIQUEFIABLE SOIL

Remedial earthwork of the liquefiable soil layer is recommended. Based on our investigation, the liquefiable soil layer is about 3 feet thick and was encountered from elevation 6473-6470±feet. The following list are preliminary recommendation options for liquefiable soil remediation:

1. Option 1: Complete Overexcavation

Overexcavate the liquefiable zone in its entirety below and adjacent to structural areas. This would require shallow dewatering and overexcavation of the liquefiable layer (to 9±feet below existing ground surface).

2. Option 2: Reinforced Earth Mat Foundation

Construct a reinforced earth mat foundation. This recommendation entails placement of geogrid reinforcement at specified layering extending from 2 to 6± feet below foundation grade. The intent of the geogrid reinforcement is to spread the foundation load over a larger area and increase the strength of the bearing soils to mitigate the potential of a bearing failure.

3. Option 3: Rapid Impact Compaction (RIC)

Rapid impact compaction may be used to densify the loose to medium dense, liquefiable soil. The intent of the RIC is to increase the density of the soil and resistance to a seismic event, consequently eliminating liquefaction. Rapid impact compaction design and construction is performed by a specialty design-build contractor.

4. Option 4: Stone Column Remediation

Geopiers or stone columns may be used to mitigate liquefaction. Geopiers consist of a rammed or vibrated compacted aggregate column that would both densify the native soils between the columns and provide a drainage to alleviate excess pore water pressure during a seismic event (the cause of soil liquefaction). Stone column remediation design and construction is performed by a specialty design-build contractor.

The remediation options presented above are based on the predominately granular profile encountered and anticipated structural loading; the intent is to mitigate liquefaction by means of densification, not adding plasticity. Ultimately the method of liquefaction mitigation will be determined by the project design team. The design team should be aware of the level of risk associated with each ground improvement method listed and perform due diligence review of design build contractor “means, methods, and performance specifications” prior to

implementation of the chosen ground improvement methodology at the subject site. Prior to bidding, the utility and building contractor shall review the liquefaction mitigation contractor's plan/work and appropriately consider it in their bid.

9.1.3 SUBGRADE PREPARATION

All areas to receive structural fill, aggregate base, or structural loading shall be prepared in general accordance with the following recommendations:

- Uniform mixing of the site or import soils to achieve recommended soil moisture contents may be required. It is recommended that the moisture content of the in-situ and import soils be determined during construction to evaluate the extent of moisture conditioning required. After the densification process, a firm, stable surface should be produced.
- Prior to placement of structural fill (unless unstable saturated subgrade is present) subgrade soil preparation shall consist of the following:
 - Granular soils (particle sizes are on the order of 8-inches nominal diameter or less) shall be scarified to a depth of 12 inches, moisture conditioned to plus or minus 3 percent of optimum moisture (ASTM D1557), and densified to 90 percent relative compaction.
 - Clay soils should be moisture conditioned to 1 to 3 percent over optimum (ASTM D1557), prior to densification. It is mandatory that this moisture content be maintained by periodic surface wetting, or other methods, until the surface is covered by at least one lift of fill. Moisture contents above 3 percent of optimum moisture will be acceptable if the soil horizon maintains its stability when subjected to construction equipment loads and density can be achieved in subsequent structural fill lifts. Clay soils shall be compacted to 90 percent relative compaction.
- Densification methodology will be dependent on soil type:
 - Granular soils are not considered cohesive and the particles generally require shaking or vibratory action (i.e., smooth drum roller) for densification.
 - Clay soil is considered cohesive and particles are best densified using high impact ram or sheepsfoot roller compactors.
- Unstable soils (includes pumping soils and oversaturated materials) should be removed and replaced with either structural fill or stabilizing fill. To determine potential unstable soil areas, subgrade should be proof-rolled with heavy rubber-tired construction equipment such as a fully loaded water truck. The depth of soil removal will be determined during construction but is anticipated to be 18 inches or less.

9.1.4 REUSE OF ONSITE MATERIALS

Onsite materials can be stockpiled for numerous site applications such as topsoil for landscape areas (non-structural fill), and structural fill.

1. **Non-Structural Fill:** Stripped topsoil, grubbed material, and non-structural fill should be carefully processed to remove oversized material and stockpiled onsite for future use in non-structural landscape areas to promote revegetation of disturbed areas. Care should be taken not to mix topsoil with the onsite granular fill material.
2. **Structural Fill:** The existing onsite material screened to remove particles greater than 4-inches nominal diameter, meeting the requirements of a granular soil (refer to Section 7.1) may be reused as structural fill. In general, it is expected that a majority of the site soils do comply with a granular soil designation and may be reused as structural fill.

Stockpile areas should be protected from erosion and runoff. Temporary erosion control measures should be implemented during project construction.

Shrinkage estimates of the liquefiable soil being overexcavated and recompacted is on the order of 10 to 15 percent.

9.1.5 STRUCTURAL FILL

Structural fill is defined as supporting soil placed below foundations, concrete slabs-on-grade, pavements, or any structural element that derives support from the underlying sub-soils. Structural fill shall be free of vegetation, organic matter, and other deleterious material. Material generated onsite proposed for reuse as structural fill shall meet the requirements of a granular soil as defined in Section 7.1 (General Discussion).

Imported structural fill shall comply with the specifications presented in Table 8 (Guideline Specification for Imported Structural Fill).

Table 8: Guideline Specification for Imported Structural Fill		
Sieve Size	Percent by Dry Weight Passing	
4-inches	100	
¾-inch	70 – 100	
No. 40	15 – 65	
Percent Passing No. 200	Maximum Liquid Limit	Maximum Plastic Index
5 – 15	45	14
16 – 35	40	10
R-Value (Traffic Areas Only)		
30		
NOTES:		
1. R-Value is required for materials placed in roadways or areas to receive vehicular traffic only. Not required for building foundations or ancillary improvements outside of traffic areas.		

Structural fill shall be uniformly moisture conditioned within 2 percent of optimum moisture content, placed in layers of 8-inches or less in loose thickness, and densified to at least 90 percent relative compaction per ASTM D1557. Thicker structural fill lifts, up to 12-inches, are acceptable, if the contractor can demonstrate achieving required density. Moisture contents greater than 2 percent of optimum moisture for granular structural fills are acceptable if the soil lift is stable and required relative compaction can be attained in the soil lift and succeeding lifts. Fill material shall not be placed, spread or rolled while it is frozen, thawing, or during unfavorable weather conditions.

9.2 SITE DRAINAGE CONSIDERATIONS

Final grades should be planned such that surface drainage is constructed and maintained to fall away from structure foundations. A permanent finished slope grade of at least 2 percent for a minimum distance of 10 feet away is recommended.

9.3 CONCRETE SLABS

All concrete slabs shall be directly underlain by aggregate base in accordance with Section 9.5.2. The minimum thickness of base material shall comply with the following:

Structure Type	Aggregate Base Minimum Thickness (in)
Curb and Gutter	6
Exterior Sidewalks and Slabs	4
Interior Structure Slabs	6

Aggregate base courses should be densified to at least 95 percent relative compaction. Subgrade soils below the aggregate base should be prepared in accordance with the recommendations of this report.

The contractor should submit a concrete mix design to the owner at least 10 working days prior to construction for approval. Concrete mix proportions and construction techniques, including the addition of excess water and improper curing, can adversely affect the finished quality of the concrete resulting in cracking, curling and spalling of slabs. We recommend that all placement and curing be performed in accordance with procedures outlined by the American Concrete Institute. Special considerations should be given to concrete placed and cured during hot or cold weather conditions. Proper control joints and reinforcing should be provided to minimize any damage resulting from shrinkage.

9.4 GENERAL RECOMMENDATIONS FOR CONSTRUCTION OF OPEN CUT EXCAVATIONS

9.4.1 TRENCHING AND CONFINED EXCAVATIONS

It is anticipated that trenching and confined excavations may be performed using conventional excavation equipment such as a standard backhoe, track mounted excavator or similar equipment. All excavations regardless of depth shall be evaluated for stability including scaling trench sidewalls (if exposed) to remove loose material prior to occupation by construction personnel.

Excavations should comply with current OSHA safety requirements (Federal Register 29 CFR, Part 1926)². Materials are classified as Stable Rock, Type A, B or C, which requires different temporary excavation, cut slope gradients (Table 9: Maximum Allowable Temporary Slopes).

Soil or Rock Type	Maximum Allowable Slopes¹ For Excavations Less Than 20 Feet Deep²	
Stable Rock	Vertical	90°
Type A	3H:4V	53°
Type B	1H:1V	45°
Type C	3H:2V	34°

NOTES:

1. Angles expressed in degrees from the horizontal and have been rounded off.
2. Sloping or benching for excavations greater than 20 feet deep shall be designed by a registered professional engineer.
3. For detailed description of the soil types outlined above visit the US Department of Labor Safety and Health Topics website at: <https://www.osha.gov/SLTC/trenchingexcavation/construction.html>

The predominate soil types are anticipated to correspond with OSHA safety requirements for *Type C* soils (Federal Register 29 CFR, Part 1926), which should be adjusted as needed for compliance during construction.

² Deeper excavations where layered geotechnical strata is encountered can be evaluated by the project geotechnical engineer to determine the maximum allowable slope configuration for the layered system.

9.4.2 RECOMMENDATIONS FOR TRENCH BEDDING AND BACKFILL

For the purposes of this report, the terminology shown in Figure 4 shall be referenced.

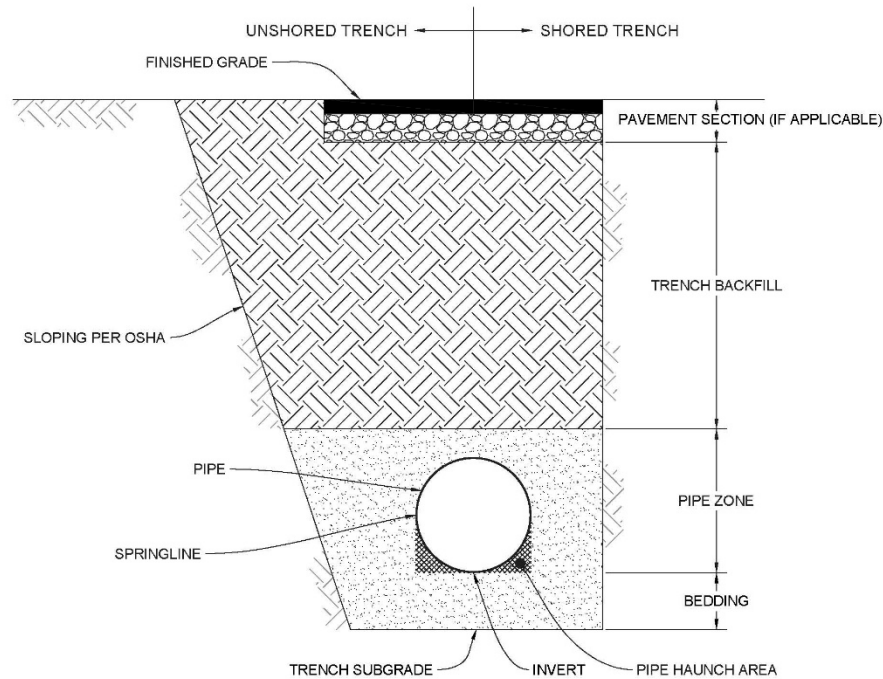


Figure 4: Typical Trench Detail (N.T.S)

Any material used as pipe bedding, pipe zone, or trench backfill should meet the minimum requirements of the 2012 Revision 8 SSPWC or 2018 Caltrans Standard Specifications.

9.4.2.1 PIPE ZONE & PIPE BEDDING

Where the pipe zone is above groundwater, pipe bedding and pipe zone material shall conform to the requirements of a Class A backfill (Section 200.03.02 of the 2012 Revision 8 SSPWC) or sand bedding (Section 19-3.02F(2) of the 2018 Caltrans Standard Specifications).

Where the pipe zone is at or below groundwater, pipe bedding and pipe zone material shall completely encapsulated in an 8-ounce non-woven geotextile and shall conform to the requirements of a Class C backfill (Section 200.03.04 of the 2012 Revision 8 SSPWC).

9.4.2.2 TRENCH BACKFILL

Where above groundwater, intermediate trench backfill shall consist of structural fill per Section 9.1.5. Where at or below groundwater, intermediate trench backfill shall consist of material consistent with the recommendations in Section 9.4.2.1.

9.5 PAVEMENT STRUCTURAL SECTION CONSTRUCTION

9.5.1 STRUCTURAL SECTION SUBGRADE PREPARATION

Subgrade soil should be prepared in accordance with the recommendations of Section 9.1.3 (Subgrade Preparation).

9.5.2 AGGREGATE BASE MATERIAL

Aggregate base material shall meet the specifications of a Type 2, Class B aggregate base (Section 200.01 of the 2012 Revision 8 SSPWC) or a Class 2 aggregate base (Section 26 of the 2018 Caltrans Standard Specifications). Aggregate base shall be moisture conditioned within 2 percent (%) of optimum moisture content, and densified to at least 95 percent relative compaction.

9.5.3 ASPHALT CONCRETE PAVEMENT

Based on our local experience, Table 10 presents recommended plantmix recommendations for various project areas.

Table 10: Flexible Pavement Plantmix Recommendations							
Project Area	ESAL Range	Plantmix Aggregate	Air Voids	Blows per Side	Asphalt Binder	Maximum Recycled Asphalt Pavement (%)	Minimum Hydrated Lime by Dry Weight of Aggregate (%)
Parking Areas & Shared Use Paths	< 10 ⁴	Type 3	3%	50	PG64-28NV	15	1½
Roadway with Light Traffic	< 10 ⁴	Type 3	3%	50	PG64-28NV	15	1½
Roadway with Moderate Traffic	10 ⁴ – 10 ⁶	Type 2	4%	50	PG64-28NV	15	1½

NOTES:

- All plantmix elements shall comply with the SSPWC.

Densification of asphalt concrete pavement should be performed in accordance with the 2012 Revision 8 SSPWC or the 2018 Caltrans Standard Specifications.

The contractor should submit a pavement mix design to the owner at least 10 working days prior to construction for approval. It is recommended that when pavement is placed adjacent to concrete flatwork, the finish compacted grade of the pavement be at least ¼ to ½ of an inch higher than the edge of adjacent concrete surface. This is to allow adequate compaction of the pavement without damaging the concrete.

9.5.4 PAVEMENT MAINTENANCE

Maintenance is mandatory to long-term pavement performance. Maintenance refers to any activity performed on the pavement that is intended to preserve its original service life or load-carrying capacity. Examples of maintenance activities include patching, crack or joint sealing, and seal coats. If these maintenance activities are ignored or deferred, premature failure of the pavement will occur. The cost associated with proper maintenance is generally much less than the cost for reconstruction due to premature failure of the pavement. Therefore, since pavement quality is an integral consideration in the formulation of our design recommendations, we strongly recommend the owner/project manager implement a pavement management program.

9.6 POTENTIAL FOR SULFATE ATTACK ON CONCRETE

Soil chemistry test results are included in Appendix B and Table 11.

Table 11: Soil Sulfate Content Results						
Exploration Designation	Sample ID	Sample Depth (ft)	Sulfate Content (%)	Severity of Potential Exposure	Water Cement Ratio by mass, maximum	Permitted Cement Type
B-1	1-SG	0.0-2.5	<0.02	S0	No Restriction	Type II
NOTES:						
1. Recommendations based on ACI 201.2R-16.						
2. A corrosion specialist should be consulted to determine if the site soil conditions warrant further investigation or if proposed structures require corrosion protection.						

10.0 TESTING AND DOCUMENTATION

The recommendations presented in this report are based on the assumption that the owner/project manager provides sufficient field testing and construction review during all phases of construction. These construction observations and testing services should include but not be limited to:

- Grading and earthwork;
- Remedial earthwork;
- Liquefaction mitigation;
- Foundation rebar inspection;
- Concrete testing and observation;
- Paving.

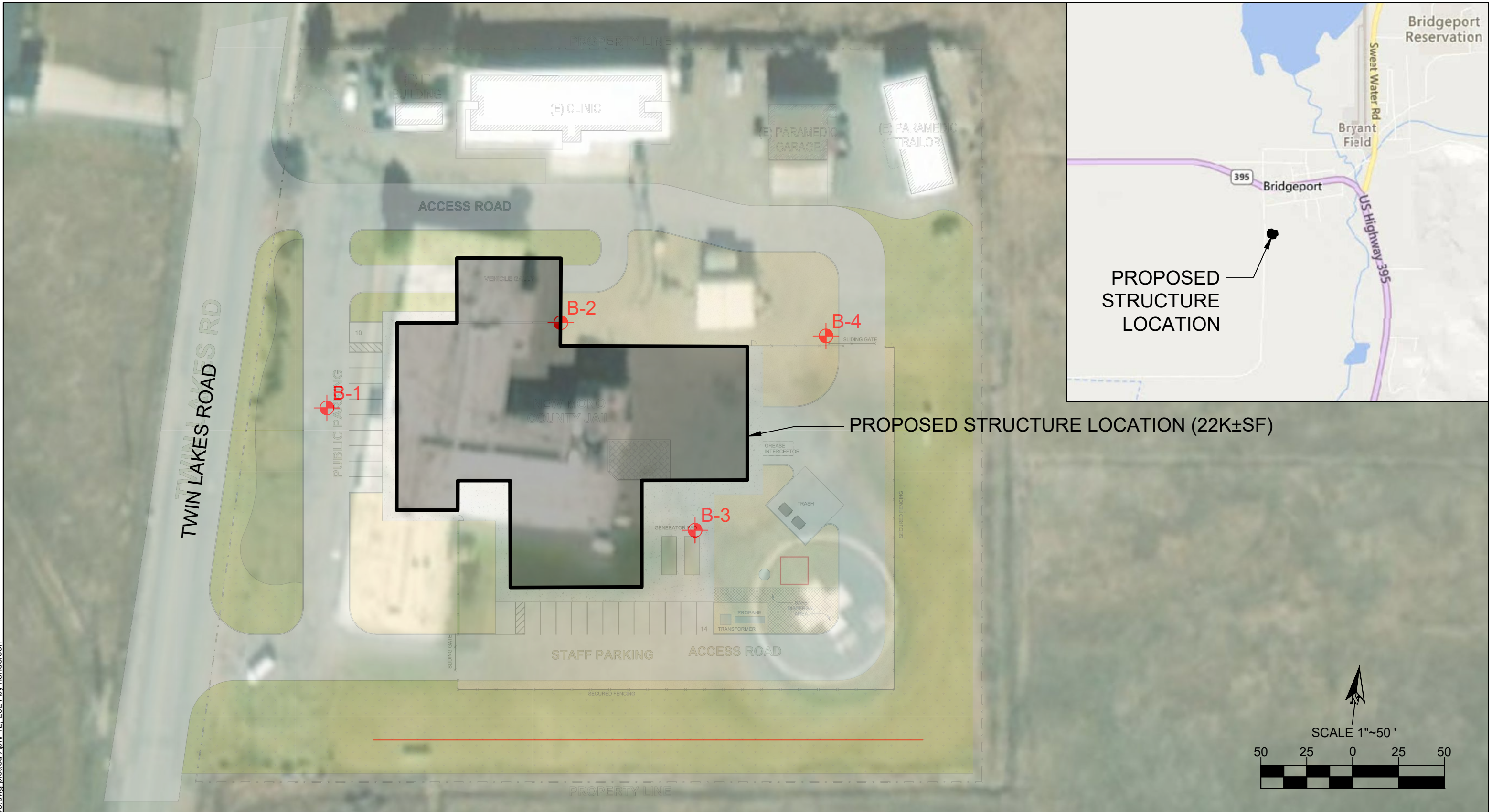
CME employs a large staff of certified inspectors and testers to provide these services. Prior to construction, the owner/project manager should schedule a preconstruction conference to include, but not be limited to: owner/project manager, project engineer, general contractor, earthwork and materials subcontractors, and geotechnical engineer. It is the owner's/project manager's responsibility to set-up this meeting and contact all responsible parties. The conference will allow parties to review the project plans, specifications, and recommendations presented in this report, and discuss applicable material quality and mix design requirements. All quality control reports should be submitted to the owner/project manager for review and distributed to the appropriate parties.

Additionally, all plans and specifications should be reviewed by the engineer responsible for this geotechnical report to determine if design aspects of the project are in accordance with the recommendations contained herein. It is the owner's/project manager's responsibility to provide the plans and specifications to the geotechnical engineer.

11.0 LIMITATIONS

Exploration Location and Geologic Variations	<ul style="list-style-type: none"> • This report has been prepared in accordance with generally accepted local geotechnical practices. The conclusions and recommendations of this report are provided for the design and construction of the proposed project as described in this report. The analyses and recommendations contained herein are based upon field exploration locations included on Plate A-1. • Exploration locations included as part of this report should be considered accurate only to the degree implied by the methods used. This report does not reflect soil, rock, or groundwater variations that may become evident during the construction period, at which time re-evaluation of the recommendations may be necessary.
General Intent and Information Distribution	<ul style="list-style-type: none"> • The intent of this report is to provide geotechnical information related to construction and design of the project. The owner/project manager is responsible for distribution of this report to all designers and contractors whose work is affected by geotechnical recommendations provided. In the event of changes in the design, location, or ownership of the project prior to construction, our recommendations should be reviewed by our geotechnical representative. • If our engineer is not accorded the privilege of making this recommended review, the CME can assume no responsibility for misinterpretation or misapplication of his recommendations or their validity in the event changes have been made in the original design concept without our prior review.
Warranties	<ul style="list-style-type: none"> • CME makes no other warranties, either expressed or implied, as to the professional advice provided under the terms of this agreement and included in this report. Any use, reliance on, or decisions, which a third party makes based upon the information contained in this report, are the sole responsibility of such third parties. CME accepts no responsibility for damages, if any, suffered by any third party as a result of decisions made or actions based on this report.
Clay Soil Clause	<ul style="list-style-type: none"> • Clay soils may be present in discontinuous areas below the proposed improvements. Clay soils may potentially shrink or swell (volume changes) in response to changes in the moisture content of the soil. Moisture changes in these soils can occur as a result of seasonal variations in precipitation, poor site drainage, landscape irrigation, leaking underground pipes, capillary action, or from other sources. Volume changes in clay soils can cause differential movements in structural elements constructed in the sphere of influence or bearing on the clay soil. The project geotechnical engineer shall be notified where questionable soils are encountered.
Standard Owner Maintenance and Monitoring Responsibility	<ul style="list-style-type: none"> • All structures are subjected to deterioration from environmental and manmade exposures. As a result, all structures require frequent monitoring and regular maintenance to prevent damage and/or deterioration. Such monitoring and maintenance are the sole responsibility of the Owner. CME, Inc. shall have no responsibility for such issues or resulting damages.
Environmental Hazards Evaluation	<ul style="list-style-type: none"> • Any evaluation of the site for the presence of surface or subsurface hazardous substances is beyond the scope of this study. When suspected hazardous substances are encountered during routine geotechnical investigations, they are noted in the exploration logs and reported to the client.

APPENDIX A



V:\Active\2753\autocad\2753.dwg plotted April 12, 2021 by nanderson

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 Reno, NV 89511

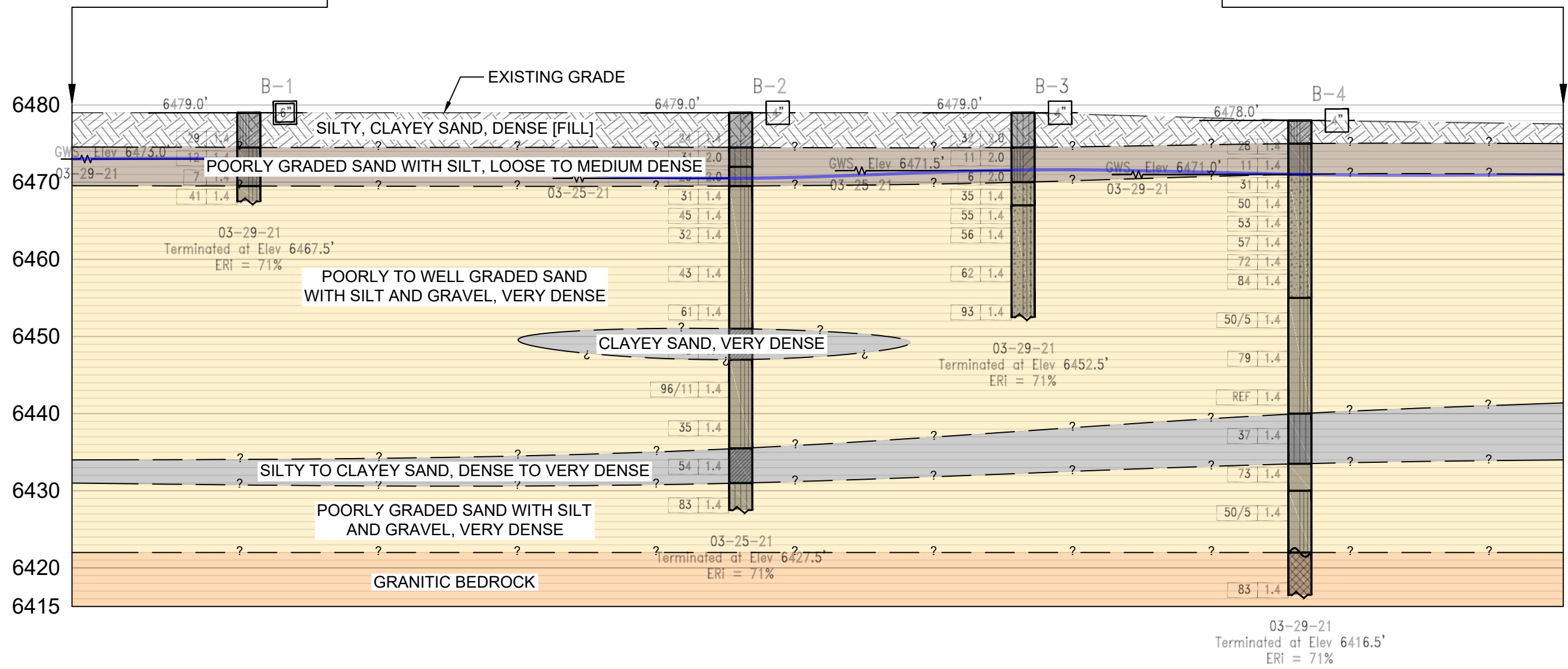
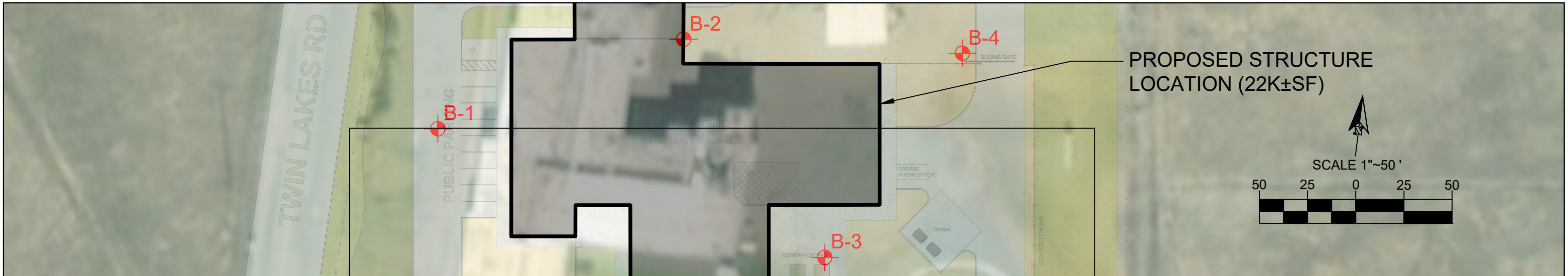
**LIONAKIS
 MONO COUNTY JAIL
 EXPLORATION LOCATION MAP
 BRIDGEPORT, CA**

PROJECT NO.: 2753 DATE: 2/28/2022

LEGEND

APPROXIMATE BORING LOCATION APPROXIMATE REMI LINE LOCATION

PLATE
A-1A



V:\Active\2753\autocad\2753.dwg plotted April 12, 2021 by nanderson

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 300 Sierra Manor Drive, Suite 1
 Reno, NV 89511

**LIONAKIS
 MONO COUNTY JAIL
 GEOLOGIC CROSS SECTION
 BRIDGEPORT, CA**

PROJECT NO.: 2753 DATE: 4/12/2021

LEGEND
 APPROXIMATE BORING LOCATION

PLATE
A-1B

LOG OF BORING B-1

PROJECT NO: 2753	DRILLING CONTRACTOR: TABER	BEGIN DATE: 3/29/2021
PROJECT: MONO COUNTY JAIL	DRILLING METHOD: HOLLOW-STEM AUGER	COMPLETION DATE: 3/29/2021
LOCATION: WEST BORING (38.25257, -119.23116)	DRILL RIG: CME 75 - ORANGE	SURFACE ELEVATION: 6479 (ft)
	SAMPLER TYPE & SIZE: Bulk, SPT (1.4")	BACKFILL METHOD: BENTONITE CEMENT GROUT
CLIENT: LIONAKIS	HAMMER TYPE: AUTO, 140-LB, 30-INCH	WATER DEPTH: 6.0 (ft)
LOGGED BY: NRA	HAMMER EFFICIENCY: 71%	READING TAKEN: 3/29/2021

DRILL METHOD	CASING DEPTH	ELEVATION (ft)	DEPTH (ft)	FIELD					GRAPHIC LOG	DESCRIPTION	RECOVERY (%)	RQD (%)	LABORATORY					REMARKS
				SAMPLE	SAMPLE NO	BLOWS PER 6 IN.	BLOWS PER FOOT	POCKET PEN. (TSF)					LIQUID LIMIT	PLASTIC LIMIT	MOISTURE (%)	D. DENSITY (PCF)	% PASSING 200 SIEVE	
		6477	1	SG									21	15	8.5		23.0	R-value = 34
		6475	3	A	13		29			100								
		6473	5	B	9		12			89								
		6471	7	C	3		7			44		NV	NP	8.7		7.6		
		6469	9	D	6		41			89								
			11.5															Bottom of borehole at 11.5 ft bgs
		6467	12															
		6465	14															
		6463	16															
		6461	18															
		6459	20															
		6457	22															
		6455	24															
		6453	26															
		6451	28															
			29															



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PROJECT NUMBER: 2753
 PROJECT: MONO COUNTY JAIL
 EXPLORATION: B-1
 ENTRY BY:
 CHECKED BY:

LOG OF BORING B-2

PROJECT NO: 2753	DRILLING CONTRACTOR: TABER	BEGIN DATE: 3/25/2021
PROJECT: MONO COUNTY JAIL	DRILLING METHOD: ROTARY WASH	COMPLETION DATE: 3/25/2021
LOCATION: NORTH CENTRAL BORING (38.25276, -119.23073)	DRILL RIG: CME 75 - ORANGE	SURFACE ELEVATION: 6479 (ft)
	SAMPLER TYPE & SIZE: Bulk, SPT (1.4")	BACKFILL METHOD: BENTONITE CEMENT GROUT
CLIENT: LIONAKIS	HAMMER TYPE: AUTO, 140-LB, 30-INCH	WATER DEPTH: 8.5 (ft)
LOGGED BY: NRA	HAMMER EFFICIENCY: 71%	READING TAKEN: 3/25/2021

DRILL METHOD CASING DEPTH	ELEVATION (ft)	DEPTH (ft)	FIELD				GRAPHIC LOG	DESCRIPTION	RECOVERY (%)	LABORATORY					REMARKS		
			SAMPLE	SAMPLE NO	BLOWS PER 6 IN.	BLOWS PER FOOT				POCKET PEN. (TSF)	RQD (%)	LIQUID LIMIT	PLASTIC LIMIT	MOISTURE (%)		D. DENSITY (PCF)	% PASSING 200 SIEVE
	6477	1	SG					Poorly graded SAND with SILTY CLAY (SP-SC); grayish orange; moist to wet; about 10% fine, subrounded to rounded GRAVEL, up to 1/2 in. nominal diameter; about 80% coarse to fine, subrounded SAND; about 10% nonplastic to low plasticity fines [UNDOCUMENTED FILL].									
	6475	3	A		8 11 13	24			89	21	17	12.6		11.3			
	6473	5	B		8 12 19	31		SILTY SAND (SM); dark gray; moist to wet; about 5% fine, subrounded to rounded GRAVEL, up to 1/2 in. nominal diameter; about 75% coarse to fine, subrounded SAND; about 20% nonplastic to low plasticity fines.	67								
	6471	6	C		6 9 11	20		SILTY SAND with GRAVEL (SM); dark gray; moist to wet; about 25% fine, subrounded to rounded GRAVEL, up to 3/4 in. nominal diameter; about 60% coarse to fine, subrounded SAND; about 15% nonplastic fines.	28								
	6469	7															
	6467	8	D		4 12 19	31		Poorly graded SAND with SILT (SP-SM); grayish tan; wet; about 90% coarse to fine, subangular to subrounded SAND; about 10% nonplastic fines.	100								With casing at 9.5ft, mud coming out of casing annulus Abundant caving in upper 10ft due to gravel Sample D has 10-inches of slough
	6465	9	E		10 22 23	45		About 10% fine, subrounded to rounded GRAVEL, up to 1/2 in. nominal diameter; about 80% SAND.	78								
	6463	10	F		4 11 21	32			44			13.4		9.0			Sample E has 6-inches of slough
	6461	11	G														Losing circulation Drilled past Sample G on accident
	6459	12	H		4 18 25	43			17								Sample H has 12-inches of slough
	6457	13															
	6455	14															Gravel chatter
	6453	15	I		28 27 34	61			44								Sample I has 6-inches of slough
	6451	16															
								CLAYEY SAND (SC); dark gray; wet; about 70% coarse to fine, subangular to subrounded SAND; about 30% medium plasticity fines.									



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PROJECT NUMBER: 2753
 PROJECT: MONO COUNTY JAIL
 EXPLORATION: B-2
 ENTRY BY:
 CHECKED BY:

DRILL METHOD CASING DEPTH	FIELD						GRAPHIC LOG	DESCRIPTION	RECOVERY (%)	LABORATORY						REMARKS
	ELEVATION (ft)	DEPTH (ft)	SAMPLE	SAMPLE NO	BLOWS PER 6 IN.	BLOWS PER FOOT				POCKET PEN. (TSF)	RQD (%)	LIQUID LIMIT	PLASTIC LIMIT	MOISTURE (%)	D. DENSITY (PCF)	
	6447	31	X	J	4 17 31	48		CLAYEY SAND (SC) (continued).	44						Sample J has 6-inches of slough	
	6445	32						Poorly graded SAND with SILT and GRAVEL (SP-SM); brownish orange; wet; about 35% coarse to fine, subrounded to rounded GRAVEL, up to 1 in. nominal diameter; about 55% coarse to fine, subangular to subrounded SAND; about 10% nonplastic fines.							Gravel chatter	
	6443	35	X	K	26 46 50/5	96/11			82			10.9	9.5			
	6439	40	X	L	22 14 21	35		Orange and dark gray gravel.	33						Cobbles present per driller	
	6433	45	X	M	15 26 28	54		CLAYEY SAND with GRAVEL (SC); orangish tan; wet; about 20% fine, subrounded to rounded GRAVEL, up to 1/2 in. nominal diameter; about 40% coarse to fine SAND; about 40% medium to high plasticity, medium to high toughness fines.	28							
	6429	49	X	N	37 35 48	83		SILTY SAND with GRAVEL (SM); olive tan; wet; about 20% coarse to fine, subrounded to rounded GRAVEL, up to 1 in. nominal diameter; about 65% coarse to fine, subangular to subrounded SAND; about 15% nonplastic fines.	78							
	6427	52	Bottom of borehole at 51.5 ft bgs													
	6425	54														
	6423	56														
	6421	58														
	6419	60														
	6417	62														
	6415	64														
	6413	66														



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PROJECT NUMBER: 2753
 PROJECT: MONO COUNTY JAIL
 EXPLORATION: B-2
 ENTRY BY:
 CHECKED BY:

LOG OF BORING B-3

PROJECT NO: 2753	DRILLING CONTRACTOR: TABER	BEGIN DATE: 3/25/2021
PROJECT: MONO COUNTY JAIL	DRILLING METHOD: ROTARY WASH	COMPLETION DATE: 3/29/2021
LOCATION: SOUTH CENTRAL BORING (38.25246, -119.23047)	DRILL RIG: CME 75 - ORANGE	SURFACE ELEVATION: 6479 (ft)
	SAMPLER TYPE & SIZE: Bulk, SPT (1.4")	BACKFILL METHOD: BENTONITE CEMENT GROUT
CLIENT: LIONAKIS	HAMMER TYPE: AUTO, 140-LB, 30-INCH	WATER DEPTH: 7.5 (ft)
LOGGED BY: NRA	HAMMER EFFICIENCY: 71%	READING TAKEN: 3/25/2021

DRILL METHOD CASING DEPTH ELEVATION (ft)	DEPTH (ft)	FIELD				GRAPHIC LOG	DESCRIPTION	RECOVERY (%)	LABORATORY					REMARKS
		SAMPLE	SAMPLE NO	BLOWS PER 6 IN.	BLOWS PER FOOT				POCKET PEN. (TSF)	RQD (%)	LIQUID LIMIT	PLASTIC LIMIT	MOISTURE (%)	
6477	1	SG					SILTY SAND (SM); gray; moist to wet; about 75% coarse to fine SAND; about 25% nonplastic to low plasticity fines; rootlets within [UNDOCUMENTED FILL].		28	25	19.7		23.6	
6475	3	A		8 16 16	32			56						
6473	5	B		6 6 5	11		SILTY, CLAYEY SAND (SC-SM); gray; moist to wet; about 65% coarse to fine SAND; about 35% low to medium plasticity fines.	0						Soil logged based on soil cuttings
6471	7	C		2 2 4	6		Wet.	0						
6469	9						Well-graded SAND with SILT (SW-SM); orange gray; wet; about 90% coarse to fine, subangular to subrounded SAND; about 10% nonplastic fines.							Gravel chatter
6467	11	D		9 14 21	35			78						
6465	13	E		21 26 29	55		Well-graded SAND with SILT and GRAVEL (SW-SM); orange gray; wet; about 20% fine, subrounded to rounded GRAVEL, up to 3/4 in. nominal diameter; about 70% coarse to fine, subangular to subrounded SAND; about 10% nonplastic fines.	89						
6463	15	F		15 26 30	56			89						Autohammer hydraulic hose broke with no replacement in town
6461	17													Drilled past Sample G on accident
6459	19	G												
6457	21	H		15 30 32	62			89	NV	NP	12.9		9.6	Sample H has 3-inches of slough
6455	23													
6453	25	I		13 45 48	93		Olive tan; coarse to fine GRAVEL, up to 1 in. nominal diameter.	78						Sample I has 6-inches of slough
6451	27	Bottom of borehole at 26.5 ft bgs												
	28													
	29													



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PROJECT NUMBER: 2753
 PROJECT: MONO COUNTY JAIL
 EXPLORATION: B-3
 ENTRY BY:
 CHECKED BY:

LOG OF BORING B-4






PROJECT NO: 2753	DRILLING CONTRACTOR: TABER	BEGIN DATE: 3/29/2021
PROJECT: MONO COUNTY JAIL	DRILLING METHOD: ROTARY WASH	COMPLETION DATE: 3/29/2021
LOCATION: EAST BORING (38.25283, -119.23016)	DRILL RIG: CME 75 - ORANGE	SURFACE ELEVATION: 6478 (ft)
	SAMPLER TYPE & SIZE: Bulk, SPT (1.4")	BACKFILL METHOD: BENTONITE CEMENT GROUT
CLIENT: LIONAKIS	HAMMER TYPE: AUTO, 140-LB, 30-INCH	WATER DEPTH: 7.0 (ft)
LOGGED BY: NRA	HAMMER EFFICIENCY: 71%	READING TAKEN: 3/29/2021

DRILL METHOD	CASING DEPTH	ELEVATION (ft)	DEPTH (ft)	FIELD				GRAPHIC LOG	DESCRIPTION	RECOVERY (%)	LABORATORY					REMARKS
				SAMPLE	SAMPLE NO	BLOWS PER 6 IN.	BLOWS PER FOOT				POCKET PEN. (TSF)	RQD (%)	LIQUID LIMIT	PLASTIC LIMIT	MOISTURE (%)	
		6476	1	SG					SILTY, CLAYEY SAND (SC-SM); orange; moist; about 10% coarse to fine GRAVEL, up to 1 in. nominal diameter; about 70% coarse to fine, subangular to subrounded SAND; about 20% low plasticity fines [UNDOCUMENTED FILL].		23	16	8.6		20.8	
		6474	3	A	4	10	18	28		78						
		6472	5	B	8	6	5	11	Poorly graded SAND with SILT (SP-SM); dark gray; moist to wet; about 30% fine, subrounded to rounded GRAVEL, up to 3/4 in. nominal diameter; about 60% coarse to fine, subangular to subrounded SAND; about 10% nonplastic to low plasticity fines. Dark tan; about 10% GRAVEL; about 15% fines.	67	14	13	5.8		10.2	
		6470	7	C	8	16	15	31	Well-graded SAND with SILT and GRAVEL (SW-SM); tan; wet; about 20% fine, subrounded to rounded GRAVEL, up to 3/4 in. nominal diameter; about 70% coarse to fine, subangular to subrounded SAND; about 10% nonplastic fines.	83						
		6468	9	D	11	24	26	50		78						
		6466	11	E	16	26	27	53		78			12.1		8.2	
		6464	13	F	19	27	30	57		89						
		6462	15	G	21	28	44	72		100						
		6460	17	H	23	36	48	84	About 15% coarse to fine GRAVEL, up to 1 in. nominal diameter; about 75% SAND; about 10% fines.	89						
		6458	19													
		6456	21													
		6454	23													Gravel and cobble chatter
		6452	25	I	45	50/5	50/5	50/5	Poorly graded SAND with SILT and GRAVEL (SP-SM); tan; wet; about 25% coarse to fine, subrounded to rounded GRAVEL, up to 1 in. nominal diameter; about 65% coarse to fine, subangular to subrounded SAND; about 10% nonplastic fines.	61						
		6450	27													28-28.5: soft drilling
			29													Cobble or boulder per driller



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PROJECT NUMBER: 2753
 PROJECT: MONO COUNTY JAIL
 EXPLORATION: B-4
 ENTRY BY:
 CHECKED BY:

DRILL METHOD	CASING DEPTH	FIELD					GRAPHIC LOG	DESCRIPTION	RECOVERY (%)	LABORATORY					REMARKS
		ELEVATION (ft)	DEPTH (ft)	SAMPLE	SAMPLE NO.	BLOWS PER 6 IN.				BLOWS PER FOOT	POCKET PEN. (TSF)	RQD (%)	LIQUID LIMIT	PLASTIC LIMIT	
	6446	31	J	48 42 37	79		 <p>About 30% fine, subrounded to rounded GRAVEL, up to 3/4 in. nominal diameter; about 20% SAND. Poorly graded SAND with SILT and GRAVEL (SP-SM) (continued).</p>	89	NV	NP	11.3		10.1	Soft drilling	
	6442	35	K	50/5	REF			24							
	6438	40	L	7 16 21	37	4.5+	 <p>SILTY SAND (SM); dark gray; wet; about 55% fine SAND; about 45% nonplastic fines.</p>	44	NV	NP	22.1		43.6	Gravel chatter	
	6432	45	M	24 36 37	73		 <p>Poorly graded SAND (SP); grayish tan; wet; about 95% coarse to fine, subangular to subrounded SAND; about 5% nonplastic fines.</p>	100							
	6428	50	N	24 50/5	50/5		 <p>Poorly graded SAND with SILT (SP-SM); tan; wet; about 10% fine, subrounded to rounded GRAVEL, up to 3/4 in. nominal diameter; about 80% coarse to fine, subangular to subrounded SAND; about 10% nonplastic fines; weak cementation; slight decomposed granite structure.</p>	44							
	6422	56					 <p>IGNEOUS ROCK (GRANITE), orange and white, very intensely weathered, very weak, soft.</p>							Very tough drilling	
	6418	60	O	24 34 49	83			56							
	6416	62	Bottom of borehole at 61.5 ft bgs												
	6414	64													
	6412	66													



Construction Materials Engineers, Inc.
 300 Sierra Manor Drive, Suite 1
 Reno, Nevada 89511
 (775) 851-8205

PROJECT NUMBER: 2753
 PROJECT: MONO COUNTY JAIL
 EXPLORATION: B-4
 ENTRY BY:
 CHECKED BY:



SOIL CLASSIFICATION CHART					
MAJOR DIVISIONS			SYMBOLS		TYPICAL CLASSIFICATION NAMES
			GRAPH	LETTER	
Course grained soils	Gravel and gravelly soils	Clean gravels		GW	Well-graded gravels, gravel-sand mixtures, few or no fines
		Gravels with fines		GP	Poorly-graded gravels, gravel-sand mixtures, few or no fines
				GM	Silty gravels, gravel-sand-silt mixtures
	Sand and sandy soils	Clean sands		SW	Well-graded sands, gravelly sands, few or no fines
		Sands with fines		SP	Poorly-graded sands, gravelly sands, few or no fines
				SM	Silty sands, sand-silt mixtures
Fine grained soils	Silt and silty soils	Liquid Limit less than 50		ML	Inorganic silts and very fine sands, rock flour, silty or clayey fine sands with slight plasticity
		Liquid Limit greater than 50		CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays
				OL	Organic silts and organic silt-clays of low plasticity
	Clays	Liquid Limit less than 50		MH	Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts
				CH	Inorganic clays of medium to high plasticity
			OH	Organic clays of medium to high plasticity	
			PT	Peat or other highly organic soils	

NOTES:
1. Dual classifications may occur (e.g. SP-SM, CL-ML, GP-GC)

PARTICLE ANGULARITY	
Angular	Particles have sharp edges and relatively plane sides with unpolished surfaces
Subangular	Particles are similar to angular, but have rounded edges
Subrounded	Particles have nearly plane sides, but have well-rounded corners and edges
Rounded	Particles have smoothly curved sides and no edges

PARTICLE SHAPE	
Flat	Particles with width/thickness >3
Elongated	Particles with length/width >3
Flat and Elongated	Particles meet criteria for both flat and elongated

MOISTURE	
Dry	No discernable moisture
Moist	Moisture present, but no free water
Wet	Visible free water

CEMENTATION	
Weak	Crumbles or breaks with handling or light finger pressure.
Moderate	Crumbles or breaks with considerable finger pressure.
Strong	Will not crumble or break with finger pressure.

PARTICLE SIZE, Ps	
Boulders	Ps > 12"
Cobbles	3" < Ps ≤ 12"
Gravel	coarse 3/4" < Ps ≤ 3"
	fine 1/4" < Ps ≤ 3/4"
Sand	coarse 1/16" < Ps ≤ 1/8"
	medium 1/64" < Ps ≤ 1/16"
	fine 1/300" < Ps ≤ 1/64"
Fines	Ps ≤ 1/300"

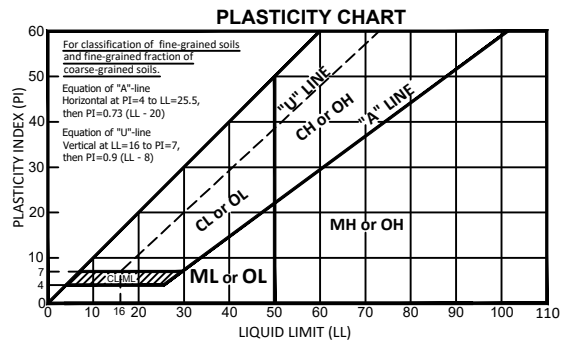
PERCENT OF SOIL, Pp	
Trace	Pp < 5%
Few	5 ≤ Pp ≤ 15%
Little	15 ≤ Pp ≤ 30%
Some	30 ≤ Pp ≤ 50%
Mostly	50 ≤ Pp ≤ 100%

SOIL SAMPLE TYPES

- Bulk Sample
- Standard Penetration Test (2.0" OD, 1.42" ID)
- California Modified Sampler (3.0" OD, 2.42" ID)
- Thin walled Shelby Tube (3.0" OD)
- Rock Core

GROUNDWATER SYMBOLS

- Water level during drilling
- Water level after drilling



APPARENT DENSITY OF COHESIONLESS SOIL	
	SPT (1.4" ID) N ₆₀
Very Loose	< 5
Loose	5 - 10
Medium Dense	10 - 30
Dense	30 - 50
Very Dense	> 50

Based on 60% energy ratio (ER). $N_{60} = N_{measured} * (ER/60)$
California Modified Sampler can be corrected to SPT by multiplying by 0.62

CONSISTENCY OF COHESIVE SOIL			
	SPT (1.4"ID) N ₆₀	Unconfined Compressive Strength (psf)	Pocket Penetrometer (tsf)
Very Soft	0 - 1	< 500	< 0.25
Soft	2 - 4	500 - 1,000	0.25 - 0.5
Medium Stiff	5 - 8	1,000 - 2,000	0.5 - 1.0
Stiff	9 - 15	2,000 - 4,000	1.0 - 2.0
Very Stiff	16 - 30	4,000 - 8,000	2.0 - 4.0
Hard	31 - 60	8,000 - 16,000	> 4.0
Very Hard	> 60	> 16,000	

BEDDING SPACING, Sb

Massive	10' < Sb
Very Thickly Bedded	3' < Sb ≤ 10'
Thickly Bedded	1' < Sb ≤ 3'
Moderately Bedded	4" < Sb ≤ 1'
Thinly Bedded	1" < Sb ≤ 4"
Very Thinly Bedded	½" < Sb ≤ 1"
Laminated	Sb ≤ ¼"

ROCK HARDNESS

Extremely Hard	Cannot be scratched with a pocketknife or sharp pick. Can only be chipped with repeated heavy hammer blows.
Very Hard	Cannot be scratched with a pocketknife or sharp pick. Breaks with repeated heavy hammer blows.
Hard	Can be scratched with a pocketknife or sharp pick with difficulty (heavy pressure). Breaks with heavy hammer blows.
Moderately Hard	Can be scratched with a pocketknife or sharp pick with light or moderate pressure. Breaks with moderate hammer blows.
Moderately Soft	Can be grooved 1/16 in. deep with a pocketknife or sharp pick with moderate or heavy pressure. Breaks with light hammer blow or heavy manual pressure.
Soft	Can be grooved or gouged easily with a pocketknife or sharp pick with light pressure, can be scratched with fingernail. Breaks with light to moderate manual pressure.
Very Soft	Can be readily indented, grooved or gouged with fingernail, or carved with a pocketknife. Breaks with light manual pressure.

WEATHERING FOR INTACT ROCK

Description	Diagnostic Features				General Characteristics	
	Chemical weathering-discoloration and/or oxidation		Mechanical weathering-grain boundary conditions	Texture and leaching		
	Body of rock	Fracture surfaces		Texture		Leaching
Fresh	No discoloration, not oxidized.	No discoloration or oxidation.	No separation, intact (tight).	No change	No leaching	Hammer rings when crystalline rocks are struck.
Slightly Weathered	Discoloration or oxidation is limited to surface of, or short distance from, fractures; some feldspar crystals are dull.	Minor to complete discoloration or oxidation of most surfaces.	No visible separation, intact (tight).	Preserved	Preserved	Hammer rings when crystalline rocks are struck. Body of rock not weakened.
Moderately Weathered	Discoloration or oxidation extends from fractures usually throughout; Fe-Mg minerals are "rusty" feldspar crystals are "cloudy".	All fracture surfaces are discolored or oxidized.	Partial separation of boundaries visible.	Generally preserved	Generally preserved	Hammer does not ring when rock is struck. Body of rock is slightly weakened.
Intensely Weather	Discoloration or oxidation throughout; all feldspars and Fe-Mg minerals are altered to clay to some extent; or chemical alteration produces in situ disaggregation, see grain boundary conditions.	All fracture surfaces are discolored or oxidized, surfaces friable.	Partial separation, rock is friable; in semiarid conditions granitics are disaggregated.	Texture altered by chemical disintegration (hydration, argillation).	Leaching of soluble minerals may be complete.	Dull sound when struck with hammer, usually can be broken with moderate to heavy manual pressure or by light hammer blow without reference to planes of weakness such as incipient or hairline fractures, or veinlets.
Decomposed	Discolored or oxidized throughout, but resistant minerals such as quartz may be unaltered; all feldspars and Fe-Mg minerals are completely altered to clay.		Complete separation of grain boundaries (disaggregated).	Resembles a soil, partial or complete remnant rock structure may be preserved; leaching of soluble minerals usually complete.		Can be granulated by hand. Resistant minerals such as quartz may be present as "stringers" or "dikes."

CORE RECOVERY

The core recovery value (REC) provides an indication of the success of the coring operation in recovering the cored rock. Diminished core recovery can be attributed to voids within the rock mass or loss of rock mass due to drilling fluids.

$$REC = \frac{\sum(\text{Length of recovered core pieces})(100\%)}{\text{Total length of the core run}}$$

ROCK QUALITY DESIGNATION

Rock Quality Designation is a measure of the fracturing in a rock mass as observed in a core specimen. A high value of RQD indicates few or widely spaced fractures. RQD is valid for core diameters from 1.4 to 3.335 inches. RQD is based on ASTM D6032.

$$REC = \frac{\sum(\text{Length of intact core pieces} \geq 4 \text{ inches})(100\%)}{\text{Total length of the core run}}$$

FRACTURE DENSITY

Unfractured	No fractures.
Very Slightly Fractured	Core lengths greater than 3 ft.
Slightly Fractured	Core lengths mostly from 1 to 3 ft.
Moderately Fractured	Core lengths mostly from 4 in. to 1 ft.
Intensely Fractured	Core lengths mostly from 1 to 4 in.
Very Intensely Fractured	Mostly chips and fragments.

Note: exclude mechanical breaks

FRACTURE FILLING, FF

Clean	No visible separation
Very Thin	FF < ¼"
Moderately Thin	¼" ≤ FF < ½"
Thin	½" ≤ FF < ¾"
Moderately Thick	¾" ≤ FF < 1"
Thick	1" ≤ FF

FRACTURE HEALING

Totally Healed	Fracture is completely healed or recemented to a degree at least as hard as surrounding rock.
Moderately Healed	Greater than 50 percent of fracture is healed or recemented.
Partly Healed	Less than 50 percent of fractured material, filling, or fracture surface is healed or recemented
Not Healed	Fracture surface filling is not healed or recemented.

FRACTURE ROUGHNESS

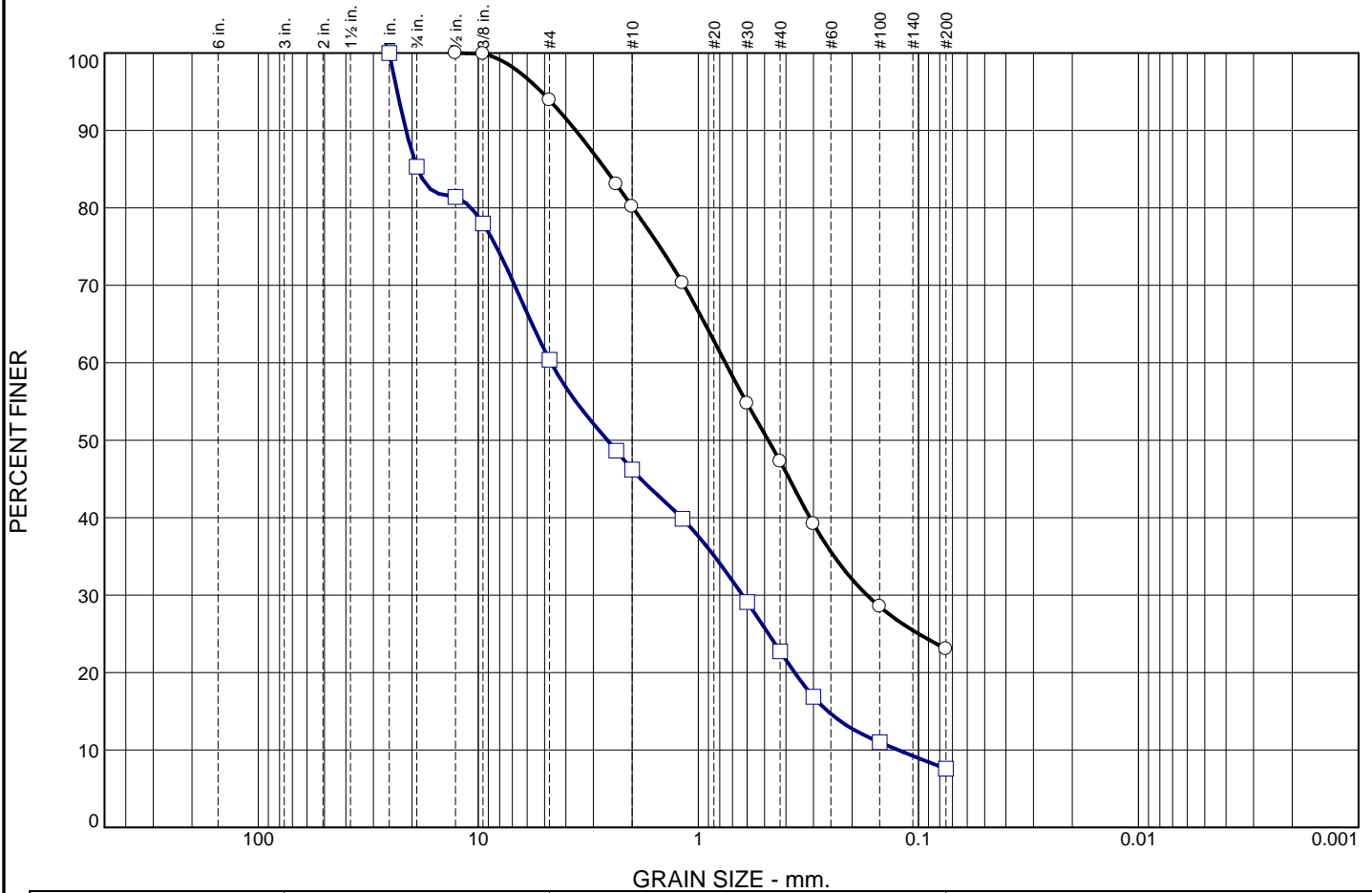
Stepped	Near-normal steps and ridges occur on the fracture surface.
Rough	Large, angular asperities can be seen.
Moderately Rough	Asperities are clearly visible and fracture surface feels abrasive.
Slightly Rough	Small asperities on the fracture surface are visible and can be felt.
Smooth	No asperities, smooth to the touch.

ROCK STRENGTH

Plastic	Plastic or very low strength
Friable	Crumbles easily by rubbing with fingers
Weak	An unfractured specimen will crumble under light hammer blows
Moderately Strong	Specimen will withstand a few heavy hammer blows before breaking
Strong	Specimen will withstand a few heavy ringing hammer blows and will yield with difficulty only dust and small flying pieces
Very Strong	Specimen will resist heavy ringing hammer blows and will yield with difficulty dust and small flying fragments

APPENDIX B

Particle Size Distribution Report



	% +3"	% Gravel		% Sand			% Fines	
		Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
○	0.0	0.0	6.1	13.7	32.9	24.3	23.0	
□	0.0	14.7	24.9	14.2	23.5	15.1	7.6	

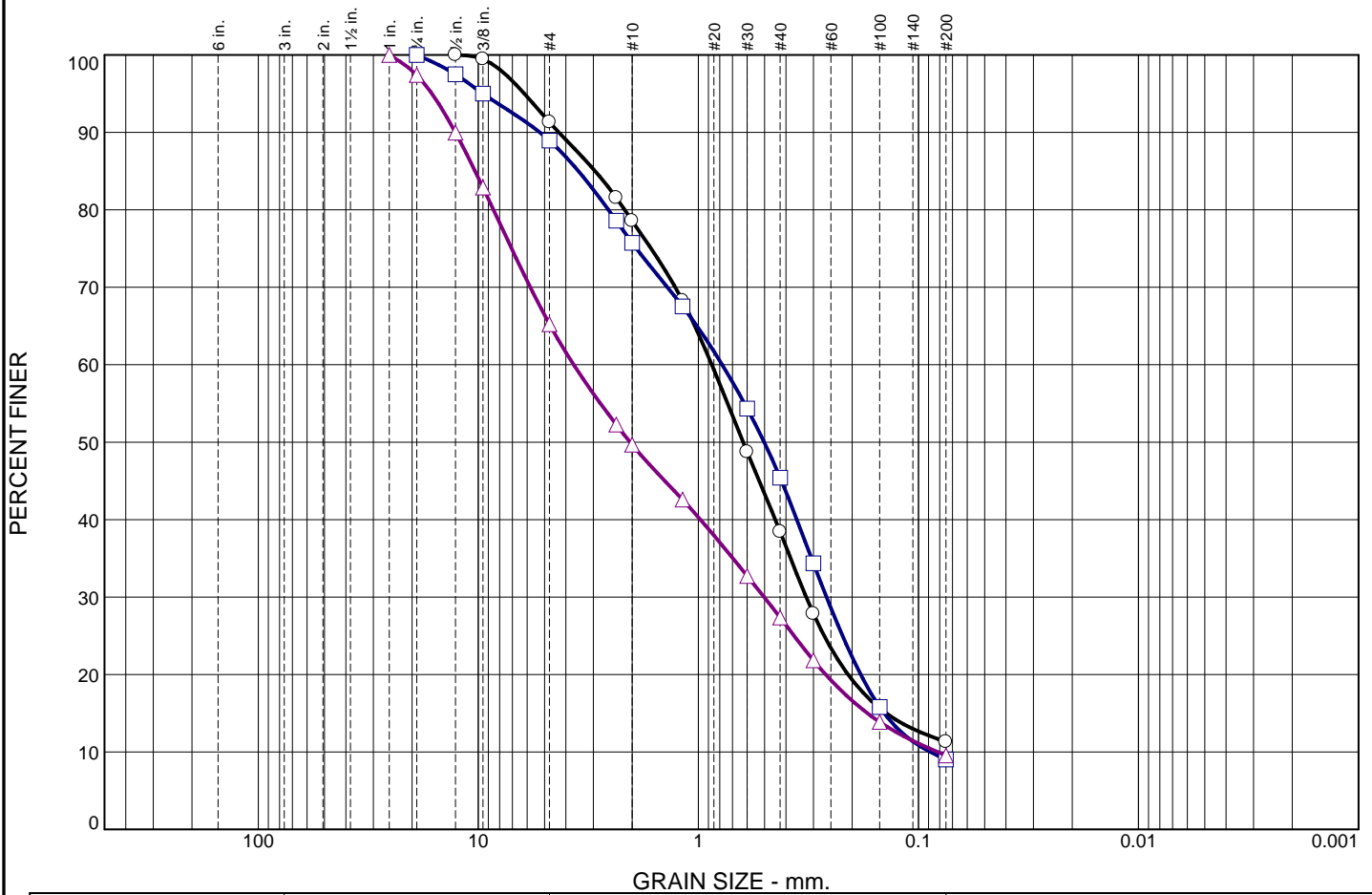
	LL	PL	D85	D60	D50	D30	D15	D10	Cc	Cu
○	21	15	2.6448	0.7540	0.4813	0.1712				
□	NV	NP	18.8494	4.6695	2.5877	0.6309	0.2580	0.1237	0.69	37.75

MATERIAL DESCRIPTION	TEST DATE	USCS	NM
○ silty, clayey sand	4/1/2021	SC-SM	8.5
□ poorly graded sand with silt and gravel	4/1/2021	SP-SM	8.7

Project No. 2753 Client: LIONAKIS Project: MONO COUNTY JAIL	Remarks: <div style="text-align: right; font-weight: bold; font-size: 1.2em;">PLATE</div>
○ Source of Sample: B-1 Depth: 0.0 Sample Number: SG □ Source of Sample: B-1 Depth: 7.5 Sample Number: C	


Tested By: SS

Particle Size Distribution Report



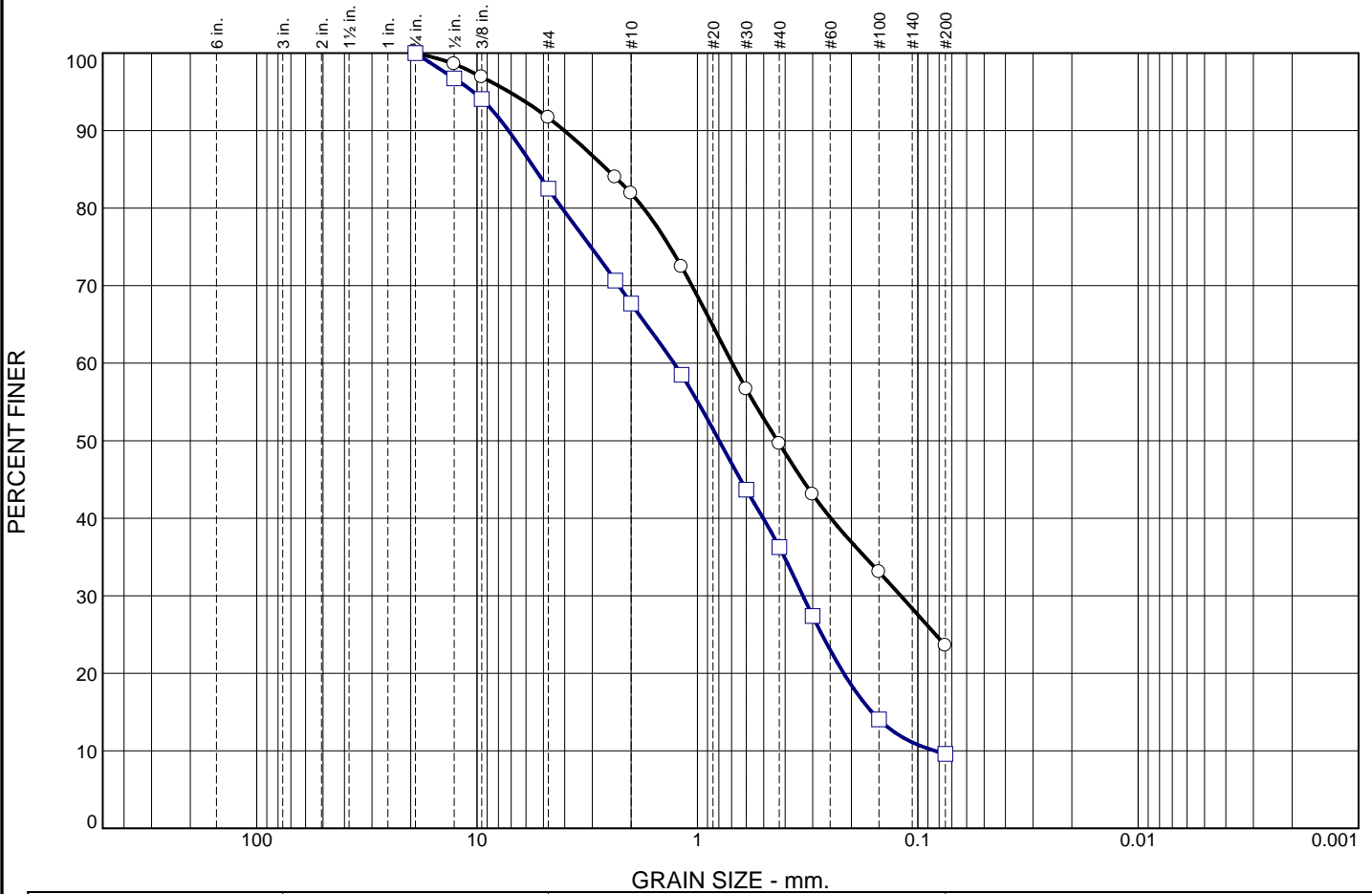
	% +3"	% Gravel		% Sand			% Fines			
		Coarse	Fine	Coarse	Medium	Fine	Silt	Clay		
○	0.0	0.0	8.7	12.7	40.2	27.1	11.3			
□	0.0	0.0	11.1	13.2	30.3	36.4	9.0			
△	0.0	2.6	32.2	15.5	22.3	17.9	9.5			
	LL	PL	D ₈₅	D ₆₀	D ₅₀	D ₃₀	D ₁₅	D ₁₀	C _c	C _u
○	21	17	2.9457	0.8691	0.6256	0.3236	0.1401			
□			3.5074	0.7792	0.5022	0.2616	0.1431	0.0883	0.99	8.82
△			10.3466	3.6873	2.0440	0.5025	0.1705	0.0818	0.84	45.10

MATERIAL DESCRIPTION							TEST DATE	USCS	NM
○	poorly graded sand with silty clay						4/1/2021	SP-SC	12.6
□	poorly graded sand with silt						4/1/2021		13.4
△	poorly graded sand with silt and gravel						4/1/2021		10.9

Project No. 2753 Client: LIONAKIS Project: MONO COUNTY JAIL	Remarks:
○ Source of Sample: B-2 Depth: 2.5 Sample Number: A □ Source of Sample: B-2 Depth: 15.0 Sample Number: F △ Source of Sample: B-2 Depth: 35.0 Sample Number: K	
	PLATE

Tested By: SS

Particle Size Distribution Report



	% +3"	% Gravel		% Sand			% Fines	
		Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
○	0.0	0.0	8.3	9.8	32.3	26.0	23.6	
□	0.0	0.0	17.5	14.8	31.4	26.7	9.6	

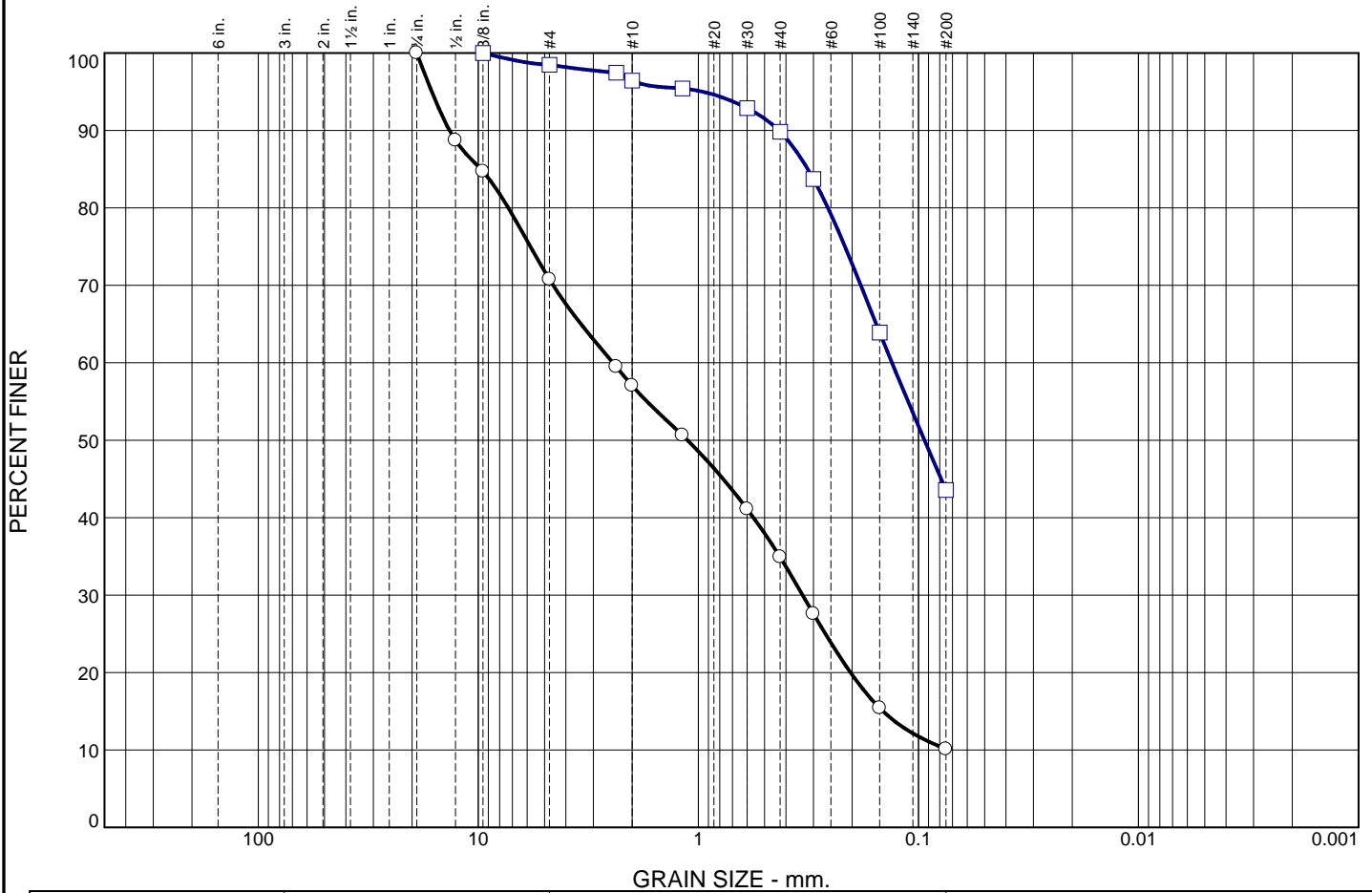
	LL	PL	D85	D60	D50	D30	D15	D10	Cc	Cu
○	28	25	2.5742	0.6950	0.4335	0.1195				
□	NV	NP	5.4467	1.2772	0.7962	0.3320	0.1615	0.0835	1.03	15.29

MATERIAL DESCRIPTION	TEST DATE	USCS	NM
○ silty sand	4/1/2021	SM	19.7
□ well-graded sand with silt and gravel	4/1/2021	SW-SM	12.9

Project No. 2753 Client: LIONAKIS Project: MONO COUNTY JAIL	Remarks: <div style="text-align: right; font-weight: bold; font-size: 1.2em;">PLATE</div>
○ Source of Sample: B-3 Depth: 0.0 Sample Number: SG □ Source of Sample: B-3 Depth: 20.0 Sample Number: H	

Tested By: ○ SS □ AS

Particle Size Distribution Report



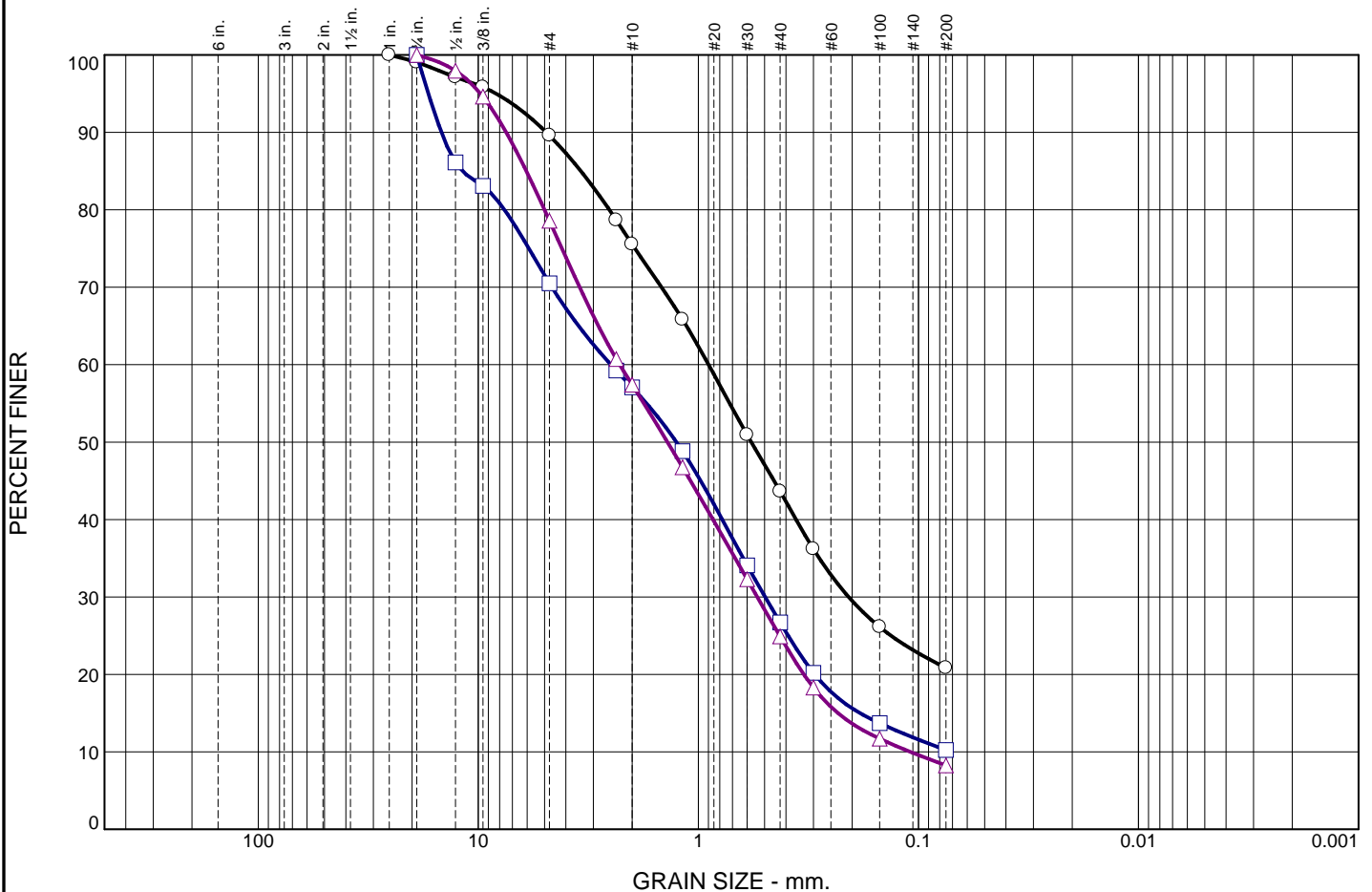
	% +3"	% Gravel		% Sand			% Fines			
		Coarse	Fine	Coarse	Medium	Fine	Silt	Clay		
○	0.0	0.0	29.2	13.8	22.1	24.8	10.1			
□	0.0	0.0	1.5	2.1	6.6	46.2	43.6			
⊗	LL	PL	D ₈₅	D ₆₀	D ₅₀	D ₃₀	D ₁₅	D ₁₀	C _c	C _u
○	NV	NP	9.7218	2.4446	1.1211	0.3360	0.1449			
□	NV	NP	0.3181	0.1319	0.0938					

MATERIAL DESCRIPTION			TEST DATE	USCS	NM
○	poorly graded sand with silt and gravel		4/1/2021	SP-SM	11.3
□	silty sand		4/1/2021	SM	22.1

<p>Project No. 2753 Client: LIONAKIS</p> <p>Project: MONO COUNTY JAIL</p> <p>○ Source of Sample: B-4 Depth: 30.0 Sample Number: J</p> <p>□ Source of Sample: B-4 Depth: 40.0 Sample Number: L</p>	<p>Remarks:</p> <p style="text-align: right; font-weight: bold;">PLATE</p>

Tested By: ○ SS □ AS

Particle Size Distribution Report



	% +3"	% Gravel		% Sand			% Fines			
		Coarse	Fine	Coarse	Medium	Fine	Silt	Clay		
○	0.0	1.0	9.4	14.1	31.9	22.8	20.8			
□	0.0	0.0	29.5	13.4	30.4	16.5	10.2			
△	0.0	0.0	21.4	21.2	32.5	16.7	8.2			
	LL	PL	D ₈₅	D ₆₀	D ₅₀	D ₃₀	D ₁₅	D ₁₀	C _c	C _u
○	23	16	3.4193	0.8986	0.5747	0.2076				
□	14	13	11.8169	2.4983	1.2576	0.4973	0.1843			
△			6.0498	2.2789	1.3811	0.5398	0.2320	0.1089	1.17	20.93

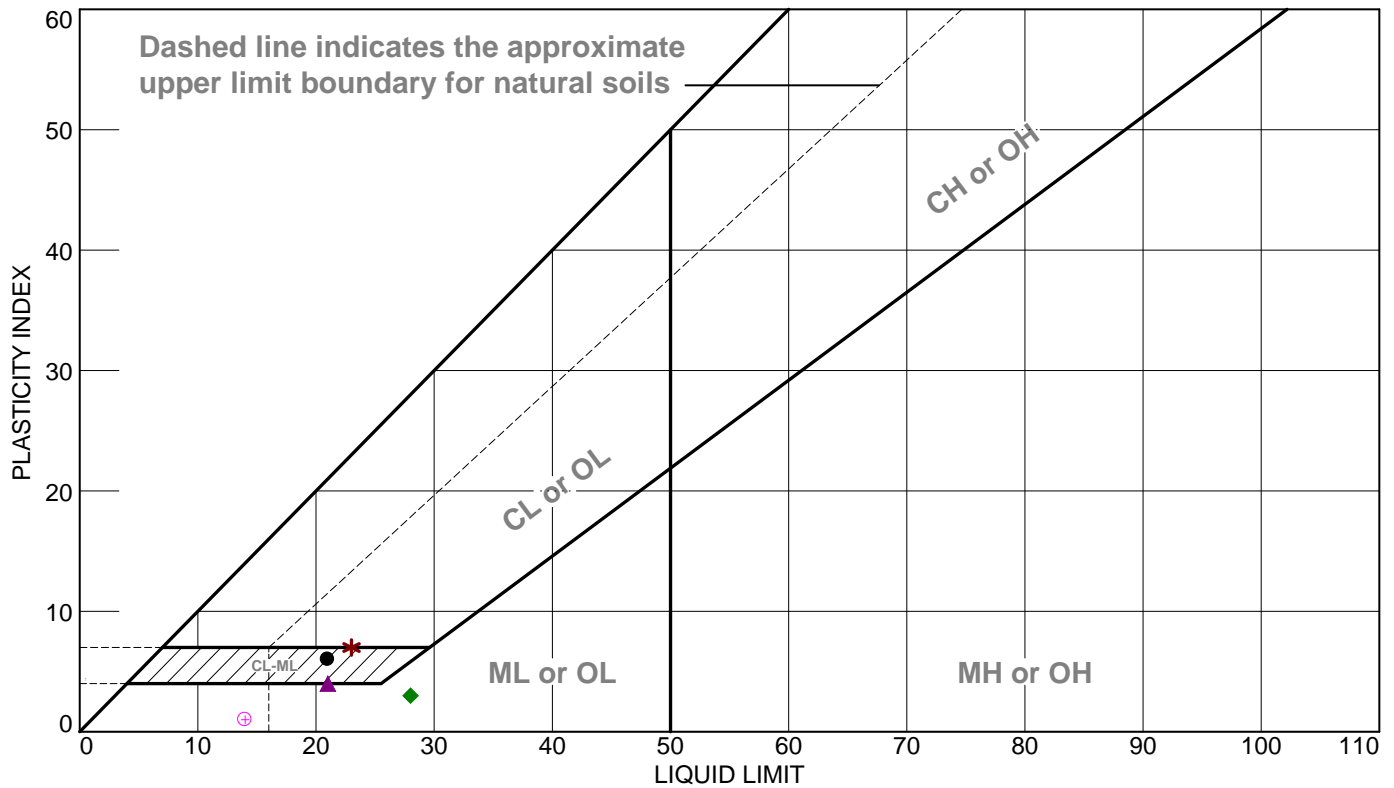
MATERIAL DESCRIPTION	TEST DATE	USCS	NM
○ silty, clayey sand	4/1/2021	SC-SM	8.6
□ poorly graded sand with silt and gravel	4/1/2021	SP-SM	5.8
△ well-graded sand with silt and gravel	4/1/2021		12.1

Project No. 2753 Client: LIONAKIS Project: MONO COUNTY JAIL ○ Source of Sample: B-4 Depth: 0.0 Sample Number: SG □ Source of Sample: B-4 Depth: 5.0 Sample Number: B △ Source of Sample: B-4 Depth: 12.5 Sample Number: E	Remarks: <div style="text-align: center; font-weight: bold; margin-top: 20px;">PLATE</div>
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Tested By: SS



LIQUID AND PLASTIC LIMITS TEST REPORT



SOIL DATA

	SOURCE	SAMPLE NO.	DEPTH	NATURAL WATER CONTENT (%)	PLASTIC LIMIT (%)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	LIQUIDITY INDEX	USCS
●	B-1	SG	0.0	8.5	15	21	6	-1.1	SC-SM
■	B-1	C	7.5	8.7	NP	NV	NP		SP-SM
▲	B-2	A	2.5	12.6	17	21	4	-1.1	SP-SC
◆	B-3	SG	0.0	19.7	25	28	3	-1.8	SM
▼	B-3	H	20.0	12.9	NP	NV	NP		SW-SM
*	B-4	SG	0.0	8.6	16	23	7	-1.1	SC-SM
⊕	B-4	B	5.0	5.8	13	14	1	-7.2	SP-SM
⊕	B-4	J	30.0	11.3	NP	NV	NP		SP-SM
⊗	B-4	L	40.0	22.1	NP	NV	NP		SM



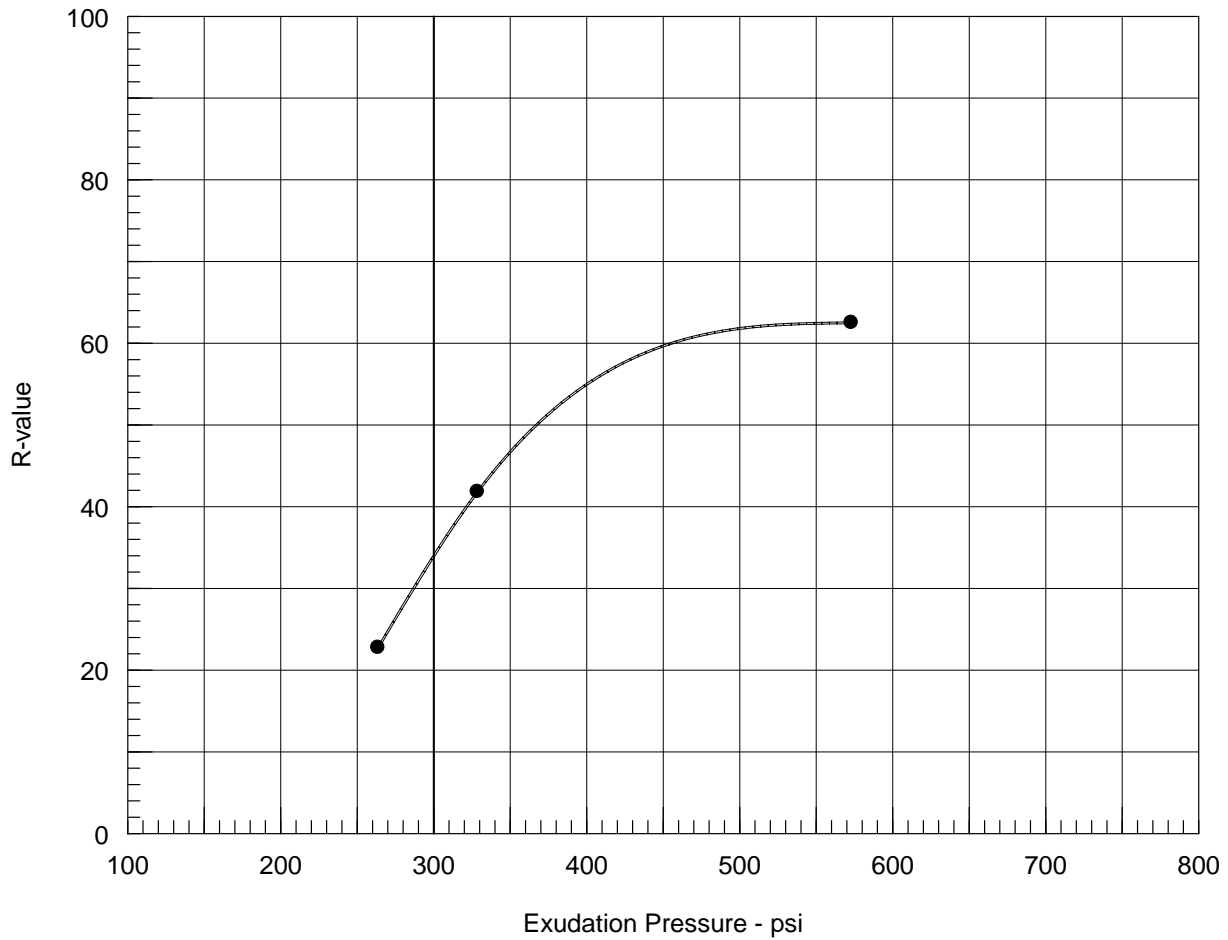
Client: LIONAKIS
Project: MONO COUNTY JAIL

Project No.: 2753

PLATE

Tested By: AS

R-VALUE TEST REPORT



Resistance R-Value and Expansion Pressure - ASTM D2844

No.	Compact. Pressure psi	Density pcf	Moist. %	Expansion Pressure psi	Horizontal Press. psi @ 160 psi	Sample Height in.	Exud. Pressure psi	R Value	R Value Corr.
1	150	130.3	10.1	0.00	104	2.50	264	22.8	22.8
2	200	132.5	9.2	0.00	72	2.50	329	41.8	41.8
3	300	133.2	8.7	0.00	43	2.50	573	62.5	62.5

Test Results

R-value at 300 psi exudation pressure = 34.0

Material Description

silty, clayey sand

Project No.: 2753

Project: MONO COUNTY JAIL

Source of Sample: B-1 **Depth:** 0.0

Sample Number: SG

Date: 4/5/2021

Tested by: MP

Checked by: NRA

Remarks:



PLATE _____



Silver State Labs-Reno
 1135 Financial Blvd
 Reno, NV 89502
 (775) 857-2400 FAX: (888) 398-7002
 www.ssalabs.com

Analytical Report

Workorder#: 21031505
 Date Reported: 4/13/2021

Client: CME-Construction Materials Engineers, Inc
Project Name: 2753/ Mono County Jail/ B-1 1-SG @ 0.0 - 2.5
PO #: 2663

Sampled By: Client

Laboratory Accreditation Number: NV015/CA2990

Laboratory ID	Client Sample ID	Date/Time Sampled	Date Received
21031505-01	B-1 1-SG @ 0.0 - 2.5	03/25/2021 0:00	3/31/2021

Parameter	Method	Result	Units	PQL	Analyst	Date/Time Analyzed	Data Flag
Sulfate	ASTM 1580C	< 0.02	%	0.02	AC	04/09/2021 14:37	

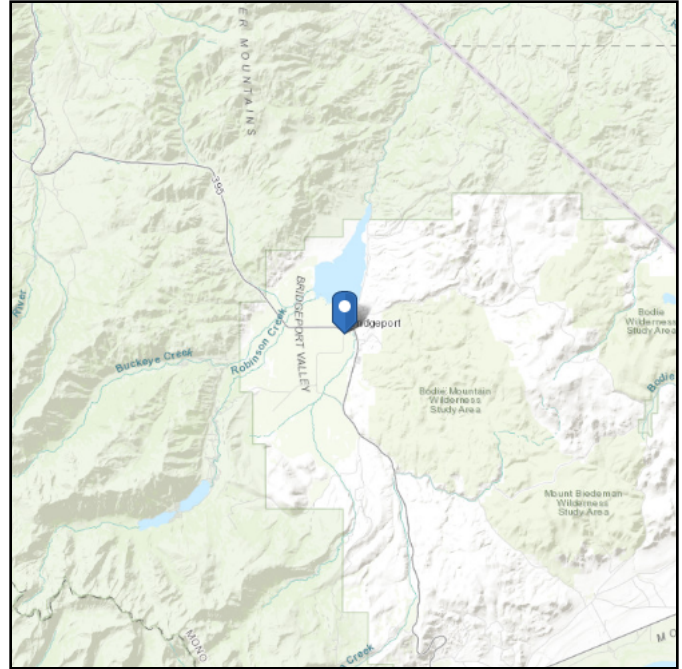
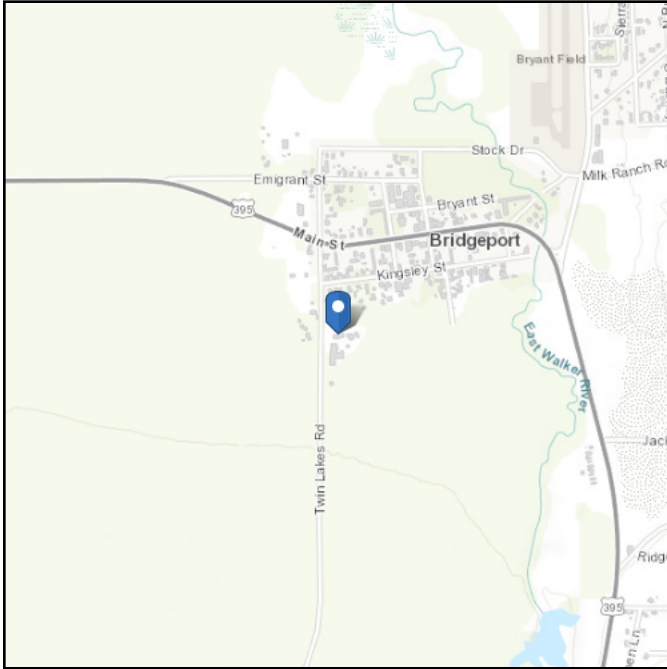
APPENDIX C

ASCE 7 Hazards Report

Address:
No Address at This
Location

Standard: ASCE/SEI 7-16
Risk Category: III
Soil Class: D - Stiff Soil

Elevation: 6471.09 ft (NAVD 88)
Latitude: 38.2531
Longitude: -119.2308



Site Soil Class: D - Stiff Soil

Results:

S_s :	1.196	S_{D1} :	N/A
S_1 :	0.39	T_L :	6
F_a :	1.022	PGA :	0.523
F_v :	N/A	PGA _M :	0.576
S_{MS} :	1.222	F_{PGA} :	1.1
S_{M1} :	N/A	I_e :	1.25
S_{DS} :	0.814	C_v :	1.339

Ground motion hazard analysis may be required. See ASCE/SEI 7-16 Section 11.4.8.

Data Accessed: Mon Feb 28 2022

Date Source: [USGS Seismic Design Maps](#)

The ASCE 7 Hazard Tool is provided for your convenience, for informational purposes only, and is provided “as is” and without warranties of any kind. The location data included herein has been obtained from information developed, produced, and maintained by third party providers; or has been extrapolated from maps incorporated in the ASCE 7 standard. While ASCE has made every effort to use data obtained from reliable sources or methodologies, ASCE does not make any representations or warranties as to the accuracy, completeness, reliability, currency, or quality of any data provided herein. Any third-party links provided by this Tool should not be construed as an endorsement, affiliation, relationship, or sponsorship of such third-party content by or from ASCE.

ASCE does not intend, nor should anyone interpret, the results provided by this Tool to replace the sound judgment of a competent professional, having knowledge and experience in the appropriate field(s) of practice, nor to substitute for the standard of care required of such professionals in interpreting and applying the contents of this Tool or the ASCE 7 standard.

In using this Tool, you expressly assume all risks associated with your use. Under no circumstances shall ASCE or its officers, directors, employees, members, affiliates, or agents be liable to you or any other person for any direct, indirect, special, incidental, or consequential damages arising from or related to your use of, or reliance on, the Tool or any information obtained therein. To the fullest extent permitted by law, you agree to release and hold harmless ASCE from any and all liability of any nature arising out of or resulting from any use of data provided by the ASCE 7 Hazard Tool.

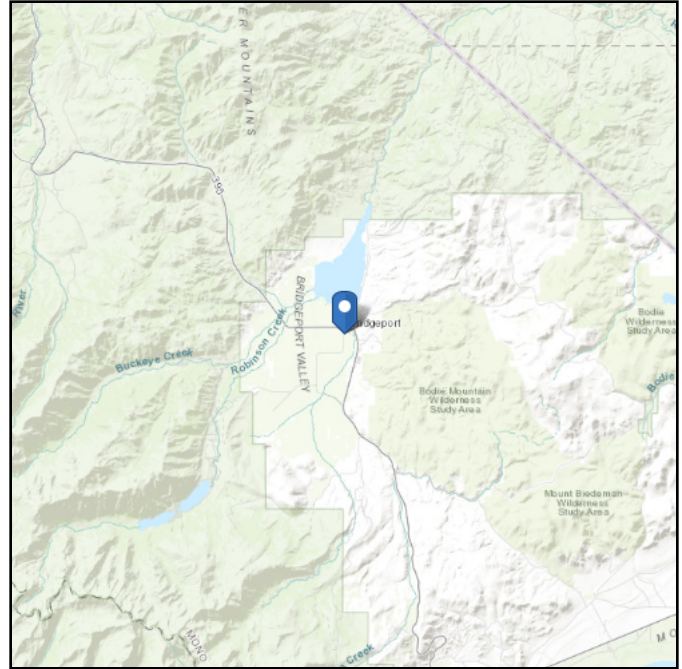
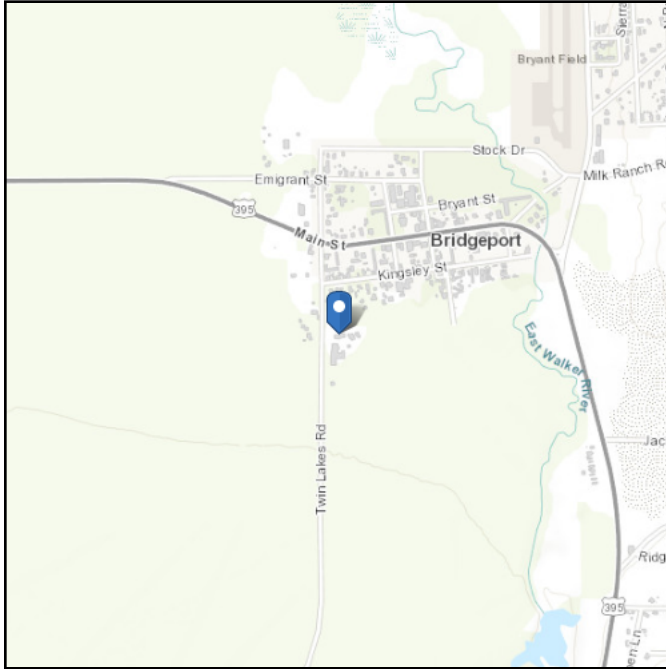


ASCE 7 Hazards Report

Address:
No Address at This
Location

Standard: ASCE/SEI 7-16
Risk Category: IV
Soil Class: D - Stiff Soil

Elevation: 6471.09 ft (NAVD 88)
Latitude: 38.2531
Longitude: -119.2308



Site Soil Class: D - Stiff Soil

Results:

S_s :	1.196	S_{D1} :	N/A
S_1 :	0.39	T_L :	6
F_a :	1.022	PGA :	0.523
F_v :	N/A	PGA _M :	0.576
S_{MS} :	1.222	F_{PGA} :	1.1
S_{M1} :	N/A	I_e :	1.5
S_{DS} :	0.814	C_v :	1.339

Ground motion hazard analysis may be required. See ASCE/SEI 7-16 Section 11.4.8.

Data Accessed: Mon Feb 28 2022

Date Source: [USGS Seismic Design Maps](#)

The ASCE 7 Hazard Tool is provided for your convenience, for informational purposes only, and is provided “as is” and without warranties of any kind. The location data included herein has been obtained from information developed, produced, and maintained by third party providers; or has been extrapolated from maps incorporated in the ASCE 7 standard. While ASCE has made every effort to use data obtained from reliable sources or methodologies, ASCE does not make any representations or warranties as to the accuracy, completeness, reliability, currency, or quality of any data provided herein. Any third-party links provided by this Tool should not be construed as an endorsement, affiliation, relationship, or sponsorship of such third-party content by or from ASCE.

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APPENDIX D

Unified Hazard Tool



Please do not use this tool to obtain ground motion parameter values for the design code reference documents covered by the [U.S. Seismic Design Maps web tools](#) (e.g., the International Building Code and the ASCE 7 or 41 Standard). The values returned by the two applications are not identical.

^ Input

Edition

Spectral Period

Latitude

Decimal degrees

Time Horizon

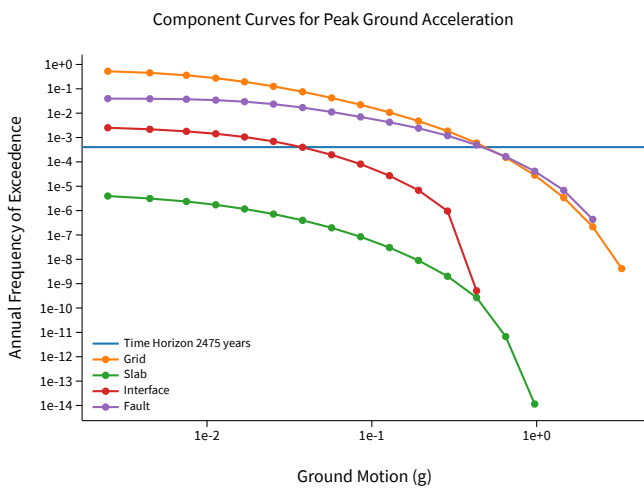
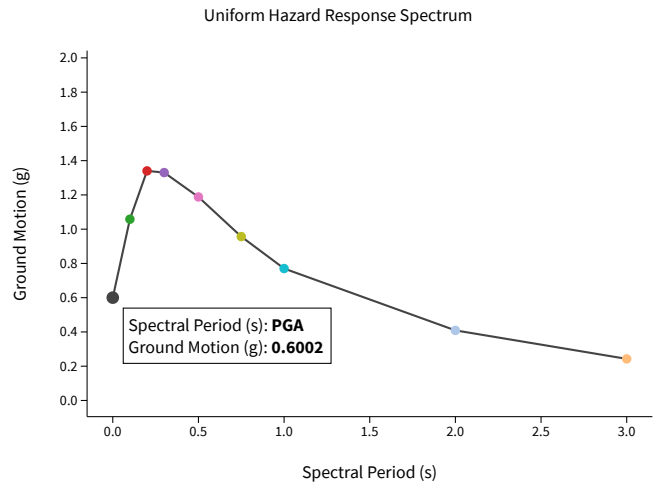
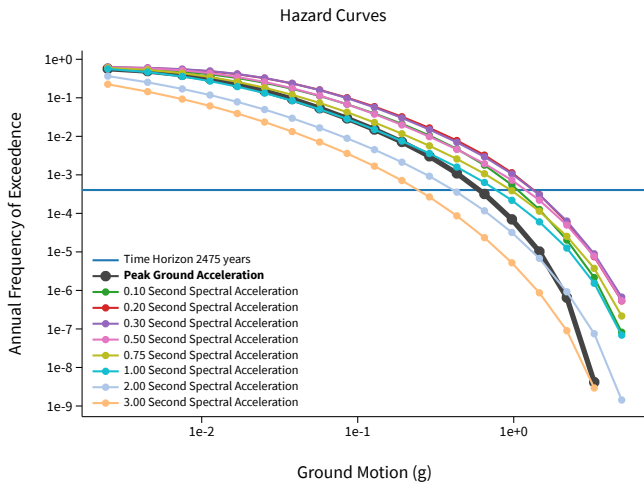
Return period in years

Longitude

Decimal degrees, negative values for western longitudes

Site Class

^ Hazard Curve

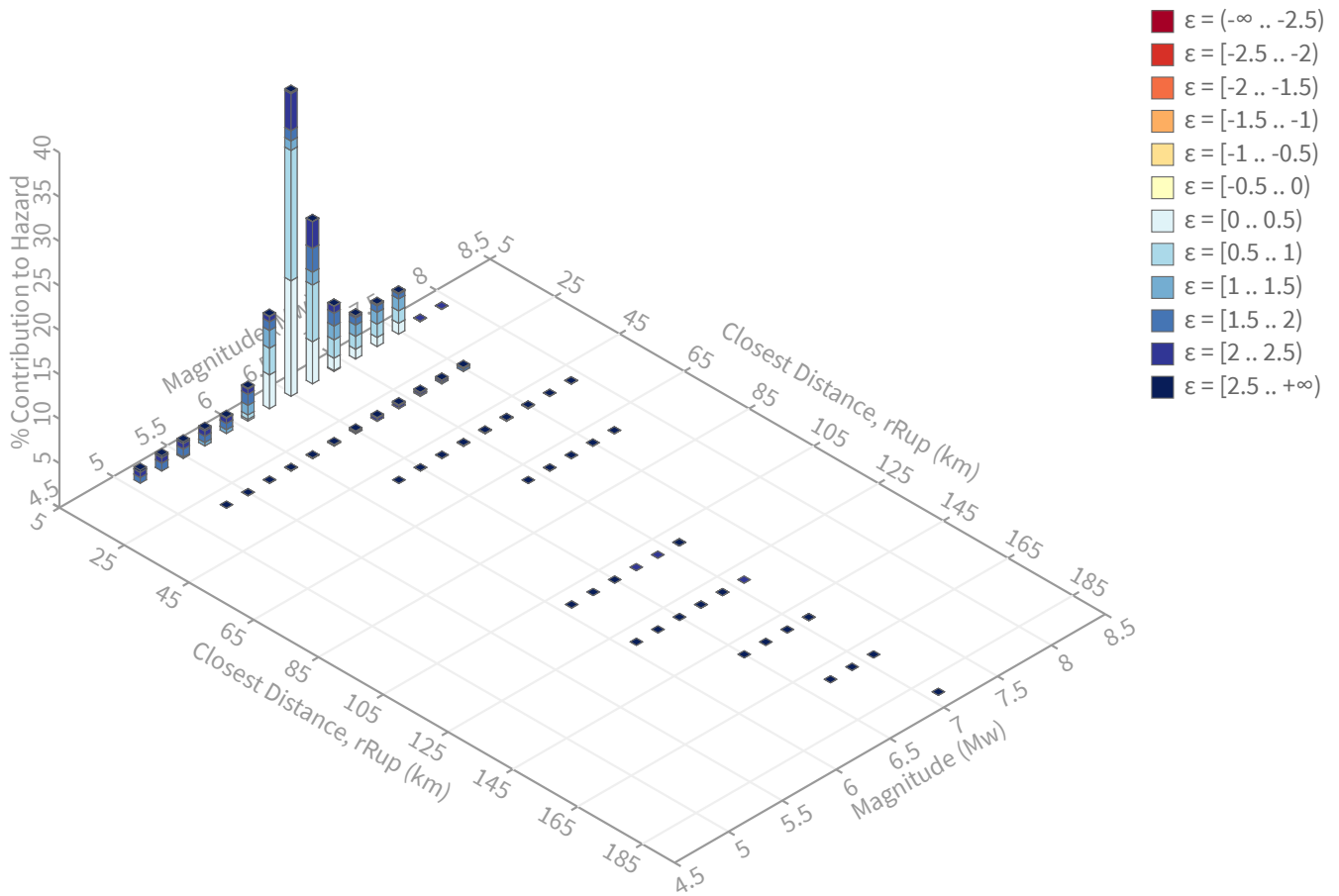


[View Raw Data](#)

^ Deaggregation

Component

Total



Summary statistics for, Deaggregation: Total

Deaggregation targets

Return period: 2475 yrs

Exceedance rate: 0.0004040404 yr⁻¹

PGA ground motion: 0.60022663 g

Recovered targets

Return period: 2757.1682 yrs

Exceedance rate: 0.00036269097 yr⁻¹

Totals

Binned: 100 %

Residual: 0 %

Trace: 0.03 %

Mean (over all sources)

m: 6.56

r: 7.46 km

ε₀: 1.07 σ

Mode (largest m-r bin)

m: 6.47

r: 5.82 km

ε₀: 0.8 σ

Contribution: 34.25 %

Mode (largest m-r-ε₀ bin)

m: 6.46

r: 4.48 km

ε₀: 0.8 σ

Contribution: 14.69 %

Discretization

r: min = 0.0, max = 1000.0, Δ = 20.0 km

m: min = 4.4, max = 9.4, Δ = 0.2

ε: min = -3.0, max = 3.0, Δ = 0.5 σ

Epsilon keys

ε0: [-∞ .. -2.5)

ε1: [-2.5 .. -2.0)

ε2: [-2.0 .. -1.5)

ε3: [-1.5 .. -1.0)

ε4: [-1.0 .. -0.5)

ε5: [-0.5 .. 0.0)

ε6: [0.0 .. 0.5)

ε7: [0.5 .. 1.0)

ε8: [1.0 .. 1.5)

ε9: [1.5 .. 2.0)

ε10: [2.0 .. 2.5)

ε11: [2.5 .. +∞]

Deaggregation Contributors

Source Set ↴ Source	Type	r	m	ϵ_0	lon	lat	az	%
bFault.ch	Fault							34.20
Robinson Creek 50		4.49	6.50	0.48	119.303°W	38.239°N	256.06	27.87
Mono Lake 50		12.01	6.69	2.11	119.189°W	38.150°N	162.41	6.34
shear4.in	Grid							28.68
PointSourceFixedStrike: -119.300, 38.300		1.16	6.89	0.40	119.300°W	38.300°N	310.98	3.59
PointSourceFixedStrike: -119.200, 38.200		2.49	6.89	0.62	119.200°W	38.200°N	155.48	2.82
PointSourceFixedStrike: -119.100, 38.200		4.11	6.91	0.84	119.100°W	38.200°N	117.15	2.08
PointSourceFixedStrike: -119.400, 38.400		3.44	7.09	0.69	119.400°W	38.400°N	317.99	1.73
PointSourceFixedStrike: -119.200, 38.300		5.66	6.92	1.03	119.200°W	38.300°N	26.91	1.56
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PointSourceFixedStrike: -119.400, 38.300		7.06	6.94	1.19	119.400°W	38.300°N	289.63	1.19
PointSourceFixedStrike: -119.000, 38.100		4.87	7.16	0.84	119.000°W	38.100°N	130.04	1.15
PointSourceFixedStrike: -119.300, 38.400		7.73	6.96	1.25	119.300°W	38.400°N	339.73	1.04
bFault.gr	Fault							18.82
Robinson Creek 50		4.50	6.46	0.56	119.303°W	38.239°N	256.06	15.50
Mono Lake 50		13.17	6.61	2.18	119.189°W	38.150°N	162.41	3.32
EXTmap.ch.in (opt)	Grid							11.44
PointSourceFinite: -119.231, 38.302		7.22	5.76	1.58	119.231°W	38.302°N	0.00	3.22
PointSourceFinite: -119.231, 38.329		9.01	5.87	1.76	119.231°W	38.329°N	0.00	2.80
PointSourceFinite: -119.231, 38.311		7.79	5.80	1.64	119.231°W	38.311°N	0.00	2.58
PointSourceFinite: -119.231, 38.365		11.70	6.02	1.98	119.231°W	38.365°N	0.00	1.23
EXTmap.gr.in (opt)	Grid							5.72
PointSourceFinite: -119.231, 38.302		7.22	5.76	1.58	119.231°W	38.302°N	0.00	1.61
PointSourceFinite: -119.231, 38.329		9.01	5.87	1.76	119.231°W	38.329°N	0.00	1.40
PointSourceFinite: -119.231, 38.311		7.79	5.80	1.64	119.231°W	38.311°N	0.00	1.29

**GEOTECHNICAL DATA
MEMORANDUM - Revision 1
Mono County Jail Preconstruction CPT
Testing and Liquefaction Analyses
Bridgeport, California**

To:	Mr. Mike Davey, AIA LIONAKIS	From:	Nick Anderson, PE, GE CME
Date:	February 6, 2024	File:	2753
Subject:	Geotechnical Data Memorandum Revision 1 Preconstruction CPT Testing and Liquefaction Analyses Mono County Jail 193 Twin Lakes Road APN 08-080-007 Bridgeport, Mono County, California		

Dear Mr. Davey:

Construction Materials Engineers Inc. (CME) is pleased to submit our Geotechnical Data Memorandum which transmits the preconstruction Cone Penetration Testing (CPT) test results and liquefaction analyses performed as part of the preconstruction ground improvement design and performance specification efforts at the proposed Mono County Jail project at 193 Twin Lakes Road (APN 08-080-007) in Bridgeport, Mono County, California.

Thank you for the opportunity to provide our services and look forward to working on future endeavors together.

Please contact the undersigned if you have any questions or require additional information.

Sincerely,

CONSTRUCTION MATERIALS ENGINEERS, INC.

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Cell: 916-705-1959



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Engineering Intern
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Direct: 775-737-7573
Cell: 775-376-2196

NRA:CJJ:cjj
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APPENDIX A

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CPT Liquefaction Analyses
Pore Pressure Dissipation Tests
CPT Cone Calibration Report

GEOTECHNICAL DATA MEMORANDUM – Revision 1

Mono County Jail

Preconstruction CPT Testing and Liquefaction Analyses

193 Twin Lakes Road, Bridgeport, Mono County, California

1.0 INTRODUCTION

Presented herein are the results of Construction Materials Engineers, Inc.'s (CME) geotechnical exploration, engineering analyses, and geotechnical conclusions for the Mono County Jail project located in Bridgeport, California.

The objectives of this study were to perform Cone Penetration Testing (CPT) soundings to:

- Establish soil properties within areas designated for the ground improvement test section;
- Further investigate the general soil and groundwater conditions at the subject site; and
- Perform additional liquefaction hazard analyses throughout the entire proposed building footprint to establish baseline soil conditions for development of the ground improvement performance specification.

The area covered by this report is included on Plate A-1 (Exploration Location Map) in Appendix A. CME understands results from the CPT soundings performed will be used by the ground improvement contractor for further analysis and to assess compliance with the ground improvement performance specification for the project.

2.0 SUPPLEMENTAL SUBSURFACE EXPLORATION

2.1 PRECONSTRUCTION CPT SOUNDINGS

Cone Penetration Test (CPT) is a reliable in-situ index test used for assessing the subsurface stratigraphy and identifying potentially liquefiable soil horizons. On October 12th and 13th, 2023, Taber Drilling performed twelve (12) CPT soundings in general accordance with ASTM D5778 to approximately 15 feet bgs. CPT testing was performed using a 20 Ton Electronic "Push" ten-wheeled truck unit, ballasted to 45,000 pounds. The CPT cone tip, friction, and pressure readings were calibrated January 31, 2023.

During performance of the CPT soundings, Pore Pressure Dissipation Tests (PPDTs) were performed to verify groundwater depth within all CPT soundings. PPDTs were performed in general accordance with ASTM D5778 Section 12.3.6.

CPT sounding locations, CPT PPDTs, and CPT cone calibration reports are presented in Appendix A. Processed CPT cone readings are provided to the client in electronic format (not included in an appendix).

3.0 GROUNDWATER DEPTH ESTIMATES

Groundwater depth estimates were calculated using the PPDTs data collected during the current exploration. Table 4 includes the estimated groundwater depth for each CPT location.

Table 1: Summary of Estimated Groundwater Depths

Exploration ID	Approximate Elevation (ft)	Estimated Groundwater Depth below Existing Ground Surface (ft)	Estimated Groundwater Elevation (ft)
CPT-23-PRE-01	6,479	7.9	6,471
CPT-23-PRE-02	6,479	8.8	6,470
CPT-23-PRE-03	6,478.5	N.M.	N.M.
CPT-23-PRE-04	6,478	8.0	6,470
CPT-23-PRE-05	6,478	8.1	6,470
CPT-23-PRE-06	6,479	10.2	6,469
CPT-23-PRE-07	6,479.5	9.3	6,470
CPT-23-PRE-07a	6,479.5	8.5	6,471
CPT-23-PRE-08	6,479	N.M.	N.M.
CPT-23-PRE-09	6,479	8.6	6,470
CPT-23-PRE-10	6,479	9.4	6,470
CPT-23-PRE-11	6,479	10.0	6,469
Average		8.9	6,470
NOTES:			
1. Groundwater elevations presented in this table represents approximate groundwater depths based on the CPT PPDT interpretation and may not represent stabilized levels or reflect seasonal variations.			
2. "N.M." = Not Measured			

4.0 ANALYSES

4.1 LIQUEFACTION ANALYSES ASSUMPTIONS

Liquefaction is a loss of soil shear strength which can occur during earthquake generated ground motion as cyclic shear stresses generate excessive pore water pressure between the soil grains resulting in seismically induced settlement. Liquefaction is generally limited to soil layers having low to non-plastic (i.e., $PI < 7$)¹ characteristics. The soil types most susceptible to liquefaction are loose to medium dense cohesionless sands, soft to stiff non-plastic to low plastic silts, or any combination of silt-sand mixtures lying below the groundwater table. The higher the ground acceleration caused by a seismic event or the longer the duration of shaking, the higher the probability that liquefaction will occur.

To assess the liquefaction potential, CME performed liquefaction analyses for the subject site using data from CPT testing. The following design assumptions were utilized for the analyses:

- For cyclic resistance ratio (CRR) calculations, groundwater was modeled at the interpreted groundwater depth based on the PPDTs.
- For cyclic stress ratio (CSR) calculations, groundwater was modeled at 1ft below ground surface.
- Boulanger & Idriss (2014) methodologies for liquefaction triggering.
- AASHTO LRFD Bridge Design Specifications (2020), Section 10.5.4.2 generally notes liquefaction need not be considered normalized cone tip resistance (q_{c1N}) is greater than 150 tsf.
- According to Robertson (2009) soils with a Soil Behavior Type Index (I_c) greater than 2.60 are characterized as clay-like and likely are not susceptible to cyclic liquefaction.
- Depth weighting factors² were not applied
- Thin layer corrections and transition layer detection applied³.
- Estimated liquefaction induced building settlement included volumetric strain related, deviatoric (i.e., shearing) related, and ejecta related settlement.
- Results will be averaged over 0.5 to 1.0-foot intervals.
- A design peak ground acceleration of 0.60 g was used for analysis.
- A moment magnitude earthquake (M_w) of 6.6.
- Sloping ground at 1 percent (%).

Results from the liquefaction analysis are attached in Appendix A and summarized in Table 2.

¹ Boulanger and Idriss (2006) recommend considering a soil to have clay-like behavior (i.e., not susceptible to liquefaction) where the plasticity index of the soil is equal to or greater than 7.

² Weighting factor for ε_v : Cetin et al (2009) suggested a simple linear weighting factor that will weight the volumetric strain (ε_v) with depth. The weighting starts from 1.00 at the ground surface and equals to 0.00 at the weighting limit depth. Cetin et al 2009 suggested a depth limit of 18m.

³ Software will locate and eliminate points that belong to transition layers.

Table 2: Liquefaction Analyses Summary

CPT	Termination Depth (ft)	Approximate Elevation (ft)	Approximate Depth to Bottom of Liquefiable Zone (ft)	Estimated Bottom of Liquefiable Zone Elevation (ft)	Estimated Liquefaction Induced Volumetric Strain Related Settlement (in)	Estimated Liquefaction Induced Building Settlement (in)
CPT-23-PRE-01	14.6	6,479	8.0	6,471.0	1.7	2.6
CPT-23-PRE-02	14.9	6,479	9.5	6,469.5	1.6	2.4
CPT-23-PRE-03	14.9	6,478.5	9.0	6,469.5	1.9	2.9
CPT-23-PRE-04	14.9	6,478	9.0	6,469.0	3.3	5.0
CPT-23-PRE-05	14.9	6,478	8.5	6,469.5	2.3	3.5
CPT-23-PRE-06	13.5	6,479	10.0	6,469.0	2.2	3.3
CPT-23-PRE-07**	10.2	6,479.5	10.0	6,469.5	2.0	3.0
CPT-23-PRE-07a	13.6	6,479.5	11.0	6,468.5	2.3	3.5
CPT-23-PRE-08	14.6	6,479	10.5	6,468.5	1.2	1.8
CPT-23-PRE-09	15.1	6,479	9.0	6,470.0	2.6	3.9
CPT-23-PRE-10	13.8	6,479	10.5	6,468.5	2.9	4.4
CPT-23-PRE-11	15.1	6,479	10.5	6,468.5	2.0	3.0
Range			8.0 to 11.0	6,468.5 to 6,471.0	1.2 to 3.3	1.8 to 5.0

NOTES:

1. ** where exploration termination depth may not reflect total thickness of soil layers susceptible to liquefaction.
2. Liquefaction Induced Building Settlement ($S_{building,total}$) includes Liquefaction Induced Volumetric Strain Related Settlement (S_{ev}), Liquefaction Induced Deviatoric/Shear Related Settlement ($S_{deviatoric}$), and Liquefaction Induced Ejecta Related Settlement (S_{ejecta}).
3. According to Cetin (2010)⁴ S_{ev} "constitutes about two thirds of the total settlement" ($S_{building,total}$)

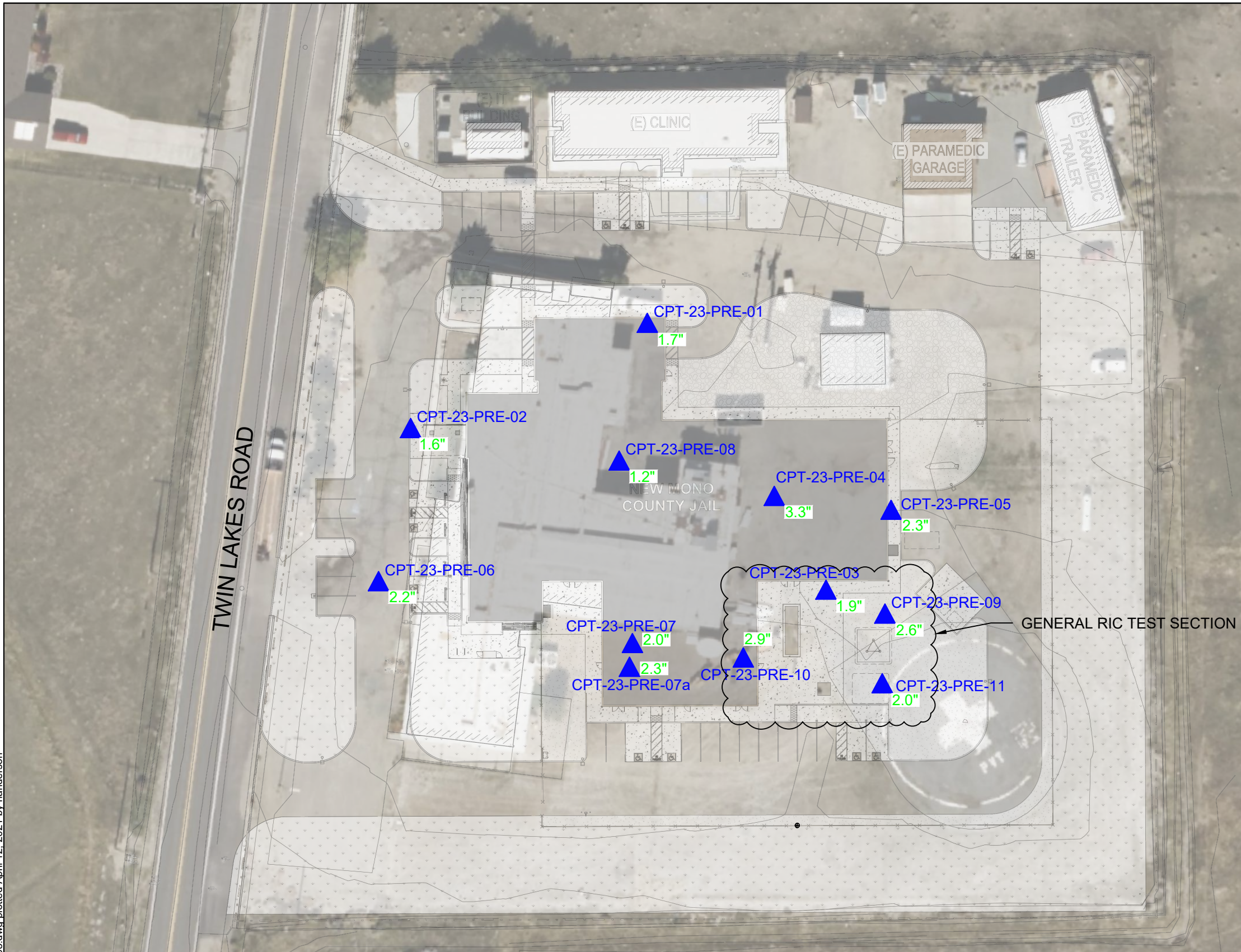
According to the analyses, the deepest liquefiable soil is to elevation 6,468.5 feet. If ground improvement is performed, we recommend liquefaction mitigation extending to an elevation of 6,468.5 feet or lower.

⁴ Assessment of Liquefaction-Induced Foundation Soil Deformations, Cetin et al, 2010

5.0 STANDARD LIMITATIONS CLAUSE

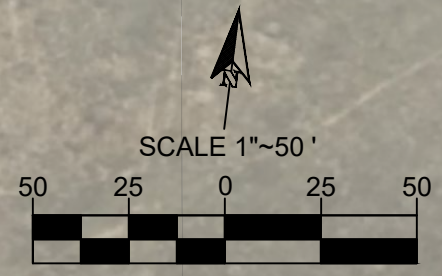
Exploration Location and Geologic Variations	<ul style="list-style-type: none"> This report has been prepared in accordance with generally accepted local geotechnical practices. The conclusions and recommendations of this report are provided for the design and construction of the proposed project as described in this report. The analyses and recommendations contained herein are based upon field exploration locations included on Plate A-1. Exploration locations included as part of this report should be considered accurate only to the degree implied by the methods used. This report does not reflect soil, rock, or groundwater variations that may become evident during the construction period, at which time re-evaluation of the recommendations may be necessary.
General Intent and Information Distribution	<ul style="list-style-type: none"> The intent of this report is to provide geotechnical information related to construction and design of the project. The owner/project manager is responsible for distribution of this report to all designers and contractors whose work is affected by geotechnical recommendations provided. In the event of changes in the design, location, or ownership of the project prior to construction, our recommendations should be reviewed by our geotechnical representative. If our engineer is not accorded the privilege of making this recommended review, the CME can assume no responsibility for misinterpretation or misapplication of his recommendations or their validity in the event changes have been made in the original design concept without our prior review.
Warranties	<ul style="list-style-type: none"> CME makes no other warranties, either expressed or implied, as to the professional advice provided under the terms of this agreement and included in this report. Any use, reliance on, or decisions, which a third party makes based upon the information contained in this report, are the sole responsibility of such third parties. CME accepts no responsibility for damages, if any, suffered by any third party as a result of decisions made or actions based on this report.
Clay Soil	<ul style="list-style-type: none"> Clay soil may be present in discontinuous areas below the proposed improvements. Clay soil may potentially shrink or swell (volume changes) in response to changes in the moisture content of the soil. Moisture changes in these soil can occur as a result of seasonal variations in precipitation, poor site drainage, landscape irrigation, leaking underground pipes, capillary action, or from other sources. Volume changes in clay soil can cause differential movements in structural elements constructed in the sphere of influence or bearing on the clay soil. The project geotechnical engineer shall be notified where questionable soils are encountered.
Standard Owner Maintenance and Monitoring Responsibility	<ul style="list-style-type: none"> All structures are subjected to deterioration from environmental and manmade exposures. As a result, all structures require frequent monitoring and regular maintenance to prevent damage and/or deterioration. Such monitoring and maintenance are the sole responsibility of the Owner. CME, Inc. shall have no responsibility for such issues or resulting damages.
Environmental Hazards Evaluation	<ul style="list-style-type: none"> Any evaluation of the site for the presence of surface or subsurface hazardous substances is beyond the scope of this study. When suspected hazardous substances are encountered during routine geotechnical investigations, they are noted in the exploration logs and reported to the client.

APPENDIX A



TWIN LAKES ROAD

GENERAL RIC TEST SECTION LOCATION



V:\Active\2753\autocad\2753.dwg plotted April 12, 2021 by nanderson

CME CONSTRUCTION MATERIALS ENGINEERS INC.
 300 Sierra Manor Drive, Suite 1
 Reno, NV 89511

LIONAKIS
MONO COUNTY JAIL - CPT TESTING
EXPLORATION LOCATION MAP
BRIDGEPORT, CA

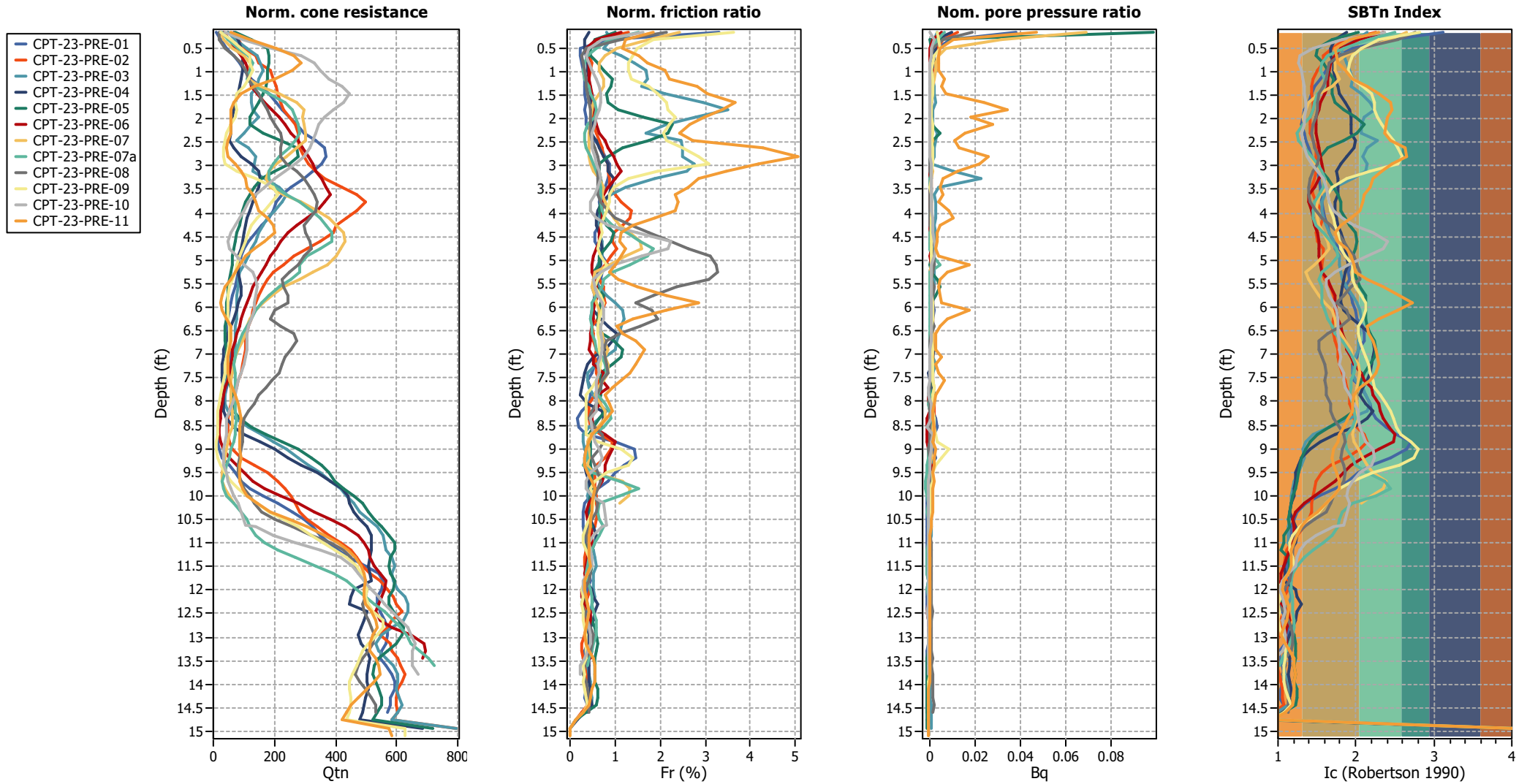
PROJECT NO.: 2753 DATE: 10/20/2023

LEGEND
 ▲ APPROXIMATE CPT LOCATION 0.7" ESTIMATED LIQUEFACTION INDUCED SETTLEMENT

PLATE
A-1

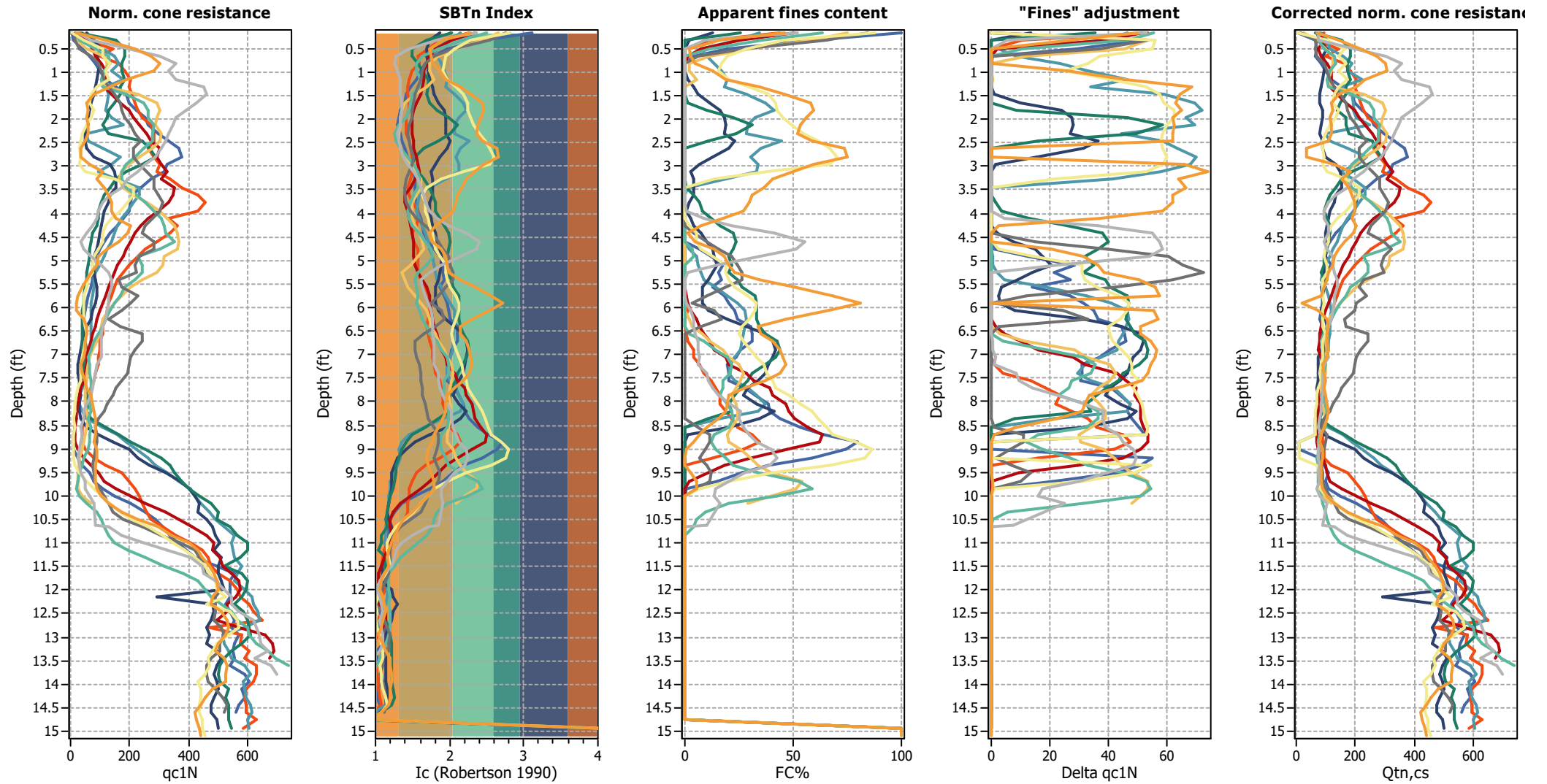
Project: Mono County Jail - Pre-RIC CPT Testing

Overlay Normalized Plots



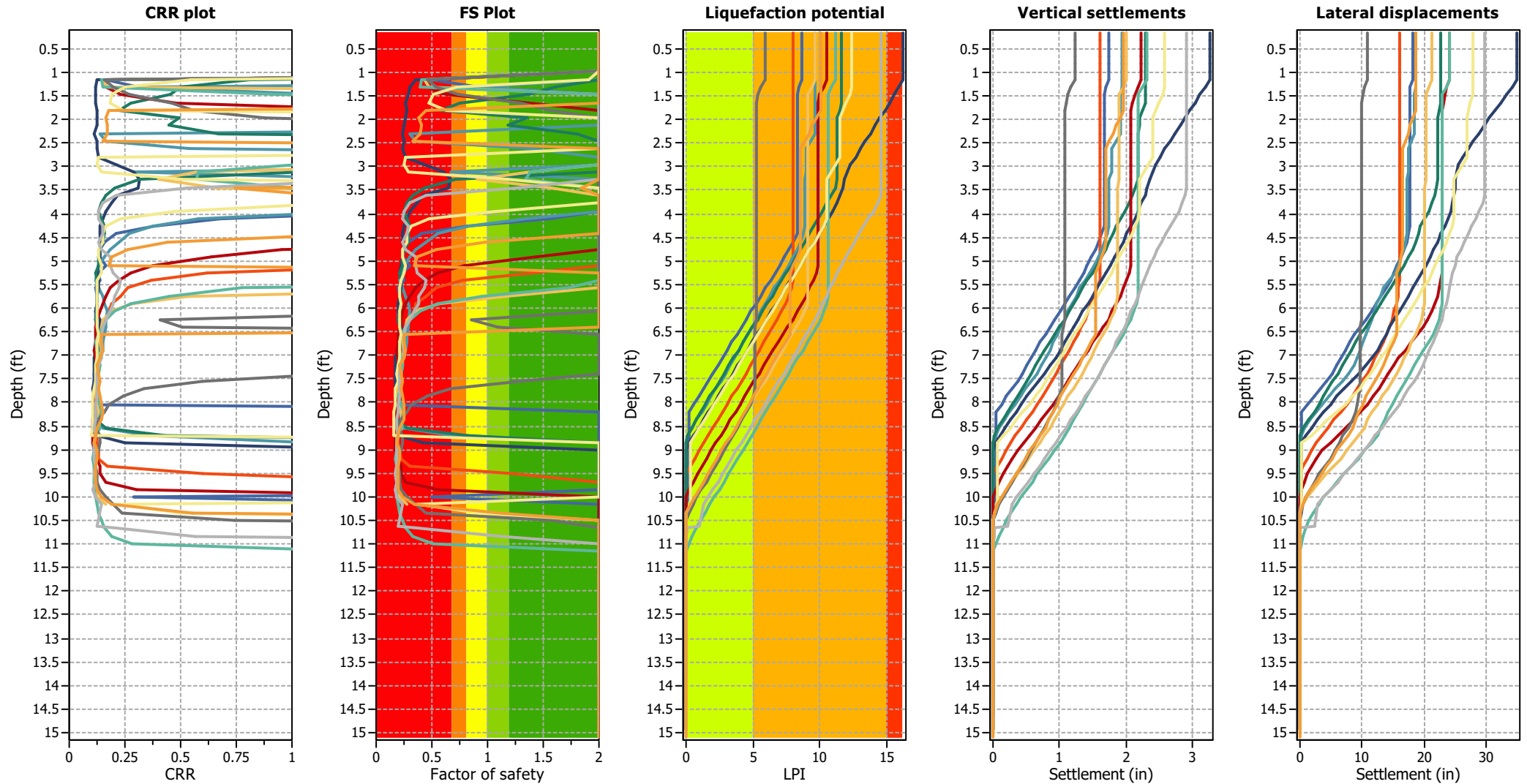
Project: Mono County Jail - Pre-RIC CPT Testing

Overlay Intermediate Results



Project: Mono County Jail - Pre-RIC CPT Testing

Overlay Cyclic Liquefaction Plots



Project: Mono County Jail - Pre-RIC CPT Testing

Overlay Strength Loss Plots

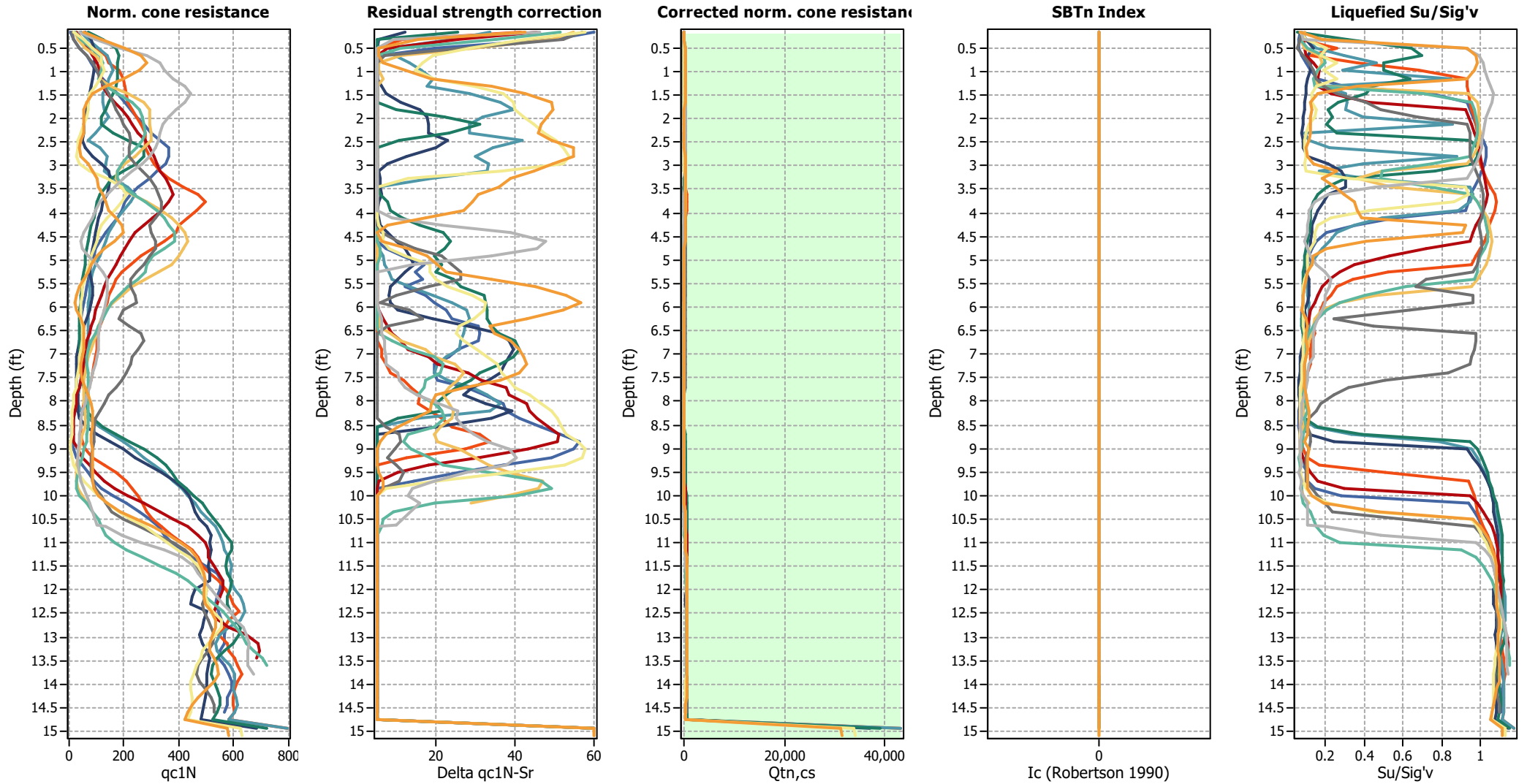


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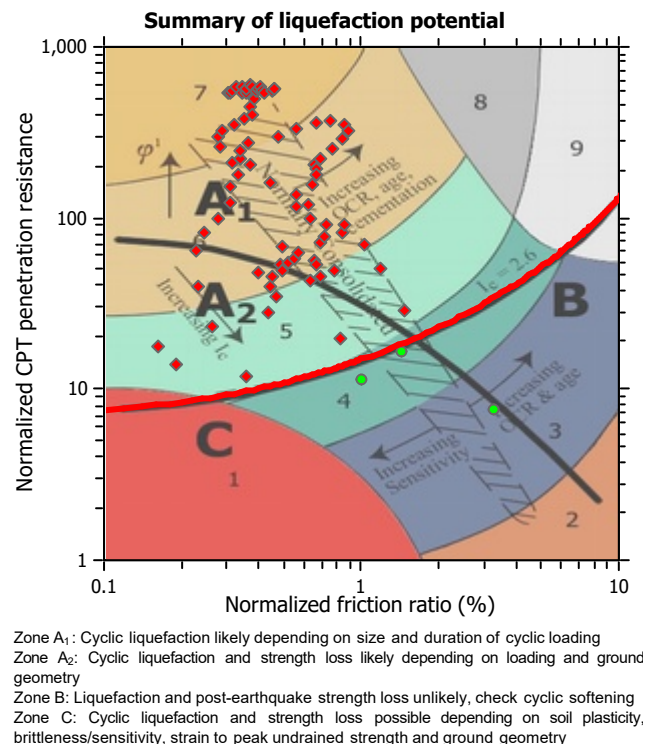
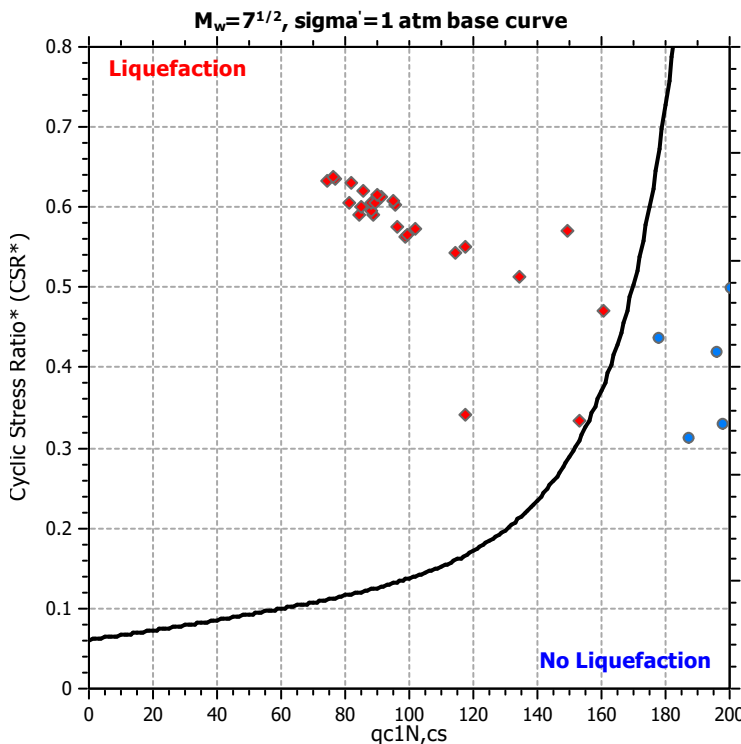
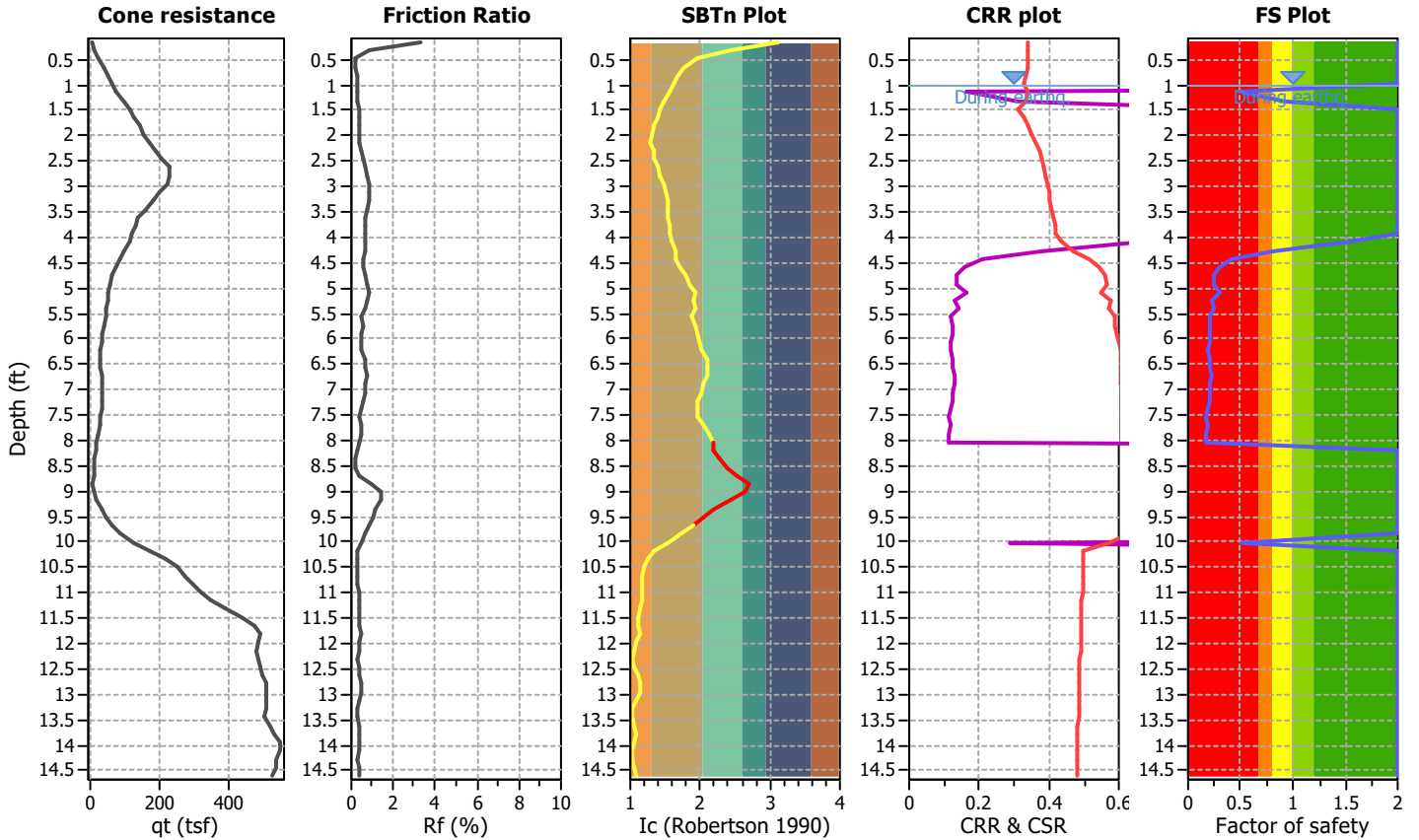
LIQUEFACTION ANALYSIS REPORT

Project title : Mono County Jail - Pre-RIC CPT Testing
CPT file : CPT-23-PRE-01

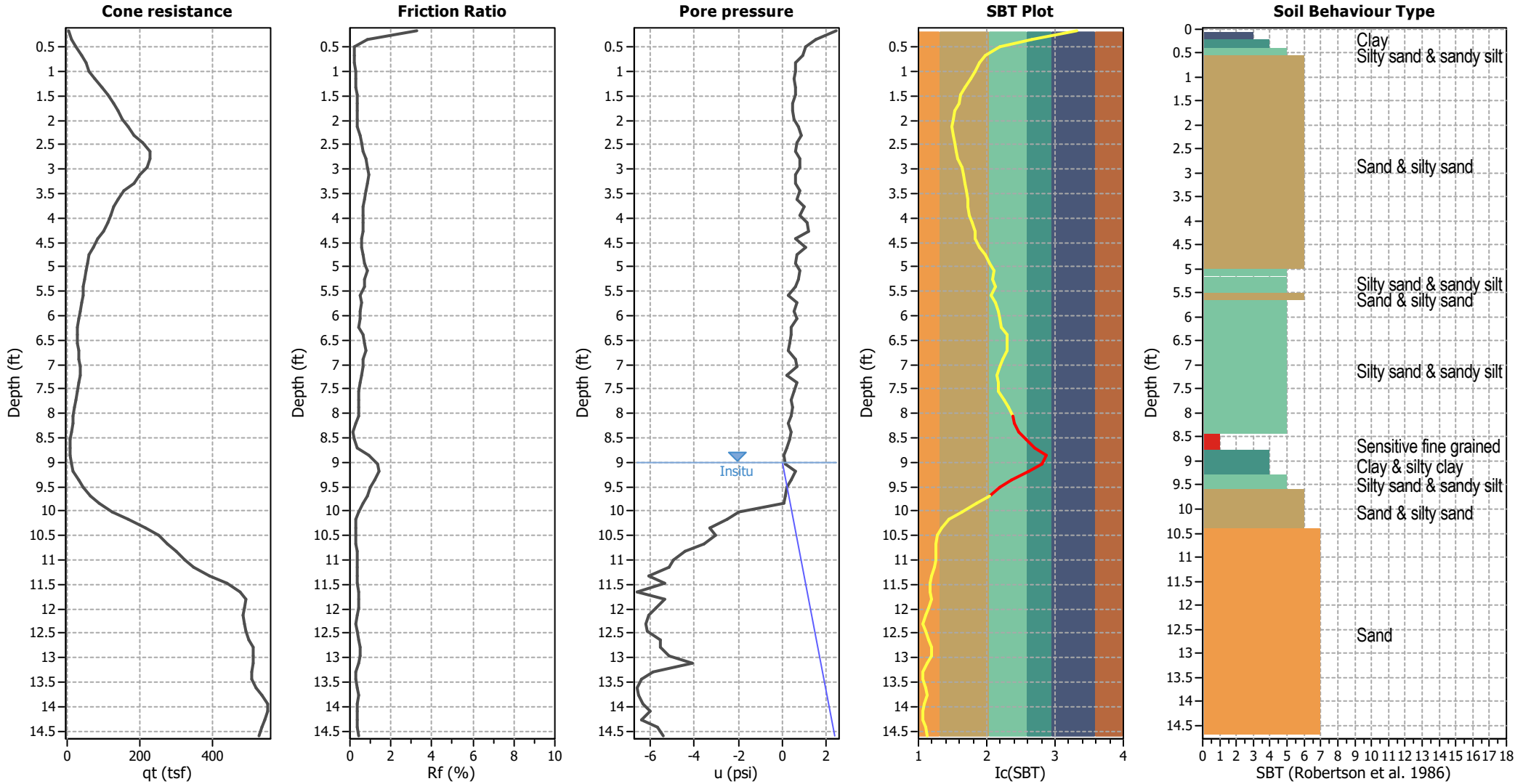
Location : Bridgeport, Mono County, CA

Input parameters and analysis data

Analysis method:	B&I (2014)	G.W.T. (in-situ):	9.00 ft	Use fill:	No	Clay like behavior applied:	Sands only
Fines correction method:	B&I (2014)	G.W.T. (earthq.):	1.00 ft	Fill height:	N/A	Limit depth applied:	No
Points to test:	Based on Ic value	Average results interval:	3	Fill weight:	N/A	Limit depth:	N/A
Earthquake magnitude M_w :	6.60	Ic cut-off value:	2.60	Trans. detect. applied:	Yes	MSF method:	Method based
Peak ground acceleration:	0.60	Unit weight calculation:	Based on SBT	K_σ applied:	Yes		



CPT basic interpretation plots



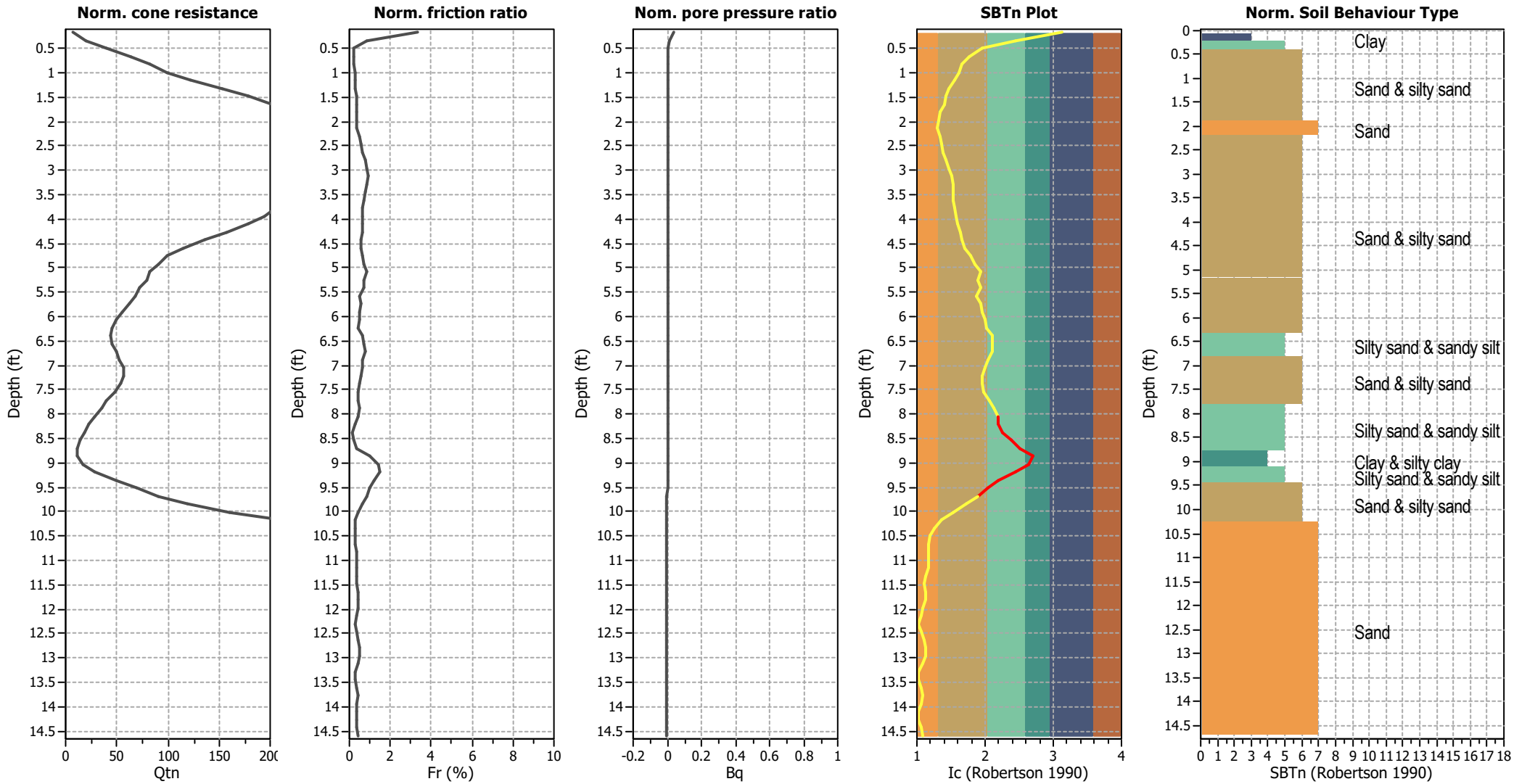
Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (erthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on Ic value	Ic cut-off value:	2.60	K_v applied:	Yes
Earthquake magnitude M_w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

SBT legend

1. Sensitive fine grained	4. Clayey silt to silty	7. Gravely sand to sand
2. Organic material	5. Silty sand to sandy silt	8. Very stiff sand to
3. Clay to silty clay	6. Clean sand to silty sand	9. Very stiff fine grained

CPT basic interpretation plots (normalized)



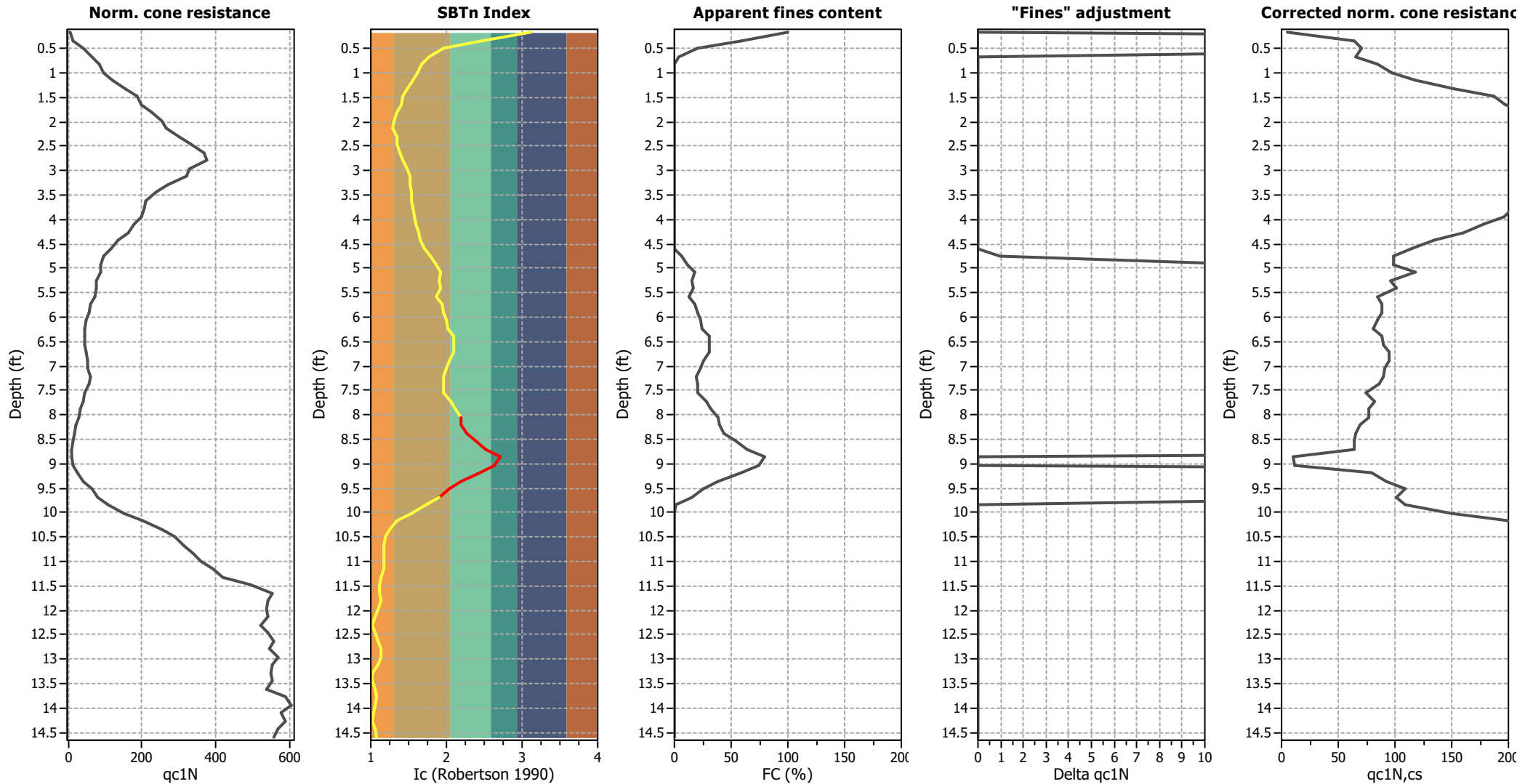
Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (erthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on Ic value	Ic cut-off value:	2.60	K_{σ} applied:	Yes
Earthquake magnitude M_w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

SBTn legend

1. Sensitive fine grained	4. Clayey silt to silty	7. Gravely sand to sand
2. Organic material	5. Silty sand to sandy silt	8. Very stiff sand to
3. Clay to silty clay	6. Clean sand to silty sand	9. Very stiff fine grained

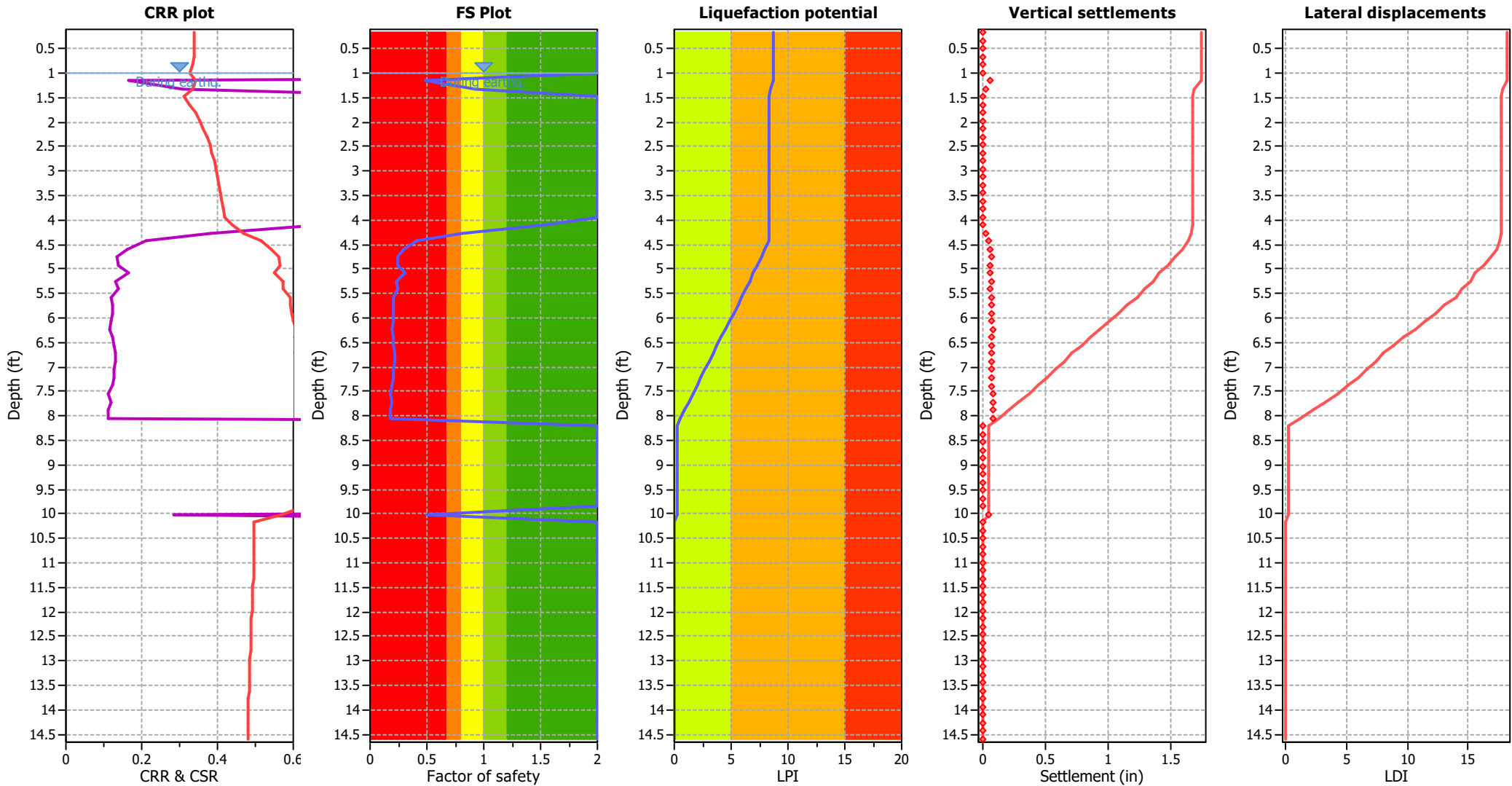
Liquefaction analysis overall plots (intermediate results)



Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (erthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on Ic value	Ic cut-off value:	2.60	K _σ applied:	Yes
Earthquake magnitude M _w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

Liquefaction analysis overall plots



Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (erthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on Ic value	Ic cut-off value:	2.60	K_{σ} applied:	Yes
Earthquake magnitude M_w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

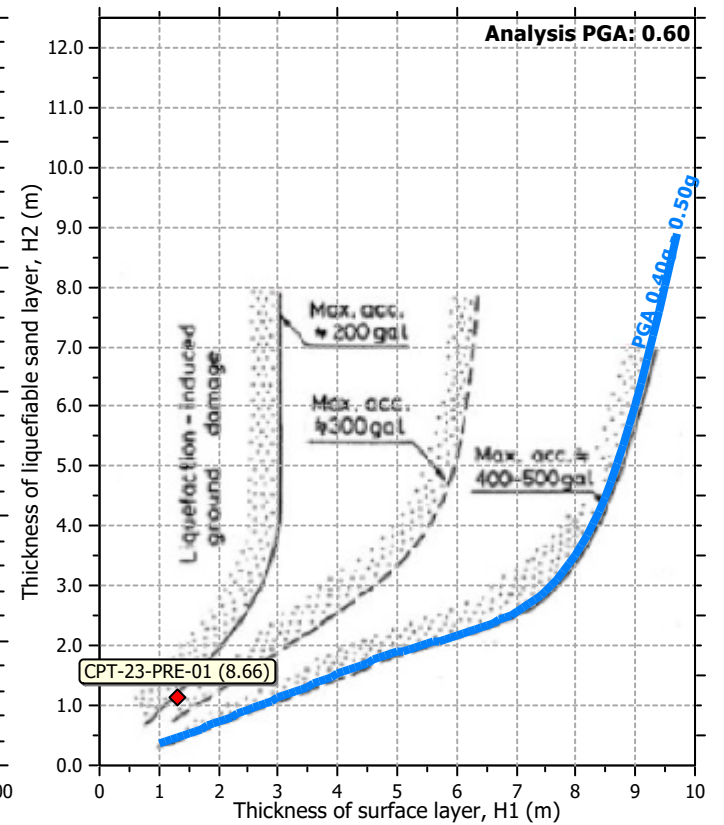
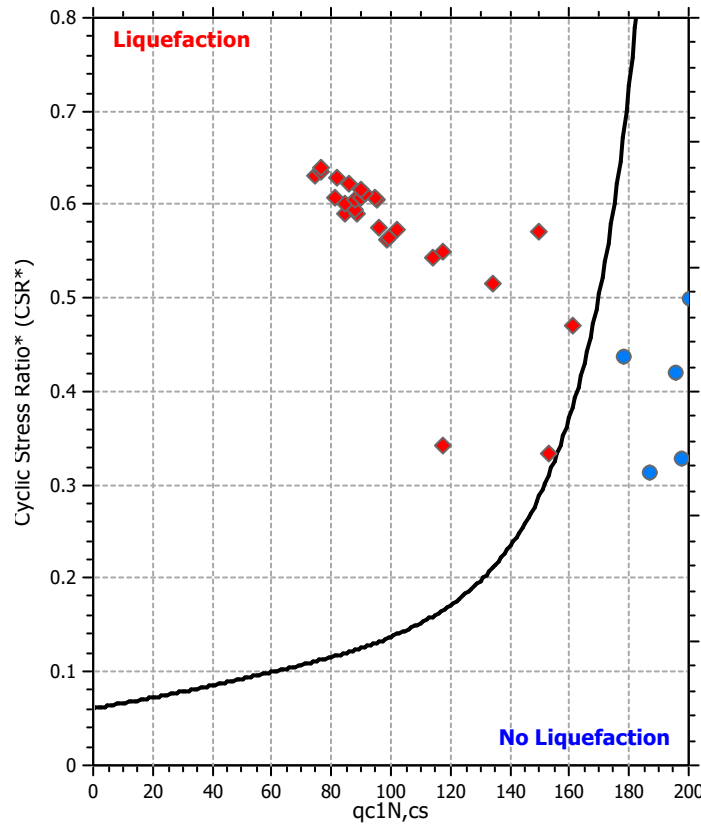
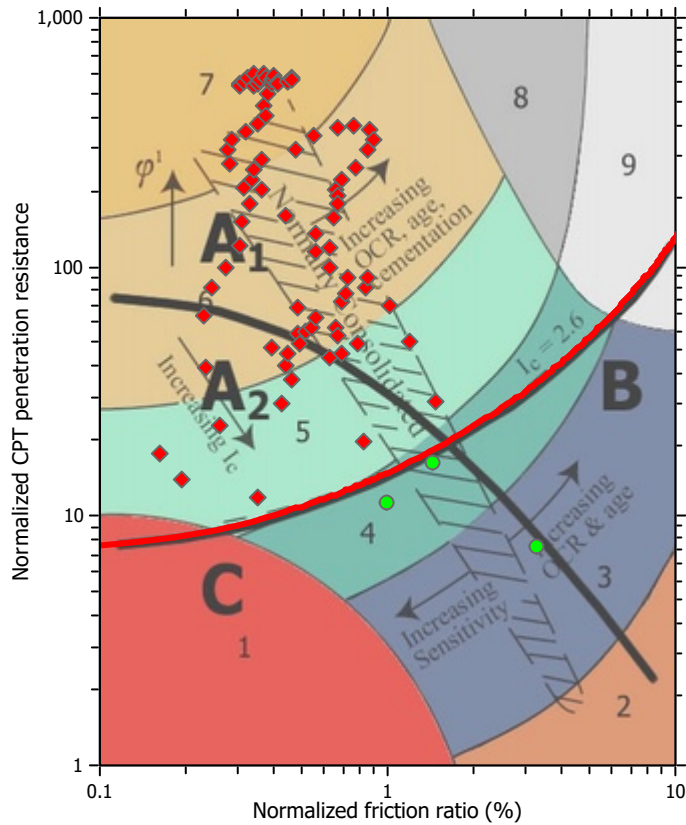
F.S. color scheme

- Almost certain it will liquefy
- Very likely to liquefy
- Liquefaction and no liq. are equally likely
- Unlike to liquefy
- Almost certain it will not liquefy

LPI color scheme

- Very high risk
- High risk
- Low risk

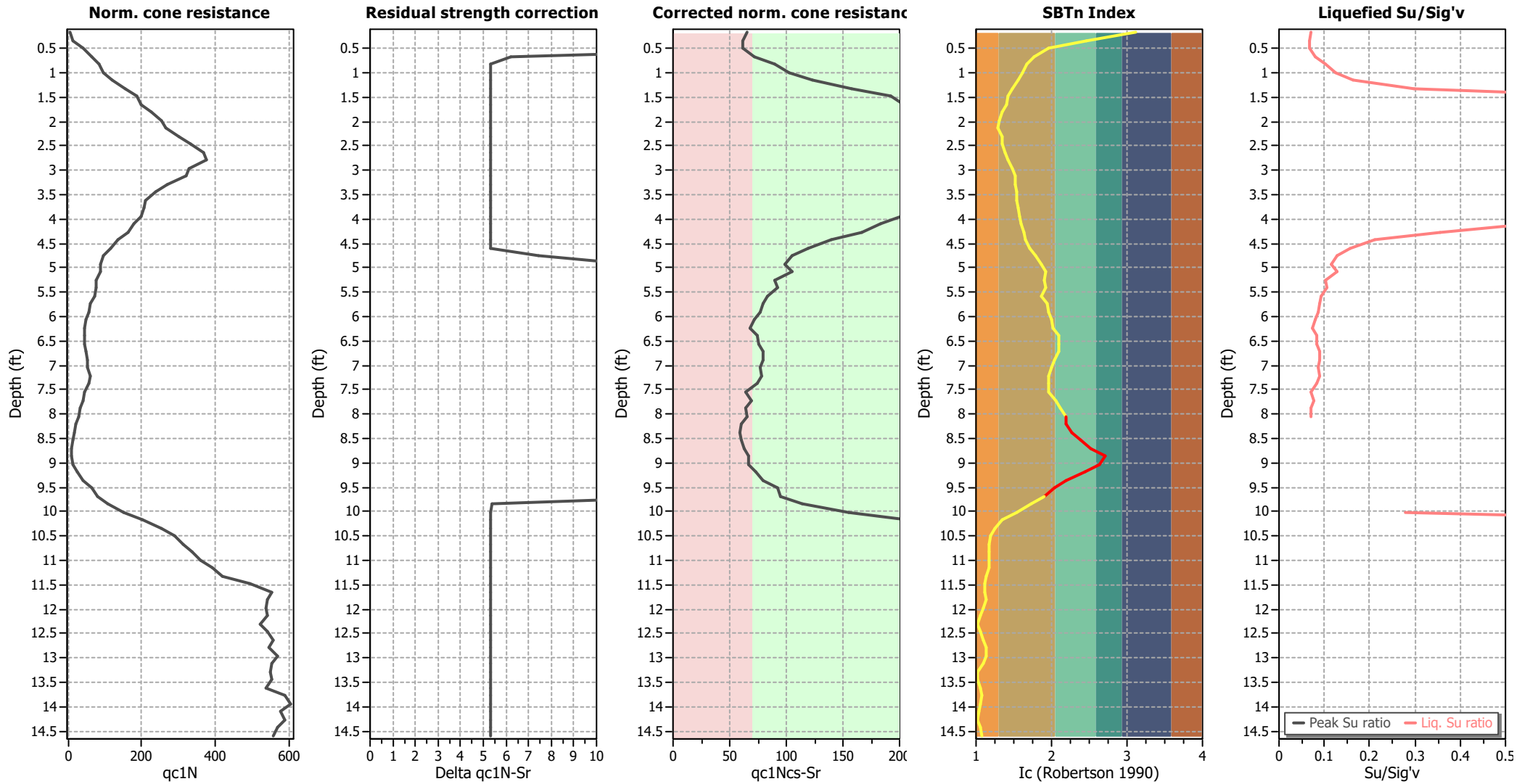
Liquefaction analysis summary plots



Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (erthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on Ic value	Ic cut-off value:	2.60	K_{ϕ} applied:	Yes
Earthquake magnitude M_w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

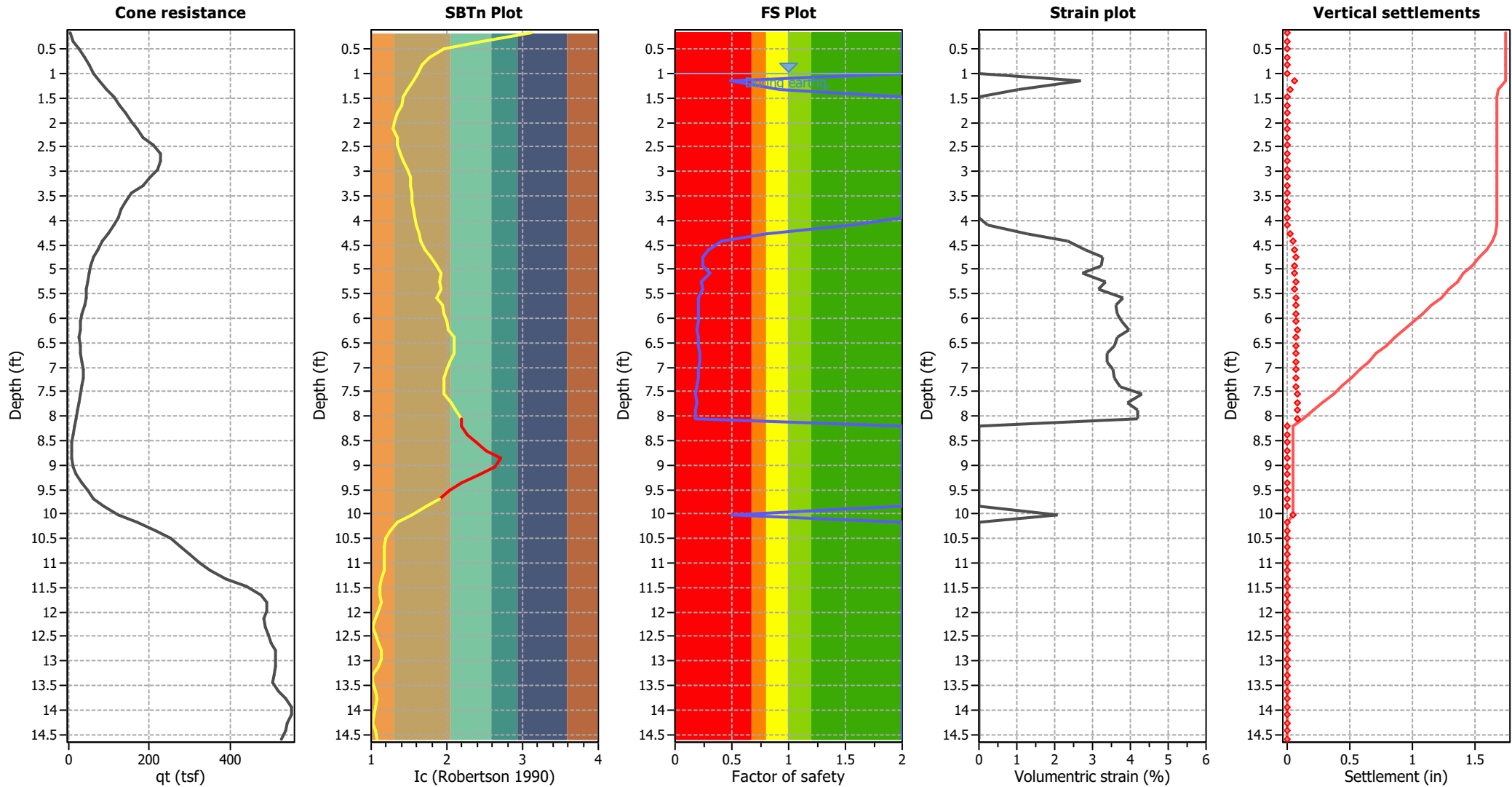
Check for strength loss plots (Idriss & Boulanger (2008))



Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (erthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on Ic value	Ic cut-off value:	2.60	K _σ applied:	Yes
Earthquake magnitude M _w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

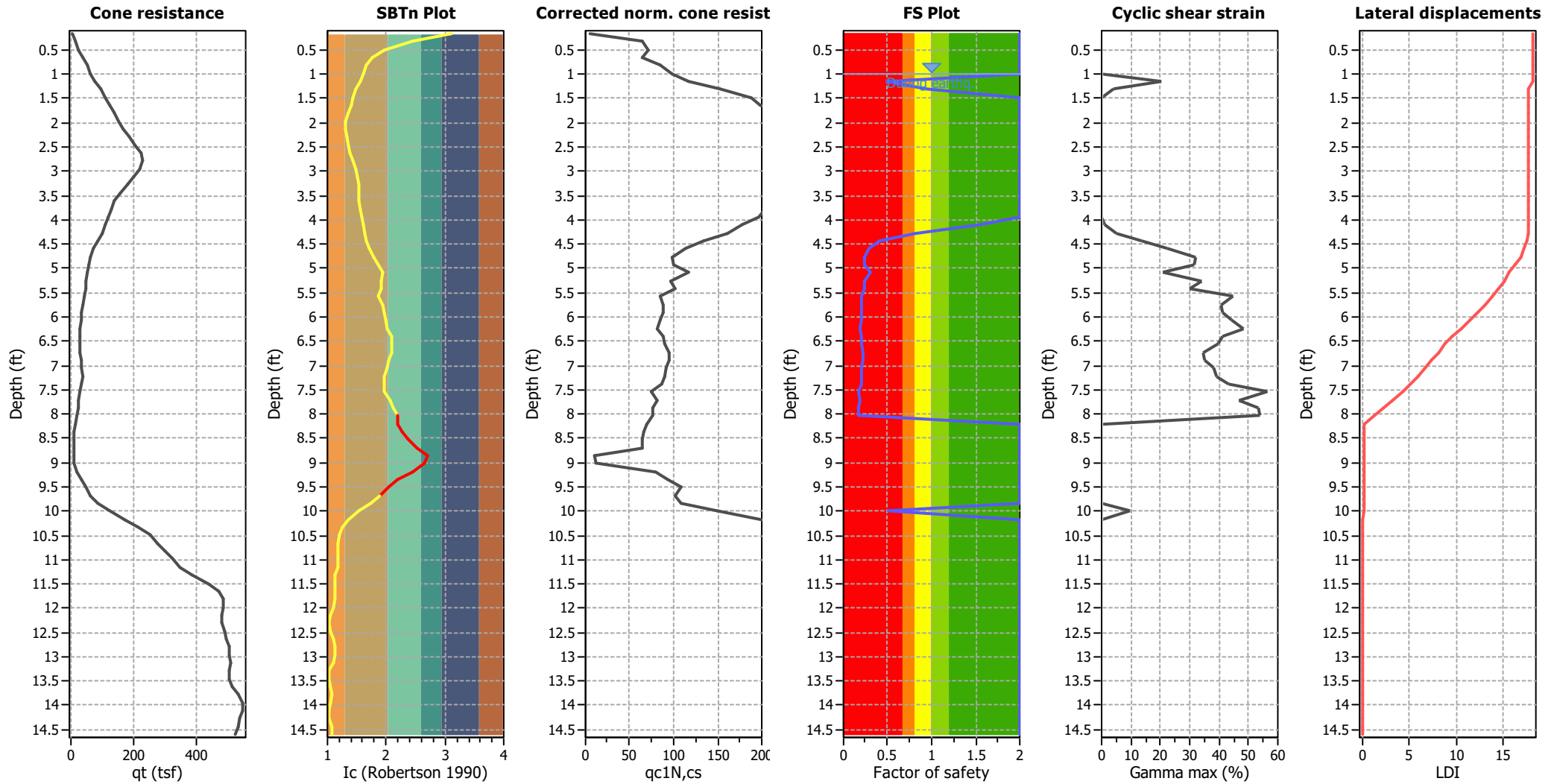
Estimation of post-earthquake settlements



Abbreviations

- q_c: Total cone resistance (cone resistance q_c corrected for pore water effects)
- I_c: Soil Behaviour Type Index
- FS: Calculated Factor of Safety against liquefaction
- Volumetric strain: Post-liquefaction volumetric strain

Estimation of post-earthquake lateral Displacements

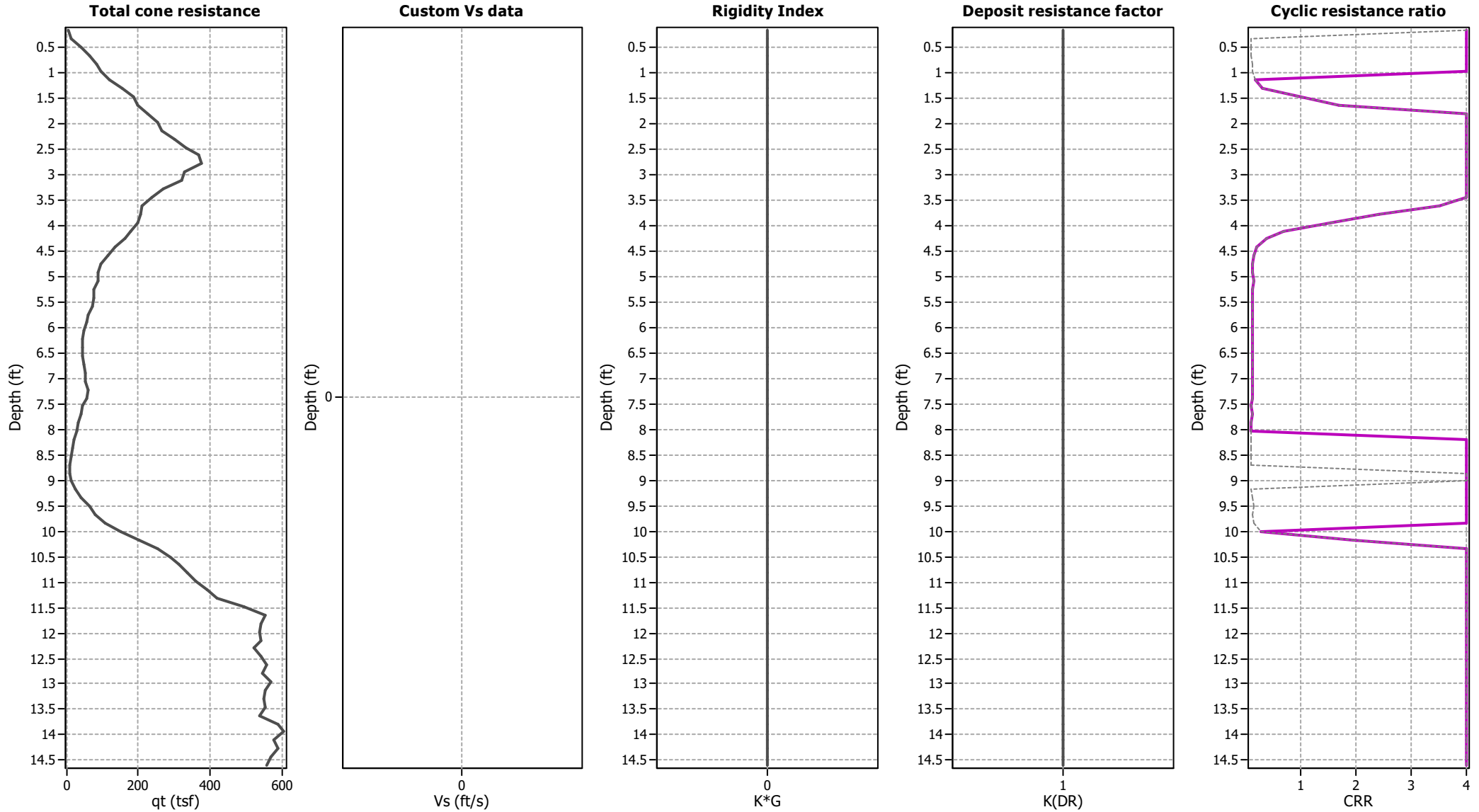


Abbreviations

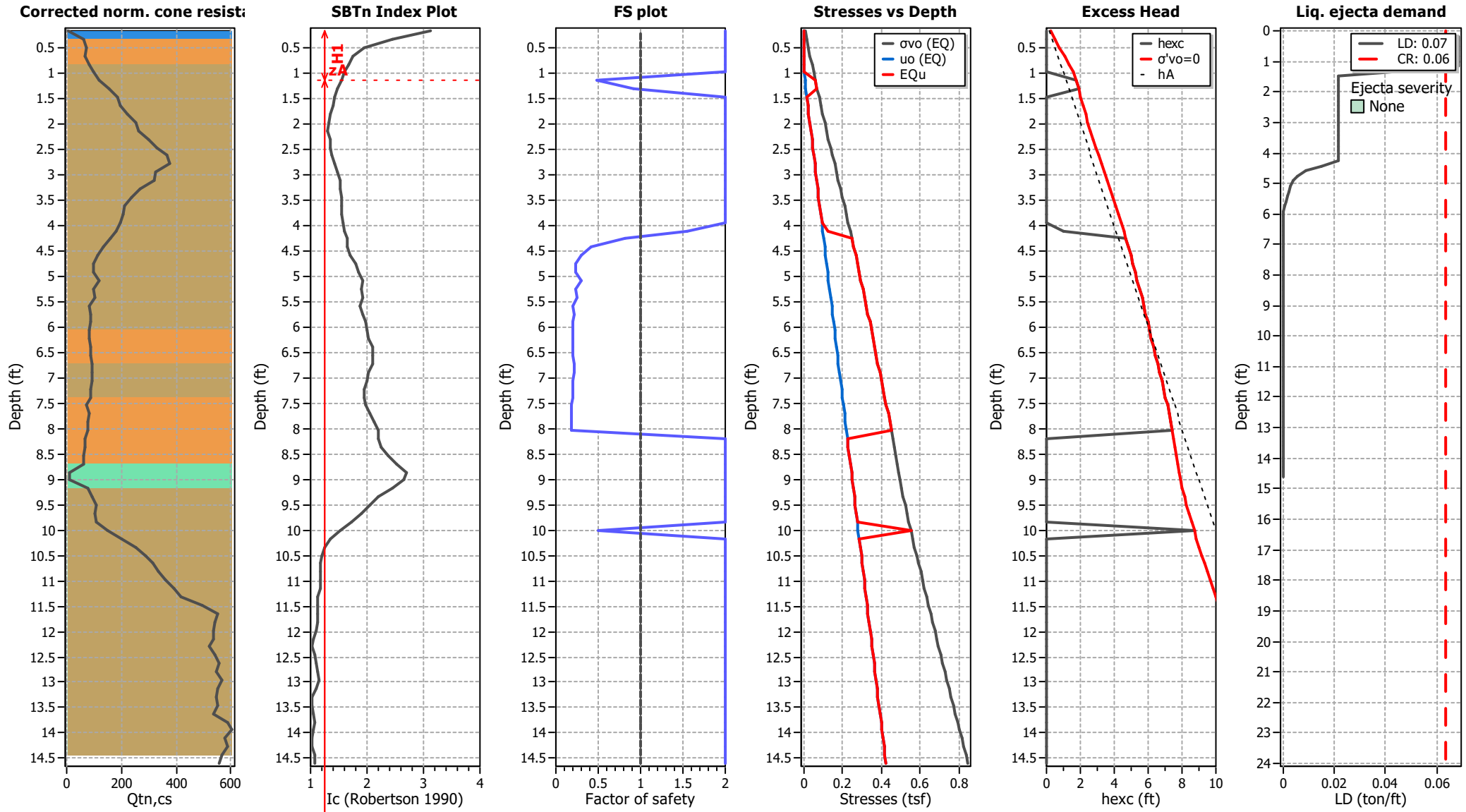
qt: Total cone resistance (cone resistance q_c corrected for pore water effects)
 Ic: Soil Behaviour Type Index
 qc1N,cs: Equivalent clean sand normalized CPT total cone resistance

F.S.: Factor of safety
 γ_{max} : Maximum cyclic shear strain
 LDI: Lateral displacement index

Aging Calculation Estimation



Ejecta Severity Estimation



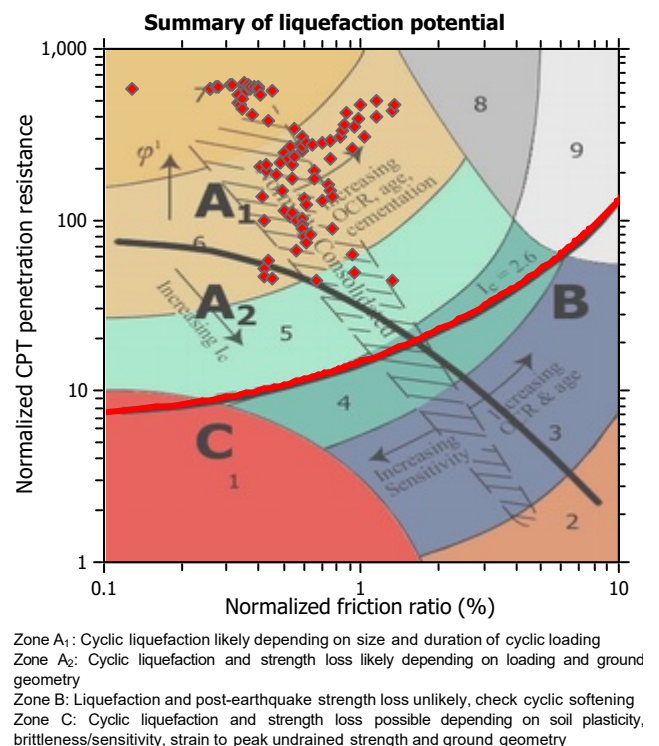
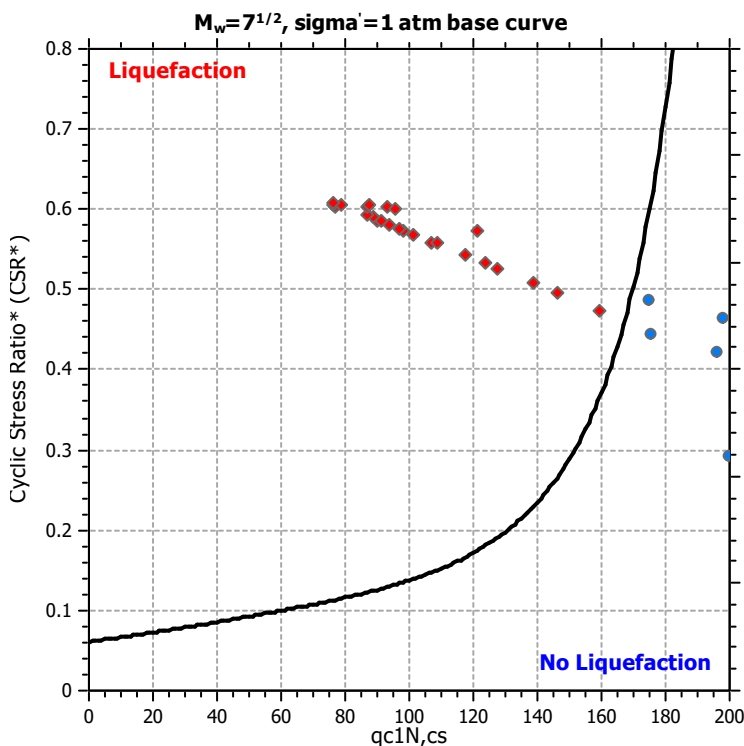
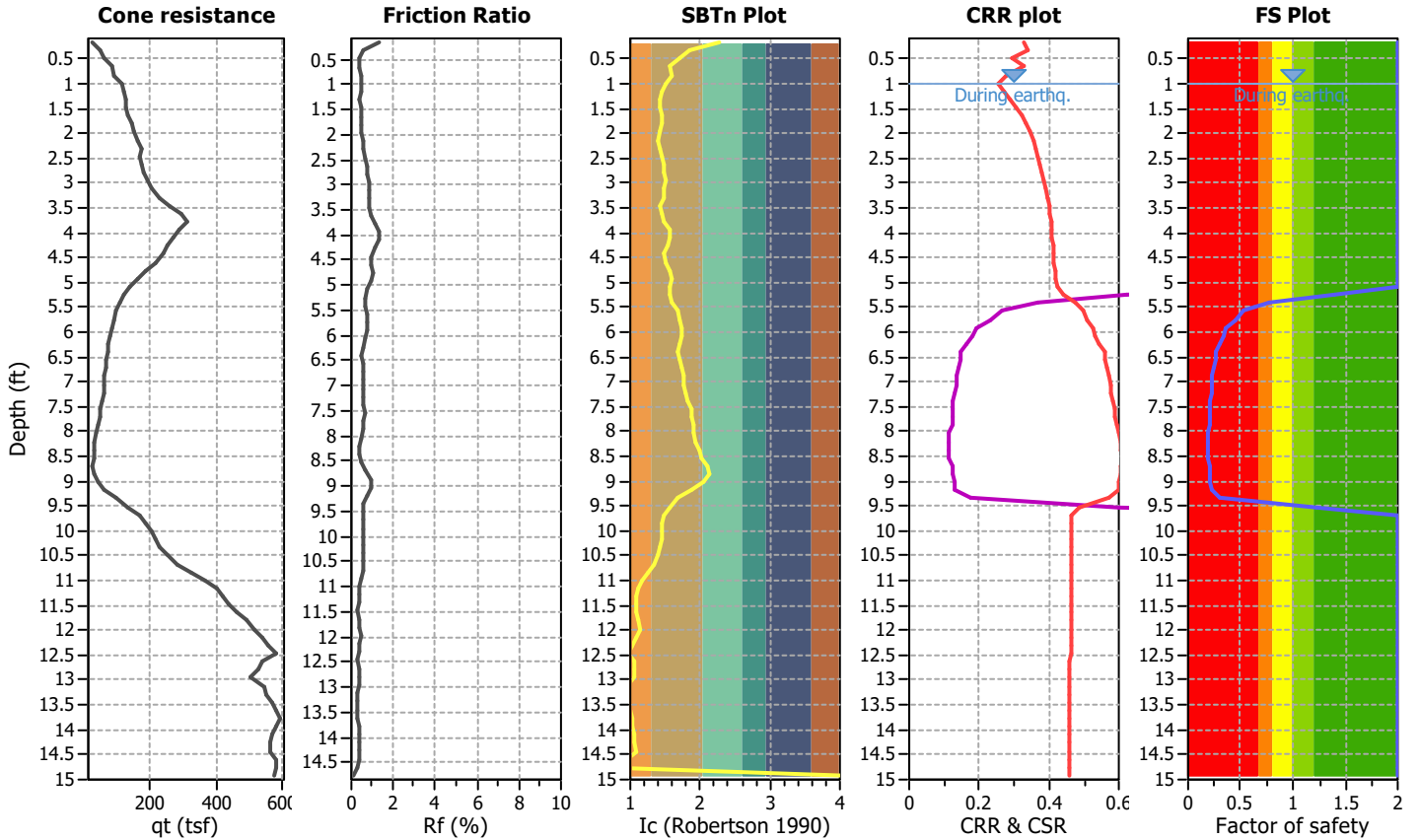
LIQUEFACTION ANALYSIS REPORT

Project title : Mono County Jail - Pre-RIC CPT Testing
CPT file : CPT-23-PRE-02

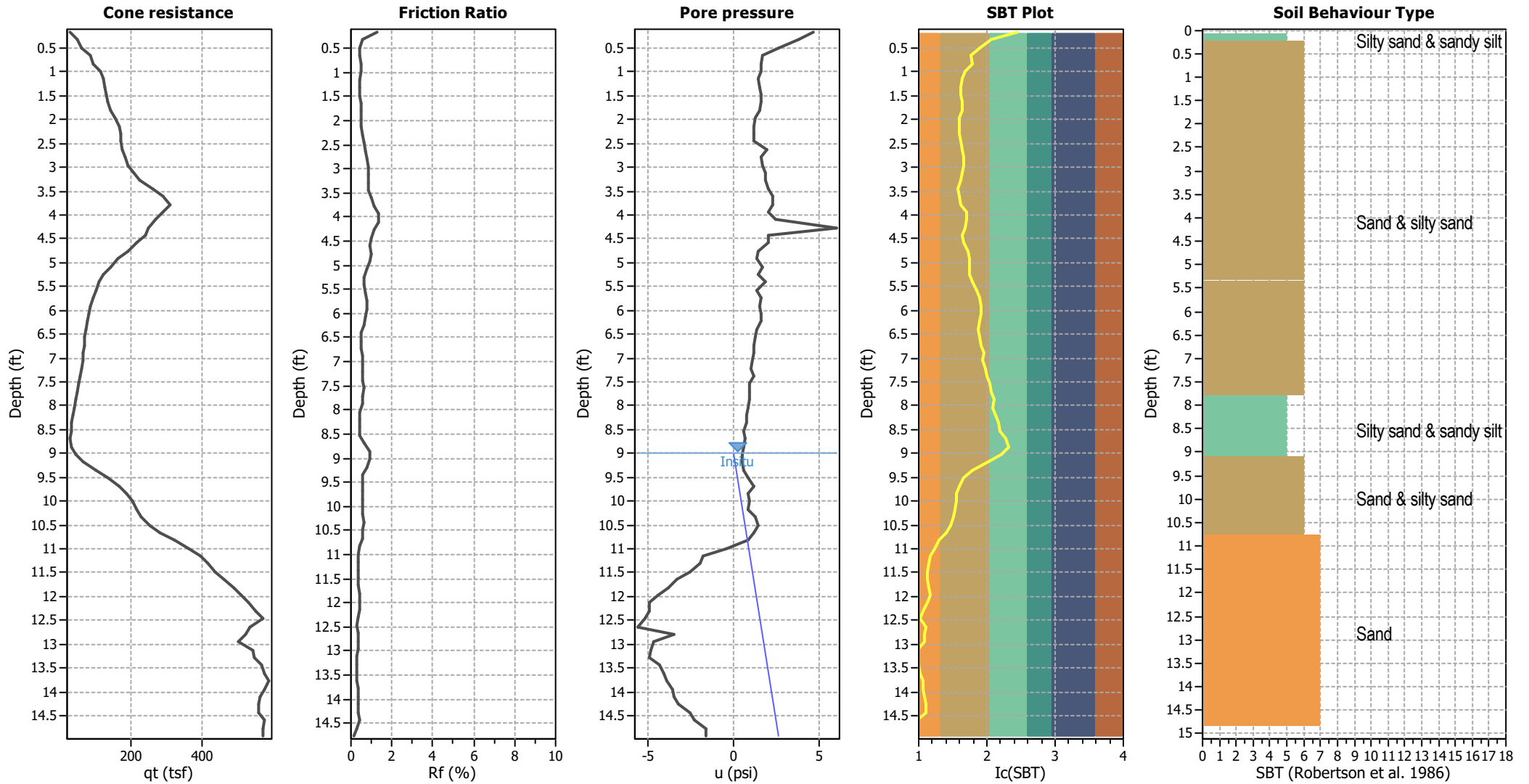
Location : Bridgeport, Mono County, CA

Input parameters and analysis data

Analysis method:	B&I (2014)	G.W.T. (in-situ):	9.00 ft	Use fill:	No	Clay like behavior applied:	Sands only
Fines correction method:	B&I (2014)	G.W.T. (earthq.):	1.00 ft	Fill height:	N/A	Limit depth applied:	No
Points to test:	Based on Ic value	Average results interval:	3	Fill weight:	N/A	Limit depth:	N/A
Earthquake magnitude M_w :	6.60	Ic cut-off value:	2.60	Trans. detect. applied:	Yes	MSF method:	Method based
Peak ground acceleration:	0.60	Unit weight calculation:	Based on SBT	K_σ applied:	Yes		



CPT basic interpretation plots



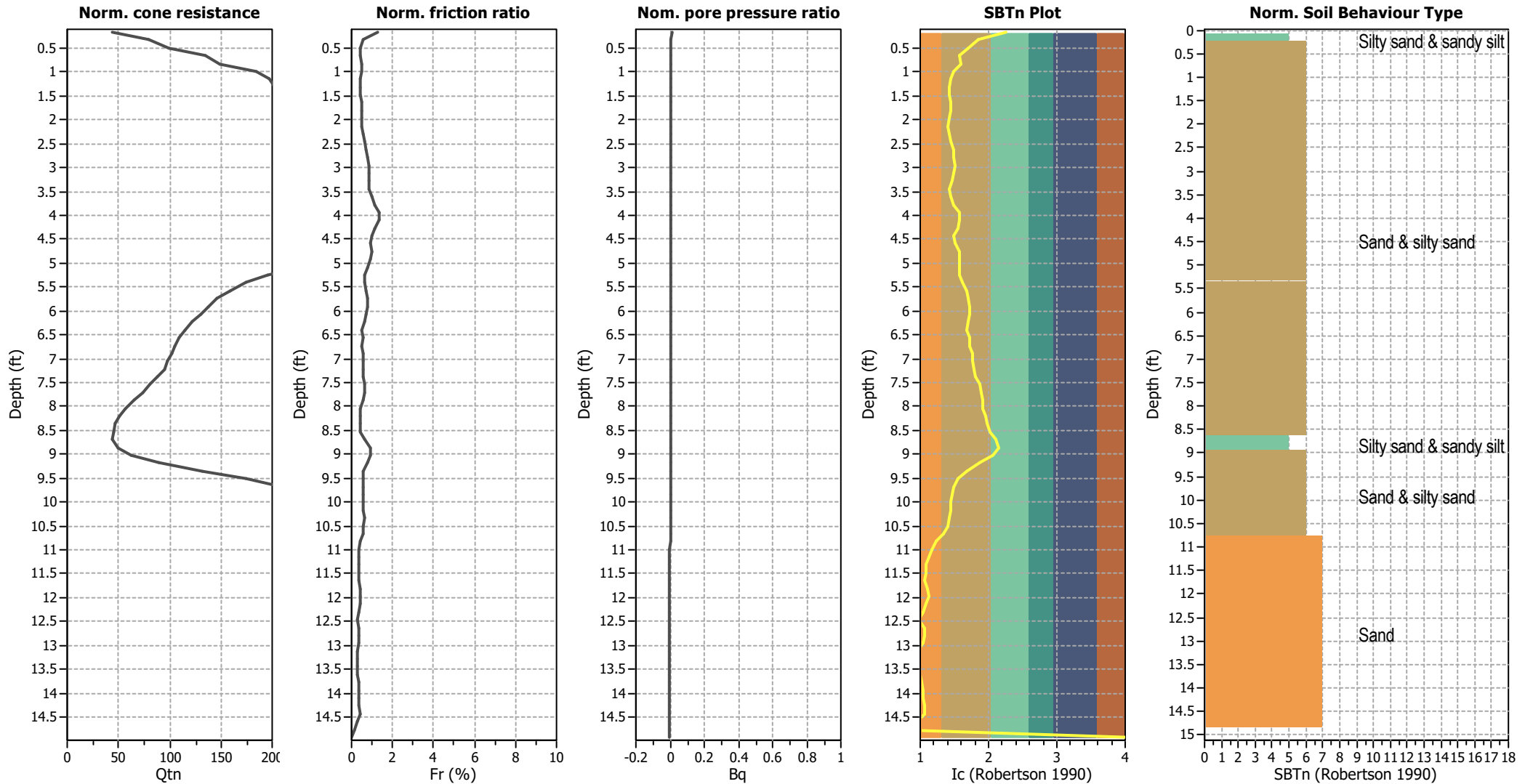
Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (erthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on Ic value	Ic cut-off value:	2.60	K_g applied:	Yes
Earthquake magnitude M_w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

SBT legend

1. Sensitive fine grained	4. Clayey silt to silty	7. Gravely sand to sand
2. Organic material	5. Silty sand to sandy silt	8. Very stiff sand to
3. Clay to silty clay	6. Clean sand to silty sand	9. Very stiff fine grained

CPT basic interpretation plots (normalized)



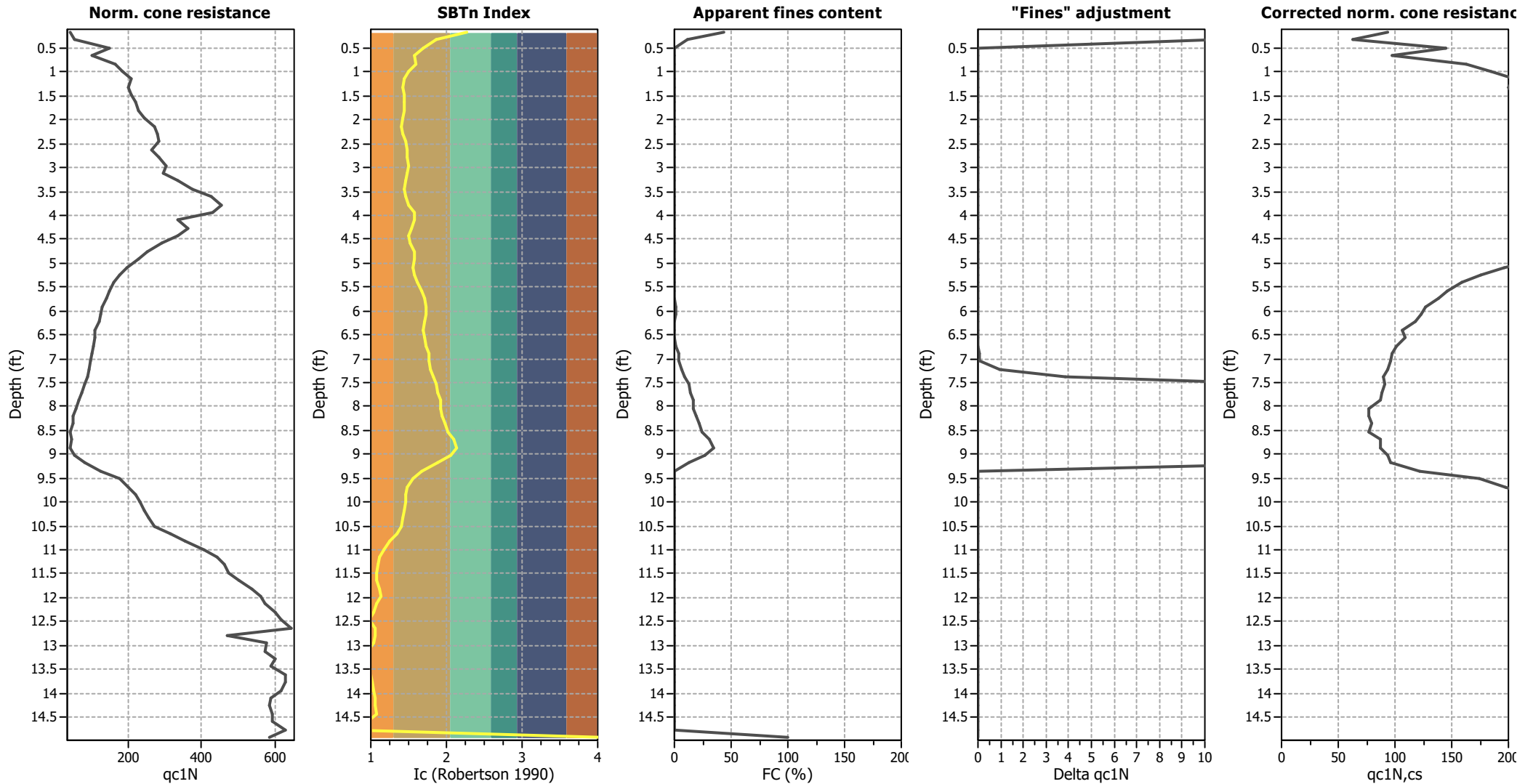
Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (erthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on Ic value	Ic cut-off value:	2.60	K_{σ} applied:	Yes
Earthquake magnitude M_w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

SBTn legend

1. Sensitive fine grained	4. Clayey silt to silty	7. Gravely sand to sand
2. Organic material	5. Silty sand to sandy silt	8. Very stiff sand to
3. Clay to silty clay	6. Clean sand to silty sand	9. Very stiff fine grained

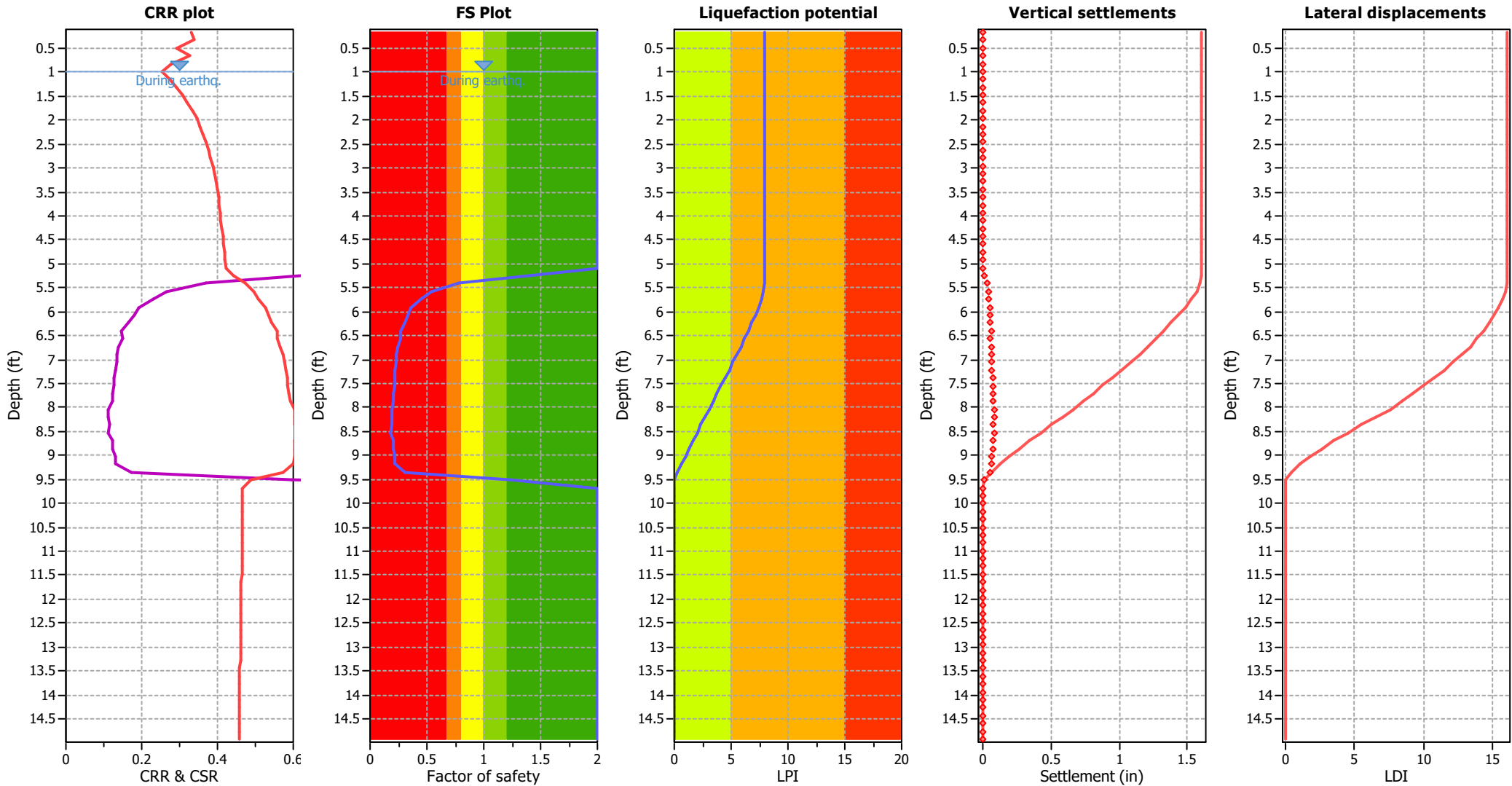
Liquefaction analysis overall plots (intermediate results)



Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (erthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on Ic value	Ic cut-off value:	2.60	K _σ applied:	Yes
Earthquake magnitude M _w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

Liquefaction analysis overall plots



Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (earthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on Ic value	Ic cut-off value:	2.60	K_{σ} applied:	Yes
Earthquake magnitude M_w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

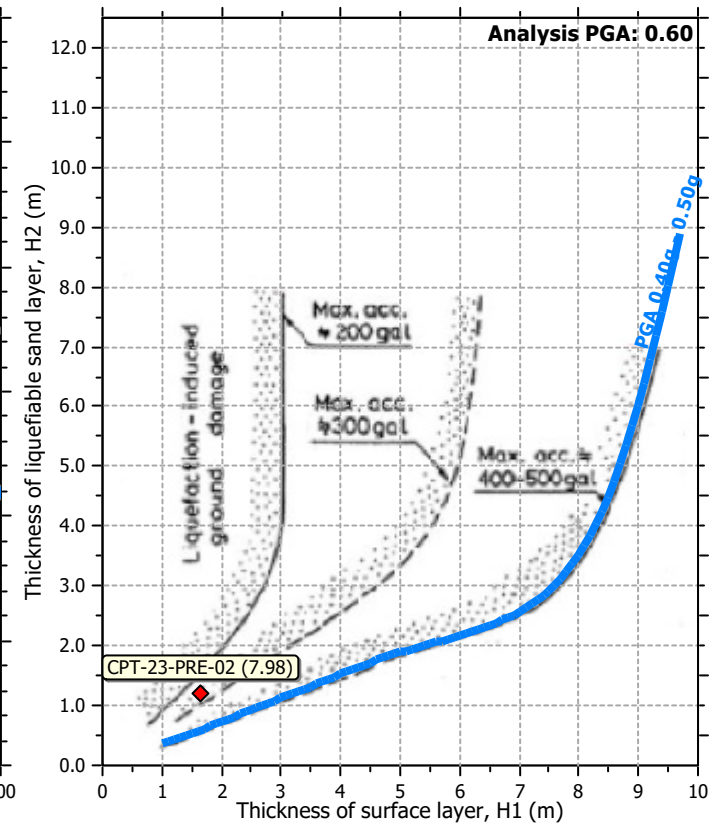
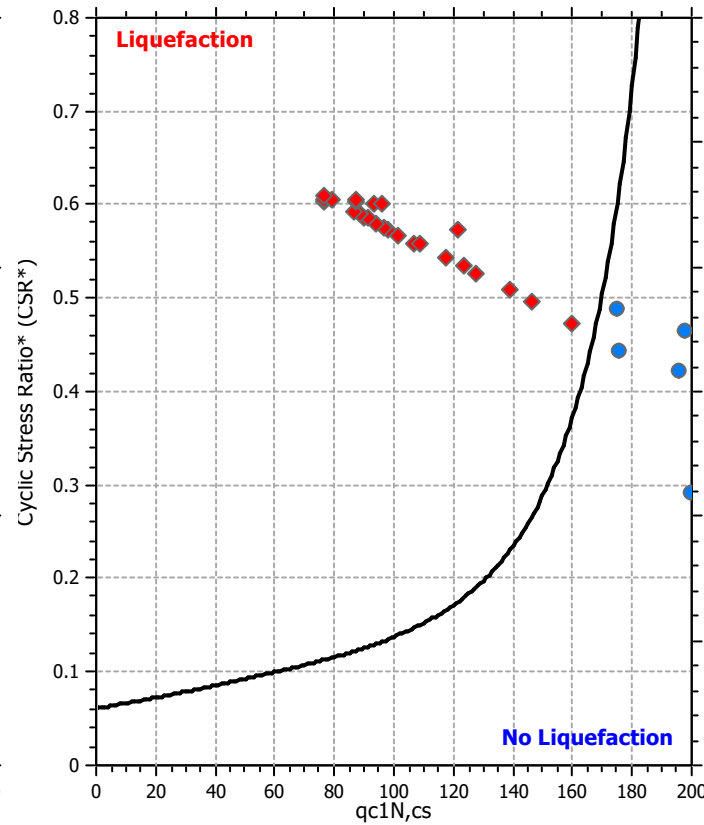
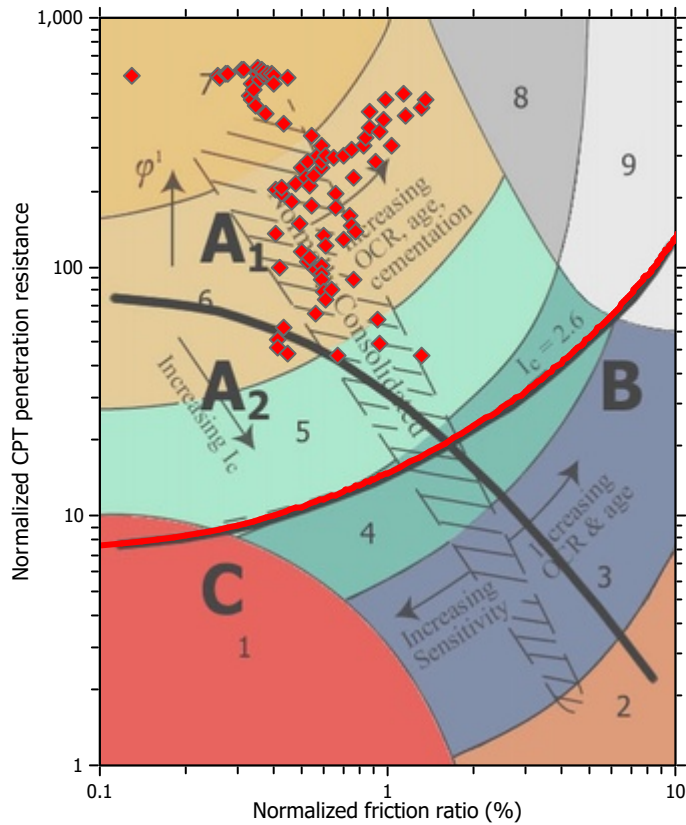
F.S. color scheme

- Almost certain it will liquefy
- Very likely to liquefy
- Liquefaction and no liq. are equally likely
- Unlike to liquefy
- Almost certain it will not liquefy

LPI color scheme

- Very high risk
- High risk
- Low risk

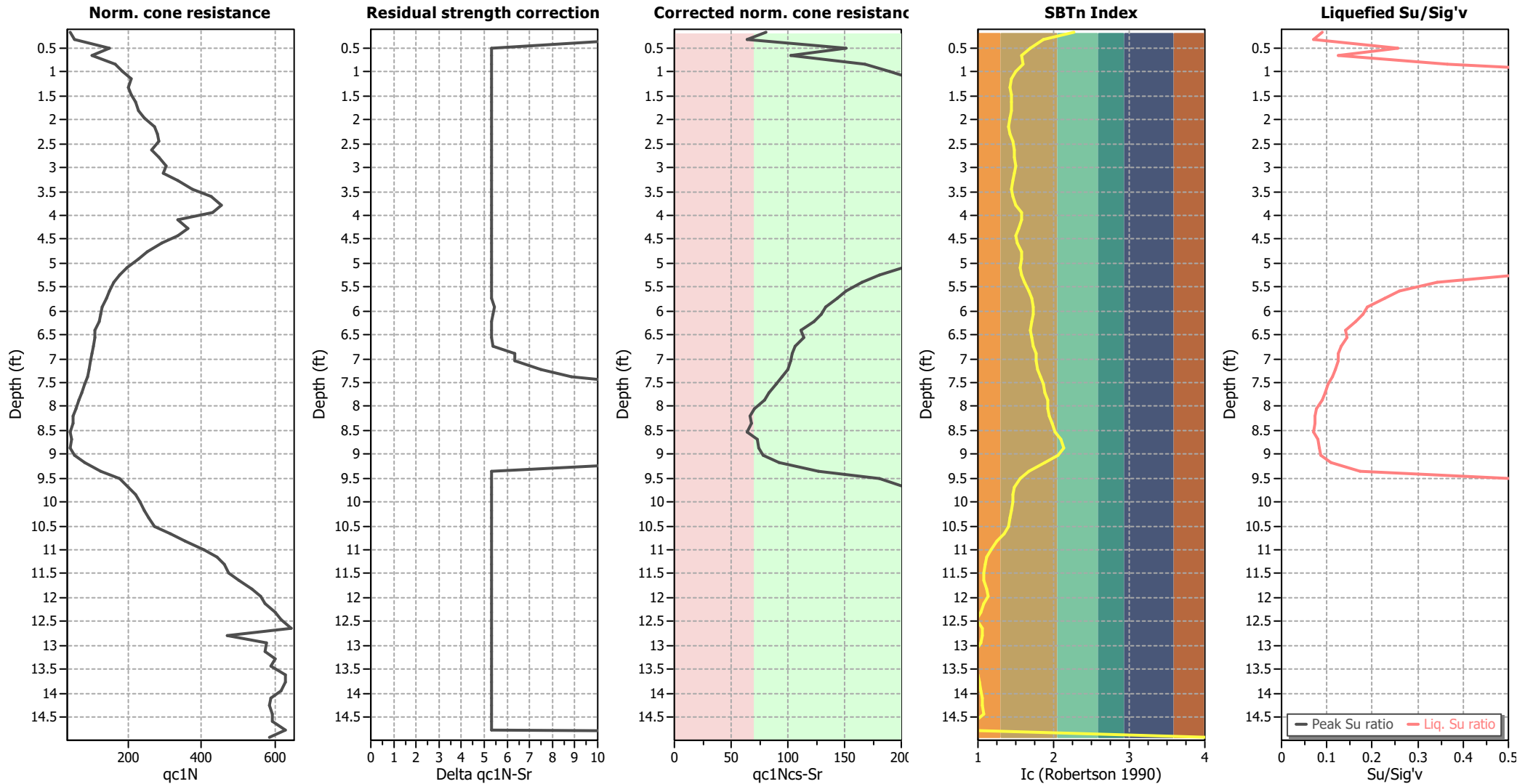
Liquefaction analysis summary plots



Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (erthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on I_c value	I_c cut-off value:	2.60	K_{ϕ} applied:	Yes
Earthquake magnitude M_w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

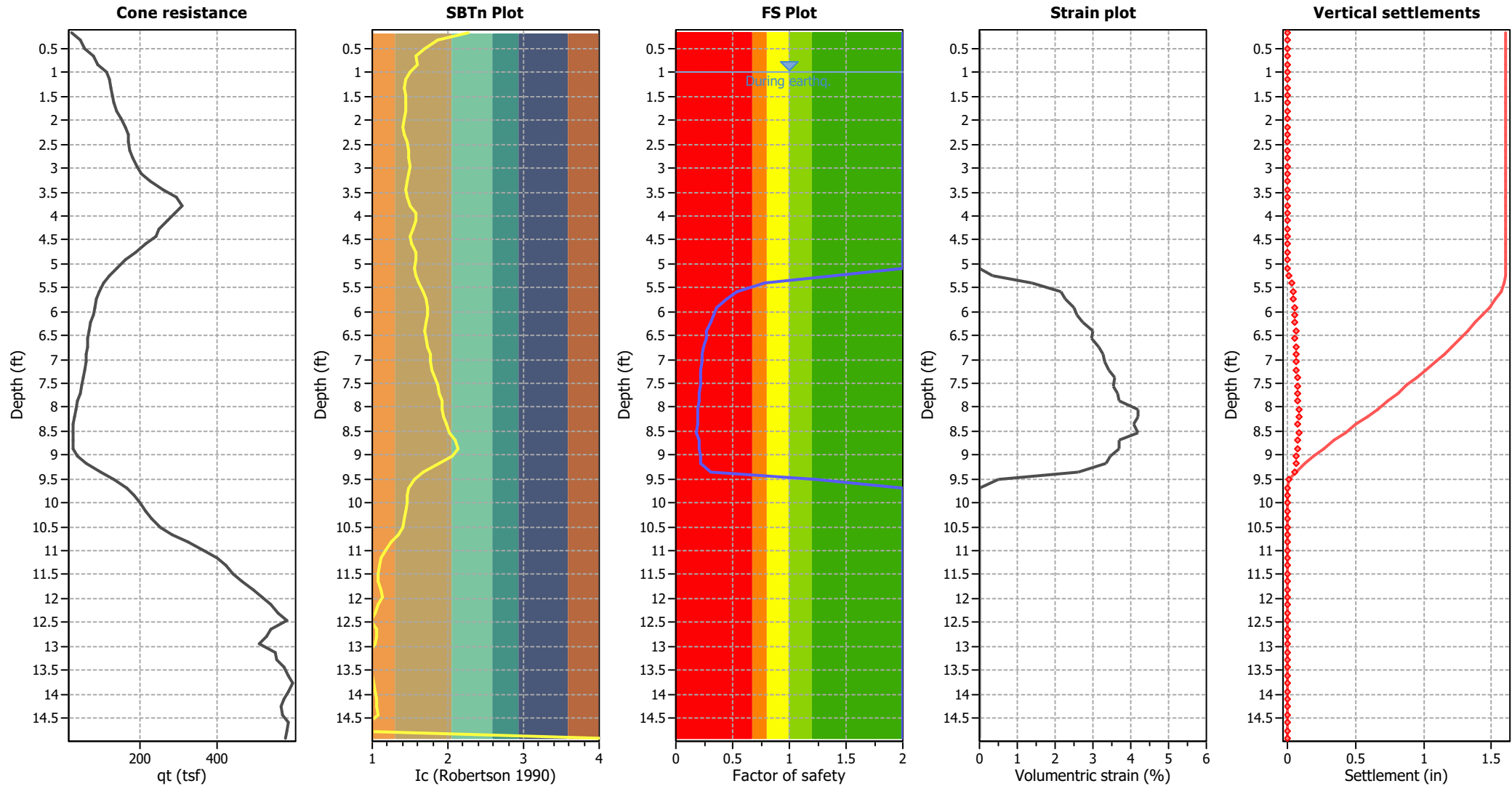
Check for strength loss plots (Idriss & Boulanger (2008))



Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (erthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on Ic value	Ic cut-off value:	2.60	K _σ applied:	Yes
Earthquake magnitude M _w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

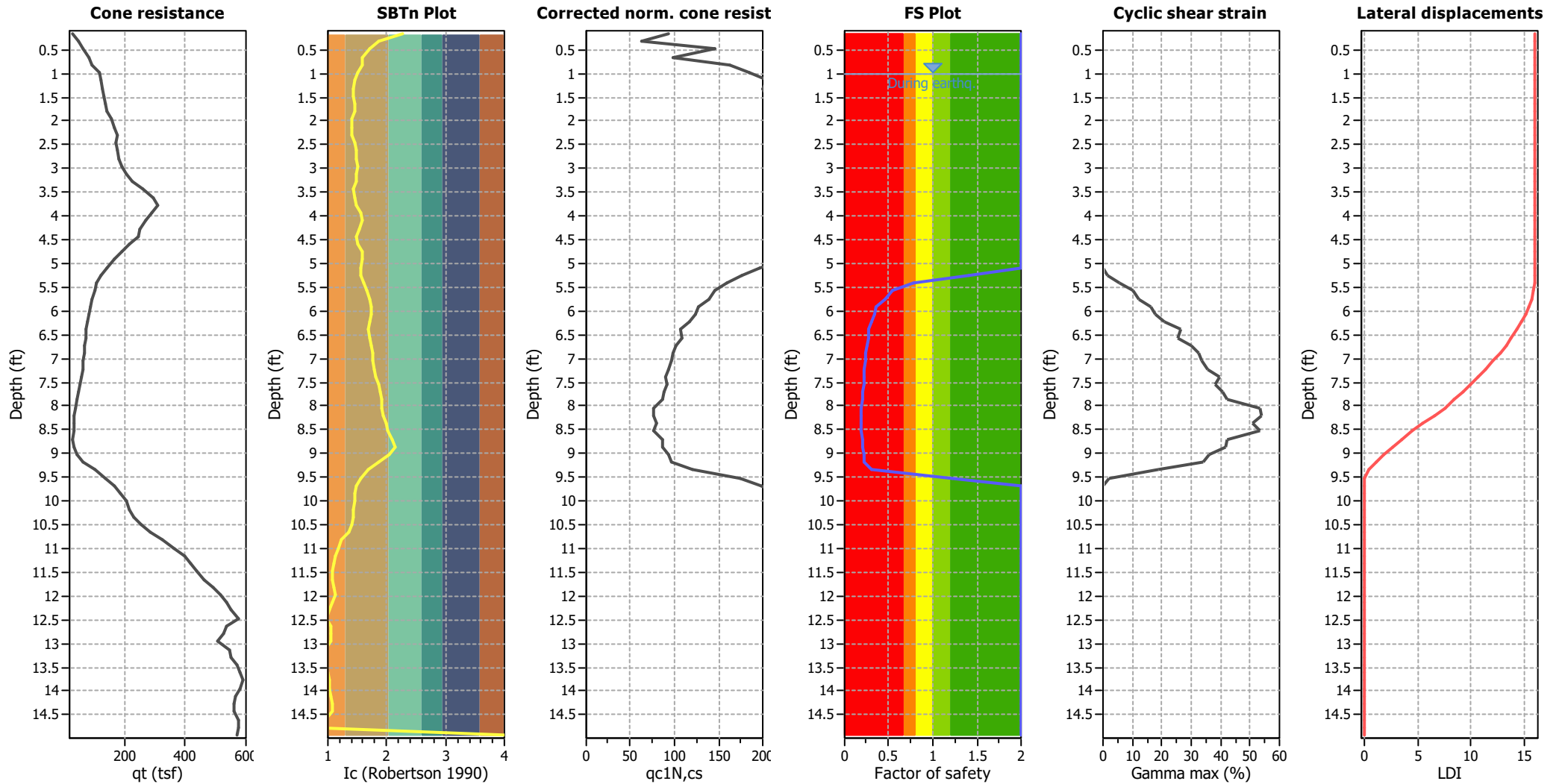
Estimation of post-earthquake settlements



Abbreviations

- q_c: Total cone resistance (cone resistance q_c corrected for pore water effects)
- I_c: Soil Behaviour Type Index
- FS: Calculated Factor of Safety against liquefaction
- Volumetric strain: Post-liquefaction volumetric strain

Estimation of post-earthquake lateral Displacements

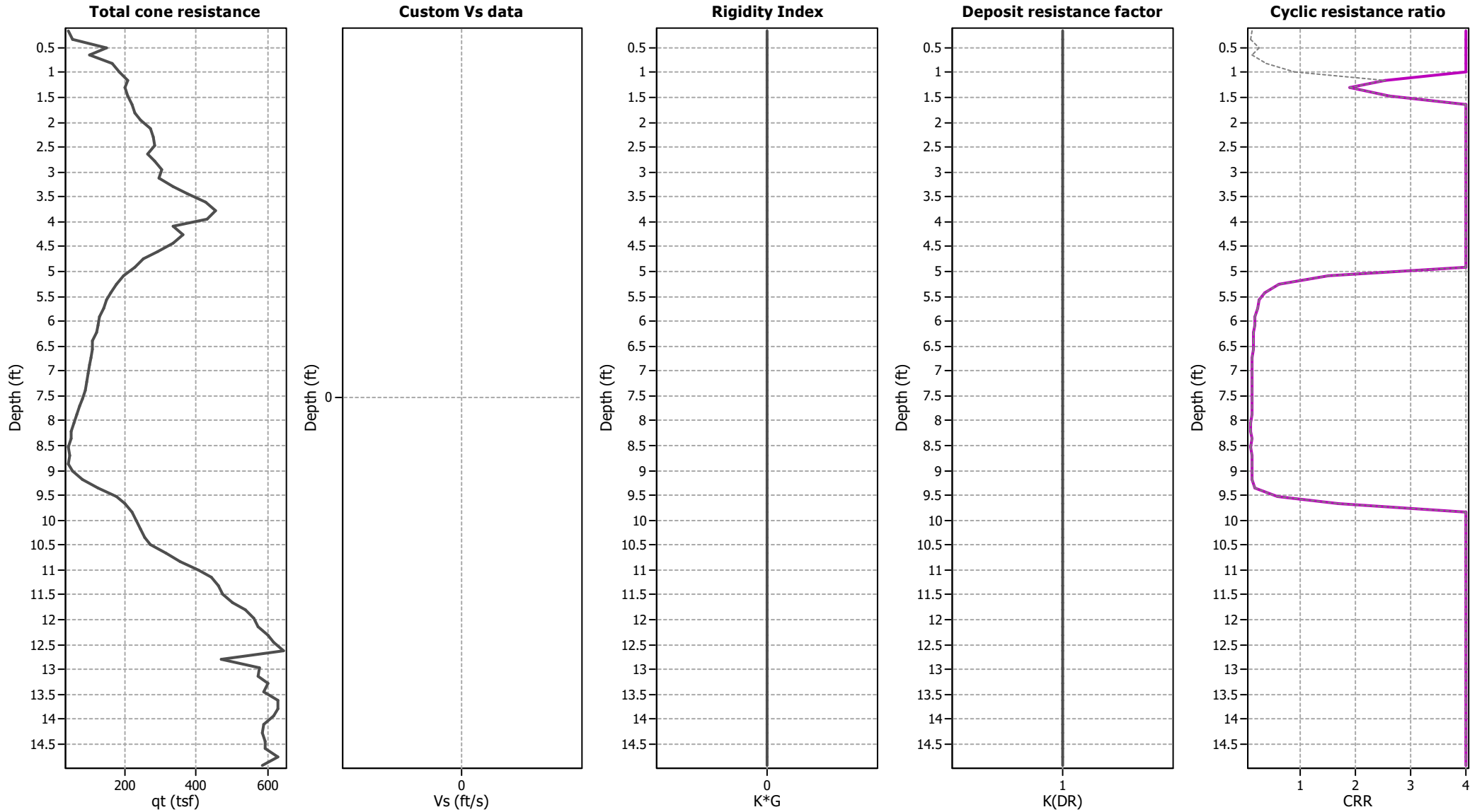


Abbreviations

qt: Total cone resistance (cone resistance q_c corrected for pore water effects)
 Ic: Soil Behaviour Type Index
 qc1N,cs: Equivalent clean sand normalized CPT total cone resistance

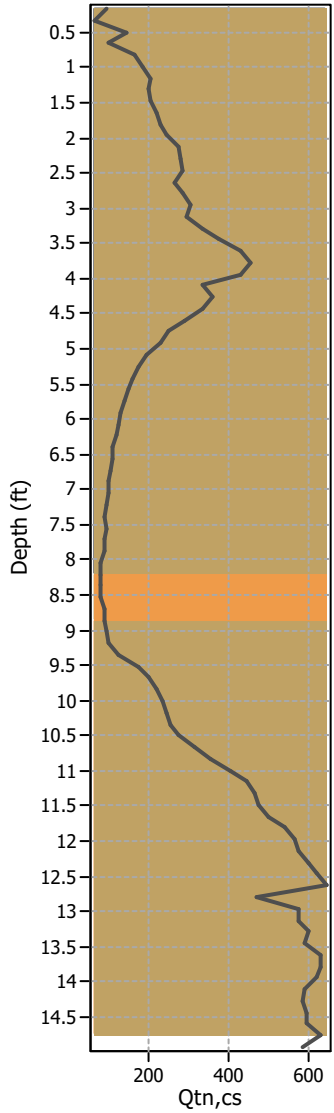
F.S.: Factor of safety
 γ_{max} : Maximum cyclic shear strain
 LDI: Lateral displacement index

Aging Calculation Estimation

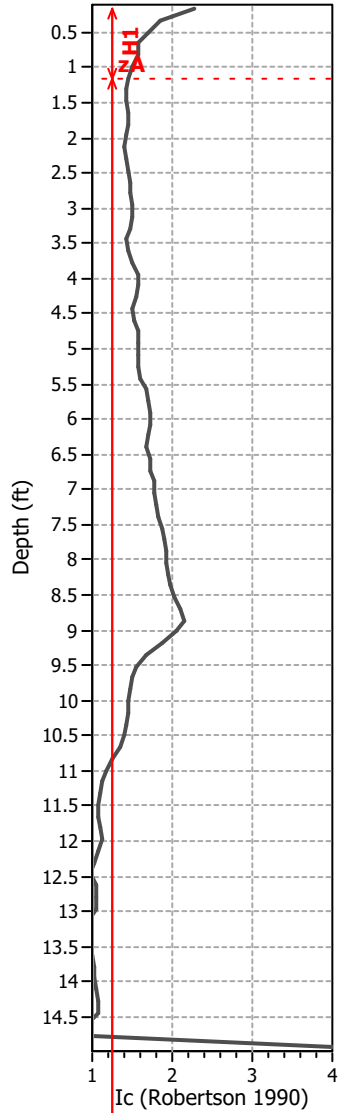


Ejecta Severity Estimation

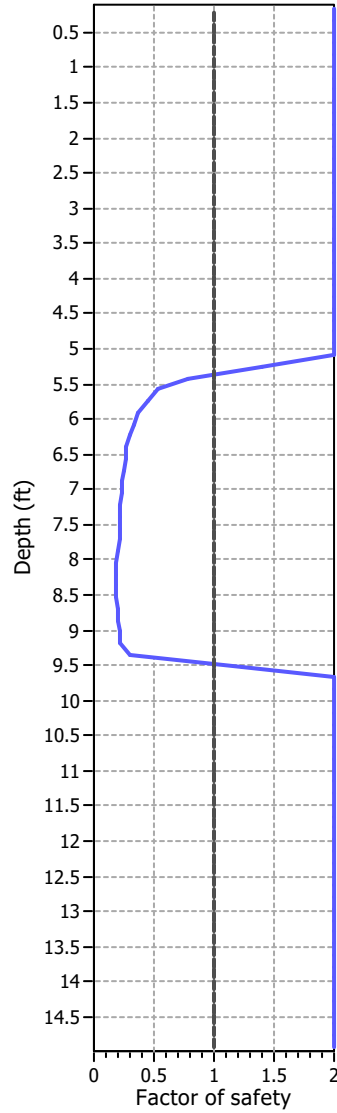
Corrected norm. cone resist:



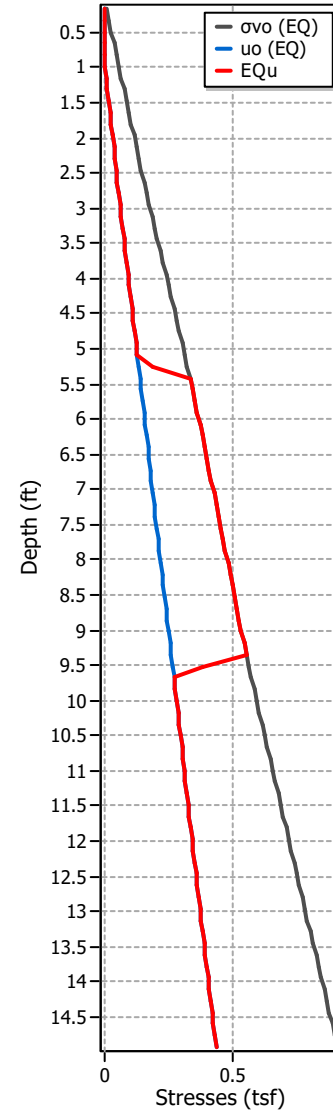
SBTn Index Plot



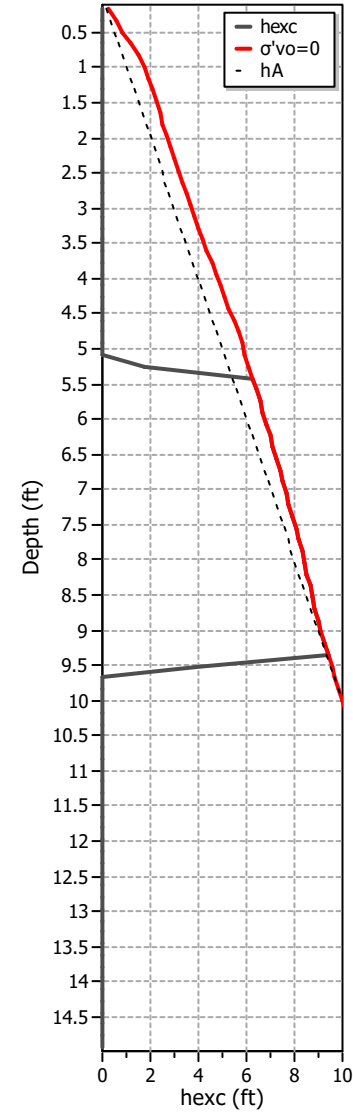
FS plot



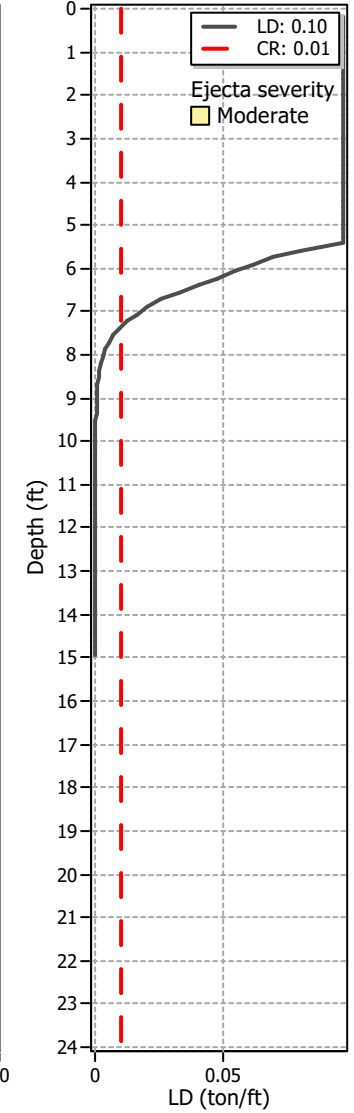
Stresses vs Depth



Excess Head



Liq. ejecta demand



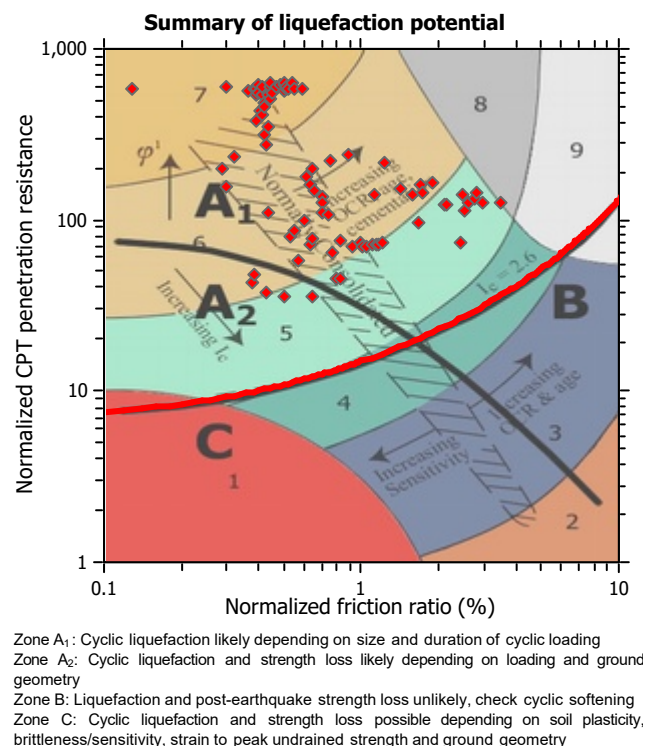
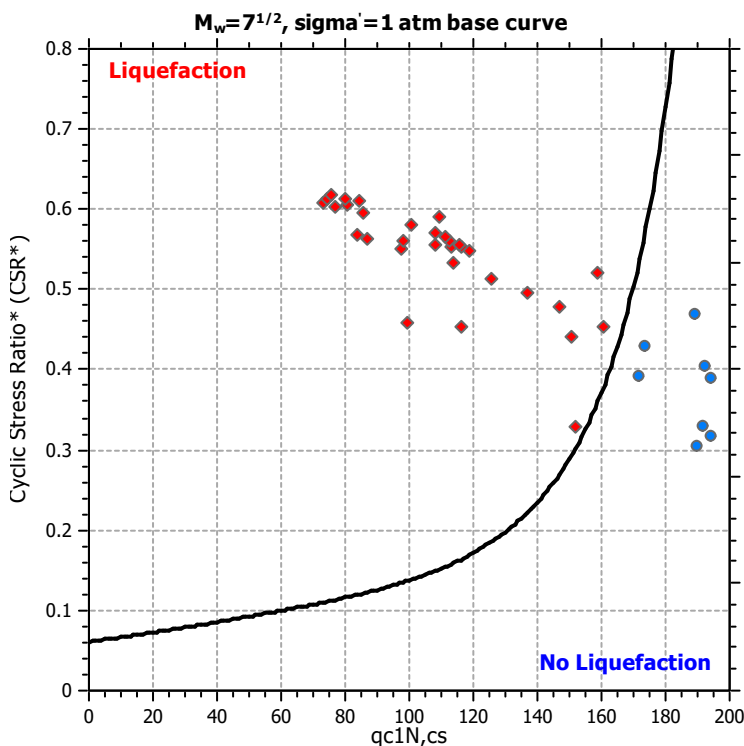
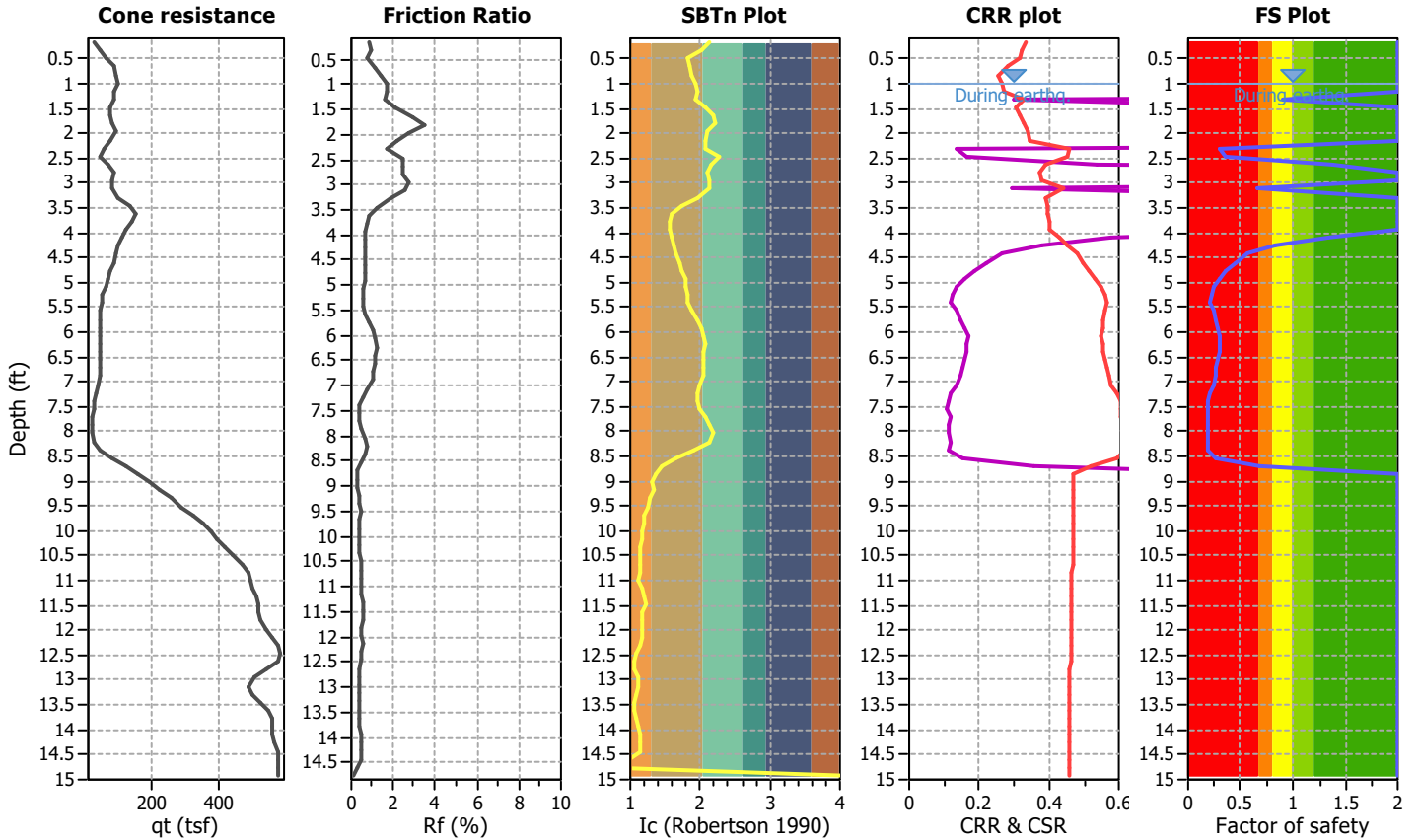
LIQUEFACTION ANALYSIS REPORT

Project title : Mono County Jail - Pre-RIC CPT Testing
CPT file : CPT-23-PRE-03

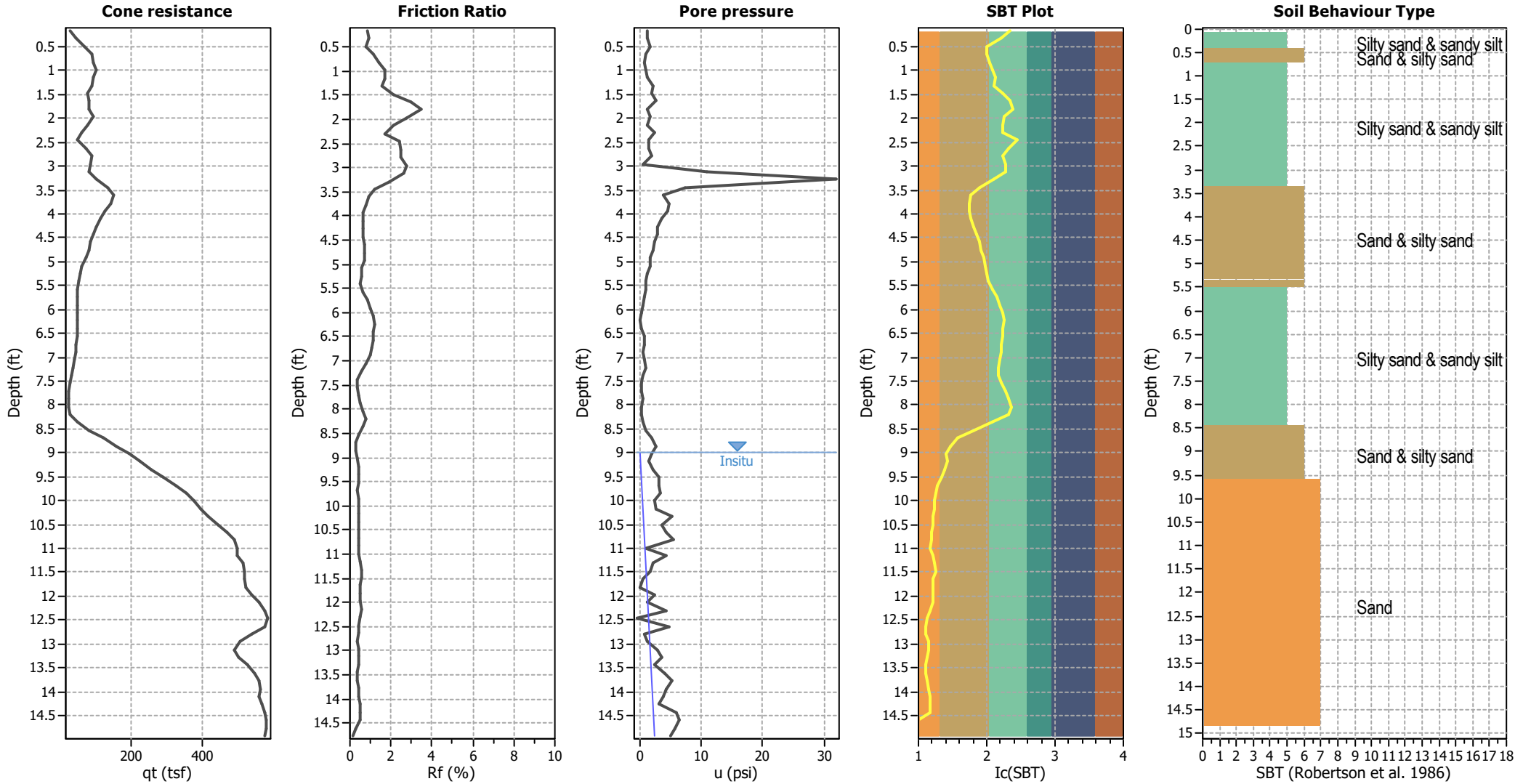
Location : Bridgeport, Mono County, CA

Input parameters and analysis data

Analysis method:	B&I (2014)	G.W.T. (in-situ):	9.00 ft	Use fill:	No	Clay like behavior applied:	Sands only
Fines correction method:	B&I (2014)	G.W.T. (earthq.):	1.00 ft	Fill height:	N/A	Limit depth applied:	No
Points to test:	Based on Ic value	Average results interval:	3	Fill weight:	N/A	Limit depth:	N/A
Earthquake magnitude M_w :	6.60	Ic cut-off value:	2.60	Trans. detect. applied:	Yes	MSF method:	Method based
Peak ground acceleration:	0.60	Unit weight calculation:	Based on SBT	K_σ applied:	Yes		



CPT basic interpretation plots



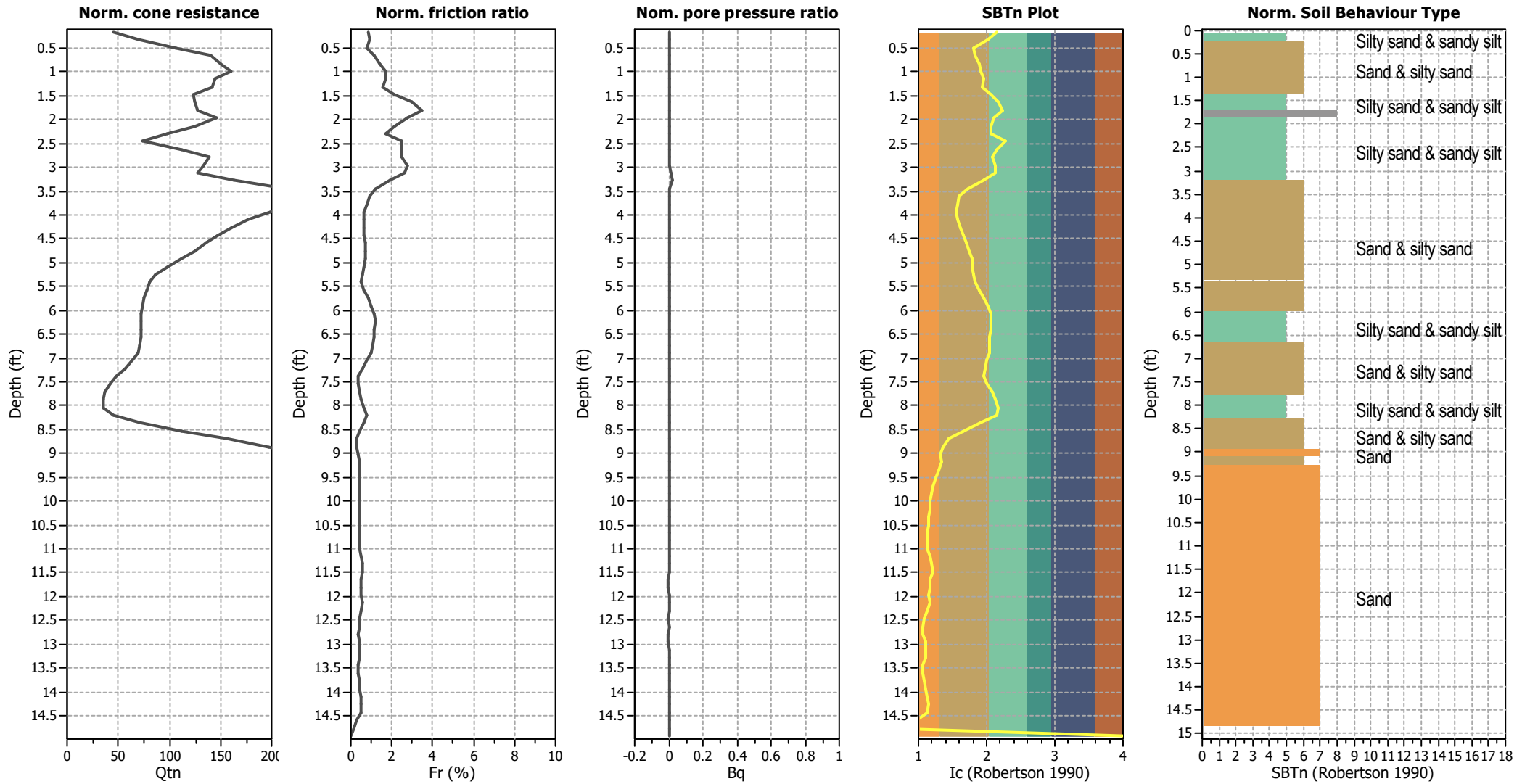
Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (erthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on Ic value	Ic cut-off value:	2.60	K_v applied:	Yes
Earthquake magnitude M_w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

SBT legend

1. Sensitive fine grained	4. Clayey silt to silty	7. Gravely sand to sand
2. Organic material	5. Silty sand to sandy silt	8. Very stiff sand to
3. Clay to silty clay	6. Clean sand to silty sand	9. Very stiff fine grained

CPT basic interpretation plots (normalized)



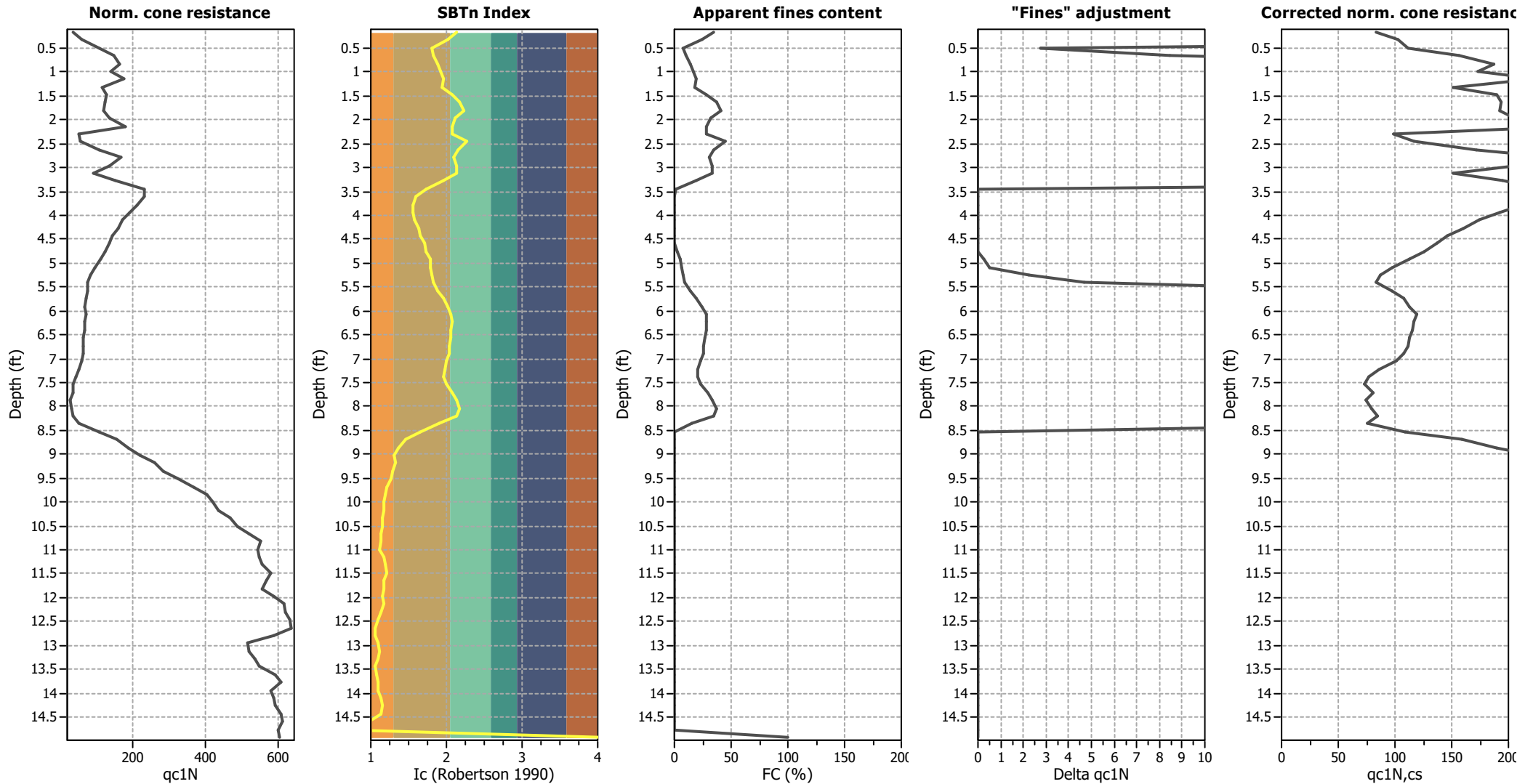
Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (erthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on Ic value	Ic cut-off value:	2.60	K_v applied:	Yes
Earthquake magnitude M_w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

SBTn legend

1. Sensitive fine grained	4. Clayey silt to silty	7. Gravely sand to sand
2. Organic material	5. Silty sand to sandy silt	8. Very stiff sand to
3. Clay to silty clay	6. Clean sand to silty sand	9. Very stiff fine grained

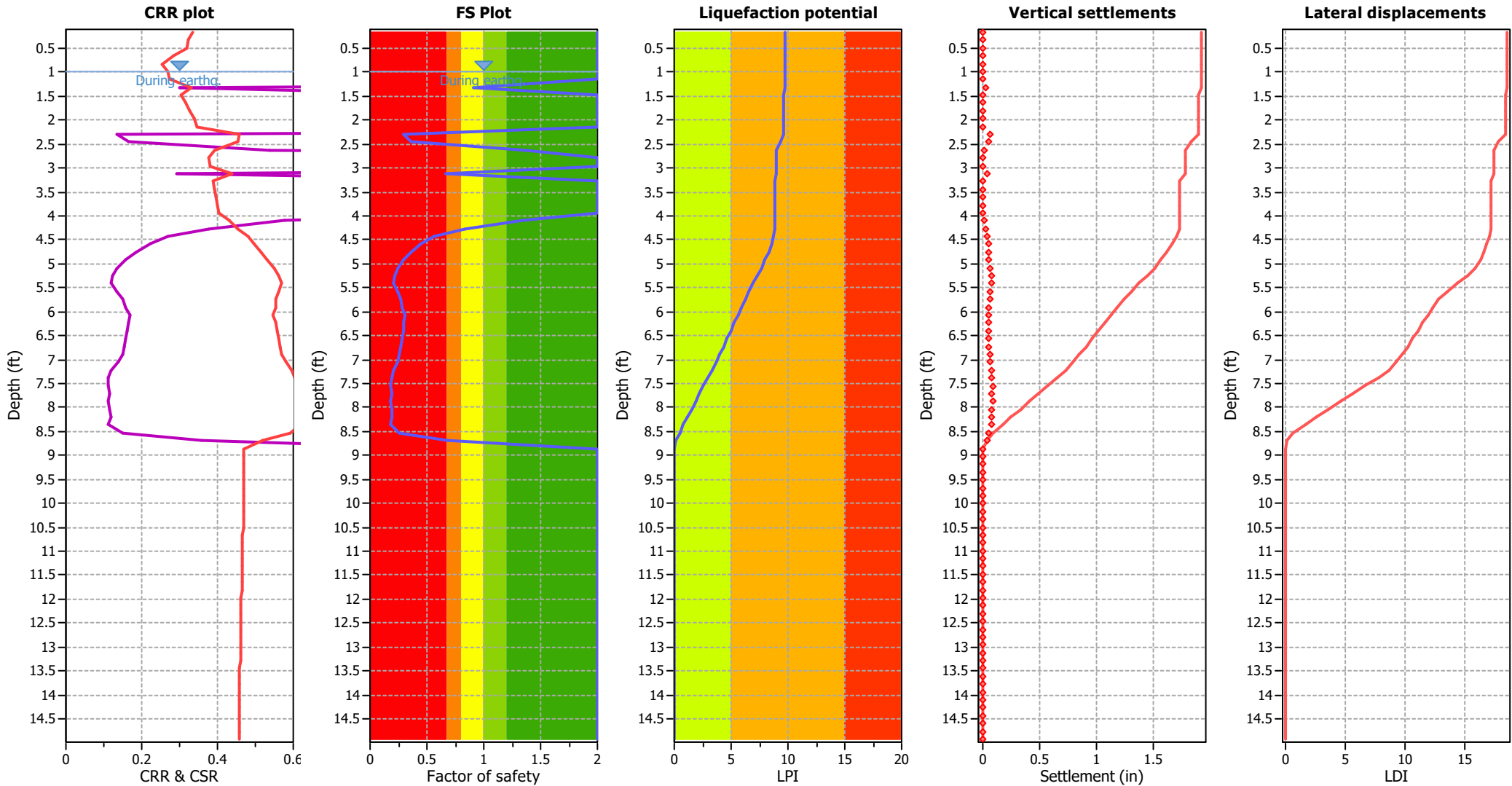
Liquefaction analysis overall plots (intermediate results)



Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (erthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on Ic value	Ic cut-off value:	2.60	K _σ applied:	Yes
Earthquake magnitude M _w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

Liquefaction analysis overall plots



Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (erthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on Ic value	Ic cut-off value:	2.60	K_{σ} applied:	Yes
Earthquake magnitude M_w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

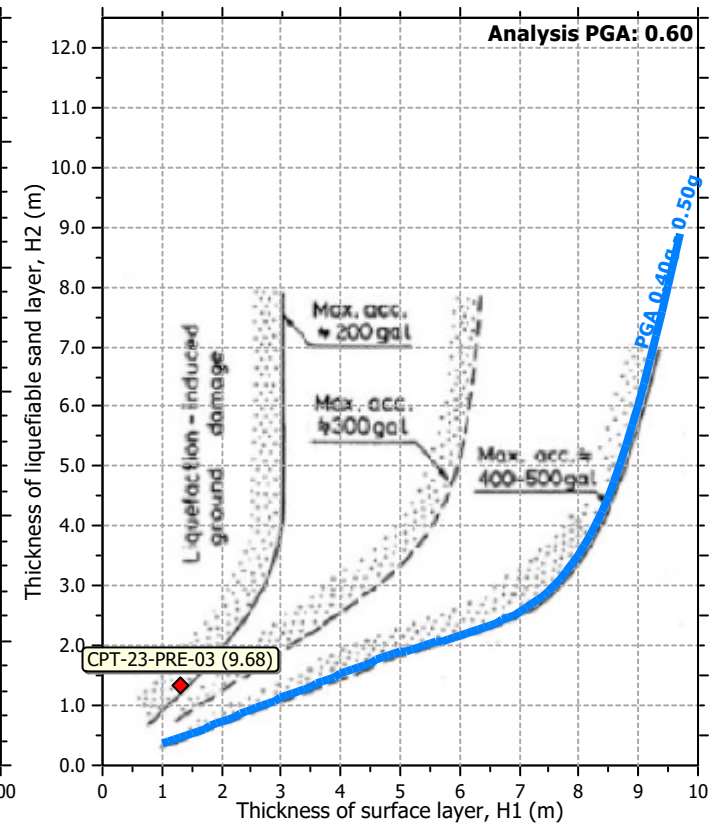
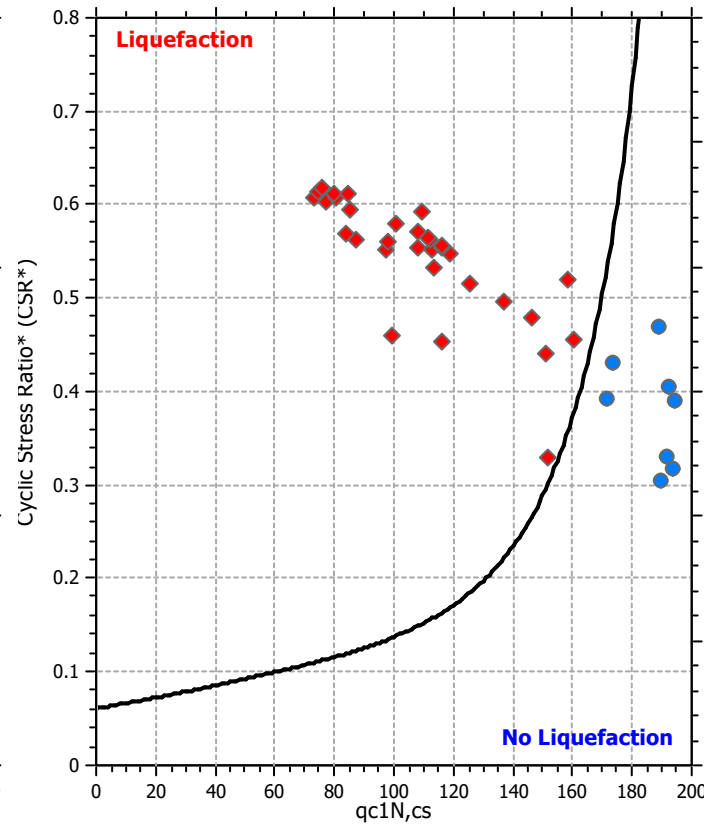
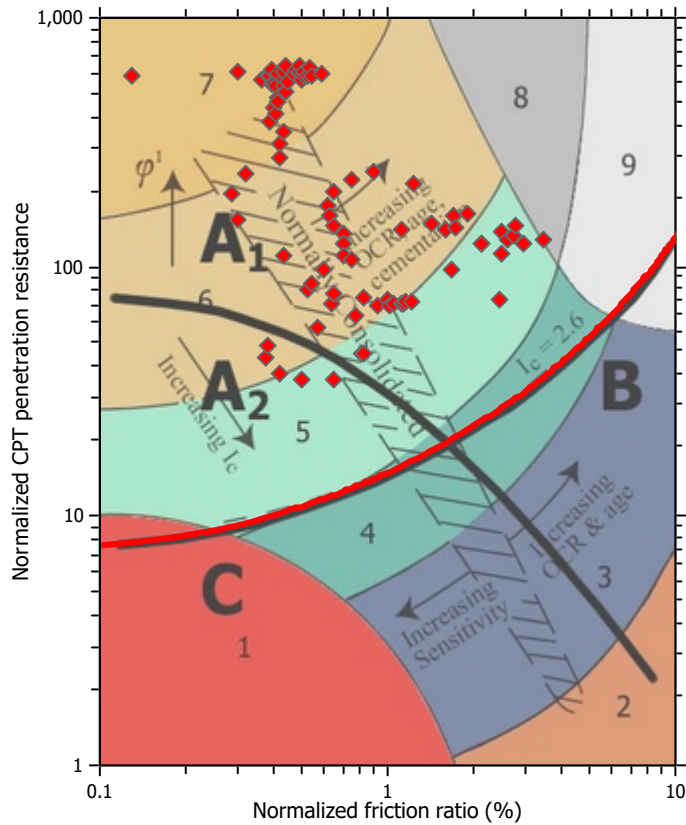
F.S. color scheme

- Almost certain it will liquefy
- Very likely to liquefy
- Liquefaction and no liq. are equally likely
- Unlike to liquefy
- Almost certain it will not liquefy

LPI color scheme

- Very high risk
- High risk
- Low risk

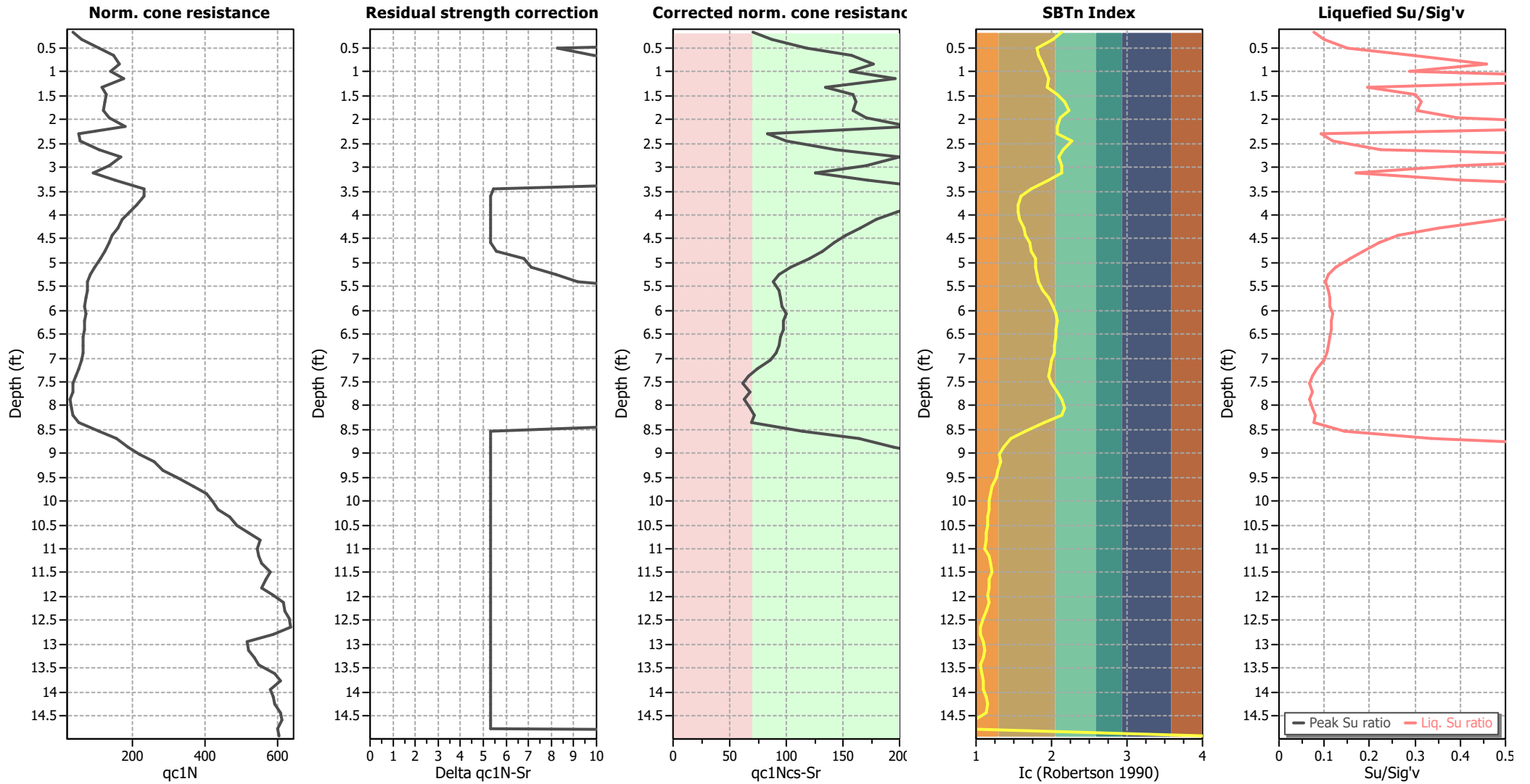
Liquefaction analysis summary plots



Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (erthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on I_c value	I_c cut-off value:	2.60	K_{ϕ} applied:	Yes
Earthquake magnitude M_w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

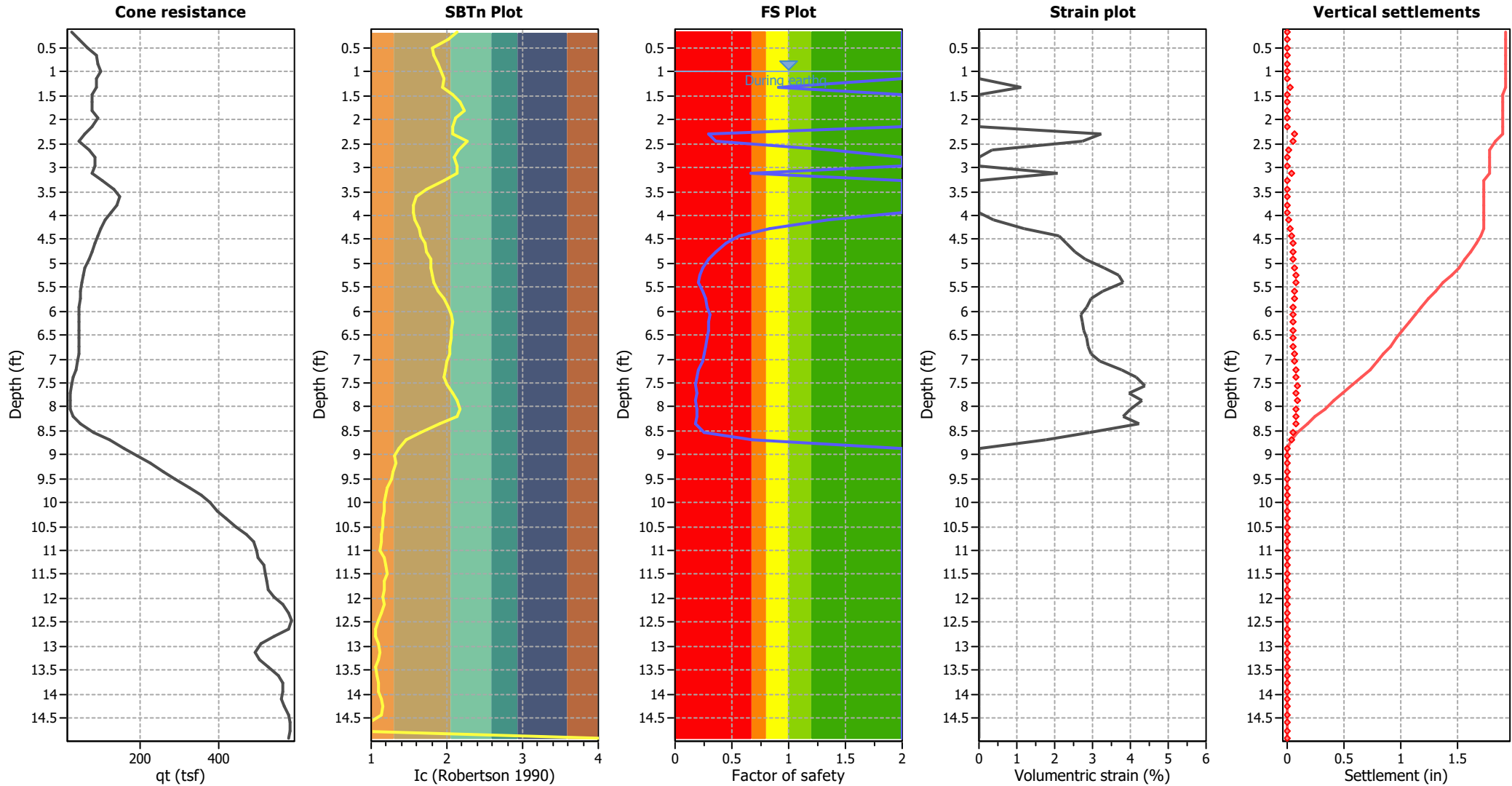
Check for strength loss plots (Idriss & Boulanger (2008))



Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (erthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on Ic value	Ic cut-off value:	2.60	K _σ applied:	Yes
Earthquake magnitude M _w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

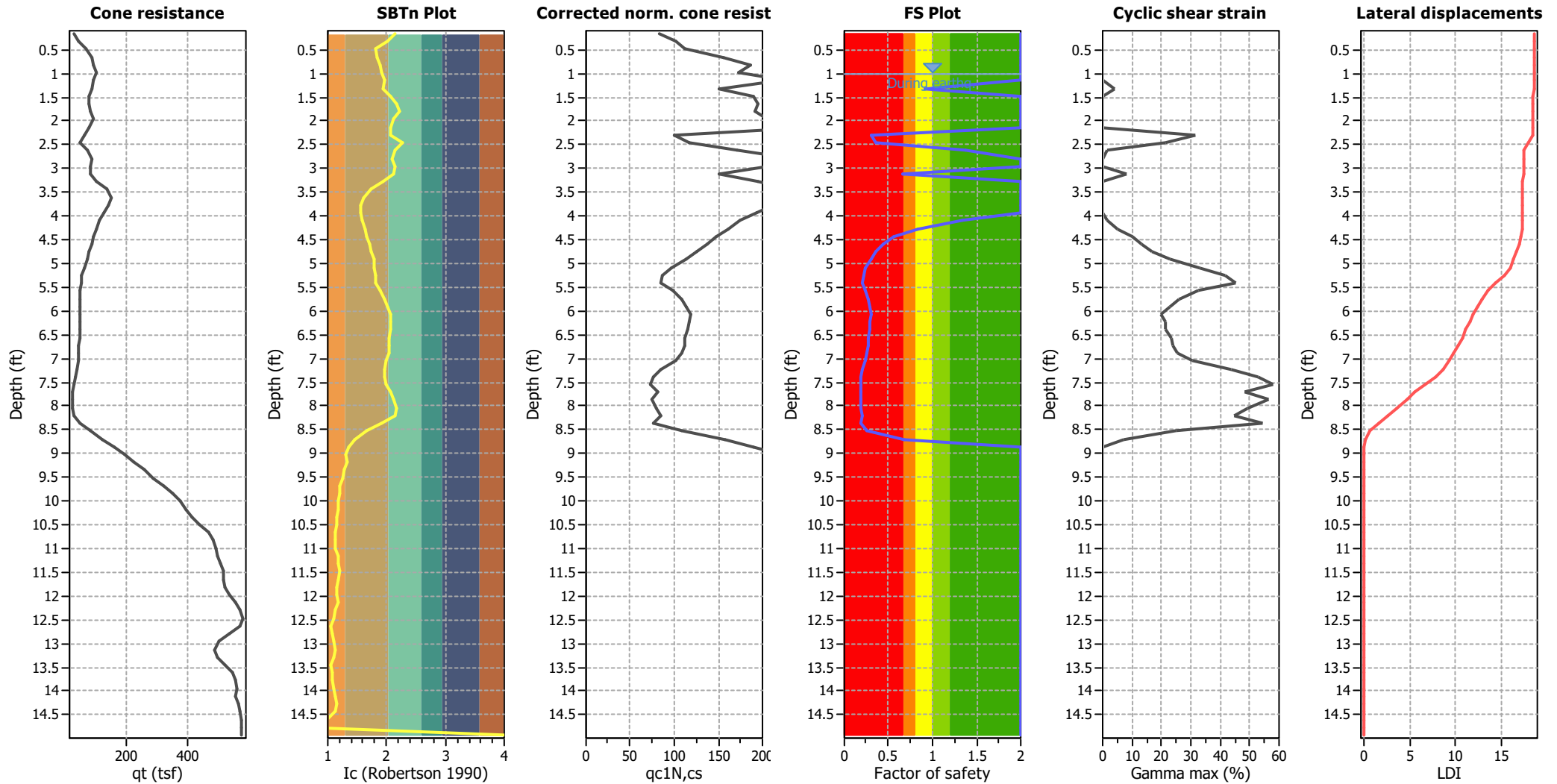
Estimation of post-earthquake settlements



Abbreviations

- q_c: Total cone resistance (cone resistance q_c corrected for pore water effects)
- I_c: Soil Behaviour Type Index
- FS: Calculated Factor of Safety against liquefaction
- Volumetric strain: Post-liquefaction volumetric strain

Estimation of post-earthquake lateral Displacements

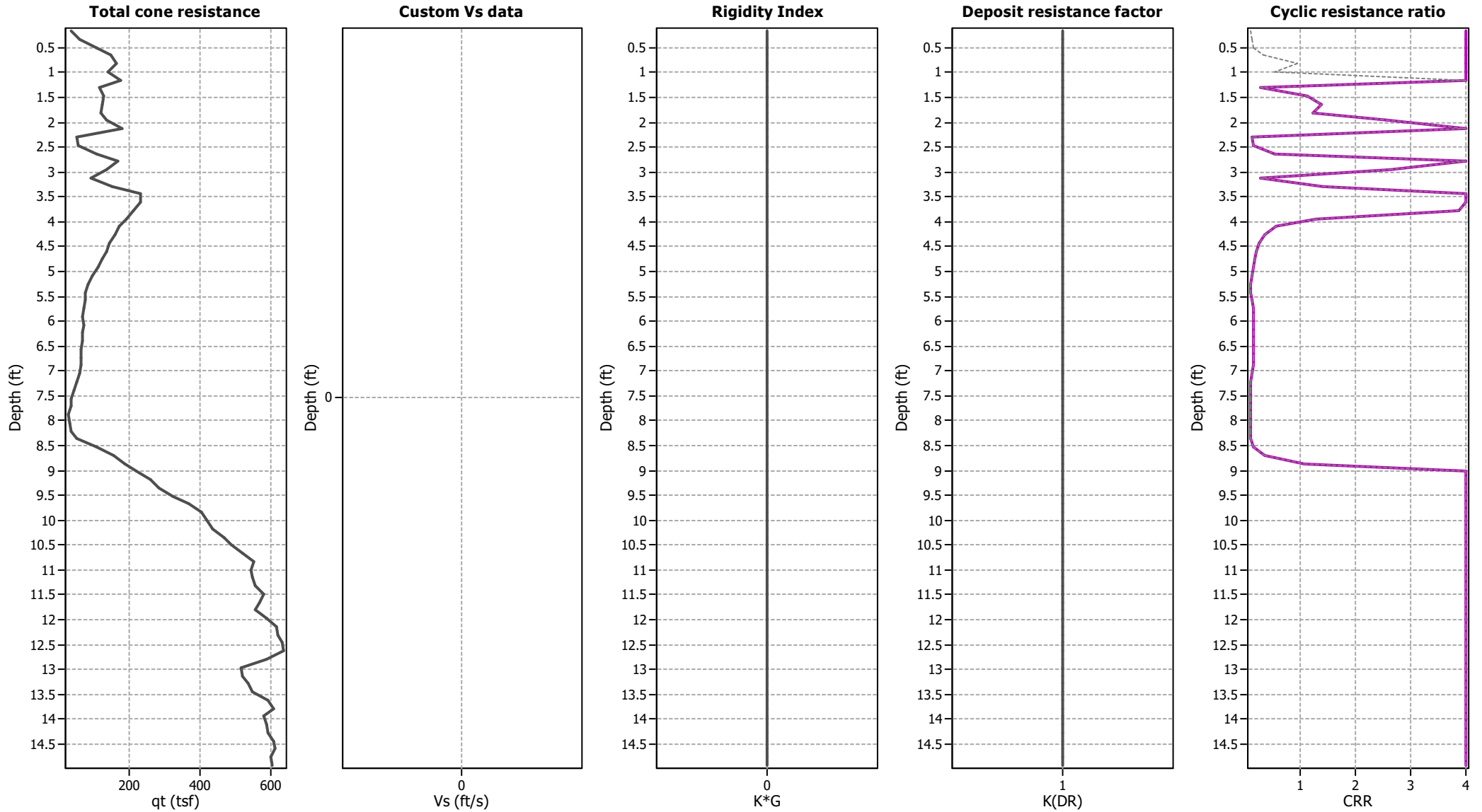


Abbreviations

qt: Total cone resistance (cone resistance q_c corrected for pore water effects)
 Ic: Soil Behaviour Type Index
 qc1N,cs: Equivalent clean sand normalized CPT total cone resistance

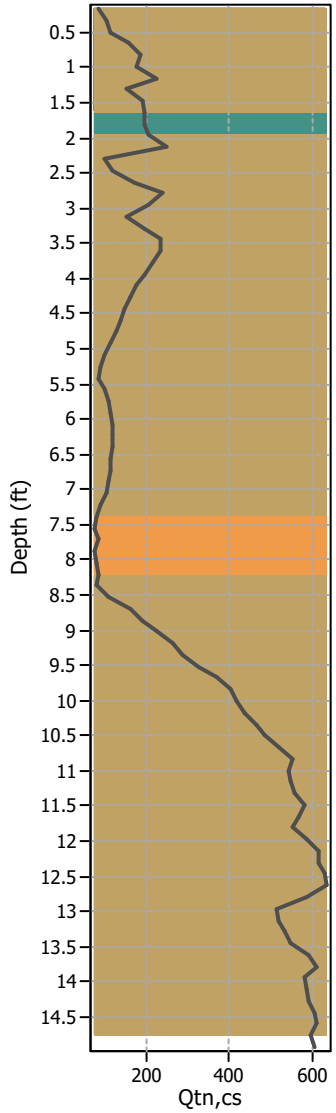
F.S.: Factor of safety
 γ_{max} : Maximum cyclic shear strain
 LDI: Lateral displacement index

Aging Calculation Estimation

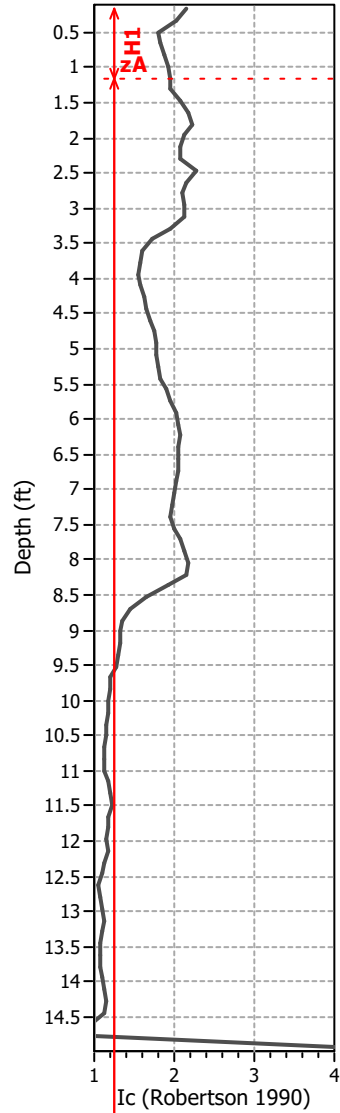


Ejecta Severity Estimation

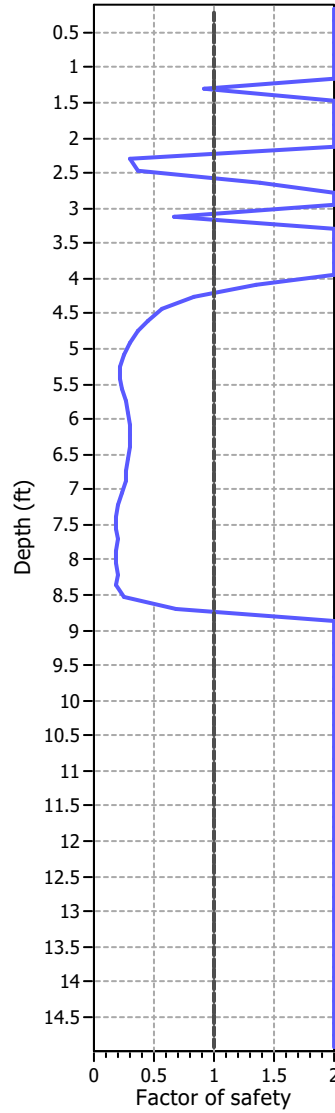
Corrected norm. cone resist:



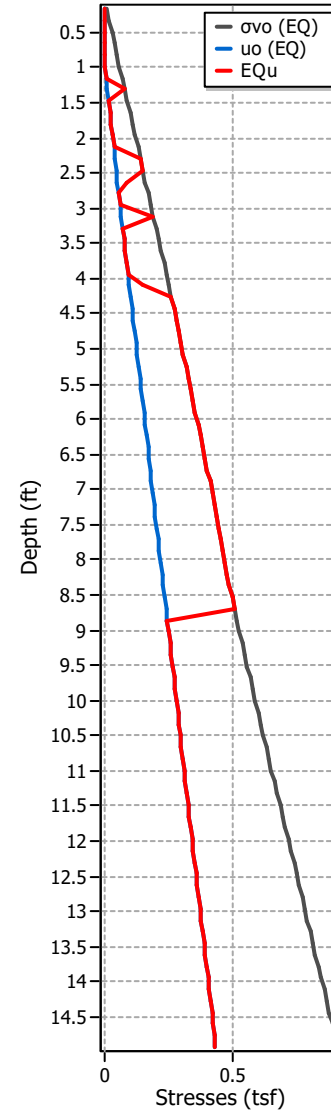
SBTn Index Plot



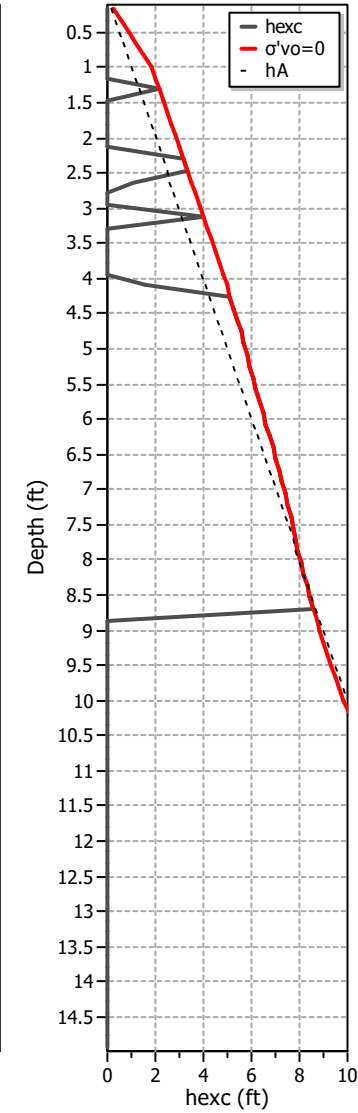
FS plot



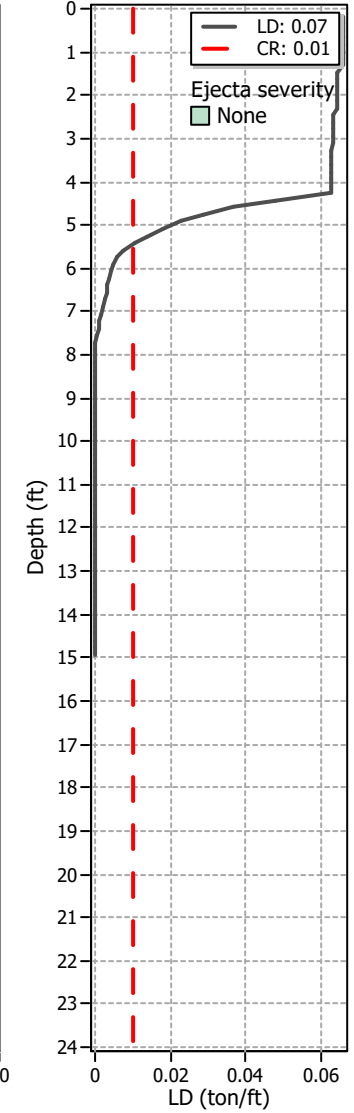
Stresses vs Depth



Excess Head



Liq. ejecta demand



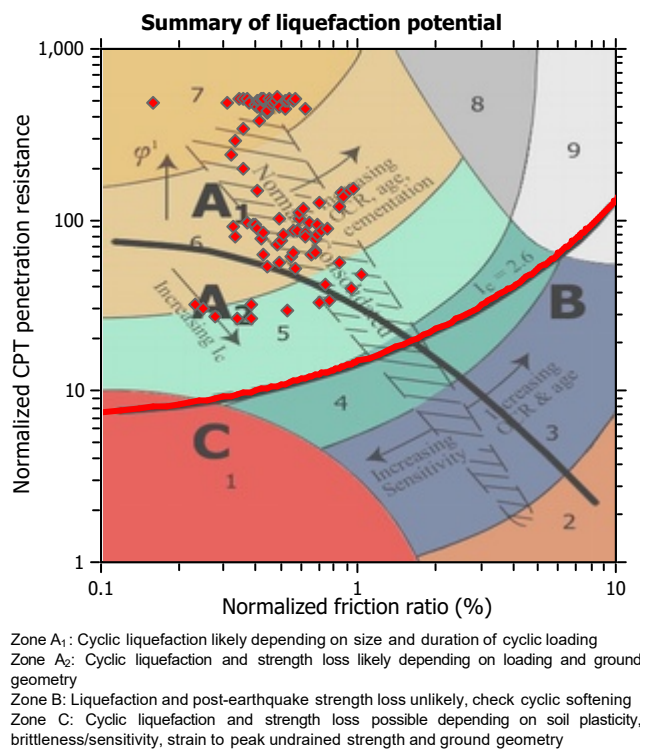
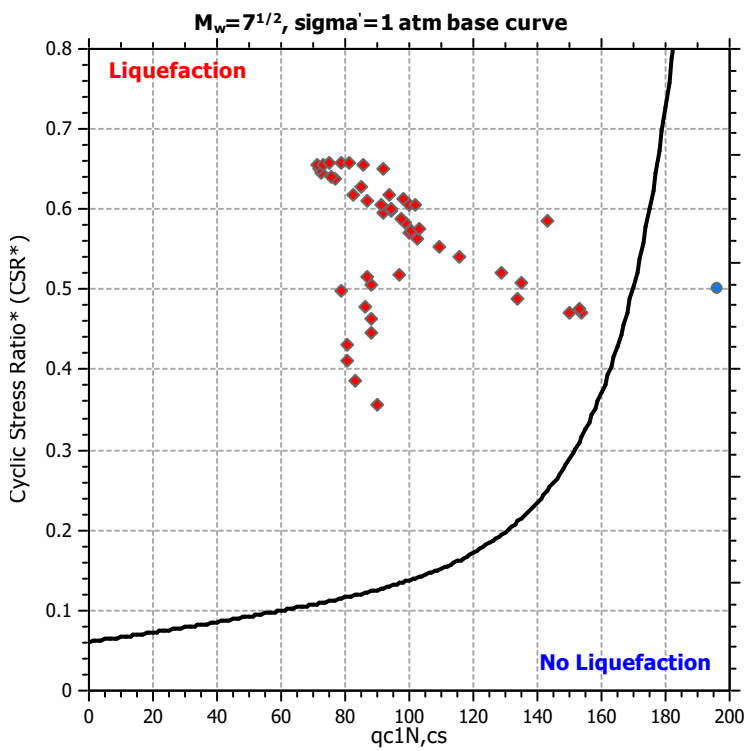
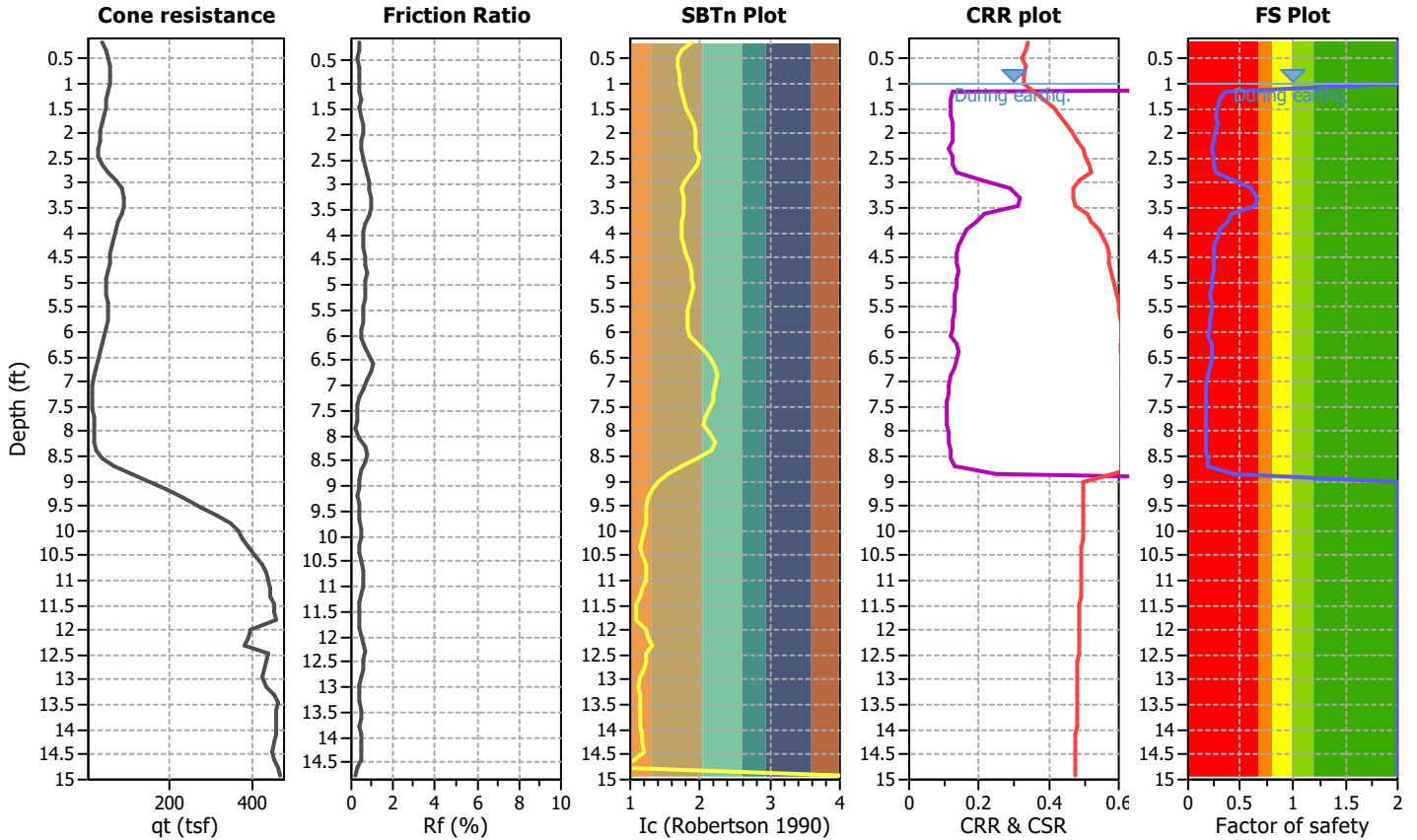
LIQUEFACTION ANALYSIS REPORT

Project title : Mono County Jail - Pre-RIC CPT Testing
CPT file : CPT-23-PRE-04

Location : Bridgeport, Mono County, CA

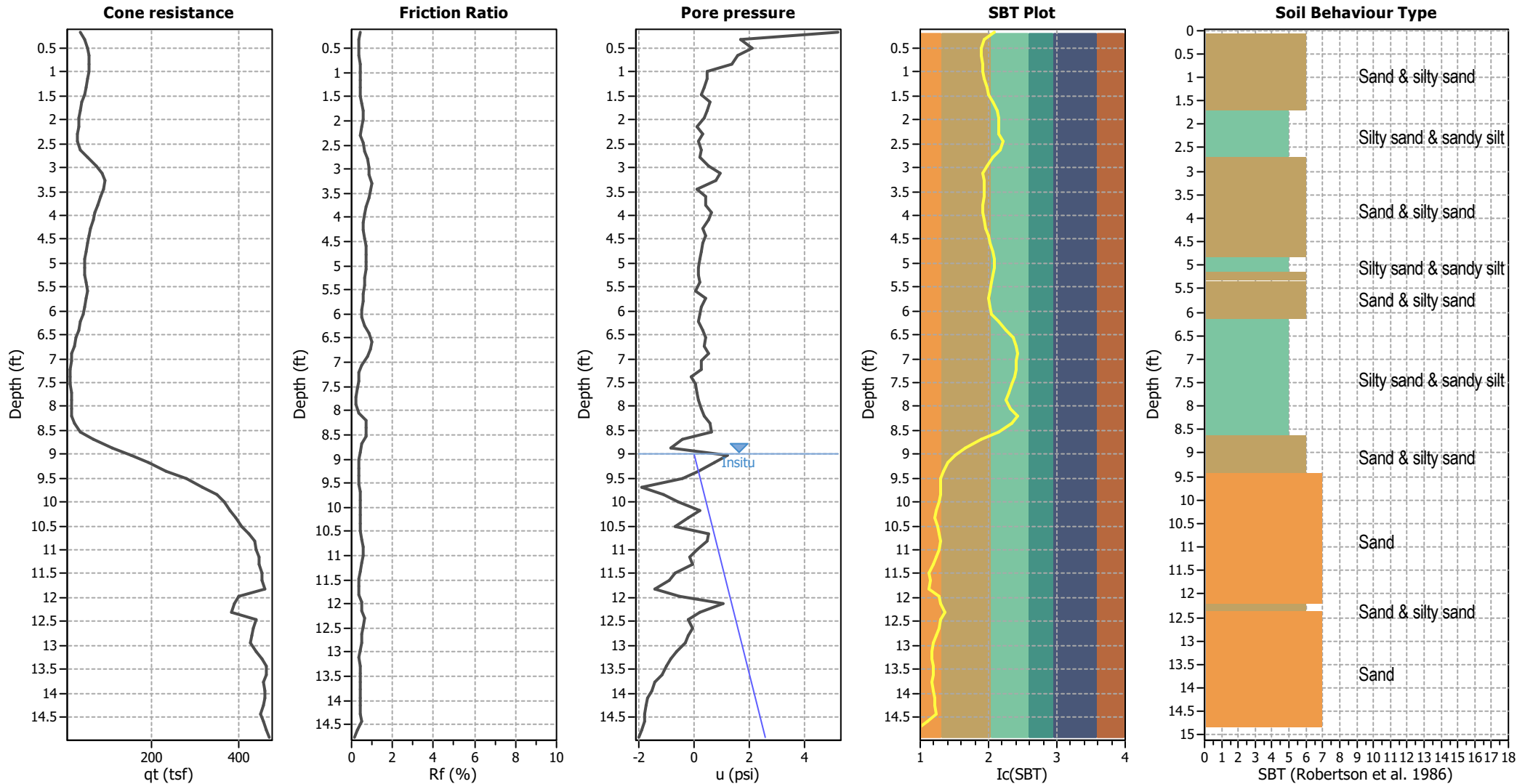
Input parameters and analysis data

Analysis method:	B&I (2014)	G.W.T. (in-situ):	9.00 ft	Use fill:	No	Clay like behavior applied:	Sands only
Fines correction method:	B&I (2014)	G.W.T. (earthq.):	1.00 ft	Fill height:	N/A	Limit depth applied:	No
Points to test:	Based on Ic value	Average results interval:	3	Fill weight:	N/A	Limit depth:	N/A
Earthquake magnitude M_w :	6.60	Ic cut-off value:	2.60	Trans. detect. applied:	Yes	MSF method:	Method based
Peak ground acceleration:	0.60	Unit weight calculation:	Based on SBT	K_σ applied:	Yes		



Zone A₁: Cyclic liquefaction likely depending on size and duration of cyclic loading
 Zone A₂: Cyclic liquefaction and strength loss likely depending on loading and ground geometry
 Zone B: Liquefaction and post-earthquake strength loss unlikely, check cyclic softening
 Zone C: Cyclic liquefaction and strength loss possible depending on soil plasticity, brittleness/sensitivity, strain to peak undrained strength and ground geometry

CPT basic interpretation plots



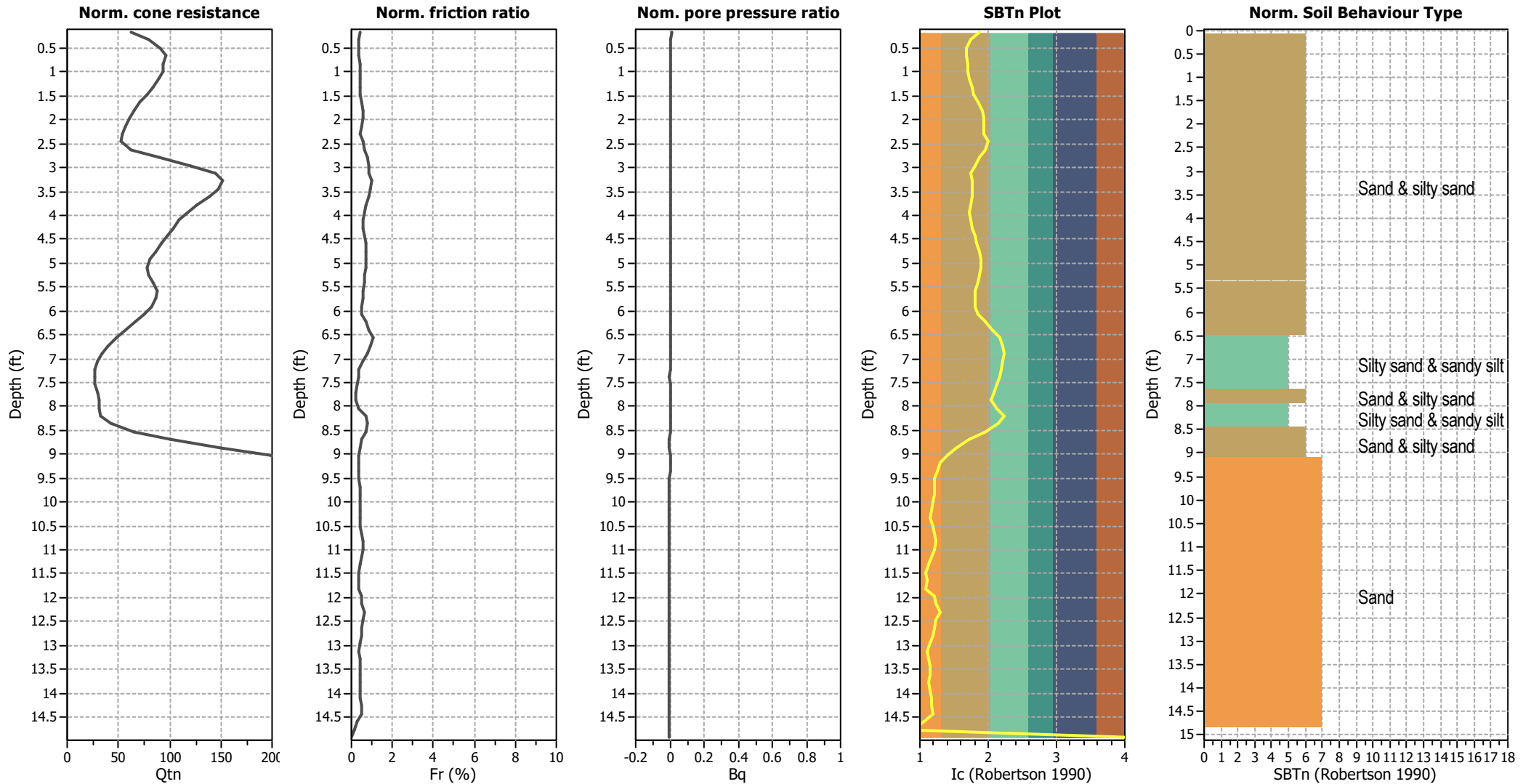
Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (erthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on Ic value	Ic cut-off value:	2.60	K_{σ} applied:	Yes
Earthquake magnitude M_w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

SBT legend

1. Sensitive fine grained	4. Clayey silt to silty	7. Gravely sand to sand
2. Organic material	5. Silty sand to sandy silt	8. Very stiff sand to
3. Clay to silty clay	6. Clean sand to silty sand	9. Very stiff fine grained

CPT basic interpretation plots (normalized)



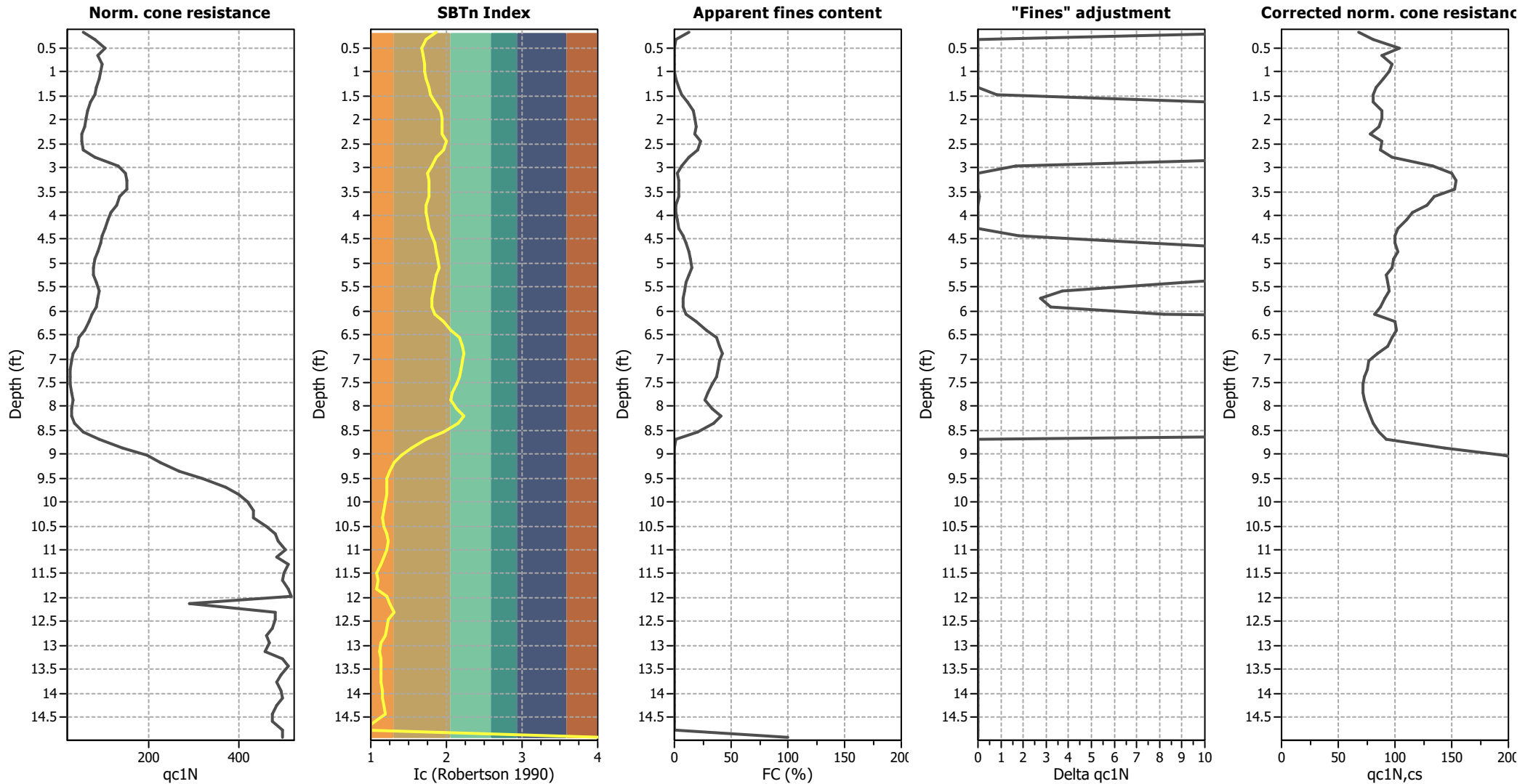
Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (erthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on I_c value	I_c cut-off value:	2.60	K_{σ} applied:	Yes
Earthquake magnitude M_w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

SBTn legend

1. Sensitive fine grained	4. Clayey silt to silty	7. Gravely sand to sand
2. Organic material	5. Silty sand to sandy silt	8. Very stiff sand to
3. Clay to silty clay	6. Clean sand to silty sand	9. Very stiff fine grained

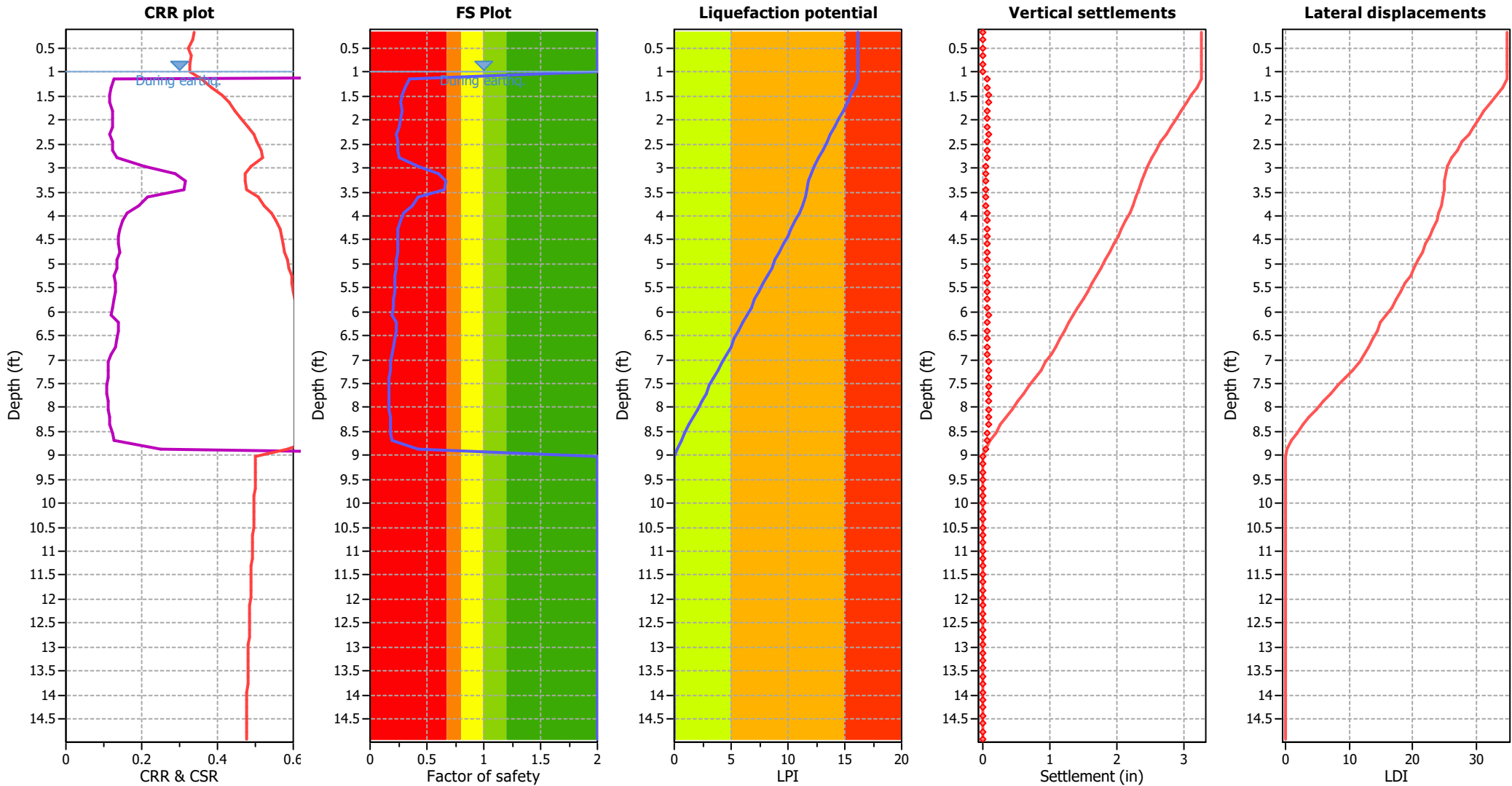
Liquefaction analysis overall plots (intermediate results)



Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (erthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on Ic value	Ic cut-off value:	2.60	K _σ applied:	Yes
Earthquake magnitude M _w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

Liquefaction analysis overall plots



Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (erthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on Ic value	Ic cut-off value:	2.60	K_{σ} applied:	Yes
Earthquake magnitude M_w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

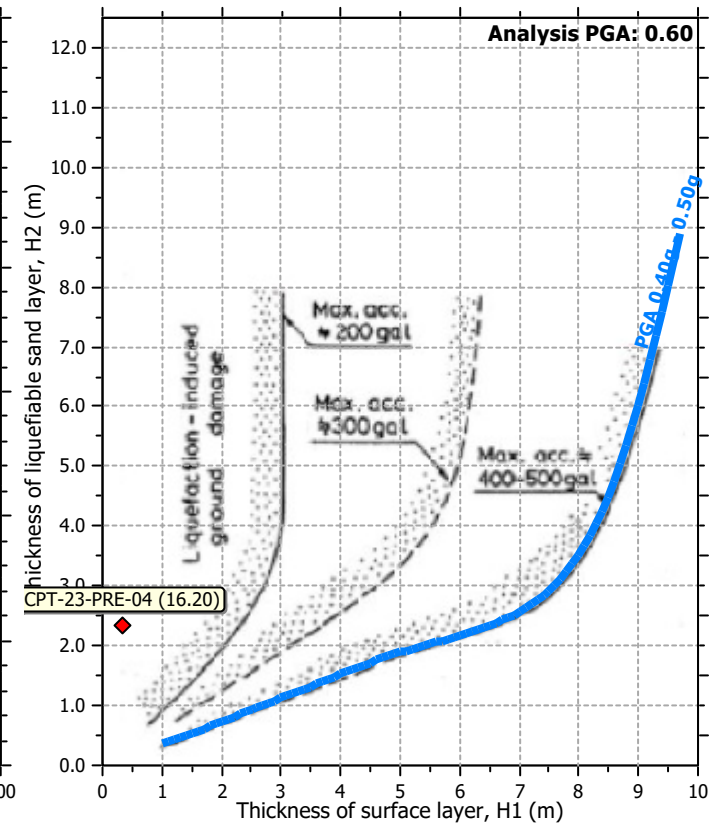
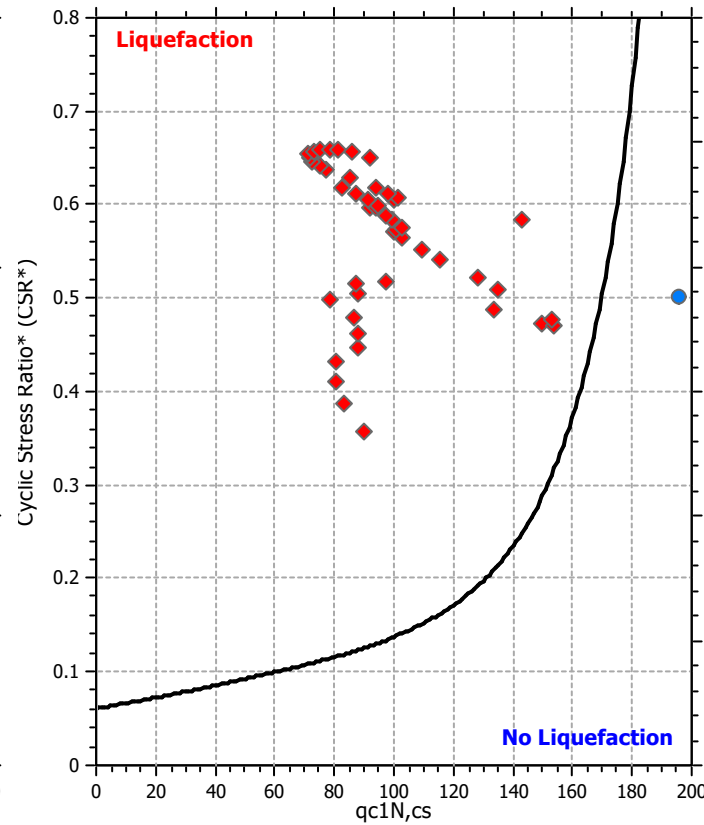
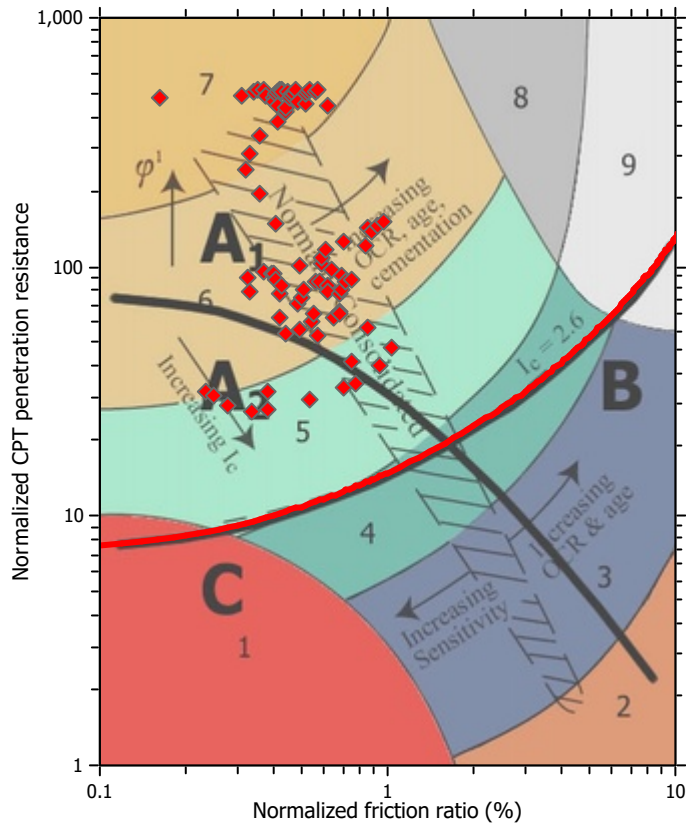
F.S. color scheme

- Almost certain it will liquefy
- Very likely to liquefy
- Liquefaction and no liq. are equally likely
- Unlike to liquefy
- Almost certain it will not liquefy

LPI color scheme

- Very high risk
- High risk
- Low risk

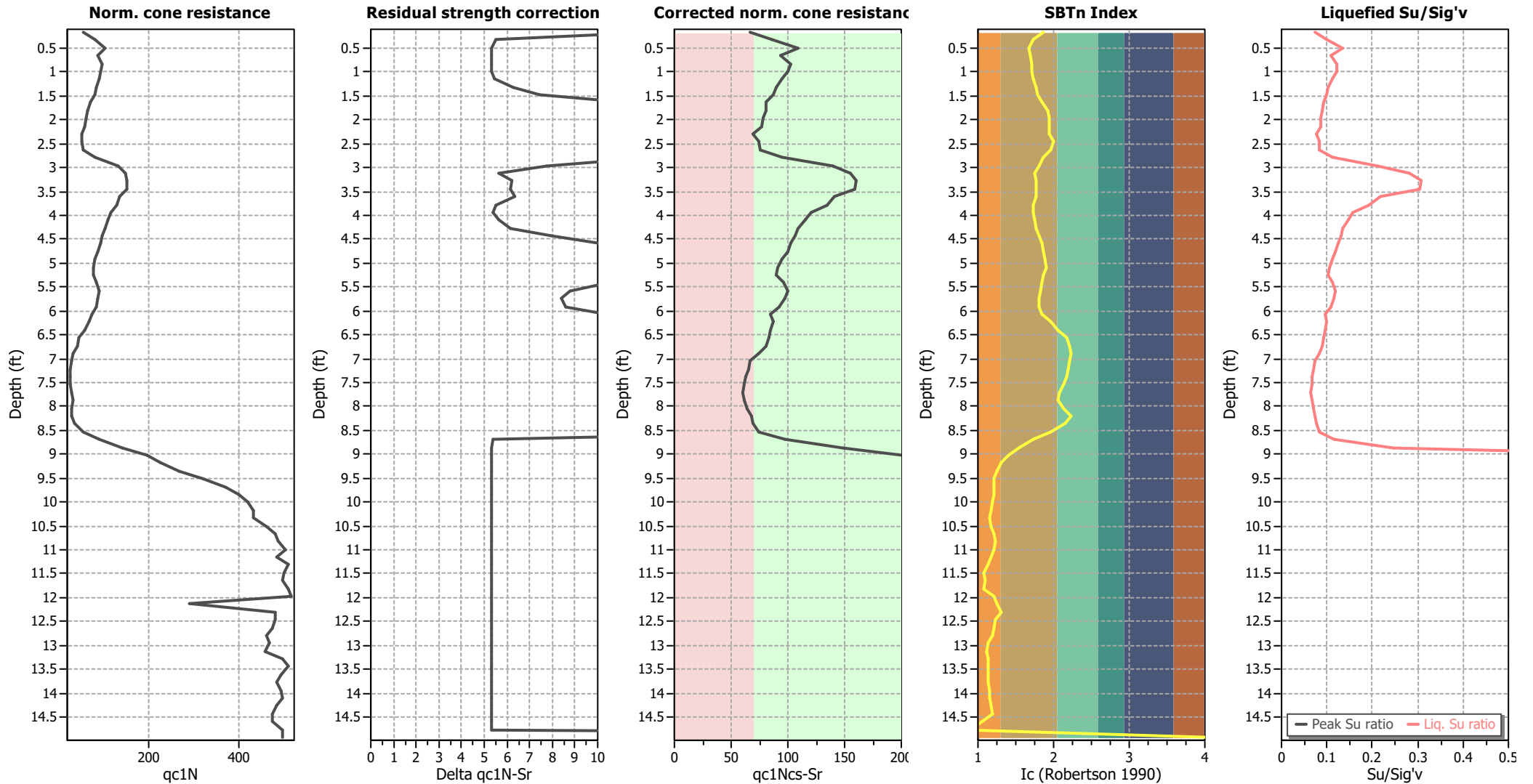
Liquefaction analysis summary plots



Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (erthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on Ic value	Ic cut-off value:	2.60	K_{ϕ} applied:	Yes
Earthquake magnitude M_w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

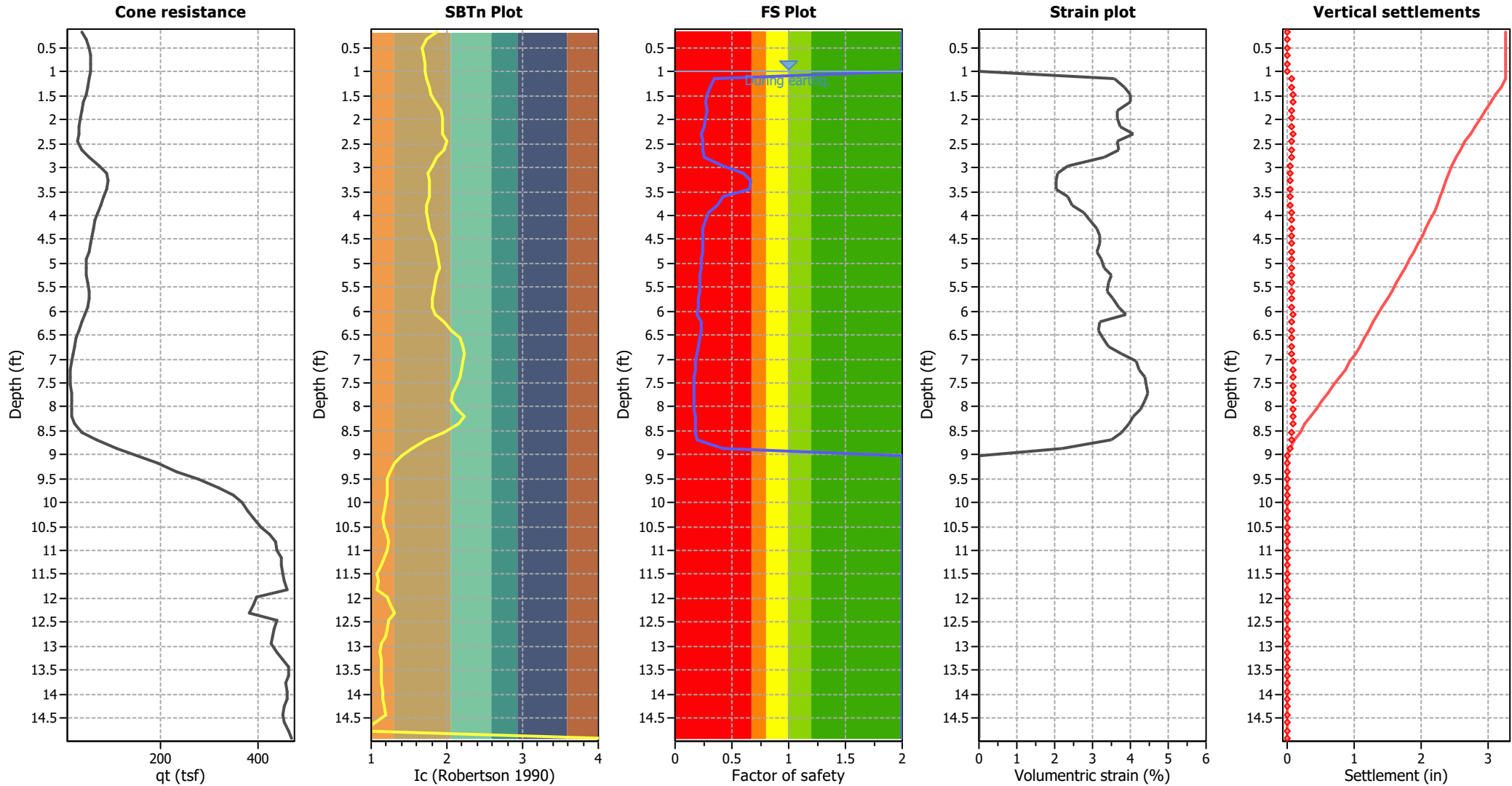
Check for strength loss plots (Idriss & Boulanger (2008))



Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (erthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on Ic value	Ic cut-off value:	2.60	K _σ applied:	Yes
Earthquake magnitude M _w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

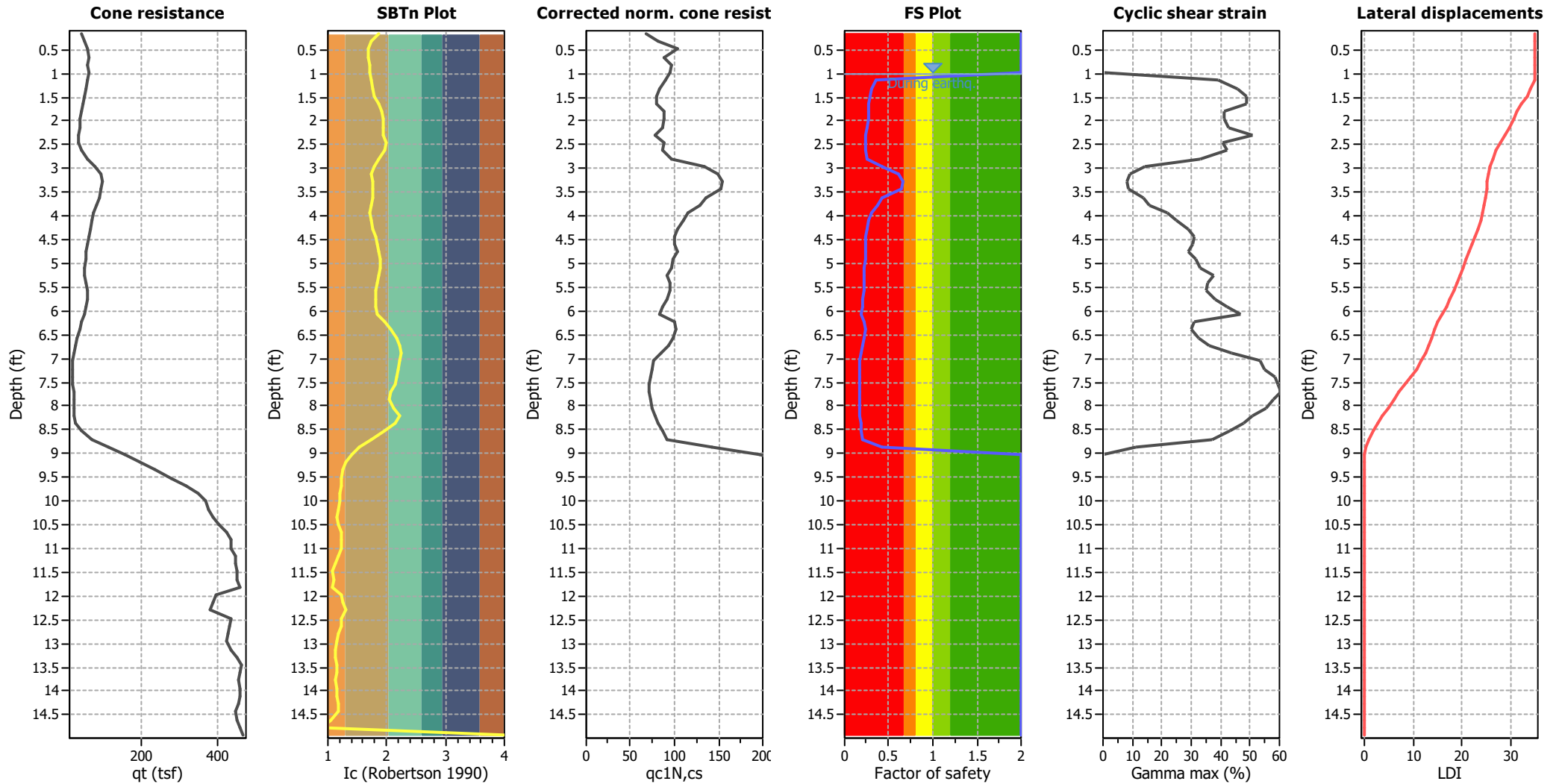
Estimation of post-earthquake settlements



Abbreviations

- q_t : Total cone resistance (cone resistance q_c corrected for pore water effects)
- I_c : Soil Behaviour Type Index
- FS: Calculated Factor of Safety against liquefaction
- Volumetric strain: Post-liquefaction volumetric strain

Estimation of post-earthquake lateral Displacements

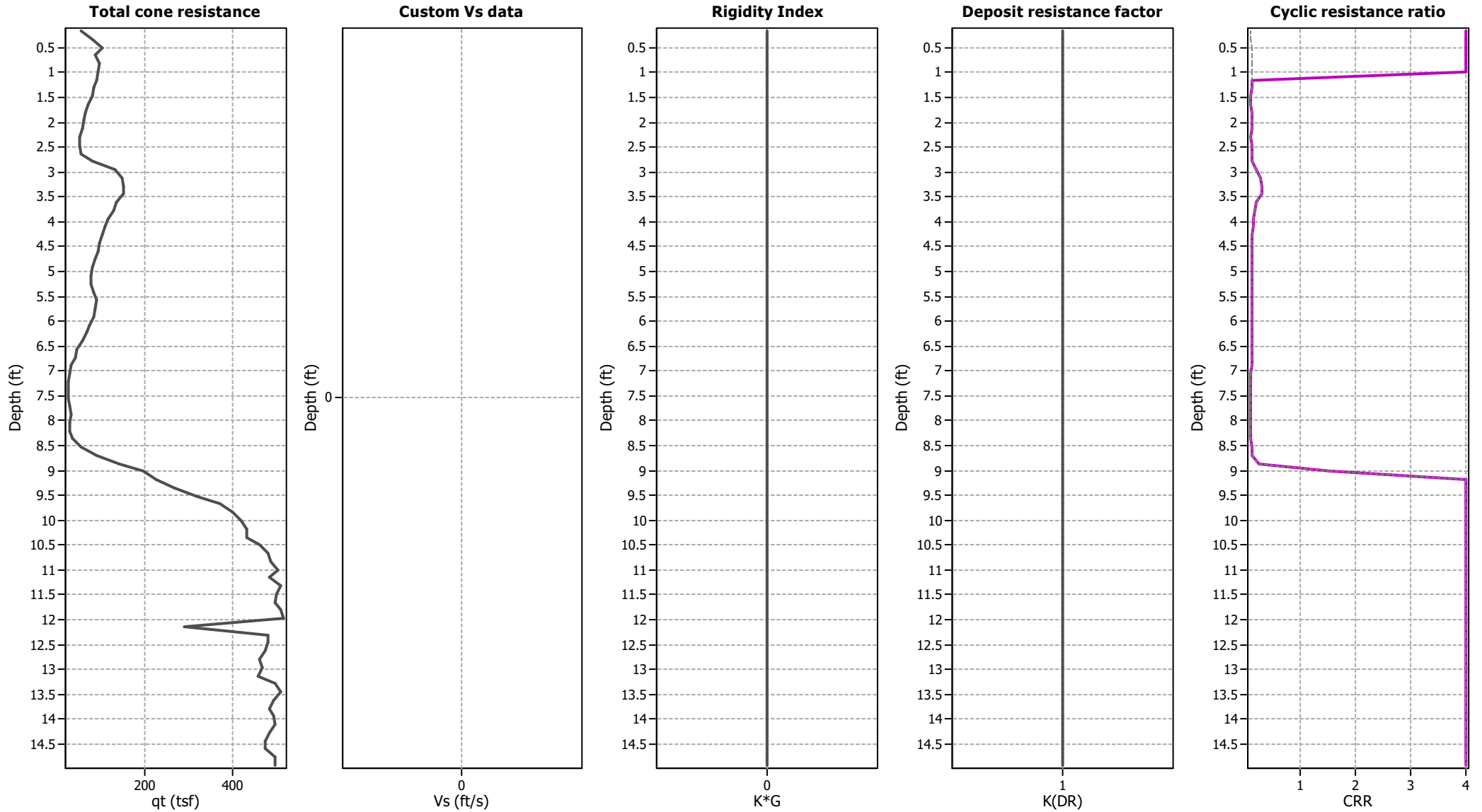


Abbreviations

qt: Total cone resistance (cone resistance q_c corrected for pore water effects)
 Ic: Soil Behaviour Type Index
 qc1N,cs: Equivalent clean sand normalized CPT total cone resistance

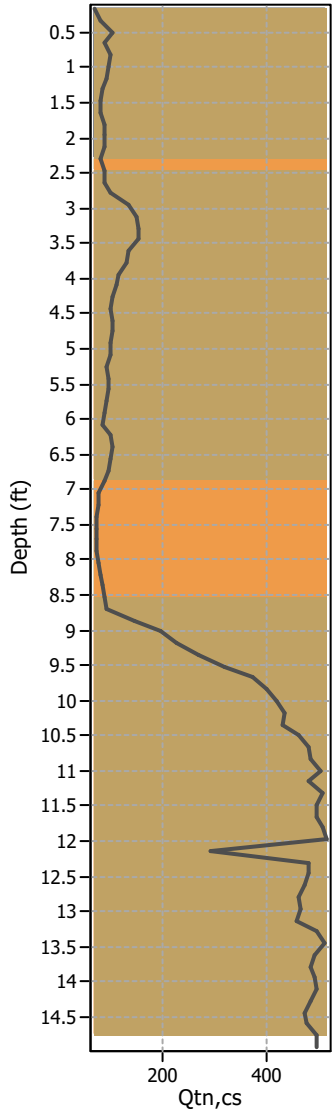
F.S.: Factor of safety
 γ_{max} : Maximum cyclic shear strain
 LDI: Lateral displacement index

Aging Calculation Estimation

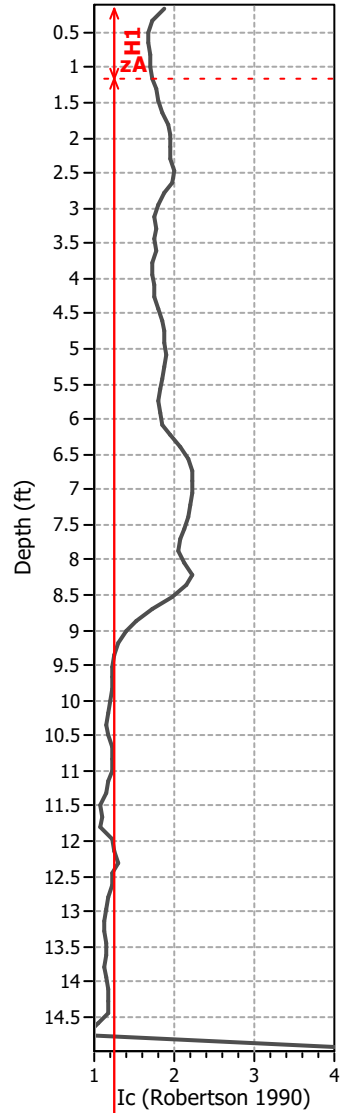


Ejecta Severity Estimation

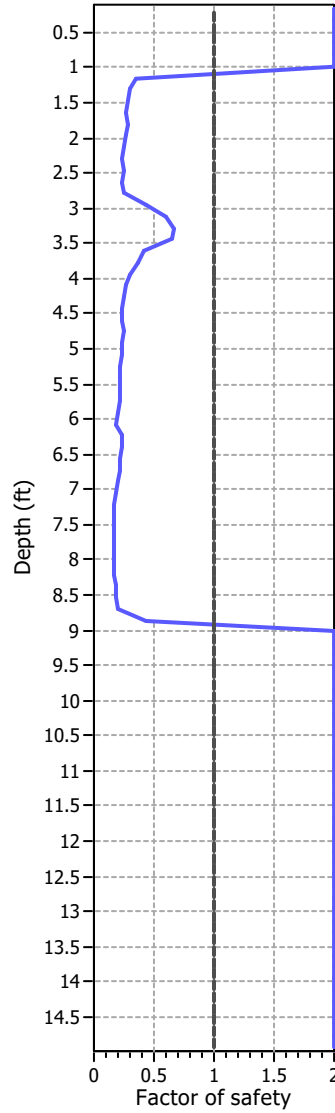
Corrected norm. cone resist:



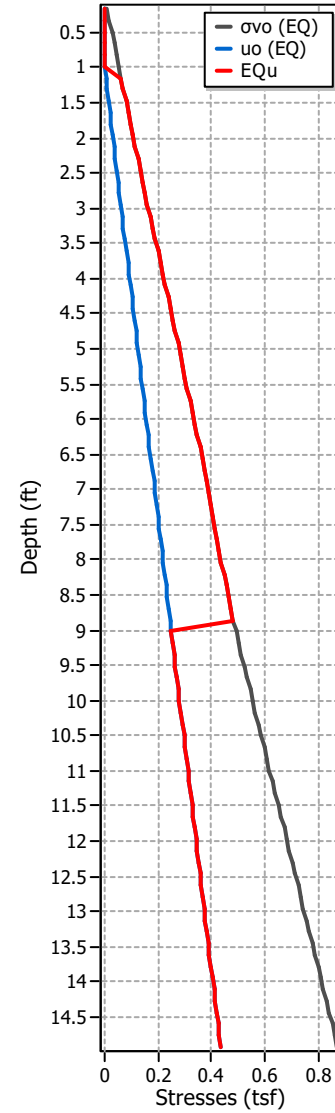
SBTn Index Plot



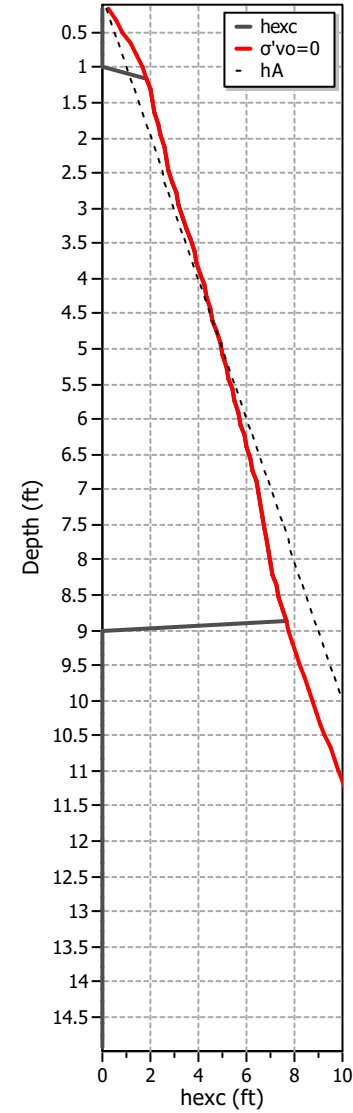
FS plot



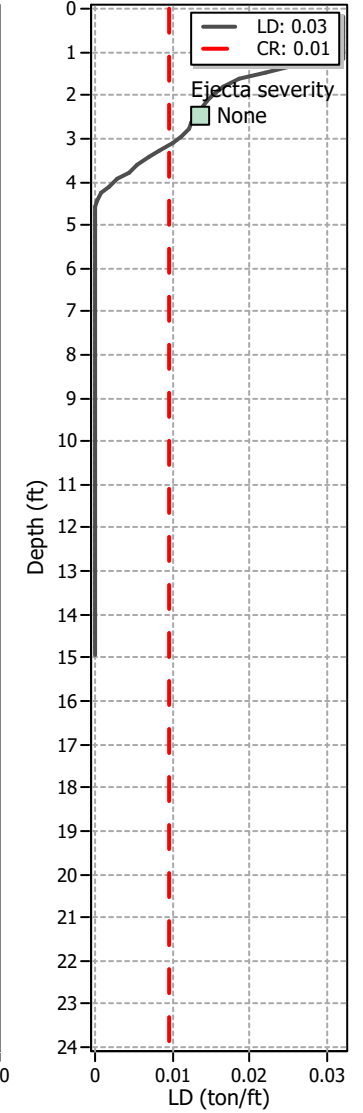
Stresses vs Depth



Excess Head



Liq. ejecta demand



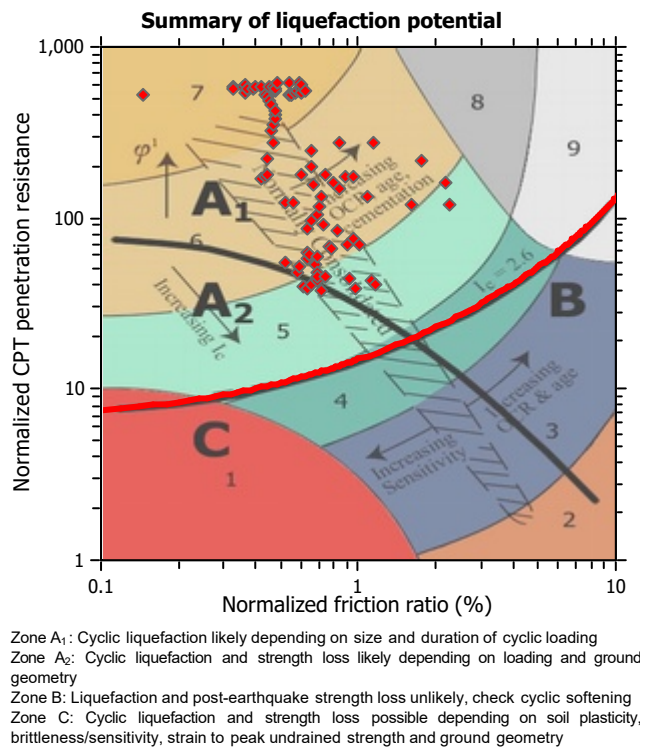
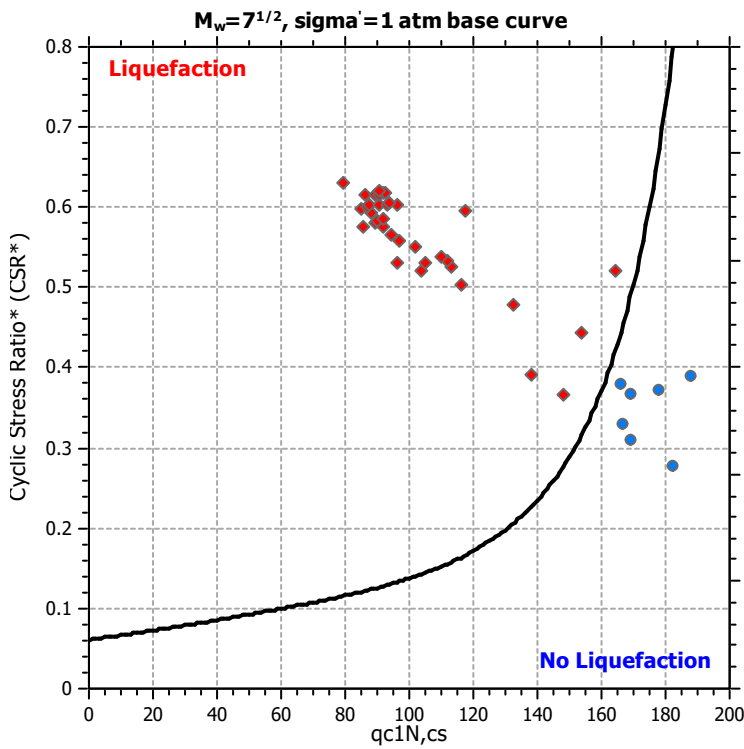
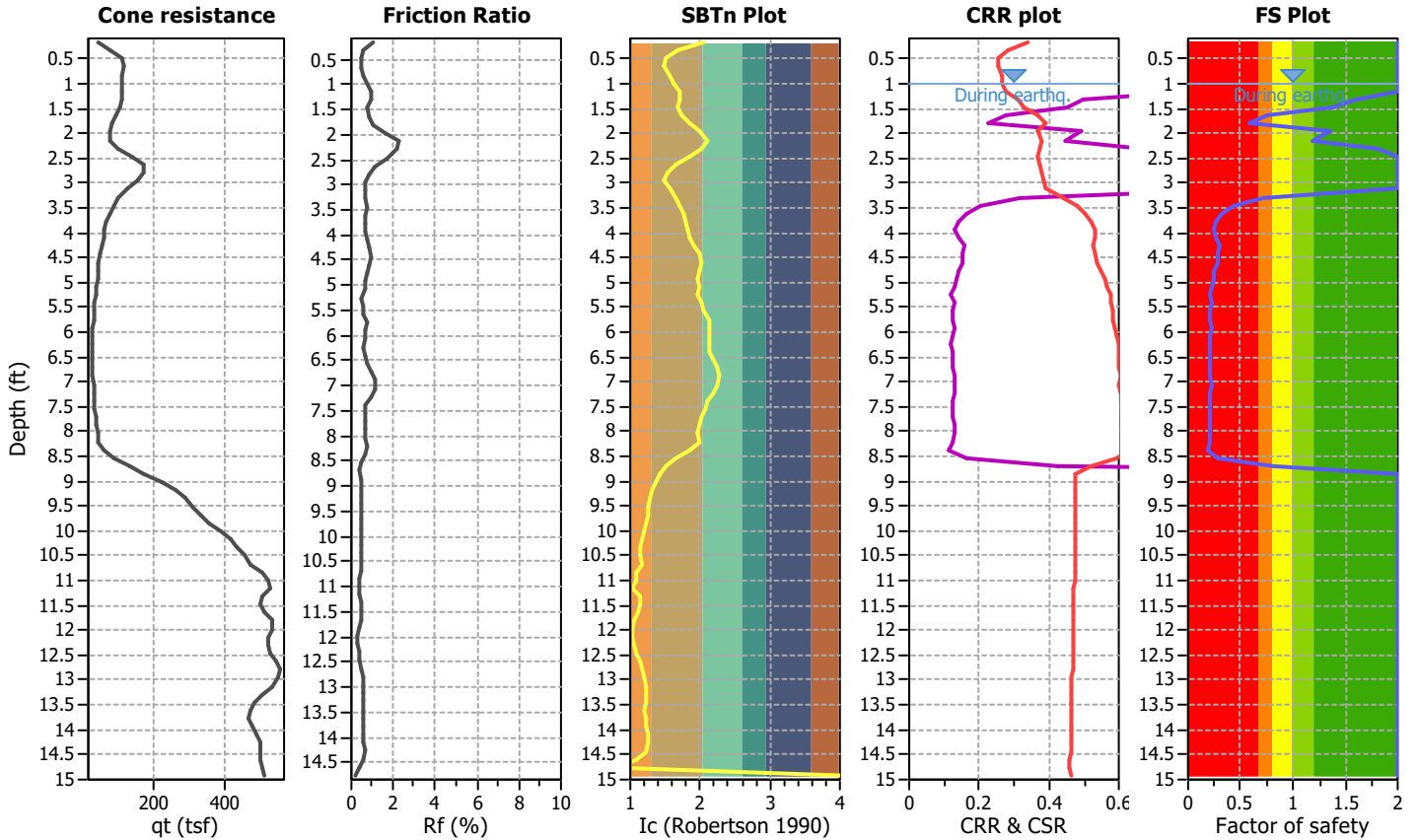
LIQUEFACTION ANALYSIS REPORT

Project title : Mono County Jail - Pre-RIC CPT Testing
CPT file : CPT-23-PRE-05

Location : Bridgeport, Mono County, CA

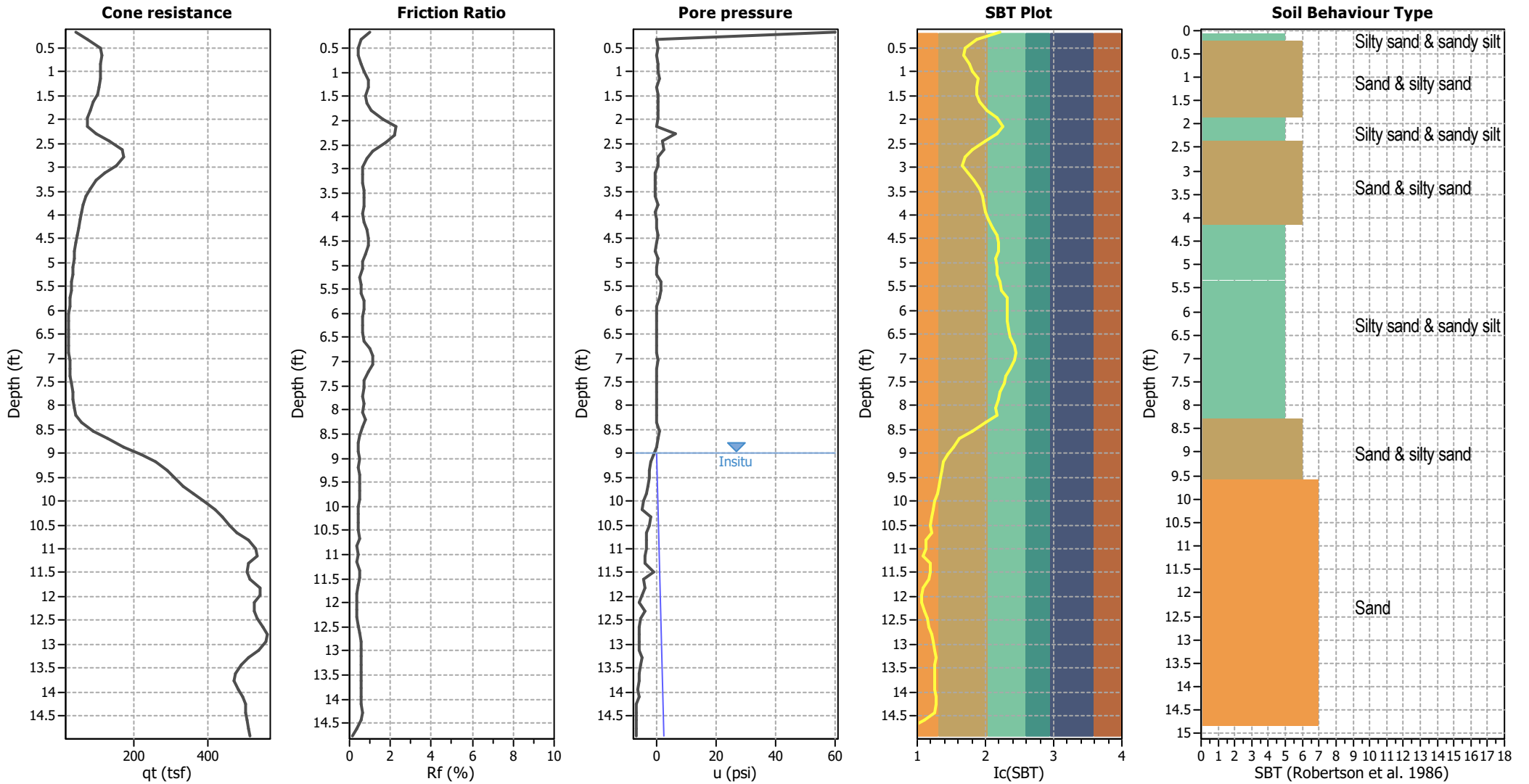
Input parameters and analysis data

Analysis method:	B&I (2014)	G.W.T. (in-situ):	9.00 ft	Use fill:	No	Clay like behavior applied:	Sands only
Fines correction method:	B&I (2014)	G.W.T. (earthq.):	1.00 ft	Fill height:	N/A	Limit depth applied:	No
Points to test:	Based on Ic value	Average results interval:	3	Fill weight:	N/A	Limit depth:	N/A
Earthquake magnitude M_w :	6.60	Ic cut-off value:	2.60	Trans. detect. applied:	Yes	MSF method:	Method based
Peak ground acceleration:	0.60	Unit weight calculation:	Based on SBT	K_σ applied:	Yes		



Zone A₁: Cyclic liquefaction likely depending on size and duration of cyclic loading
 Zone A₂: Cyclic liquefaction and strength loss likely depending on loading and ground geometry
 Zone B: Liquefaction and post-earthquake strength loss unlikely, check cyclic softening
 Zone C: Cyclic liquefaction and strength loss possible depending on soil plasticity, brittleness/sensitivity, strain to peak undrained strength and ground geometry

CPT basic interpretation plots



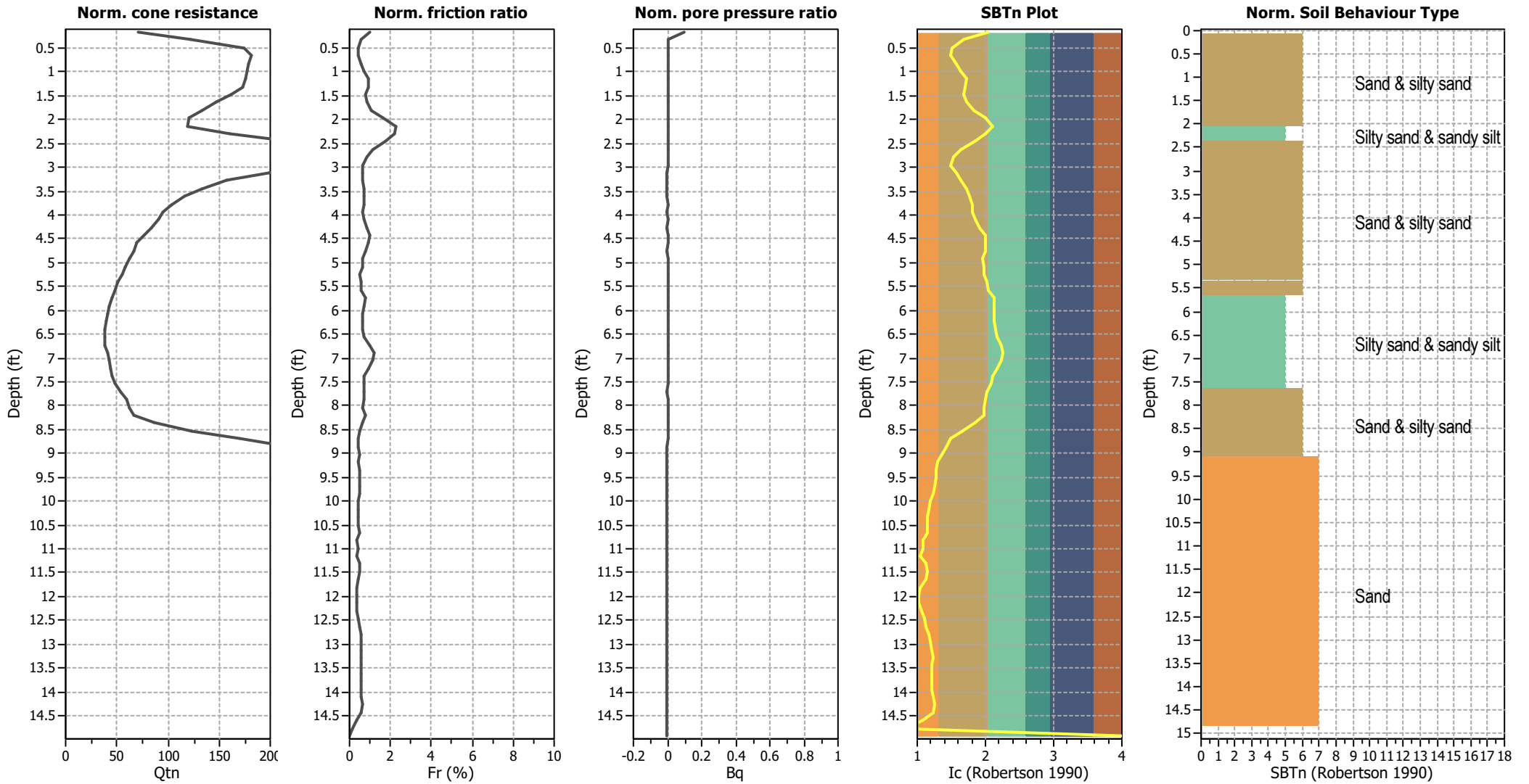
Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (erthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on Ic value	Ic cut-off value:	2.60	K_v applied:	Yes
Earthquake magnitude M_w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

SBT legend

1. Sensitive fine grained	4. Clayey silt to silty	7. Gravely sand to sand
2. Organic material	5. Silty sand to sandy silt	8. Very stiff sand to
3. Clay to silty clay	6. Clean sand to silty sand	9. Very stiff fine grained

CPT basic interpretation plots (normalized)



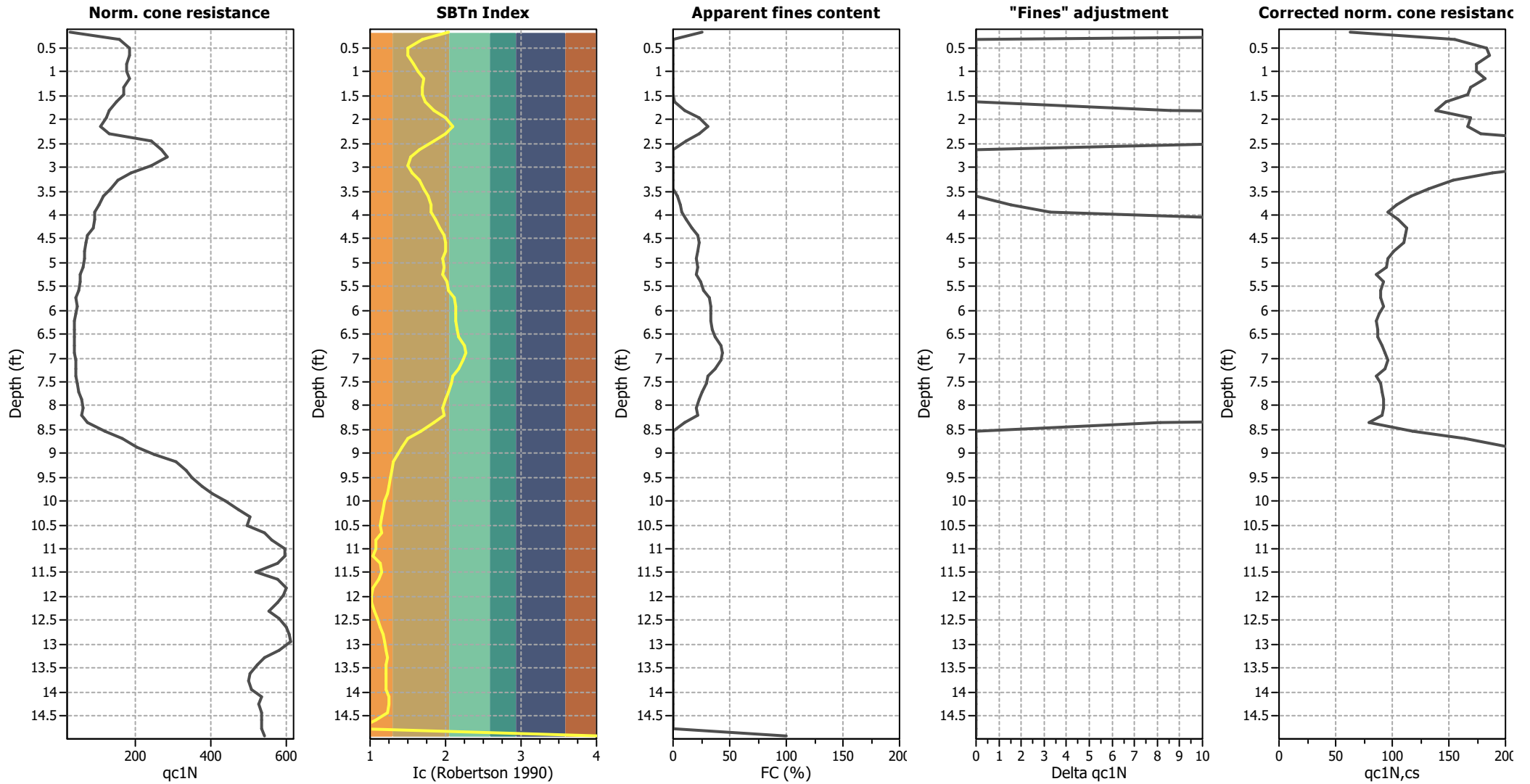
Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (erthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on Ic value	Ic cut-off value:	2.60	K_{σ} applied:	Yes
Earthquake magnitude M_w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

SBTn legend

1. Sensitive fine grained	4. Clayey silt to silty	7. Gravely sand to sand
2. Organic material	5. Silty sand to sandy silt	8. Very stiff sand to
3. Clay to silty clay	6. Clean sand to silty sand	9. Very stiff fine grained

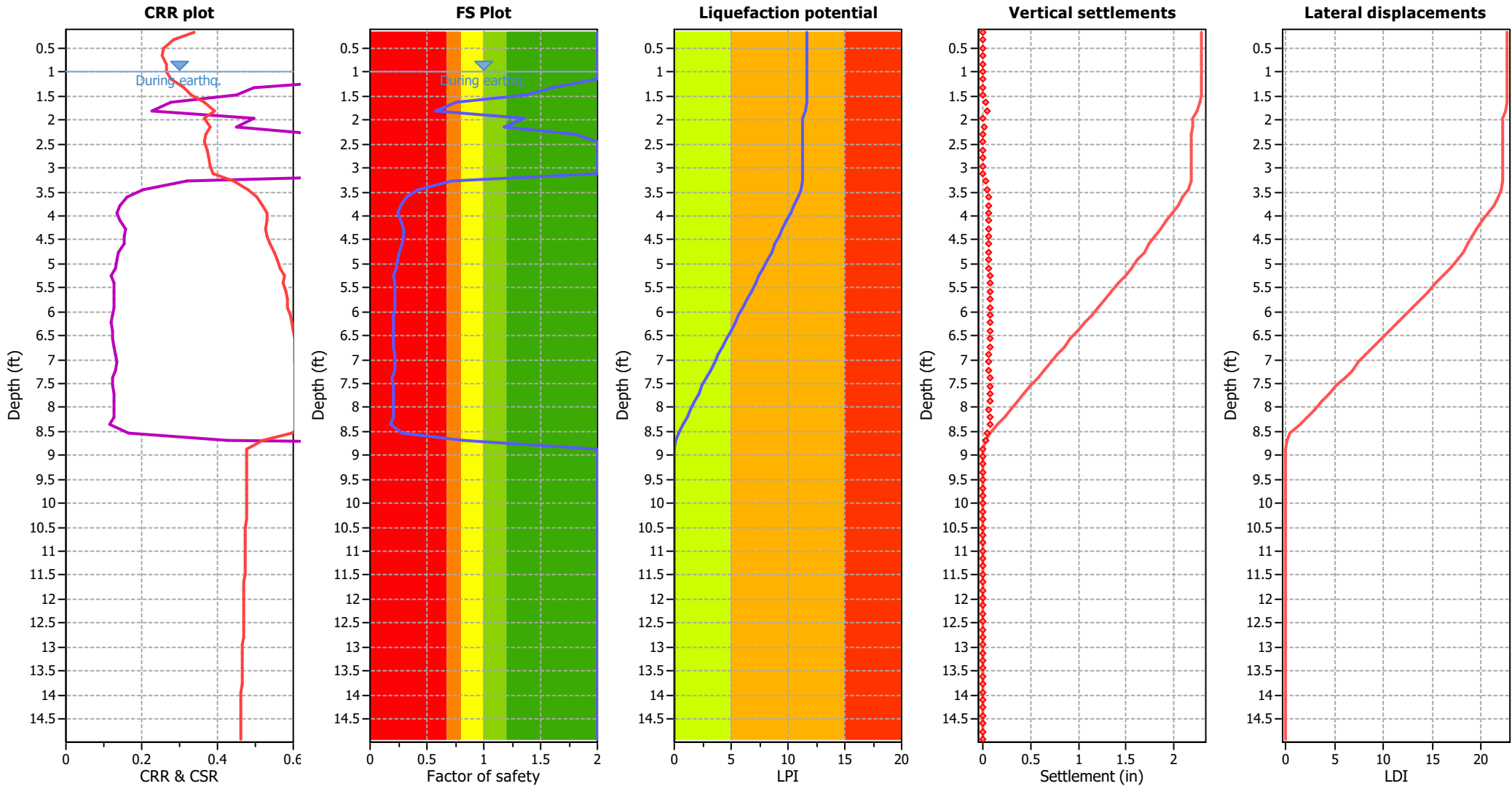
Liquefaction analysis overall plots (intermediate results)



Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (erthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on Ic value	Ic cut-off value:	2.60	K _σ applied:	Yes
Earthquake magnitude M _w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

Liquefaction analysis overall plots



Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (earthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on Ic value	Ic cut-off value:	2.60	K_{σ} applied:	Yes
Earthquake magnitude M_w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

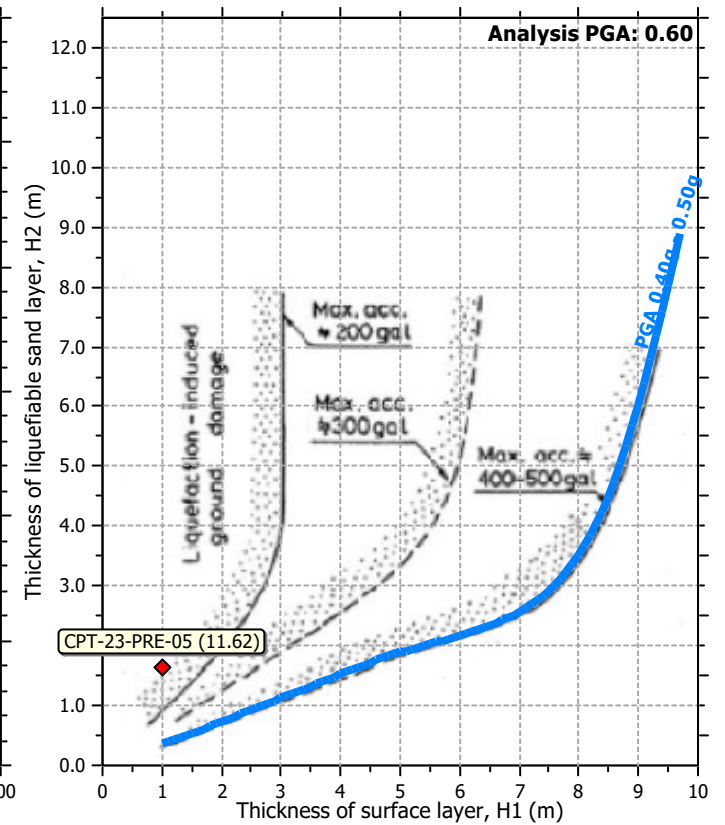
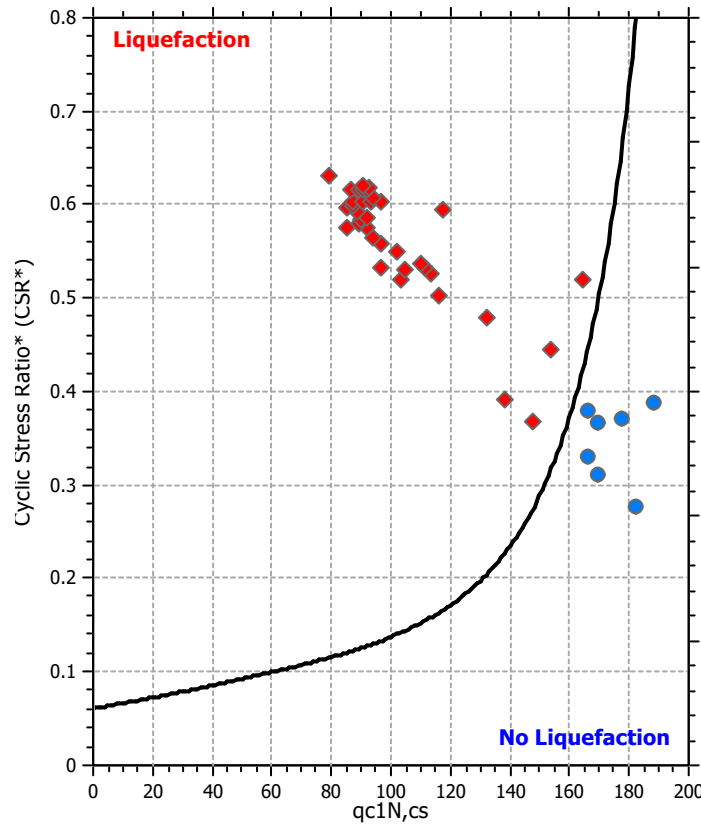
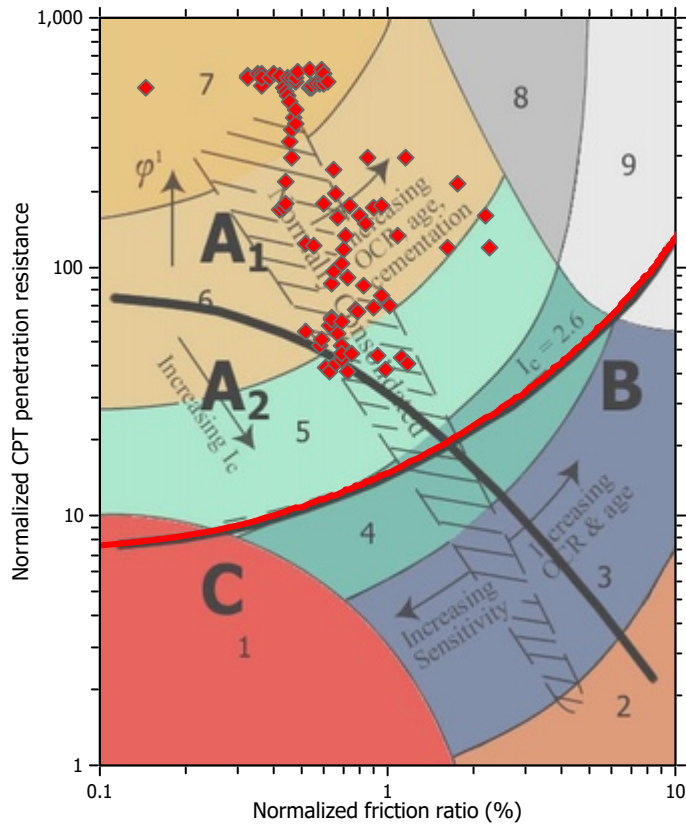
F.S. color scheme

- Almost certain it will liquefy
- Very likely to liquefy
- Liquefaction and no liq. are equally likely
- Unlike to liquefy
- Almost certain it will not liquefy

LPI color scheme

- Very high risk
- High risk
- Low risk

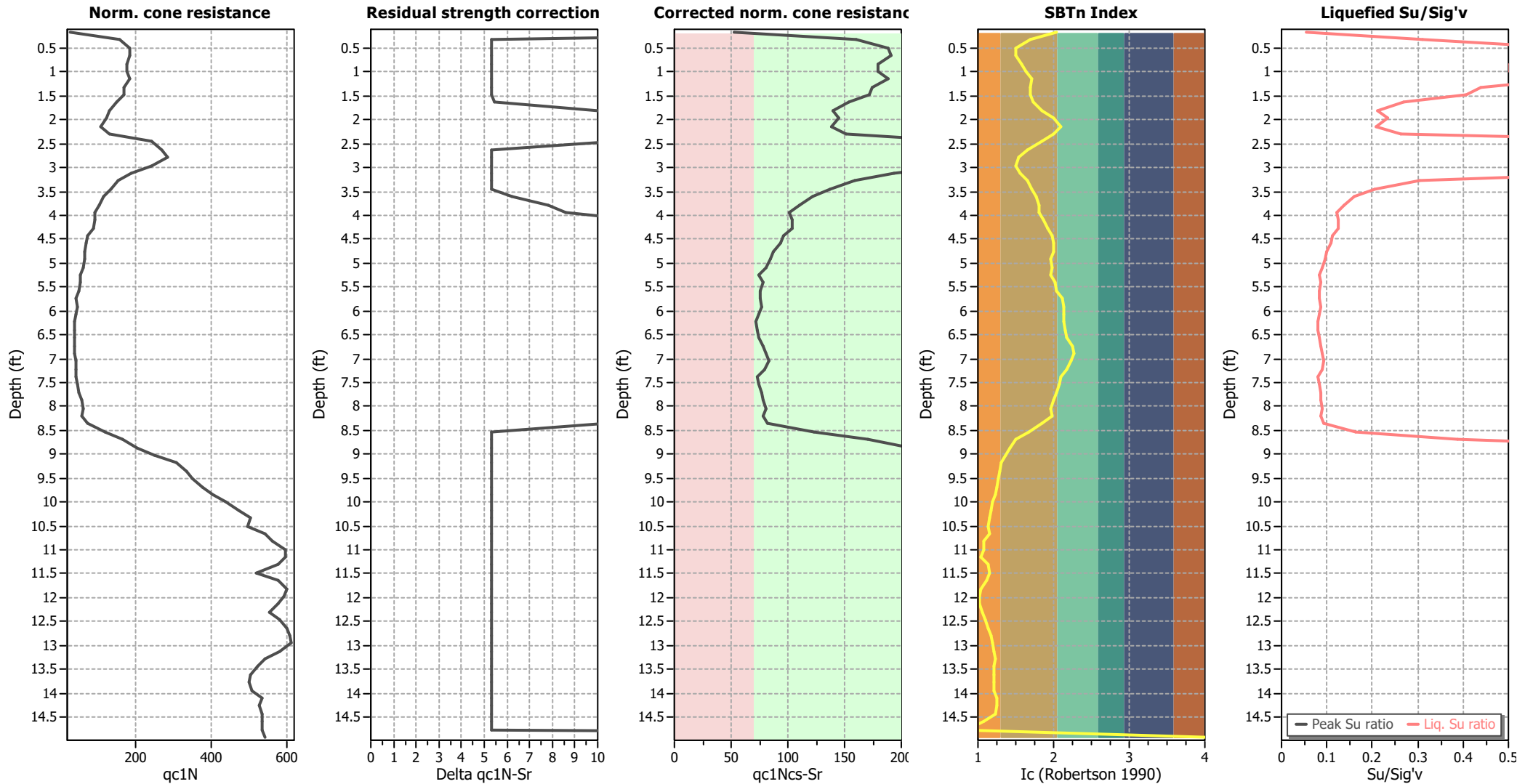
Liquefaction analysis summary plots



Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (erthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on I_c value	I_c cut-off value:	2.60	K_{ϕ} applied:	Yes
Earthquake magnitude M_w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

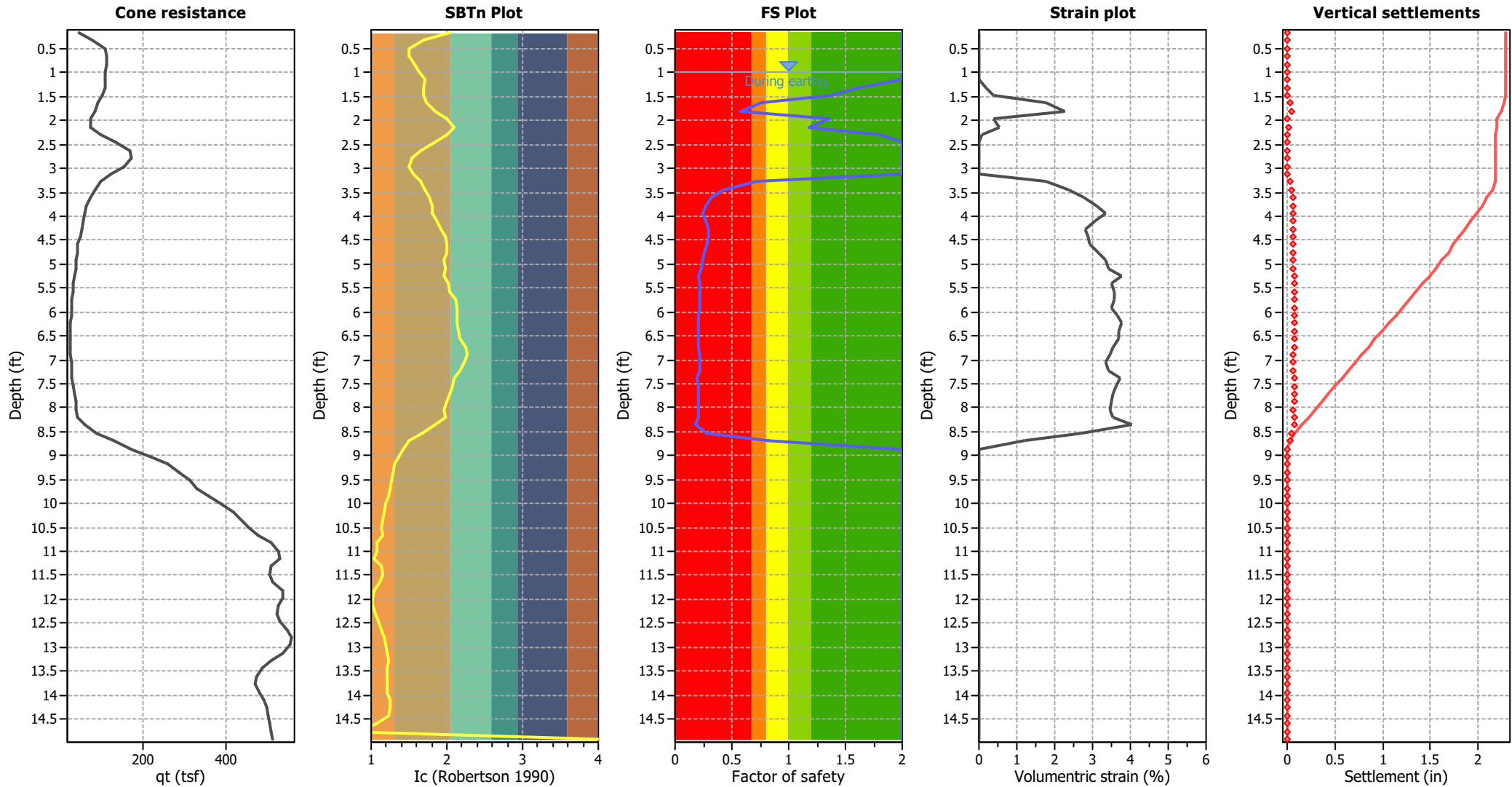
Check for strength loss plots (Idriss & Boulanger (2008))



Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (erthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on Ic value	Ic cut-off value:	2.60	K _σ applied:	Yes
Earthquake magnitude M _w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

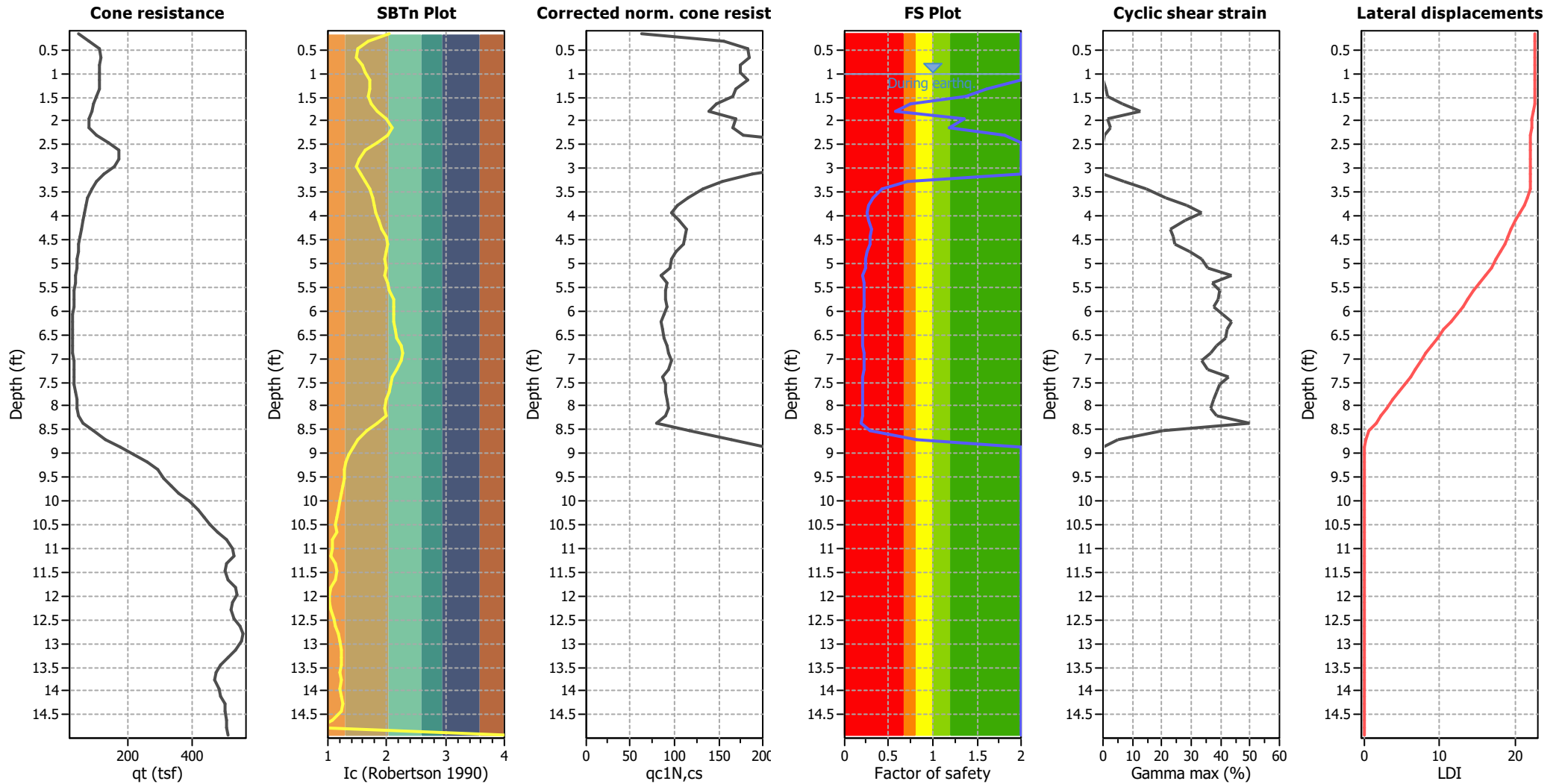
Estimation of post-earthquake settlements



Abbreviations

- q_c: Total cone resistance (cone resistance q_c corrected for pore water effects)
- I_c: Soil Behaviour Type Index
- FS: Calculated Factor of Safety against liquefaction
- Volumetric strain: Post-liquefaction volumetric strain

Estimation of post-earthquake lateral Displacements

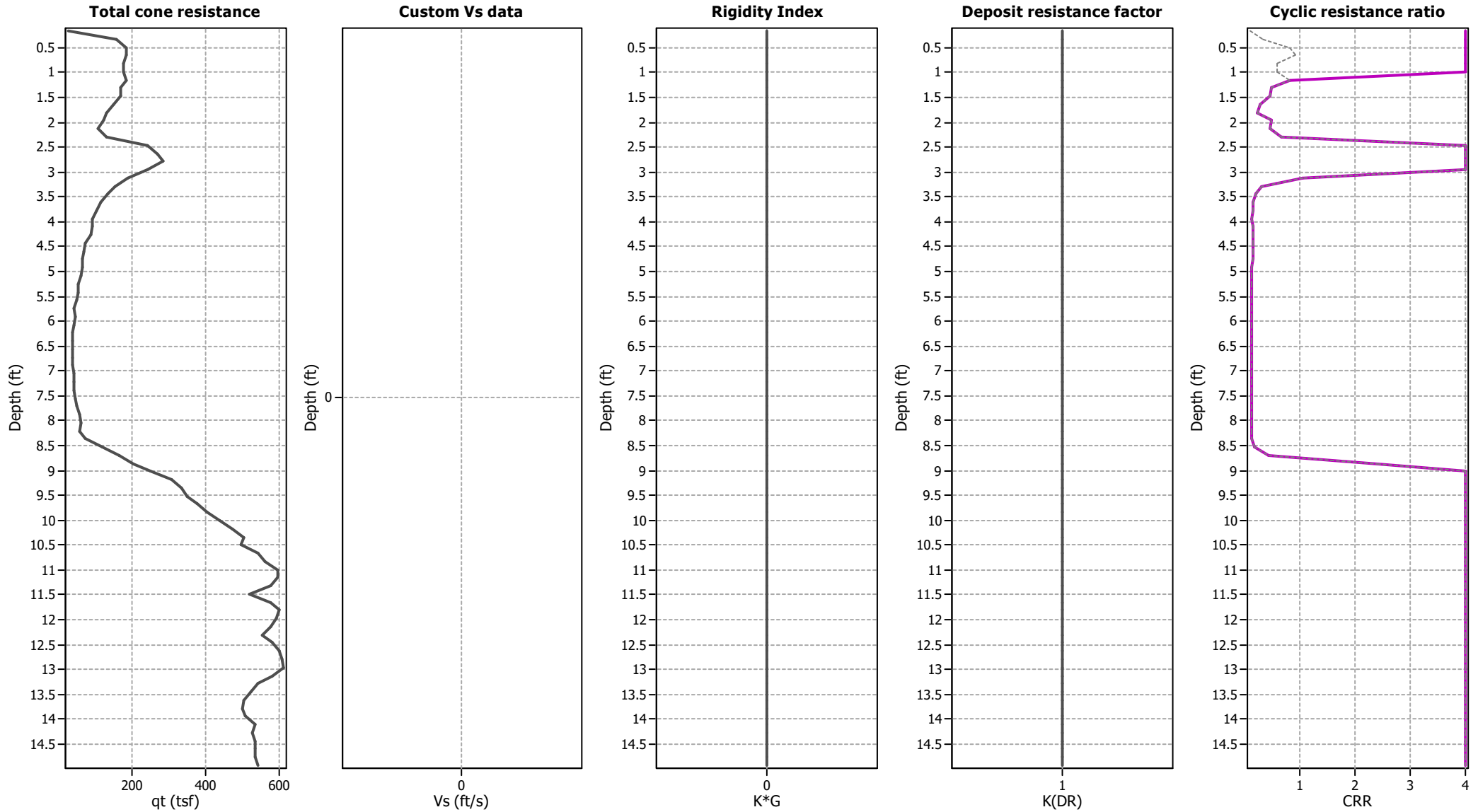


Abbreviations

qt: Total cone resistance (cone resistance q_c corrected for pore water effects)
 Ic: Soil Behaviour Type Index
 qc1N,cs: Equivalent clean sand normalized CPT total cone resistance

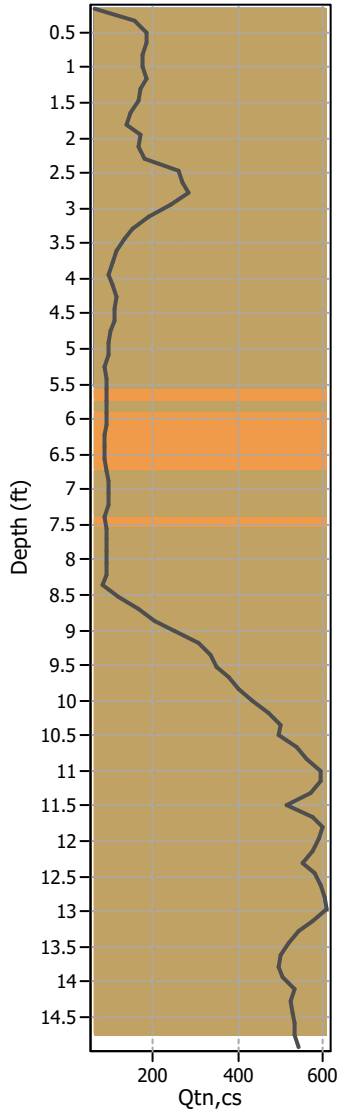
F.S.: Factor of safety
 γ_{max} : Maximum cyclic shear strain
 LDI: Lateral displacement index

Aging Calculation Estimation

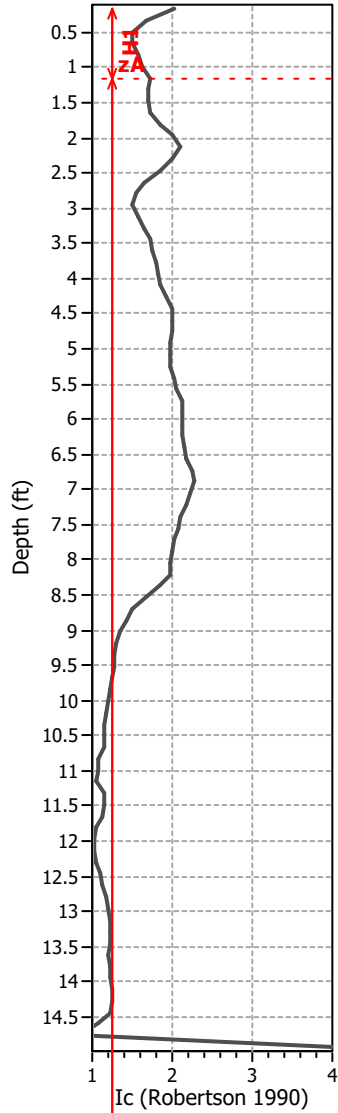


Ejecta Severity Estimation

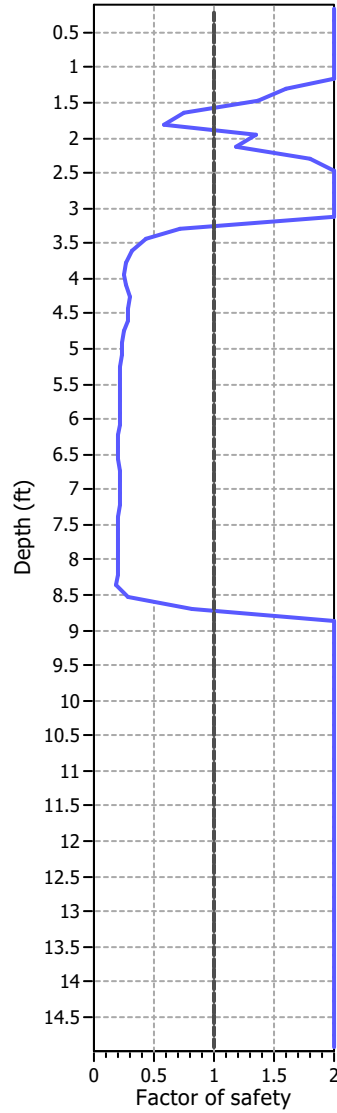
Corrected norm. cone resist:



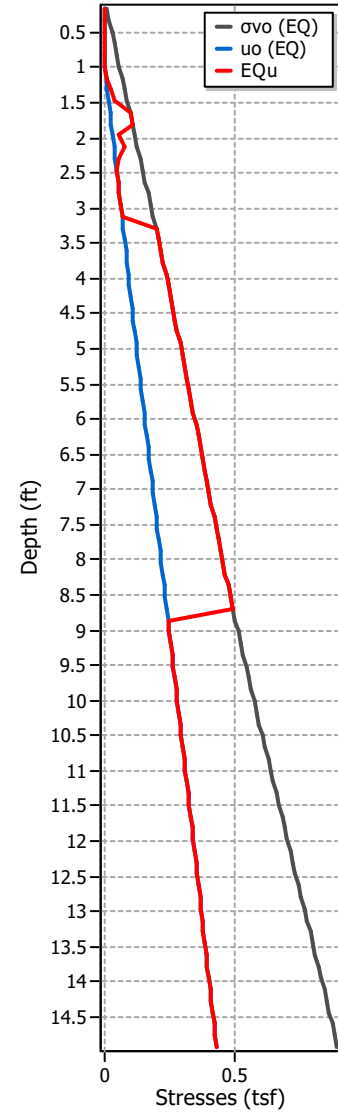
SBTn Index Plot



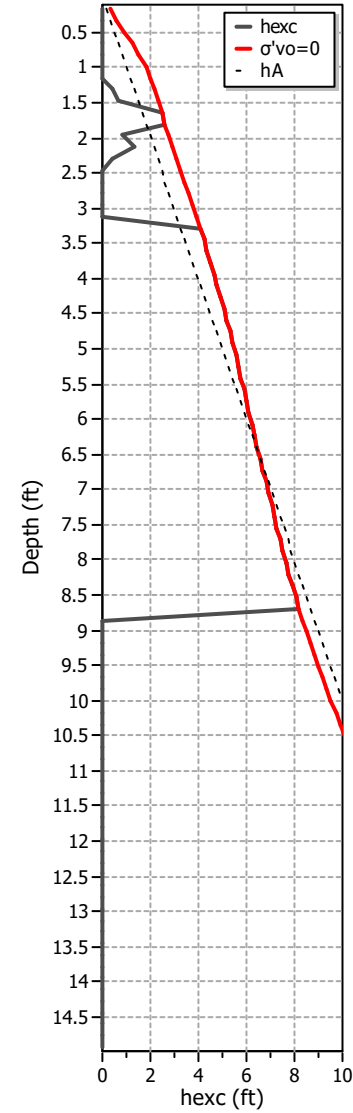
FS plot



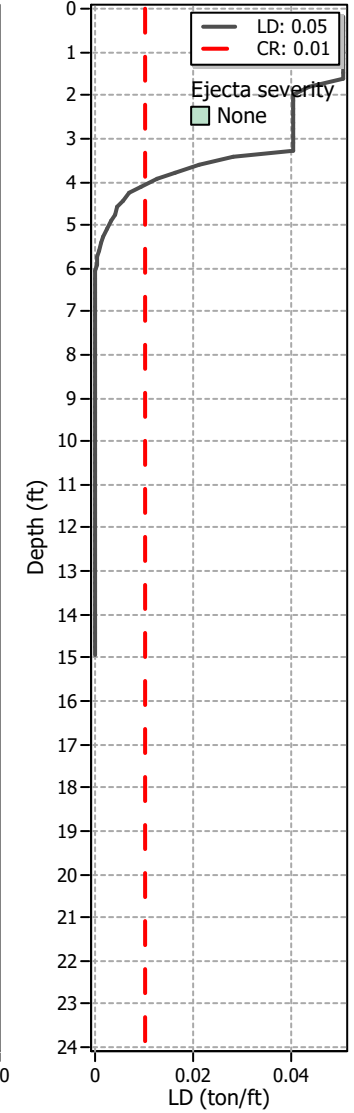
Stresses vs Depth



Excess Head



Liq. ejecta demand



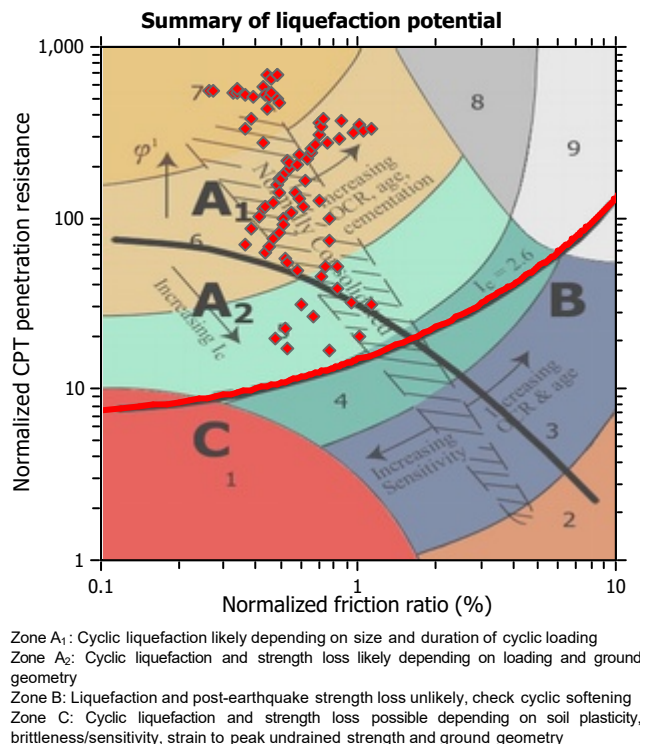
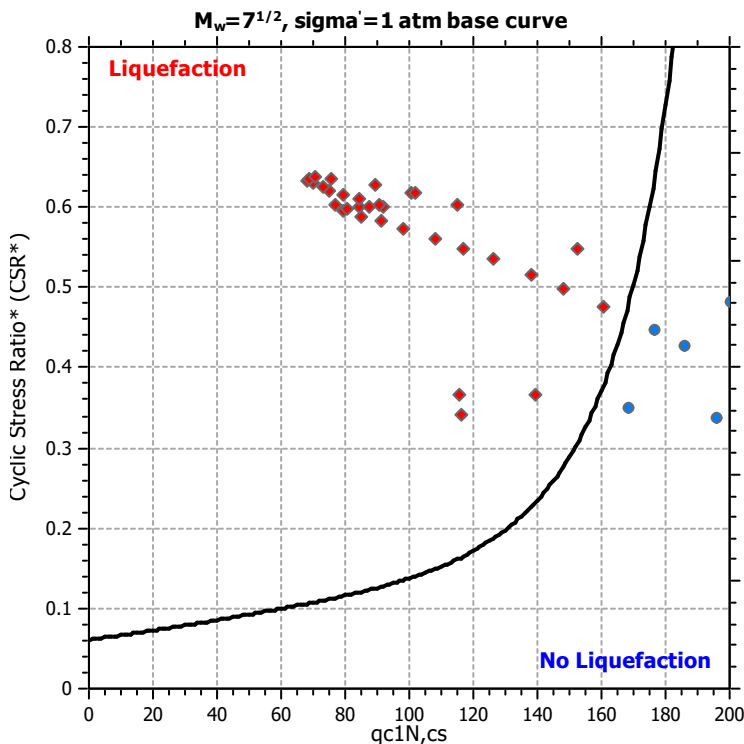
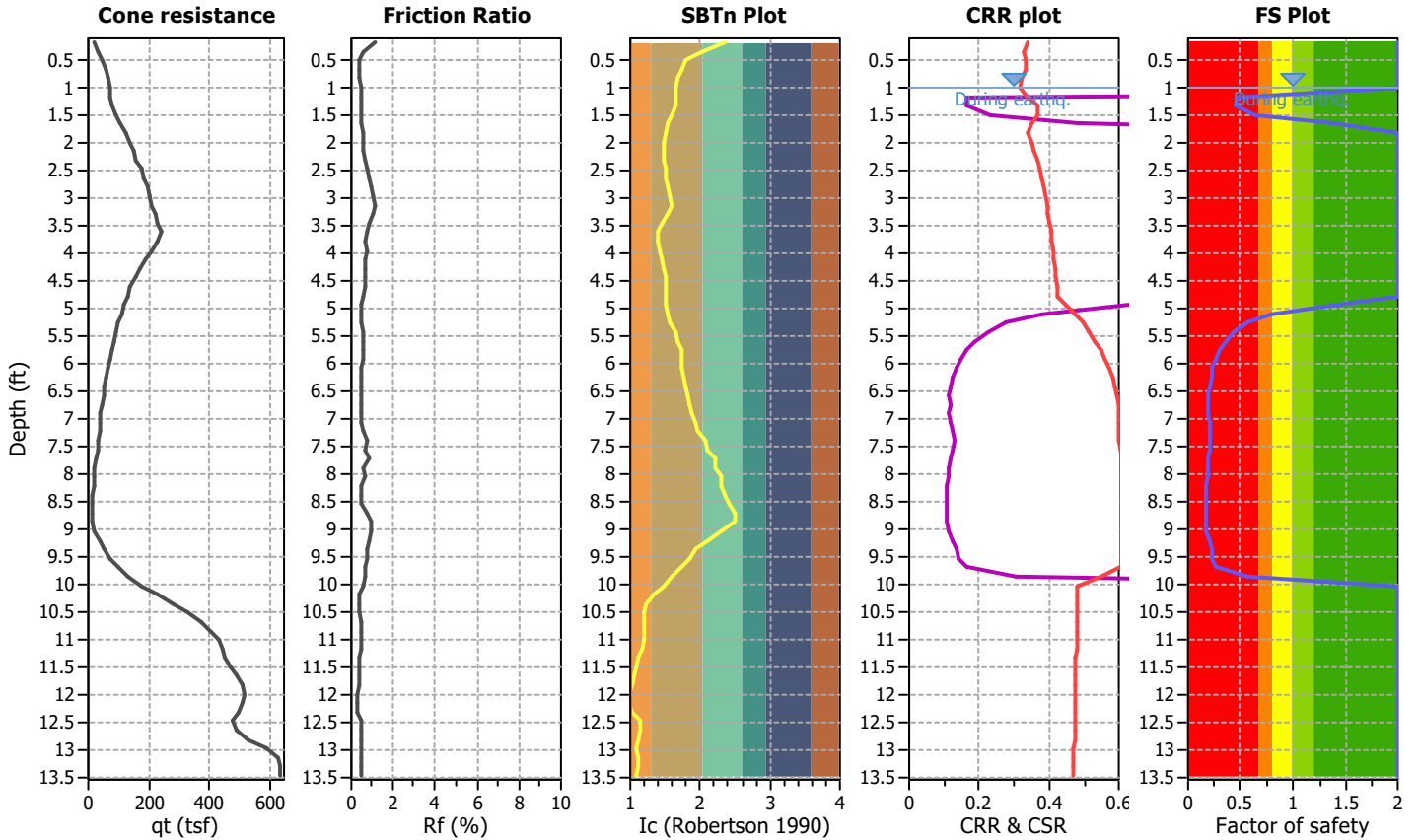
LIQUEFACTION ANALYSIS REPORT

Project title : Mono County Jail - Pre-RIC CPT Testing
CPT file : CPT-23-PRE-06

Location : Bridgeport, Mono County, CA

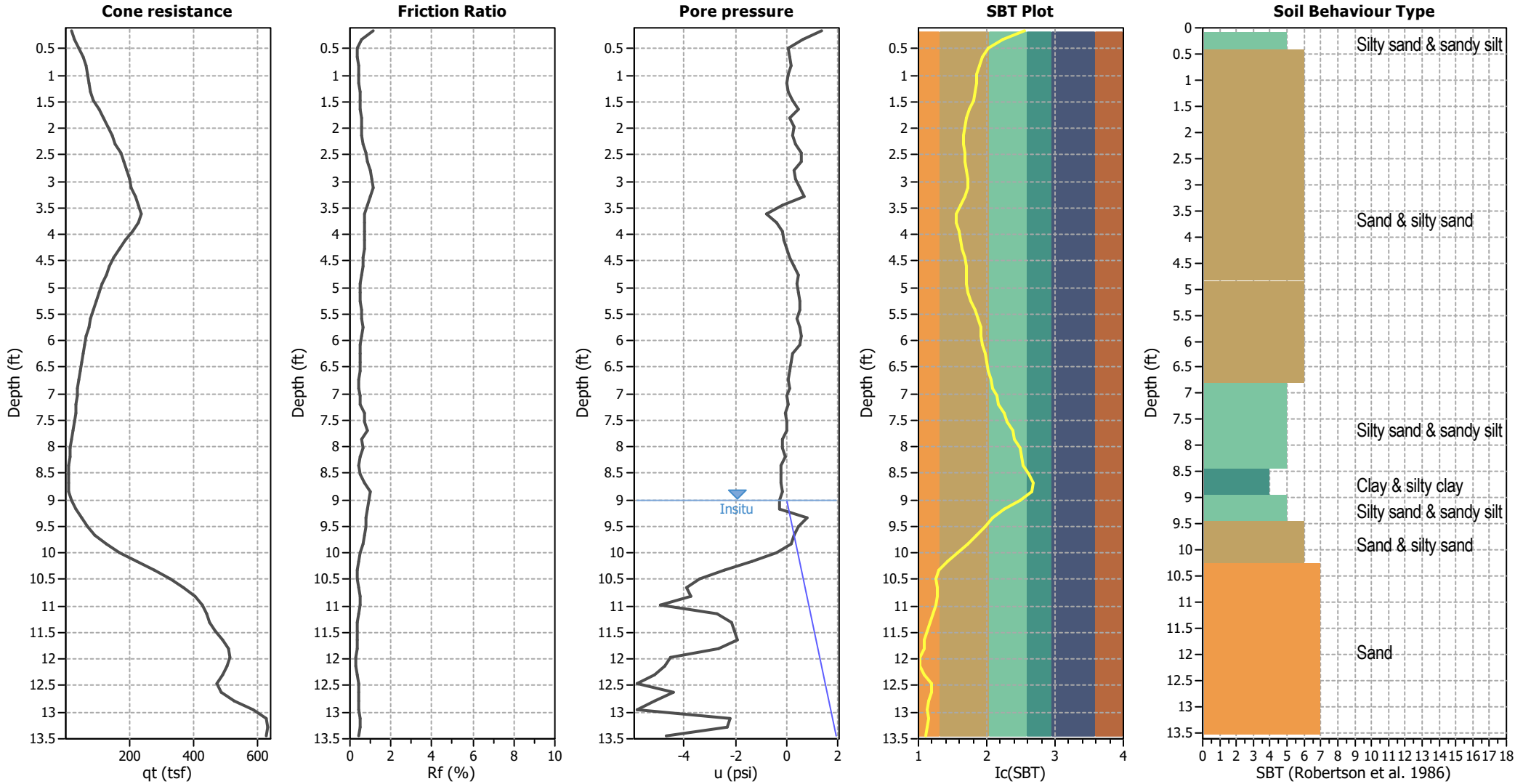
Input parameters and analysis data

Analysis method:	B&I (2014)	G.W.T. (in-situ):	9.00 ft	Use fill:	No	Clay like behavior applied:	Sands only
Fines correction method:	B&I (2014)	G.W.T. (earthq.):	1.00 ft	Fill height:	N/A	Limit depth applied:	No
Points to test:	Based on Ic value	Average results interval:	3	Fill weight:	N/A	Limit depth:	N/A
Earthquake magnitude M_w :	6.60	Ic cut-off value:	2.60	Trans. detect. applied:	Yes	MSF method:	Method based
Peak ground acceleration:	0.60	Unit weight calculation:	Based on SBT	K_σ applied:	Yes		



Zone A₁: Cyclic liquefaction likely depending on size and duration of cyclic loading
Zone A₂: Cyclic liquefaction and strength loss likely depending on loading and ground geometry
Zone B: Liquefaction and post-earthquake strength loss unlikely, check cyclic softening
Zone C: Cyclic liquefaction and strength loss possible depending on soil plasticity, brittleness/sensitivity, strain to peak undrained strength and ground geometry

CPT basic interpretation plots



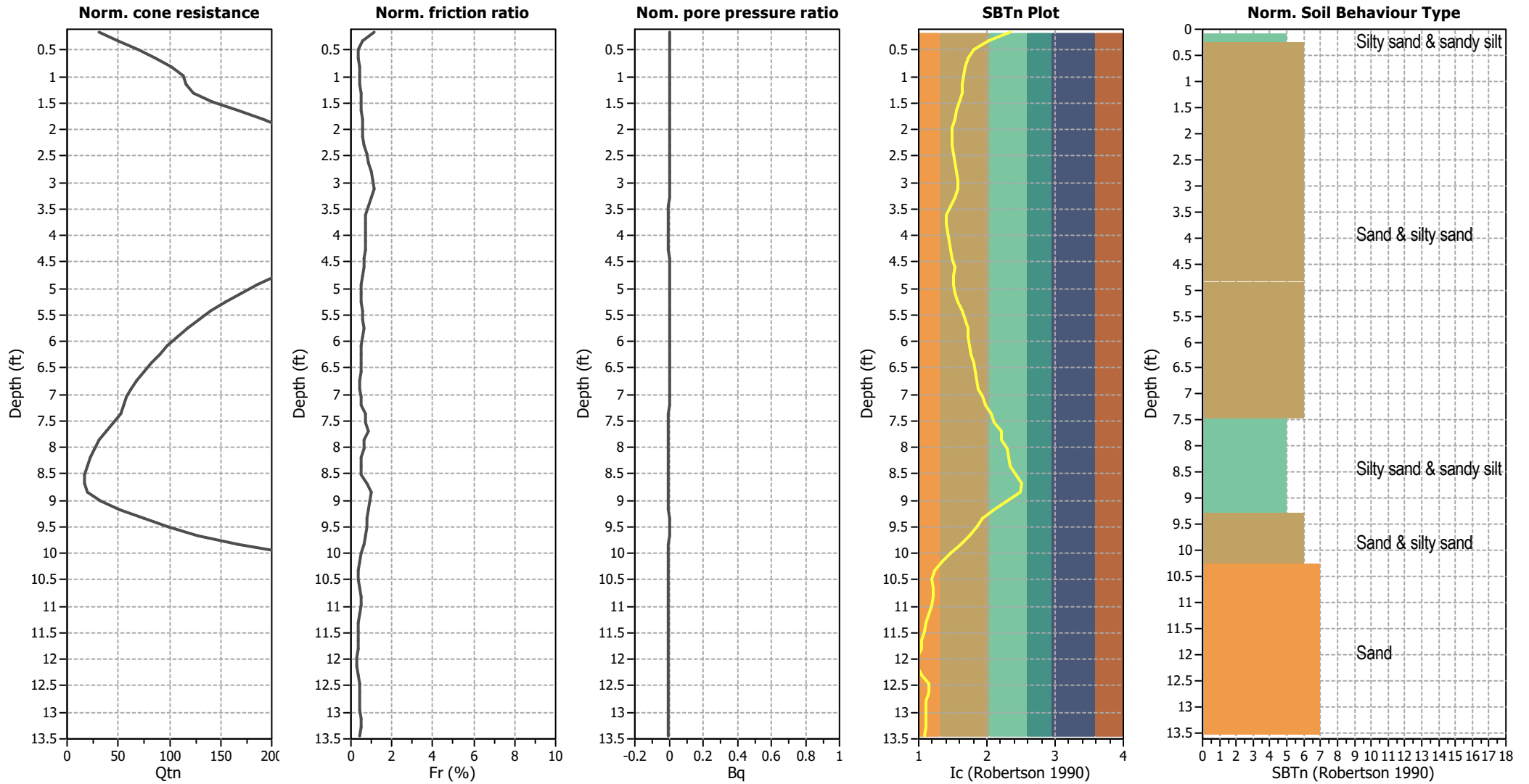
Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (erthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on Ic value	Ic cut-off value:	2.60	K _o applied:	Yes
Earthquake magnitude M _w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

SBT legend

1. Sensitive fine grained	4. Clayey silt to silty	7. Gravely sand to sand
2. Organic material	5. Silty sand to sandy silt	8. Very stiff sand to
3. Clay to silty clay	6. Clean sand to silty sand	9. Very stiff fine grained

CPT basic interpretation plots (normalized)



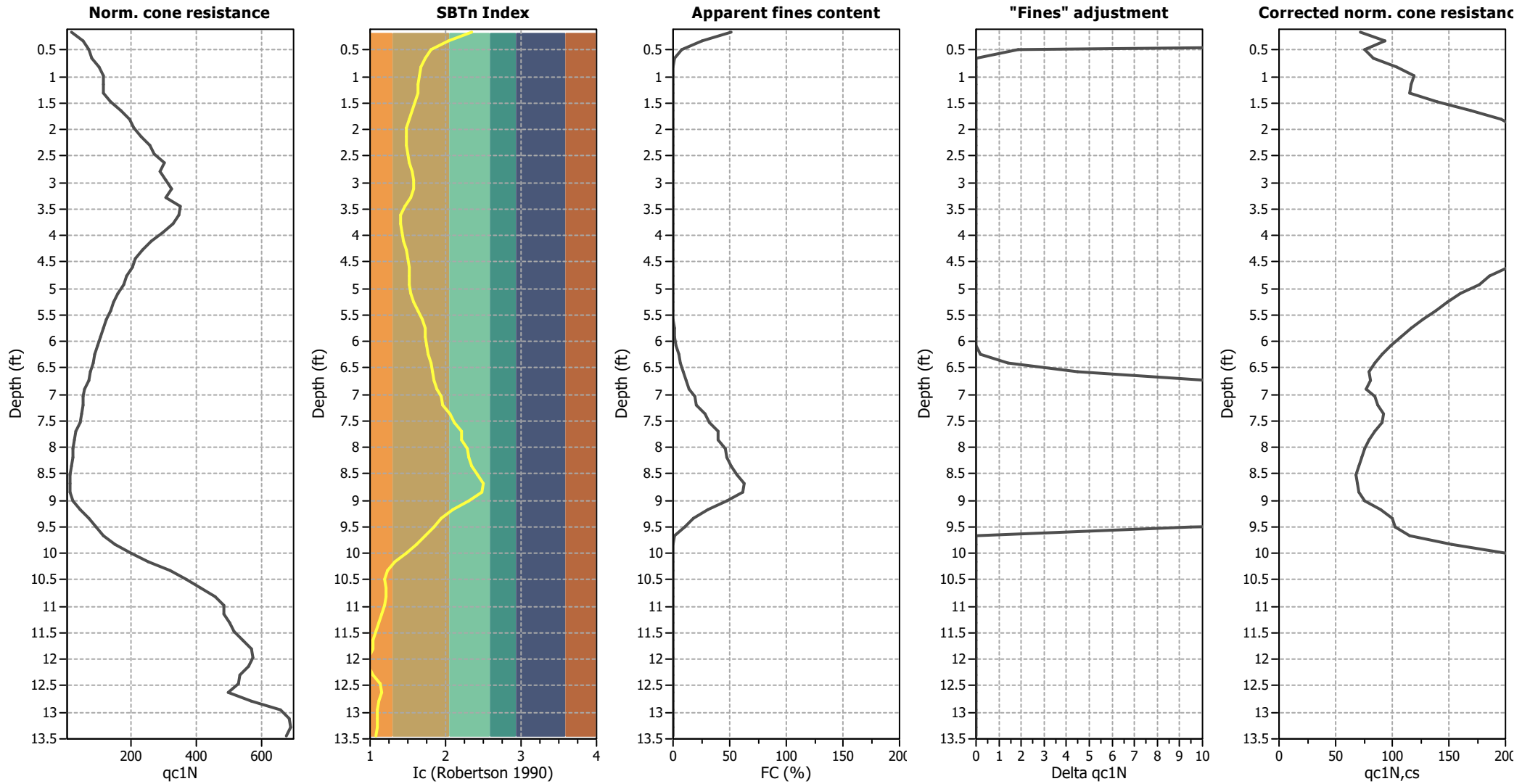
Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (erthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on Ic value	Ic cut-off value:	2.60	K_v applied:	Yes
Earthquake magnitude M_w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

SBTn legend

1. Sensitive fine grained	4. Clayey silt to silty	7. Gravely sand to sand
2. Organic material	5. Silty sand to sandy silt	8. Very stiff sand to
3. Clay to silty clay	6. Clean sand to silty sand	9. Very stiff fine grained

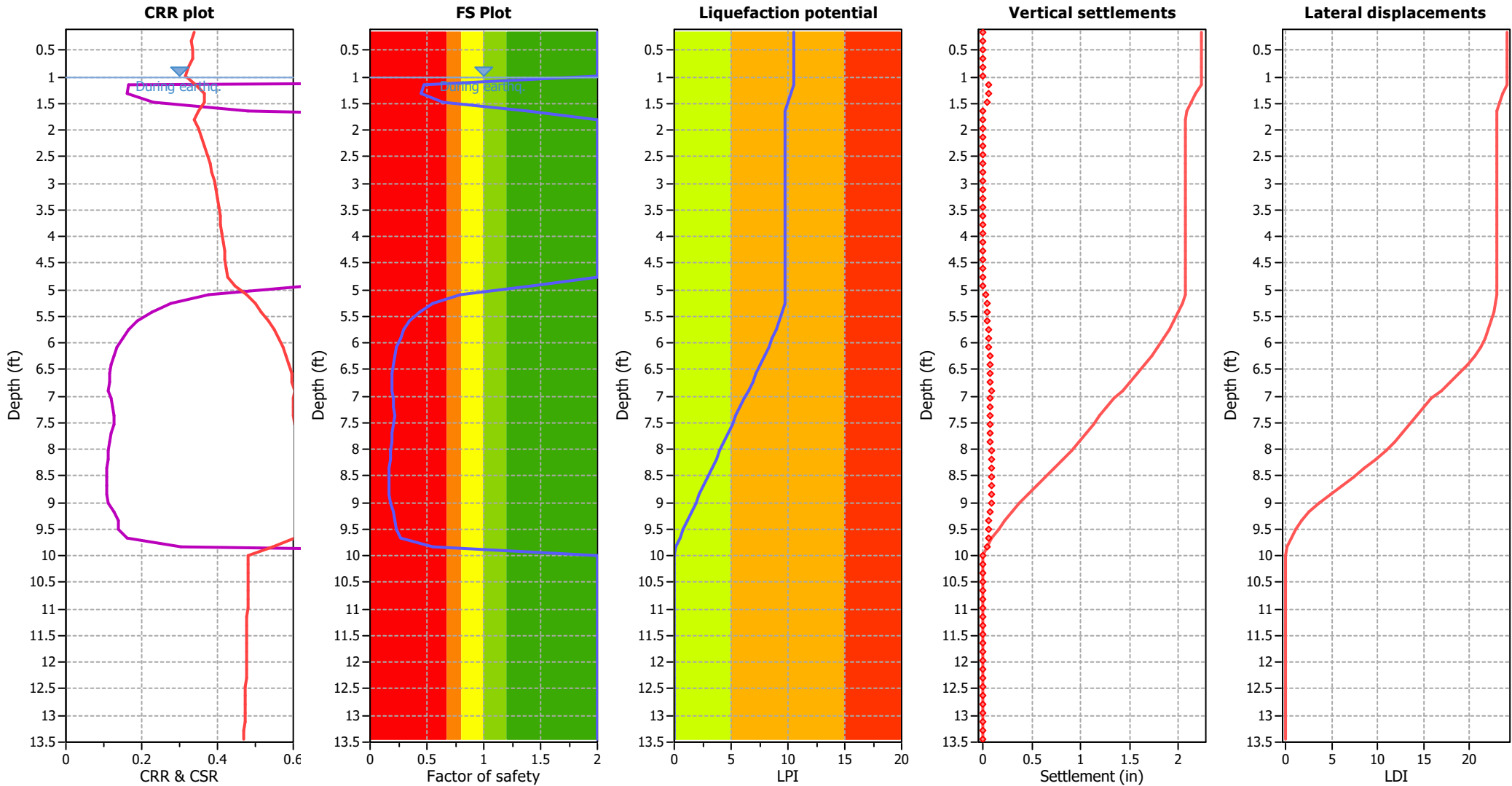
Liquefaction analysis overall plots (intermediate results)



Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (erthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on Ic value	Ic cut-off value:	2.60	K _σ applied:	Yes
Earthquake magnitude M _w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

Liquefaction analysis overall plots



Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (erthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on Ic value	Ic cut-off value:	2.60	K_0 applied:	Yes
Earthquake magnitude M_w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

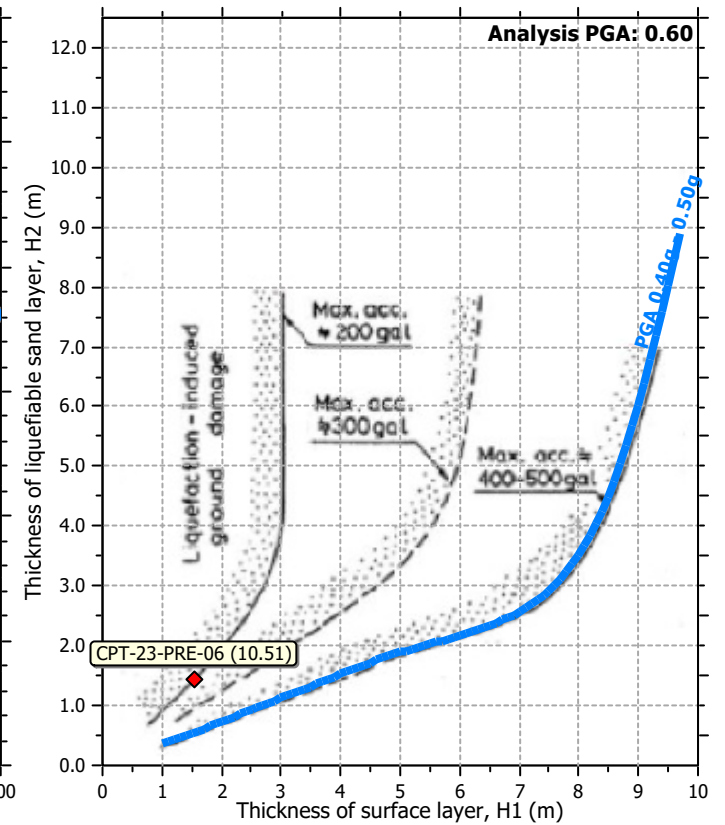
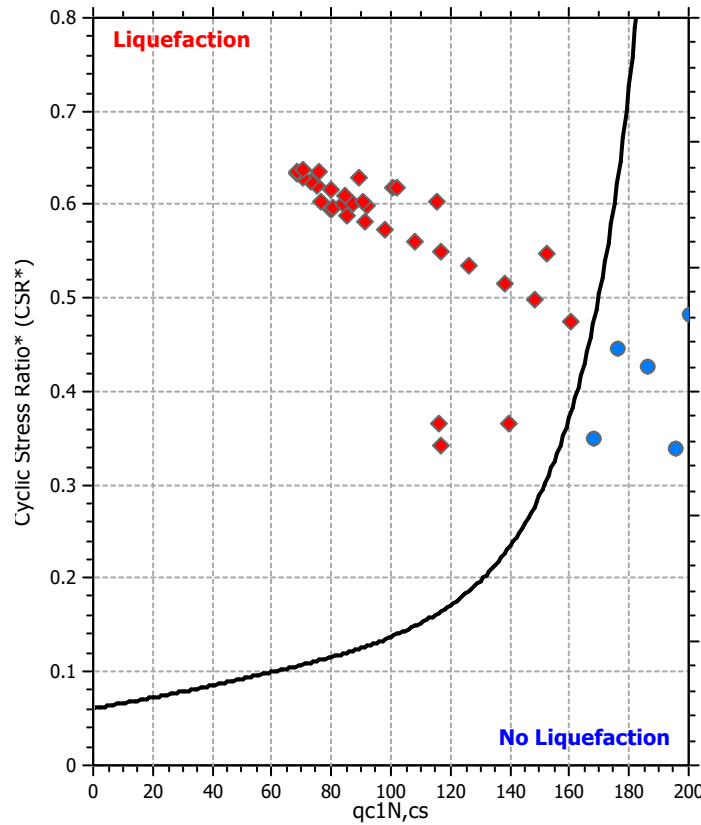
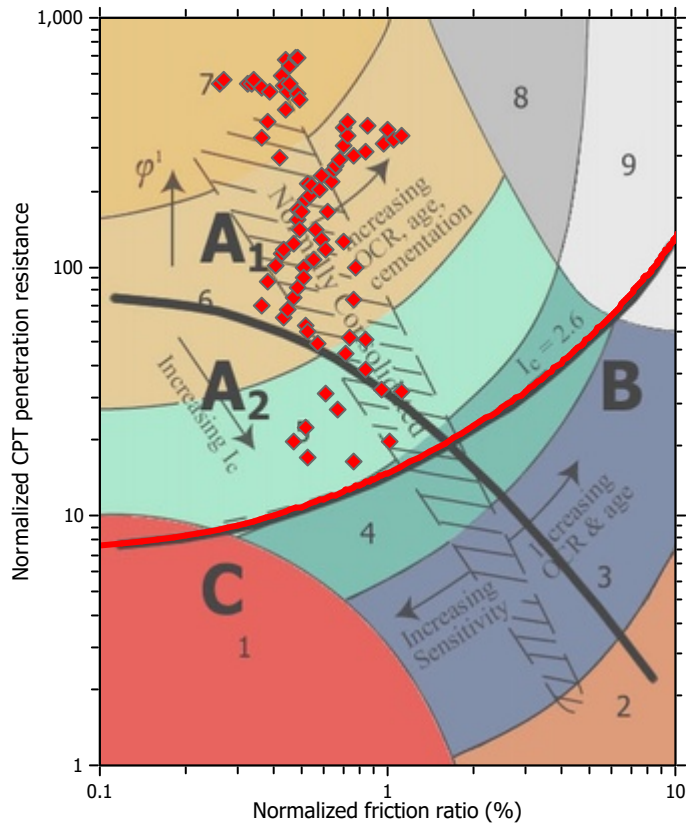
F.S. color scheme

- Almost certain it will liquefy
- Very likely to liquefy
- Liquefaction and no liq. are equally likely
- Unlike to liquefy
- Almost certain it will not liquefy

LPI color scheme

- Very high risk
- High risk
- Low risk

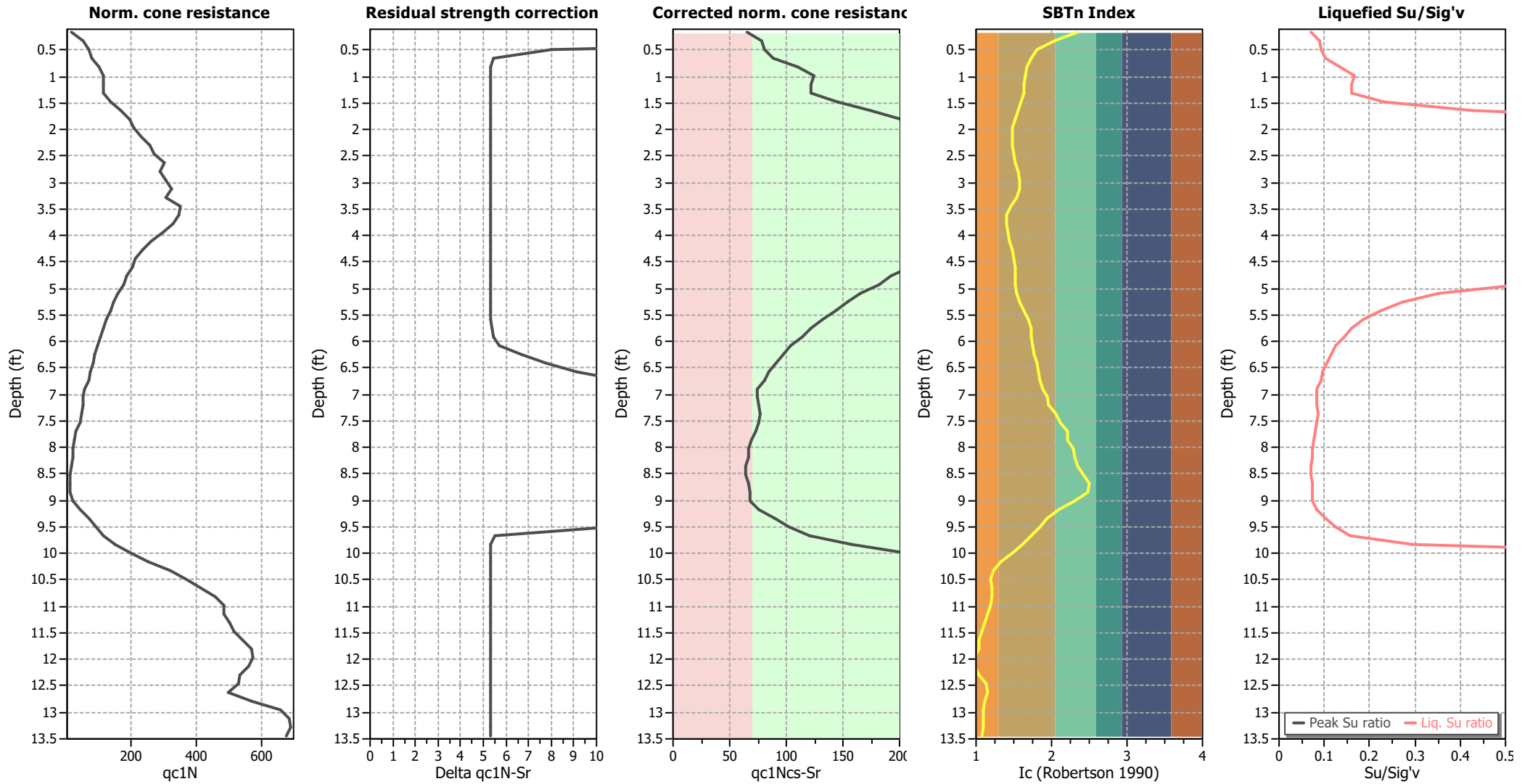
Liquefaction analysis summary plots



Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (erthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on I_c value	I_c cut-off value:	2.60	K_{ϕ} applied:	Yes
Earthquake magnitude M_w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

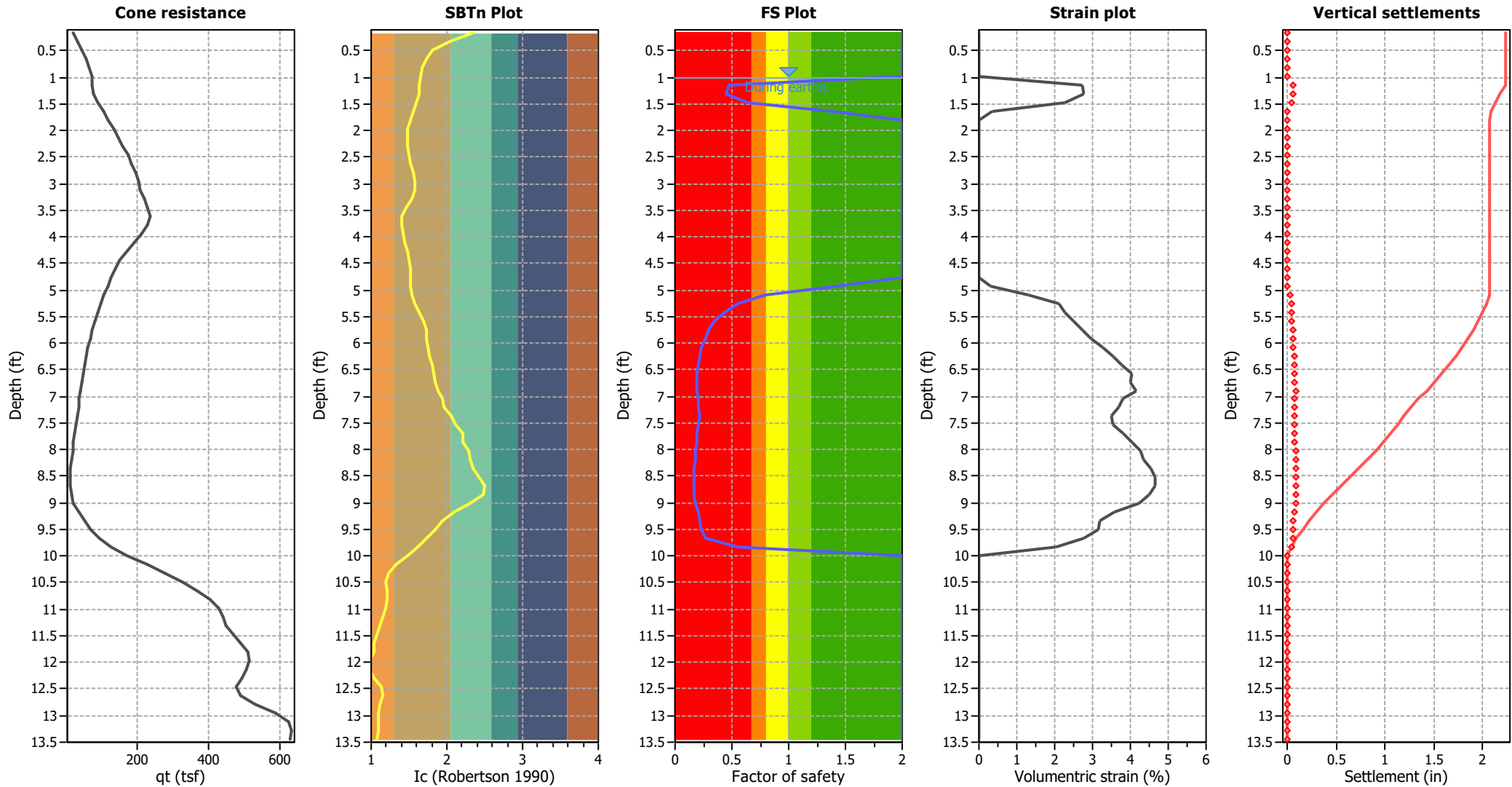
Check for strength loss plots (Idriss & Boulanger (2008))



Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (earthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on Ic value	Ic cut-off value:	2.60	K _σ applied:	Yes
Earthquake magnitude M _w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

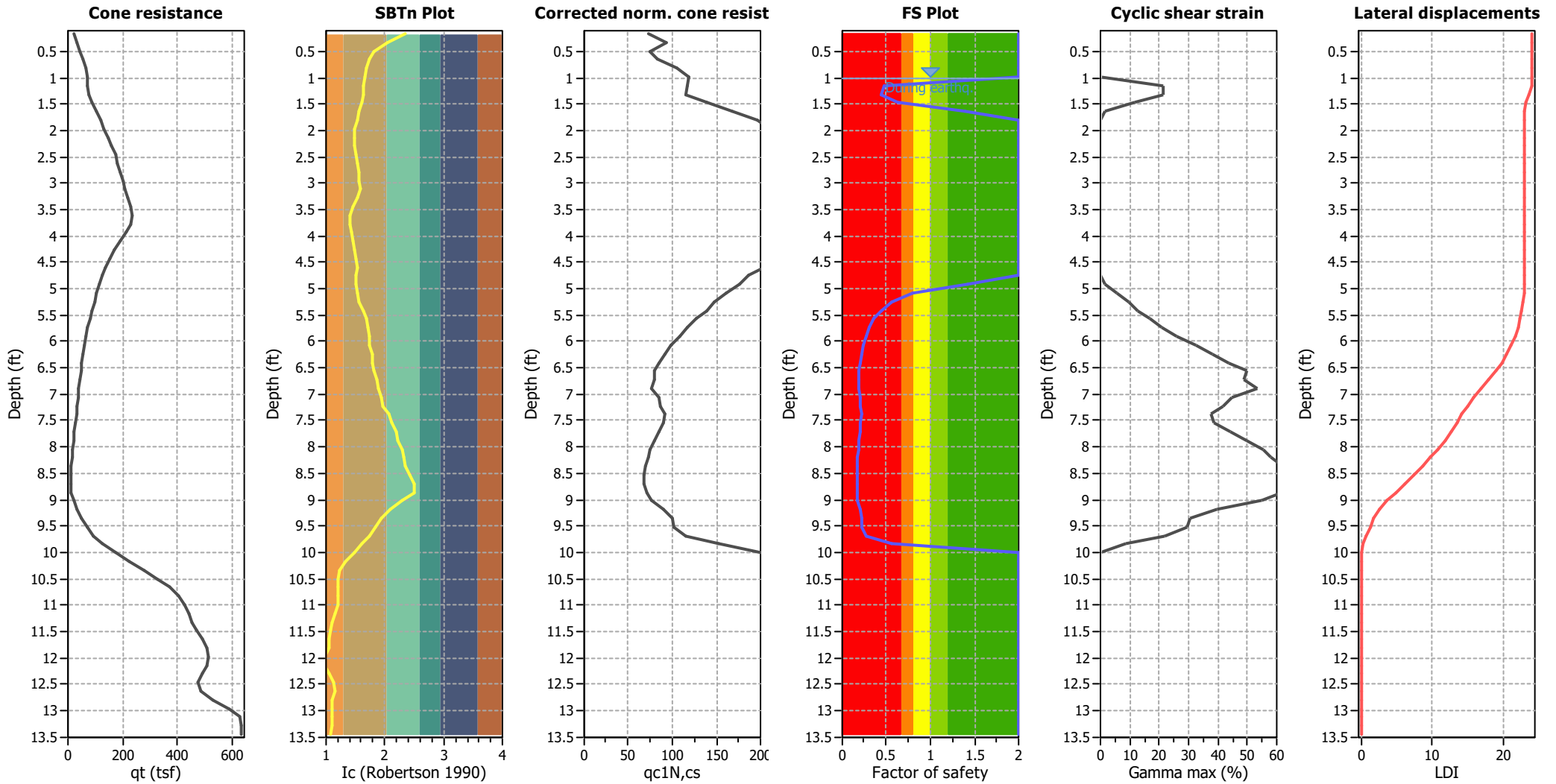
Estimation of post-earthquake settlements



Abbreviations

- q_c: Total cone resistance (cone resistance q_c corrected for pore water effects)
- I_c: Soil Behaviour Type Index
- FS: Calculated Factor of Safety against liquefaction
- Volumetric strain: Post-liquefaction volumetric strain

Estimation of post-earthquake lateral Displacements

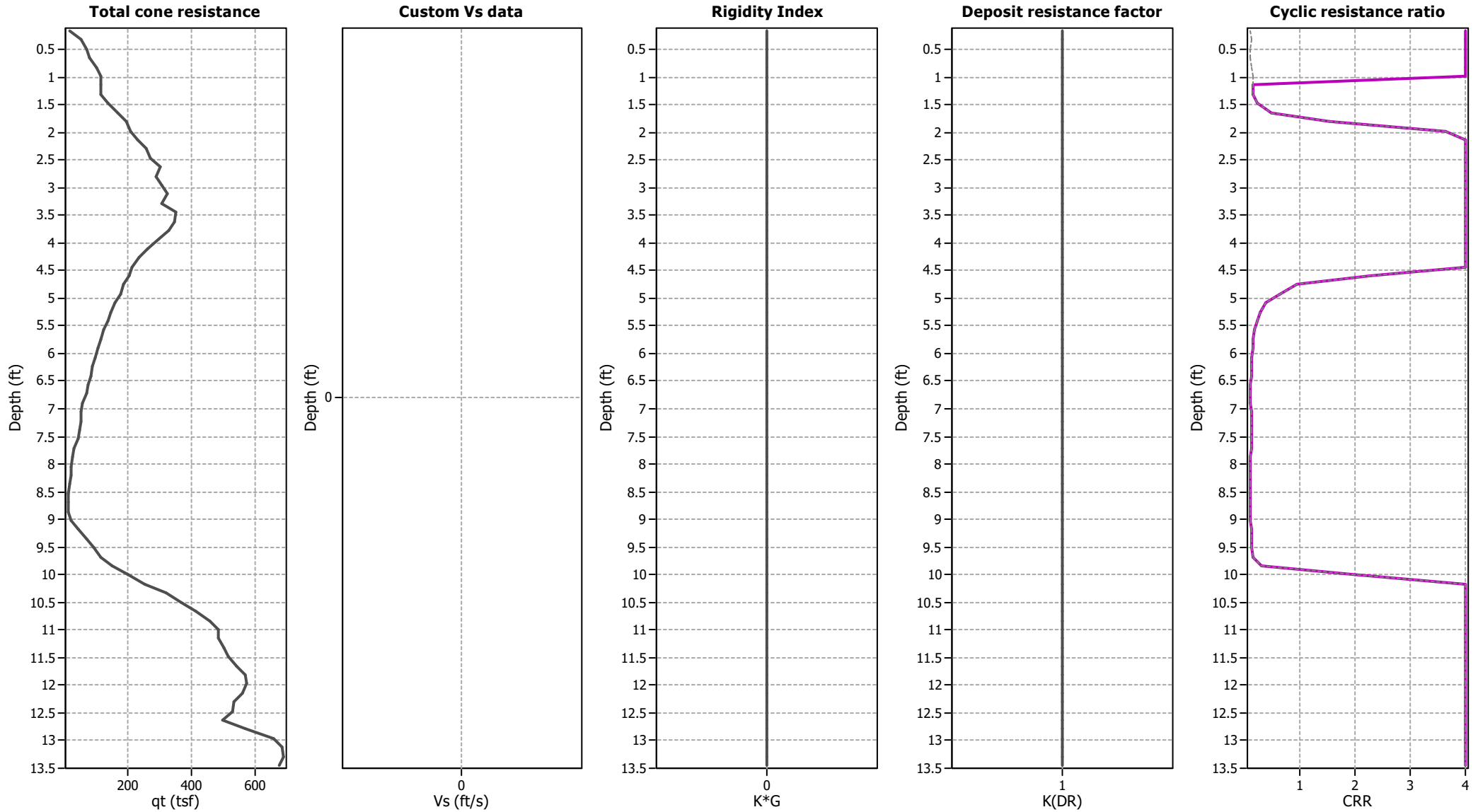


Abbreviations

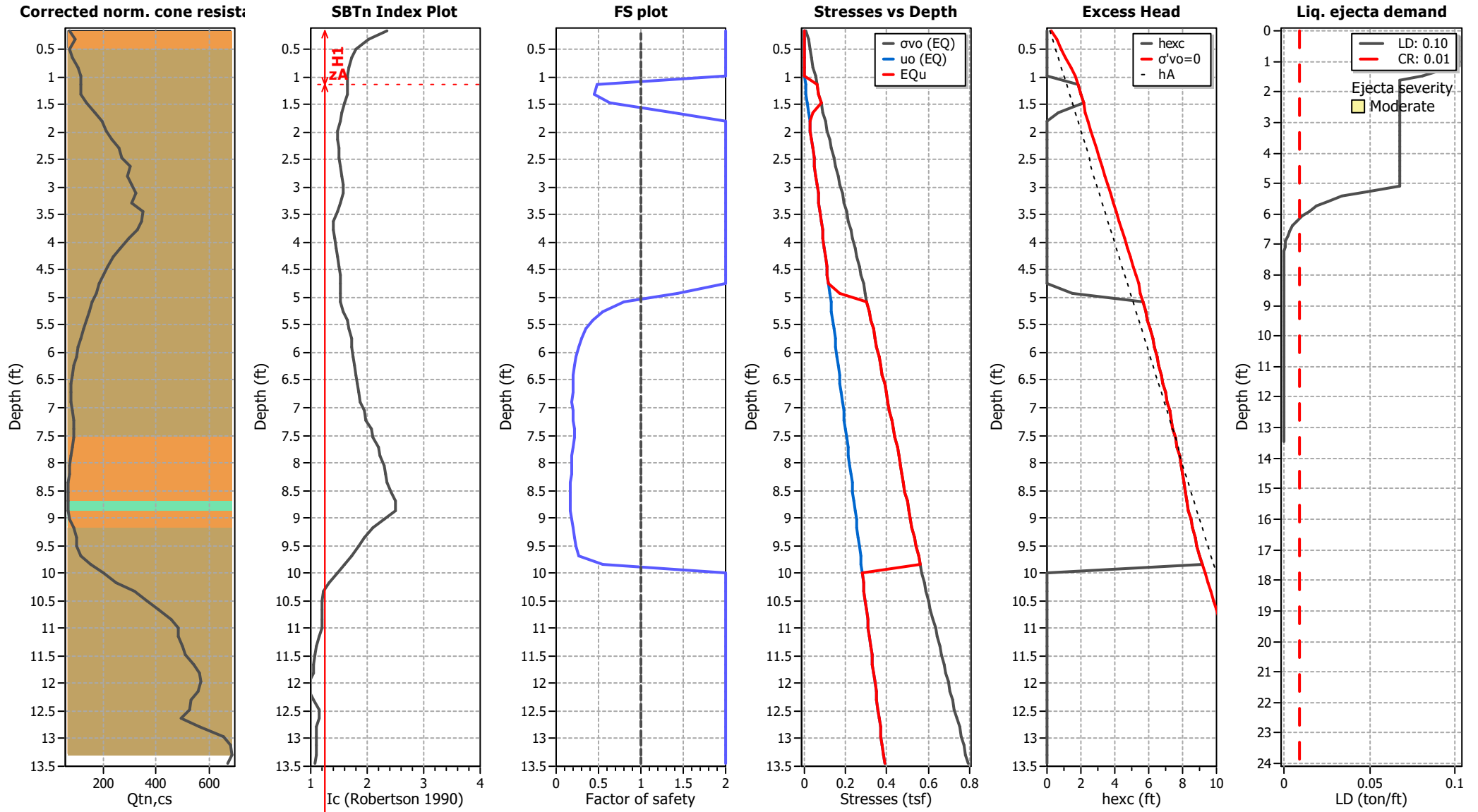
q_t : Total cone resistance (cone resistance q_c corrected for pore water effects)
 I_c : Soil Behaviour Type Index
 $q_{c1N,cs}$: Equivalent clean sand normalized CPT total cone resistance

F.S.: Factor of safety
 γ_{max} : Maximum cyclic shear strain
 LDI: Lateral displacement index

Aging Calculation Estimation



Ejecta Severity Estimation



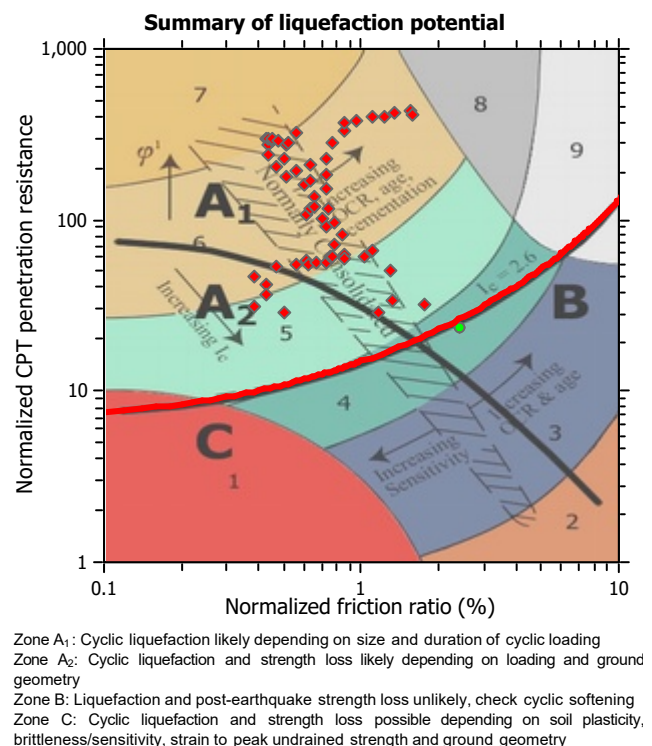
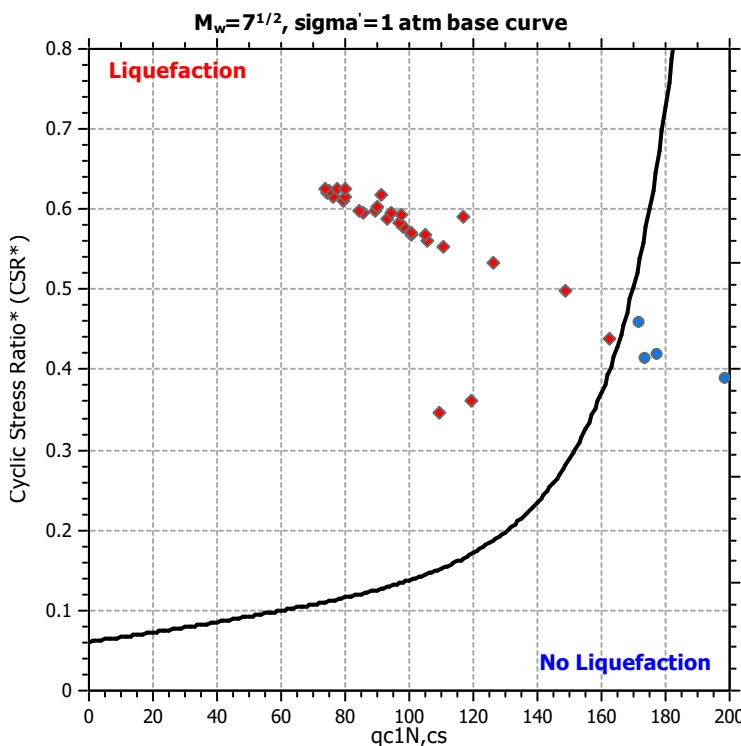
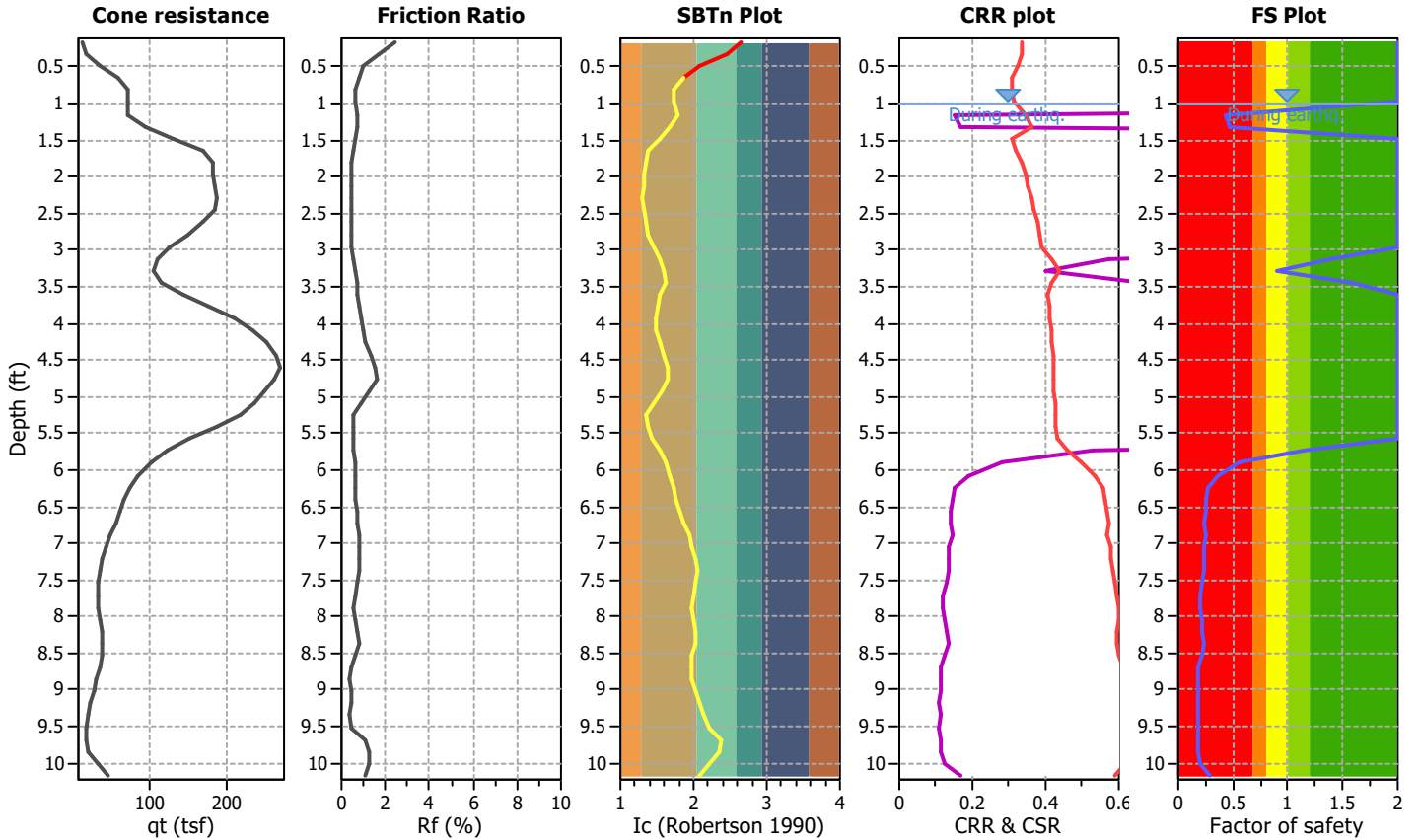
LIQUEFACTION ANALYSIS REPORT

Project title : Mono County Jail - Pre-RIC CPT Testing
CPT file : CPT-23-PRE-07

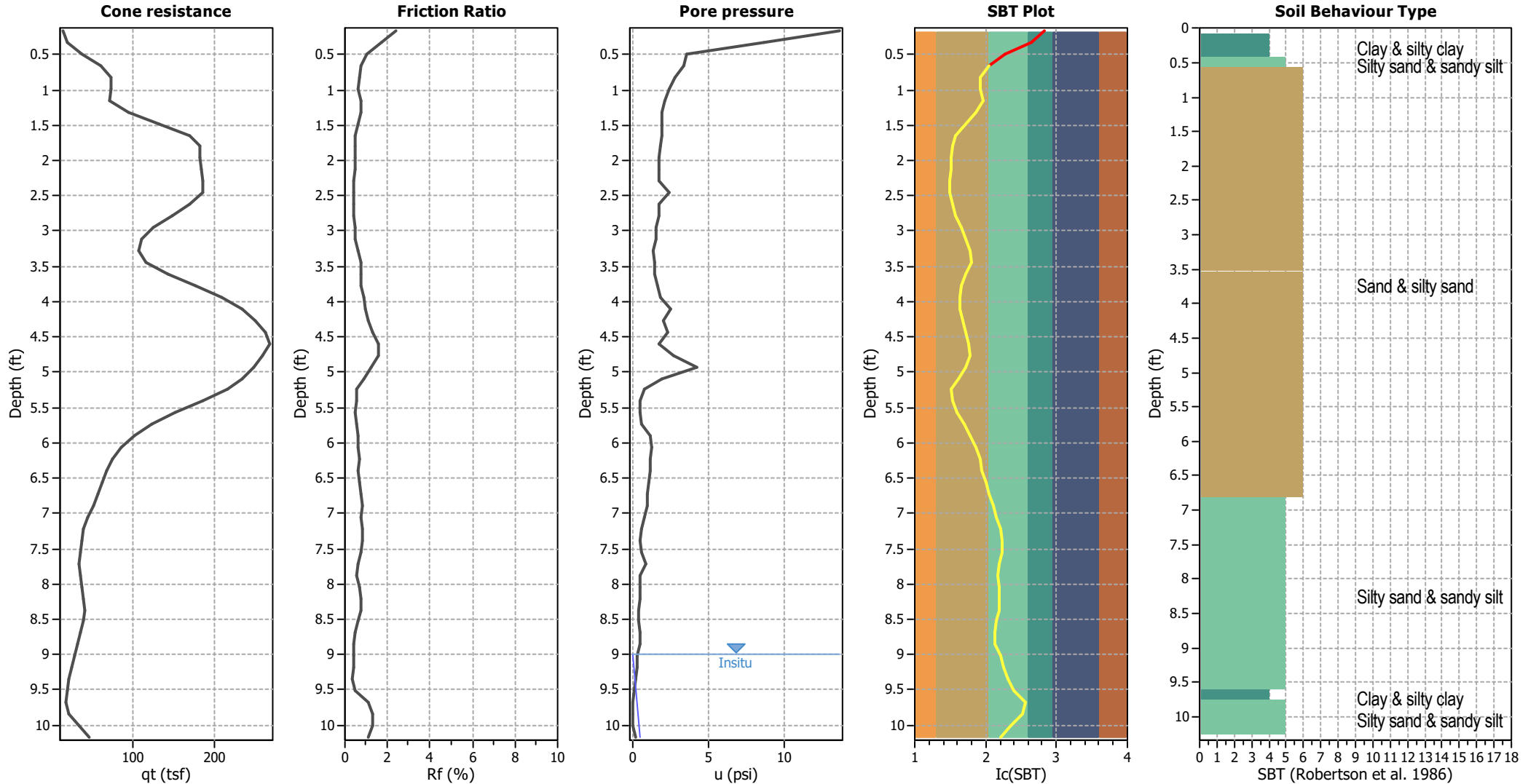
Location : Bridgeport, Mono County, CA

Input parameters and analysis data

Analysis method:	B&I (2014)	G.W.T. (in-situ):	9.00 ft	Use fill:	No	Clay like behavior applied:	Sands only
Fines correction method:	B&I (2014)	G.W.T. (earthq.):	1.00 ft	Fill height:	N/A	Limit depth applied:	No
Points to test:	Based on Ic value	Average results interval:	3	Fill weight:	N/A	Limit depth:	N/A
Earthquake magnitude M_w :	6.60	Ic cut-off value:	2.60	Trans. detect. applied:	Yes	MSF method:	Method based
Peak ground acceleration:	0.60	Unit weight calculation:	Based on SBT	K_σ applied:	Yes		



CPT basic interpretation plots



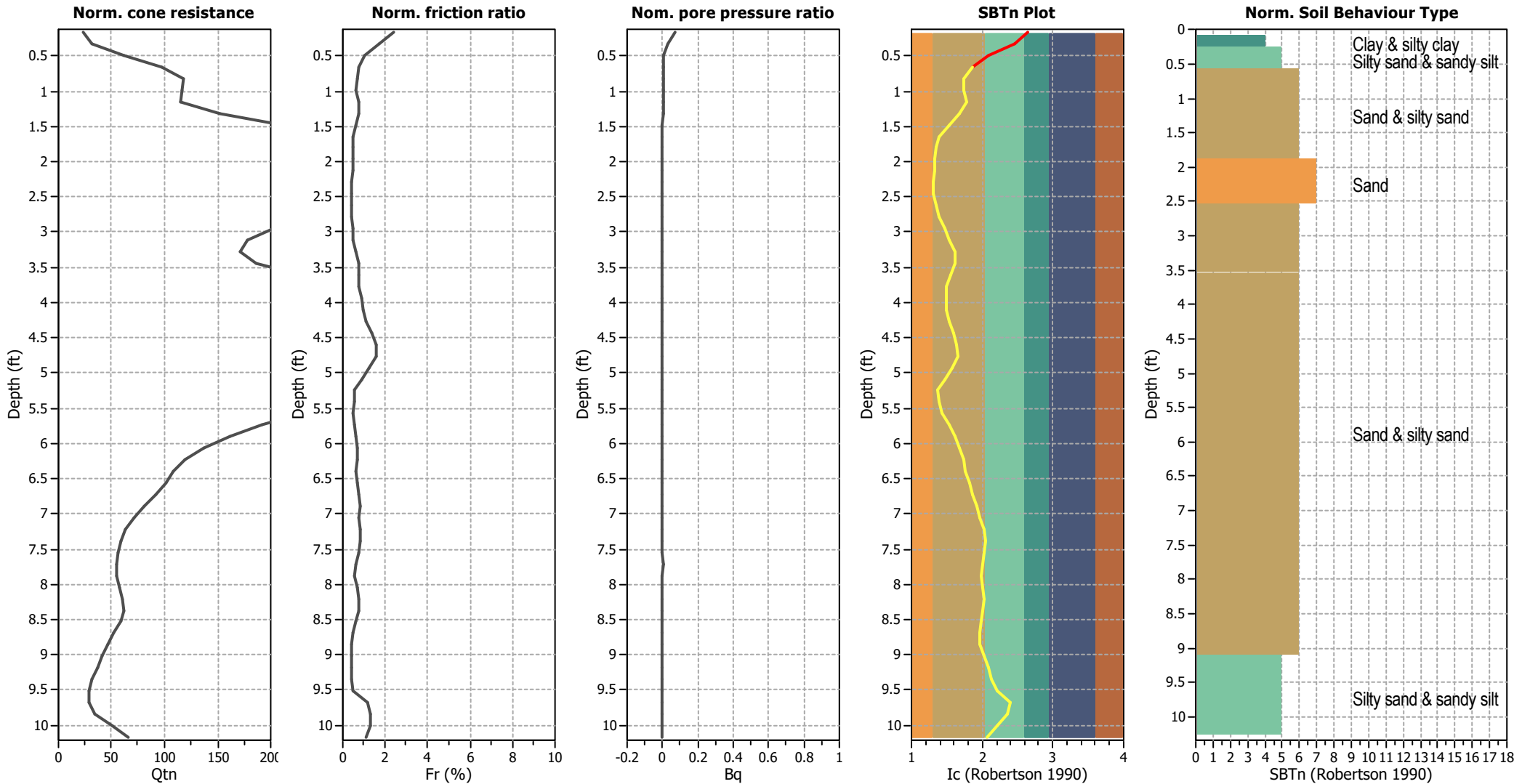
Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (erthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on Ic value	Ic cut-off value:	2.60	K_v applied:	Yes
Earthquake magnitude M_w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

SBT legend

1. Sensitive fine grained	4. Clayey silt to silty	7. Gravely sand to sand
2. Organic material	5. Silty sand to sandy silt	8. Very stiff sand to
3. Clay to silty clay	6. Clean sand to silty sand	9. Very stiff fine grained

CPT basic interpretation plots (normalized)



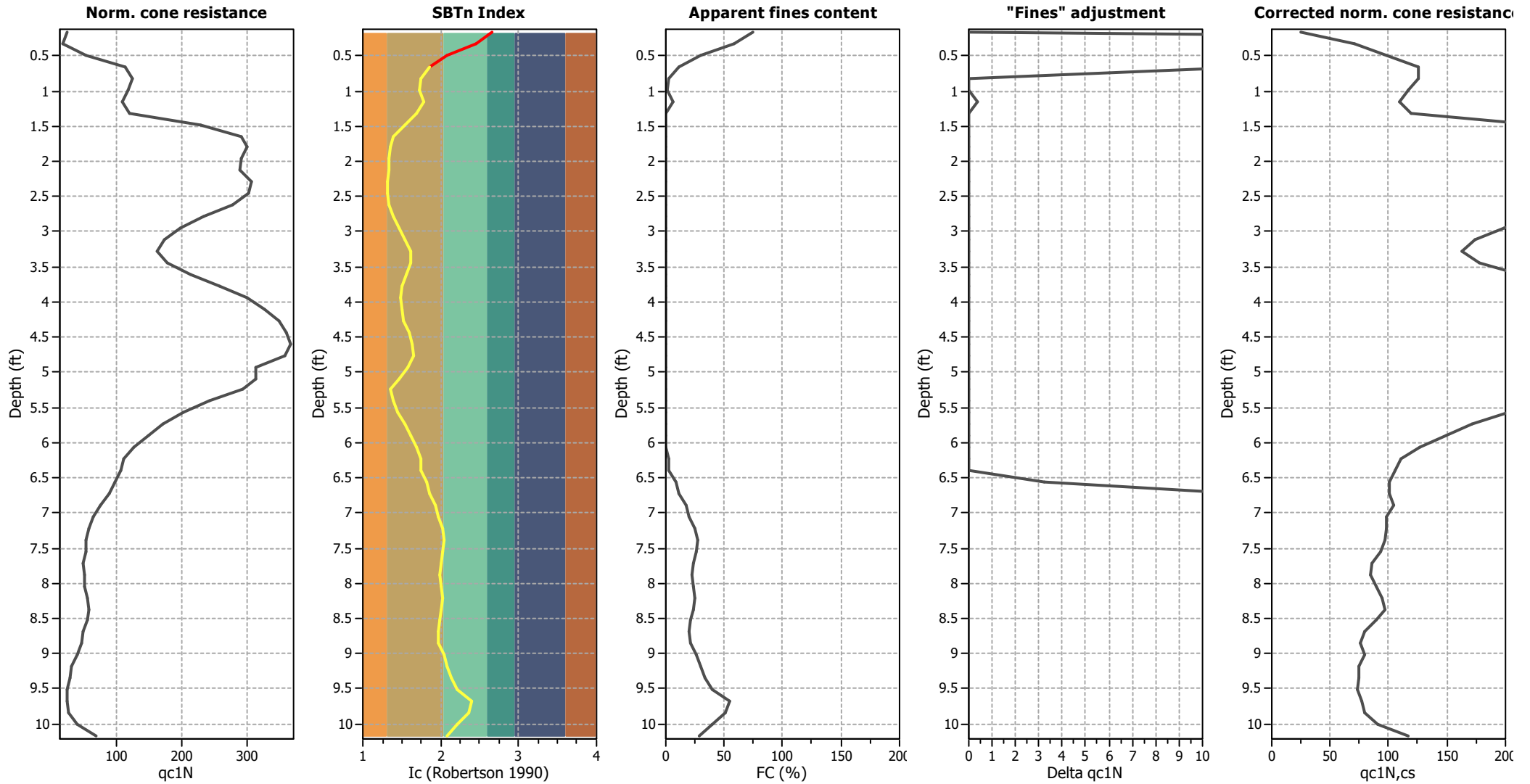
Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (erthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on Ic value	Ic cut-off value:	2.60	K_v applied:	Yes
Earthquake magnitude M_w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

SBTn legend

■ 1. Sensitive fine grained	■ 4. Clayey silt to silty	■ 7. Gravely sand to sand
■ 2. Organic material	■ 5. Silty sand to sandy silt	■ 8. Very stiff sand to
■ 3. Clay to silty clay	■ 6. Clean sand to silty sand	■ 9. Very stiff fine grained

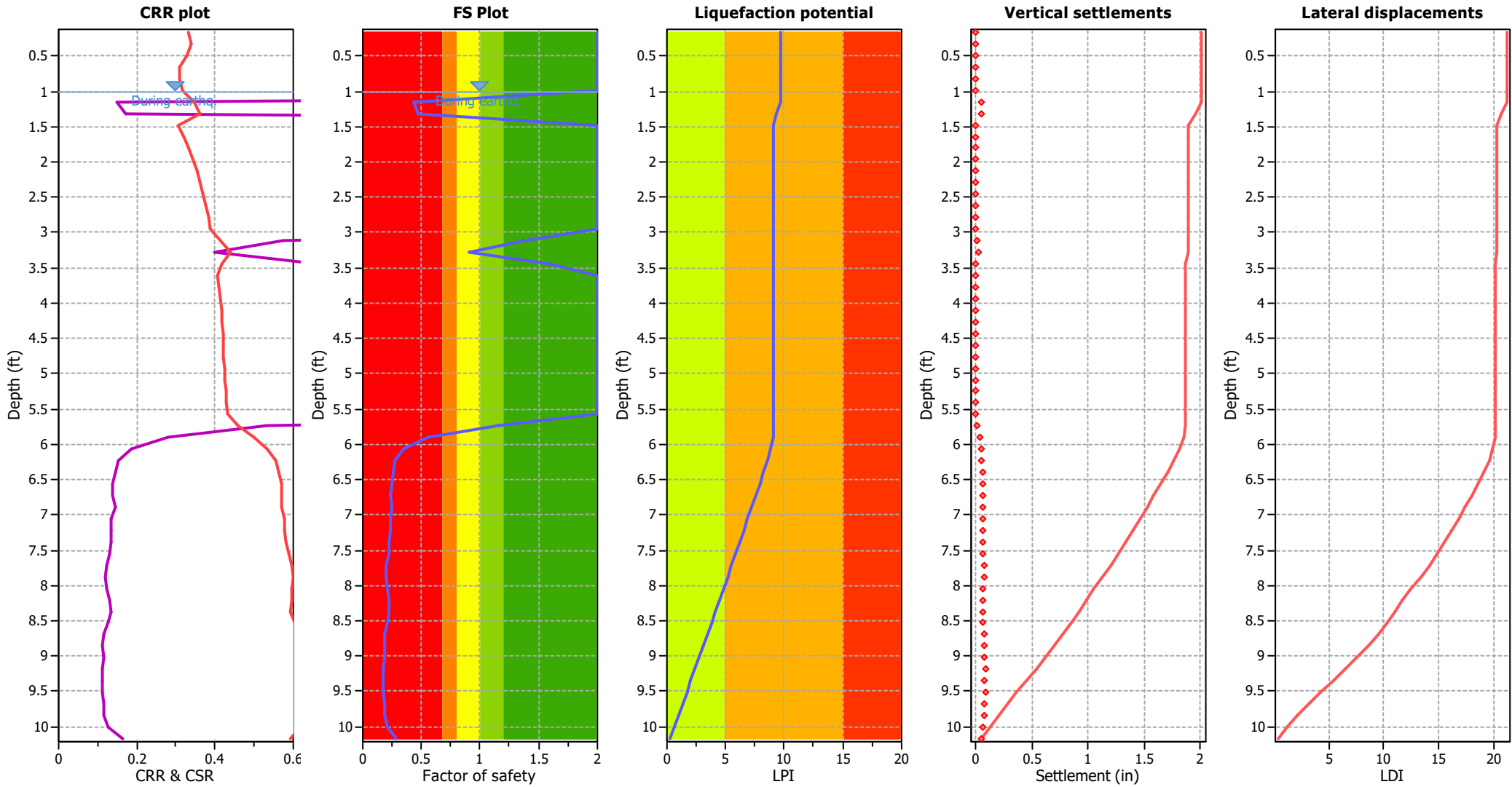
Liquefaction analysis overall plots (intermediate results)



Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (erthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on Ic value	Ic cut-off value:	2.60	K _σ applied:	Yes
Earthquake magnitude M _w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

Liquefaction analysis overall plots



Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (erthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on Ic value	Ic cut-off value:	2.60	K_{σ} applied:	Yes
Earthquake magnitude M_w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

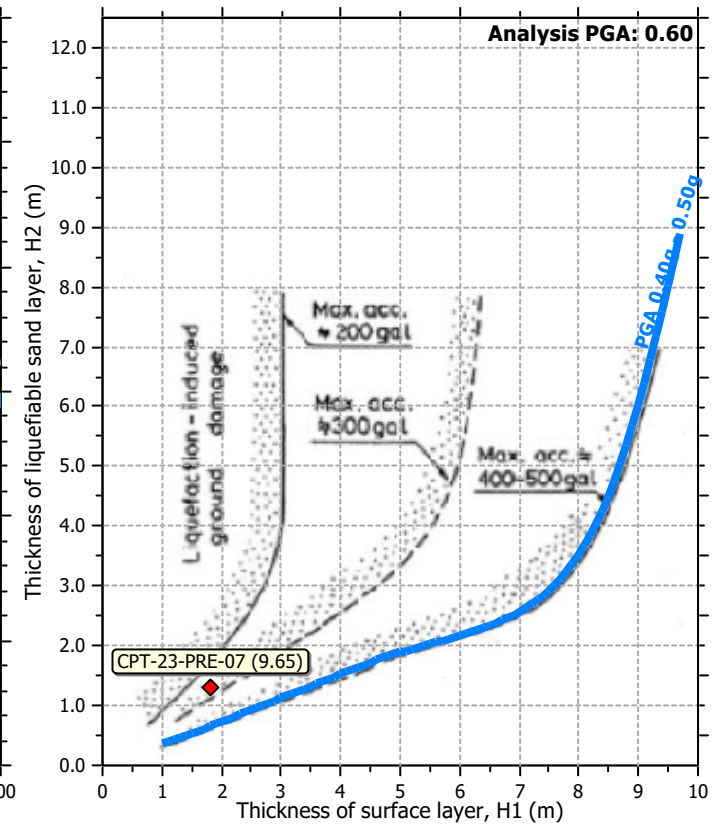
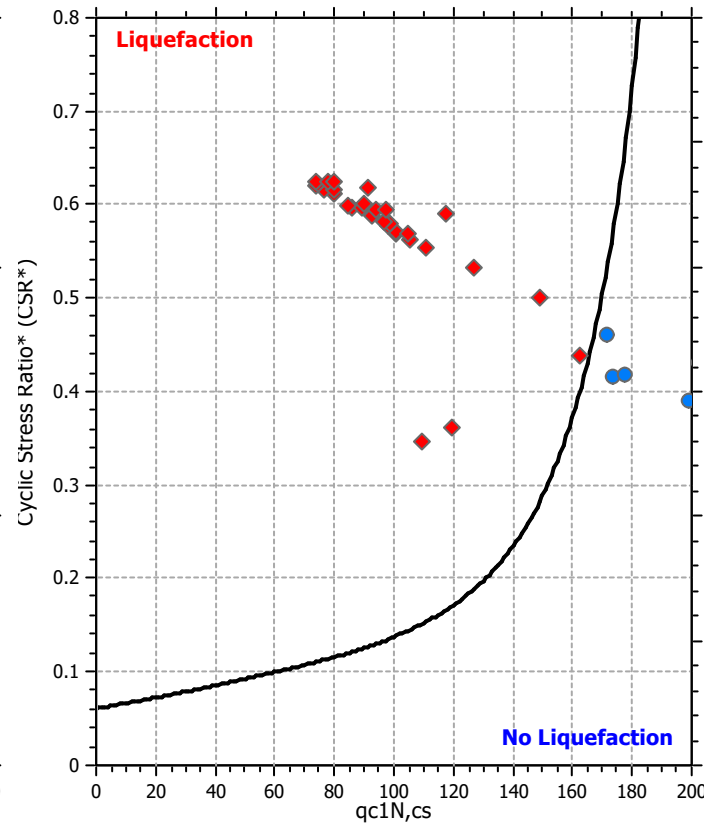
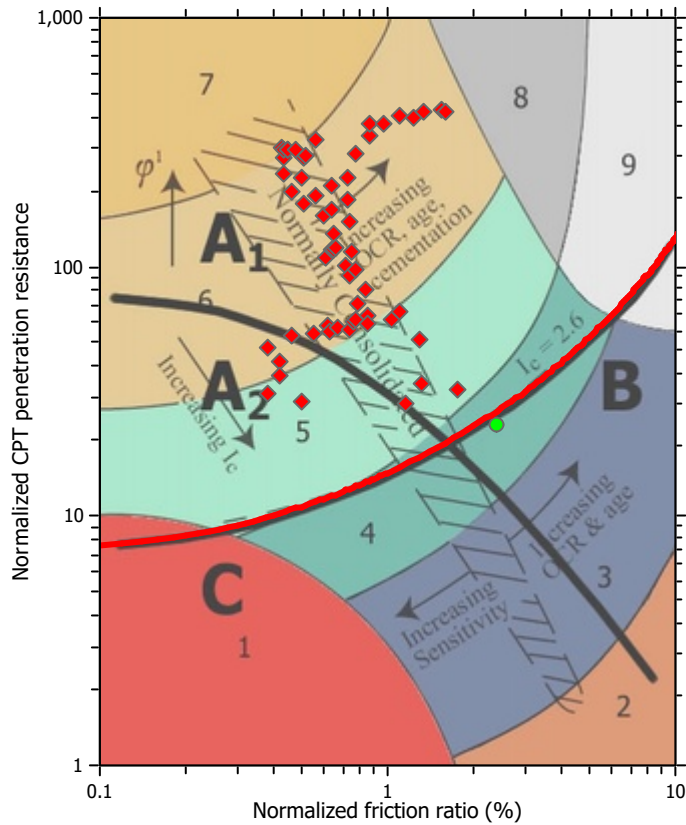
F.S. color scheme

- Almost certain it will liquefy
- Very likely to liquefy
- Liquefaction and no liq. are equally likely
- Unlike to liquefy
- Almost certain it will not liquefy

LPI color scheme

- Very high risk
- High risk
- Low risk

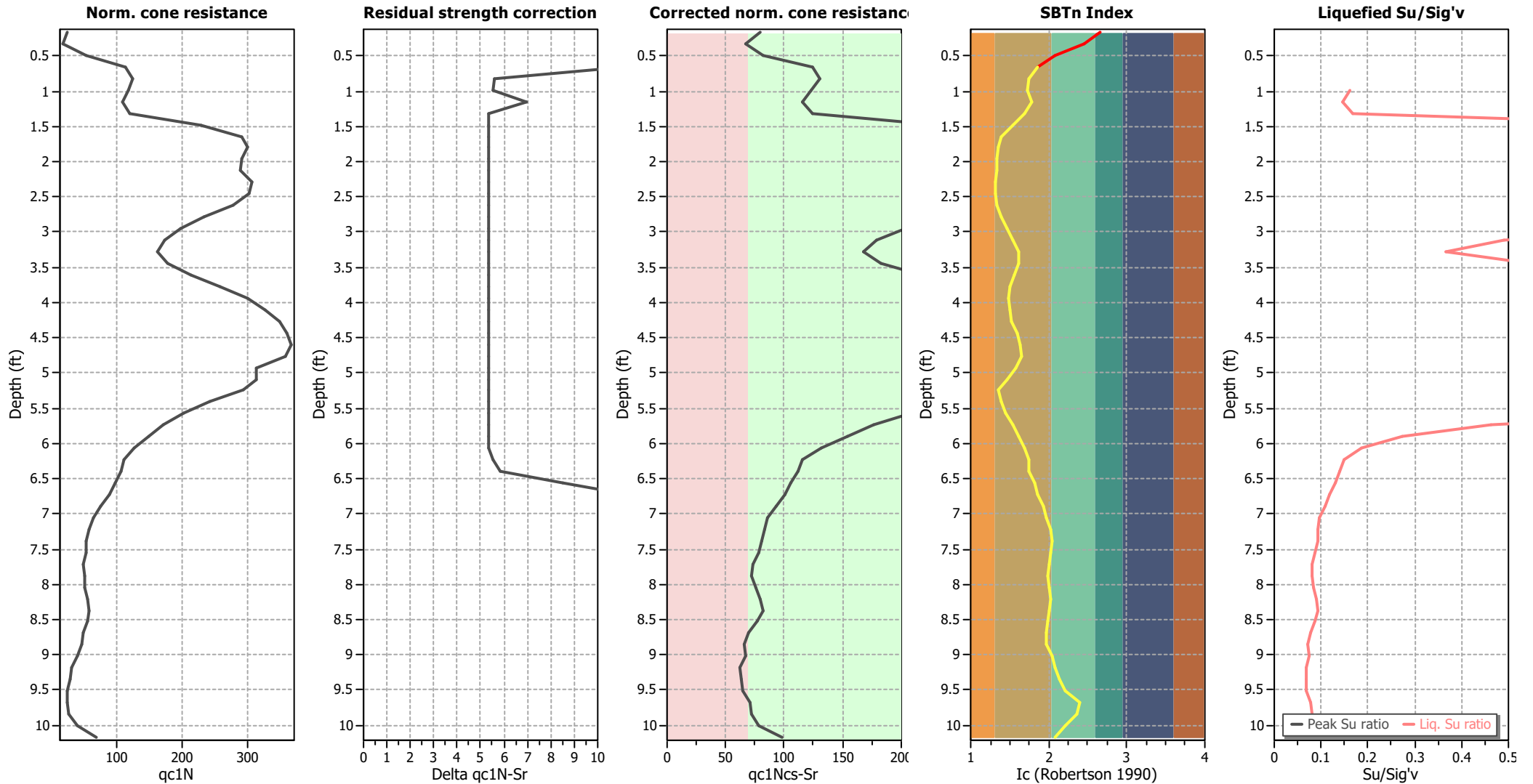
Liquefaction analysis summary plots



Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (erthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on Ic value	Ic cut-off value:	2.60	K_{σ} applied:	Yes
Earthquake magnitude M_w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

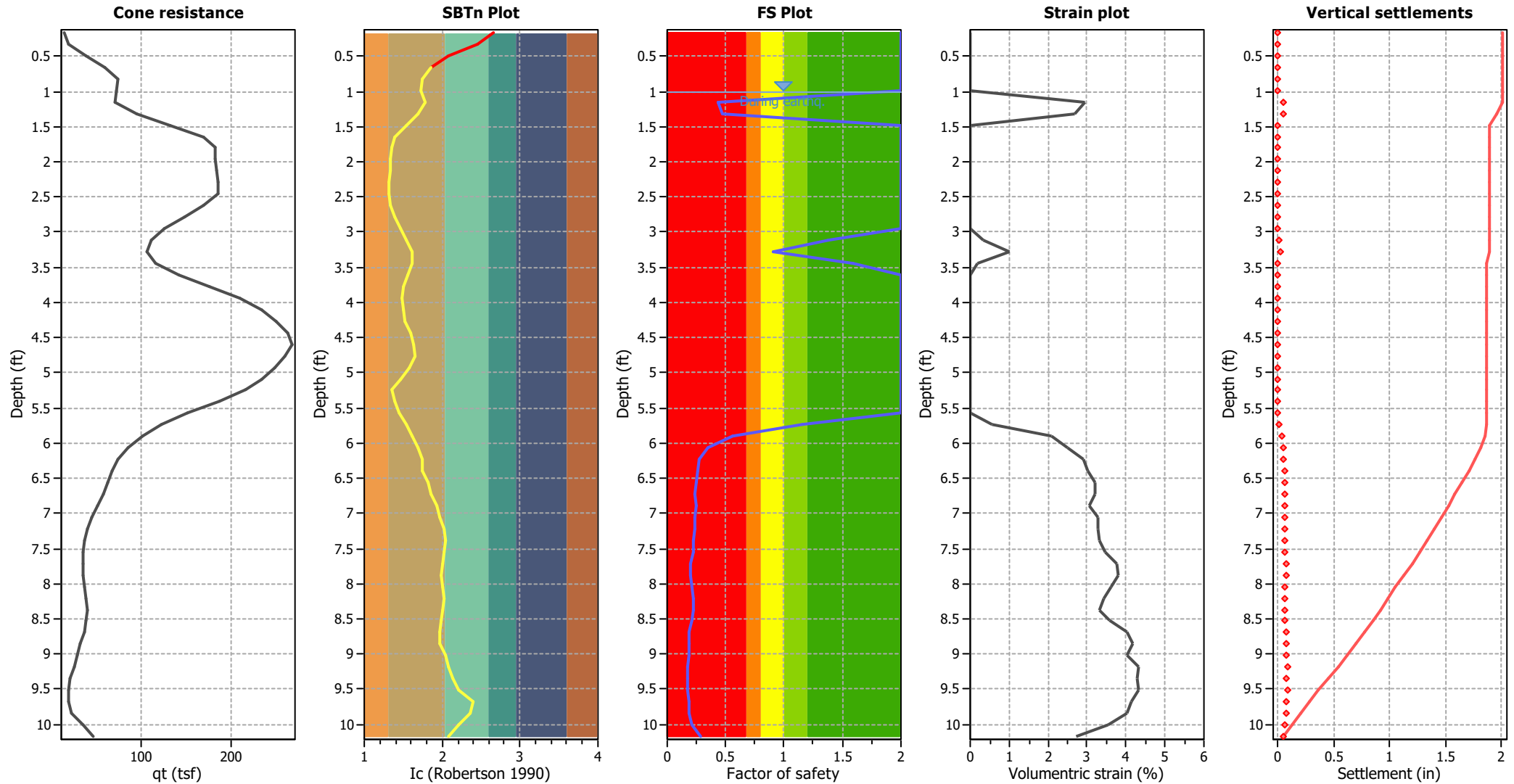
Check for strength loss plots (Idriss & Boulanger (2008))



Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (erthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on Ic value	Ic cut-off value:	2.60	K _σ applied:	Yes
Earthquake magnitude M _w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

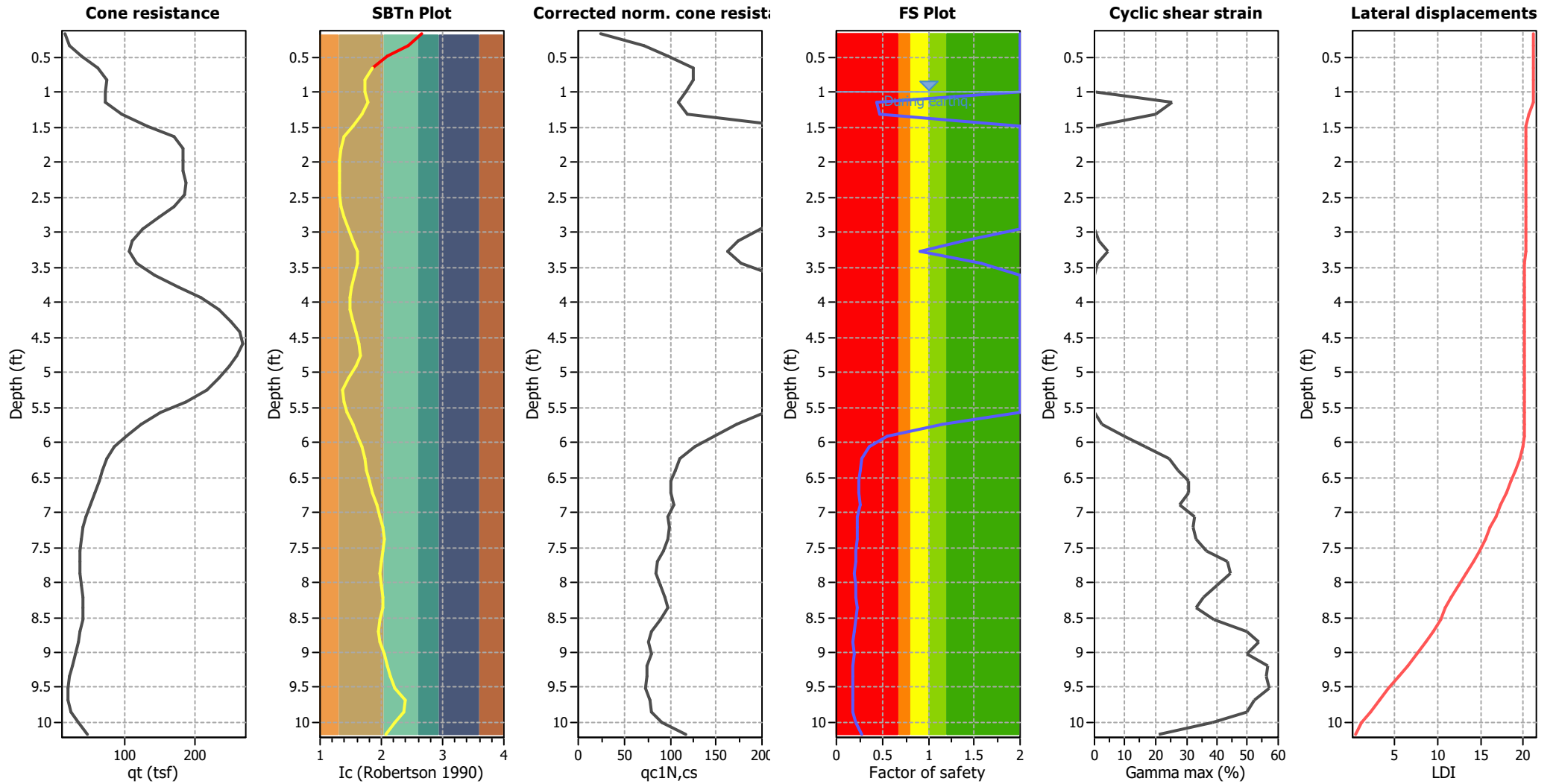
Estimation of post-earthquake settlements



Abbreviations

- q_c: Total cone resistance (cone resistance q_c corrected for pore water effects)
- I_c: Soil Behaviour Type Index
- FS: Calculated Factor of Safety against liquefaction
- Volumetric strain: Post-liquefaction volumetric strain

Estimation of post-earthquake lateral Displacements

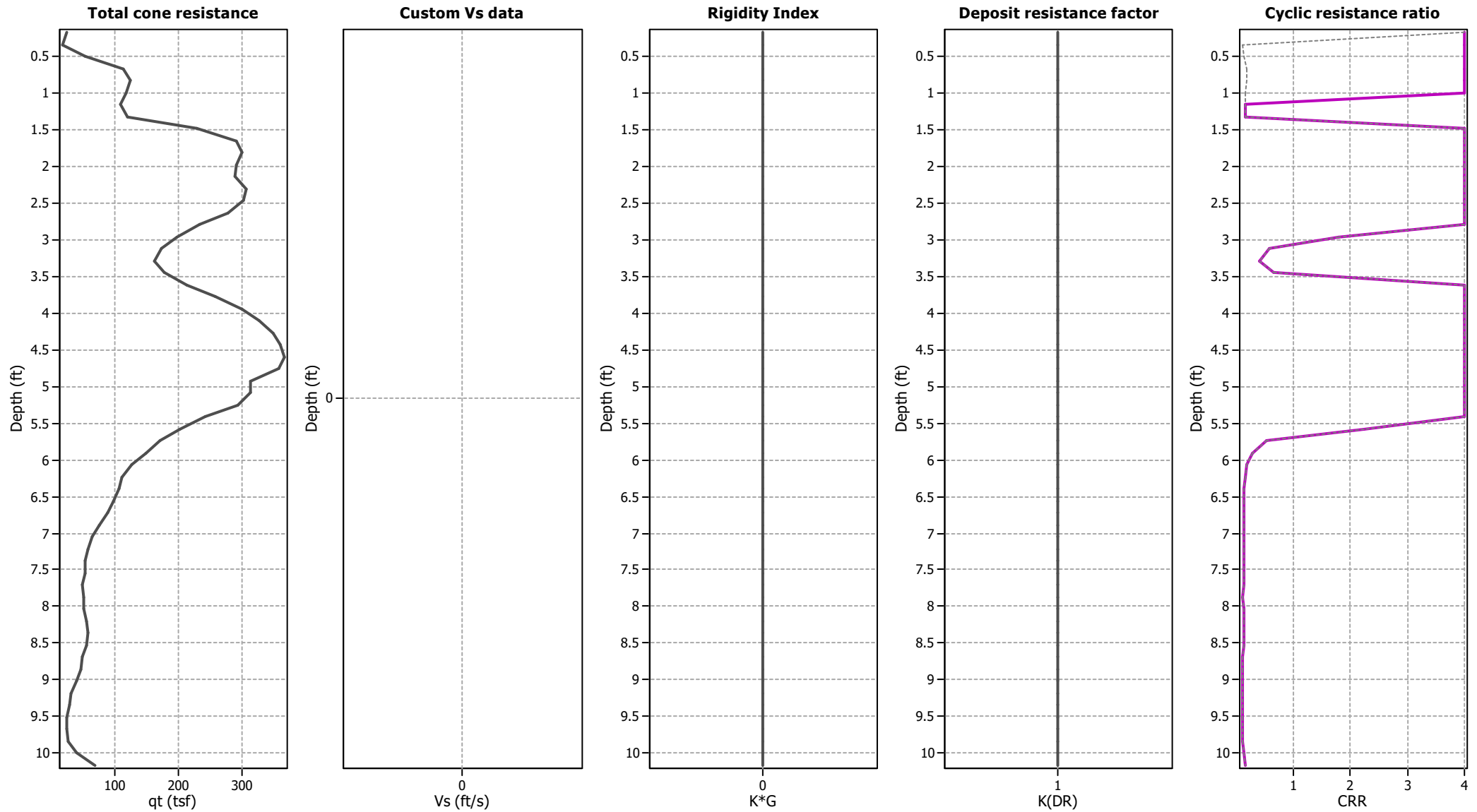


Abbreviations

q_t : Total cone resistance (cone resistance q_c corrected for pore water effects)
 I_c : Soil Behaviour Type Index
 $q_{c1N,cs}$: Equivalent clean sand normalized CPT total cone resistance

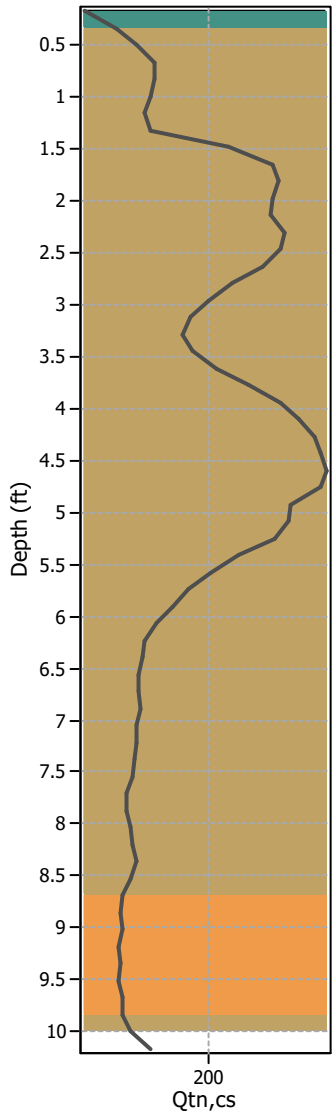
F.S.: Factor of safety
 γ_{max} : Maximum cyclic shear strain
 LDI: Lateral displacement index

Aging Calculation Estimation

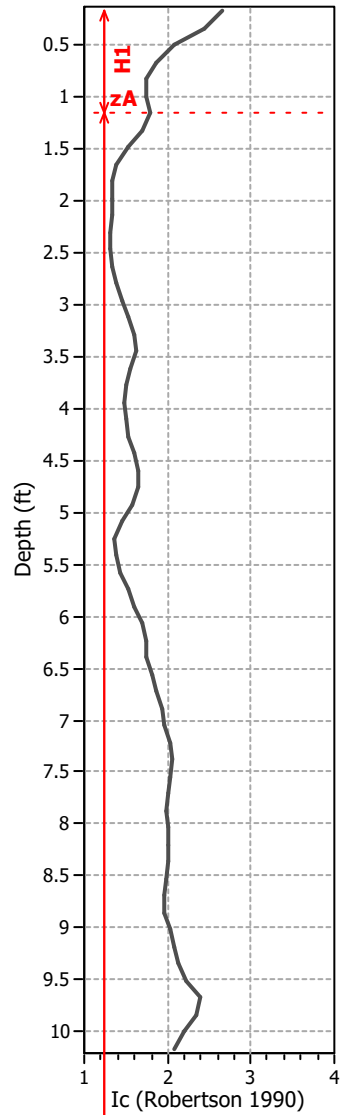


Ejecta Severity Estimation

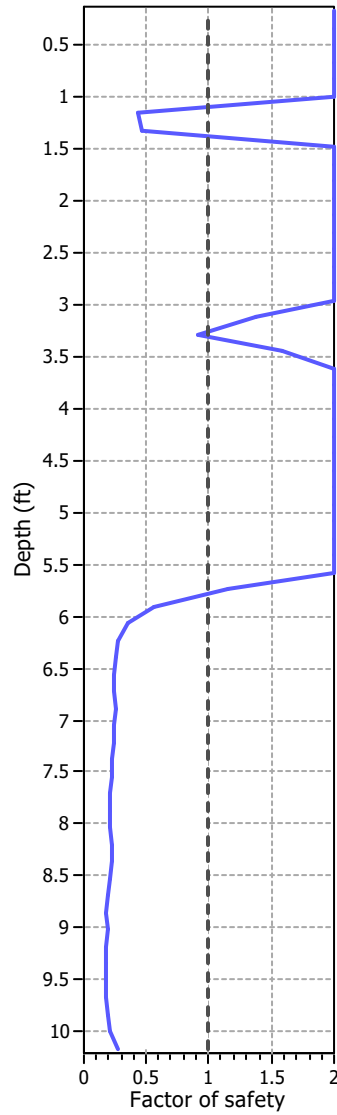
Corrected norm. cone resista



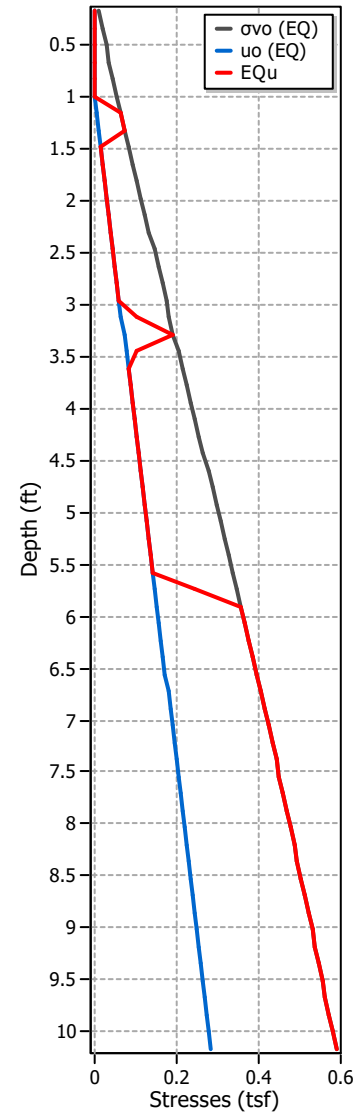
SBTn Index Plot



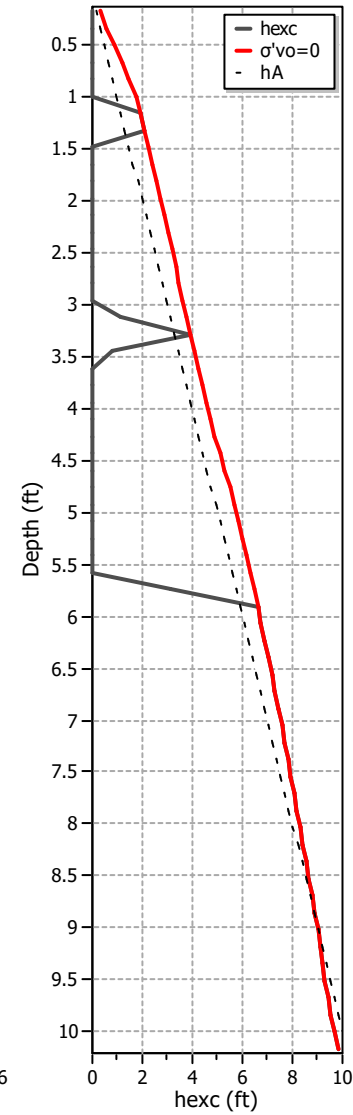
FS plot



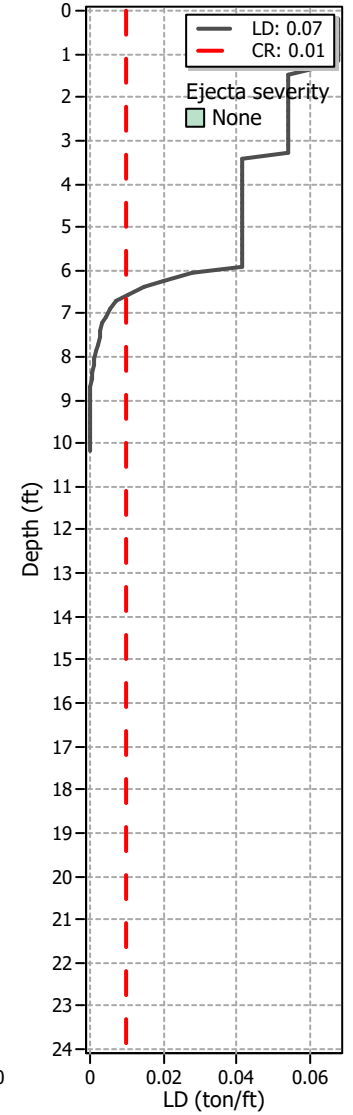
Stresses vs Depth



Excess Head



Liq. ejecta demand



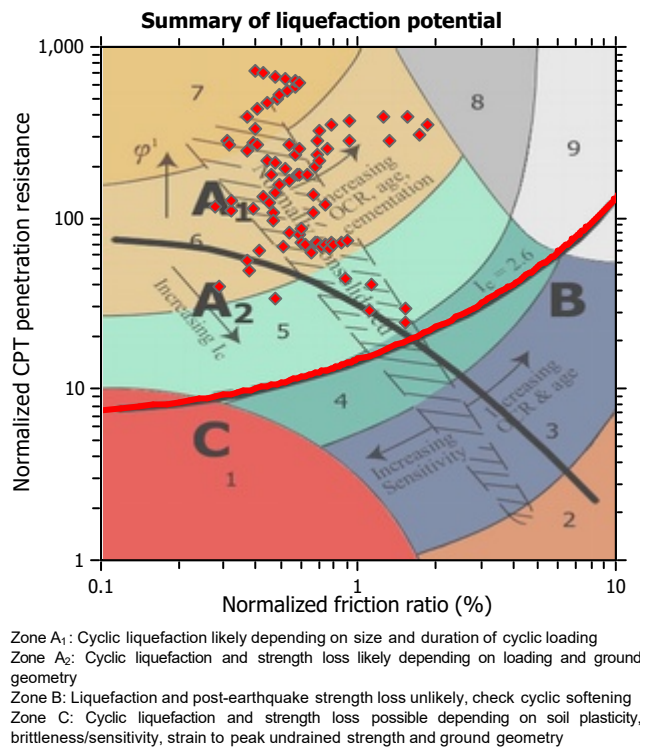
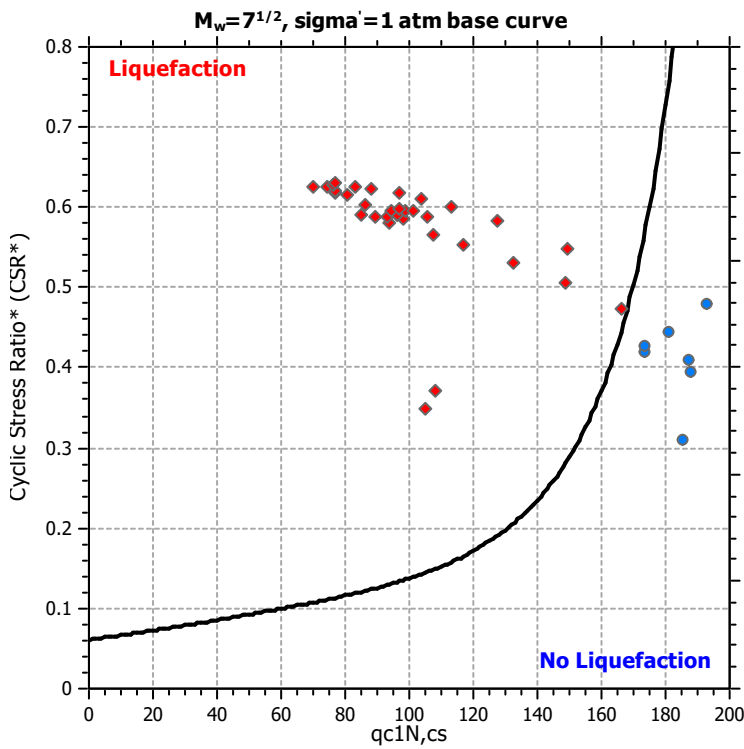
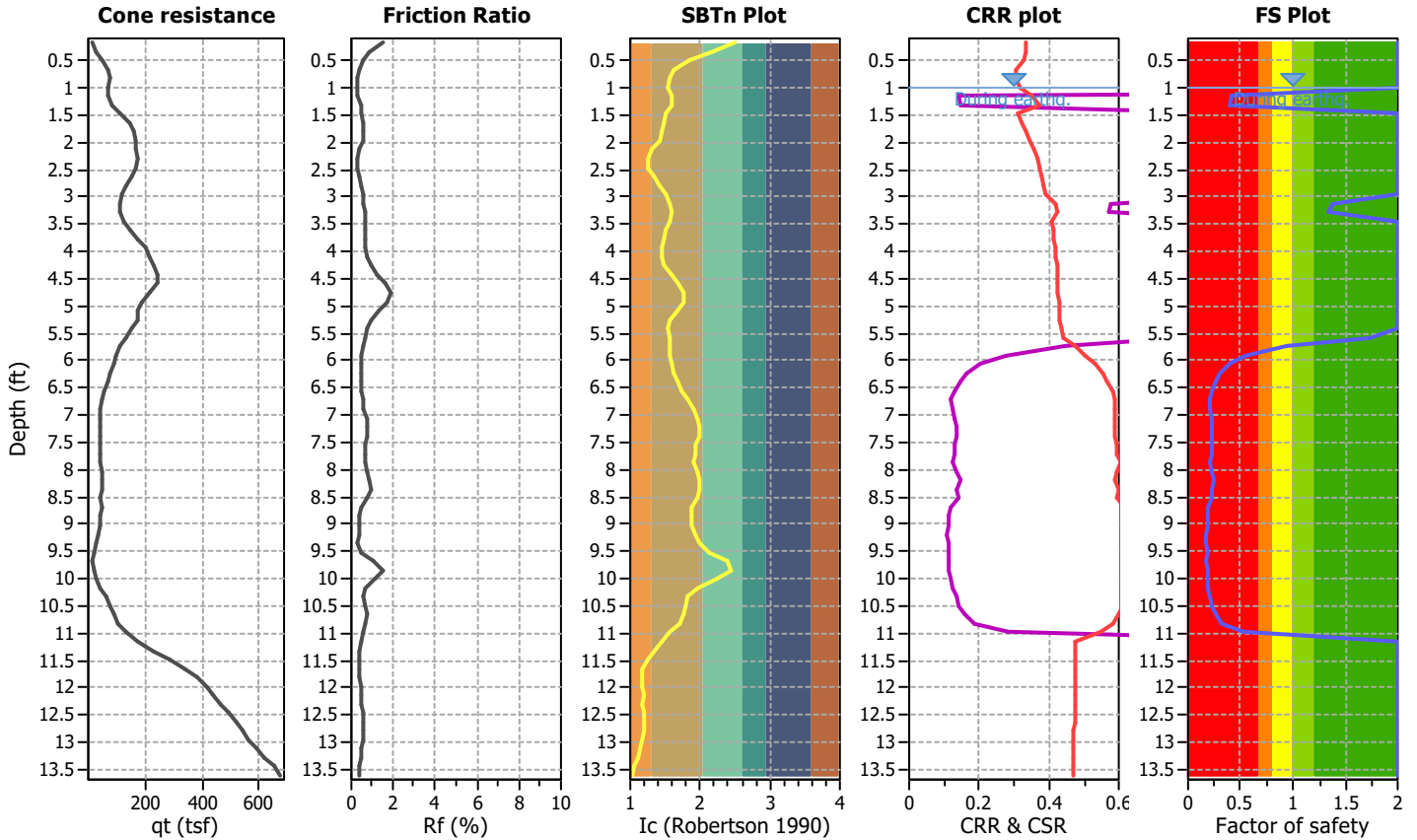
LIQUEFACTION ANALYSIS REPORT

Project title : Mono County Jail - Pre-RIC CPT Testing
CPT file : CPT-23-PRE-07a

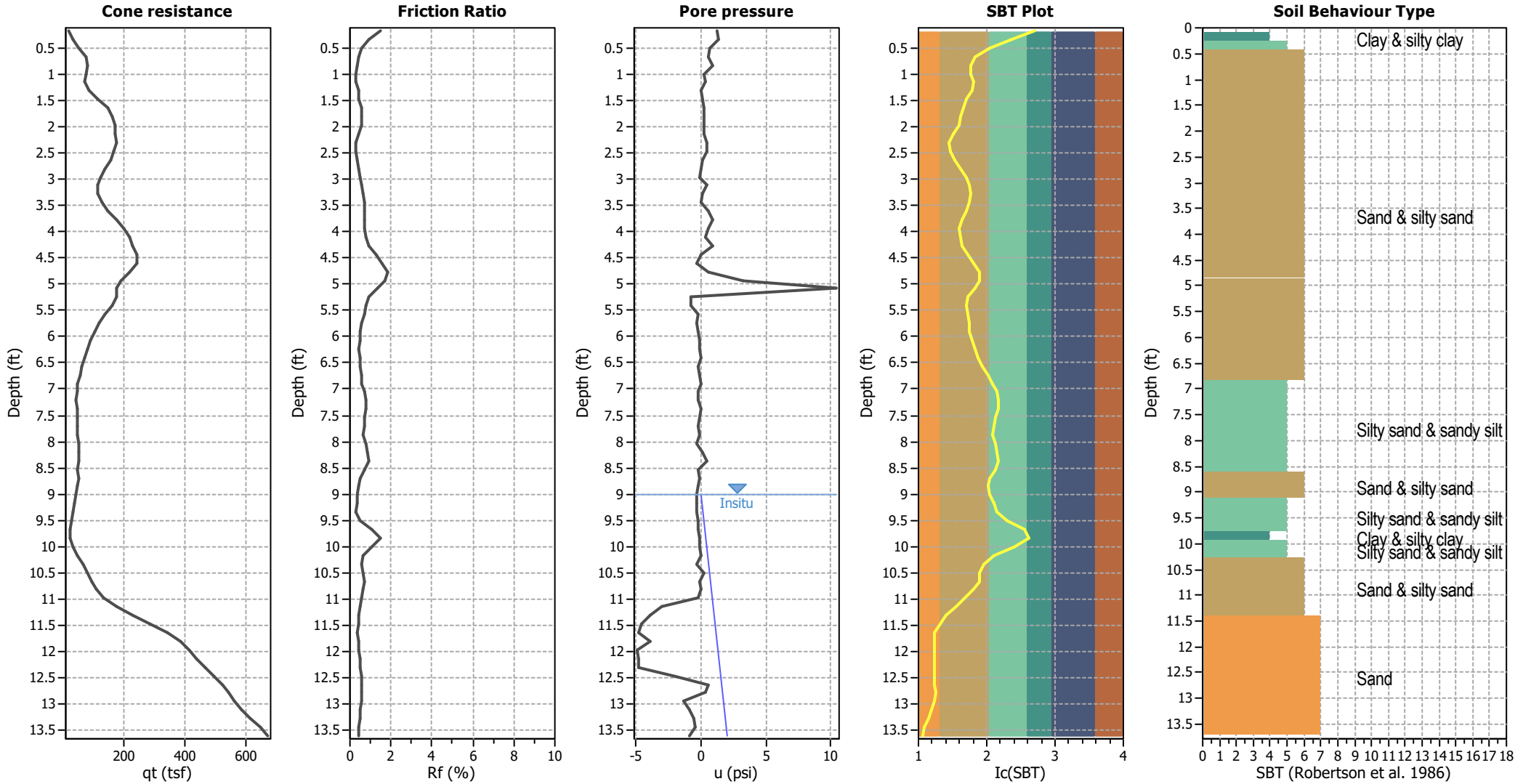
Location : Bridgeport, Mono County, CA

Input parameters and analysis data

Analysis method:	B&I (2014)	G.W.T. (in-situ):	9.00 ft	Use fill:	No	Clay like behavior applied:	Sands only
Fines correction method:	B&I (2014)	G.W.T. (earthq.):	1.00 ft	Fill height:	N/A	Limit depth applied:	No
Points to test:	Based on Ic value	Average results interval:	3	Fill weight:	N/A	Limit depth:	N/A
Earthquake magnitude M_w :	6.60	Ic cut-off value:	2.60	Trans. detect. applied:	Yes	MSF method:	Method based
Peak ground acceleration:	0.60	Unit weight calculation:	Based on SBT	K_σ applied:	Yes		



CPT basic interpretation plots



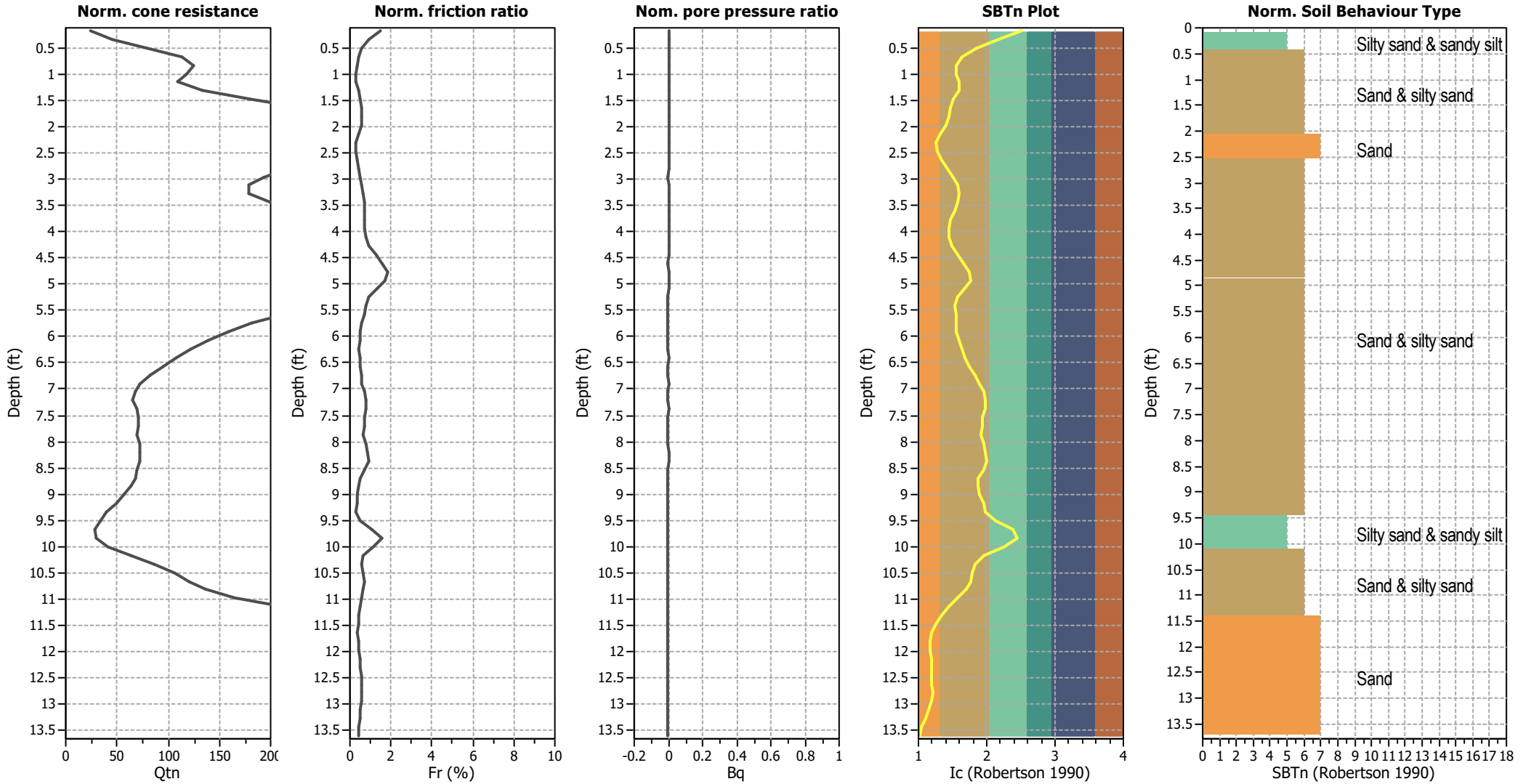
Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (erthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on Ic value	Ic cut-off value:	2.60	K_v applied:	Yes
Earthquake magnitude M_w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

SBT legend

1. Sensitive fine grained	4. Clayey silt to silty	7. Gravely sand to sand
2. Organic material	5. Silty sand to sandy silt	8. Very stiff sand to
3. Clay to silty clay	6. Clean sand to silty sand	9. Very stiff fine grained

CPT basic interpretation plots (normalized)



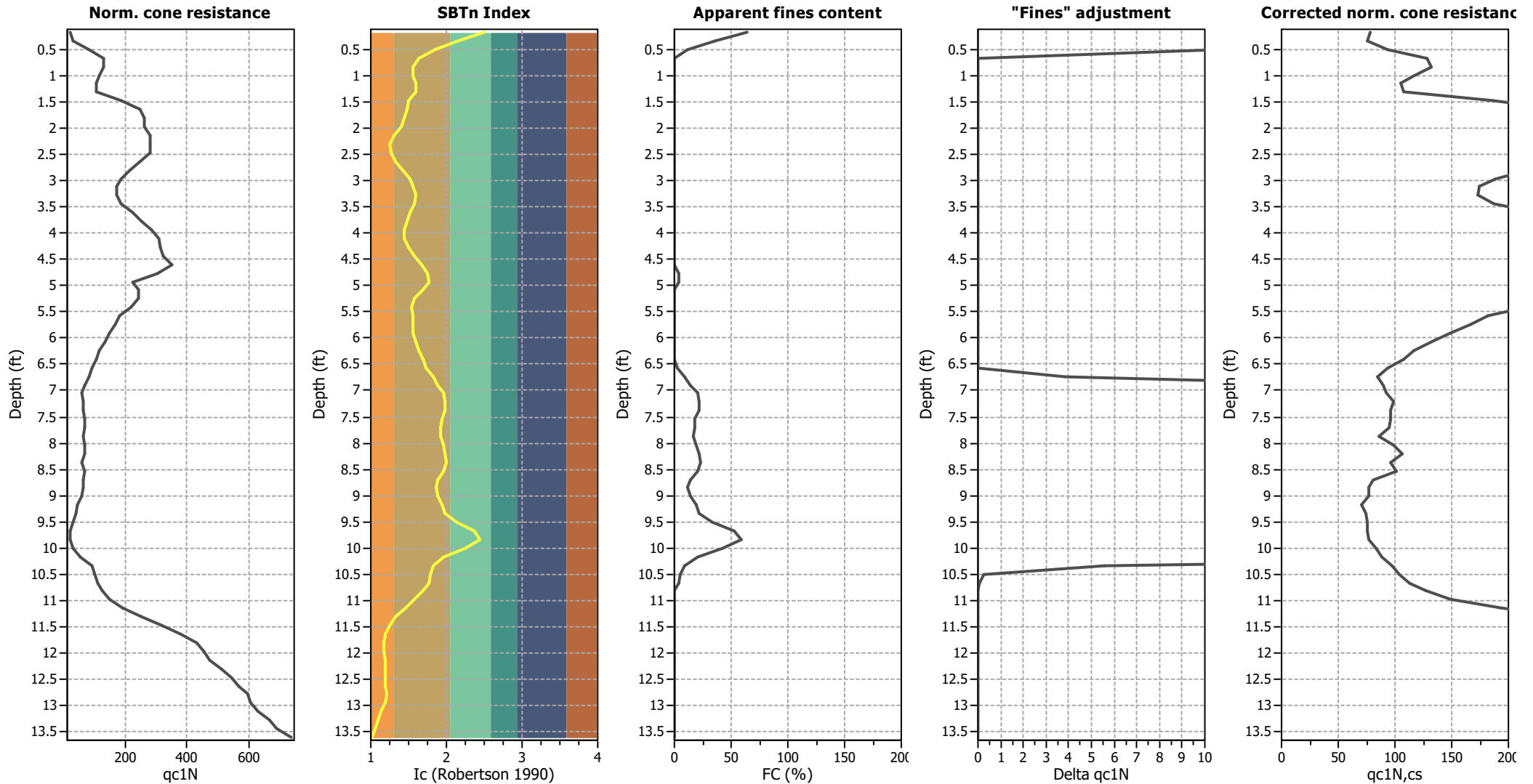
Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (erthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on Ic value	Ic cut-off value:	2.60	K_g applied:	Yes
Earthquake magnitude M_w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

SBTn legend

1. Sensitive fine grained	4. Clayey silt to silty	7. Gravely sand to sand
2. Organic material	5. Silty sand to sandy silt	8. Very stiff sand to
3. Clay to silty clay	6. Clean sand to silty sand	9. Very stiff fine grained

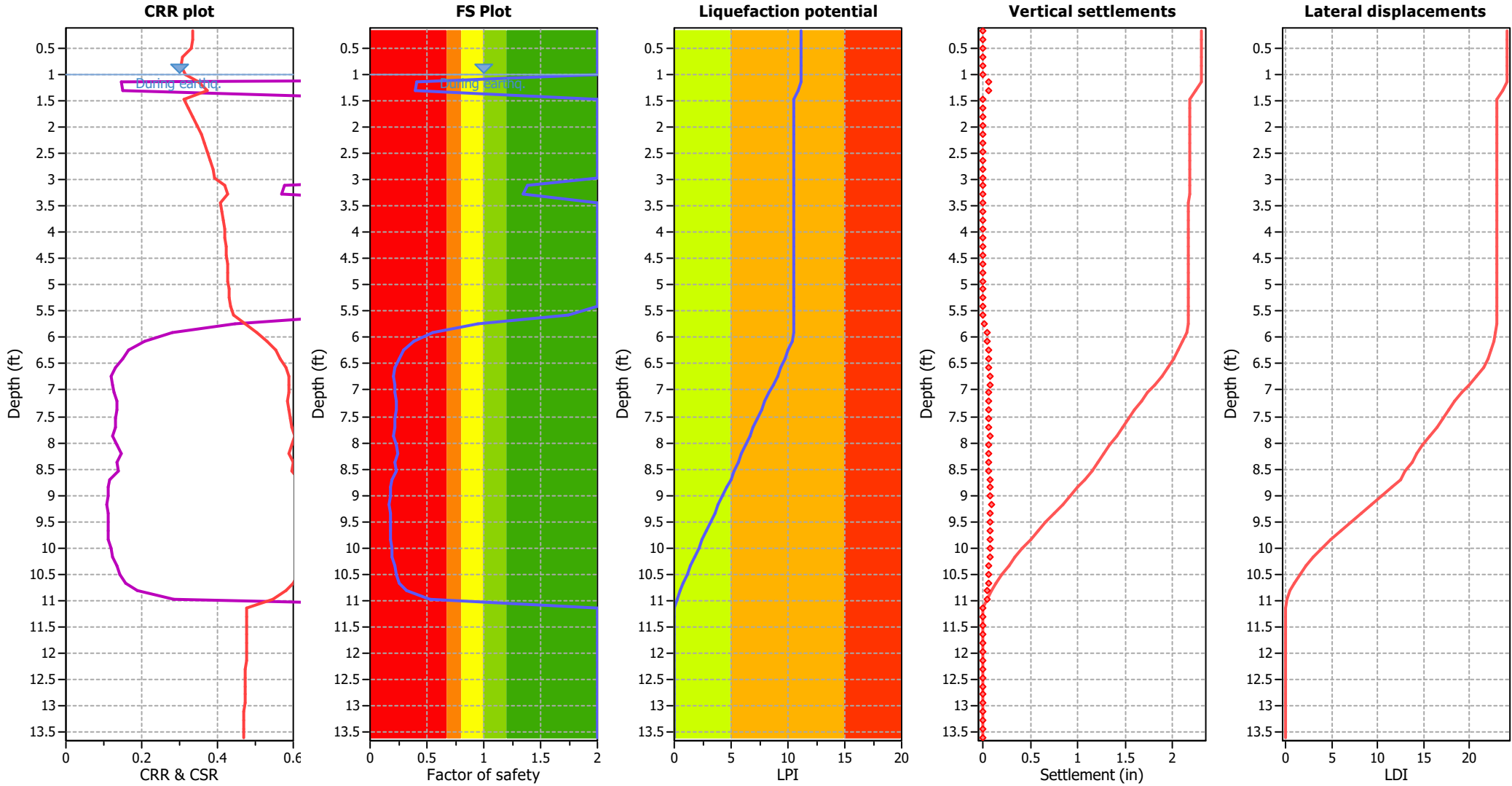
Liquefaction analysis overall plots (intermediate results)



Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (erthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on Ic value	Ic cut-off value:	2.60	K _σ applied:	Yes
Earthquake magnitude M _w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

Liquefaction analysis overall plots



Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (erthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on Ic value	Ic cut-off value:	2.60	K_{σ} applied:	Yes
Earthquake magnitude M_w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

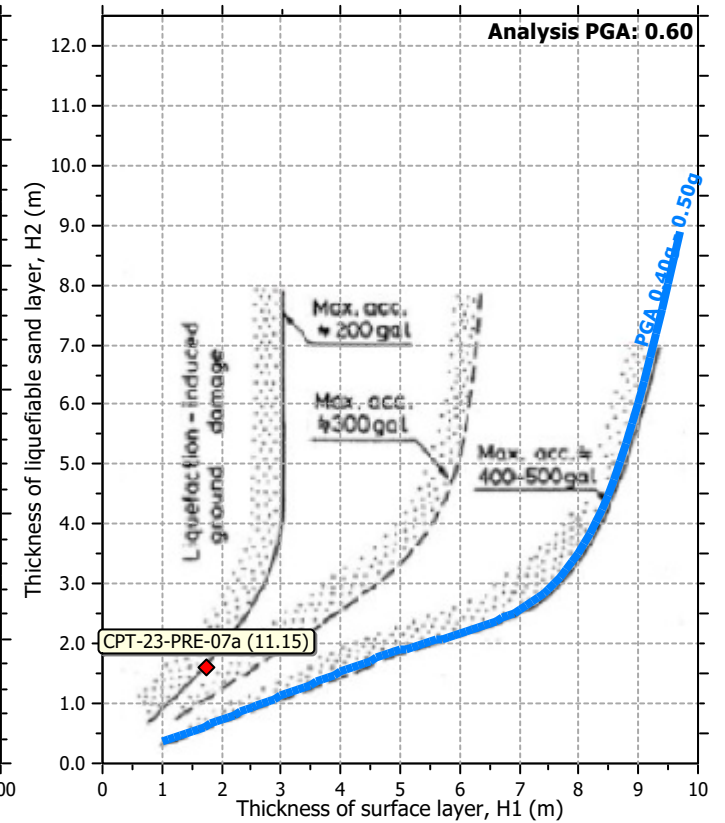
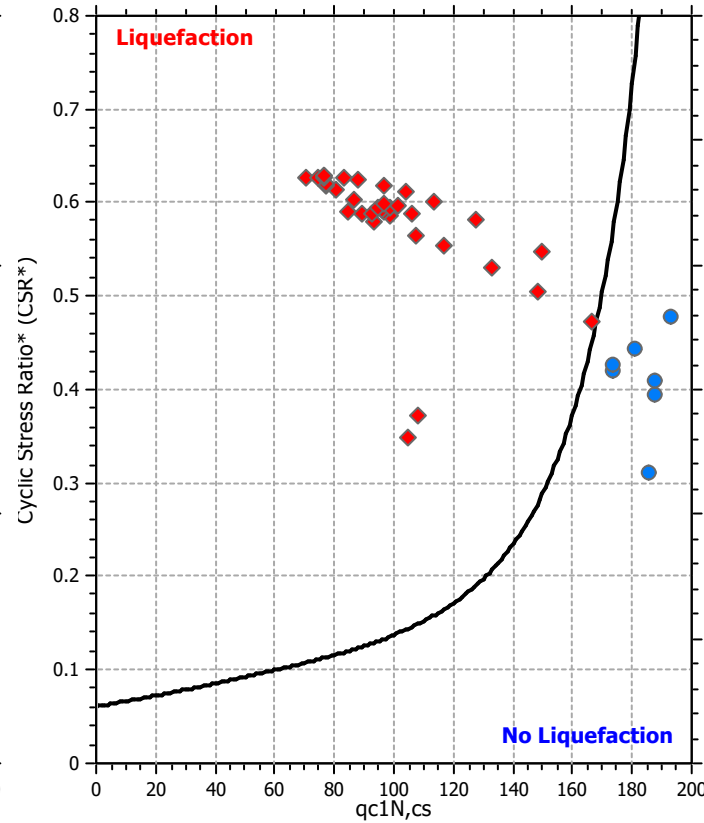
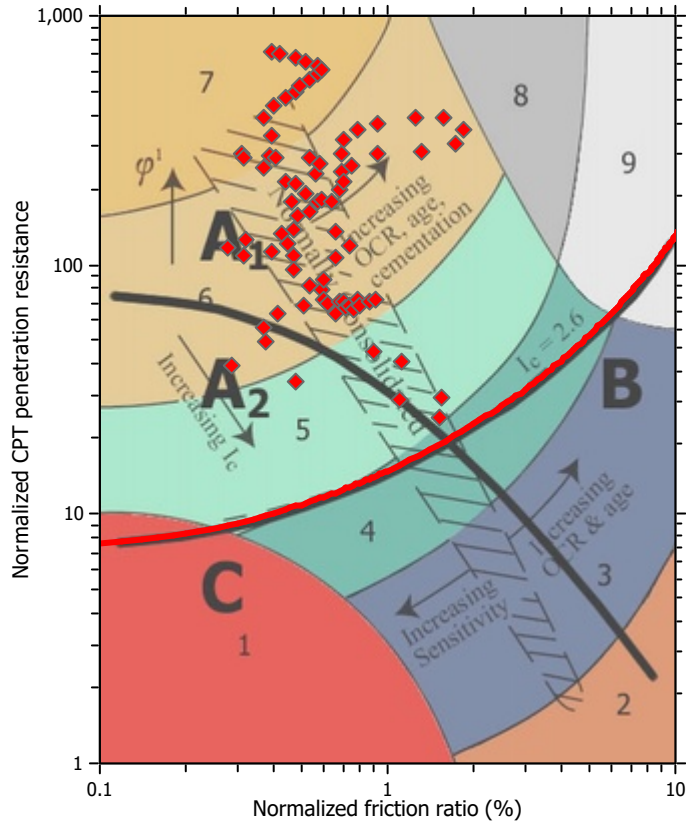
F.S. color scheme

- Almost certain it will liquefy
- Very likely to liquefy
- Liquefaction and no liq. are equally likely
- Unlike to liquefy
- Almost certain it will not liquefy

LPI color scheme

- Very high risk
- High risk
- Low risk

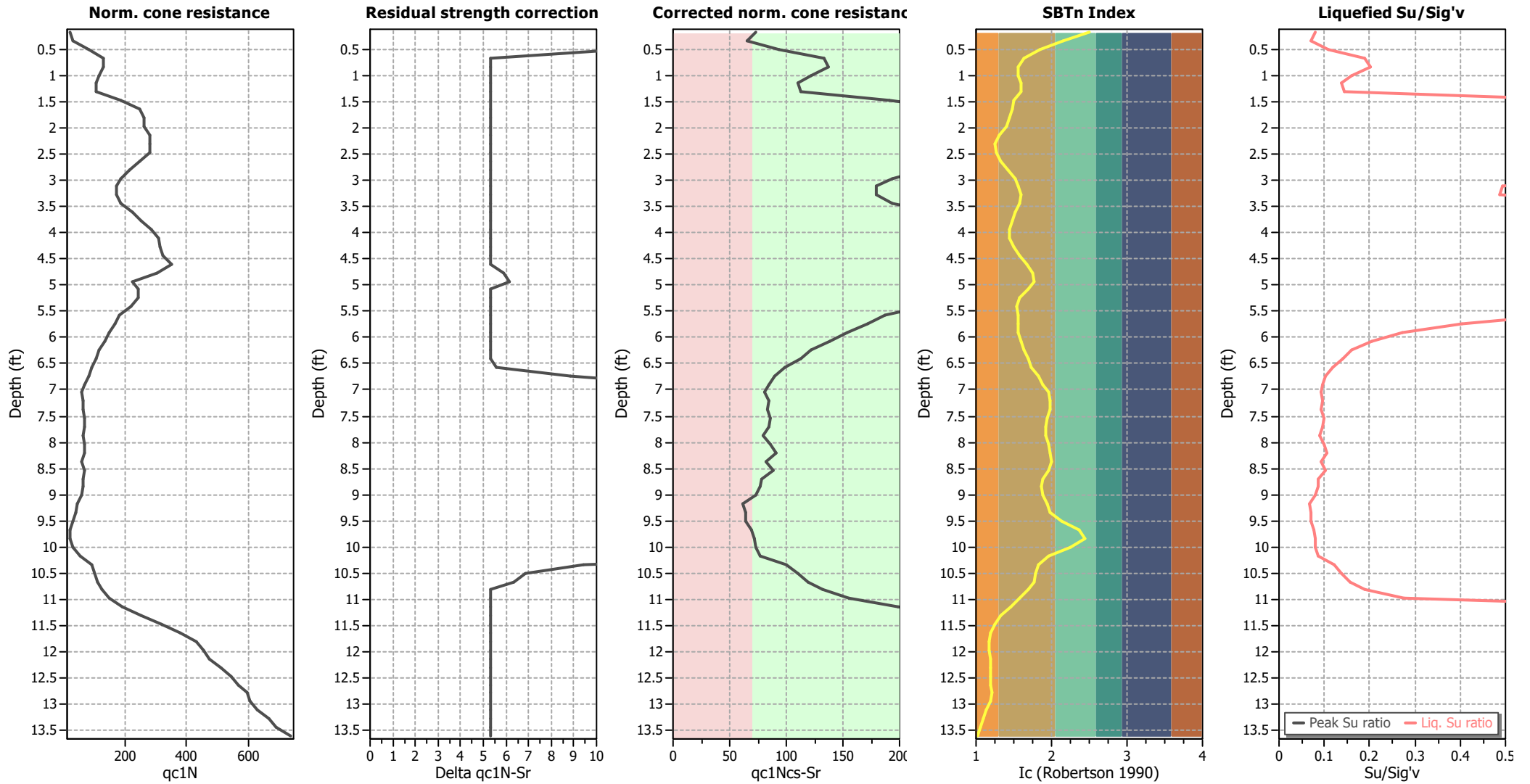
Liquefaction analysis summary plots



Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (erthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on I_c value	I_c cut-off value:	2.60	K_{ϕ} applied:	Yes
Earthquake magnitude M_w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

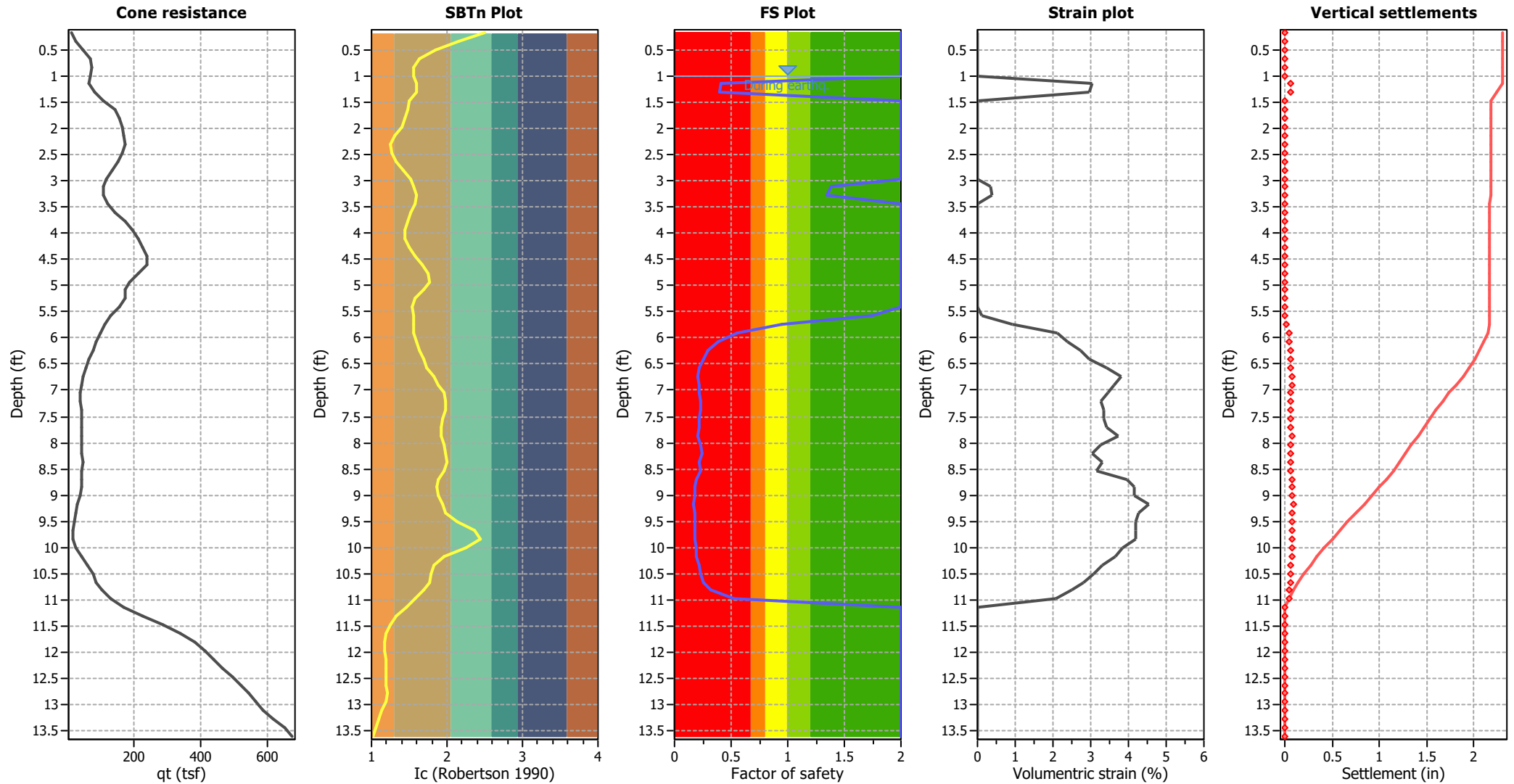
Check for strength loss plots (Idriss & Boulanger (2008))



Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (erthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on Ic value	Ic cut-off value:	2.60	K _σ applied:	Yes
Earthquake magnitude M _w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

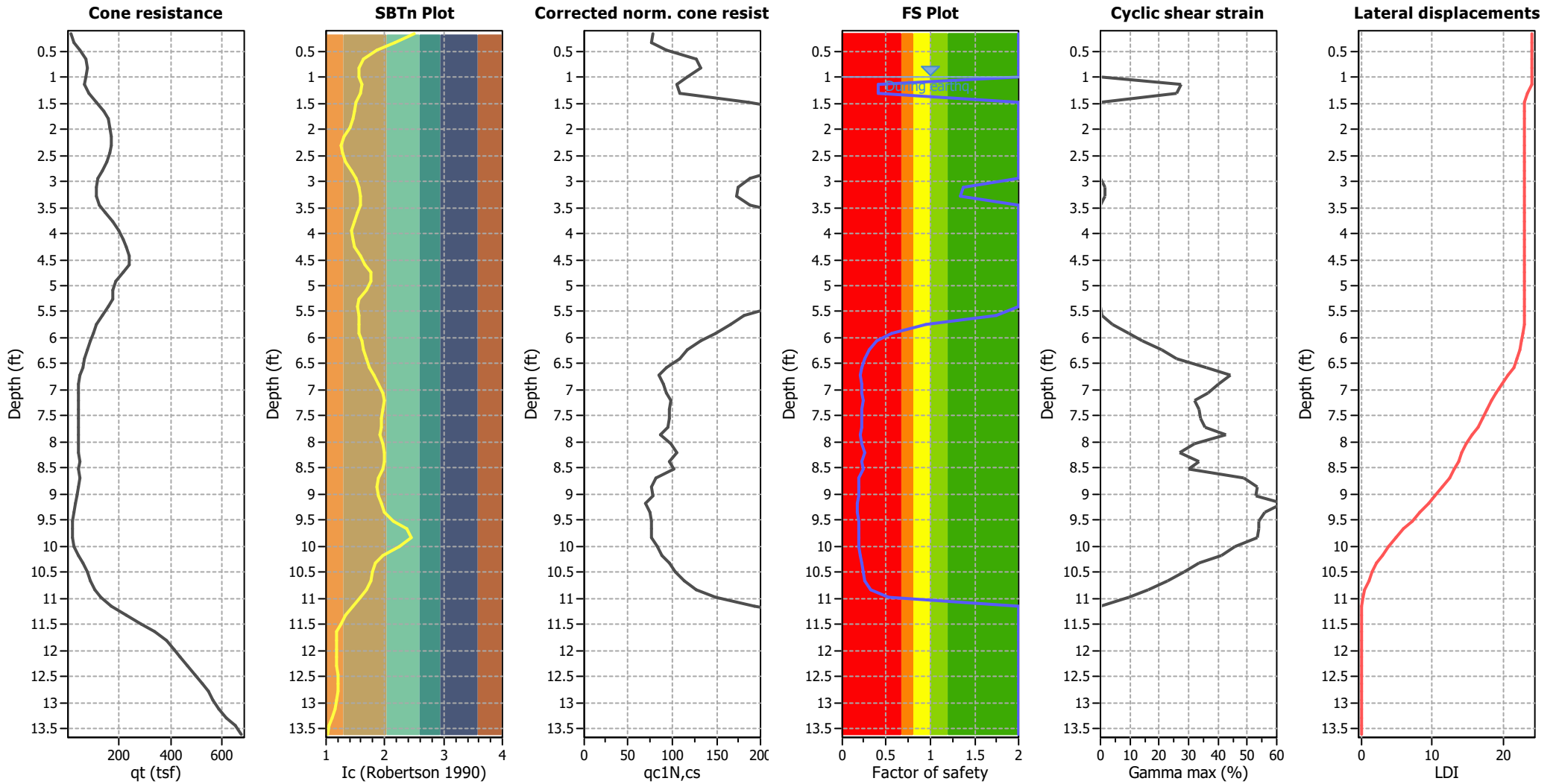
Estimation of post-earthquake settlements



Abbreviations

- q_c: Total cone resistance (cone resistance q_c corrected for pore water effects)
- I_c: Soil Behaviour Type Index
- FS: Calculated Factor of Safety against liquefaction
- Volumetric strain: Post-liquefaction volumetric strain

Estimation of post-earthquake lateral Displacements

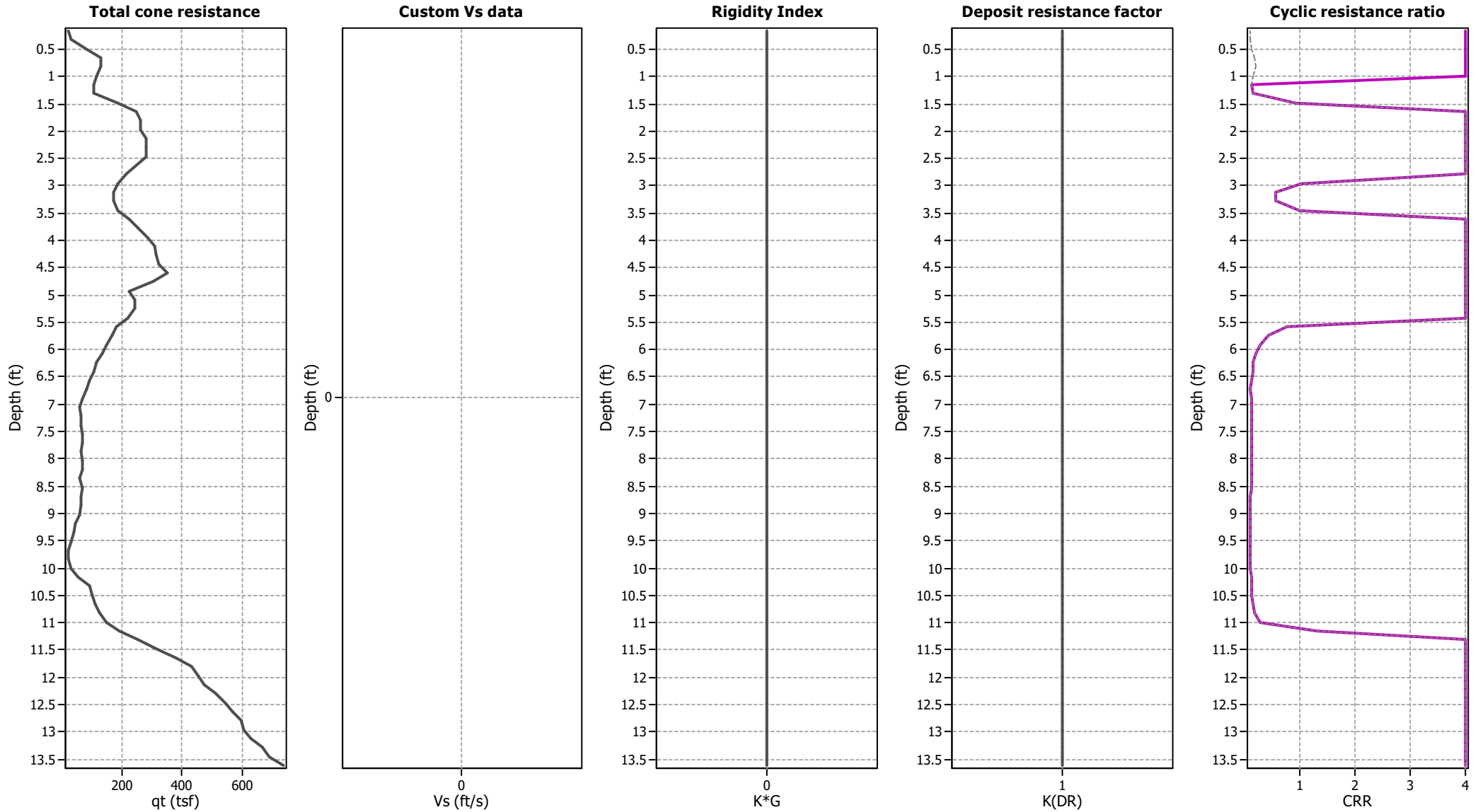


Abbreviations

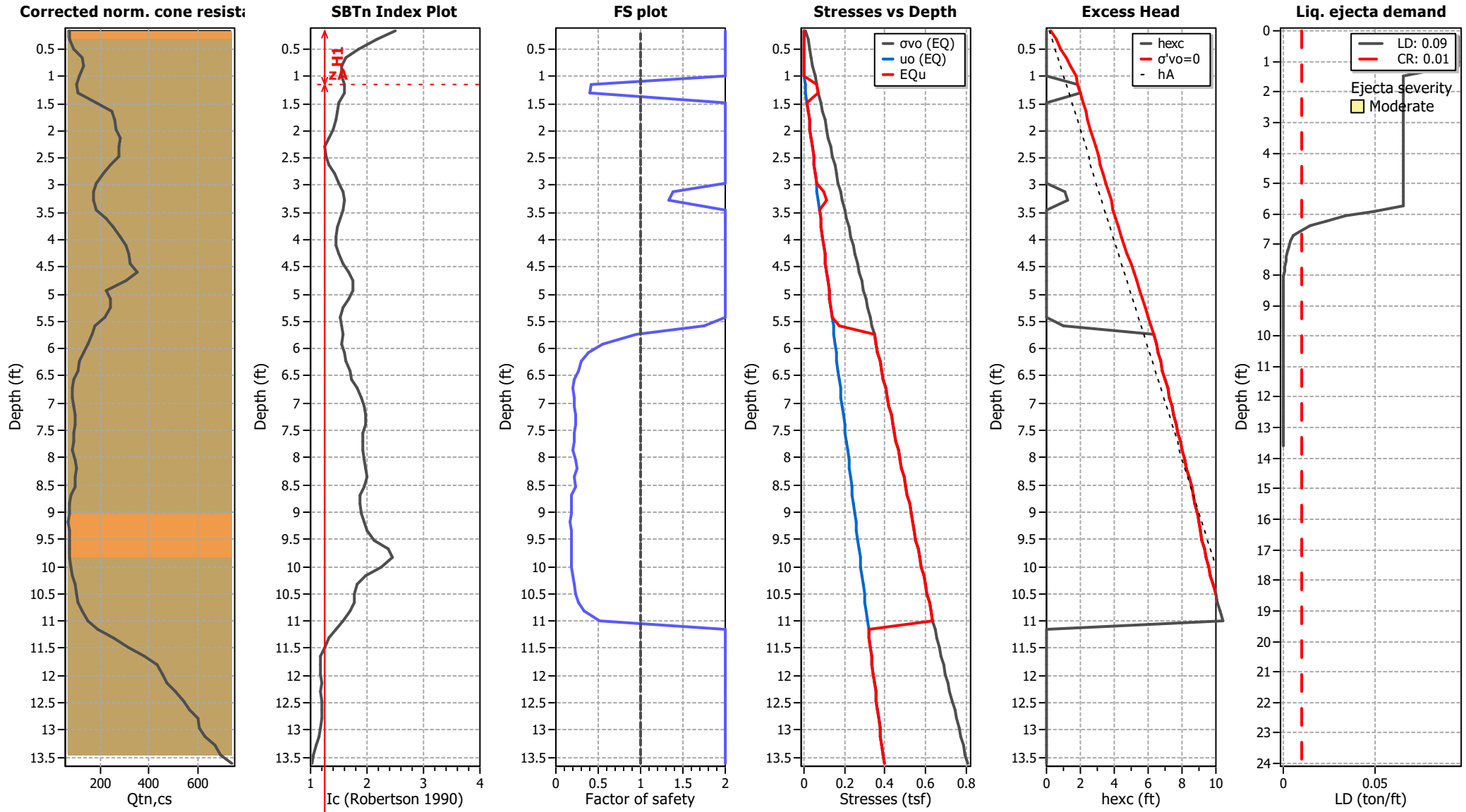
qt: Total cone resistance (cone resistance q_c corrected for pore water effects)
 Ic: Soil Behaviour Type Index
 qc1N,cs: Equivalent clean sand normalized CPT total cone resistance

F.S.: Factor of safety
 γ_{max} : Maximum cyclic shear strain
 LDI: Lateral displacement index

Aging Calculation Estimation



Ejecta Severity Estimation



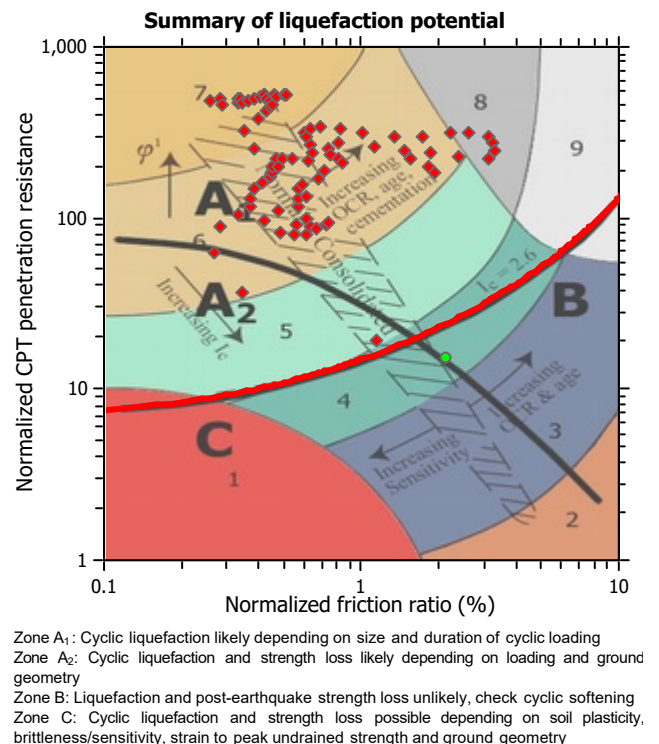
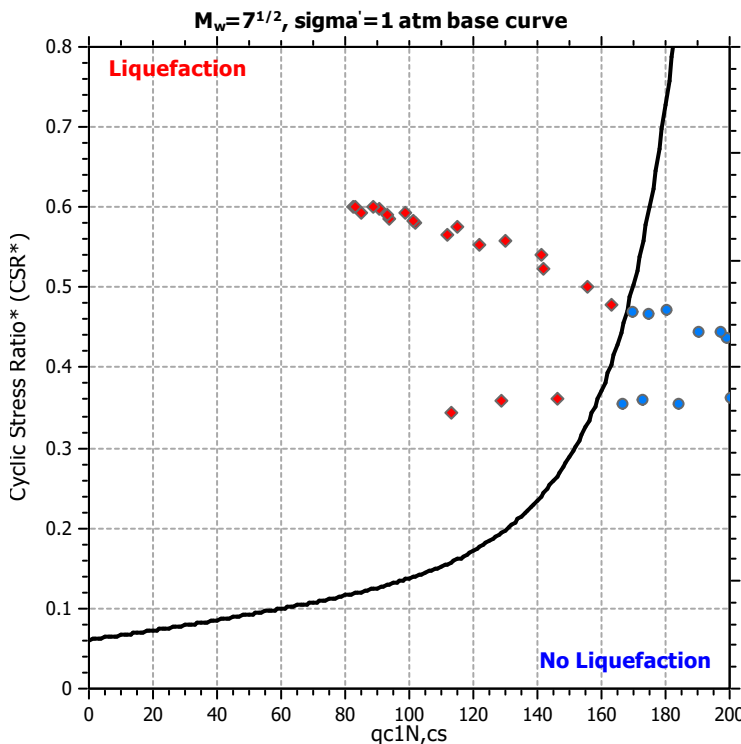
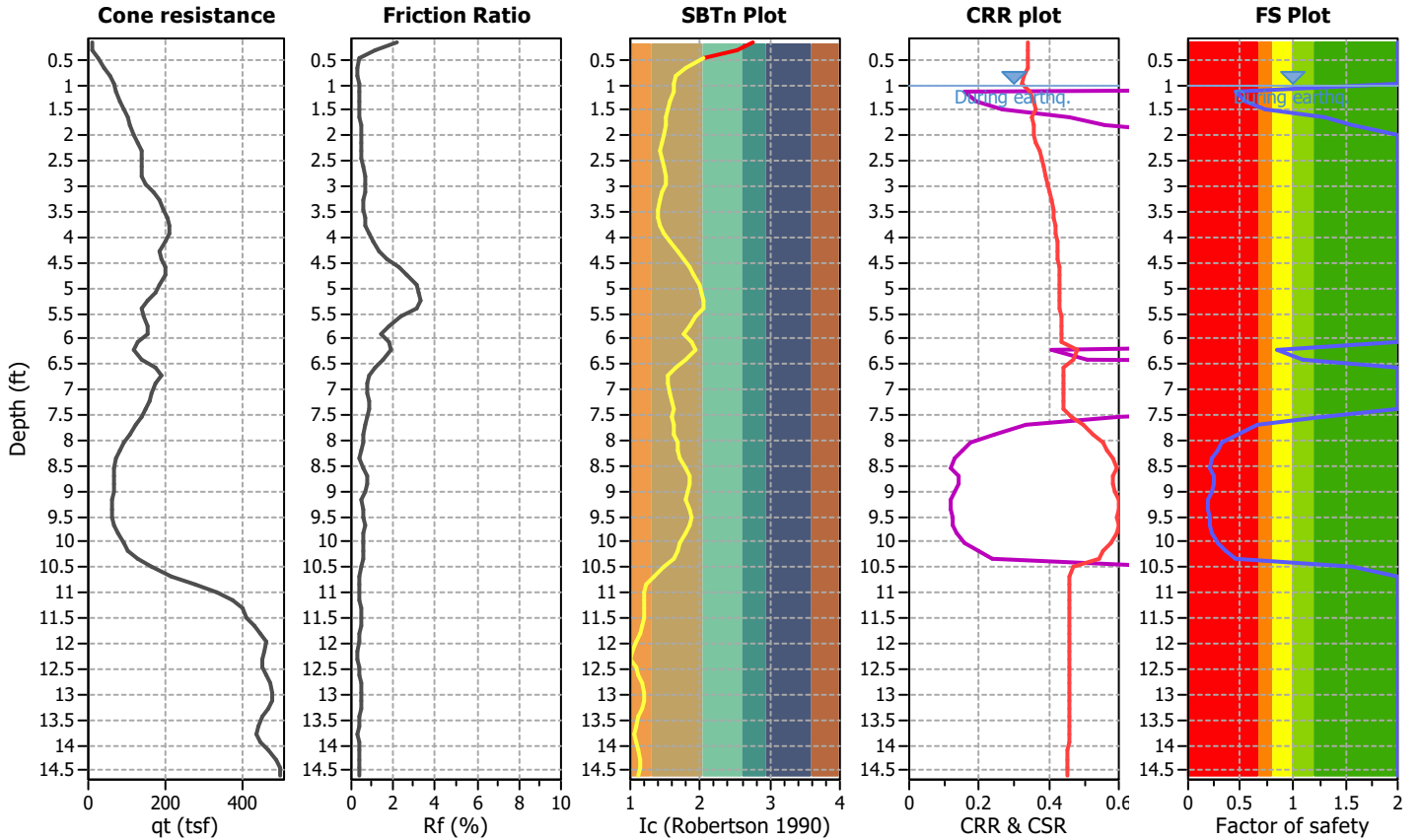
LIQUEFACTION ANALYSIS REPORT

Project title : Mono County Jail - Pre-RIC CPT Testing
CPT file : CPT-23-PRE-08

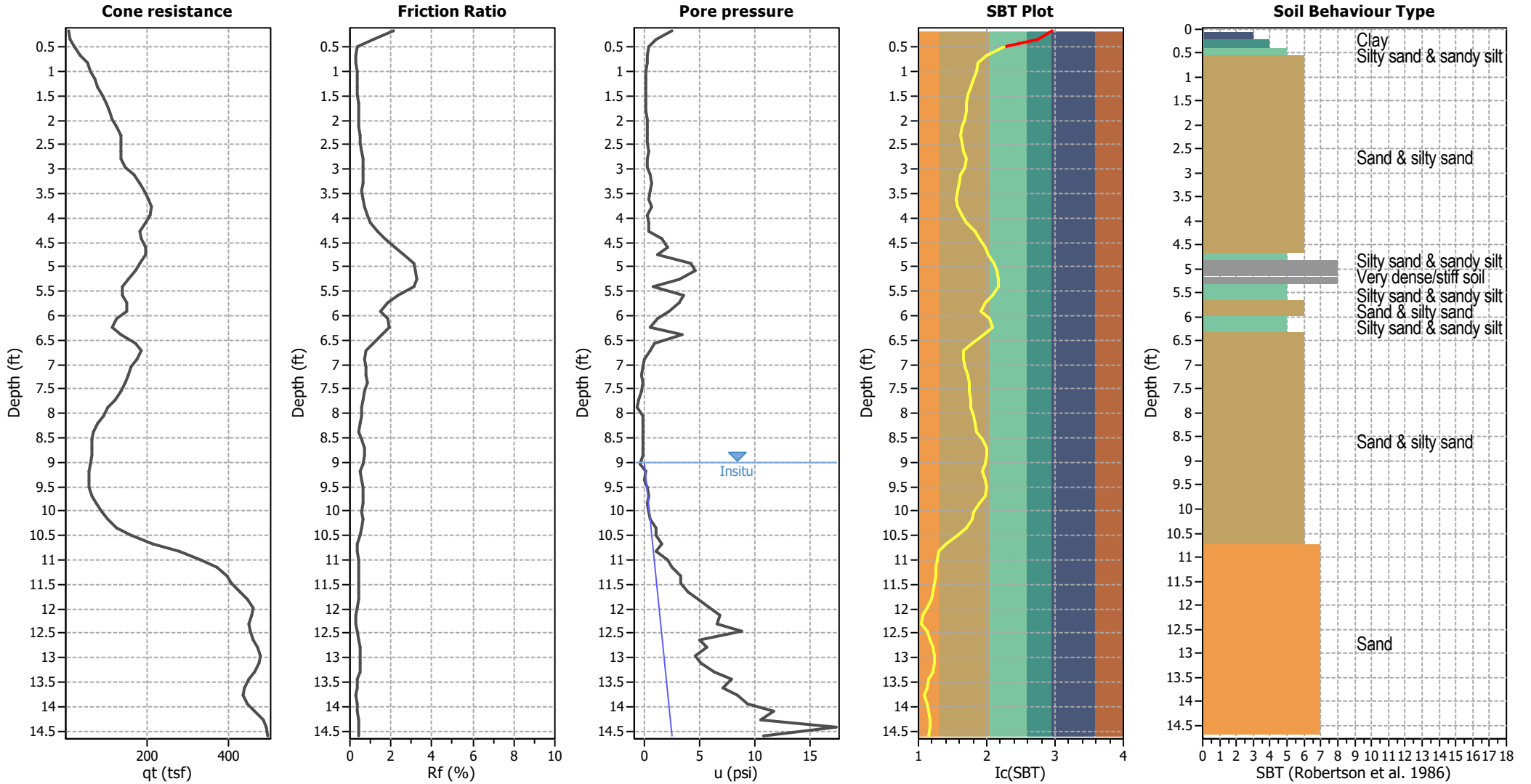
Location : Bridgeport, Mono County, CA

Input parameters and analysis data

Analysis method:	B&I (2014)	G.W.T. (in-situ):	9.00 ft	Use fill:	No	Clay like behavior applied:	Sands only
Fines correction method:	B&I (2014)	G.W.T. (earthq.):	1.00 ft	Fill height:	N/A	Limit depth applied:	No
Points to test:	Based on Ic value	Average results interval:	3	Fill weight:	N/A	Limit depth:	N/A
Earthquake magnitude M_w :	6.60	Ic cut-off value:	2.60	Trans. detect. applied:	Yes	MSF method:	Method based
Peak ground acceleration:	0.60	Unit weight calculation:	Based on SBT	K_σ applied:	Yes		



CPT basic interpretation plots



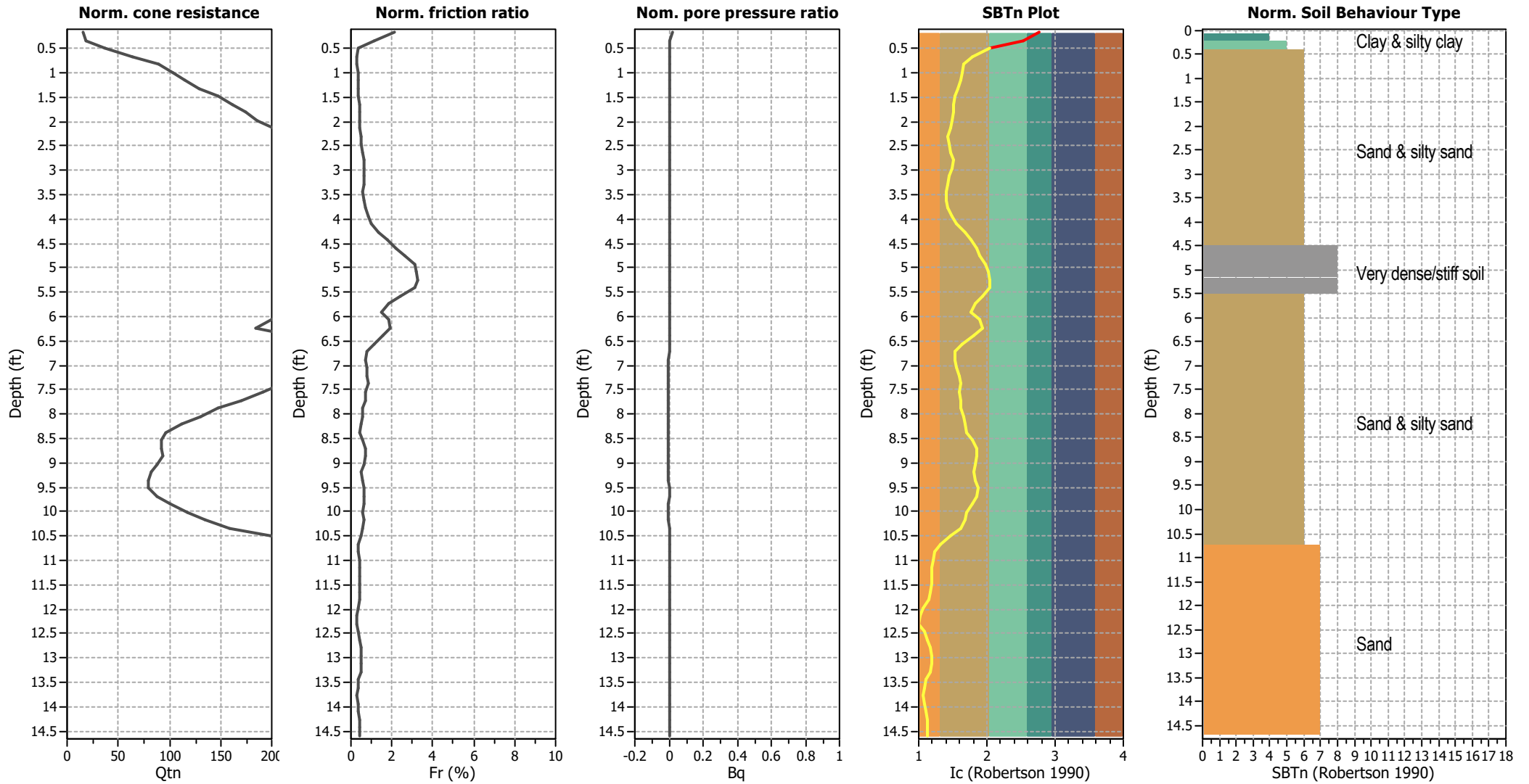
Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (erthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on Ic value	Ic cut-off value:	2.60	K ₀ applied:	Yes
Earthquake magnitude M _w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

SBT legend

1. Sensitive fine grained	4. Clayey silt to silty	7. Gravely sand to sand
2. Organic material	5. Silty sand to sandy silt	8. Very stiff sand to
3. Clay to silty clay	6. Clean sand to silty sand	9. Very stiff fine grained

CPT basic interpretation plots (normalized)



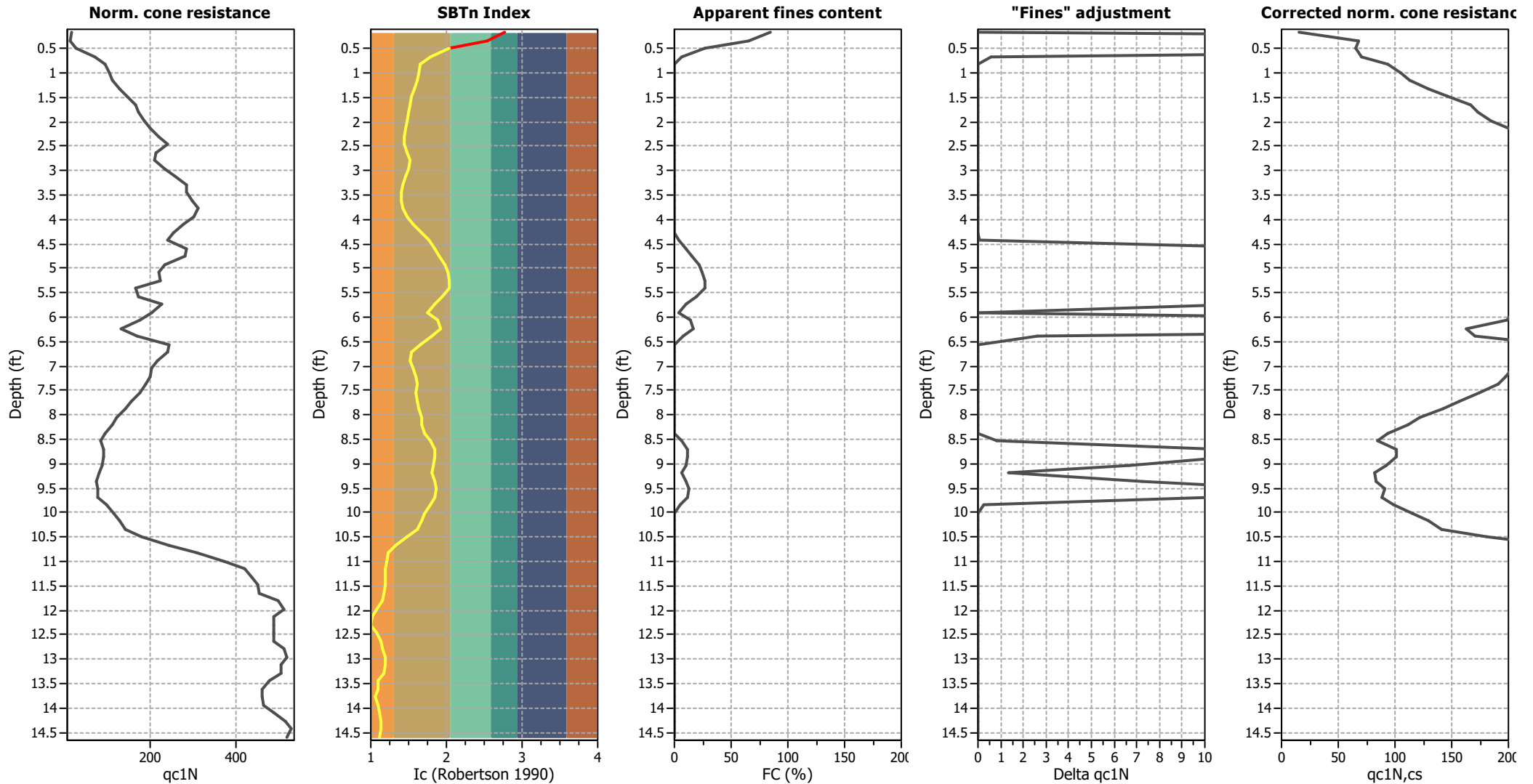
Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (erthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on Ic value	Ic cut-off value:	2.60	K_v applied:	Yes
Earthquake magnitude M_w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

SBTn legend

1. Sensitive fine grained	4. Clayey silt to silty	7. Gravely sand to sand
2. Organic material	5. Silty sand to sandy silt	8. Very stiff sand to
3. Clay to silty clay	6. Clean sand to silty sand	9. Very stiff fine grained

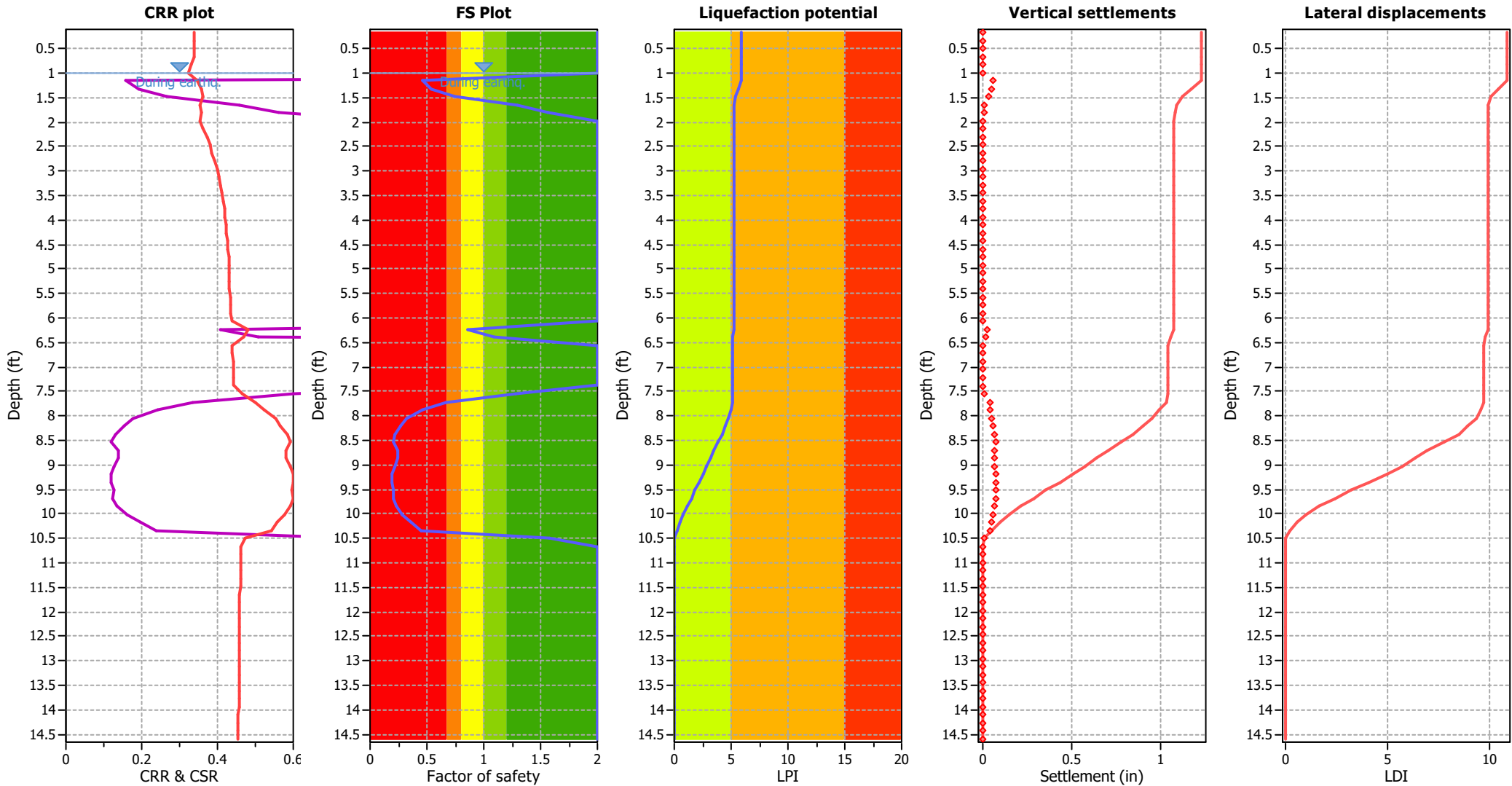
Liquefaction analysis overall plots (intermediate results)



Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (erthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on Ic value	Ic cut-off value:	2.60	K _σ applied:	Yes
Earthquake magnitude M _w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

Liquefaction analysis overall plots



Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (erthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on Ic value	Ic cut-off value:	2.60	K_{σ} applied:	Yes
Earthquake magnitude M_w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

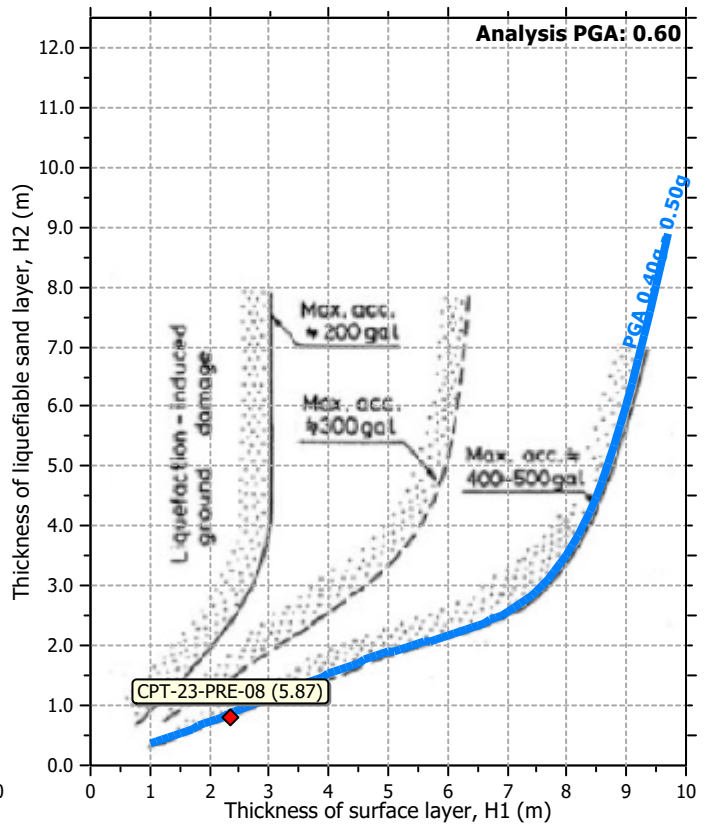
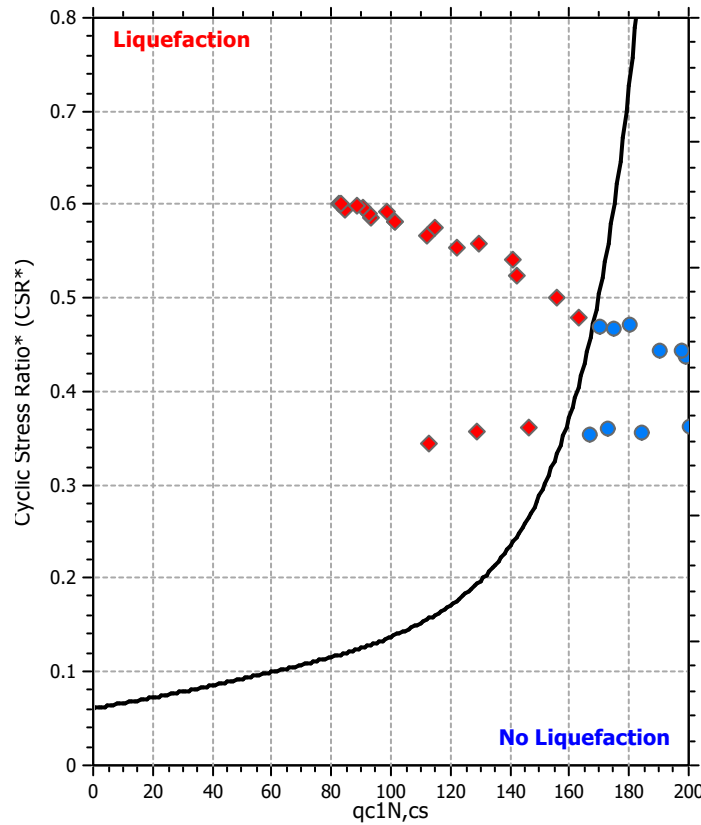
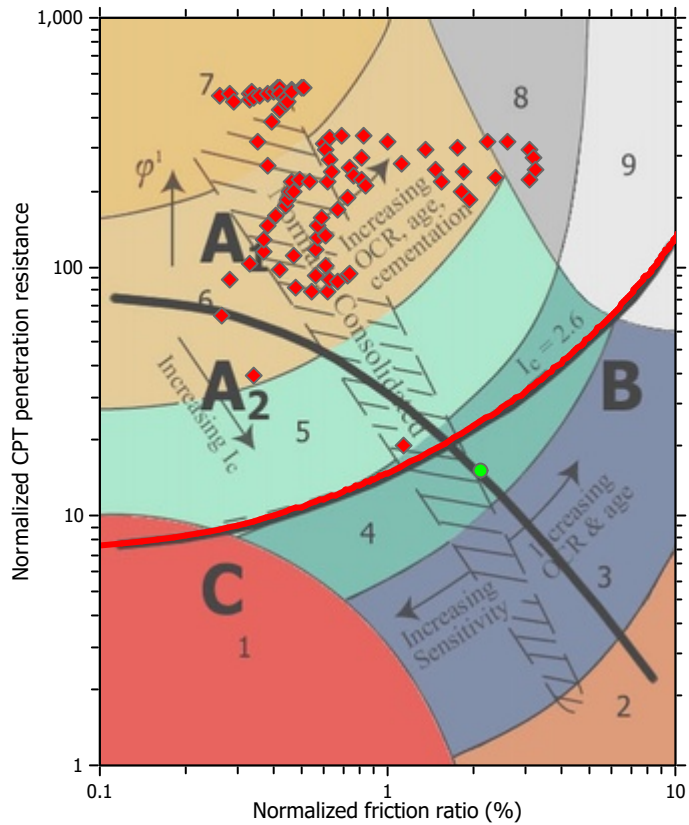
F.S. color scheme

- Almost certain it will liquefy
- Very likely to liquefy
- Liquefaction and no liq. are equally likely
- Unlike to liquefy
- Almost certain it will not liquefy

LPI color scheme

- Very high risk
- High risk
- Low risk

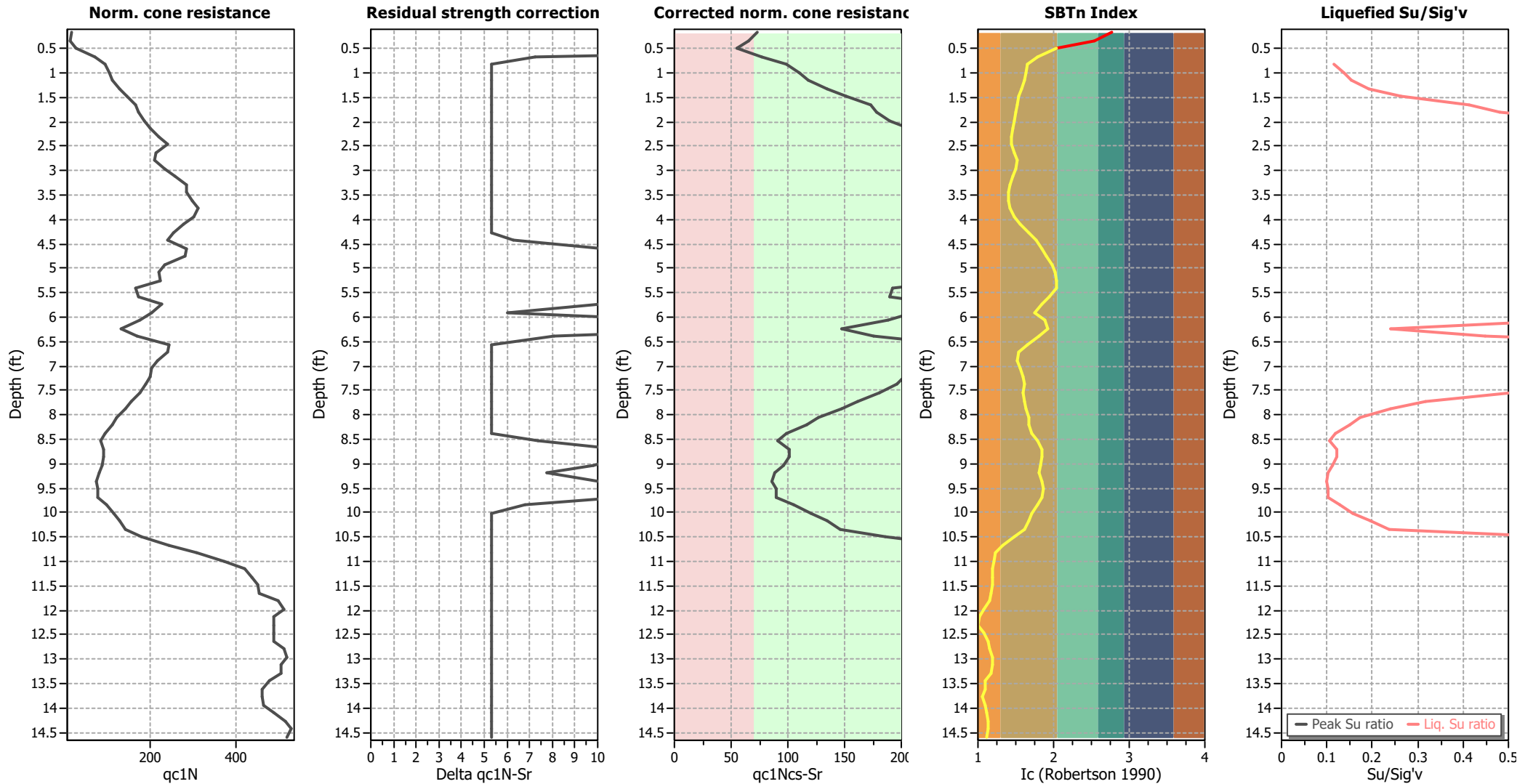
Liquefaction analysis summary plots



Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (erthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on Ic value	Ic cut-off value:	2.60	K _o applied:	Yes
Earthquake magnitude M _w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

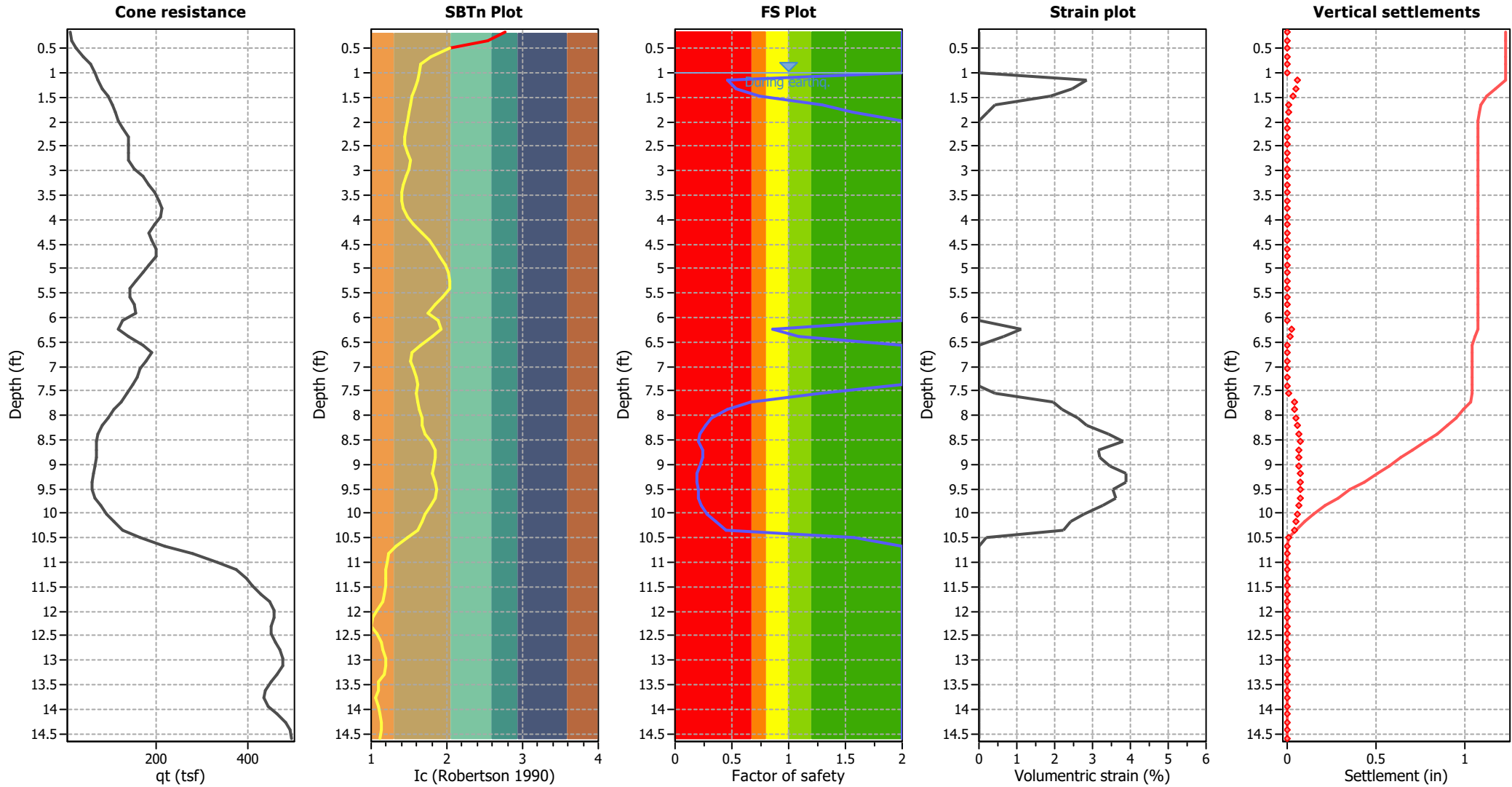
Check for strength loss plots (Idriss & Boulanger (2008))



Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (erthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on Ic value	Ic cut-off value:	2.60	K _σ applied:	Yes
Earthquake magnitude M _w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

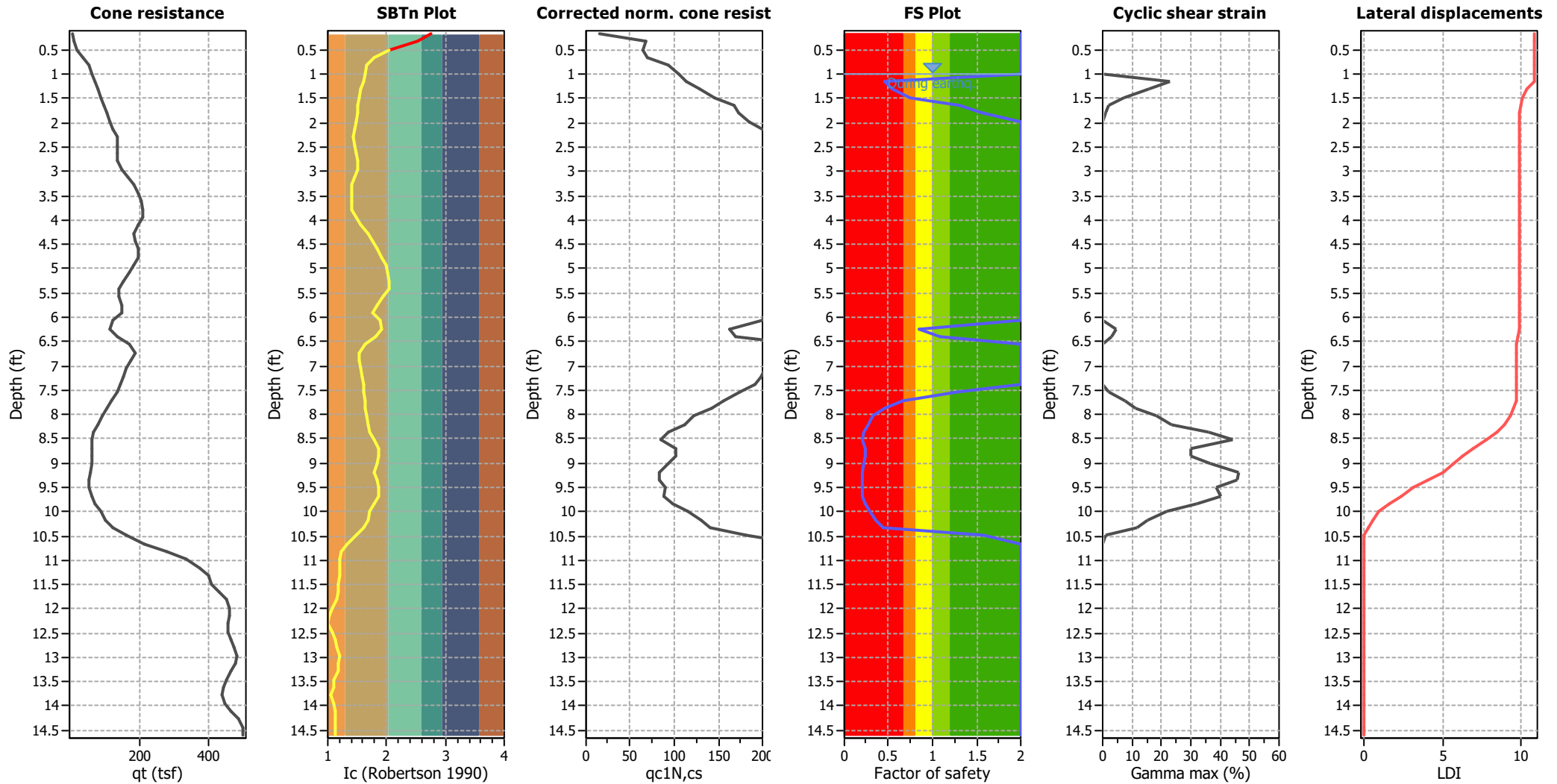
Estimation of post-earthquake settlements



Abbreviations

- q_c: Total cone resistance (cone resistance q_c corrected for pore water effects)
- I_c: Soil Behaviour Type Index
- FS: Calculated Factor of Safety against liquefaction
- Volumetric strain: Post-liquefaction volumetric strain

Estimation of post-earthquake lateral Displacements

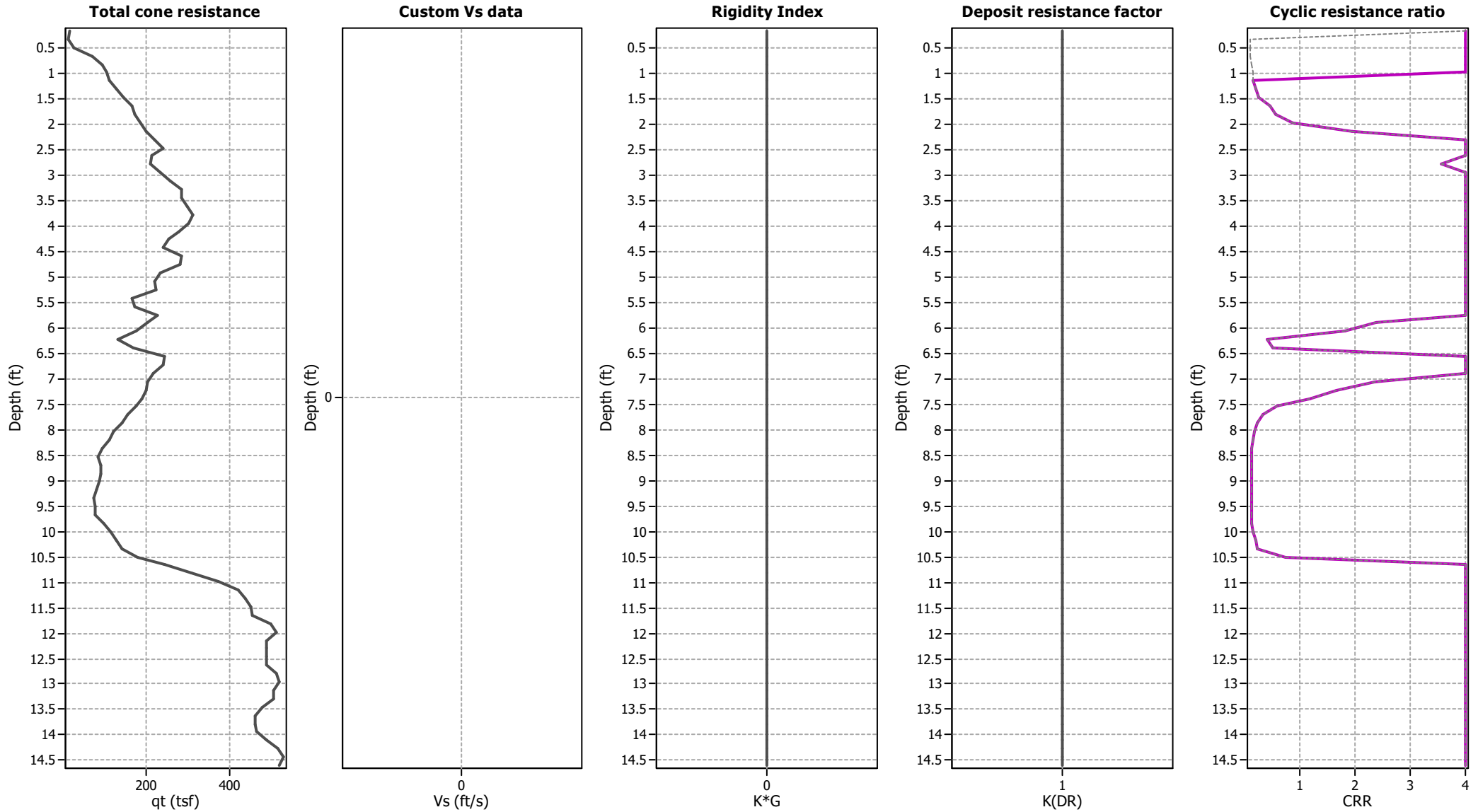


Abbreviations

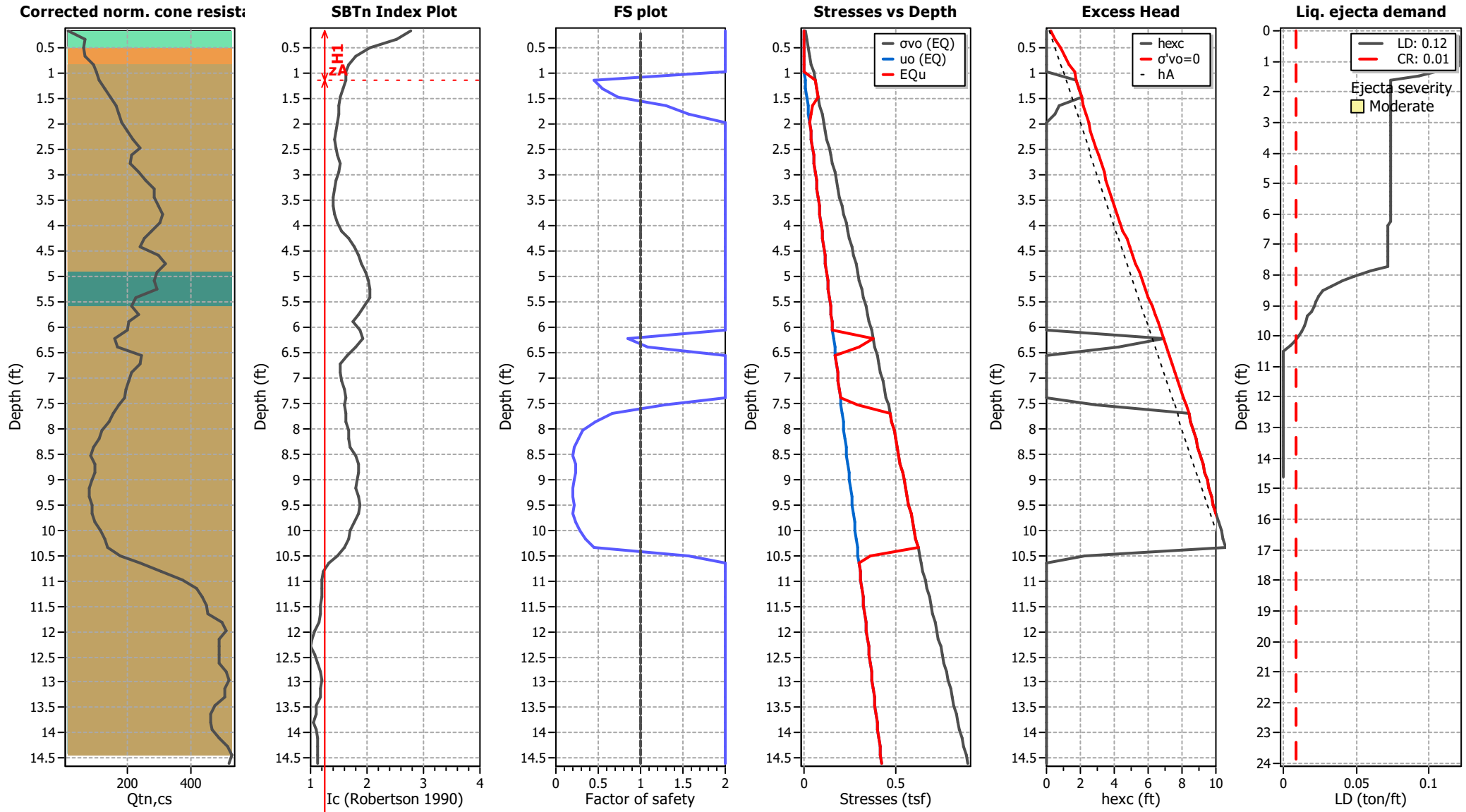
qt: Total cone resistance (cone resistance q_c corrected for pore water effects)
 Ic: Soil Behaviour Type Index
 qc1N,cs: Equivalent clean sand normalized CPT total cone resistance

F.S.: Factor of safety
 γ_{max} : Maximum cyclic shear strain
 LDI: Lateral displacement index

Aging Calculation Estimation



Ejecta Severity Estimation



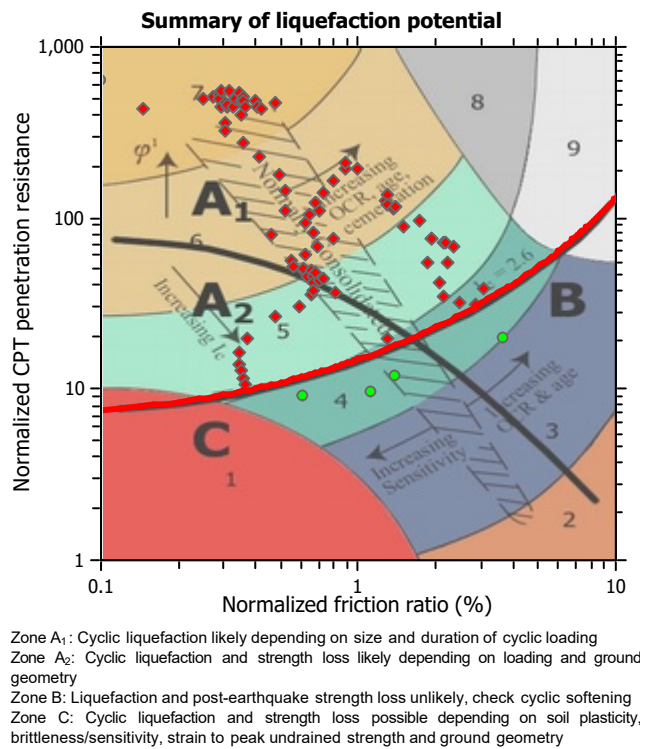
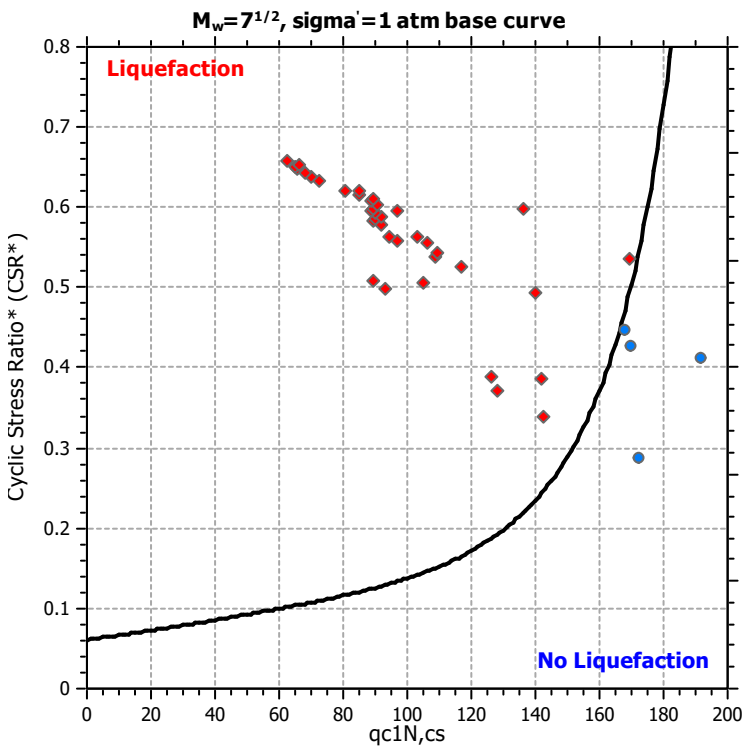
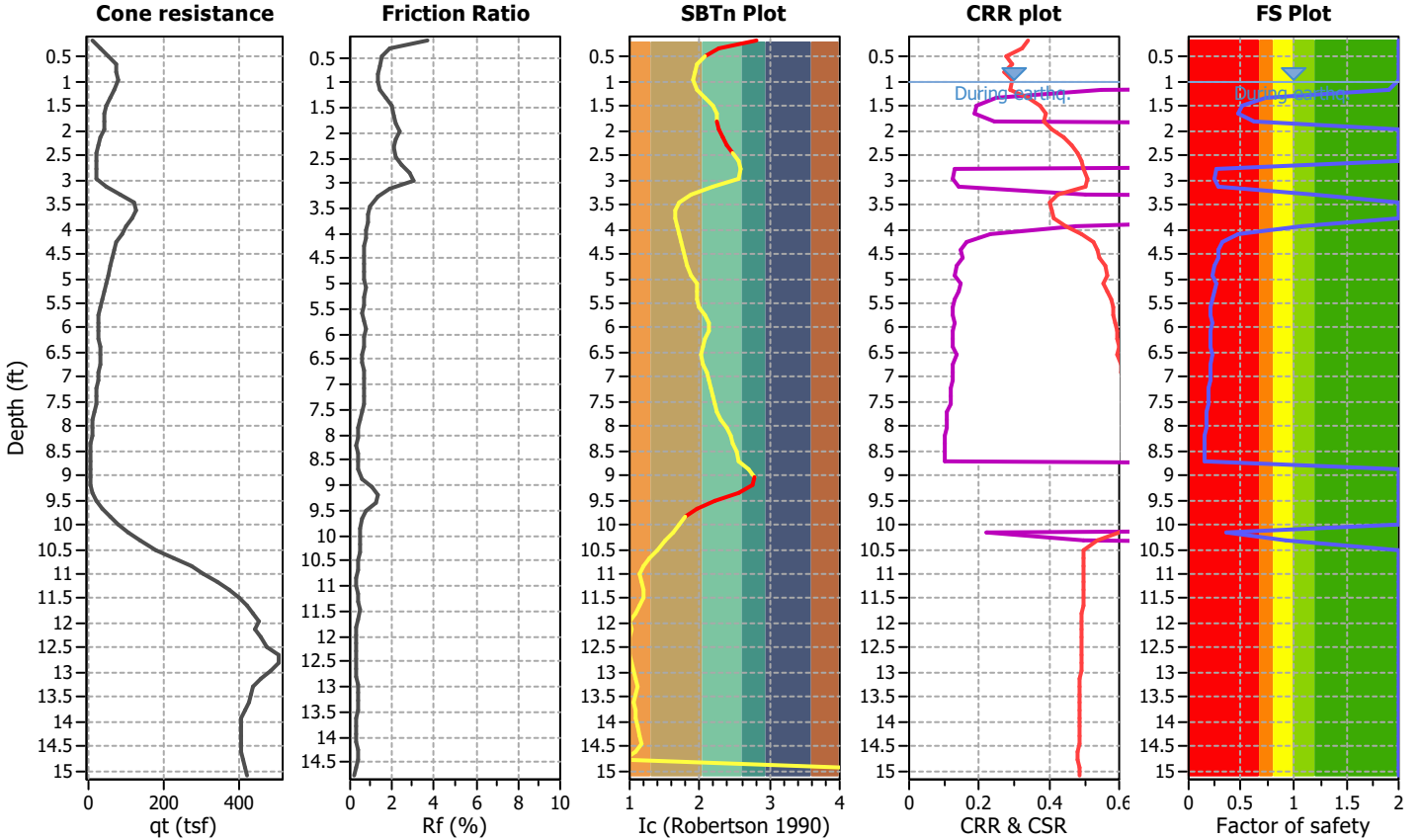
LIQUEFACTION ANALYSIS REPORT

Project title : Mono County Jail - Pre-RIC CPT Testing
CPT file : CPT-23-PRE-09

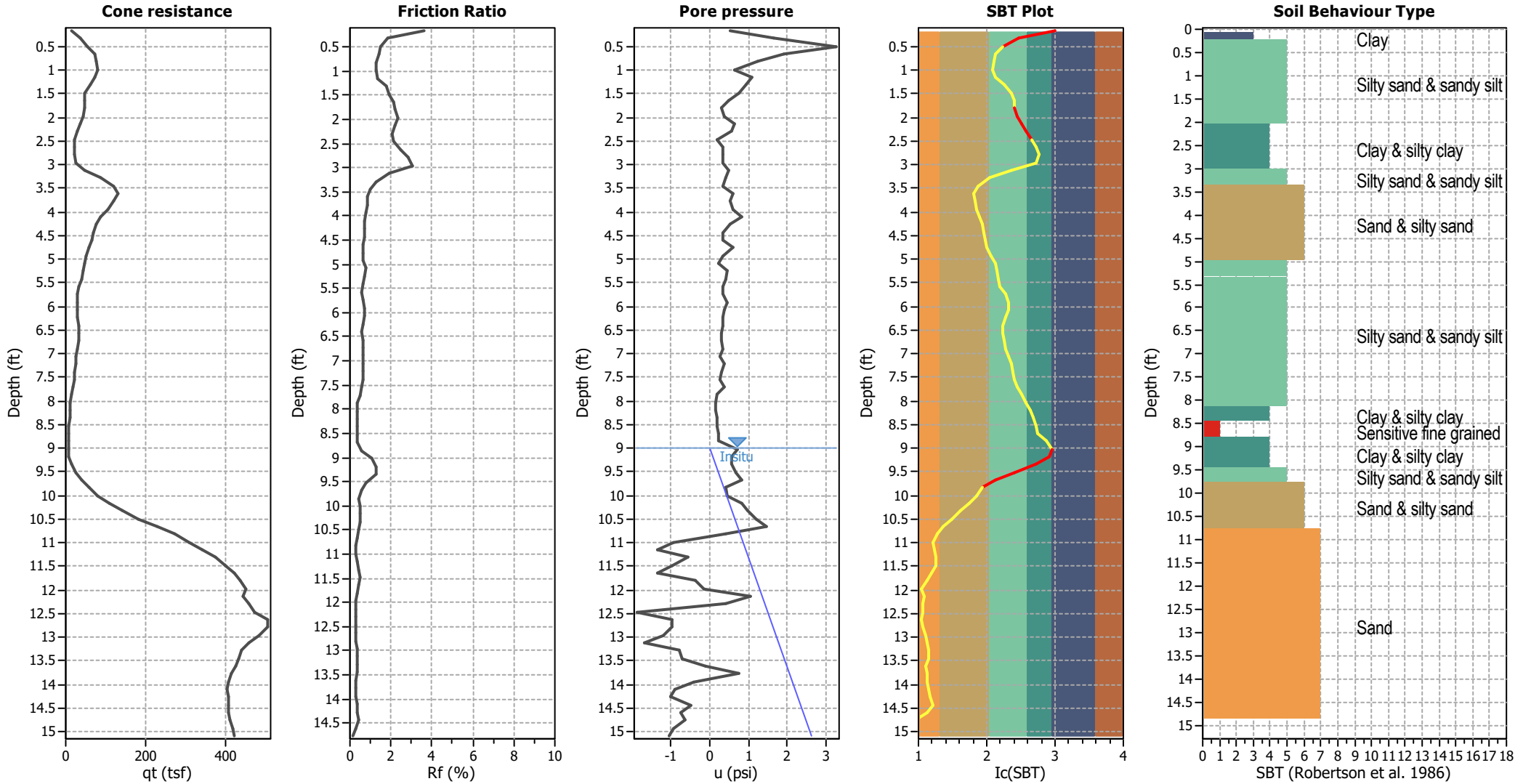
Location : Bridgeport, Mono County, CA

Input parameters and analysis data

Analysis method:	B&I (2014)	G.W.T. (in-situ):	9.00 ft	Use fill:	No	Clay like behavior applied:	Sands only
Fines correction method:	B&I (2014)	G.W.T. (earthq.):	1.00 ft	Fill height:	N/A	Limit depth applied:	No
Points to test:	Based on Ic value	Average results interval:	3	Fill weight:	N/A	Limit depth:	N/A
Earthquake magnitude M_w :	6.60	Ic cut-off value:	2.60	Trans. detect. applied:	Yes	MSF method:	Method based
Peak ground acceleration:	0.60	Unit weight calculation:	Based on SBT	K_σ applied:	Yes		



CPT basic interpretation plots



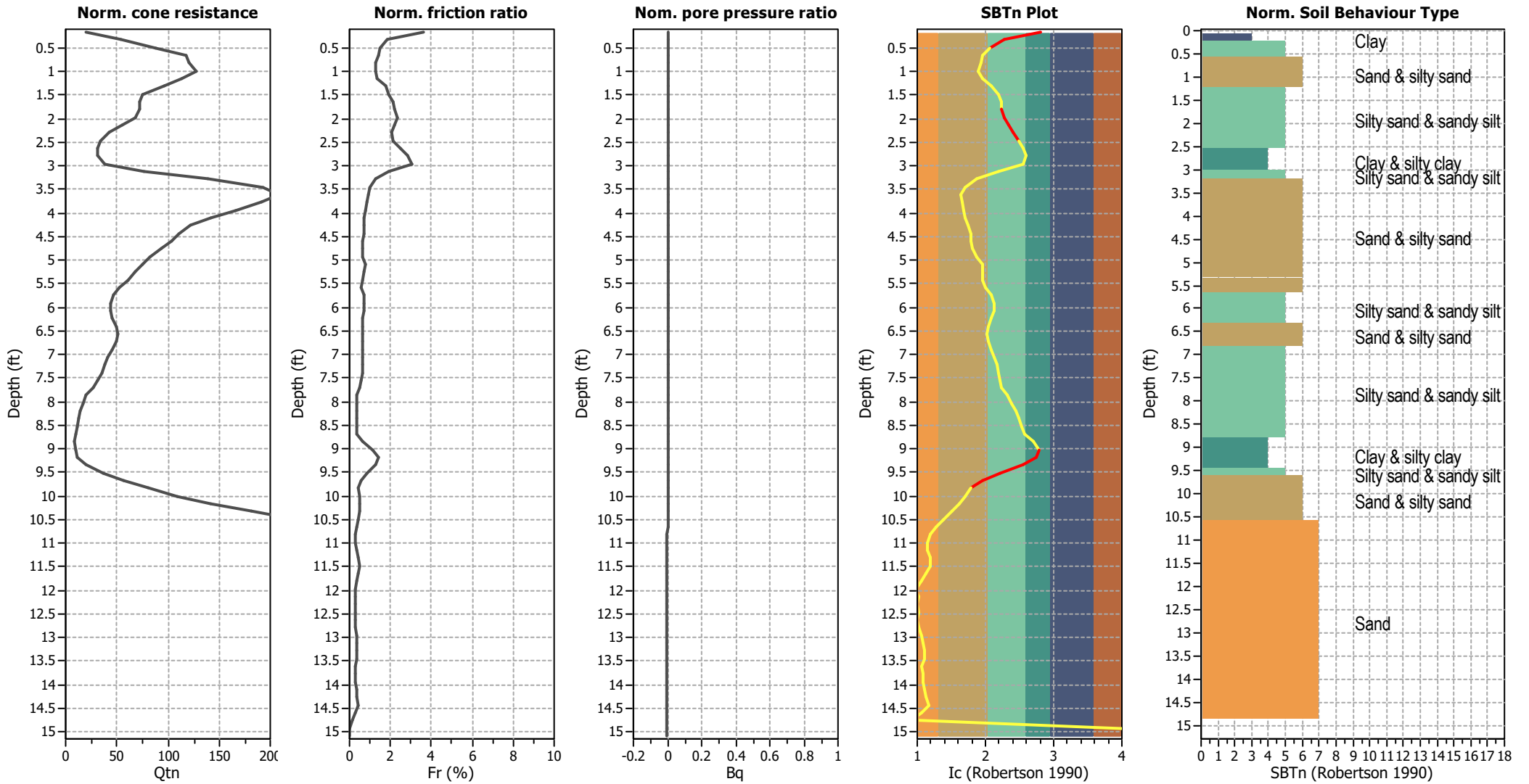
Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (erthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on Ic value	Ic cut-off value:	2.60	K_{σ} applied:	Yes
Earthquake magnitude M_w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

SBT legend

■ 1. Sensitive fine grained	■ 4. Clayey silt to silty	■ 7. Gravely sand to sand
■ 2. Organic material	■ 5. Silty sand to sandy silt	■ 8. Very stiff sand to
■ 3. Clay to silty clay	■ 6. Clean sand to silty sand	■ 9. Very stiff fine grained

CPT basic interpretation plots (normalized)



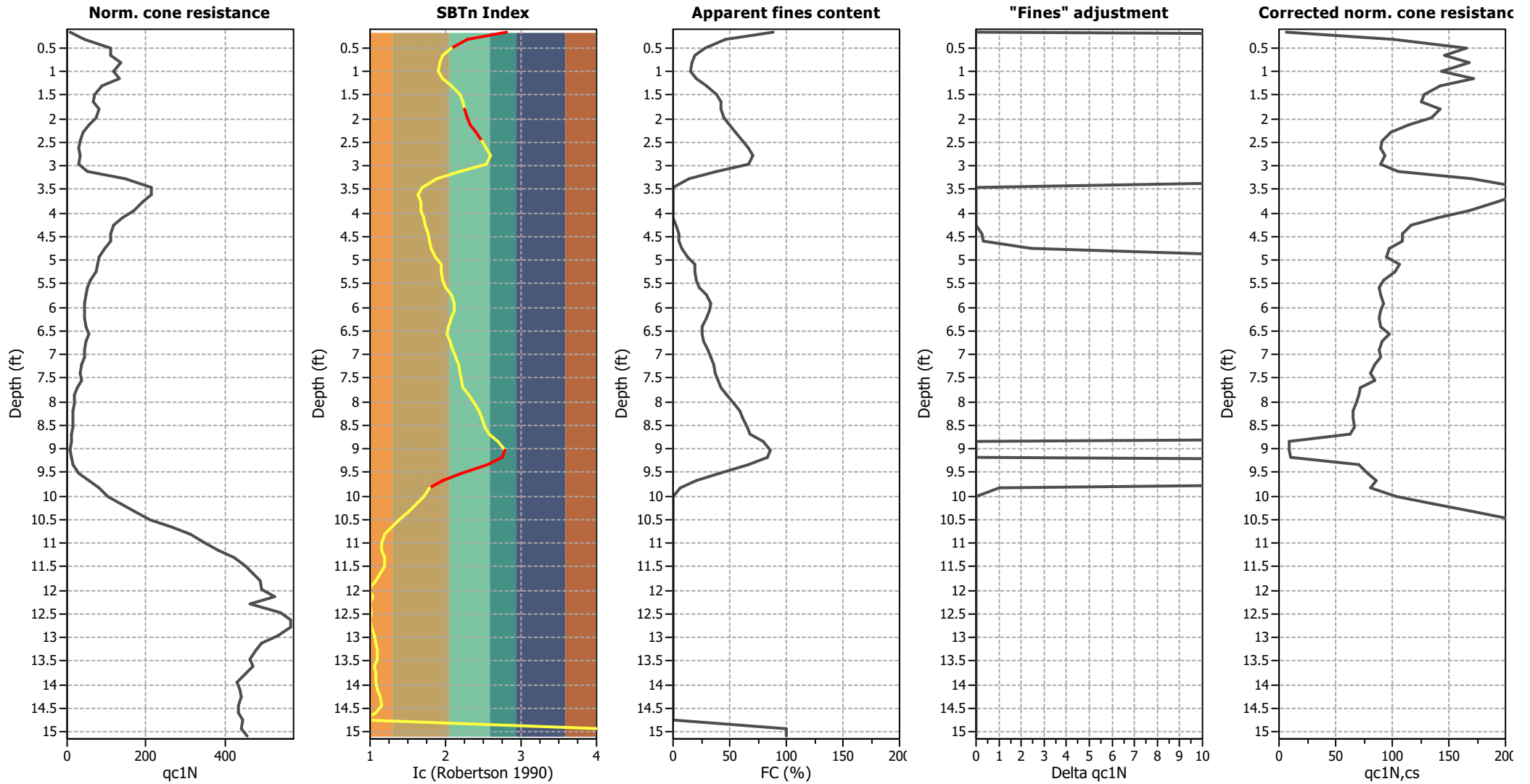
Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (erthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on Ic value	Ic cut-off value:	2.60	K_g applied:	Yes
Earthquake magnitude M_w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

SBTn legend

1. Sensitive fine grained	4. Clayey silt to silty	7. Gravely sand to sand
2. Organic material	5. Silty sand to sandy silt	8. Very stiff sand to
3. Clay to silty clay	6. Clean sand to silty sand	9. Very stiff fine grained

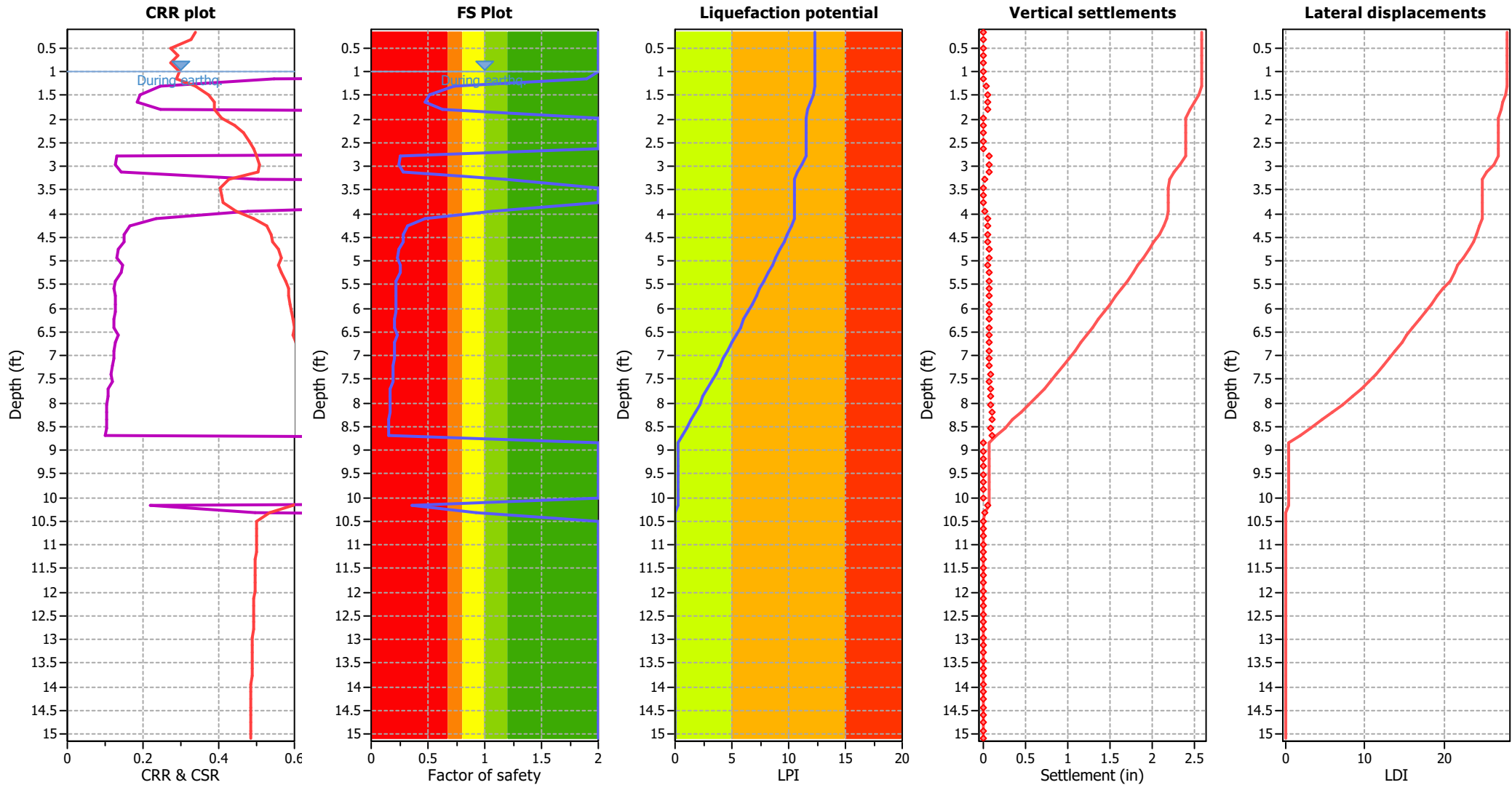
Liquefaction analysis overall plots (intermediate results)



Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (erthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on Ic value	Ic cut-off value:	2.60	K _σ applied:	Yes
Earthquake magnitude M _w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

Liquefaction analysis overall plots



Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (erthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on Ic value	Ic cut-off value:	2.60	K_{σ} applied:	Yes
Earthquake magnitude M_w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

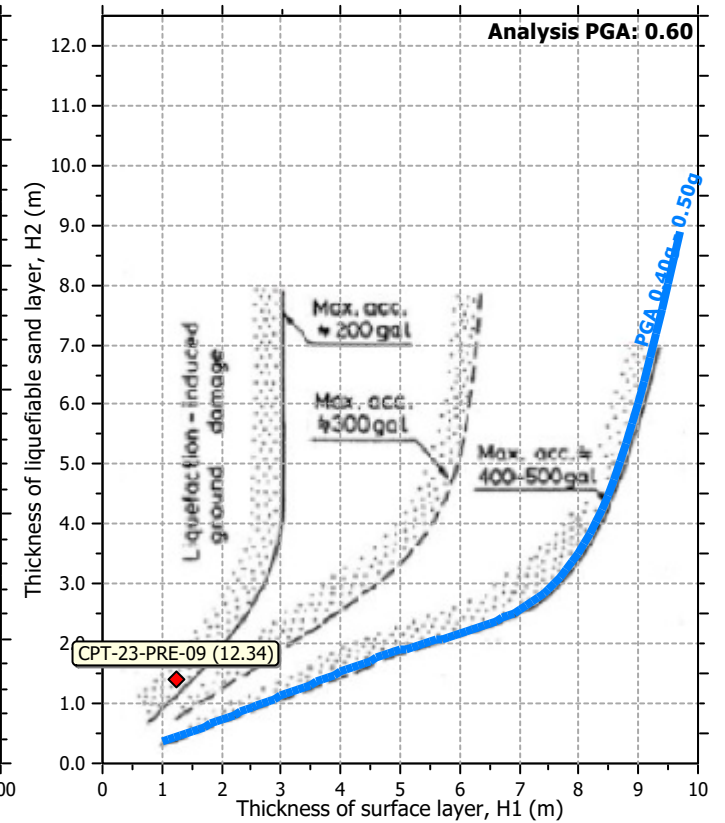
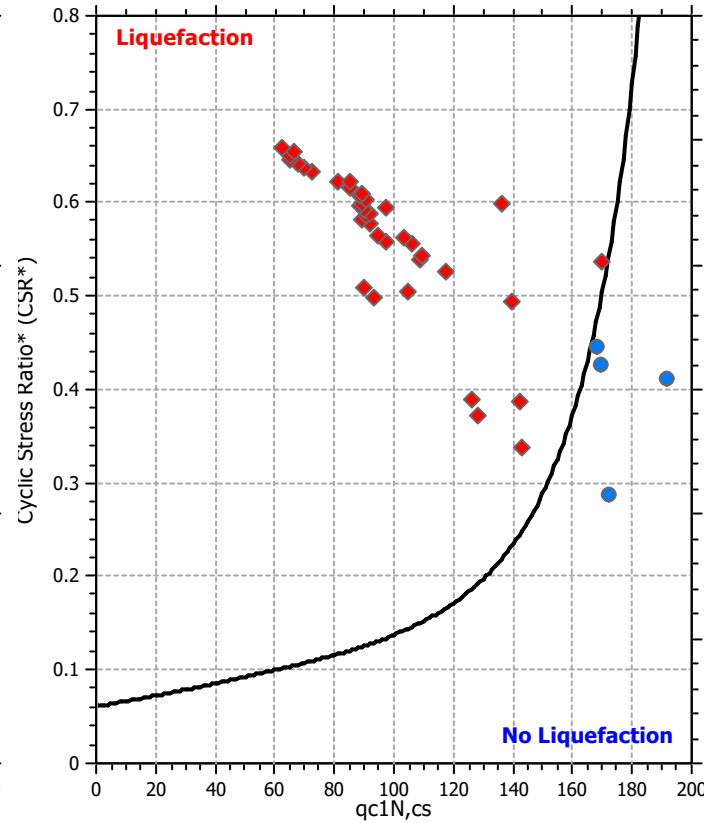
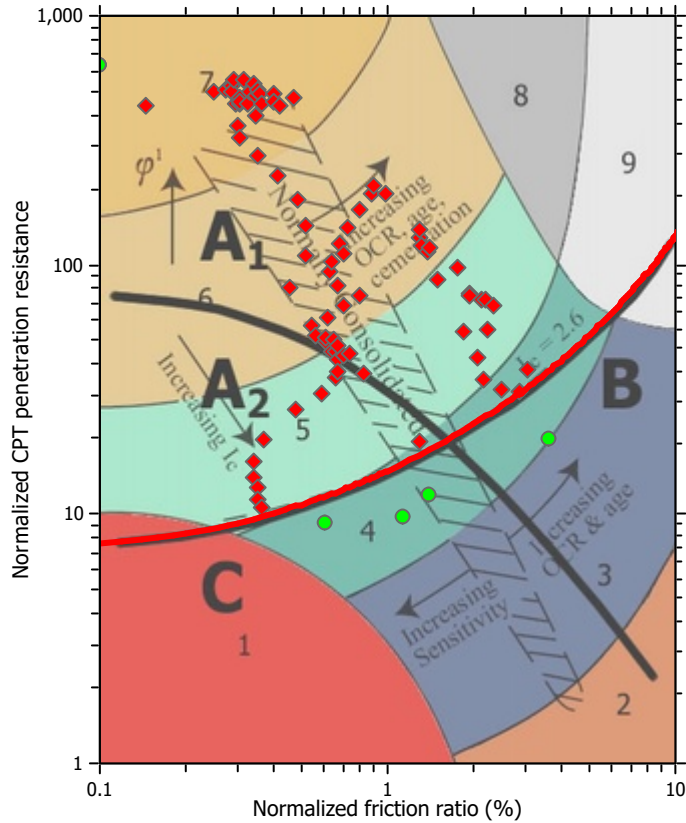
F.S. color scheme

- Almost certain it will liquefy
- Very likely to liquefy
- Liquefaction and no liq. are equally likely
- Unlike to liquefy
- Almost certain it will not liquefy

LPI color scheme

- Very high risk
- High risk
- Low risk

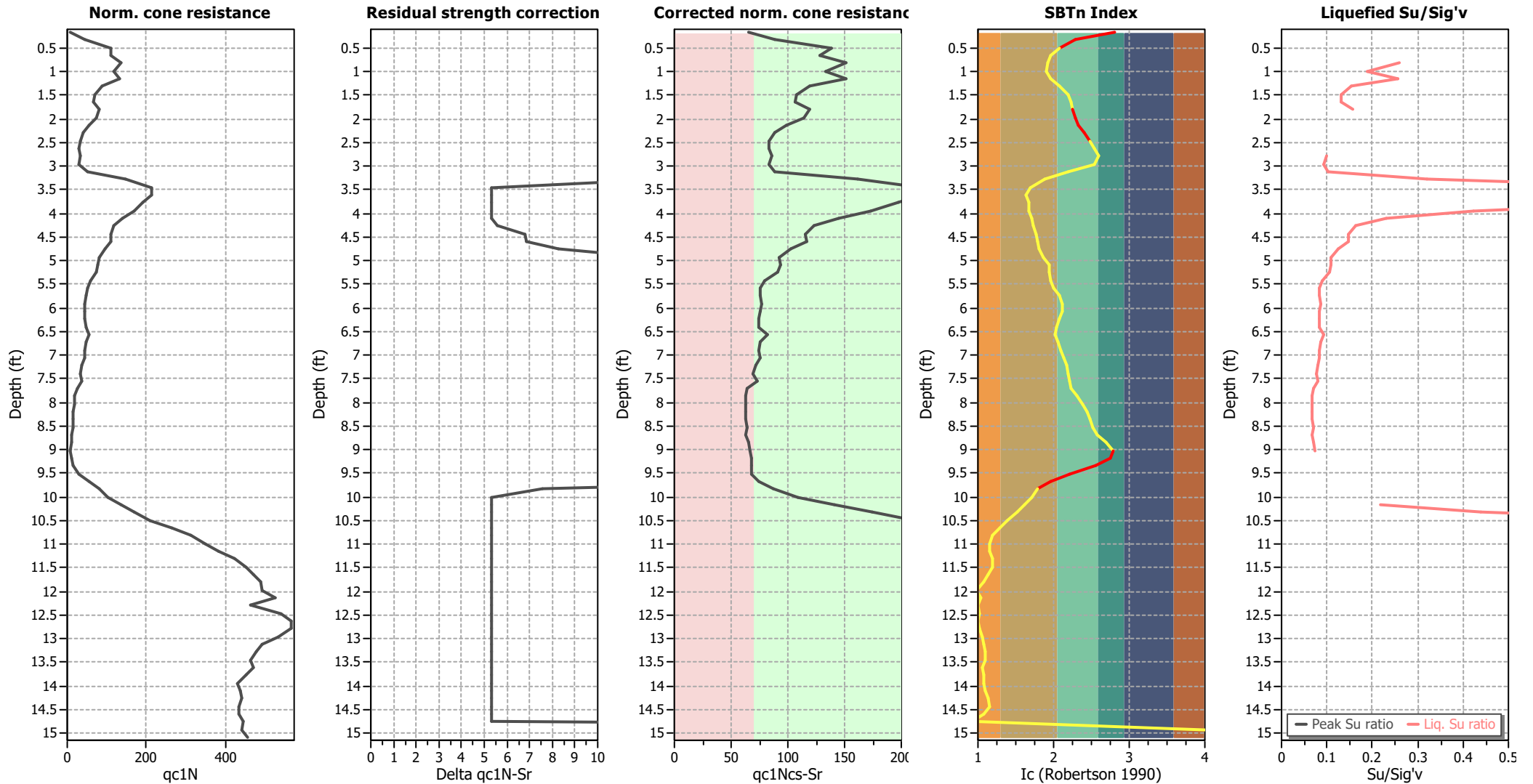
Liquefaction analysis summary plots



Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (erthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on Ic value	Ic cut-off value:	2.60	K_{ϕ} applied:	Yes
Earthquake magnitude M_w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

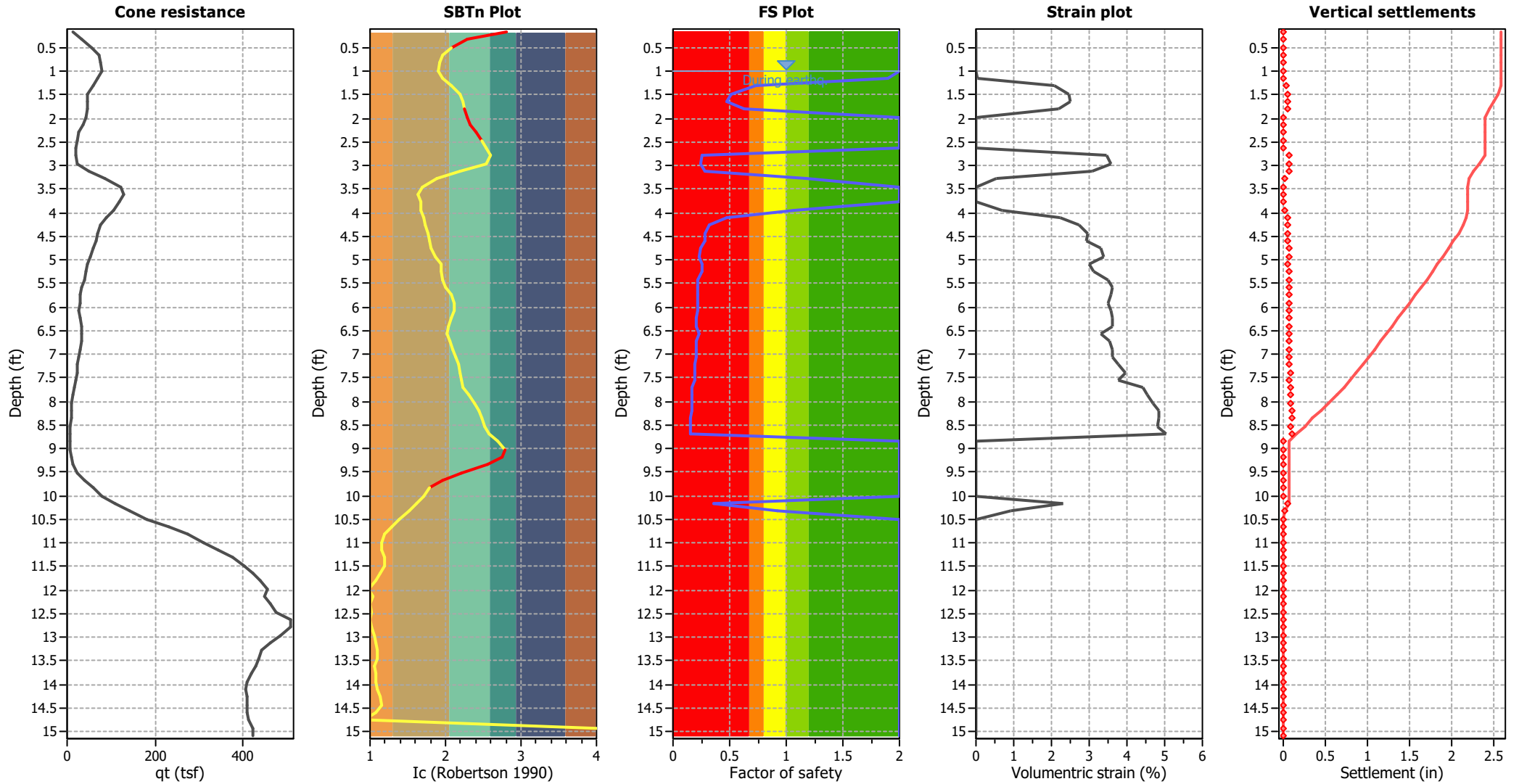
Check for strength loss plots (Idriss & Boulanger (2008))



Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (erthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on Ic value	Ic cut-off value:	2.60	K _σ applied:	Yes
Earthquake magnitude M _w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

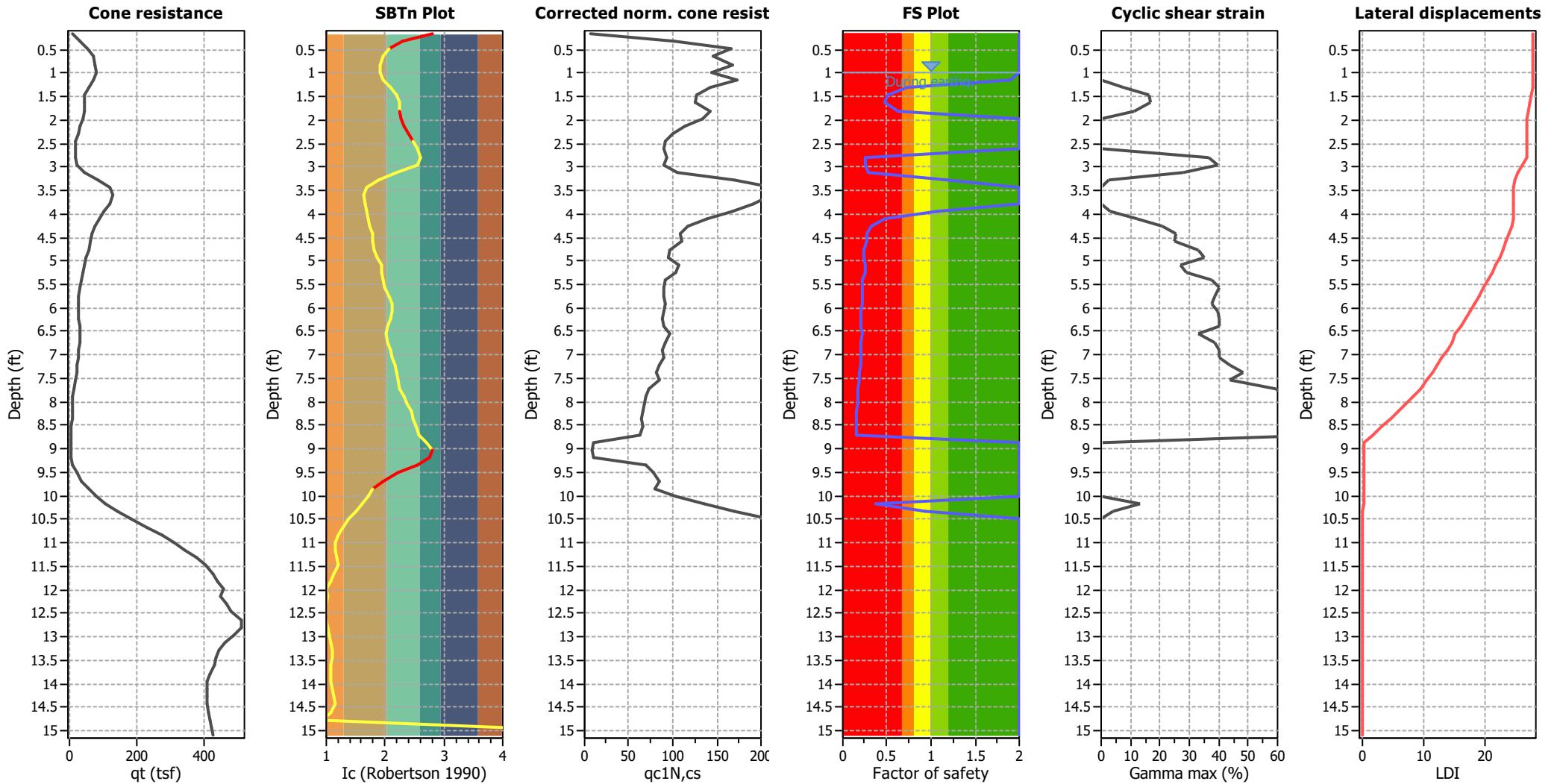
Estimation of post-earthquake settlements



Abbreviations

- q_c: Total cone resistance (cone resistance q_c corrected for pore water effects)
- I_c: Soil Behaviour Type Index
- FS: Calculated Factor of Safety against liquefaction
- Volumetric strain: Post-liquefaction volumetric strain

Estimation of post-earthquake lateral Displacements

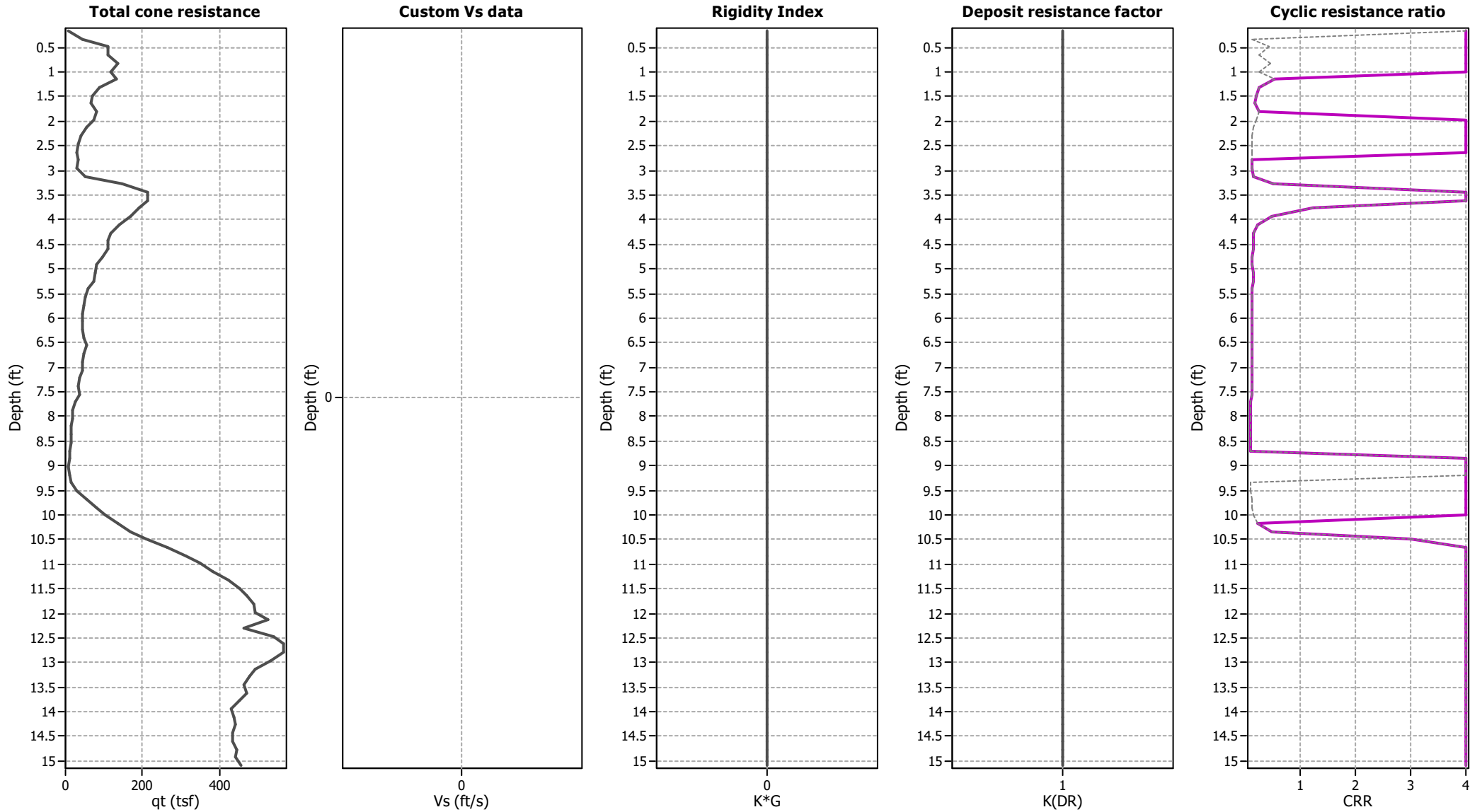


Abbreviations

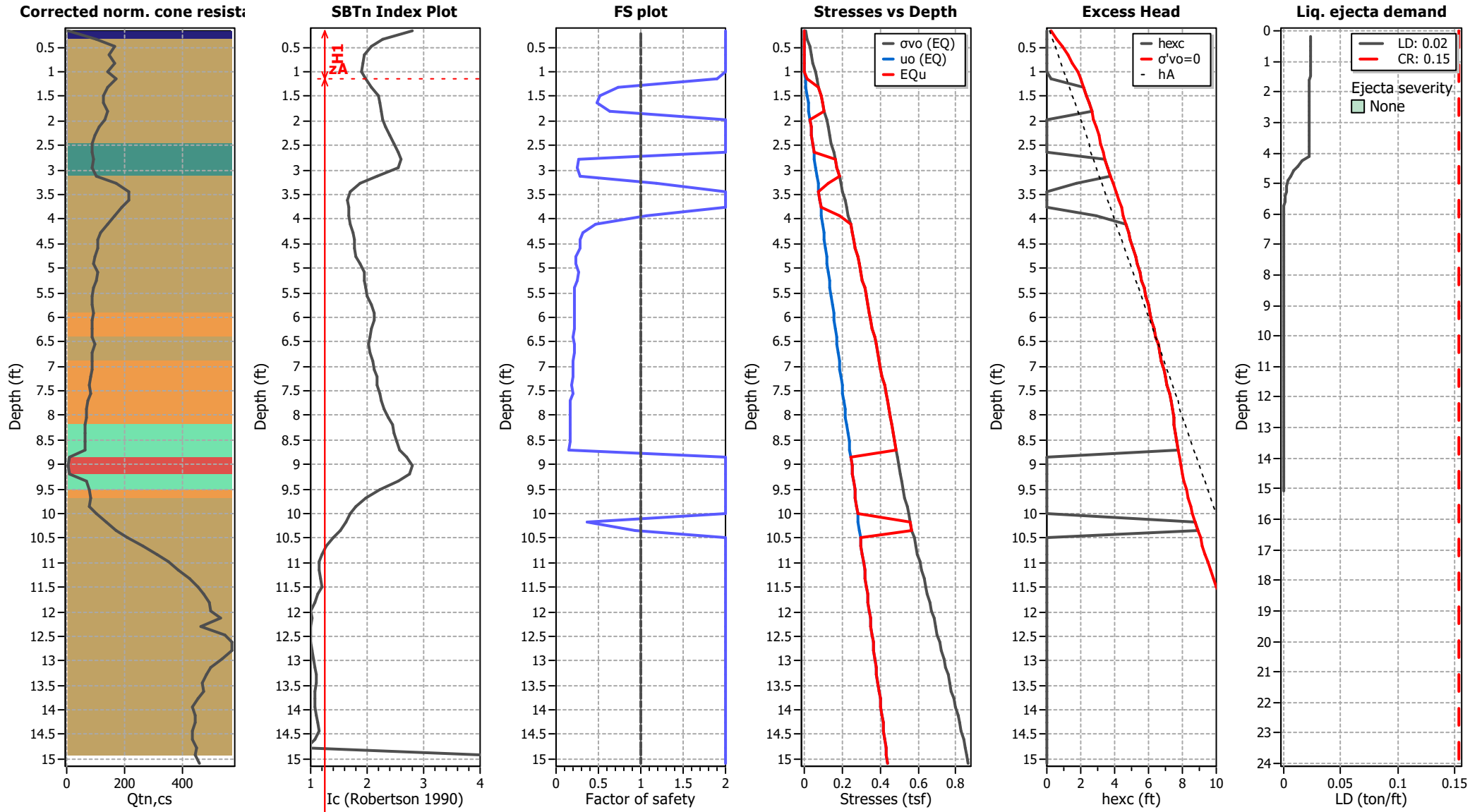
qt: Total cone resistance (cone resistance q_c corrected for pore water effects)
 Ic: Soil Behaviour Type Index
 qc1N,cs: Equivalent clean sand normalized CPT total cone resistance

F.S.: Factor of safety
 γ_{max} : Maximum cyclic shear strain
 LDI: Lateral displacement index

Aging Calculation Estimation



Ejecta Severity Estimation



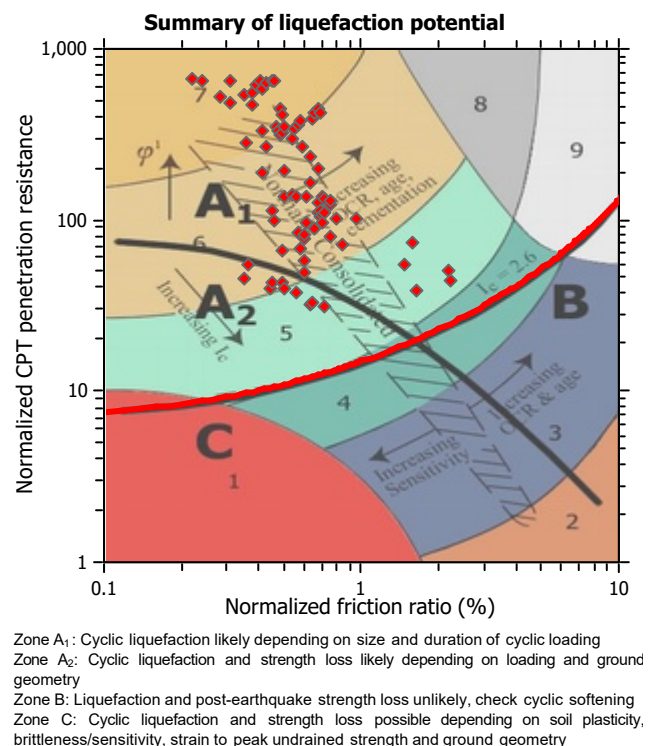
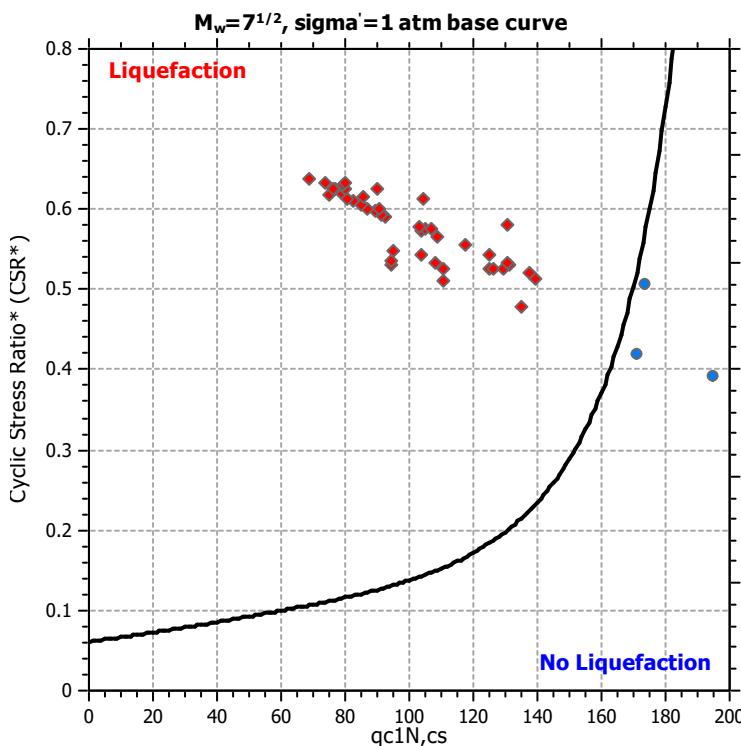
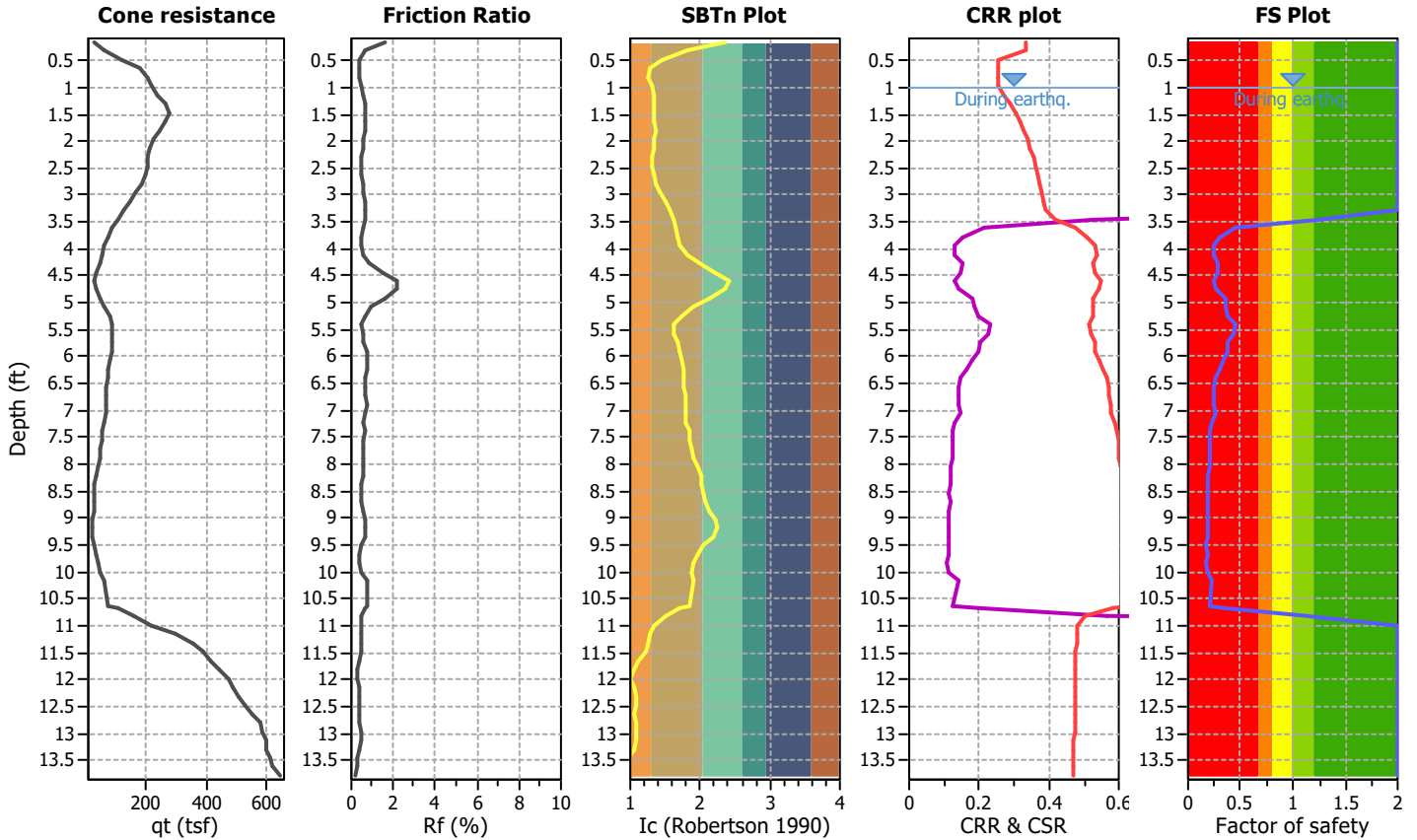
LIQUEFACTION ANALYSIS REPORT

Project title : Mono County Jail - Pre-RIC CPT Testing
CPT file : CPT-23-PRE-10

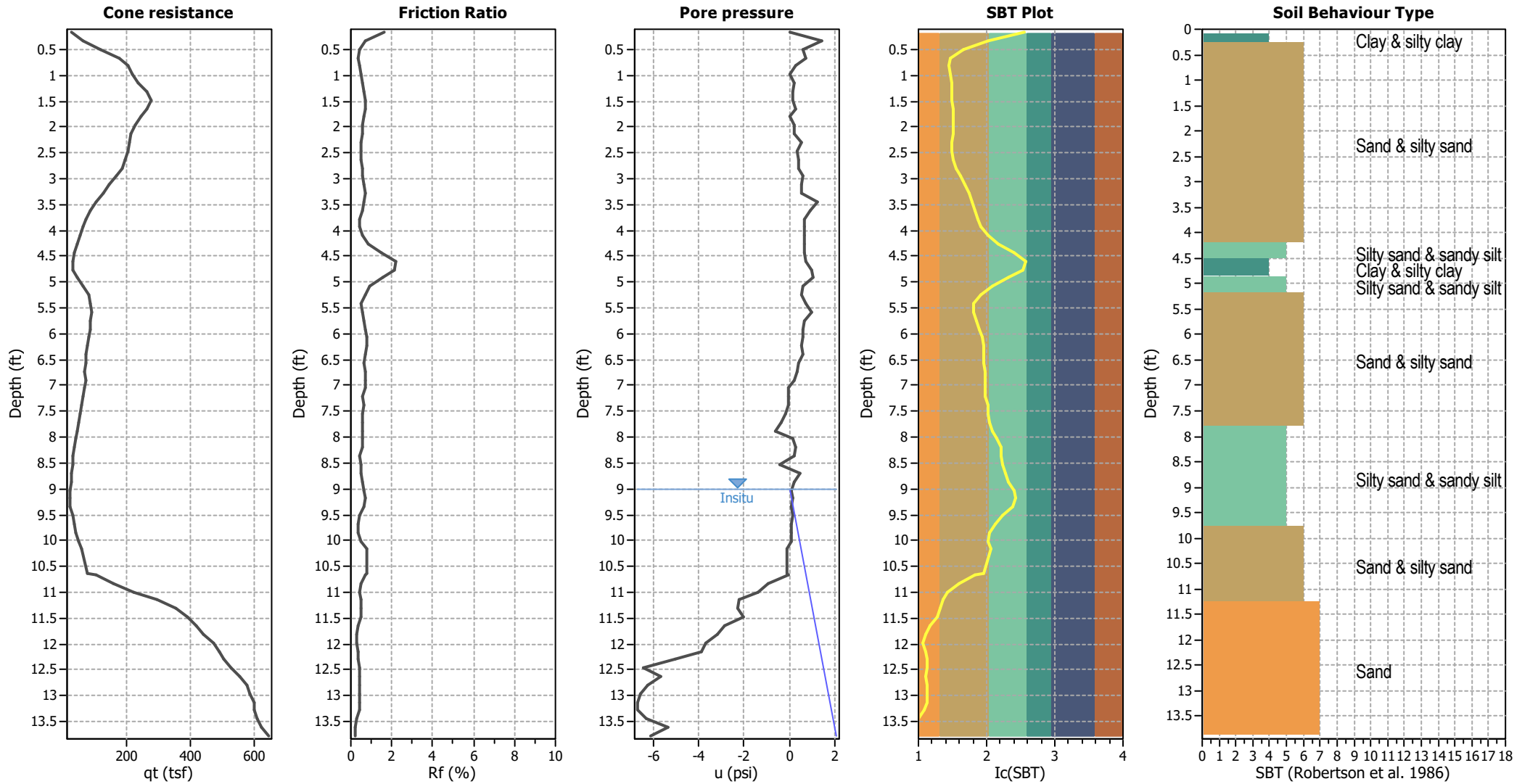
Location : Bridgeport, Mono County, CA

Input parameters and analysis data

Analysis method:	B&I (2014)	G.W.T. (in-situ):	9.00 ft	Use fill:	No	Clay like behavior applied:	Sands only
Fines correction method:	B&I (2014)	G.W.T. (earthq.):	1.00 ft	Fill height:	N/A	Limit depth applied:	No
Points to test:	Based on Ic value	Average results interval:	3	Fill weight:	N/A	Limit depth:	N/A
Earthquake magnitude M_w :	6.60	Ic cut-off value:	2.60	Trans. detect. applied:	Yes	MSF method:	Method based
Peak ground acceleration:	0.60	Unit weight calculation:	Based on SBT	K_σ applied:	Yes		



CPT basic interpretation plots



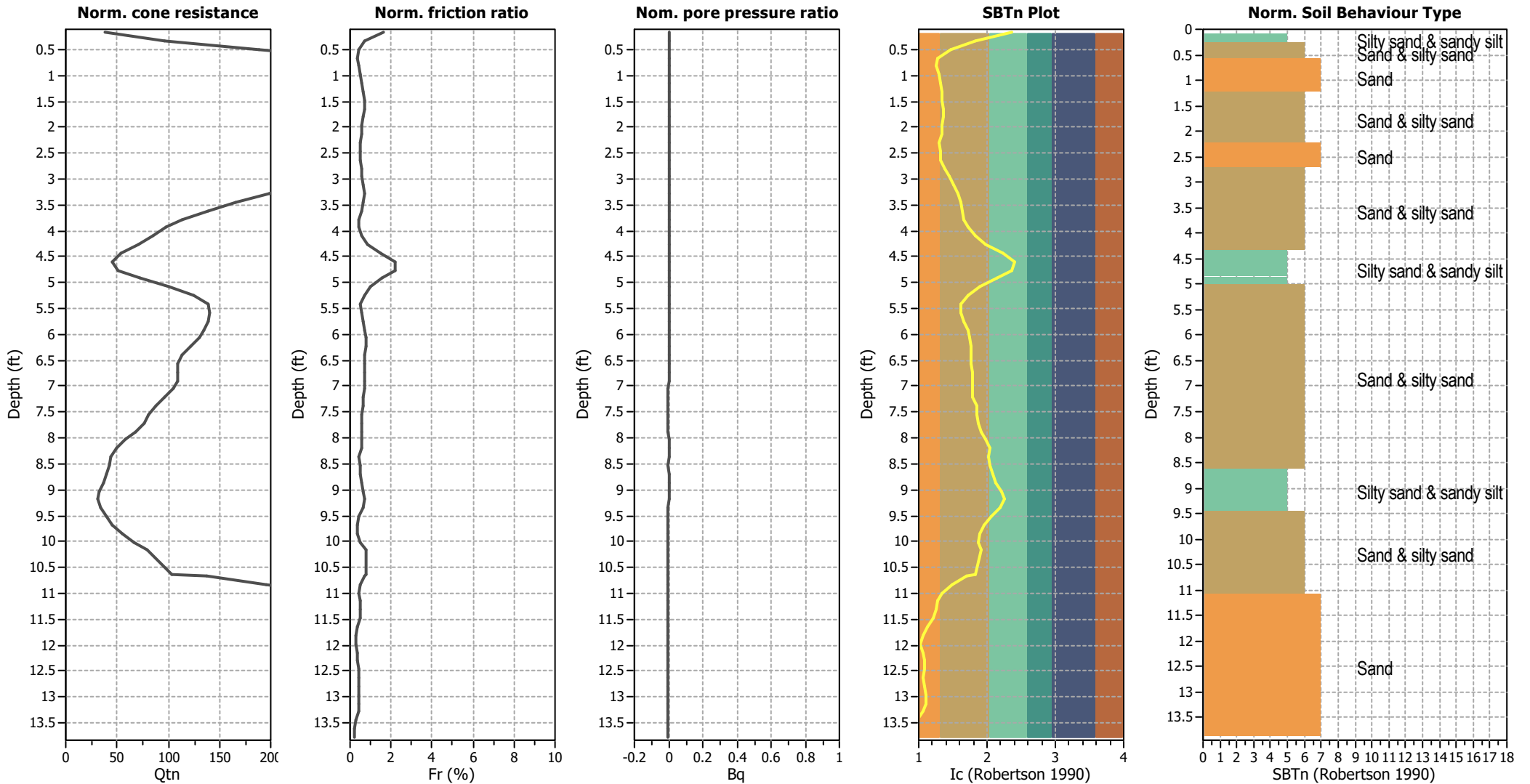
Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (erthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on Ic value	Ic cut-off value:	2.60	K_v applied:	Yes
Earthquake magnitude M_w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

SBT legend

1. Sensitive fine grained	4. Clayey silt to silty	7. Gravely sand to sand
2. Organic material	5. Silty sand to sandy silt	8. Very stiff sand to
3. Clay to silty clay	6. Clean sand to silty sand	9. Very stiff fine grained

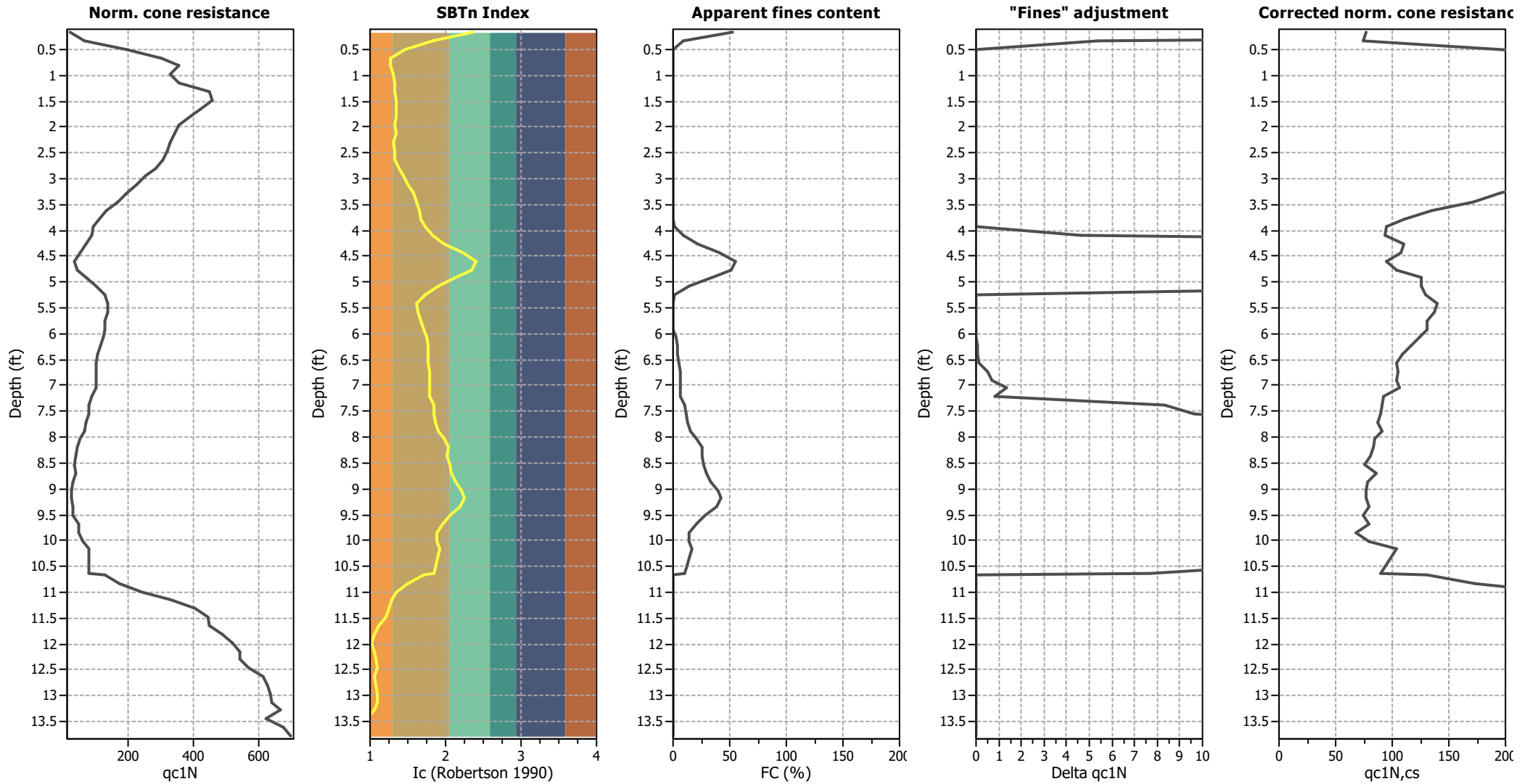
CPT basic interpretation plots (normalized)



Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (erthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on Ic value	Ic cut-off value:	2.60	K_v applied:	Yes
Earthquake magnitude M_w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

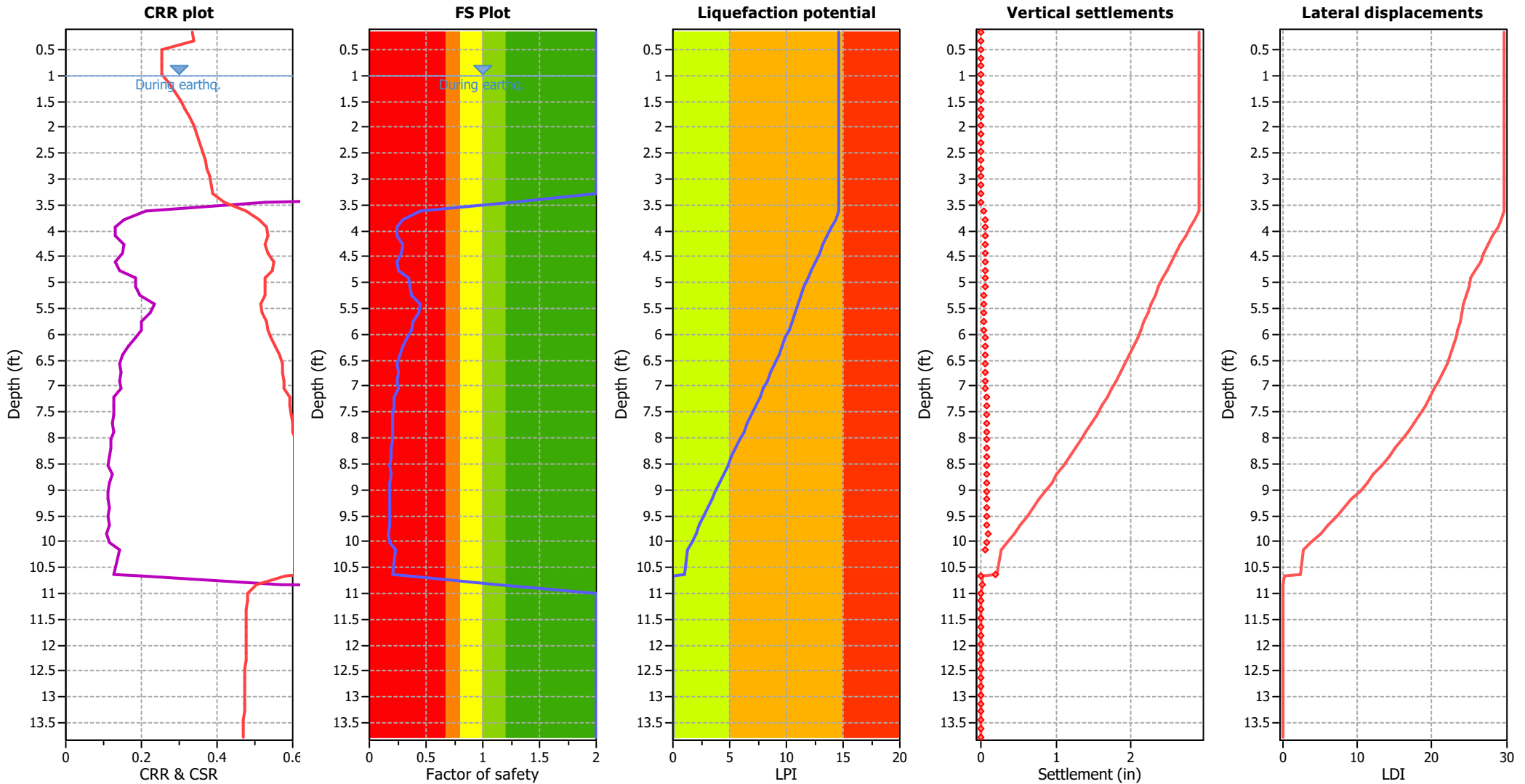
Liquefaction analysis overall plots (intermediate results)



Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (erthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on Ic value	Ic cut-off value:	2.60	K _σ applied:	Yes
Earthquake magnitude M _w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

Liquefaction analysis overall plots



Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (earthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on Ic value	Ic cut-off value:	2.60	K_{σ} applied:	Yes
Earthquake magnitude M_w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

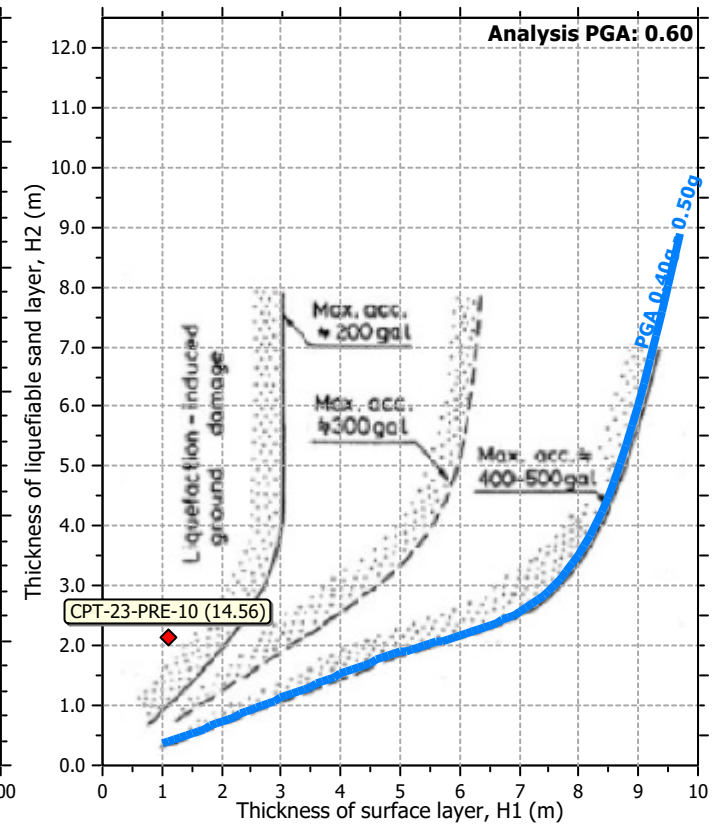
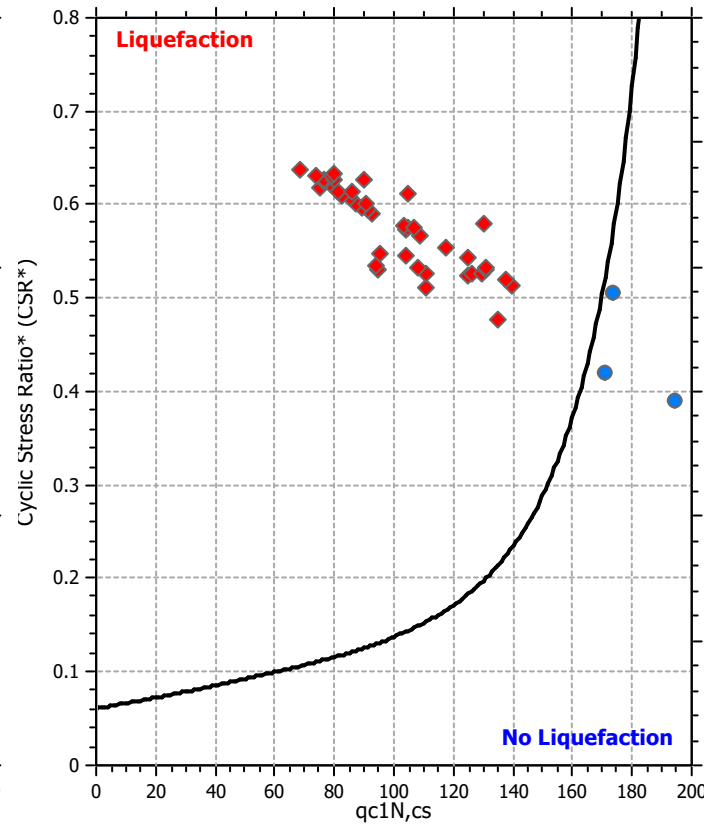
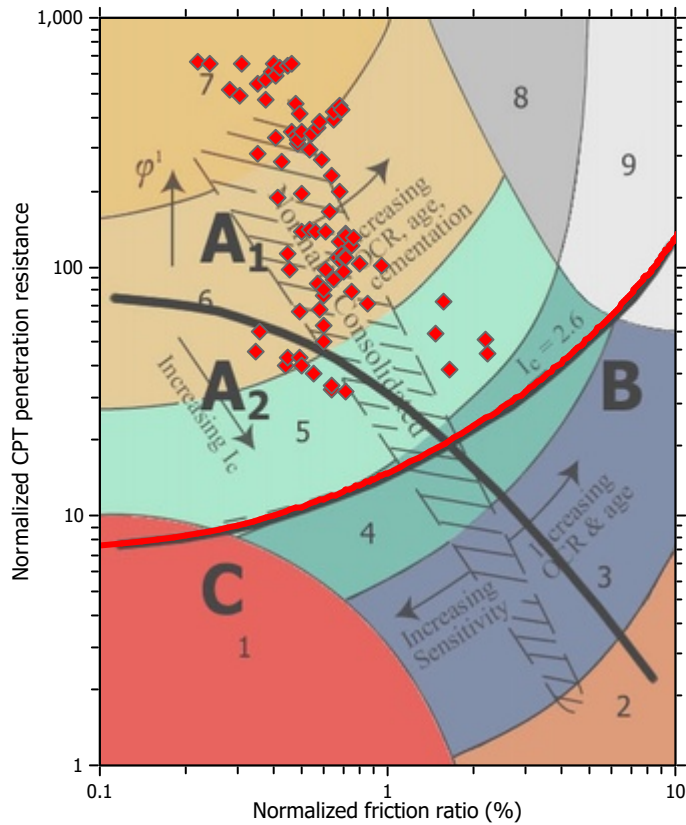
F.S. color scheme

- Almost certain it will liquefy
- Very likely to liquefy
- Liquefaction and no liq. are equally likely
- Unlike to liquefy
- Almost certain it will not liquefy

LPI color scheme

- Very high risk
- High risk
- Low risk

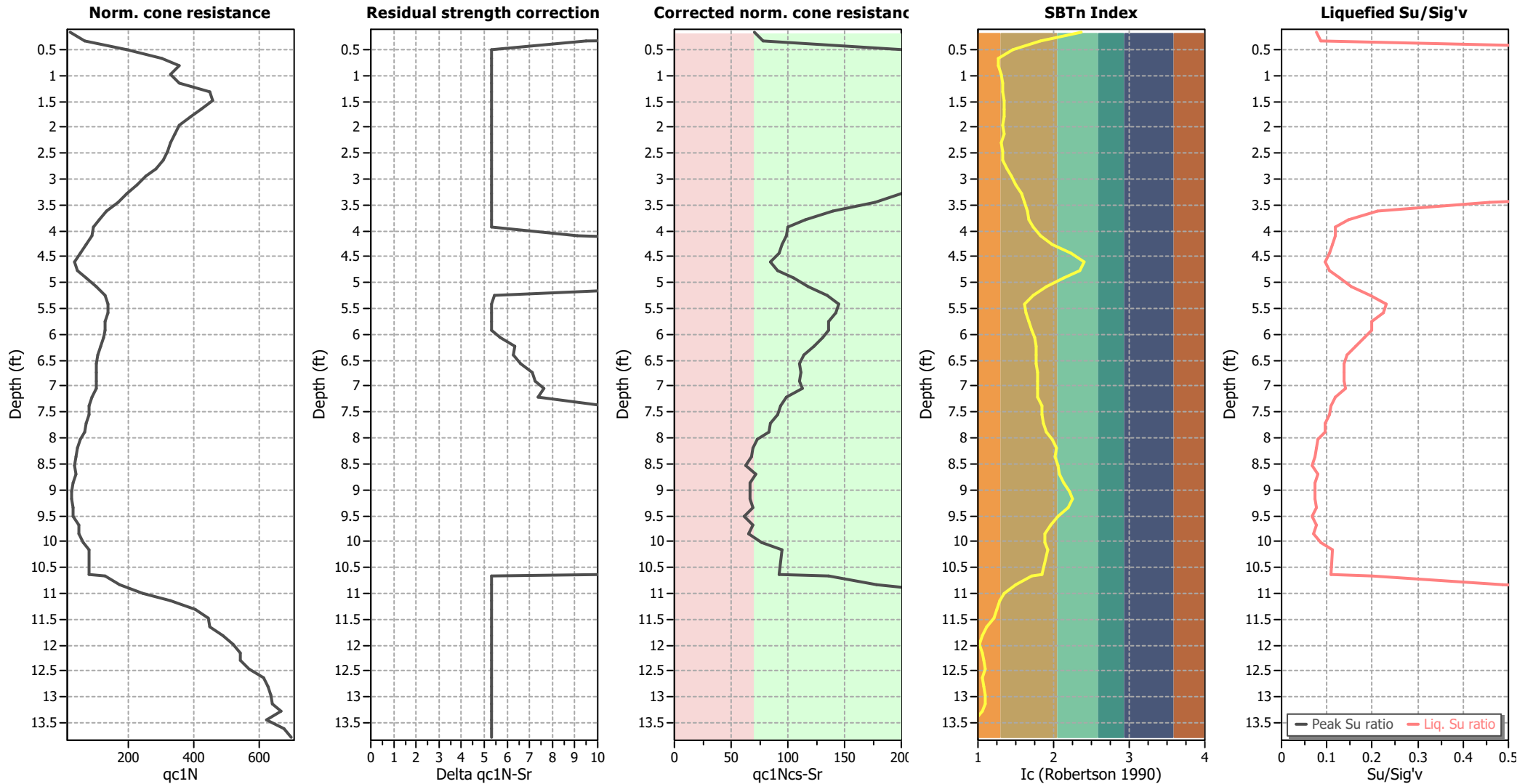
Liquefaction analysis summary plots



Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (erthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on Ic value	Ic cut-off value:	2.60	K_{ϕ} applied:	Yes
Earthquake magnitude M_w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

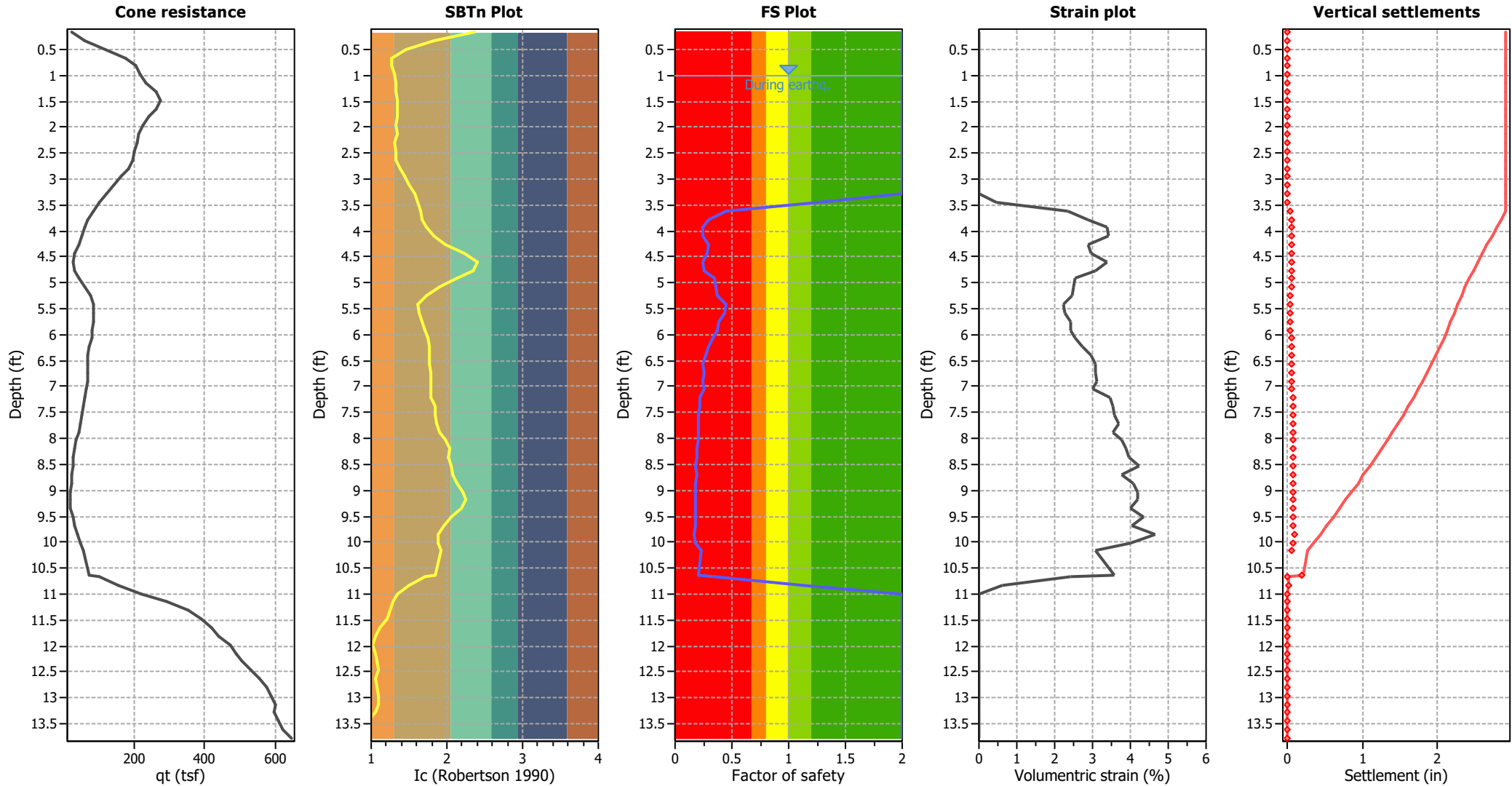
Check for strength loss plots (Idriss & Boulanger (2008))



Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (erthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on Ic value	Ic cut-off value:	2.60	K _σ applied:	Yes
Earthquake magnitude M _w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

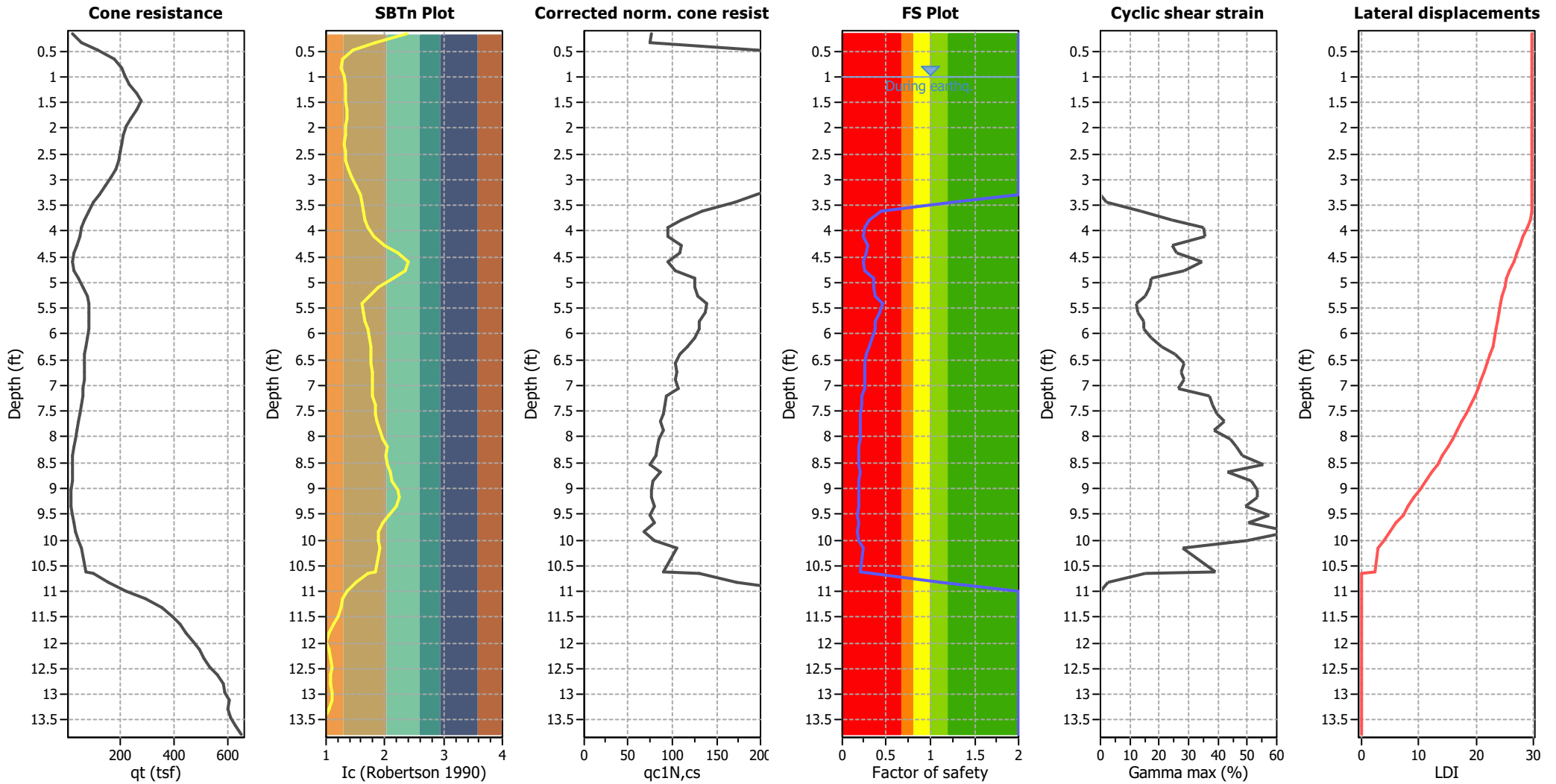
Estimation of post-earthquake settlements



Abbreviations

- q_c: Total cone resistance (cone resistance q_c corrected for pore water effects)
- I_c: Soil Behaviour Type Index
- FS: Calculated Factor of Safety against liquefaction
- Volumetric strain: Post-liquefaction volumetric strain

Estimation of post-earthquake lateral Displacements

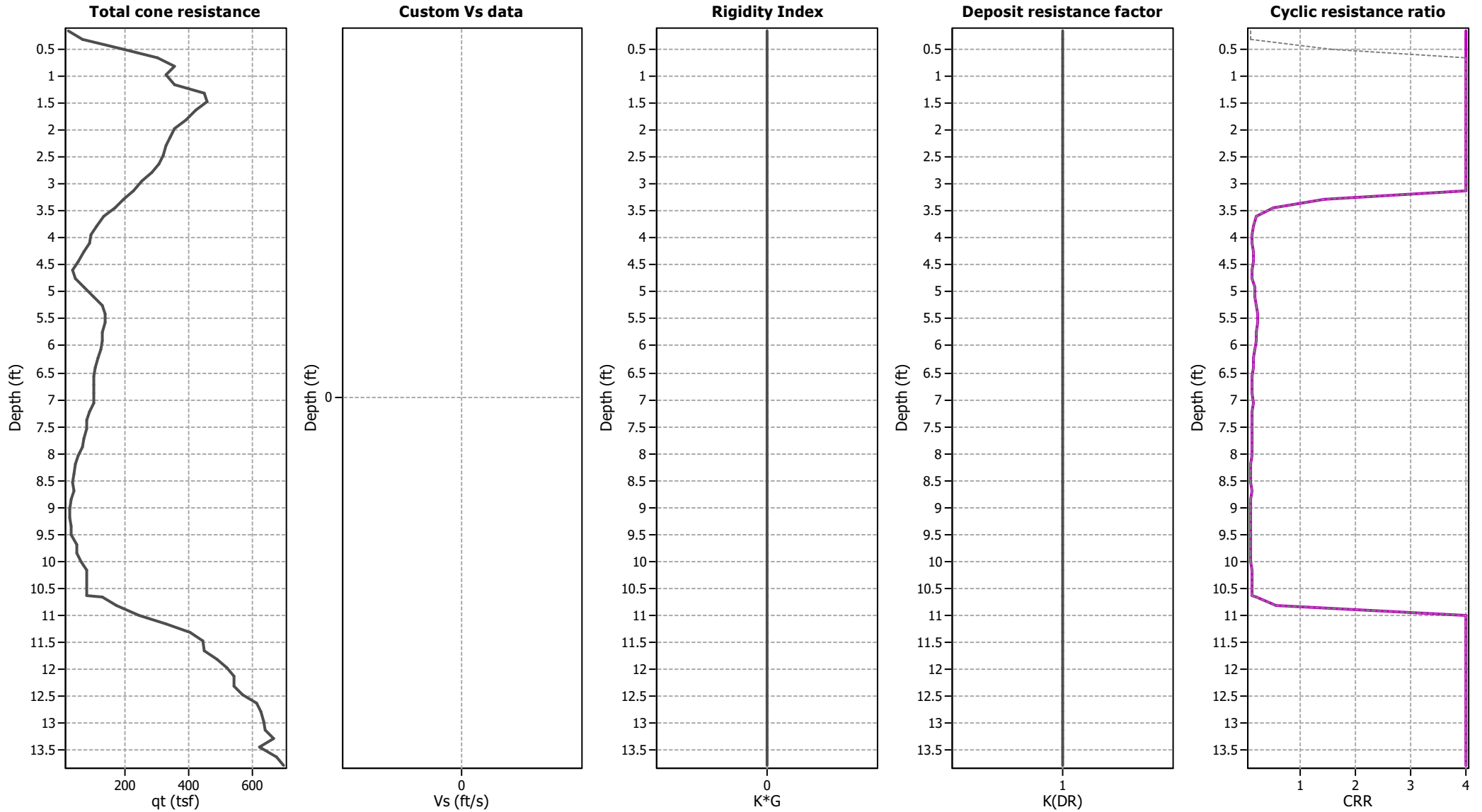


Abbreviations

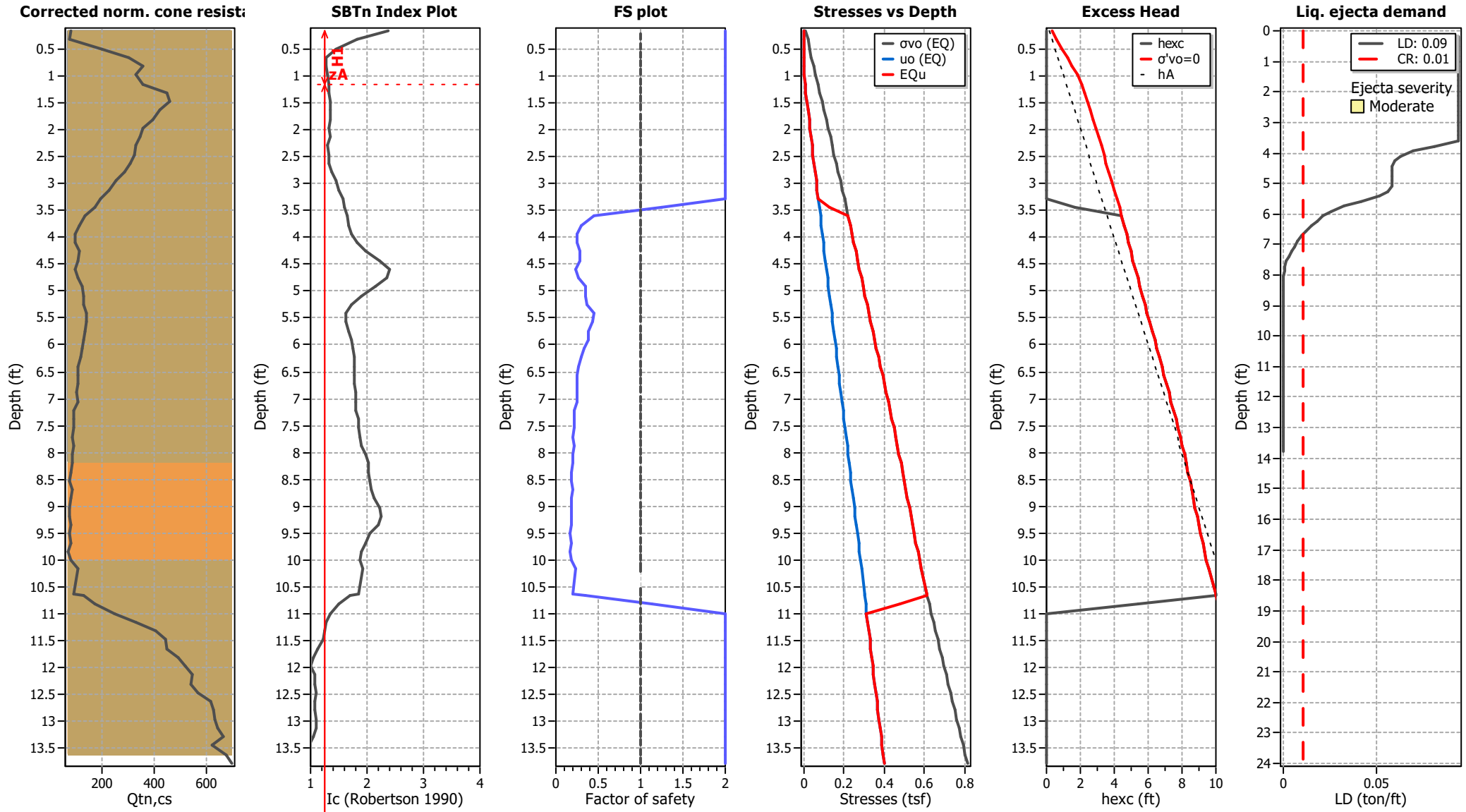
q_t : Total cone resistance (cone resistance q_c corrected for pore water effects)
 I_c : Soil Behaviour Type Index
 $q_{c1N,cs}$: Equivalent clean sand normalized CPT total cone resistance

F.S.: Factor of safety
 γ_{max} : Maximum cyclic shear strain
 LDI: Lateral displacement index

Aging Calculation Estimation



Ejecta Severity Estimation



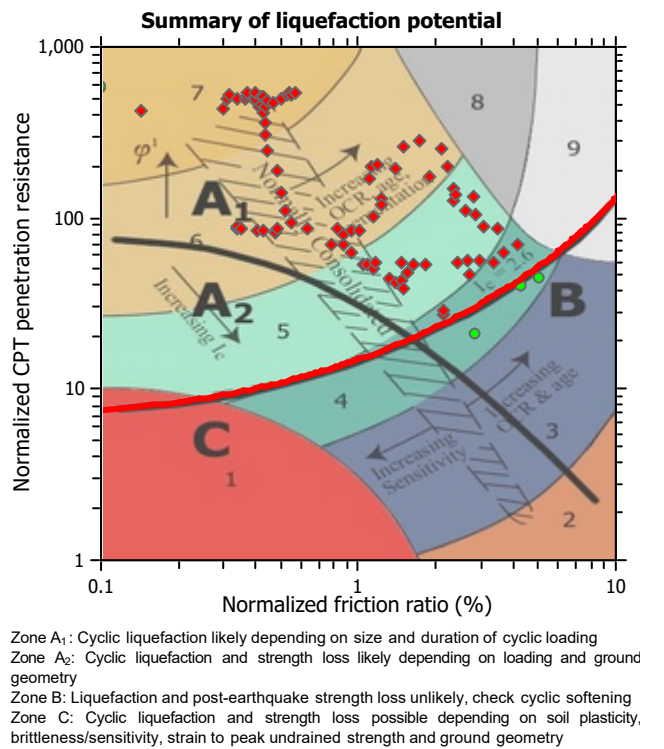
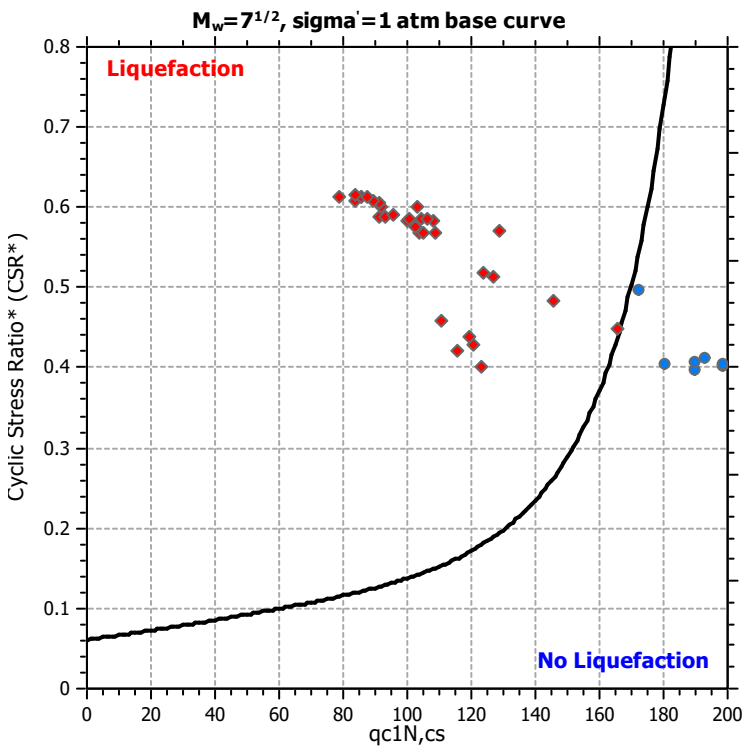
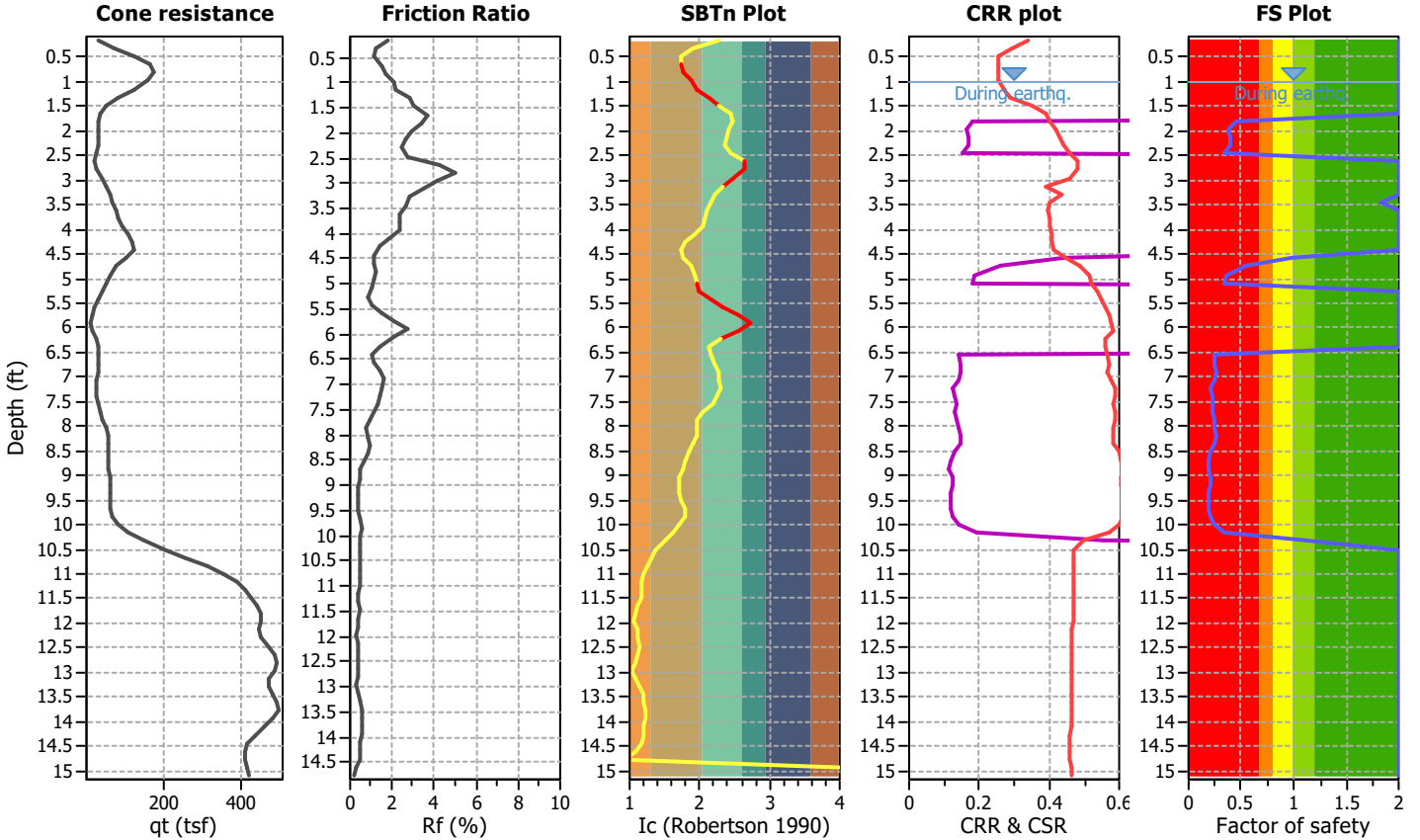
LIQUEFACTION ANALYSIS REPORT

Project title : Mono County Jail - Pre-RIC CPT Testing
CPT file : CPT-23-PRE-11

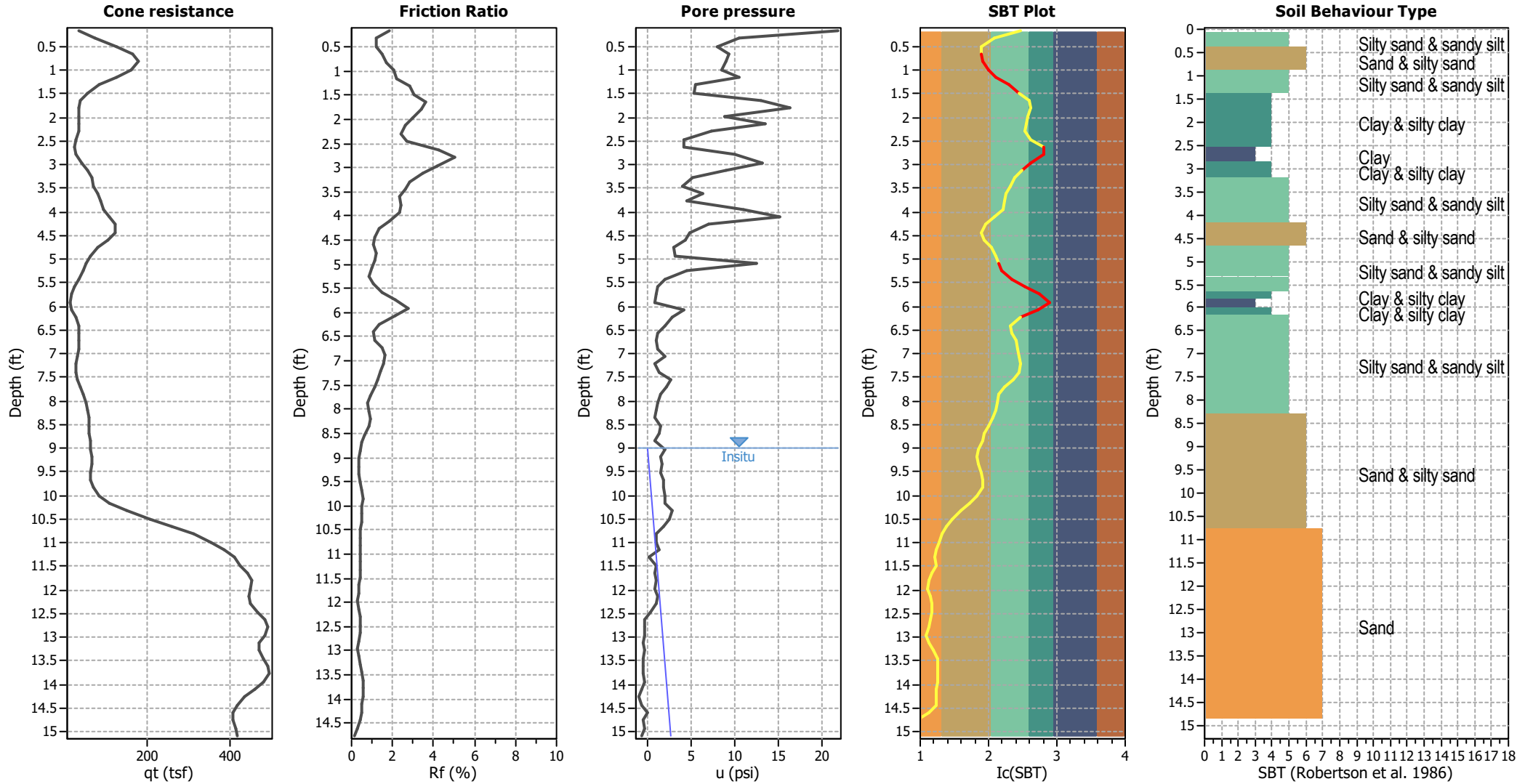
Location : Bridgeport, Mono County, CA

Input parameters and analysis data

Analysis method:	B&I (2014)	G.W.T. (in-situ):	9.00 ft	Use fill:	No	Clay like behavior applied:	Sands only
Fines correction method:	B&I (2014)	G.W.T. (earthq.):	1.00 ft	Fill height:	N/A	Limit depth applied:	No
Points to test:	Based on Ic value	Average results interval:	3	Fill weight:	N/A	Limit depth:	N/A
Earthquake magnitude M_w :	6.60	Ic cut-off value:	2.60	Trans. detect. applied:	Yes	MSF method:	Method based
Peak ground acceleration:	0.60	Unit weight calculation:	Based on SBT	K_σ applied:	Yes		



CPT basic interpretation plots



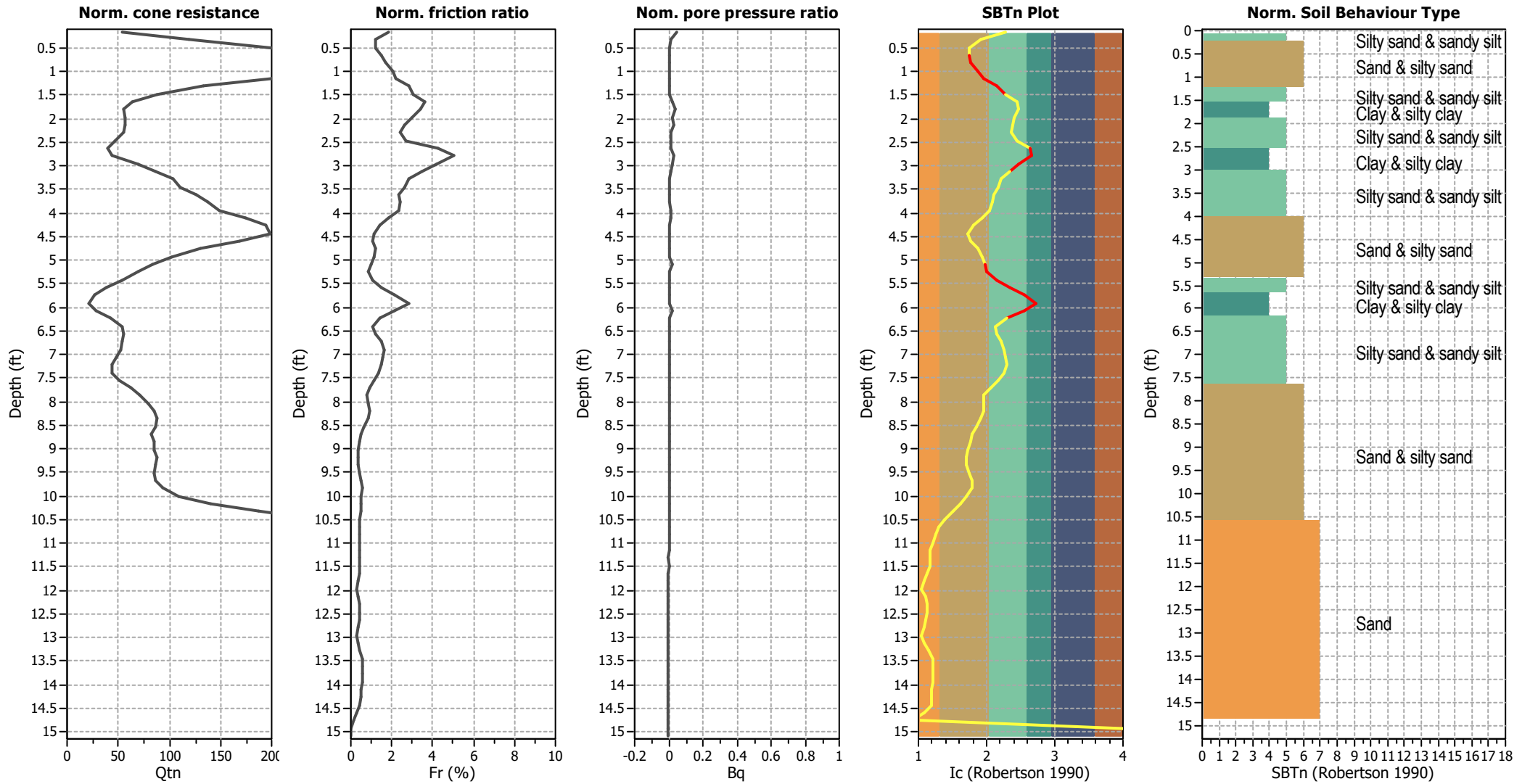
Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (erthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on Ic value	Ic cut-off value:	2.60	K_{σ} applied:	Yes
Earthquake magnitude M_w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

SBT legend

■ 1. Sensitive fine grained	■ 4. Clayey silt to silty	■ 7. Gravely sand to sand
■ 2. Organic material	■ 5. Silty sand to sandy silt	■ 8. Very stiff sand to
■ 3. Clay to silty clay	■ 6. Clean sand to silty sand	■ 9. Very stiff fine grained

CPT basic interpretation plots (normalized)



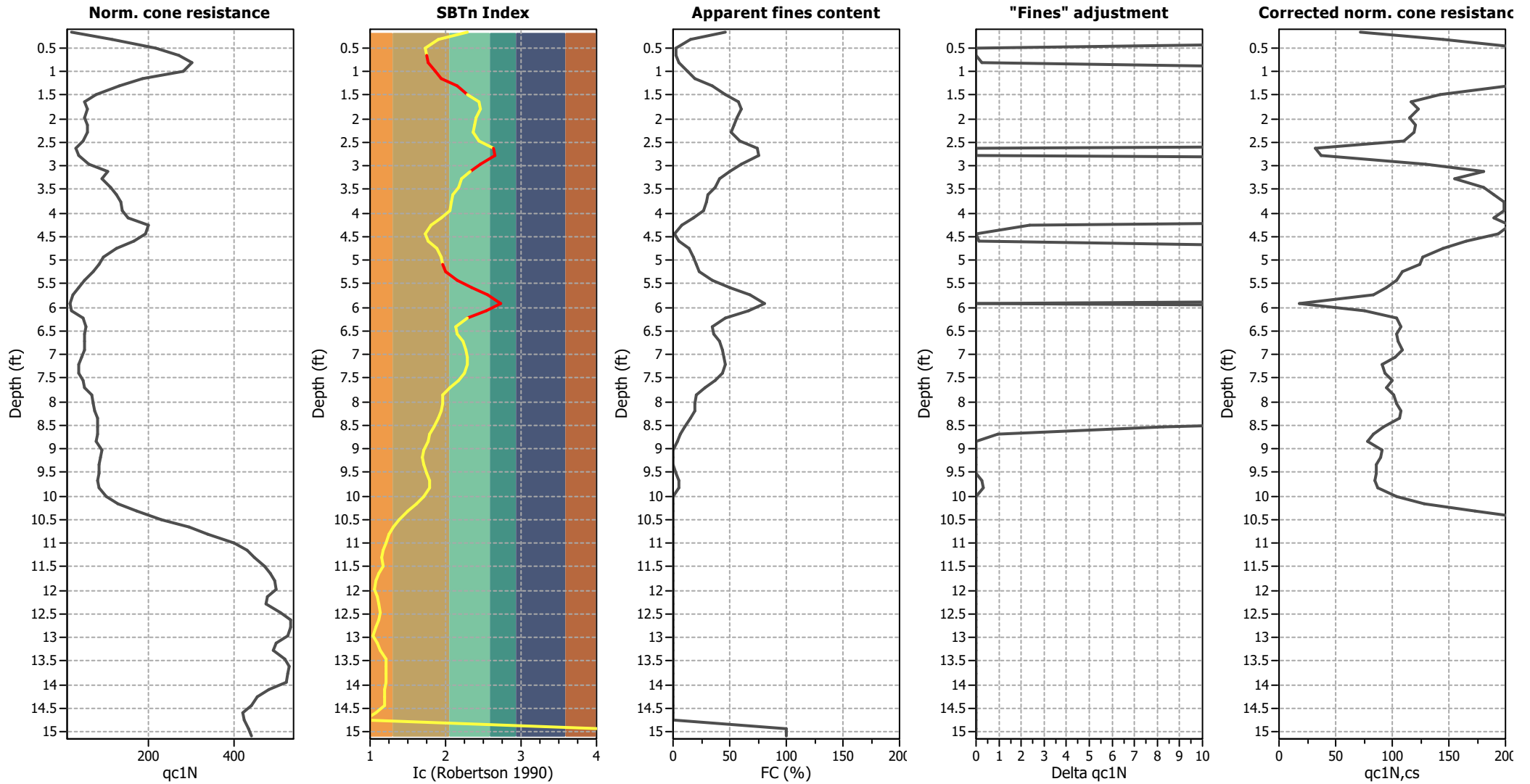
Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (erthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on Ic value	Ic cut-off value:	2.60	K _σ applied:	Yes
Earthquake magnitude M _w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

SBTn legend

1. Sensitive fine grained	4. Clayey silt to silty	7. Gravely sand to sand
2. Organic material	5. Silty sand to sandy silt	8. Very stiff sand to
3. Clay to silty clay	6. Clean sand to silty sand	9. Very stiff fine grained

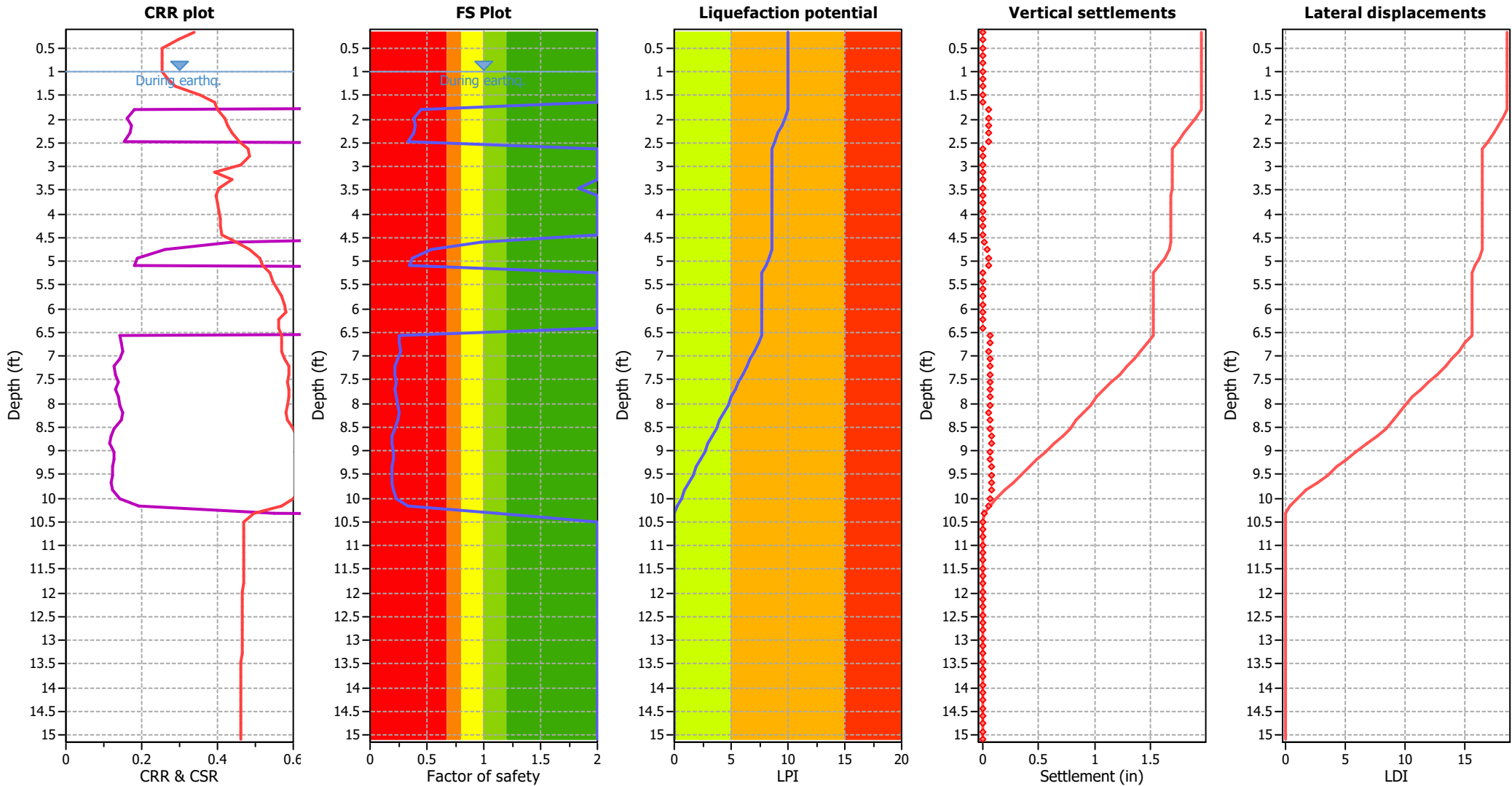
Liquefaction analysis overall plots (intermediate results)



Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (erthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on Ic value	Ic cut-off value:	2.60	K _σ applied:	Yes
Earthquake magnitude M _w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

Liquefaction analysis overall plots



Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (earthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on Ic value	Ic cut-off value:	2.60	K_{σ} applied:	Yes
Earthquake magnitude M_w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

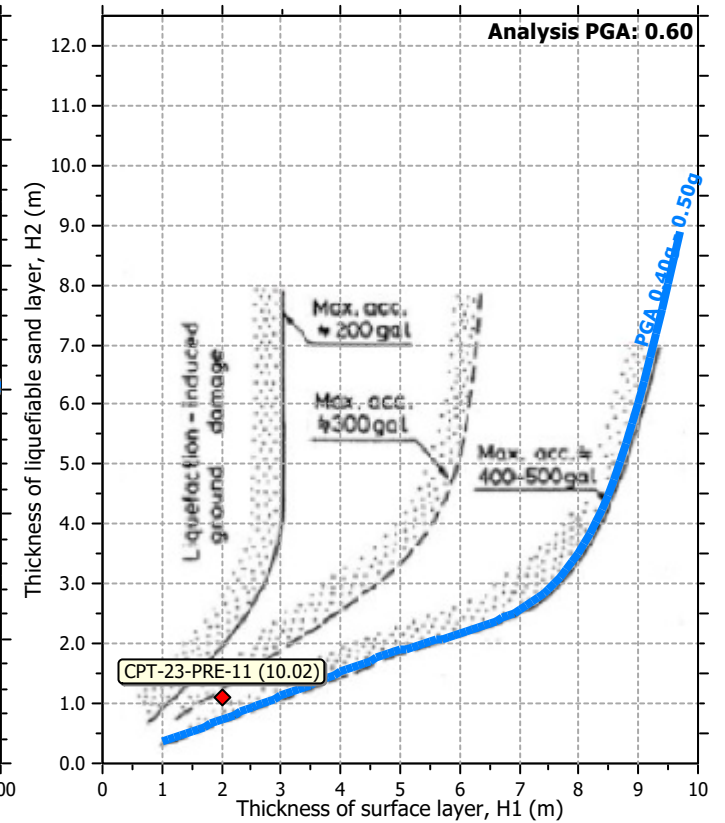
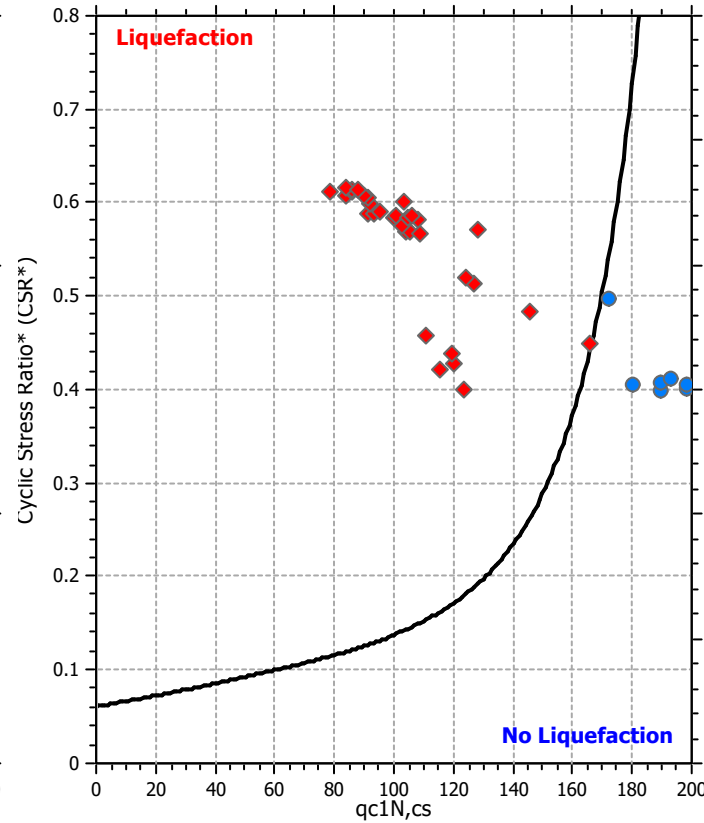
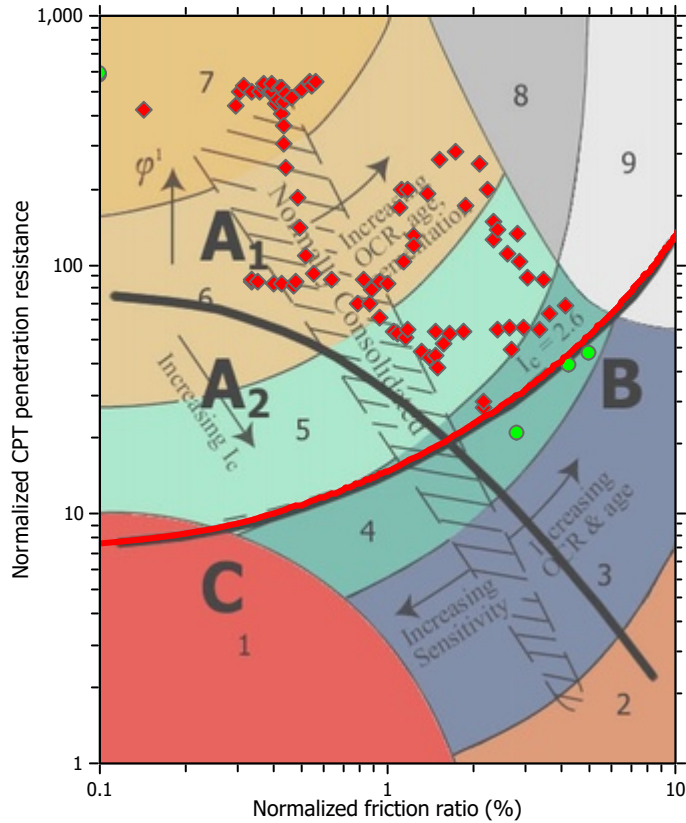
F.S. color scheme

- Almost certain it will liquefy
- Very likely to liquefy
- Liquefaction and no liq. are equally likely
- Unlike to liquefy
- Almost certain it will not liquefy

LPI color scheme

- Very high risk
- High risk
- Low risk

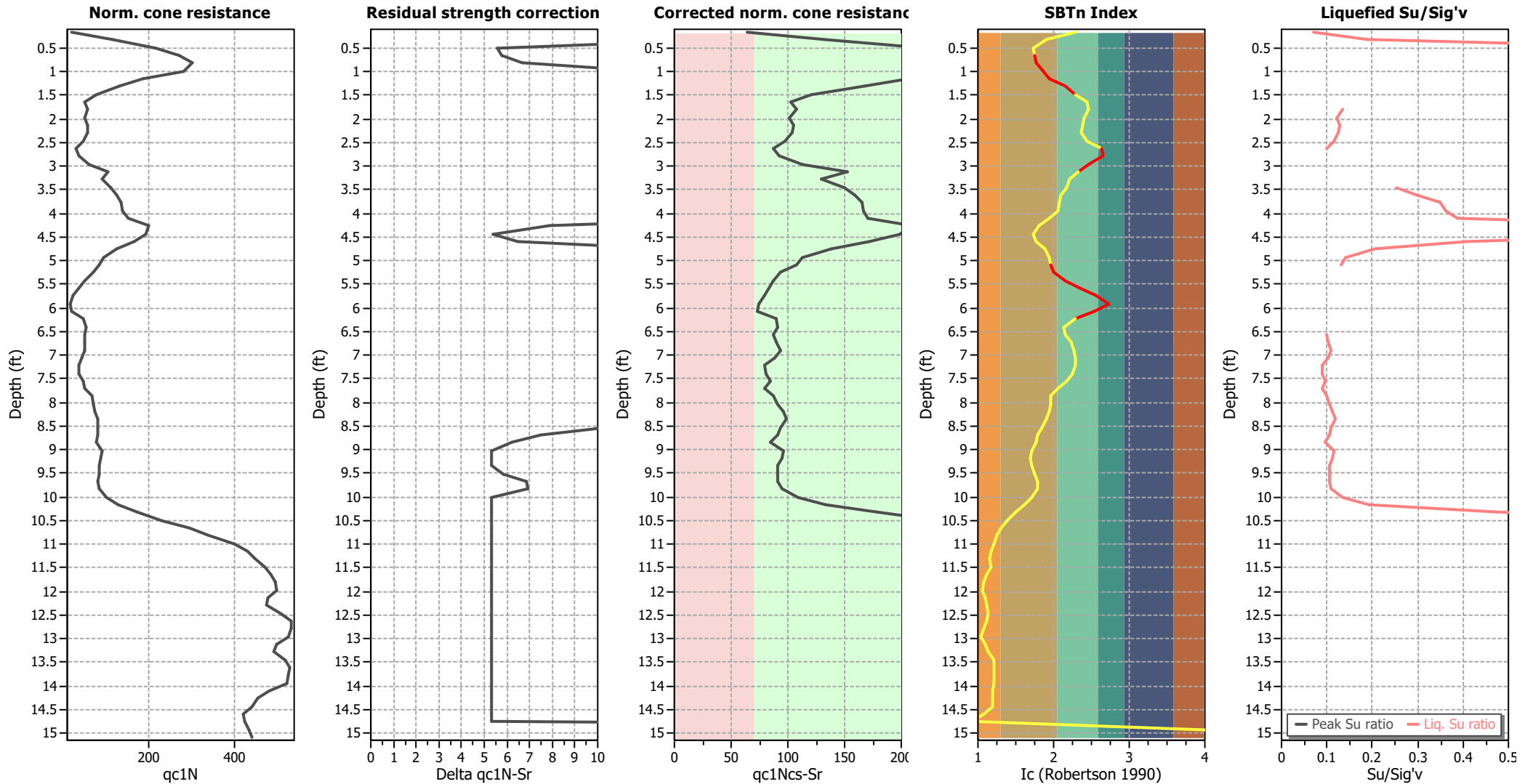
Liquefaction analysis summary plots



Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (erthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on I_c value	I_c cut-off value:	2.60	K_{ϕ} applied:	Yes
Earthquake magnitude M_w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

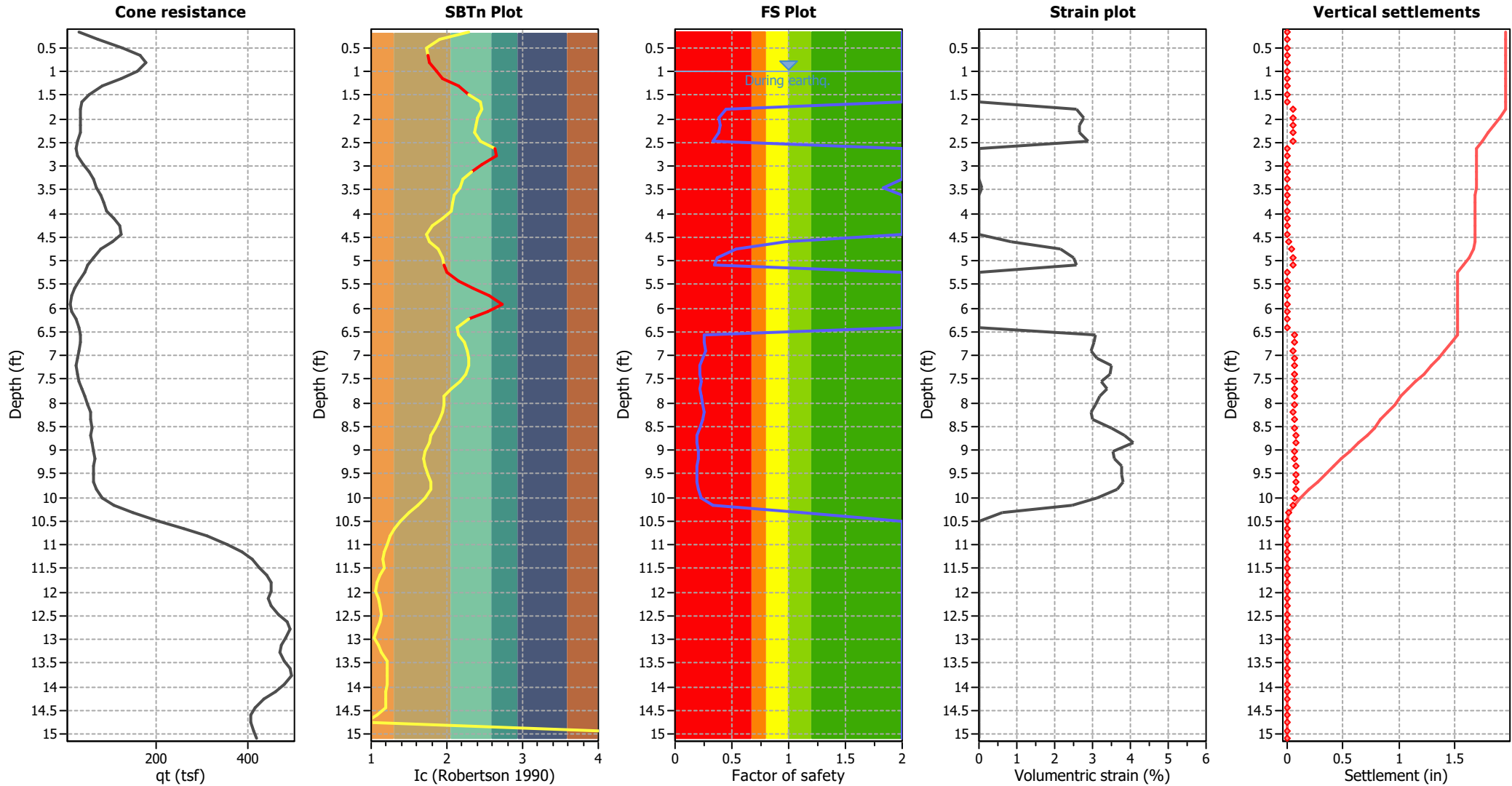
Check for strength loss plots (Idriss & Boulanger (2008))



Input parameters and analysis data

Analysis method:	B&I (2014)	Depth to GWT (erthq.):	1.00 ft	Fill weight:	N/A
Fines correction method:	B&I (2014)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on Ic value	Ic cut-off value:	2.60	K _σ applied:	Yes
Earthquake magnitude M _w :	6.60	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.60	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	9.00 ft	Fill height:	N/A	Limit depth:	N/A

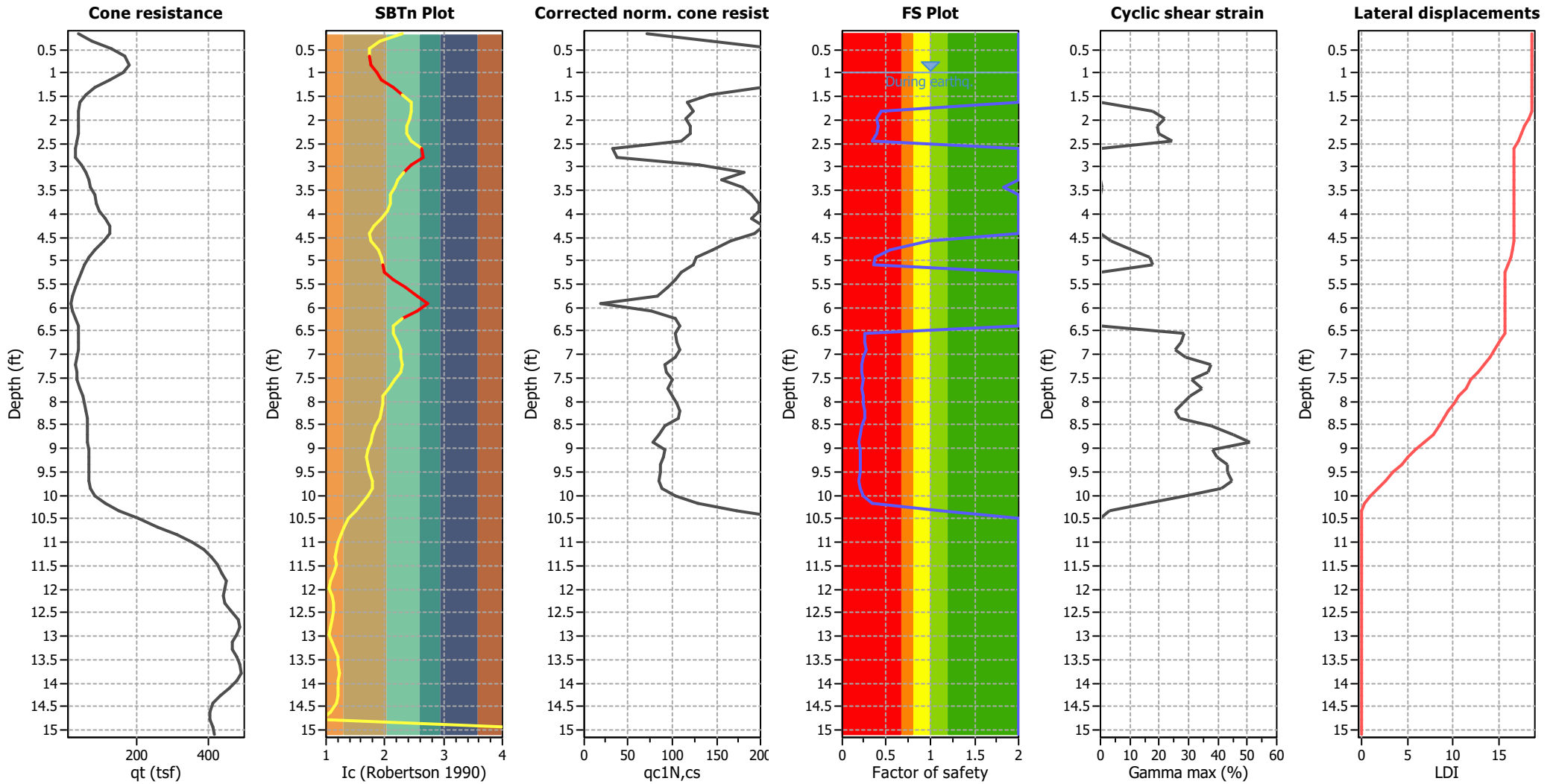
Estimation of post-earthquake settlements



Abbreviations

- q_c : Total cone resistance (cone resistance q_c corrected for pore water effects)
- I_c : Soil Behaviour Type Index
- FS: Calculated Factor of Safety against liquefaction
- Volumetric strain: Post-liquefaction volumetric strain

Estimation of post-earthquake lateral Displacements

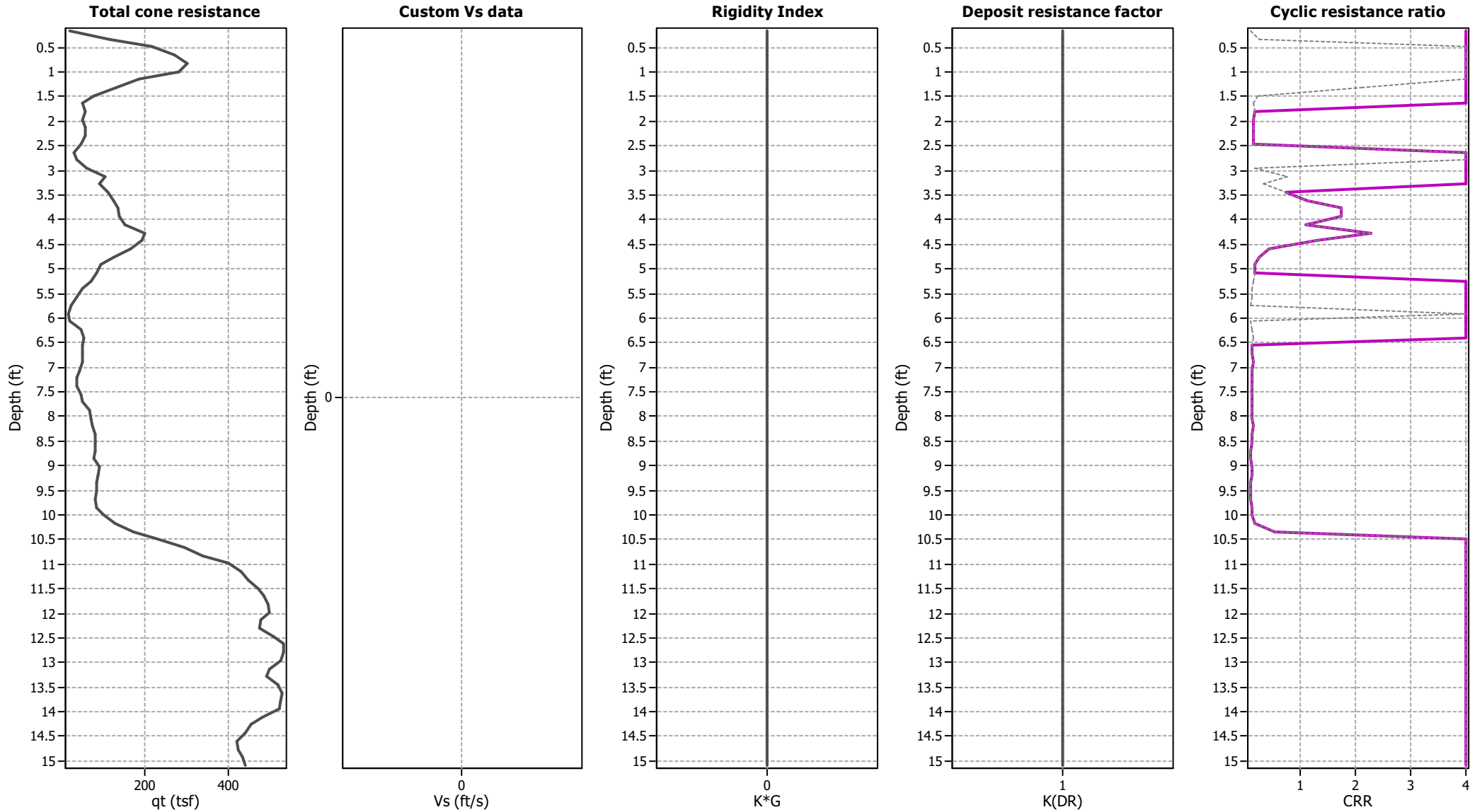


Abbreviations

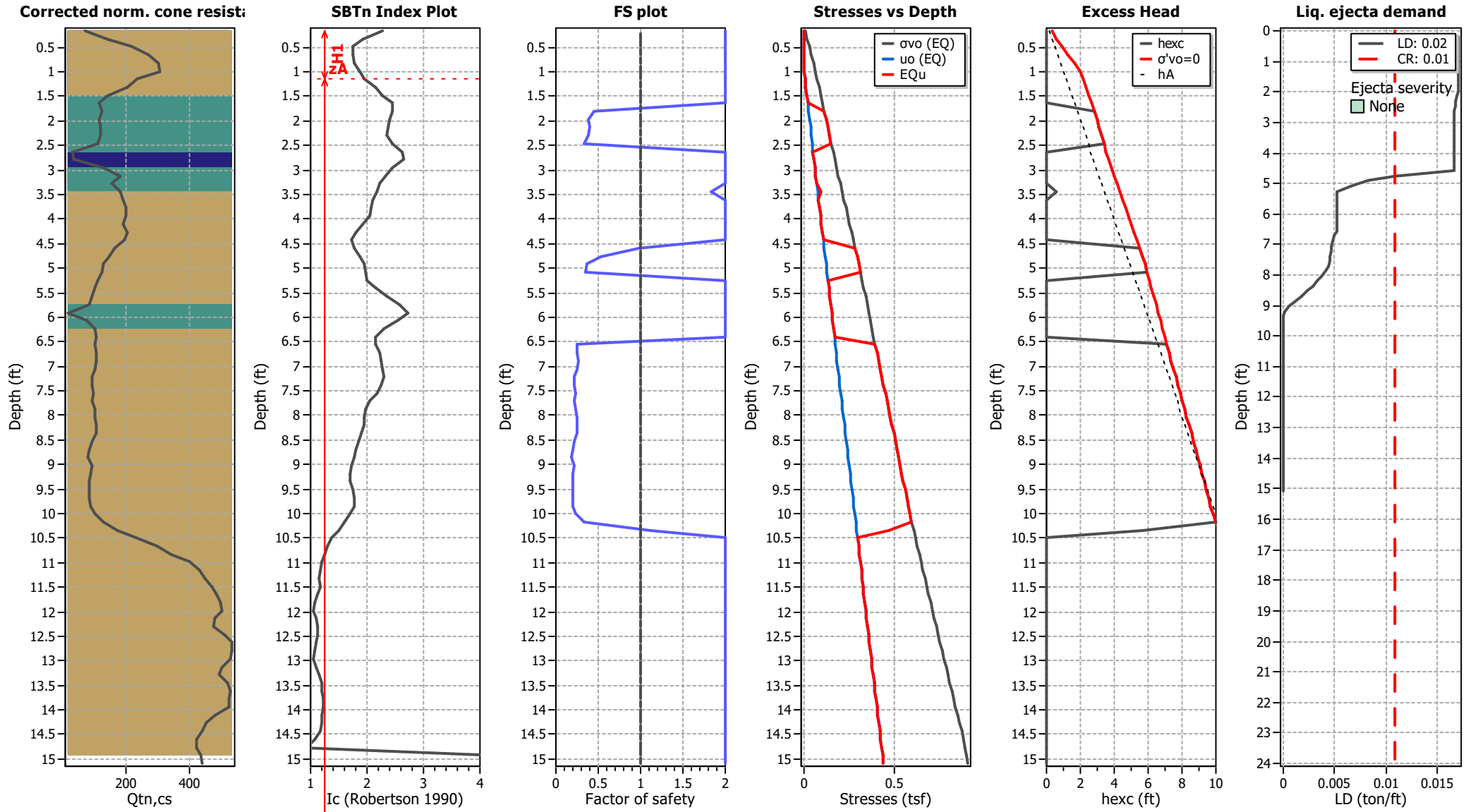
qt: Total cone resistance (cone resistance q_c corrected for pore water effects)
 Ic: Soil Behaviour Type Index
 qc1N,cs: Equivalent clean sand normalized CPT total cone resistance

F.S.: Factor of safety
 γ_{max} : Maximum cyclic shear strain
 LDI: Lateral displacement index

Aging Calculation Estimation

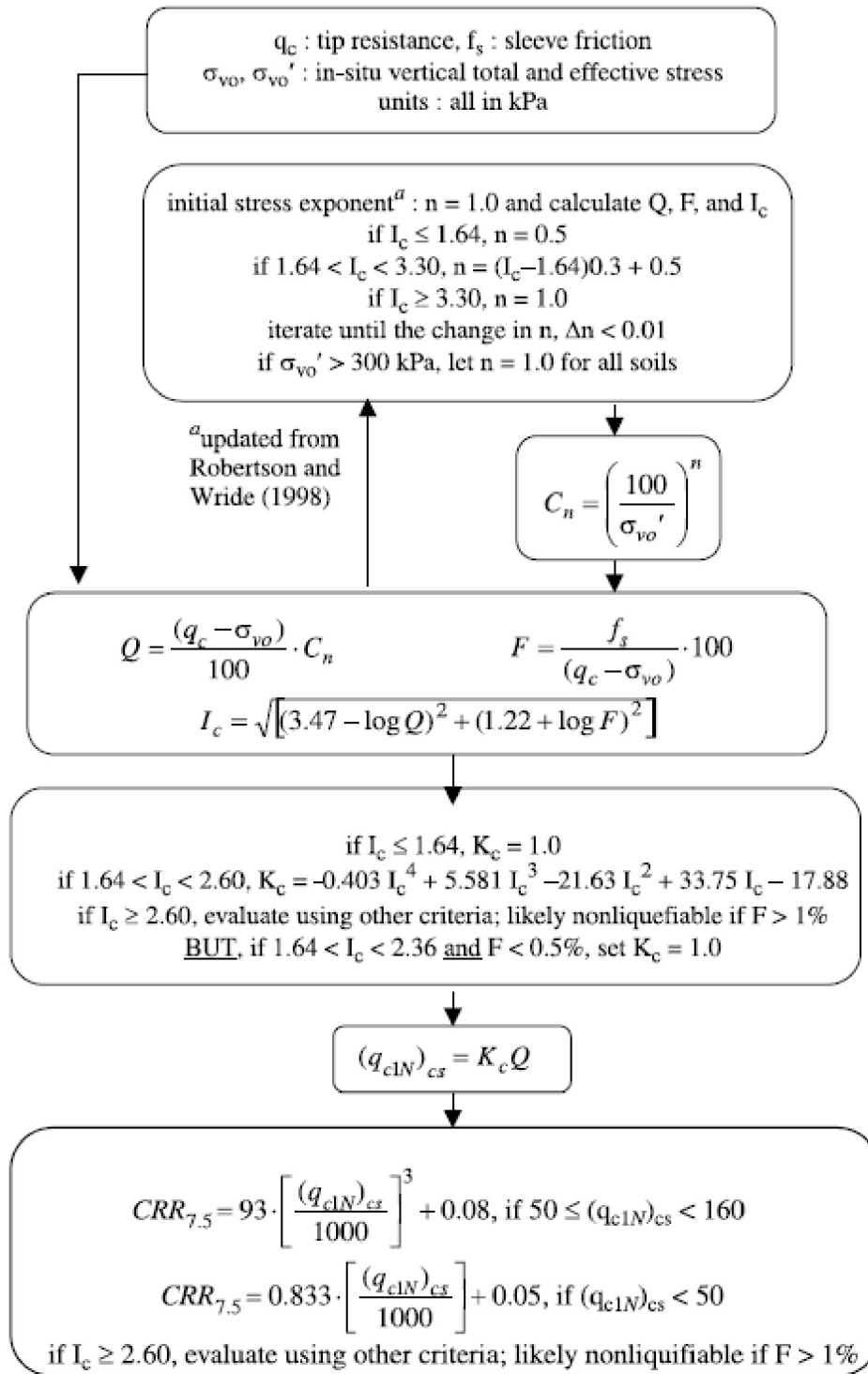


Ejecta Severity Estimation



Procedure for the evaluation of soil liquefaction resistance, NCEER (1998)

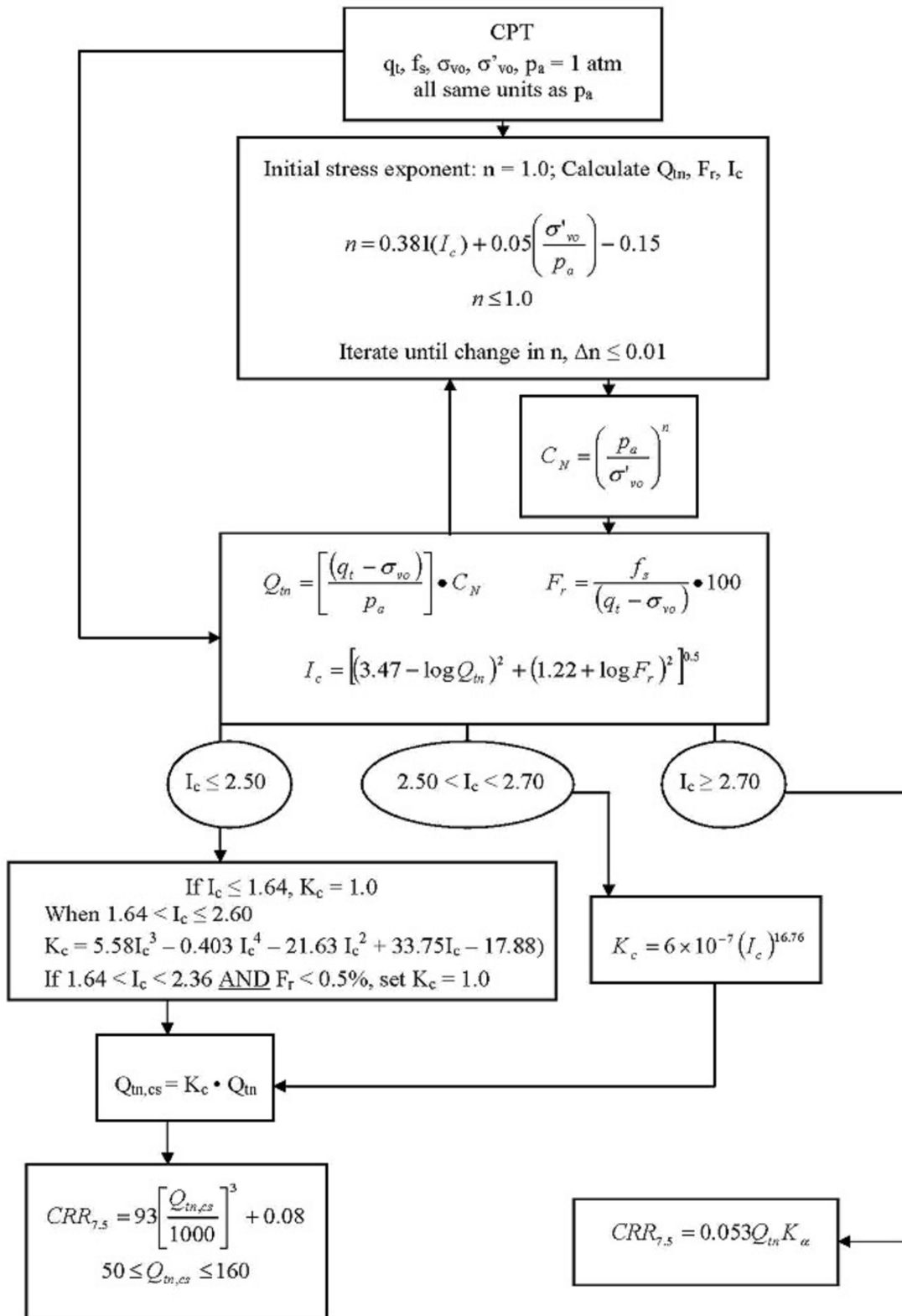
Calculation of soil resistance against liquefaction is performed according to the Robertson & Wride (1998) procedure. The procedure used in the software, slightly differs from the one originally published in NCEER-97-0022 (Proceedings of the NCEER Workshop on Evaluation of Liquefaction Resistance of Soils). The revised procedure is presented below in the form of a flowchart¹:



¹ "Estimating liquefaction-induced ground settlements from CPT for level ground", G. Zhang, P.K. Robertson, and R.W.I. Brachman

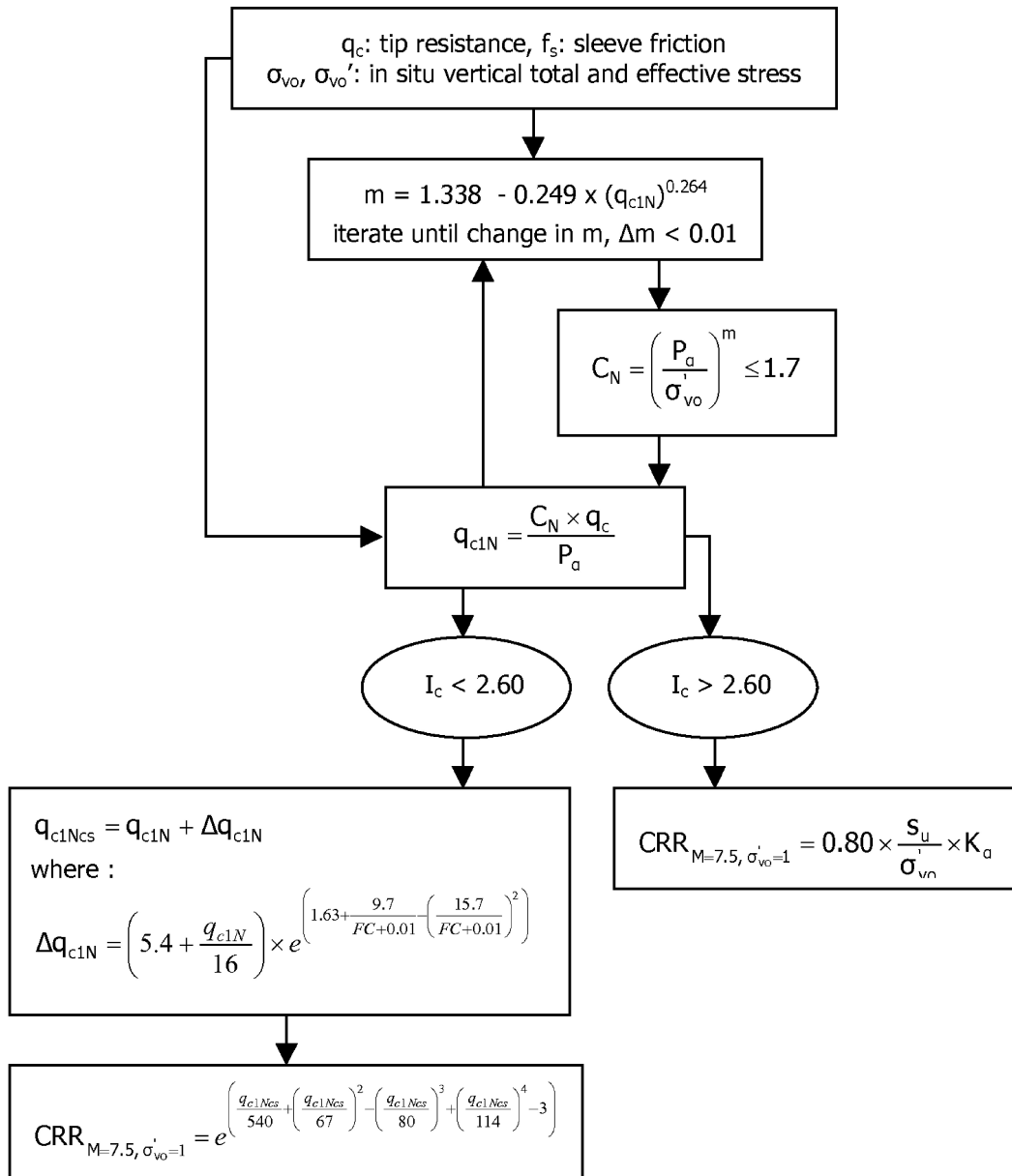
Procedure for the evaluation of soil liquefaction resistance (all soils), Robertson (2010)

Calculation of soil resistance against liquefaction is performed according to the Robertson & Wride (1998) procedure. This procedure used in the software, slightly differs from the one originally published in NCEER-97-0022 (Proceedings of the NCEER Workshop on Evaluation of Liquefaction Resistance of Soils). The revised procedure is presented below in the form of a flowchart¹:

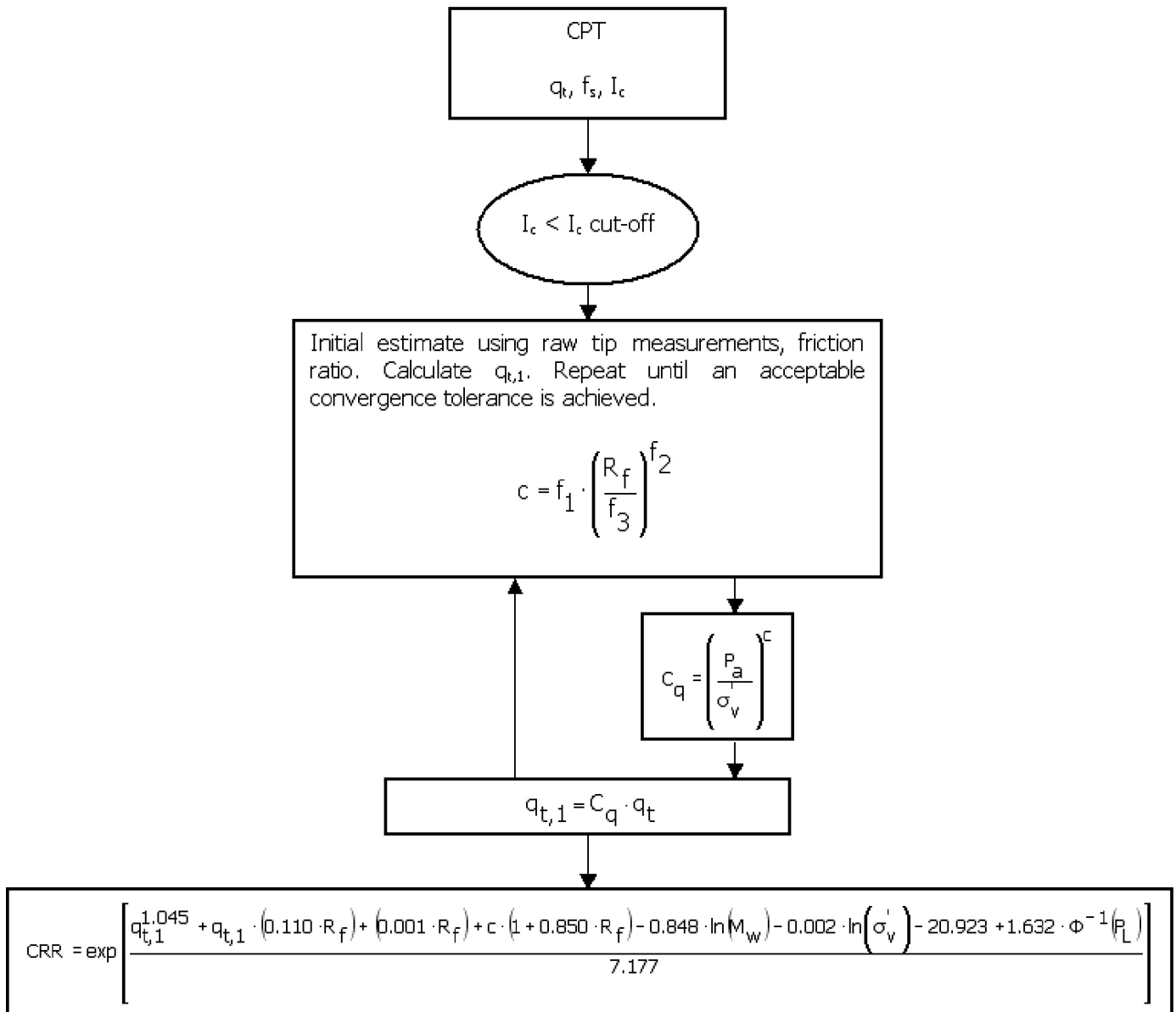


¹ P.K. Robertson, 2009. "Performance based earthquake design using the CPT", Keynote Lecture, International Conference on Performance-based Design in Earthquake Geotechnical Engineering – from case history to practice, IS-Tokyo, June 2009

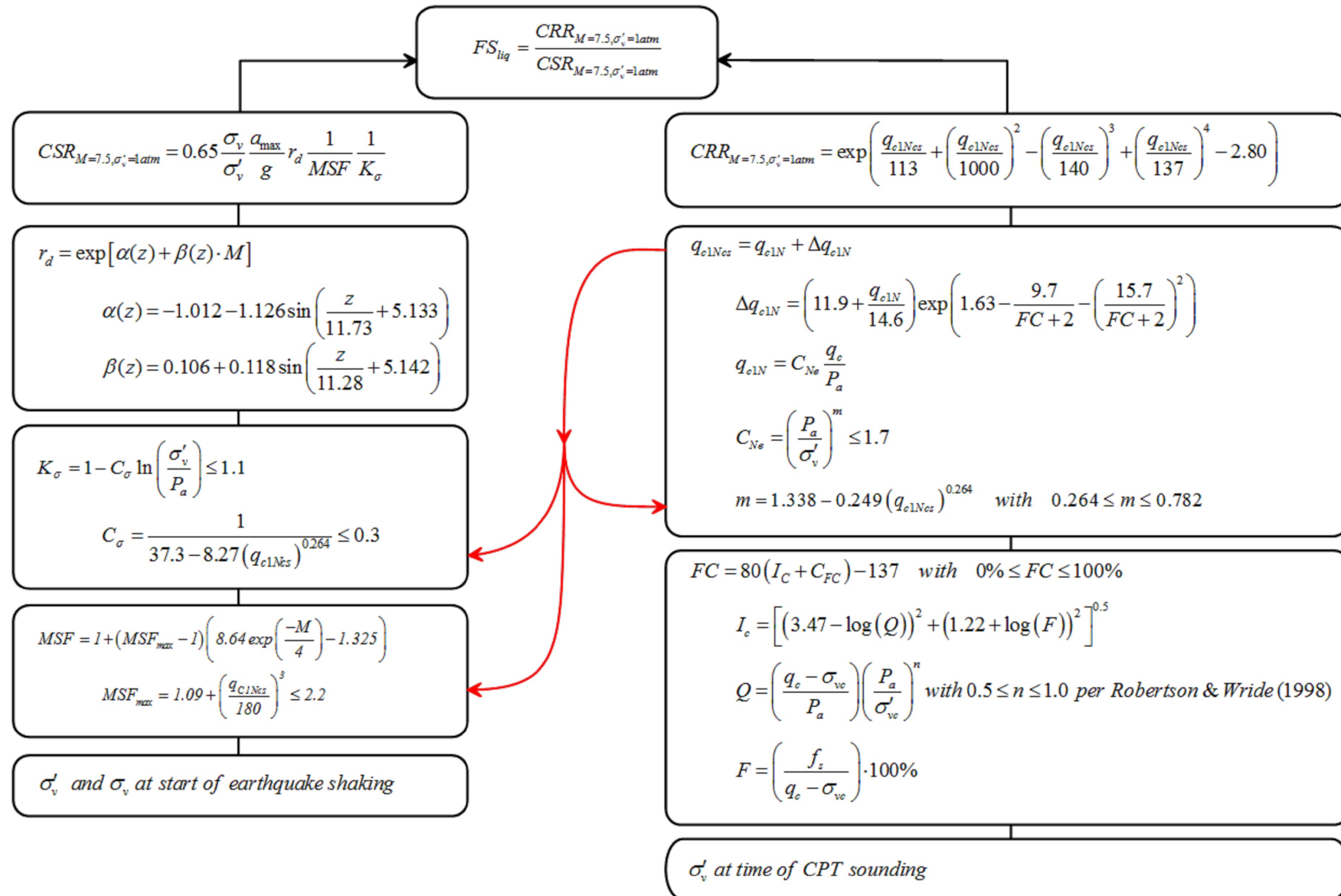
Procedure for the evaluation of soil liquefaction resistance, Idriss & Boulanger (2008)



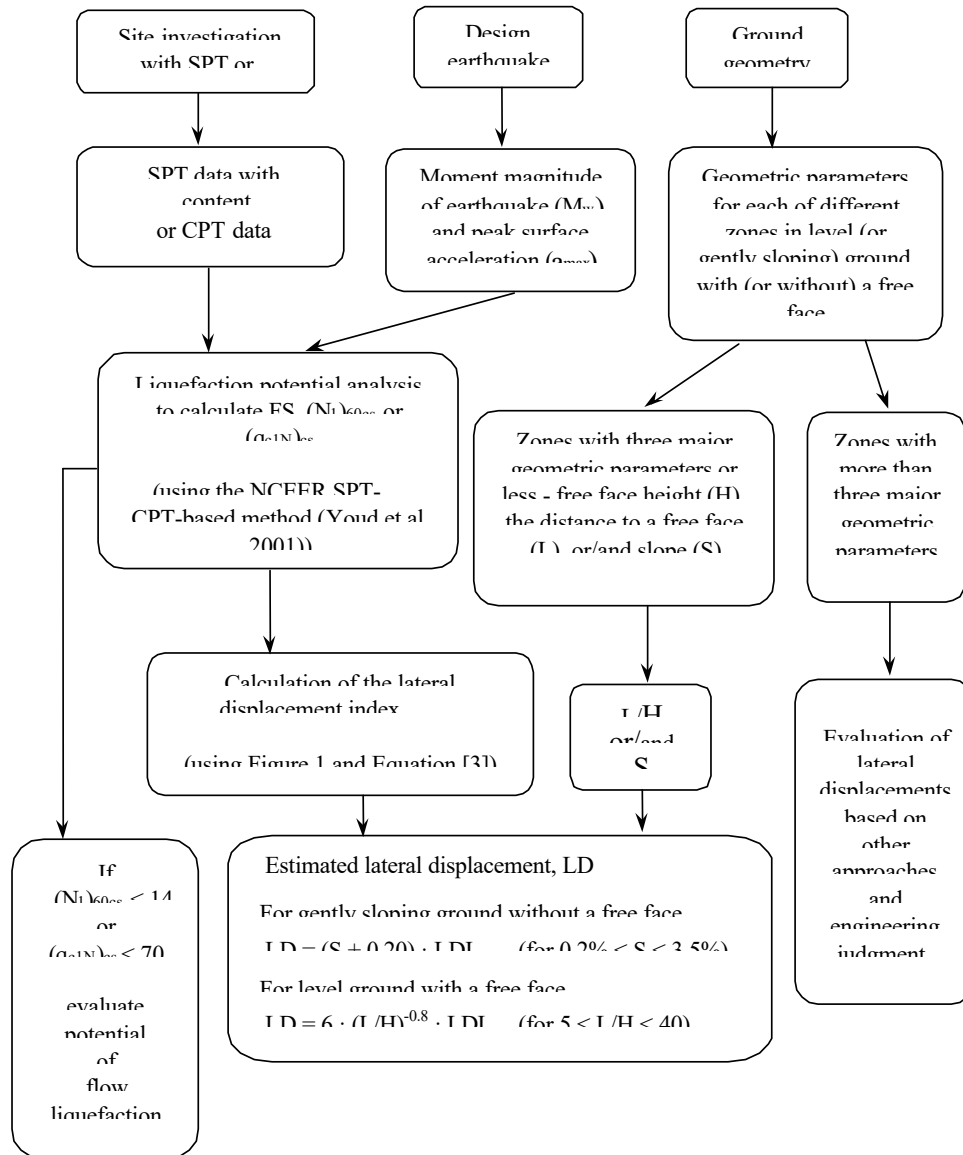
Procedure for the evaluation of soil liquefaction resistance (sandy soils), Moss et al. (2006)



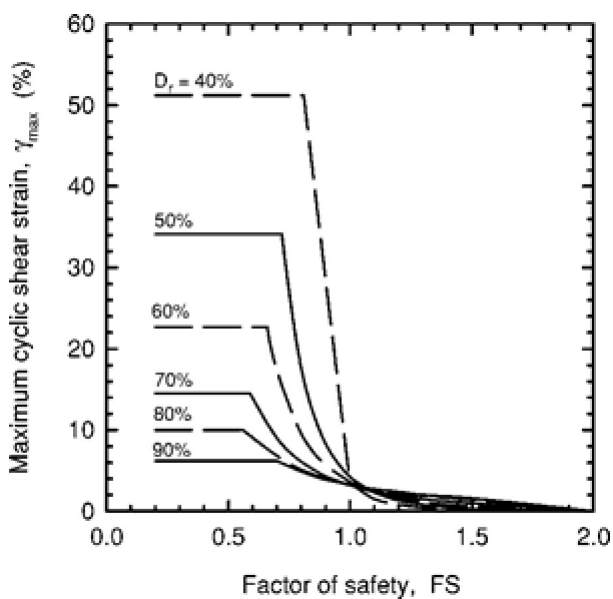
Procedure for the evaluation of soil liquefaction resistance, Boulanger & Idriss(2014)



Procedure for the evaluation of liquefaction-induced lateral spreading displacements



¹ Flow chart illustrating major steps in estimating liquefaction-induced lateral spreading displacements using the proposed approach



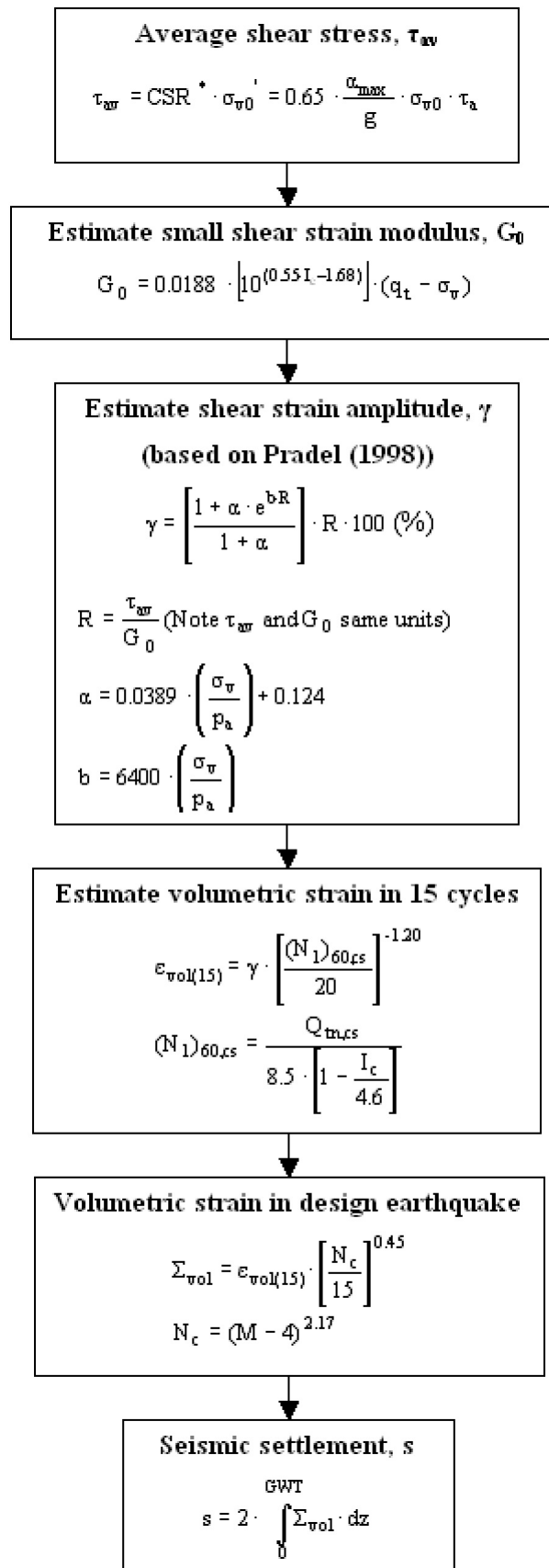
¹ Figure 1

$$LDI = \int_0^{Z_{max}} \gamma_{max} dz$$

¹ Equation [3]

¹ "Estimating liquefaction-induced ground settlements from CPT for level ground", G. Zhang, P.K. Robertson, and R.W.I. Brachman

Procedure for the estimation of seismic induced settlements in dry sands



Robertson, P.K. and Lisheng, S., 2010, "Estimation of seismic compression in dry soils using the CPT" FIFTH INTERNATIONAL CONFERENCE ON RECENT ADVANCES IN GEOTECHNICAL EARTHQUAKE ENGINEERING AND SOIL DYNAMICS, Symposium in honor of professor I. M. Idriss, San Diego, CA

Liquefaction Potential Index (LPI) calculation procedure

Calculation of the Liquefaction Potential Index (LPI) is used to interpret the liquefaction assessment calculations in terms of severity over depth. The calculation procedure is based on the methodology developed by Iwasaki (1982) and is adopted by AFPS.

To estimate the severity of liquefaction extent at a given site, LPI is calculated based on the following equation:

$$\mathbf{LPI} = \int_0^{20} (10 - 0,5z) \times F_L \times dz$$

where:

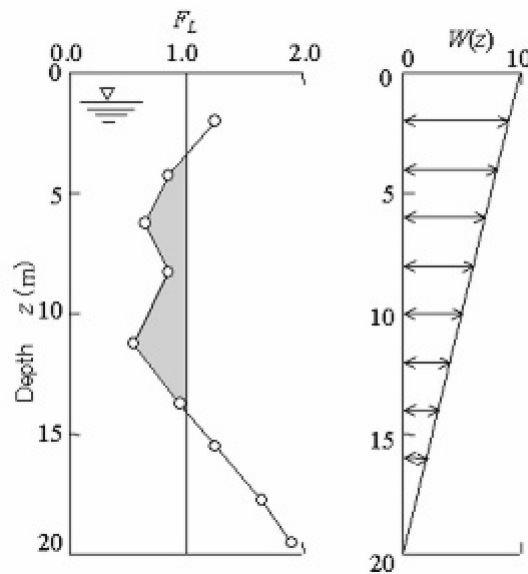
$F_L = 1 - F.S.$ when F.S. less than 1

$F_L = 0$ when F.S. greater than 1

z depth of measurement in meters

Values of LPI range between zero (0) when no test point is characterized as liquefiable and 100 when all points are characterized as susceptible to liquefaction. Iwasaki proposed four (4) discrete categories based on the numeric value of LPI:

- LPI = 0 : Liquefaction risk is very low
- $0 < \text{LPI} \leq 5$: Liquefaction risk is low
- $5 < \text{LPI} \leq 15$: Liquefaction risk is high
- LPI > 15 : Liquefaction risk is very high



Graphical presentation of the LPI calculation procedure

Shear-Induced Building Settlement (Ds) calculation procedure

The shear-induced building settlement (Ds) due to liquefaction below the building can be estimated using the relationship developed by Bray and Macedo (2017):

$$\begin{aligned} \ln(Ds) = & c1 + c2 * LBS + 0.58 * \ln\left(\tanh\left(\frac{HL}{6}\right)\right) + \\ & 4.59 * \ln(Q) - 0.42 * \ln(Q)^2 - 0.02 * B + \\ & 0.84 * \ln(CAVdp) + 0.41 * \ln(Sa1) + \varepsilon \end{aligned}$$

where Ds is in the units of mm, c1= -8.35 and c2= 0.072 for LBS ≤ 16, and c1= -7.48 and c2= 0.014 otherwise. Q is the building contact pressure in units of kPa, HL is the cumulative thickness of the liquefiable layers in the units of m, B is the building width in the units of m, CAVdp is a standardized version of the cumulative absolute velocity in the units of g-s, Sa1 is 5%-damped pseudo-acceleration response spectral value at a period of 1 s in the units of g, and ε is a normal random variable with zero mean and 0.50 standard deviation in Ln units. The liquefaction-induced building settlement index (LBS) is:

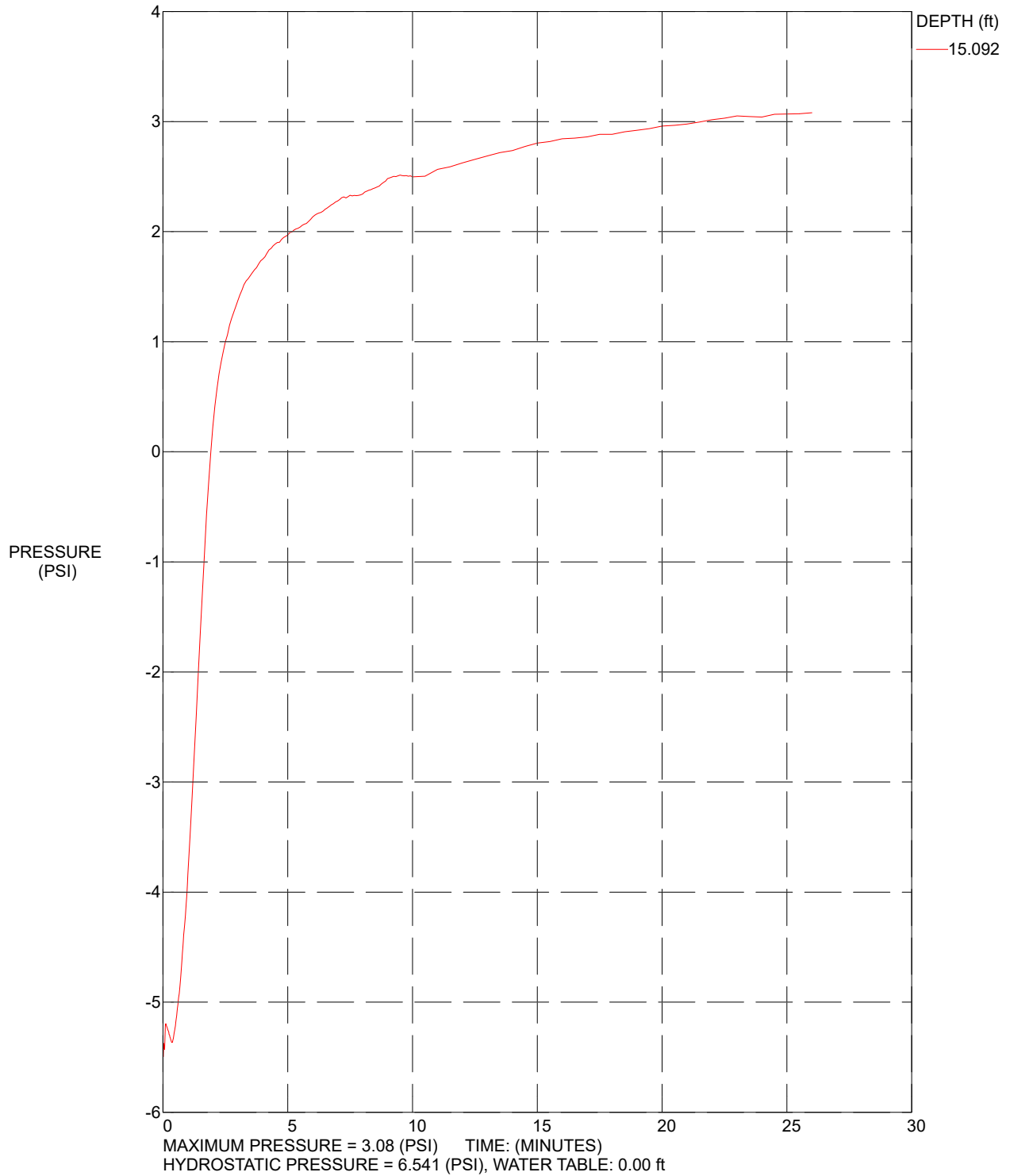
$$LBS = \sum W * \frac{\varepsilon_{shear}}{z} dz$$

where z (m) is the depth measured from the ground surface > 0, w is a foundation-weighting factor wherein W = 0.0 for z less than Df, which is the embedment depth of the foundation, and W = 1.0 otherwise. The shear strain parameter (ε_{shear}) is the liquefaction-induced free-field shear strain (in %) estimated using Zhang et al. (2004). It is calculated based on the estimated Dr of the liquefied soil layer and the calculated safety factor against liquefaction triggering (FSL).

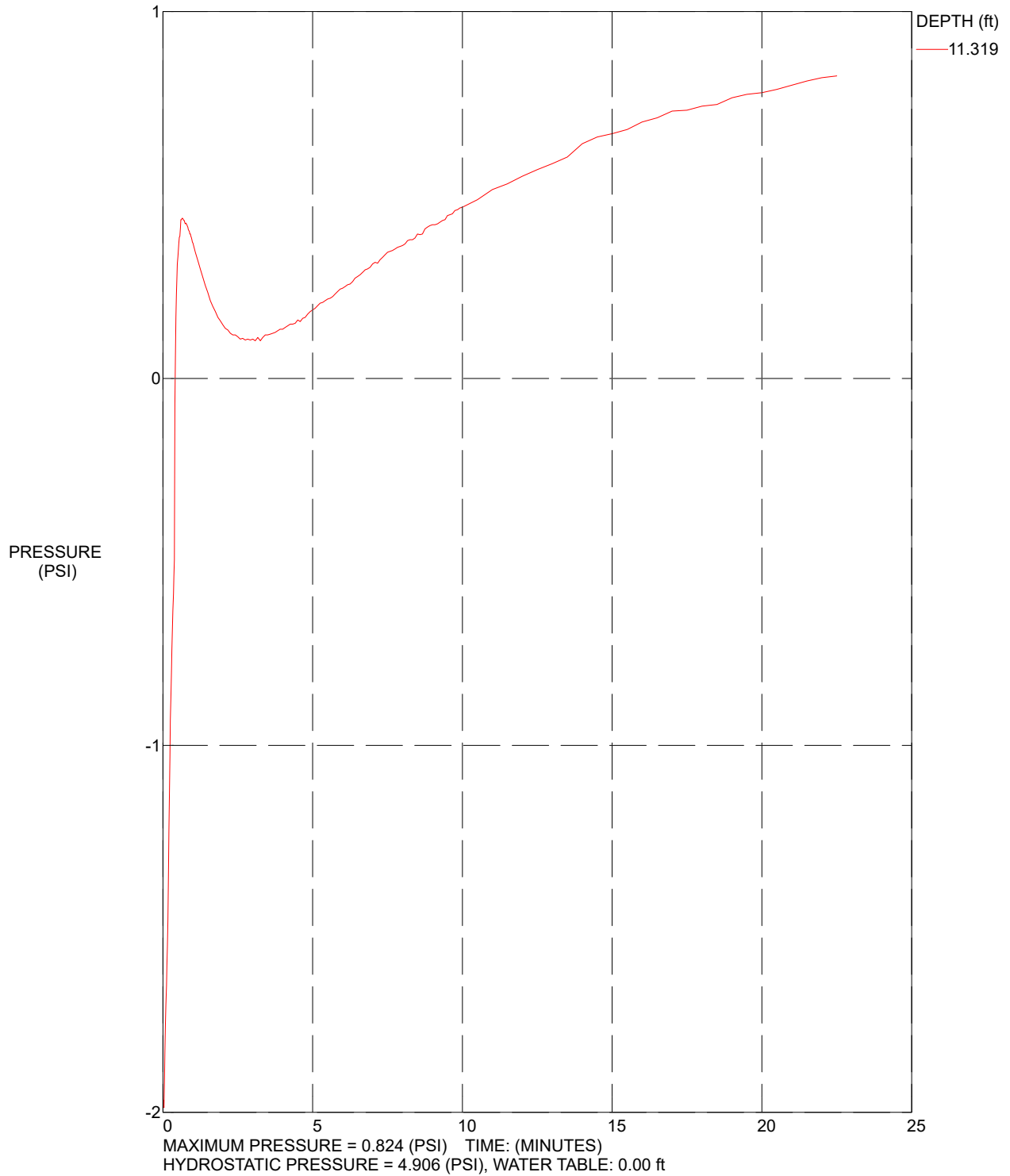
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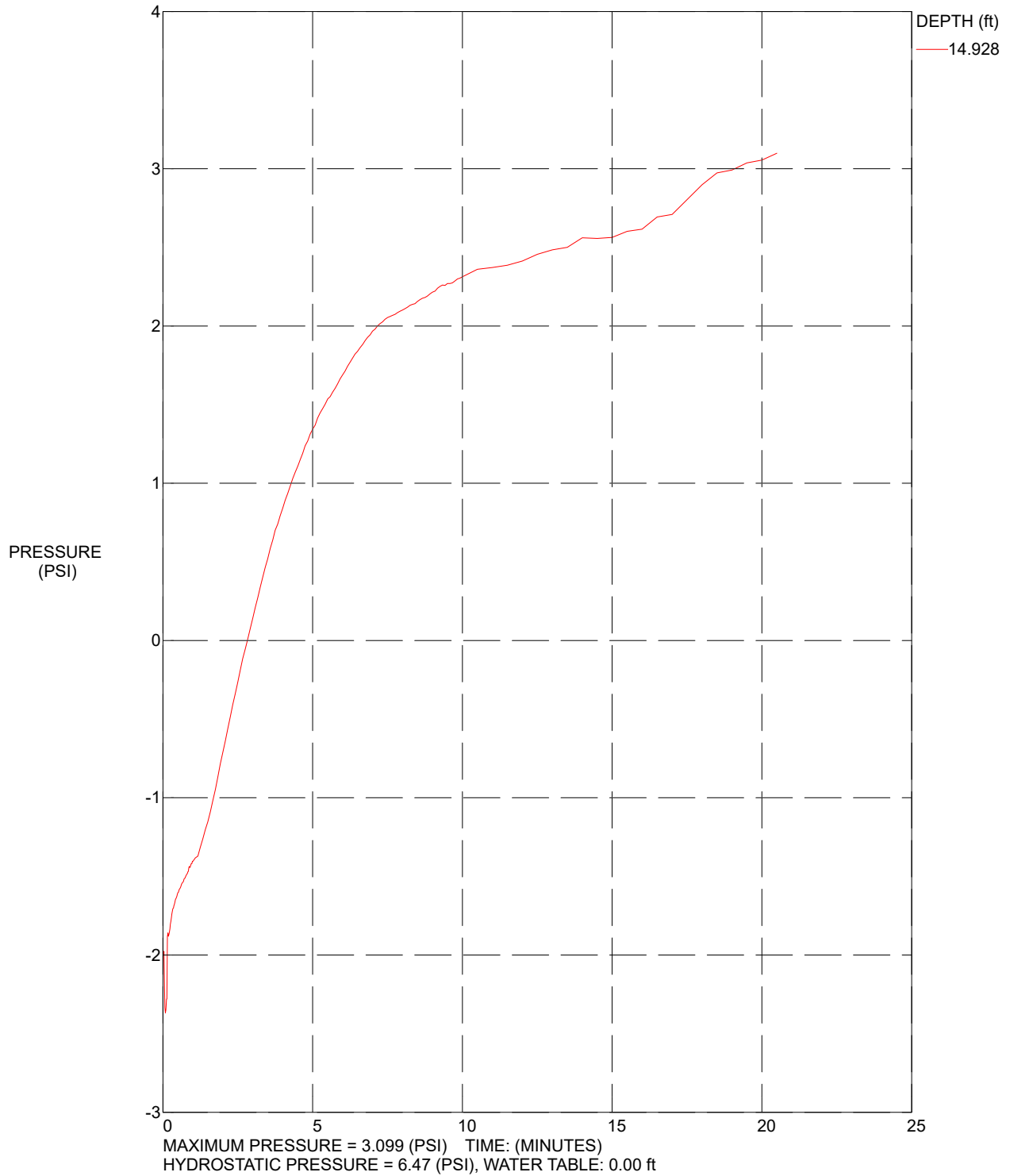
2753 - Mono County Jail - CPT Liquefaction Analyses
Porewater Pressure Dissipation Test
CPT-23-PRE-01



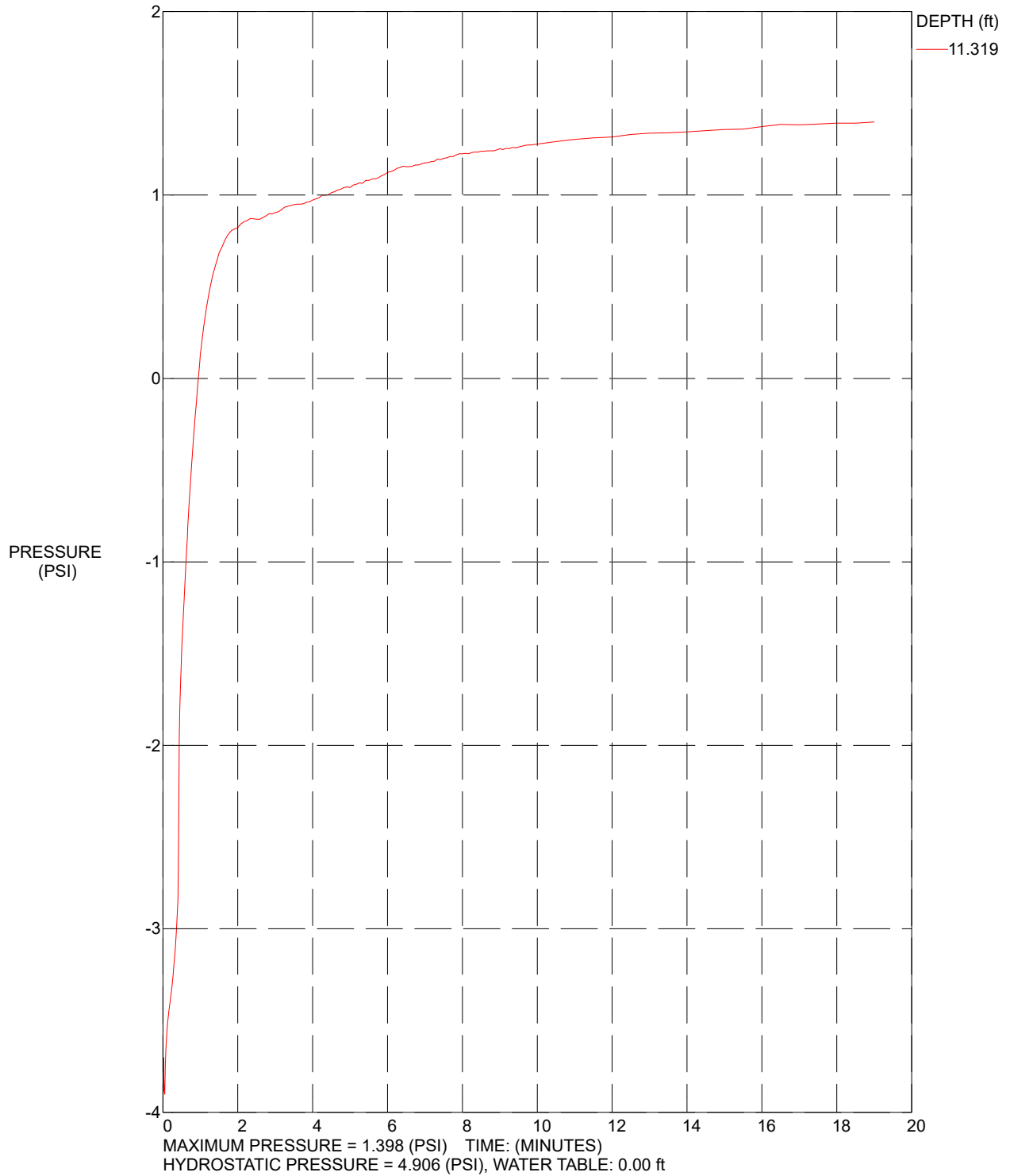
2753 - Mono County Jail - CPT Liquefaction Analyses
Porewater Pressure Dissipation Test
CPT-23-PRE-02



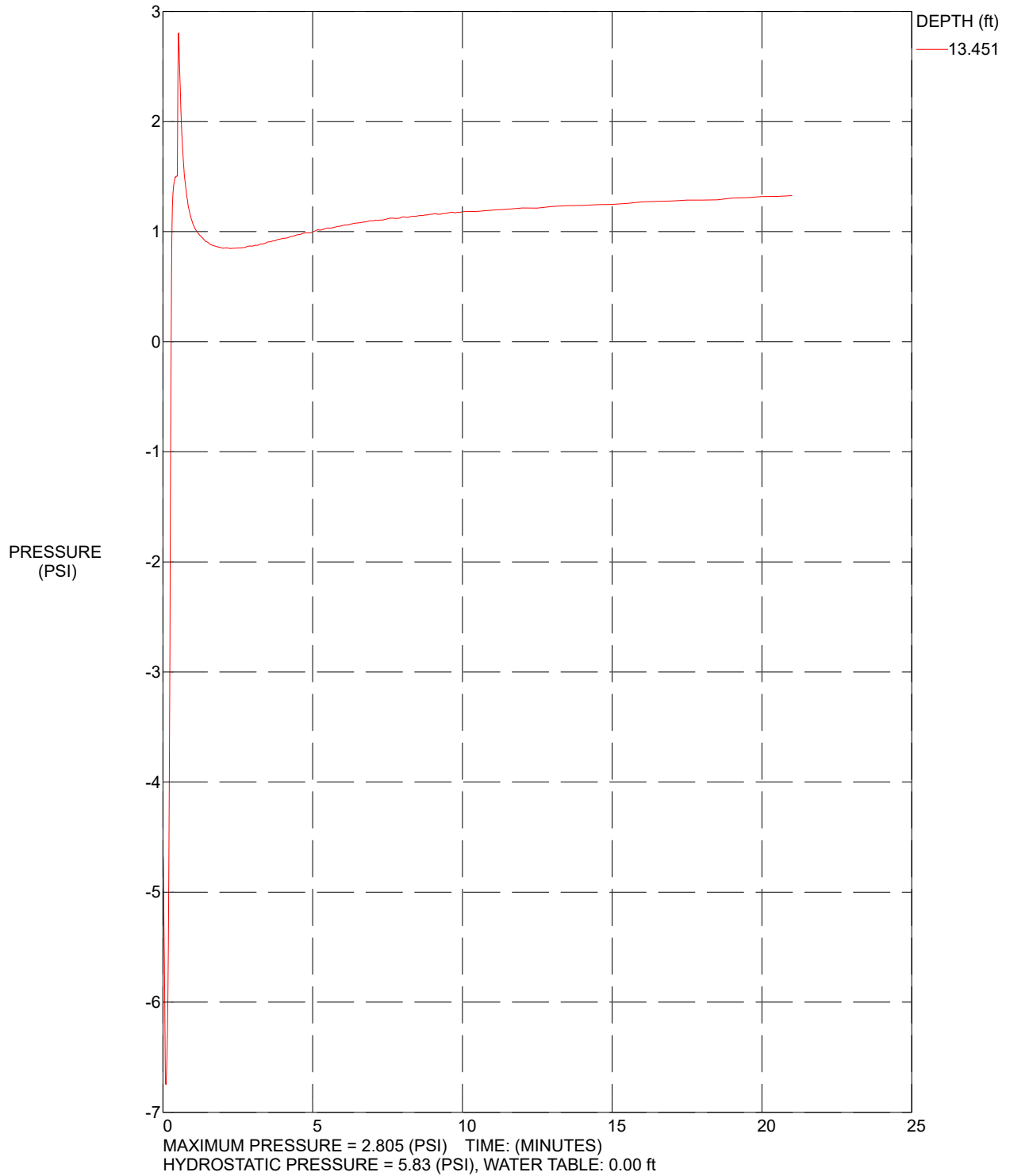
2753 - Mono County Jail - CPT Liquefaction Analyses
Porewater Pressure Dissipation Test
CPT-23-PRE-04



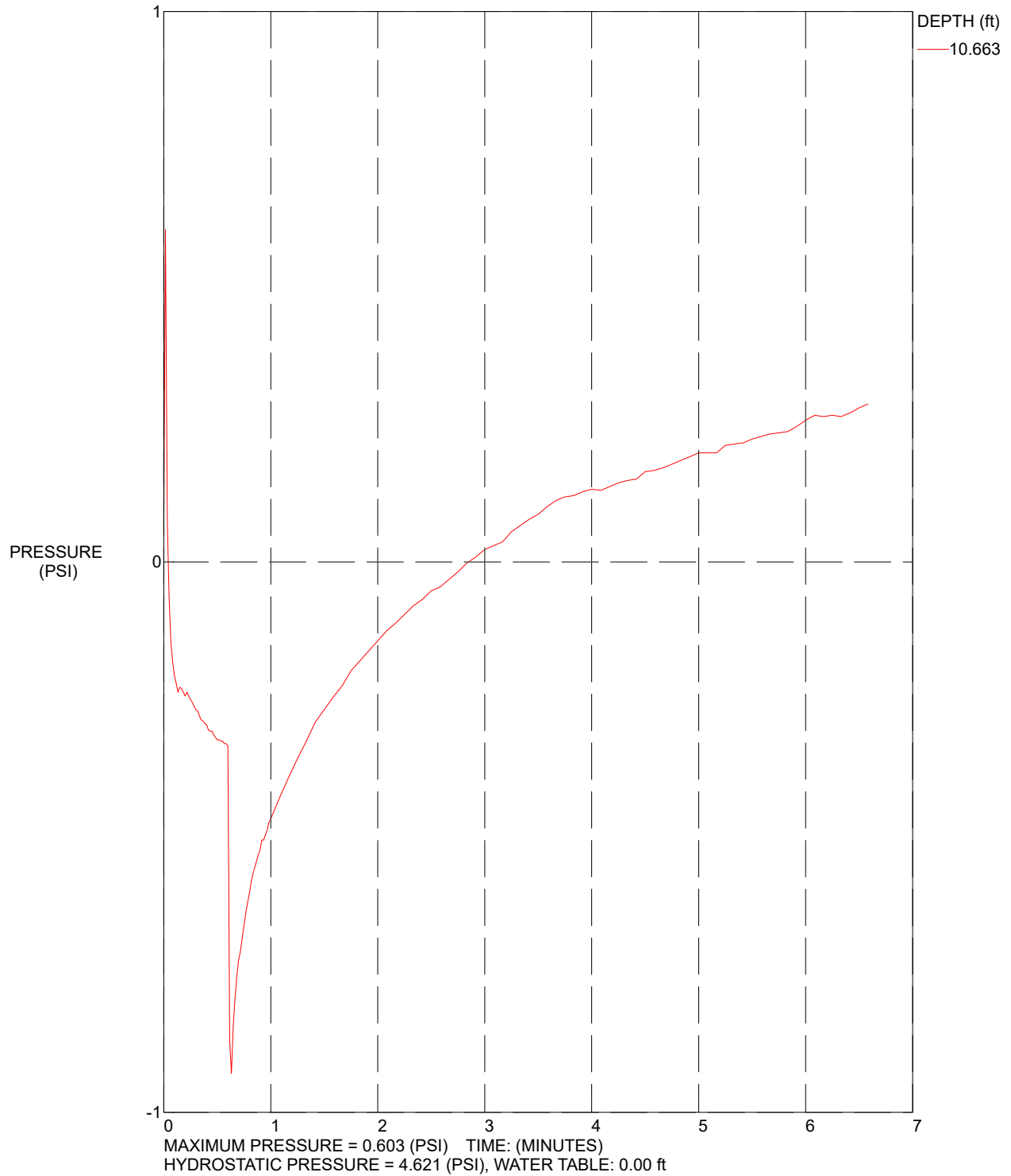
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CPT-23-PRE-05



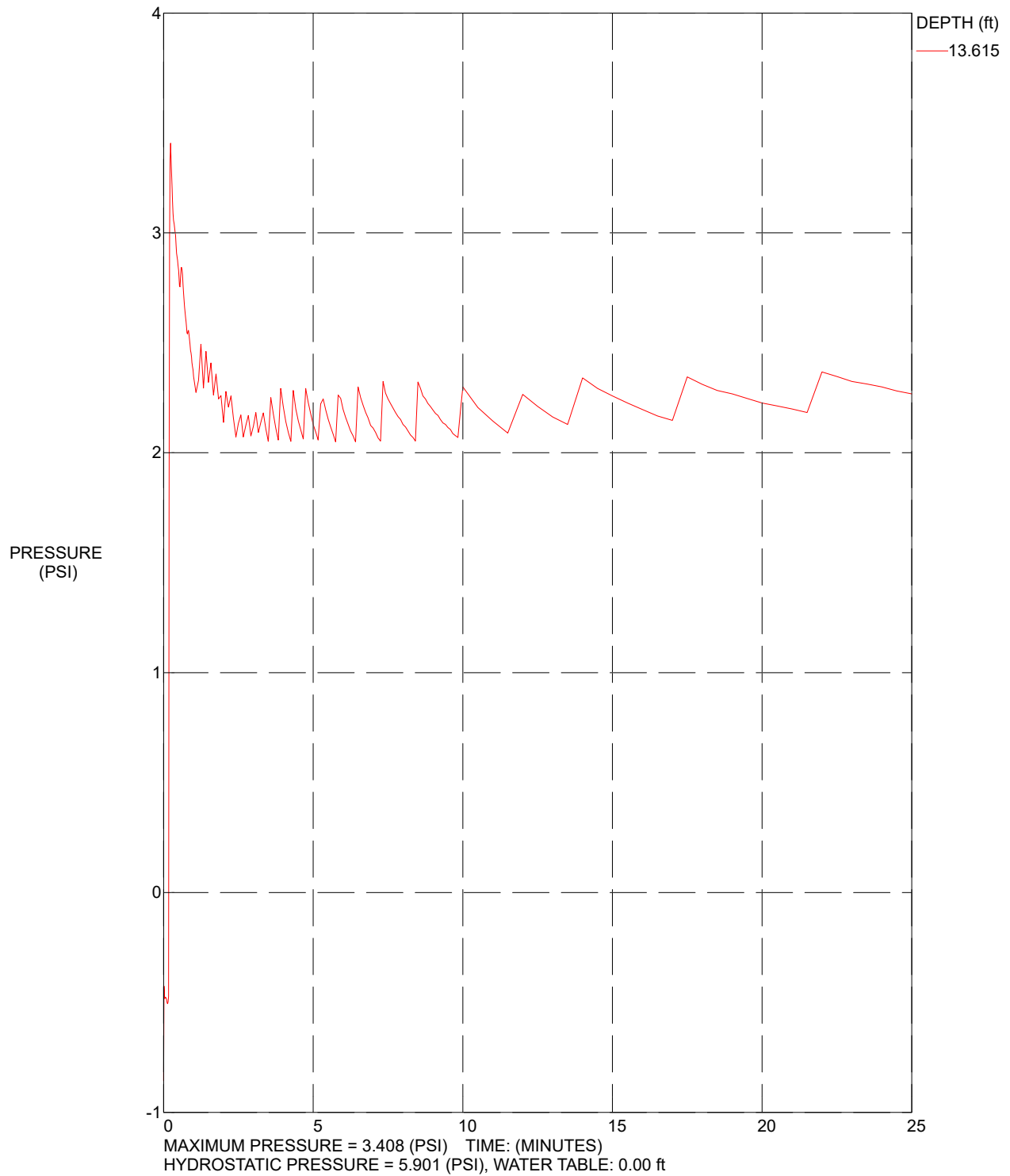
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Porewater Pressure Dissipation Test
CPT-23-PRE-06



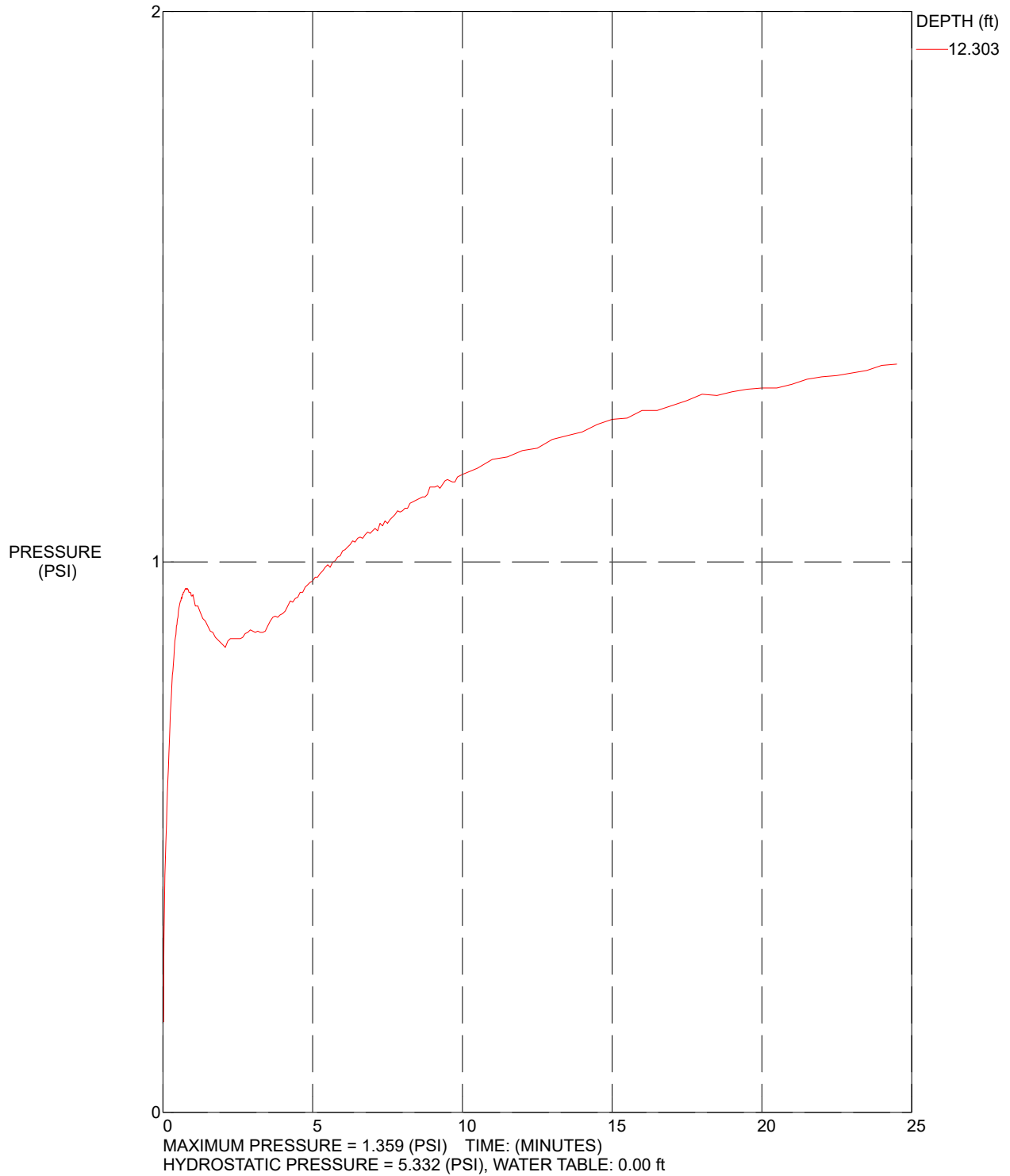
2753 - Mono County Jail - CPT Liquefaction Analyses
Porewater Pressure Dissipation Test
CPT-23-PRE-07



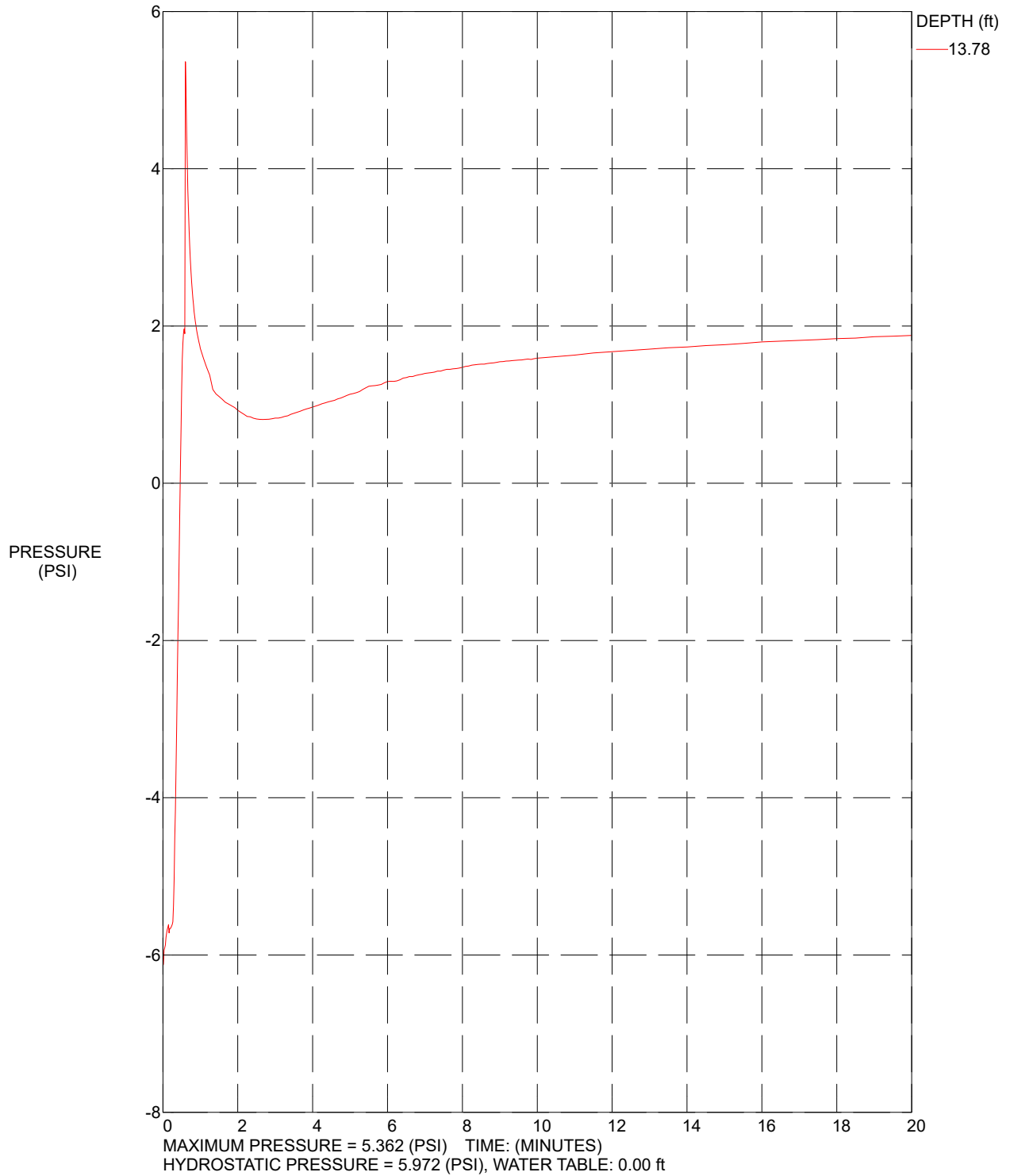
2753 - Mono County Jail - CPT Liquefaction Analyses
Porewater Pressure Dissipation Test
CPT-23-PRE-07a



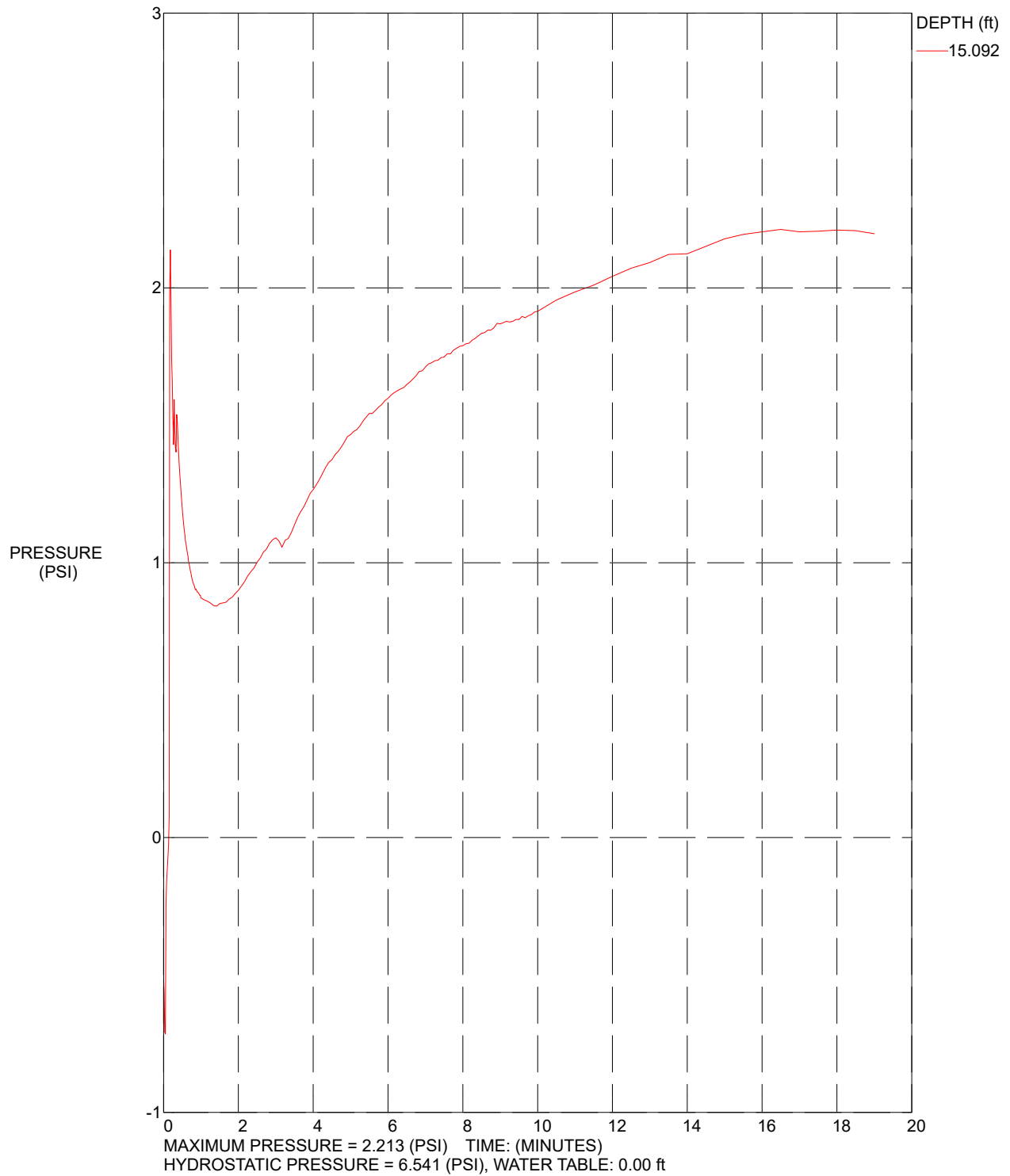
2753 - Mono County Jail - CPT Liquefaction Analyses
Porewater Pressure Dissipation Test
CPT-23-PRE-09



2753 - Mono County Jail - CPT Liquefaction Analyses
Porewater Pressure Dissipation Test
CPT-23-PRE-10



2753 - Mono County Jail - CPT Liquefaction Analyses
Porewater Pressure Dissipation Test
CPT-23-PRE-11





250 Beanville Road
Randolph, Vt. 05060
802-728-4588
800-639-6315

Digital Cone Penetrometer Calibration

Cone Serial Number : DDG1652

Customer : TABER/VBI IN-SITU

Reference Load Cell : Model : 1221ANE-50K-B

S/N : 423636A

cal. due : 9/30/2023

Reference Press. Gauge :

Model : DXD

S/N : 5045

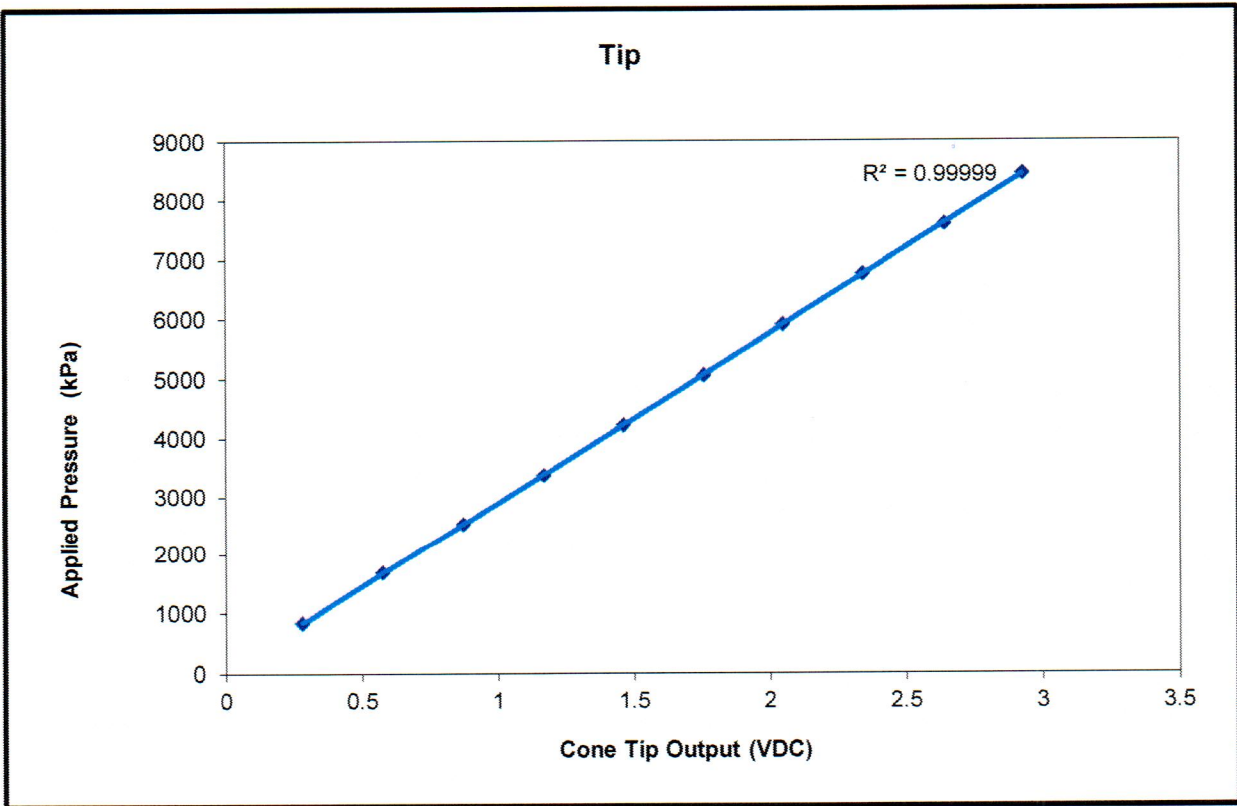
cal. due : 11/17/2023

Sensor : **TIP**

Full range (V) : 2.9407

Baseline (V) : -0.01179

Full Scale Pressure : 117354 KPA



Calibration Date : 1/31/2023

Calibrated By: (signed) L Smith (printed)

Approved by: (signed) J. Haas (printed)



250 Beanville Road
 Randolph, Vt. 05060
 802-728-4588
 800-639-6315

Digital Cone Penetrometer Calibration

Cone Serial Number : DDG1652

Customer : TABER/VBI IN-SITU

Reference Load Cell : Model : 1221ANE-50K-B

S/N : 423636A

cal. due : 9/30/2023

Reference Press. Gauge : Model : DXD

S/N : 5045

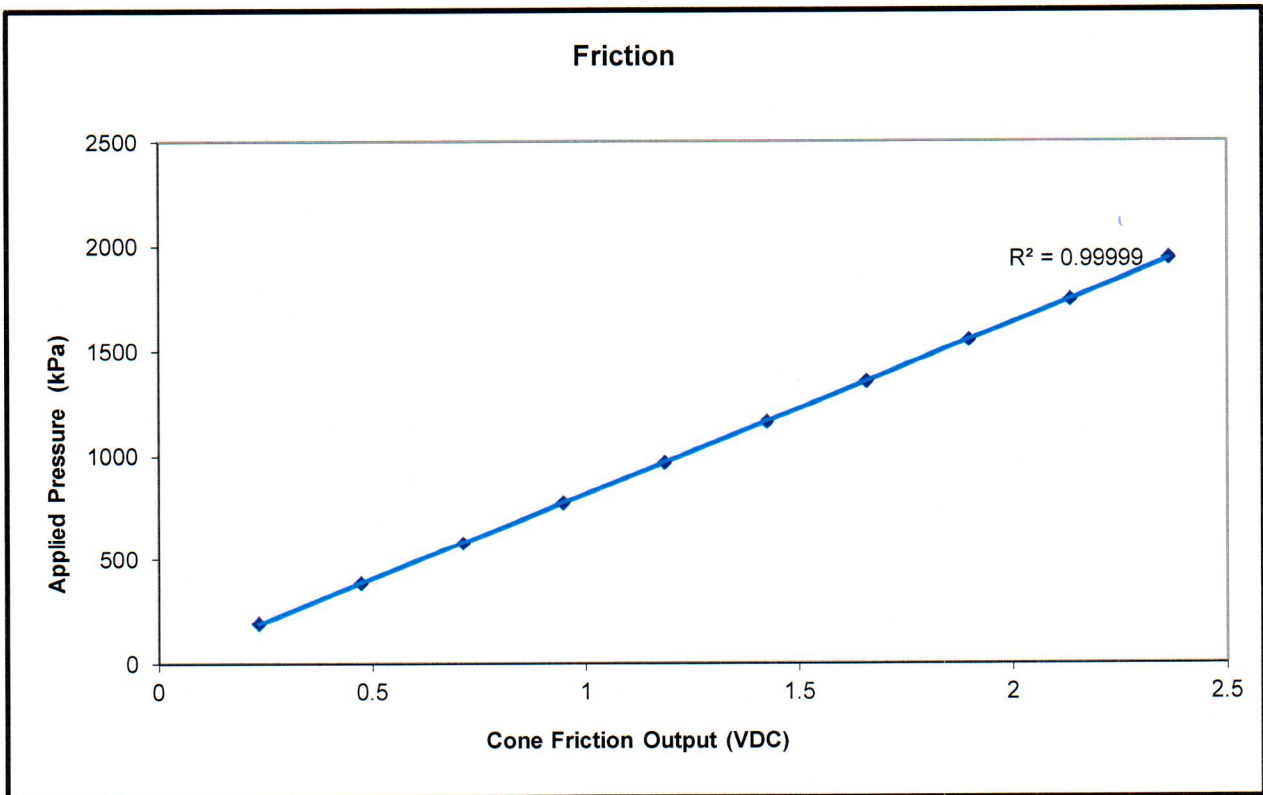
cal. due : 11/17/2023

Sensor : **FRICTION**

Full range (V) : 2.3753

Baseline (V) : -0.00304

Full Scale Pressure : 1944 KPA



Calibration Date : 1/31/2023

Calibrated By: [Signature] (signed) L Smith (printed)

Approved by: [Signature] (signed) J. Haas (printed)



250 Beanville Road
Randolph, Vt. 05060
802-728-4588
800-639-6315

Digital Cone Penetrometer Calibration

Cone Serial Number : DDG1652

Customer : TABER/VBI IN-SITU

Reference Load Cell : Model : 1221ANE-50K-B

S/N : 423636A

cal. due : 9/30/2023

Reference Press. Gauge : Model : DXD

S/N : 5045

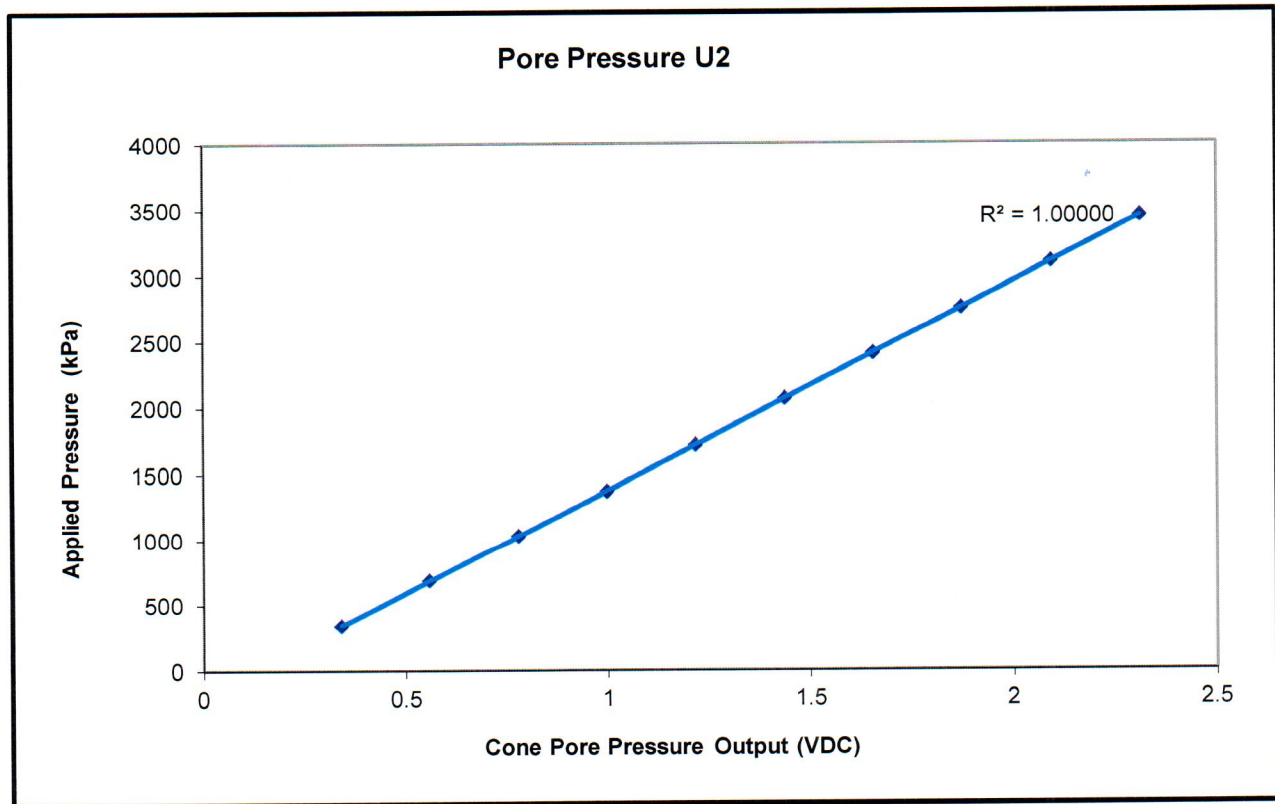
cal. due : 11/17/2023

Sensor : **PRESSURE U2**

Full range (V) : 2.1962

Baseline (V) : 0.11855

Full Scale Pressure : 3447.5 KPA



Calibration Date : 1/31/2023

Calibrated By: [Signature] (signed) L Smith (printed)

Approved by: [Signature] (signed) J. Haas (printed)

GENERAL NOTES

1. CONTRACTOR SHALL PERFORM PROJECT ACTIVITIES IN CONFORMANCE WITH MONO COUNTY ORDINANCES AND STANDARDS AND THE CONDITIONS OF APPROVAL OF APPLICABLE GRADING AND ENCROACHMENT PERMITS ISSUED BY THE MONO COUNTY DEPARTMENT OF PUBLIC WORKS. ALL WORK IN THE MONO COUNTY RIGHT-OF-WAY SHALL BE SUBJECT TO AN ENCROACHMENT PERMIT FROM THE MONO COUNTY DEPARTMENT OF PUBLIC WORKS.
2. ALL WORK SHALL CONFORM TO THESE DRAWINGS, SPECIFICATIONS, MONO COUNTY STANDARDS, THE "STANDARD SPECIFICATIONS" (CURRENT EDITION ISSUED BY THE CALIFORNIA DEPARTMENT OF TRANSPORTATION CALTRANS) AND THE "CALIFORNIA BUILDING CODE" (CURRENT EDITION) IN THE EVENT OF A CONFLICT BETWEEN THE PRECEDING DOCUMENTS, THE MOST STRINGENT SHALL PREVAIL.
3. CONTRACTOR SHALL CONDUCT ALL GRADING OPERATIONS IN CONFORMANCE WITH THE CONSTRUCTION SAFETY ORDERS OF THE STATE OF CALIFORNIA, DEPARTMENT OF INDUSTRIAL RELATIONS, DIVISION OF INDUSTRIAL SAFETY. CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS OF GENERAL OSHA STANDARDS FOR THE PROTECTION OF WORKMEN AND THE GENERAL PUBLIC.
4. ANY EVIDENCE OF CULTURAL RESOURCES FOUND DURING CONSTRUCTION SHALL BE BROUGHT TO THE ATTENTION OF THE MONO COUNTY COMMUNITY DEVELOPMENT DEPARTMENT AND ALL CONSTRUCTION ACTIVITIES SHALL CEASE UNTIL AUTHORIZED BY THAT DEPARTMENT.
5. CONTRACTOR SHALL CONTACT THE MONO COUNTY DEPARTMENT OF PUBLIC WORKS AT (760) 932-5440 TO ARRANGE A PRE-CONSTRUCTION MEETING AT THE PROJECT SITE AT LEAST SEVEN DAYS PRIOR TO COMMENCING SITE ACTIVITIES.
6. CONSTRUCTION ACTIVITIES SHALL BE LIMITED TO THE HOURS OF 7:00 AM TO 7:00 PM MONDAY THROUGH SATURDAY (NO OPERATIONS ALLOWED ON SUNDAYS). CONTRACTOR SHALL KEEP DECKS OF CONSTRUCTION EQUIPMENT TO A MINIMUM, LONG-TERM STORAGE MARKING DEVICES IN ACCORDANCE WITH PREVAILING REQUIREMENTS. SITE PREPARATION AND CONSTRUCTION SHALL BE CONDUCTED SO AS TO MINIMIZE EXCESSIVE NOISE, DUST, ODORS AND DISTURBANCE TO NEIGHBORS WITHIN 500 FEET.
7. THE LIMITS OF CONSTRUCTION SPECIFIED ON THESE DRAWINGS SHALL BE CAREFULLY AND FULLY FLAGGED PRIOR TO START OF CONSTRUCTION IN A MANNER TO PREVENT DAMAGE TO VEGETATION AND DISTURBANCE TO SOILS OUTSIDE OF THE CONSTRUCTION AREA. SITE-RESTORATION ACTIVITIES SHALL BE RESTRICTED TO THE IDENTIFIED BOUNDARY.
8. RESTRICTIONS ON THE MOVEMENTS OF HEAVY EQUIPMENT SHALL BE ACCOMMODATED THROUGH THE ESTABLISHMENT OF DESIGNATED TRAVEL ROUTES AND BARRIERS WHICH PREVENT CUTTING, SCARRING AND ROOT DAMAGE TO TREES AND SHRUBS NOT BEING REMOVED.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR, AND WILL BEAR THE COST OF, RESETING ANY SURVEY STAKES OR MONUMENTS DESTROYED BY HIS OPERATIONS.
10. ANY SIDEWALK, CURB, GUTTER OR ANY OTHER CONCRETE STRUCTURES DAMAGED DURING CONSTRUCTION SHALL BE REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST.
11. UTILITY LOCATIONS SHOWN ON THE DRAWINGS ARE APPROXIMATE. WHERE EXCAVATION IS NECESSARY, THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT (USA) AND ALL AFFECTED UTILITY COMPANIES TO LOCATE ALL BURIED UTILITIES AT LEAST 48 HOURS PRIOR TO EXCAVATION. THE CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES FOR REDUCTION OF UTILITIES AS REQUIRED BY THE WORK. EXISTING UTILITY TYPE, LOCATION, MATERIAL AND SIZE ARE BASED ON A SEARCH OF EXISTING RECORDS. WHENEVER CONFLICTING OR UNCLERAR FROM AN EXISTING UTILITY IS REQUIRED, THE CONTRACTOR SHALL NOTIFY TO VERIFY THE LOCATION, SIZE AND MATERIAL OF THE UTILITY PRIOR TO CONSTRUCTION. IN ADDITION TO CALLING USA, THE CONTRACTOR SHALL CONTACT THE FOLLOWING UTILITIES WHOSE TIE IN TO BE IN THE BRIDGEPORT AREA:
SOUTHERN CALIFORNIA ENERGY: 760-402-9025
BRIDGEPORT PUD: 760-932-7251
MONO COUNTY DEPARTMENT OF PUBLIC WORKS (FACILITIES): 760-932-5440
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING ROADS, BUILDINGS OR OTHER STRUCTURES RESULTING FROM HIS CONSTRUCTION ACTIVITIES. REPAIRS SHALL BE MADE TO THE SATISFACTION OF THE ENGINEER AT NO COST TO THE OWNER.
13. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF DISCREPANCIES BETWEEN THE INFORMATION SHOWN ON THESE DRAWINGS AND THE CONDITIONS EXISTING IN THE FIELD. THE CONTRACTOR SHALL CORRECT ALL DRAWINGS AND RESET THE FIGURES BEFORE LAYING OUT THE WORK AND WILL BE RESPONSIBLE FOR ANY ERRORS WHICH MIGHT HAVE BEEN AVOIDED THEREBY. IF THE CONTRACTOR FAILS TO NOTIFY THE ENGINEER IN A TIMELY MANNER OF ANY APPARENT ERROR OR OMISSION ON THE DRAWINGS OR SPECIFICATIONS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING WORK INCORRECTLY DONE AT THE CONTRACTOR'S OWN EXPENSE.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING CONSTRUCTION WATER FOR HIS NEEDS, AS WELL AS STAGING AREA LOCATIONS.
15. DURING THE ENTIRE DURATION OF THIS CONSTRUCTION CONTRACT, THE CONTRACTOR SHALL IMPLEMENT STRINGENT DUST CONTROL MEASURES IN ACCORDANCE WITH THE STATE OF CALIFORNIA RULES AND REGULATIONS. THE CONTRACTOR IS OBLIGATED TO SUPPRESS DUST AT ALL TIMES, 24 HOURS A DAY, REGARDLESS OF WHEN CONSTRUCTION ACTIVITIES ARE OCCURRING.

GRADING NOTES

1. CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO CONTROL DUST IN CONSTRUCTION AREAS AND ON SITE ACCESS ROADS. WATER SHALL BE APPLIED TO DISTURBED SURFACES AT A SUFFICIENT FREQUENCY AND QUANTITY FOR DUST CONTROL PURPOSES. ALL EXPOSED SOIL SURFACES SHALL BE MOISTENED AS REQUIRED TO AVOID NUISANCE CONDITIONS AND INCONVENIENCES FOR LOCAL RESIDENTS, BUSINESSSES, AND TRAVELERS OF NEARBY ROADWAYS.
2. FINISHED GRADES IN ALL AREAS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THESE DRAWINGS. NO AREAS SHALL BE LEFT SUCH THAT A PONING CONDITION OCCURS, UNLESS OTHERWISE SPECIFIED.

EROSION CONTROL NOTES

1. CONSTRUCTION ACTIVITIES SHALL BE PERFORMED IN ACCORDANCE WITH THE APPROVED STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND/OR REPORT OF THE MOST DISCOUNT, AS APPLICABLE. STOCKPILED MATERIALS AND EQUIPMENT STORAGE AREAS SHALL BE LOCATED AS SPECIFIED IN THE APPROVED REPORT. TEMPORARY EROSION CONTROL FACILITIES SHALL BE IN PLACE PRIOR TO COMMENCING ANY GRADING OPERATIONS UPON COMPLETION OF CONSTRUCTION. PERMANENT EROSION CONTROL FACILITIES SHALL BE PLACED AS DESIGNED IN THE APPROVED REPORT. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN A COPY OF THE SWPPP ON SITE.
2. DURING CONSTRUCTION, TEMPORARY EROSION CONTROL MEASURES SUCH AS BERM, SILT FENCES, FIBER ROLLS, EROSION CONTROL BANKERS, OR OTHER METHODS SHALL BE INSTALLED AS NECESSARY TO PREVENT EXPOSURE OF SOIL FROM THE SITE DURING PERIODS OF PRECIPITATION OR RUNOFF. SIMILAR MEASURES SHALL BE INSTALLED ON OR AROUND ANY SOIL STOCKPILE LOCATED ADJACENT TO PUBLIC ROADWAYS, RESIDENCES, OR BUSINESSSES, OR WHEN REMAINING ON-SITE FOR AN EXTENDED PERIOD.
3. CONTRACTOR SHALL TAKE ALL SUCH MEASURES NECESSARY TO RETAIN SOIL AND SEDIMENT ON-SITE AND TO PREVENT TRACKING OF MUD AND DIRT ONTO PUBLIC ROADWAYS.
4. AT NO TIME SHALL THE CONTRACTOR DEWATER THE PROJECT SITE BY PUMPING INTO BODIES OF WATER, STORM DRAINS, OR A SUBURBAN SYSTEM.

LEGEND

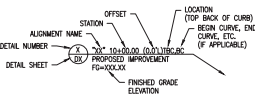
PROPOSED FEATURES

	MAJOR CONTOUR
	MINOR CONTOUR
	BUILDING GRID
	EDGE OF PAVEMENT
	CURB AND GUTTER
	WATER LINE
	GATE VALVE
	FIRE HYDRANT
	STORM DRAIN PIPE
	STORM DRAIN MANHOLE
	STORM DRAIN INLET
	SANITARY SEWER PIPE
	SANITARY SEWER MANHOLE
	SANITARY SEWER CLEANSOUT
	JOINT TRENCH
	PROPANE GAS LINE
	UNDERGROUND ELECTRIC
	CABLE
	TELEPHONE
	GRADING LINES
	FILTER FABRIC FENCE / SALT FENCE
	CUTOFF TRENCH
	POINT ELEVATION W/DESCRIPTION
	CERTIFIED PAD AREA
	CLASS 2 AGGREGATE BASE
	SLOPE INDICATORS
	CONSTRUCTION ENTRANCE

EXISTING FEATURES

	MAJOR CONTOUR
	MINOR CONTOUR
	EDGE OF PAVEMENT
	WATER LINE
	SANITARY SEWER PIPE
	STORM DRAIN PIPE
	UNDERGROUND TELEPHONE
	DRAINAGE CHANNEL FLOWLINE
	RIGHT-OF-WAY
	PROPERTY LINE
	SURVEY MONUMENT
	SURVEY CONTROL POINT
	SANITARY SEWER MANHOLE
	SANITARY SEWER CLEANSOUT
	STORM DRAIN MANHOLE
	FIBER OPTIC MANHOLE
	FRACTION W/DESCRIPTION
	FIRE HYDRANT
	GATE VALVE
	SIGN
	POWER POLE
	STREET LIGHT
	AC PAVEMENT

TYPICAL IMPROVEMENT NOTE



ABBREVIATIONS

NOT ALL ABBREVIATIONS LISTED ARE USED IN THESE DRAWINGS

AB	AGGREGATE BASE	MFR	MANUFACTURER
AC	ASPHALT CONCRETE	WH	WHOLE
AG	AGRIC. GRADING	WY	WYOMING
AT	AT	WD	WADSWORTH DRY DENSITY
AP	APPROXIMATE	M	METRIC
ASSY	ASSEMBLY	M	MILE
AWWA	AMERICAN WATER WORKS ASSOCIATION	M	MEASUREMENT
BC	BEAN CURVE	MSC	MISCELLANEOUS
BMP	BEST MANAGEMENT PRACTICES	M	MIDDLE OF VERTICAL CURVE
BOW	BACK OF WALL	N	NORTH
BW	BLACK PIPE	NEC	NATIONAL ELECTRICAL CODE
BW	BOTTOM OF WALL	NC	NOT IN CONFORMANCE
BVC	BEGIN VERTICAL CURVE	NTS	NOT TO SCALE
C&G	CURB AND GUTTER	N	OR NO. NUMBER
CB	CATCH BASIN	OC	ON CENTER
CF	CURB FEET	OS	ORIGINAL GRADE
CF	CENTRALINE	OWS	OLE/WATER SEPARATOR
CLR	CLEAR	P	PUS OR MINUS
CMP	COMPACTED METAL PIPE	PC	POST-TENSIONED CONCRETE OR
CO	CLEAN OUT	PC	POINT OF COMPOUND CURVE
COM	COMMINUTATION	PF	PERMANENT FACEDMENT
CONC	CONCRETE	PL	PROPERTY LINE
CONST	CONSTRUCT	POS	POSITIVE
CP	CONTROL POINT	PR	POINT OF REVERSE CURVE
CT	CURB TARD	PSI	POUNDS PER SQUARE INCH
* OR DEG	(DEGREES)	PT	POINT
D	DIAPHRAGM	PT	PERMISSION TO CONSTRUCT
D	DIAPHRAGM	PU	PUBLIC UTILITY EASEMENT
D	DIAPHRAGM	PCD	POLYMER CHALLENGE
D	DIAPHRAGM	PVI	POINT OF VERTICAL INTERSECTION
D	DIAPHRAGM	PWT	PAVEMENT
E	EAST	R	RADIUS
EA	EACH	REF	REINFORCED CONCRETE PIPE
EASE	EASEMENT	REG	REGISTRATION
EC	END OF CURVE	RC	RATED IMPACT COMPACTION
ED	EXISTING GRADE	R/R	RIGHT
ELEC	ELECTRIC	R/W	RIGHT-OF-WAY
EL	ELEVATION	S	SLOPE, SOUTH
END	END OF PAVEMENT	SCH	SCHEDULE
EX	EXISTING	SD	STORM DRAIN
FCA	FLANGE COUPLING ADAPTER	SDR	STANDARD DENSITY BOND
FH	FIRE HYDRANT	SM	SQUARE FOOT/FEET
FG	FINISH GRADE	SWM	SANITARY SEWER MANHOLE
FG	FINISH GRADE	SWS	SANITARY SEWER CLEAN OUT
FES	FINISHED END SECTION	SS	SANITARY SEWER, STAINLESS STEEL
FLG	FLANGED	STA	STATION
FO	FOOT	STD	STANDARD
FO	FOOT	SY	SQUARE YARD
G	GAS	TBC	TOP BACK OF CURB
GV	GATE VALVE	TG	TOP OF CURB
GS	GRADE BREAK	TTC	TEMPORARY CONSTRUCTION EASEMENT
GSP	GALVANIZED STEEL PIPE	TR	TOP OF W/LL
H	HIGH POINT	TP	TYPICAL
HOR	HORIZONTAL	U/E	UNDERGROUND ELECTRIC
HPPE	HIGH DENSITY POLYETHYLENE	U/G	UNDERGROUND
HMA3	HOT MIXED ASPHALT CONCRETE	VC	VERTICAL CURVE
I	INVERT ELEVATION	VG	VALLEY GUTTER
ID	INSIDE DIAMETER	W	WATER
I/O	INTERSECTION	W	WATER LINE
INT	INTERSECTION	W	WEST
L	LEFT	W	WITH
LEN	LENGTH	WM	WATER METER
L	LINEAR FEET		
LP	LOW POINT		
LS	LUMP SUM		

AGENCY



PROJECT:
**MONO COUNTY NEW JAIL
 EARLY SITE PACKAGE**

221 TWIN LAKES RD
 BRIDGEPORT, CA 95317

CLIENT
 MONO COUNTY PUBLIC WORKS
 DEPARTMENT
 P.O. BOX 457, BRIDGEPORT, CA 95317

ISSUED

MARK	DATE	DESCRIPTION

95% CONSTRUCTION DOCUMENTS
 APRIL 15, 2024

MANAGEMENT	
LIONAKIS PROJECT NO.	018133
CLIENT PROJECT NO.	
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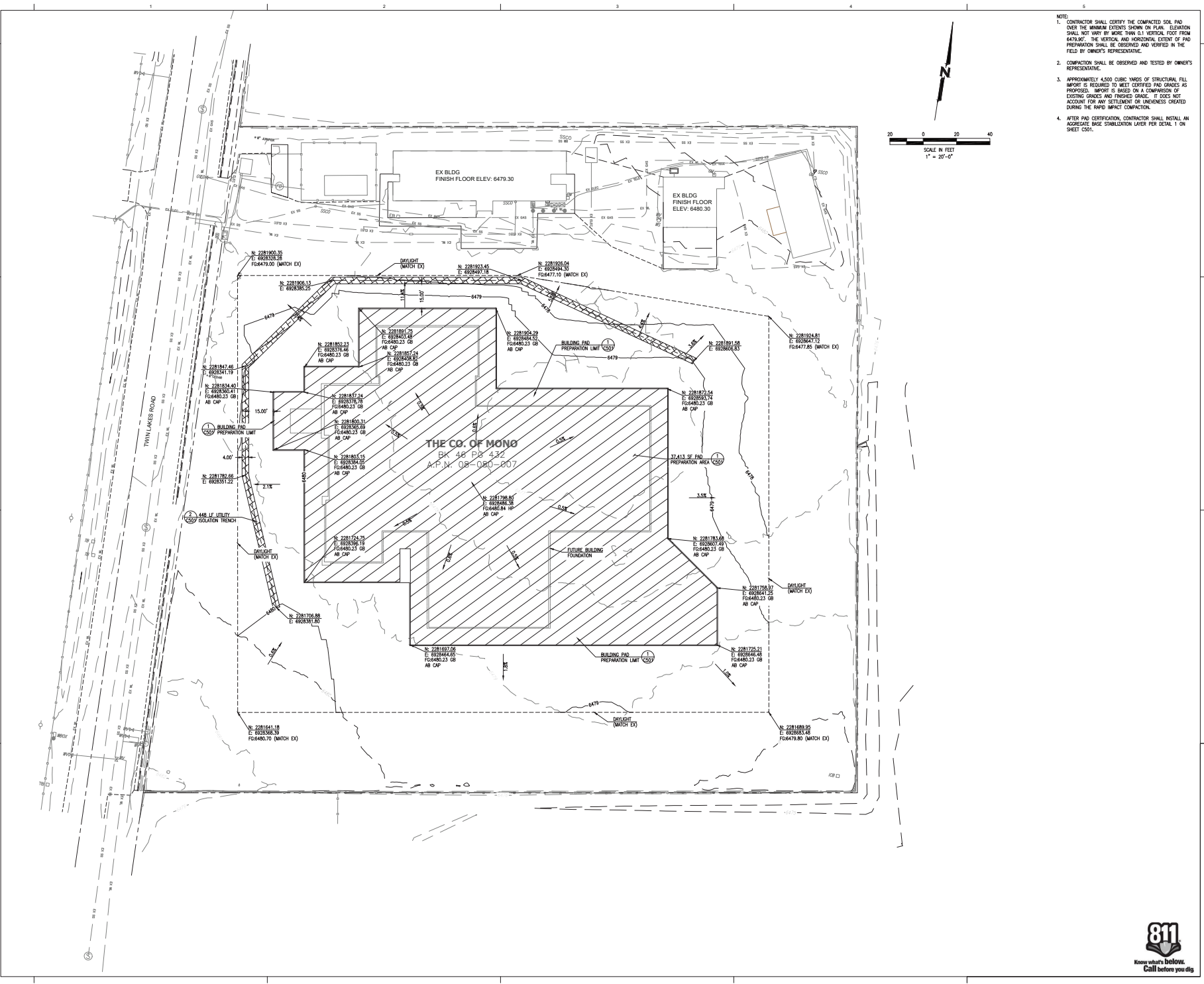
TITLE
**CIVIL NOTES,
 LEGEND, AND
 ABBREVIATION**



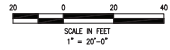
THIS SHEET IS TO BE USED IN CONJUNCTION WITH THE PRELIMINARY GRADING PLAN.

DATE: 04/15/2024

SCALE: AS SHOWN



- NOTE:
- CONTRACTOR SHALL CERTIFY THE COMPACTED SOIL PAD OVER THE MINIMUM EXTENTS SHOWN ON PLAN. ELEVATION SHALL NOT VARY BY MORE THAN 0.1 VERTICAL FOOT FROM 6479.00'. THE VERTICAL AND HORIZONTAL EXTENT OF PAD PREPARATION SHALL BE OBSERVED AND NOTED IN THE FIELD BY OWNER'S REPRESENTATIVE.
 - COMPACTION SHALL BE OBSERVED AND TESTED BY OWNER'S REPRESENTATIVE.
 - APPROXIMATELY 4,500 CUBIC YARDS OF STRUCTURAL FILL IMPORT IS REQUIRED TO MEET CERTIFIED PAD GRADES AS PROPOSED. IMPORT IS BASED ON A COMPARISON OF EXISTING GRADES AND FINISHED GRADE. IT DOES NOT ACCOUNT FOR ANY SETTLEMENT OR UNEVENNESS CREATED DURING THE RAPID IMPACT COMPACTION.
 - AFTER PAD CERTIFICATION, CONTRACTOR SHALL INSTALL AN AGGREGATE BASE STABILIZATION LAYER PER DETAIL 1 ON SHEET C501.



LIONAKIS
 1910 Newkirk Street
 Sacramento, CA 95811
 P 916.558.1800 F 916.558.1919
 www.lionakis.com

AGENCY

CONSULTANT

NCE
 1885 S. Adeline Ave. Suite 111
 Reno, Nevada 89509
 (775) 229-4955 Fax (775) 229-8098

SEAL

PROJECT
**MONO COUNTY NEW JAIL
 EARLY SITE PACKAGE**

221 TWIN LAKES RD
 BRIDGEPORT, CA 95317

CLIENT
 MONO COUNTY PUBLIC WORKS
 DEPARTMENT
 P.O. BOX 457, BRIDGEPORT, CA 95317

MARK	DATE	DESCRIPTION

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 APRIL 15, 2024

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TITLE
**LAYOUT AND
 GRADING**

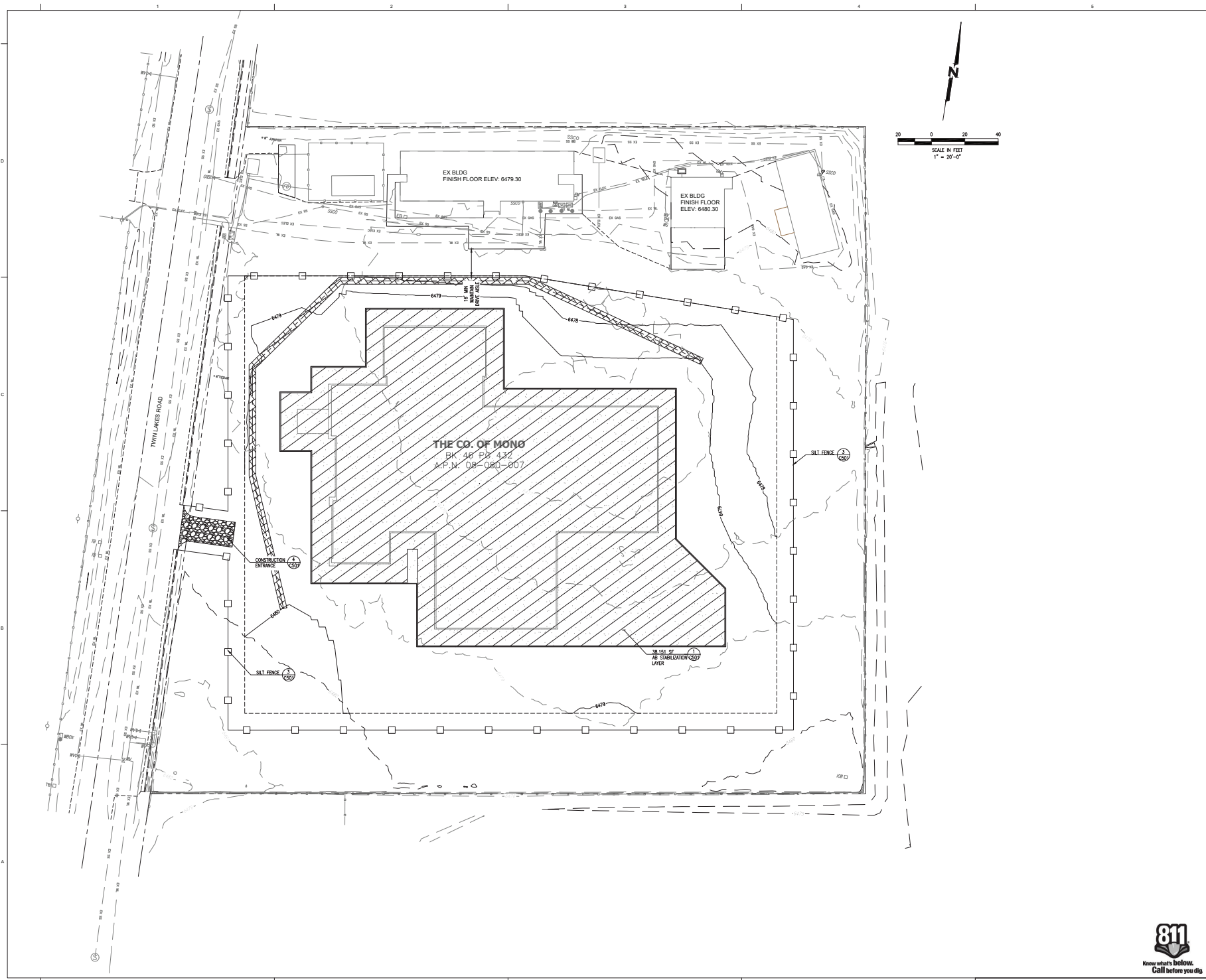
SHEET
C-101



THIS SHEET IS TO BE USED IN CONJUNCTION WITH THE PREVIOUS SHEETS OF THIS PROJECT.

DATE: 04/15/2024

4/15/2024 11:45 AM



AGENCY

CONSULTANT
NCE
 1885 S. Arlington Ave. Suite 111
 Reno, Nevada 89509
 (775) 229-4955 Fax (775) 229-8098



PROJECT
**MONO COUNTY NEW JAIL
 EARLY SITE PACKAGE**
 221 TWIN LAKES RD
 BRIDGEPORT, CA 95317

CLIENT
 MONO COUNTY PUBLIC WORKS
 DEPARTMENT
 P.O. BOX 457, BRIDGEPORT, CA 95317

ISSUED

MARK	DATE	DESCRIPTION

95% CONSTRUCTION DOCUMENTS
 APRIL 15, 2024

MANAGEMENT
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TITLE
**EROSION CONTROL
 PLAN**

SHEET
C-102





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

REGULAR AGENDA REQUEST

Print

MEETING DATE May 21, 2024

TIME REQUIRED

SUBJECT

Letter of Opposition to the
Governor's May Revision Budget
Proposal

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Letter to Senator Menjivar and Assembly Member Weber regarding the opposition of the Governor's May revision budget proposal to eliminate the entire \$300 million ongoing General Fund Future of Public Health investment, including \$200 million dedicated to local health department workforce and infrastructure. We also express opposition to the elimination of \$52.5 million in Future of Public Health funds in the current fiscal year.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Letter

History

Time	Who	Approval
5/15/2024 8:02 AM	County Counsel	Yes
5/16/2024 1:35 PM	Finance	Yes
5/16/2024 2:48 PM	County Administrative Office	Yes



Jennifer Kreitz~District One Rhonda Duggan~District Two Bob Gardner~District Three
John Peters~District Four Lynda Salcido~District Five

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5530

BOS@mono.ca.gov

Queenie Barnard, Clerk of the Board

May 13, 2024

The Honorable Caroline Menjivar
Chair, Senate Budget & Fiscal Review Subcommittee No. 3 on Health & Human Services
1021 O Street, Suite 6720
Sacramento, CA 95814

The Honorable Akilah Weber, M.D.
Chair, Assembly Budget Subcommittee No. 1 on Health
1021 O Street, Suite 4130
Sacramento, CA 95814

RE: Reject Governor's Proposal to Eliminate \$300 Million Future of Public Health (FoPH)

Dear Senator Menjivar and Assembly Member Weber:

The Mono County Board of Supervisors writes to strongly oppose the Governor's May Revision budget proposal to eliminate the entire \$300 million ongoing General Fund Future of Public Health investment, including \$200 million dedicated to local health department workforce and infrastructure. We also express opposition to the elimination of \$52.5 million in Future of Public Health funds in the current fiscal year.

Mono County Division of Public Health serves as the first line of defense against all public health threats in our community. To carry out this key responsibility, we rely on a highly skilled and specialized workforce. The public health workforce has faced significant challenges over the past several years responding to the COVID-19 pandemic, including burnout and harassment by members of the public.

Future of Public Health provides Mono County with ongoing funding to build our workforce and infrastructure. These funds allow us to permanently hire an epidemiologist to serve as a resource and technical consultant to public health officials and other local and state community stakeholders; provide 24/7 public health officer coverage; fund one of only three nurses employed by our public health division; and, helps to fund essential community health outreach. These funds are critical in allowing us to build *and sustain* our public health infrastructure to meet current and future public health needs for our residents.

These investments represent the very few initiatives dedicated to strengthening the governmental public health workforce and infrastructure of our state, and we are dismayed by the Administration's proposal to eliminate these vital resources.

As we continue to emerge from the COVID-19 pandemic, our country and state has experienced the tragic impacts of understaffed and under-resourced local public health departments. California must continue to support the governmental public health workforce and ensure robust and capable public health departments.

It is for these reasons that our organization respectfully requests that your committee reject the Administration's proposed elimination of public health funding and maintain the ongoing \$300 million Future of Public Health investment.

Respectfully,


John Peters (May 13, 2024 13:18 PDT)

Supervisor John Peters
Mono County Board Chair

cc: Honorable Members, Senate Budget & Fiscal Review Committee
Honorable Members, Assembly Budget Committee
Scott Ogun, Deputy Staff Director, Senate Budget & Fiscal Review Committee
Elissa Wynne, Staff Director, Senate Budget & Fiscal Review Committee
Marjorie Swartz, Principal Consultant, Office of Senate President pro Tempore
Christian Griffith, Chief Consultant, Assembly Budget Committee
Rosielyn Pulmano, Consultant, Office of Assembly Speaker
Anthony Archie, Consultant, Senate Republican Caucus
Kirk Feely, Fiscal Director, Senate Republican Caucus
Eric Dietz, Consultant, Assembly Republican Caucus
Joe Shinstock, Fiscal Director, Assembly Republican Caucus
Joe Stephenshaw, Director, Department of Finance
Mark Ghaly, Secretary, Health & Human Services Agency
Tomás Aragón, Director & State Public Health Officer, Department of Public Health
Michelle Gibbons, Executive Director, County Health Executives Association of California
The Honorable Marie Alvarado-Gil, California State Senator, District 4
The Honorable Jim Patterson, California State Assembly, District 8
Graham Knaus, Chief Executive Officer, California State Association of Counties (CSAC)
Justin Garrett, Senior Legislative Advocate, California State Association of Counties (CSAC)



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

REGULAR AGENDA REQUEST

Print

MEETING DATE May 21, 2024

Departments: Board of Supervisors

TIME REQUIRED 30 minutes

SUBJECT Inyo National Forest Pre-Seasonal Update

PERSONS APPEARING BEFORE THE BOARD

Lesley Yen, Forest Supervisor; Todd McDivitt, Deputy Forest Fire Chief; Lance Rosen, Assistant District Fire Management Officer and Chris Small Comb, NOAA/National Weather Service

AGENDA DESCRIPTION:

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

Presentation by the Inyo National Forest and Bishop Field Office BLM Leadership teams regarding the 2023 Wildfire Seasonal Review, 2024 Wildfire Seasonal Review, and the Inyo National Forest and Bishop BLM Fire program overview.

RECOMMENDED ACTION:

None, informational only.

FISCAL IMPACT:

None.

CONTACT NAME: Danielle Patrick

PHONE/EMAIL: 7609325535 / despinosa@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Presentation

History

Time	Who	Approval
5/14/2024 2:18 PM	County Counsel	Yes

5/16/2024 1:33 PM

Finance

Yes

5/16/2024 2:24 PM

County Administrative Office

Yes

File Code: 5120

Date: 5/21/2024

To: Mono County Board of Supervisors

From: Inyo National Forest Supervisor Lesley Yen and Deputy Forest Fire Chief Todd McDivitt

Subject: INF/BLM Fire Season Briefing

Subject

The Inyo National Forest and Bishop Field Office BLM Leadership Teams would like to have an information discussion covering the following topics:

- 2023 Wildfire seasonal review
- 2024 Wildfire seasonal outlook
- Inyo NF and Bishop BLM Fire program overview

The presentation will cover a quick recap of the 2023 Fire Season and how we are preparing for the 2024 fire season, our staffing level/plan, and a NOAA/National Weather Service Meteorologist will share the 2024 weather outlook.

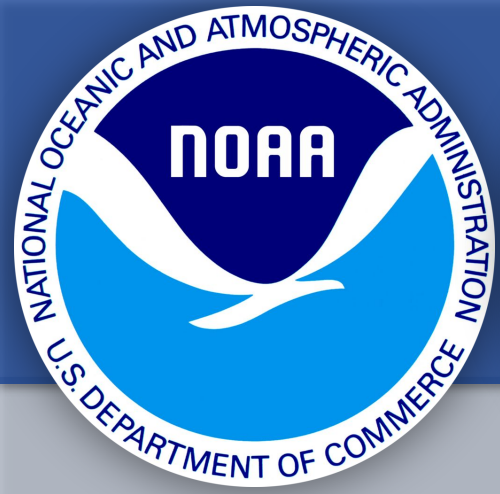
Fiscal impact; none.

Presenters' names, titles and contact information:

Lesley Yen, Forest Supervisor	lesley.yen@usda.gov
Todd McDivitt, Deputy Forest Fire Chief	todd.mcdivitt@usda.gov
Lance Rosen, Assistant District Fire Management Officer	lrosen@blm.gov
Chris Smallcomb, NOAA/National Weather Service	chris.smallcomb@noaa.gov

Chris will join remotely.





Climate Update & Fire Season Outlook for the Eastern Sierra

Weather Forecast Office

Reno, NV

Tuesday, May 21

No drought means no fire, right? Sort of. Maybe.

weather.gov/reno 775-673-8100



Mammoth Trail Fest - Sept 2023

Chris Smallcomb

Meteorologist in Charge

National Weather Service

Reno, Nevada

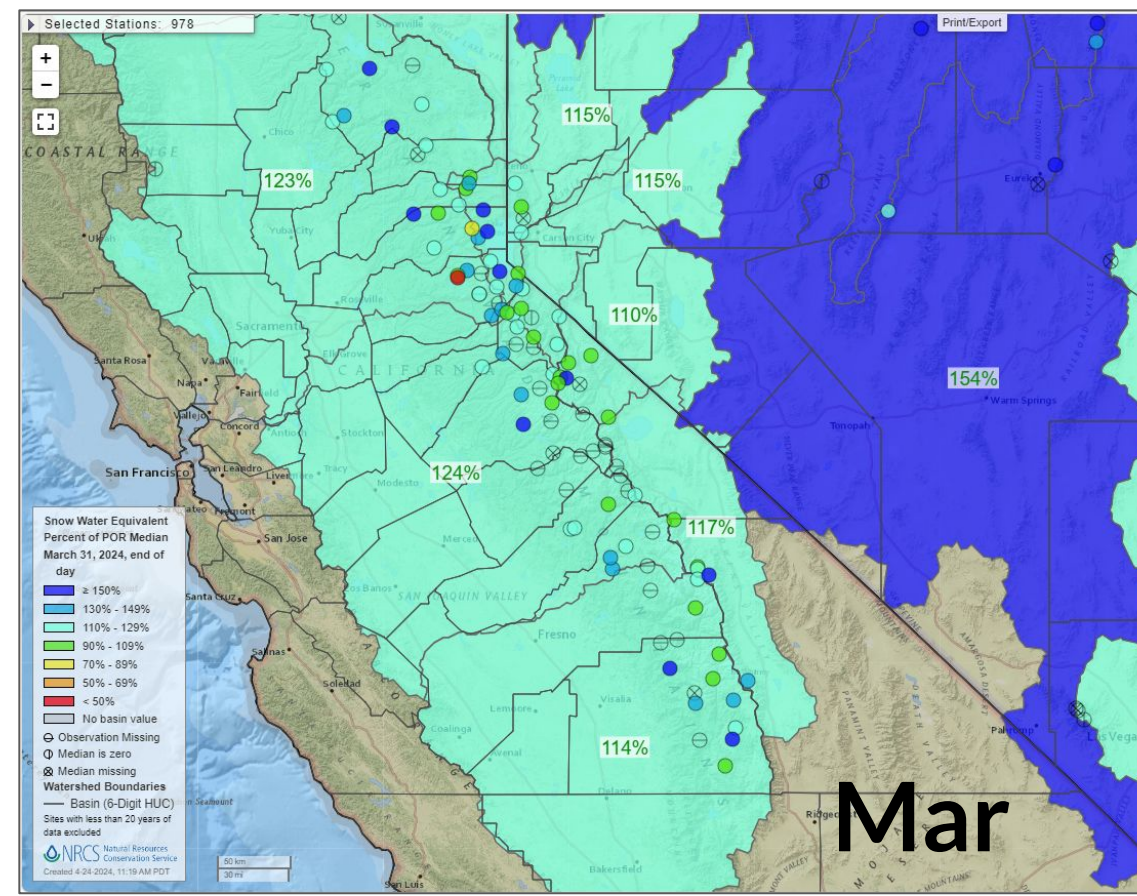
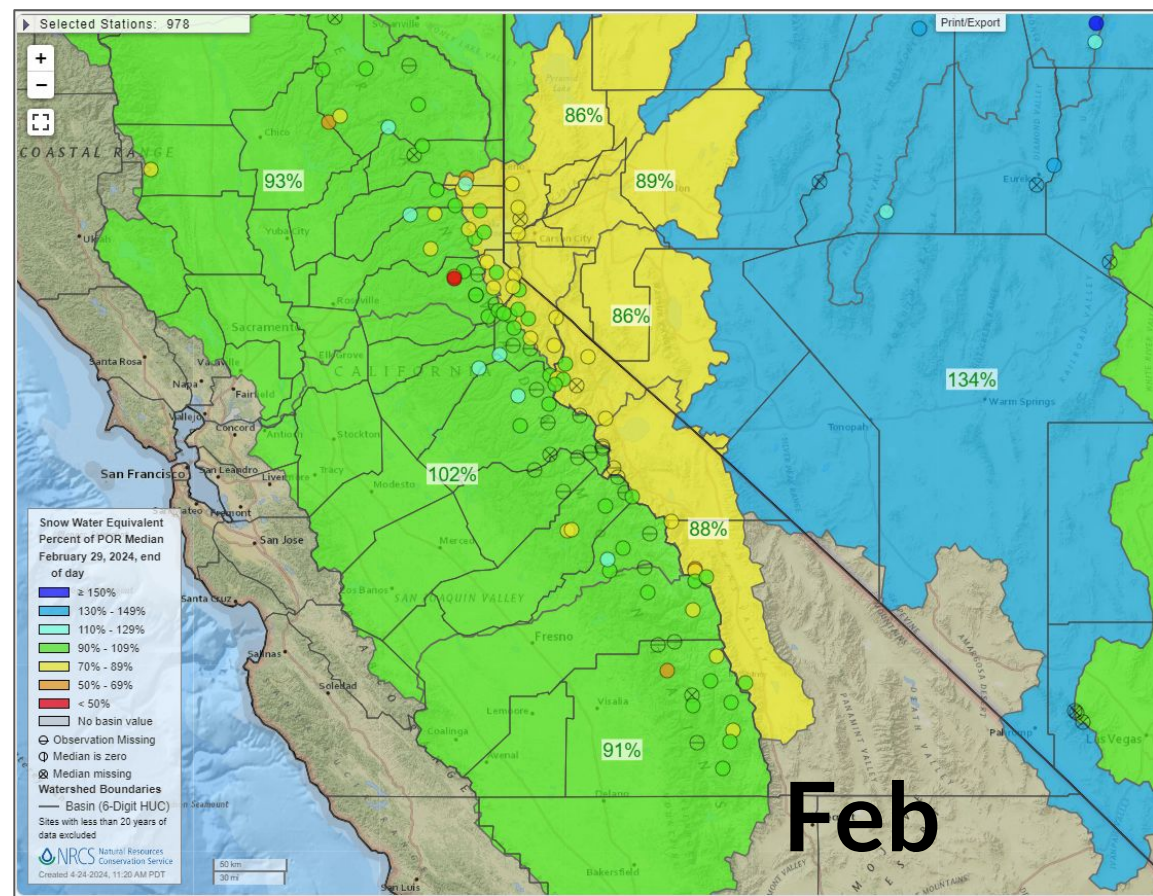
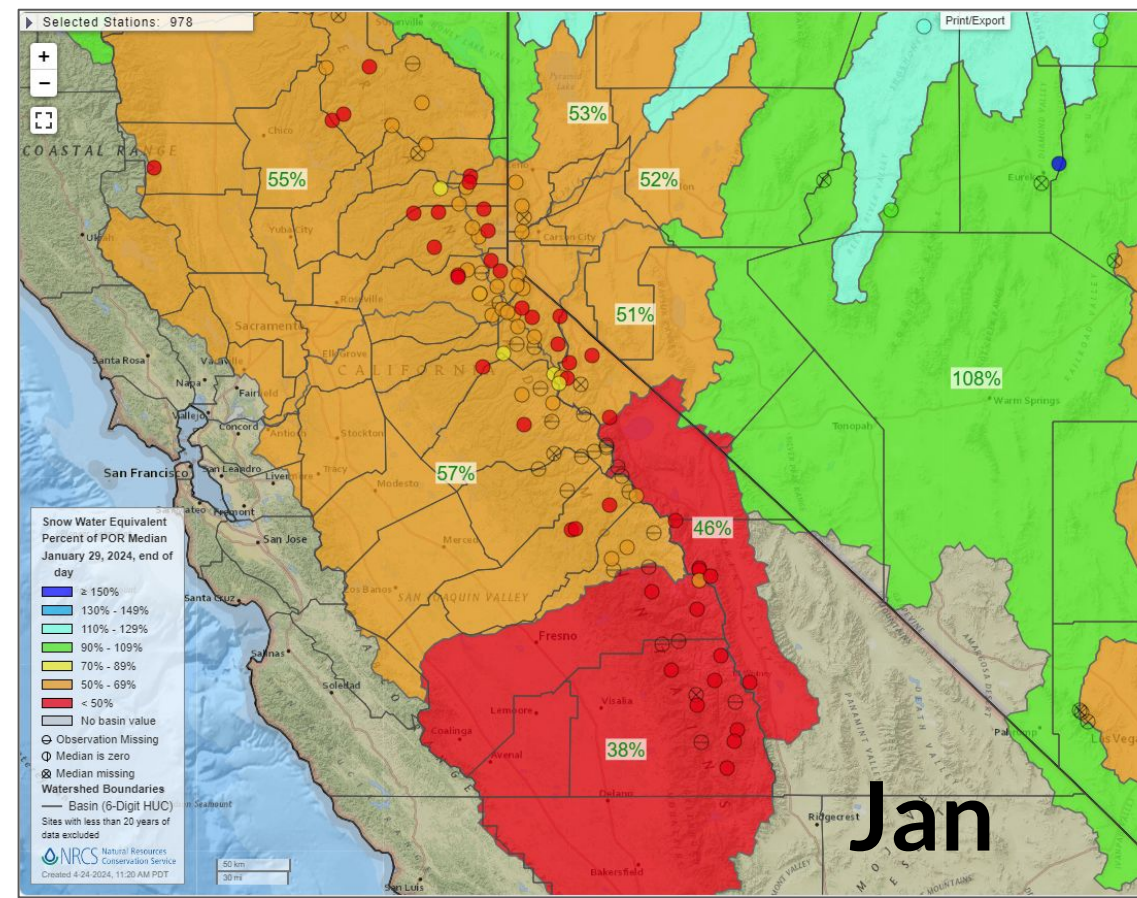
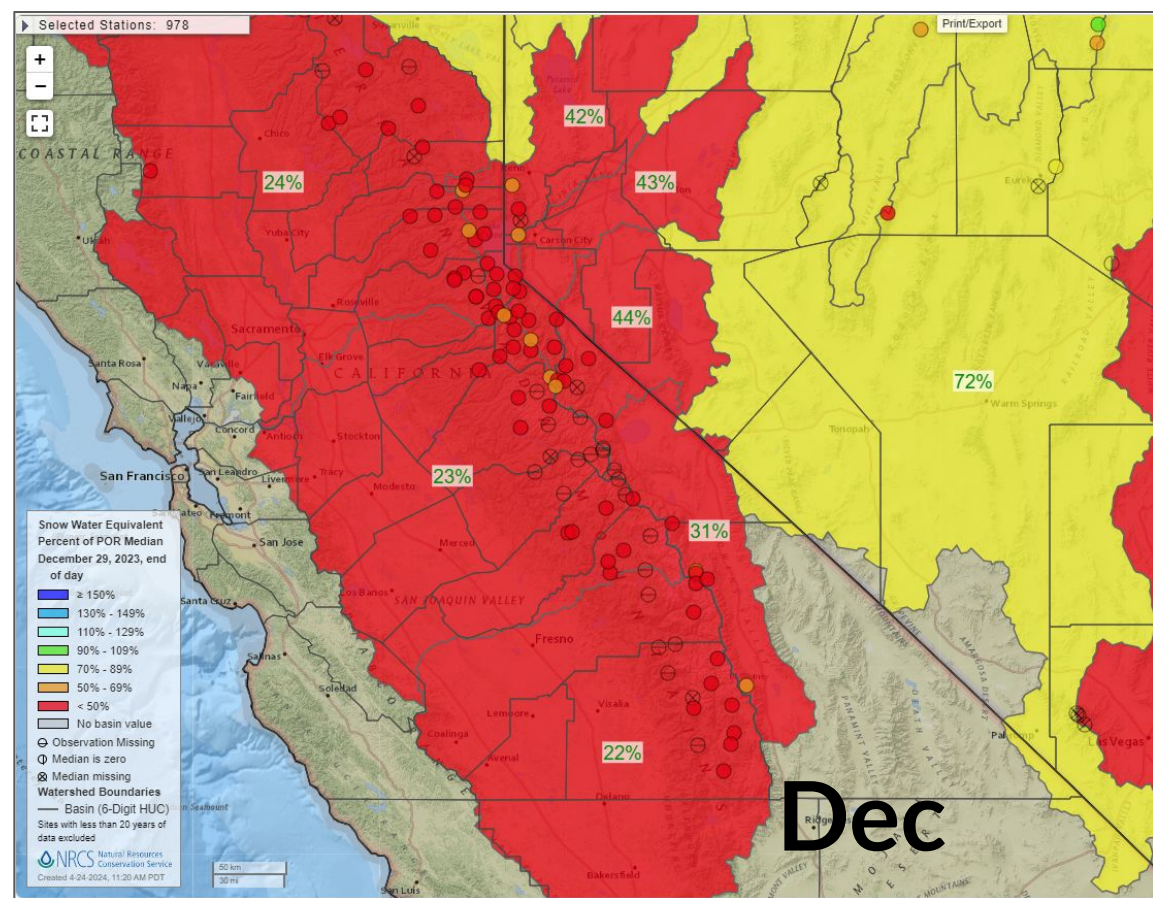
chris.smallcomb@noaa.gov

Information current as of May 6



Snowpack Made a Come Back!

Weather Forecast Office
Reno, NV
Tuesday, May 21



DECEMBER



JANUARY



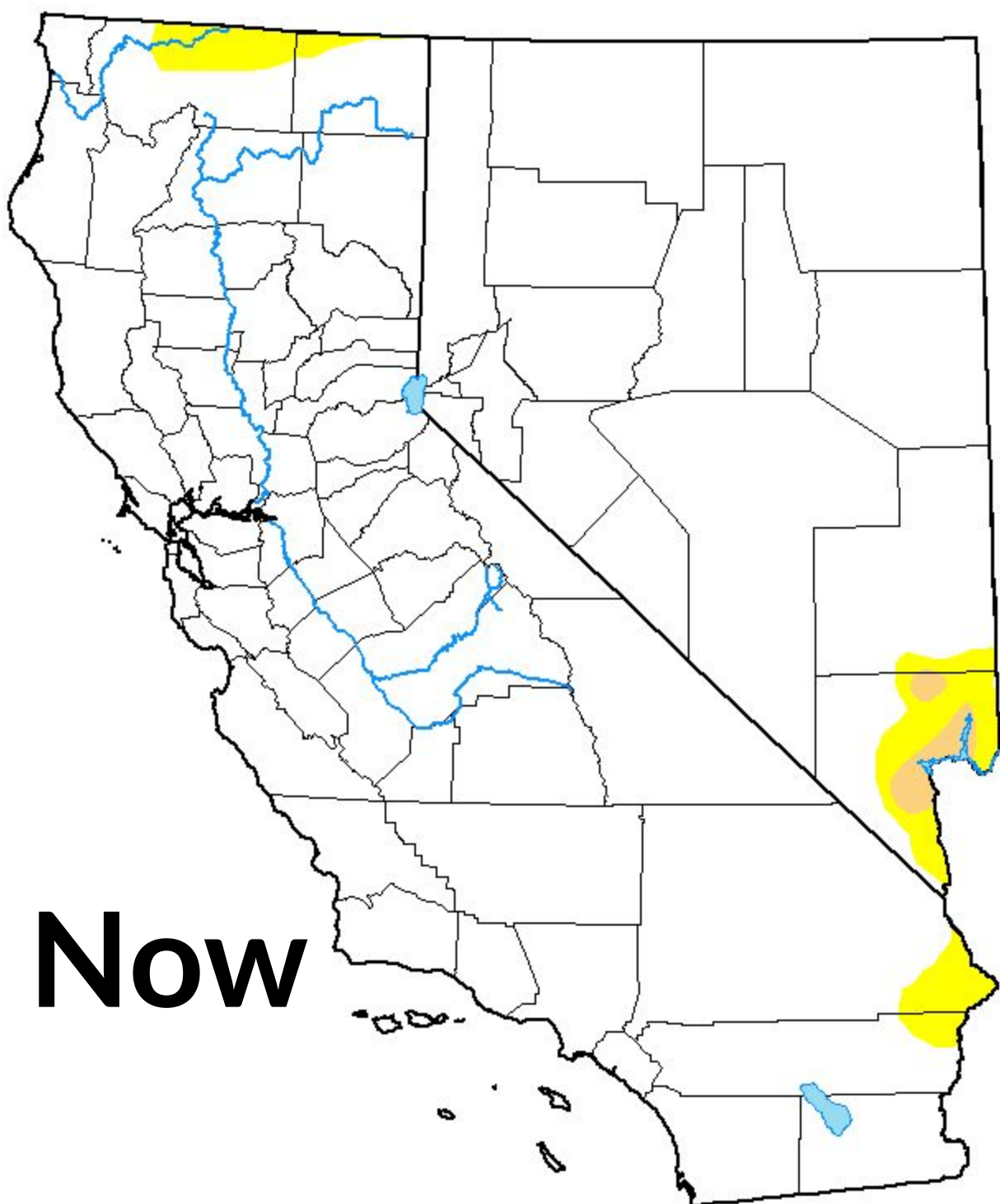
FEBRUARY



MARCH



Is March the new December?



Now

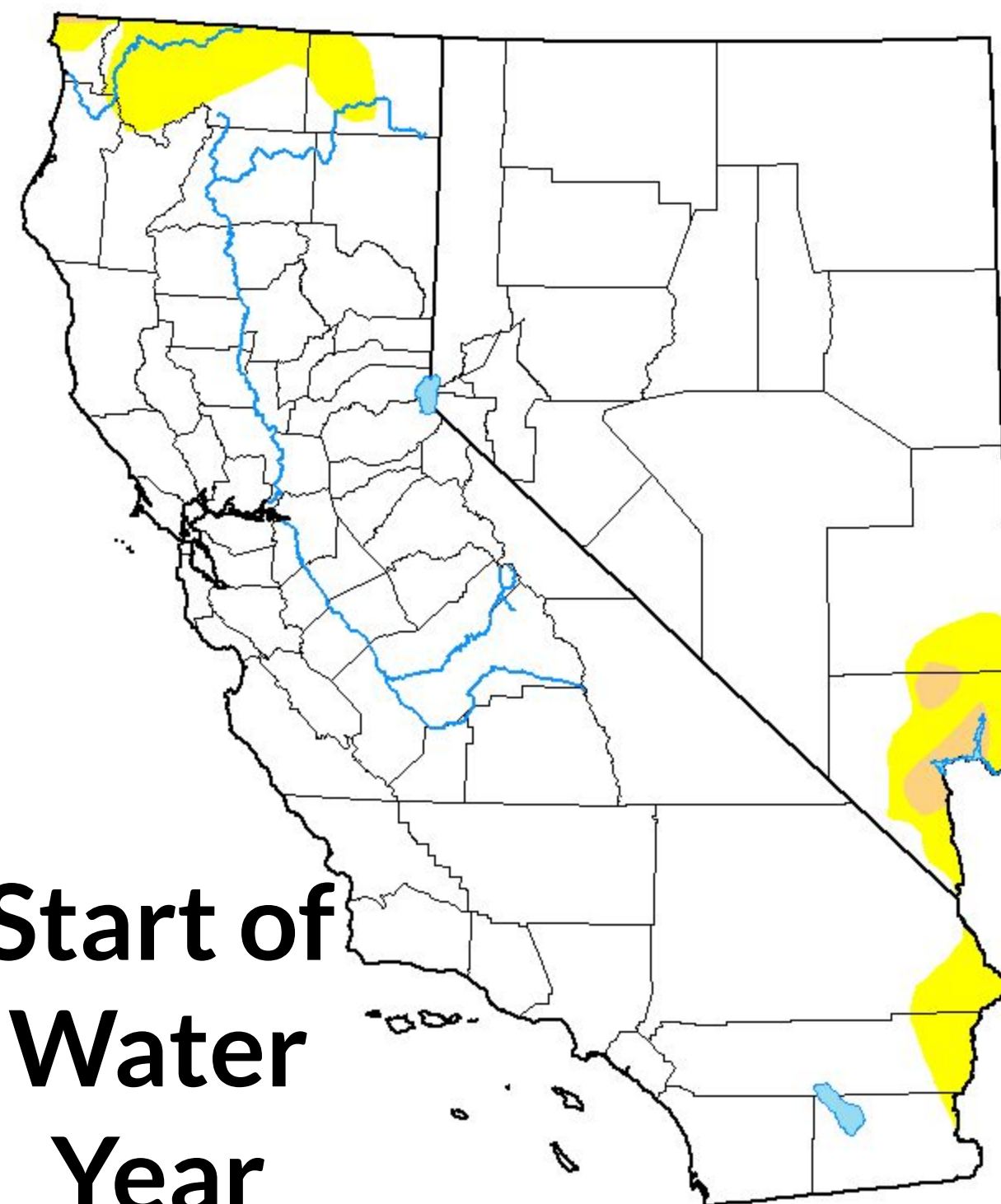
Intensity:

- None
- D0 Abnormally Dry
- D1 Moderate Drought
- D2 Severe Drought
- D3 Extreme Drought
- D4 Exceptional Drought

The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. For more information on the Drought Monitor, go to <https://droughtmonitor.unl.edu/About.aspx>



droughtmonitor.unl.edu

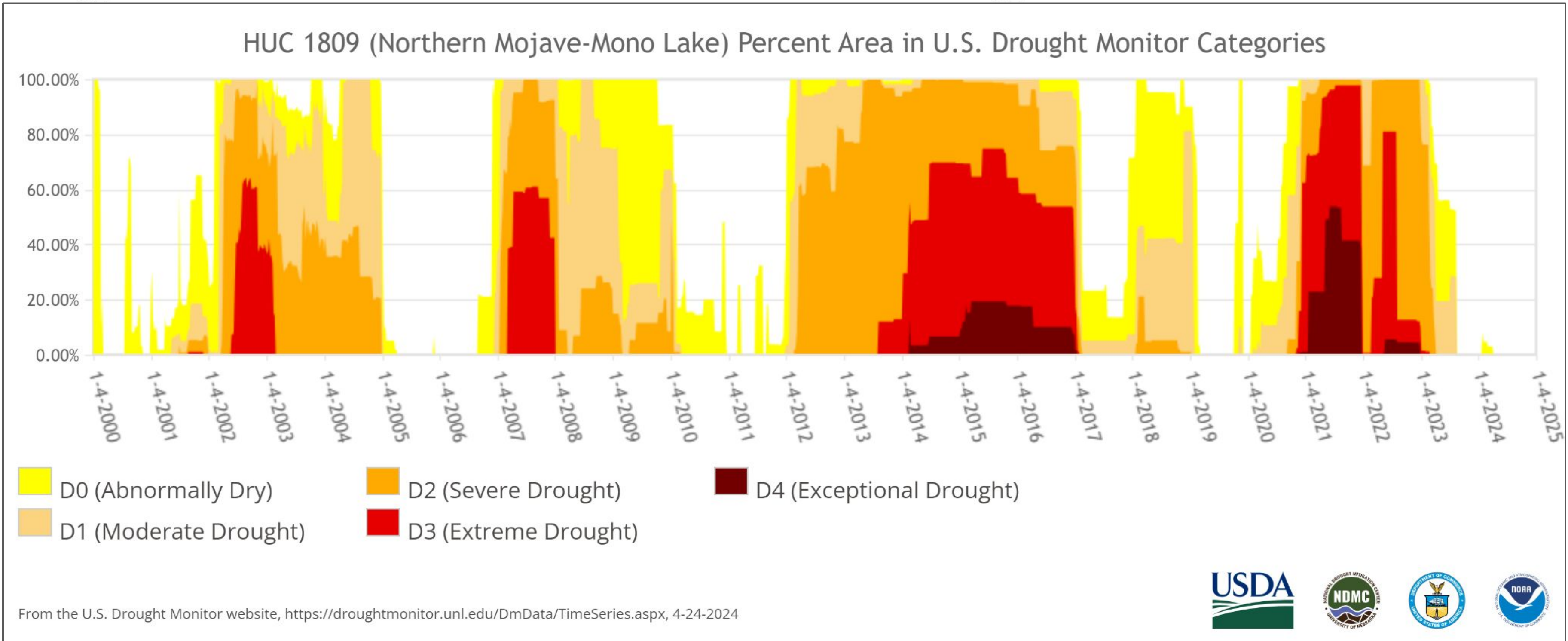


**Start of
Water
Year**

Drought is very cyclical in CA & NV. Wet periods often see less fire in Sierra but more in Great Basin.



Drought - What Name So?



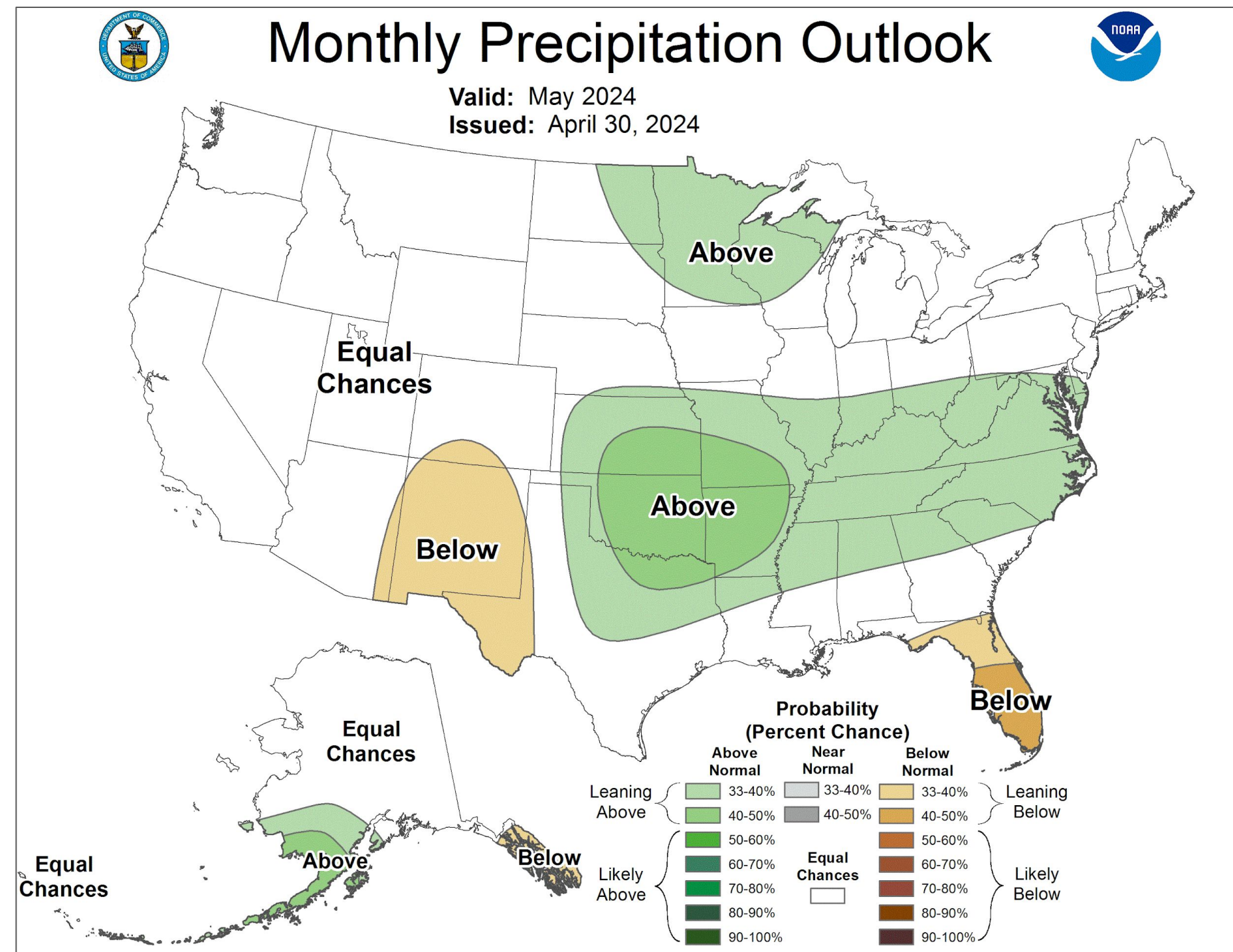
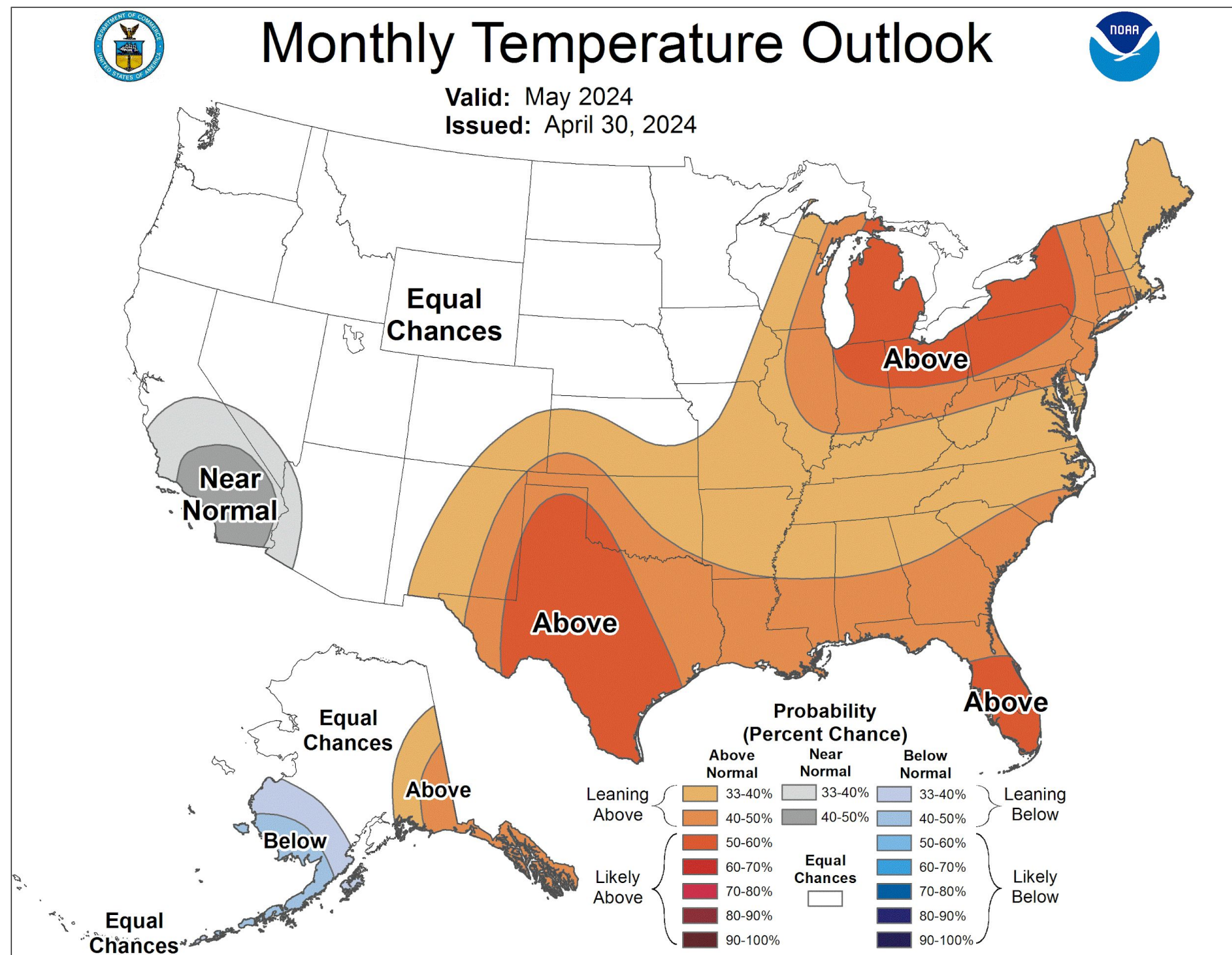
Drought is very cyclical in CA & NV. Wet periods often see less fire in Sierra but more in Great Basin.



What's the Best Guess for Summer?

Weather Forecast Office
Reno, NV
Tuesday, May 21





No strong signals in any direction for May. Expect typical spring variability.

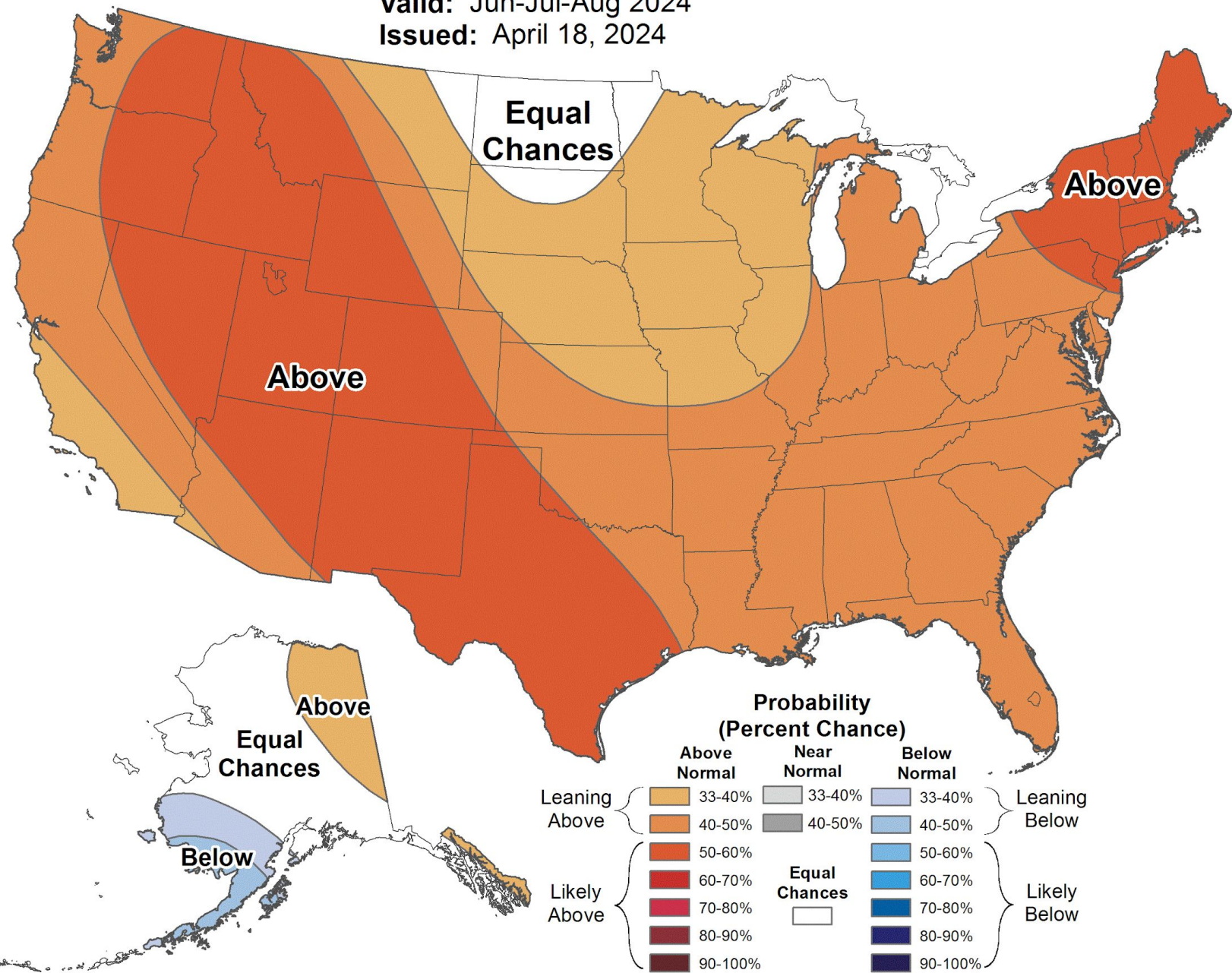
No red/orange = lower probabilities for early season heat waves & keeps vegetation moist longer.



Seasonal Temperature Outlook



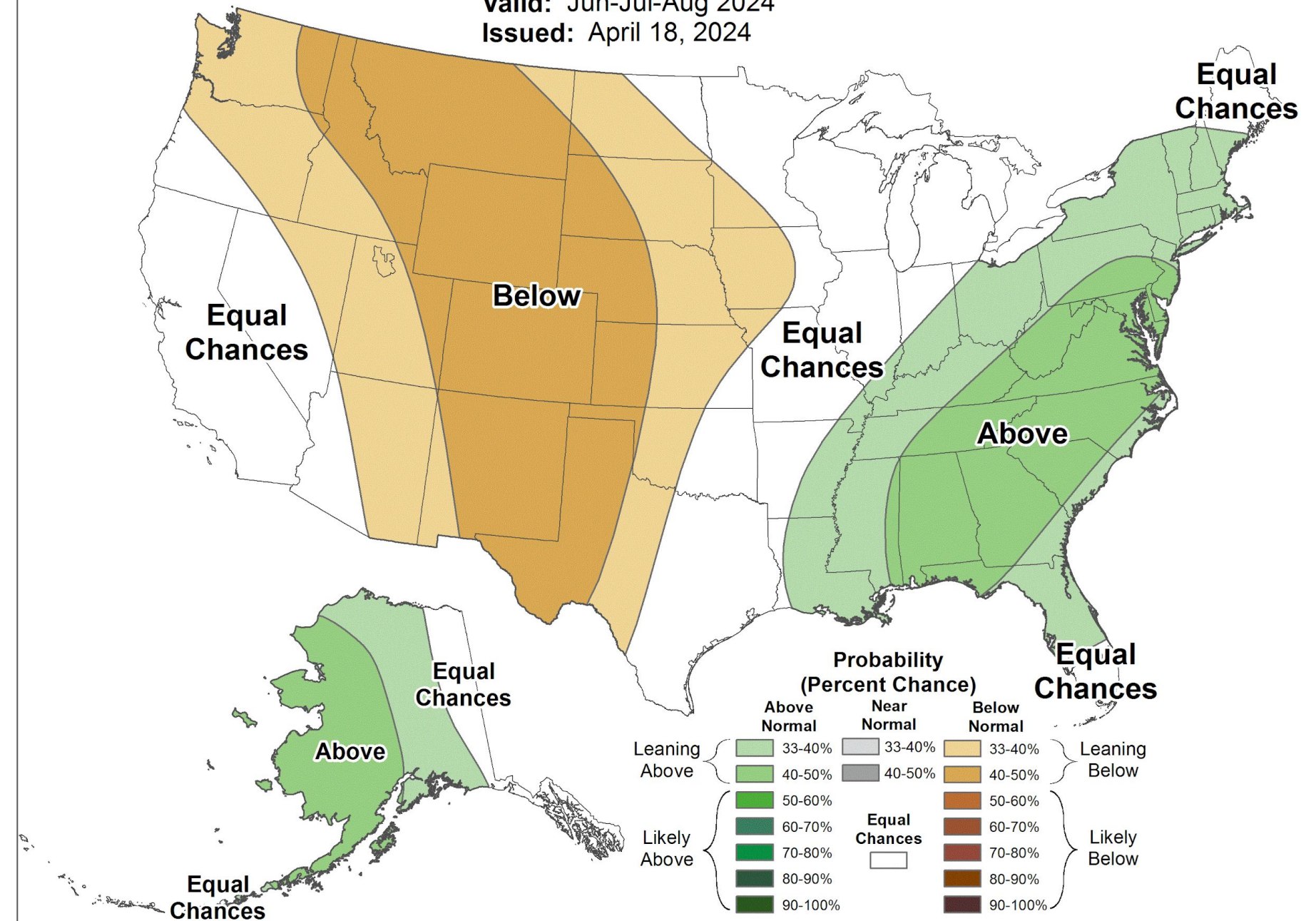
Valid: Jun-Jul-Aug 2024
Issued: April 18, 2024



Seasonal Precipitation Outlook



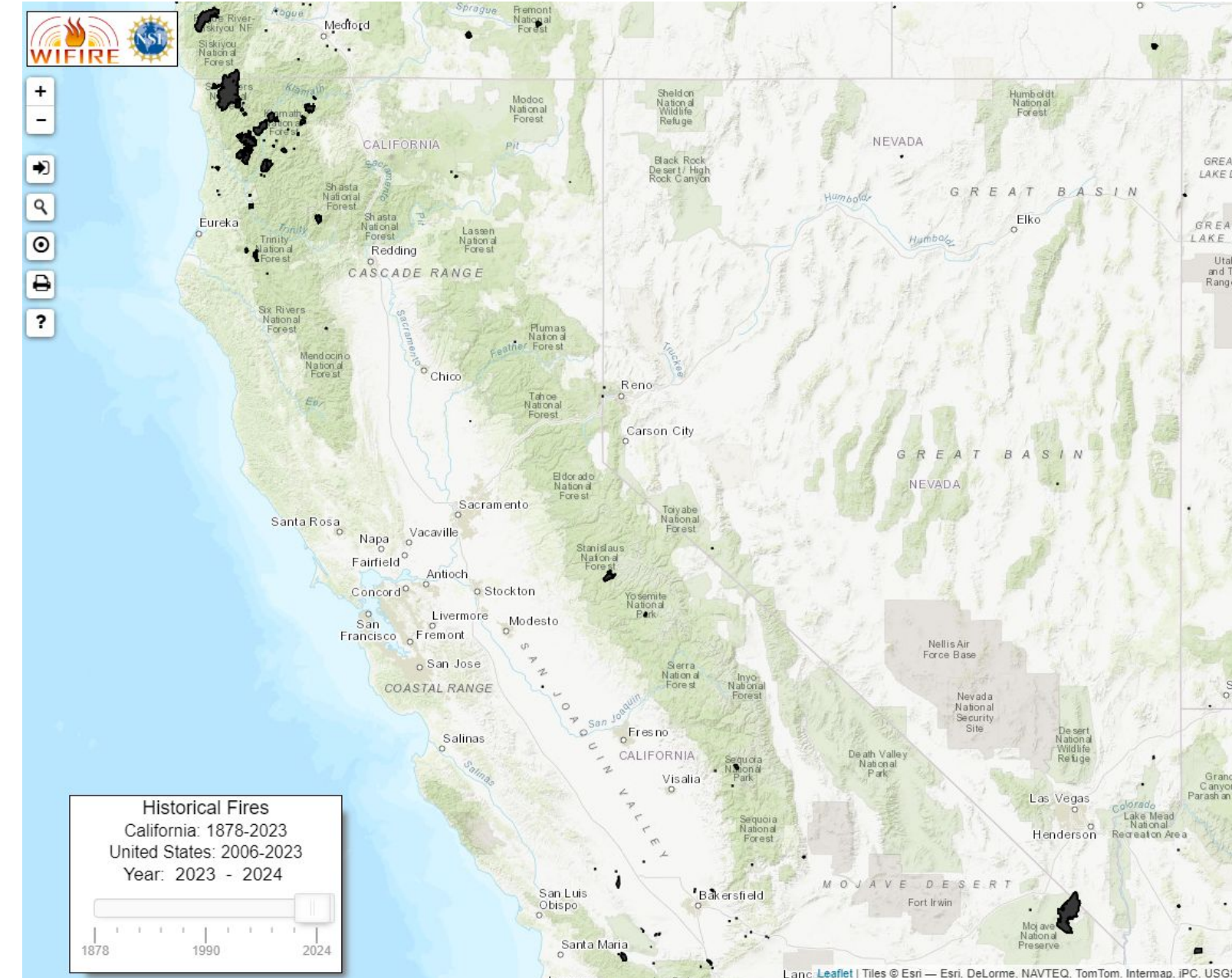
Valid: Jun-Jul-Aug 2024
Issued: April 18, 2024



Favoring above normal on temperatures - plan for a hotter summer compared to last year.

No favored outcome on precip. Monsoon moisture is uncertain due to El Niño to La Niña transition - but odds favor less active than 2023. That could expand drought in Great Basin, increase large fire odds.

Mosquito Fire "Smoke Tsunami" Sept 2022



- **Almost certain to have more fire activity compared to 2023!**
- **Lower Elevations & Great Basin:** back to back wet years favor plentiful fine fuel growth, so leaning **near to above normal** on large fire activity esp lower elevations.
- **High Sierra:** decent snowpack + carryover moisture from 2023 = leaning **near to below normal** large fire activity. Unusually hot summer could change that.
- Delayed start to fire season in areas with above normal snowpack.

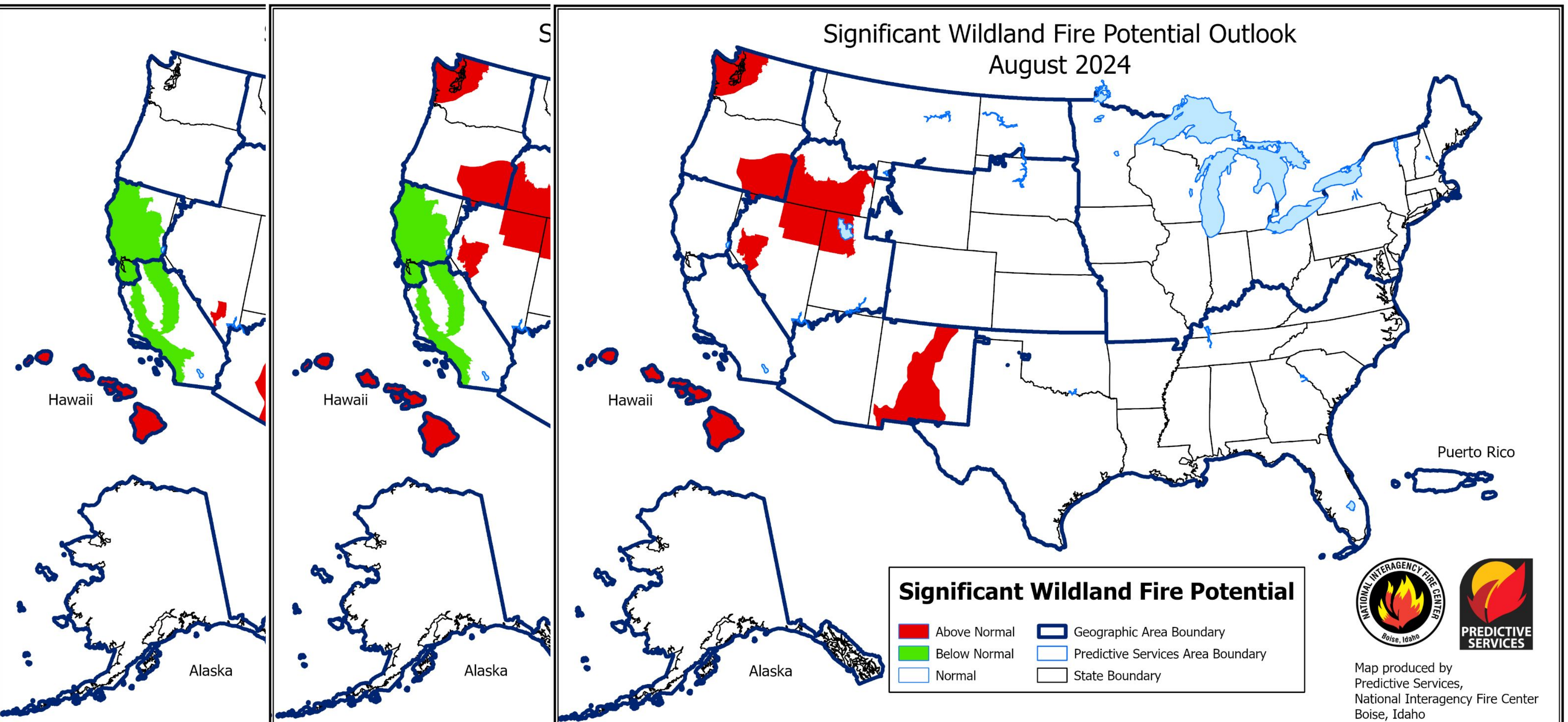
2023: a historically quiet fire season for CA & NV



Official Predictive Services Outlook: June-August

Weather Forecast Office
Reno, NV
Tuesday, May 21

Significant Wildland Fire Potential Outlook August 2024



Significant Wildland Fire Potential

■ Above Normal	 Geographic Area Boundary
■ Below Normal	 Predictive Services Area Boundary
 Normal	 State Boundary



Map produced by
Predictive Services,
National Interagency Fire Center
Boise, Idaho
Issued May 1, 2024
Next issuance June 1, 2024

Above normal significant wildland fire potential indicates a Significant wildland fires should be expected at typical times. Significant wildland fires are still possible but less likely than

Above normal significant wildland fire potential indicates a Significant wildland fires should be expected at typical times. Significant wildland fires are still possible but less likely than

Above normal significant wildland fire potential indicates a greater than usual likelihood that significant wildland fires will occur. Significant wildland fires should be expected at typical times and intervals during normal significant wildland fire potential conditions. Significant wildland fires are still possible but less likely than usual during forecasted below normal periods.



Fire Weather Watch

- ✓ 2-5 days in advance
- ✓ Medium confidence (~40-60% probability)
- ✓ Critical fire weather: 30+ MPH wind gusts and 15% humidity for 3+ hours -or- numerous dry t-storms



Red Flag Warning

- ✓ 1-3 days in advance
- ✓ High confidence (80%+ probability)
- ✓ Critical fire weather conditions.
- ✓ Roughly 10-20 Red Flag days each year, but varies!

Particularly Dangerous Situation (PDS) Red Flag Warning

- ✓ 1-2 days in advance
- ✓ Extremely high confidence (95%+ probability)
- ✓ Rare events of extreme wind, low humidity, and dry fuels. 50+ MPH wind gusts but can vary. Evacuation readiness vital!
- ✓ 1 per year or every other year.





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

REGULAR AGENDA REQUEST

Print

MEETING DATE May 21, 2024

Departments: Board of Supervisors

TIME REQUIRED 30 minutes

SUBJECT Mono County Childcare Workshop

**PERSONS
APPEARING
BEFORE THE
BOARD**

Stacey Adler, Mono County
Superintendent of Schools; Molly
DesBaillets, First 5 Mono Executive
Director

AGENDA DESCRIPTION:

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

Presentation by Stacey Adler, Mono County Superintendent of Schools and Molly DesBaillet, Executive Director of First 5 Mono regarding the Mono County Childcare Update.

RECOMMENDED ACTION:

None, informational only.

FISCAL IMPACT:

None.

CONTACT NAME: Danielle Patrick

PHONE/EMAIL: 7609325535 / despinosa@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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Presentation

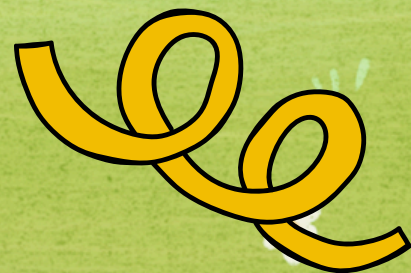
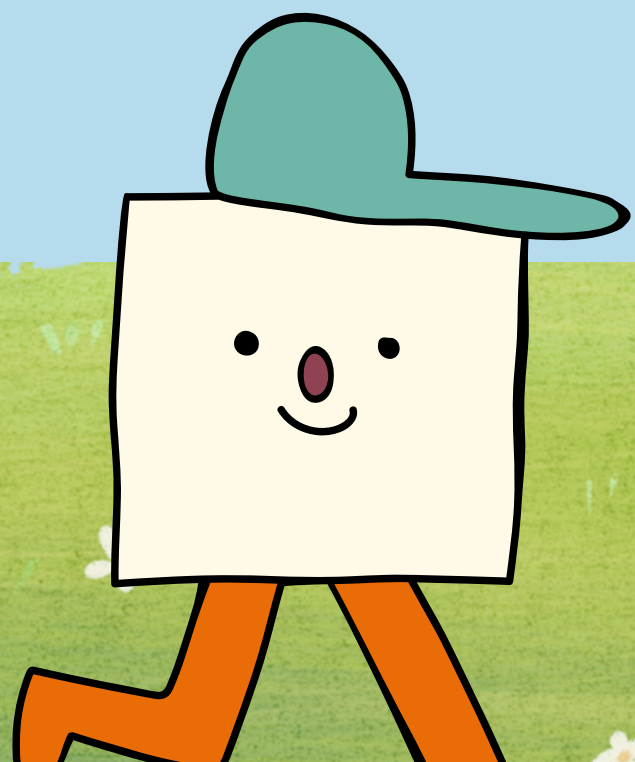
History

Time	Who	Approval
5/13/2024 10:35 AM	County Counsel	Yes
5/16/2024 11:55 AM	Finance	Yes
5/16/2024 12:03 PM	County Administrative Office	Yes



Mono County Child Care Update

Stacey Adler, Mono County Superintendent of Schools
and
Molly DesBaillets, Executive Director, First 5 Mono

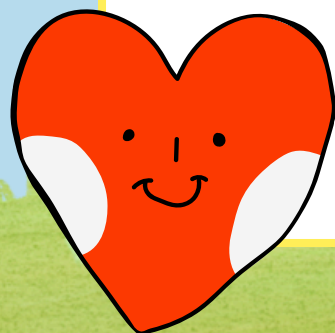


CURRENT STATUS OF CHILD CARE IN MONO COUNTY

Based upon 2023 Zip Code Priorities

INFANT/TODDLER FULL DAY CARE (BIRTH - 2)

Benton - 5 children	0 child care slots
Bridgeport - 21 children	0 child care slots
June Lake - 15 children	0 child care slots
Lee Vining - 11 children	0 child care slots
Mammoth - 262 children	54 child care slots
Coleville - 37 children	0 child care slots
Walker - 5	0 child care slots

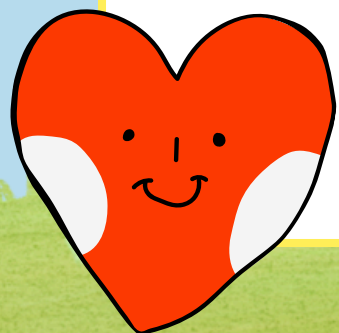


**CURRENT STATUS
OF CHILD CARE
IN MONO COUNTY**

Based upon 2023 Zip Code Priorities

CA STATE PRESCHOOL (CSPP) 3, 4 AND 5 YEARS OLD

Benton - 5 children	0 child care slots
Bridgeport - 21 children	15 child care slots
June Lake - 16 children	16 child care slots
Lee Vining - 9 children	15 child care slots
Mammoth - 250 children	71 child care slots
Coleville - 34 children	16 child care slots
Walker - 5	0 child care slots



NEW SLOTS GENERATED BY UPCOMING PROJECTS:

Curious Cubs Learning Center	20
New Family Child Care Licenses	24
New ToML Project	7575

The Highest Need for Childcare is for infant/toddler care in the Coleville/Walker area



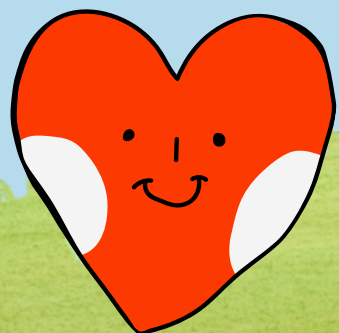
LICENSED PROVIDERS

Resource and Referral Data

Current Number of Licensed Providers: 11

Each Provider is licensed to serve 6 - 8 children

There are 3 people currently working on getting their license to provide child care in their home

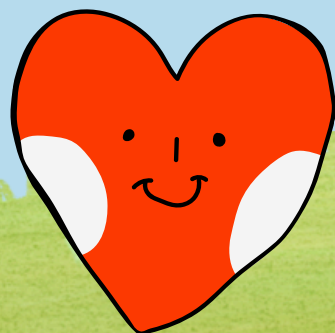


ROLES OF AGENCIES

In Implementation of Child Care

MCOE

CA State Preschool Program	Operates programs in Mammoth Lakes, Coleville, Bridgeport
Local Planning Council	Plans/Advocates for child care; Provides professional development for early educators; advertises/promotes child care (Kidapalooza)
Resource and Referral	Licensing support; professional development; maintains list of current licensed providers;
Alternative Payment	Offers subsidized payment to licensed providers serving families on Alternative Payment program (income based)



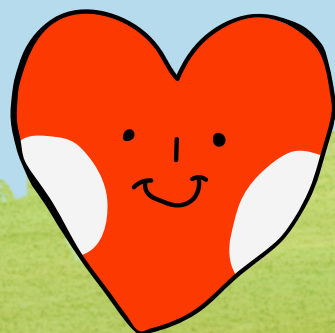
ROLES OF AGENCIES

In implementation of Child Care

First 5 Mono

Childcare Quality System for Early Educators:

- support site-level quality and educator coaching
- Professional Development opportunities and announcements
- Stipends provided through state funding and Mono County Board of Supervisors



FUTURE COLLABORATION

Successes and Challenges

Successes:

Employer Sponsored Childcare - Mammoth Mountain and
Mammoth Hospital

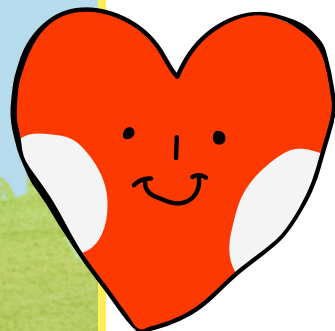
Licensing Support to prospective Family Child Care homes

Agency Supported Centers: Bridgeport, Mammoth, Coleville

Challenges:

Low provider pay (current average rate)

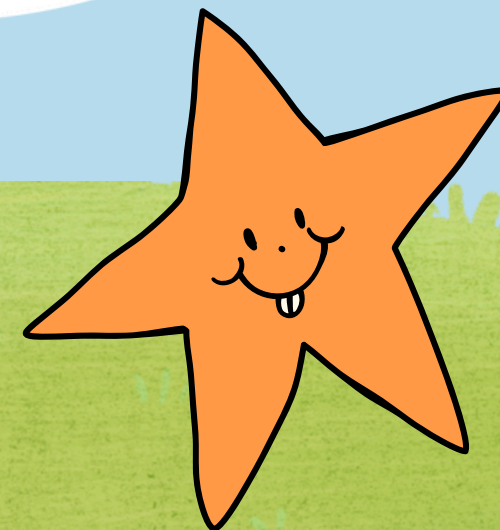
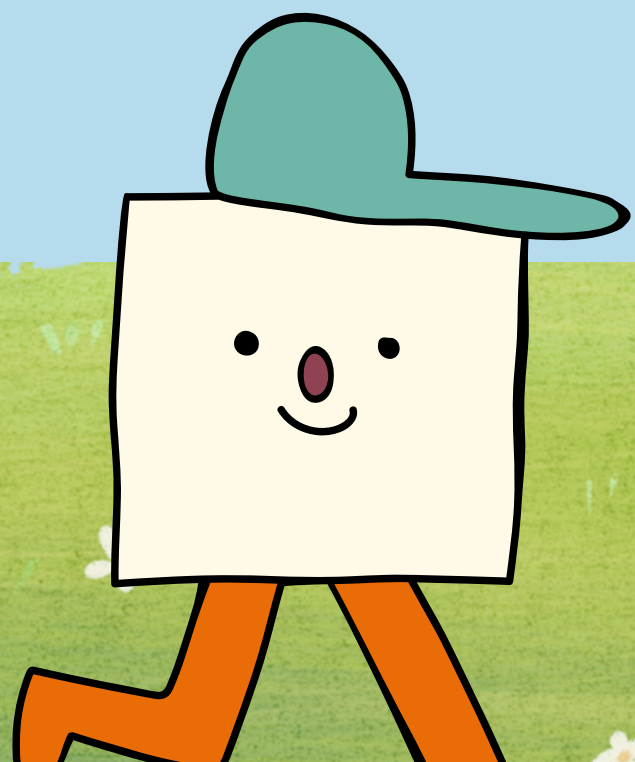
Alternative Payment Program - waiting list of +40





Questions??

Thank you!





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

REGULAR AGENDA REQUEST

Print

MEETING DATE May 21, 2024

Departments: County Administrative Office

TIME REQUIRED 20 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Tyrone Grandstrand, Housing
Opportunities Manager

SUBJECT Housing Update

AGENDA DESCRIPTION:

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

Mono County staff will provide an update on the housing work program.

RECOMMENDED ACTION:

Staff recommends that the Board receive the presentation and provide questions as needed.

FISCAL IMPACT:

None. This item is informational only.

CONTACT NAME: Tyrone Grandstrand

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report

History

Time	Who	Approval
5/16/2024 12:43 PM	County Counsel	Yes
5/16/2024 1:32 PM	Finance	Yes
5/16/2024 2:22 PM	County Administrative Office	Yes



COUNTY ADMINISTRATIVE OFFICER
COUNTY OF MONO
Sandra Moberly, MPA, AICP

ASSISTANT COUNTY ADMINISTRATIVE OFFICER
Christine Bouchard

May 21, 2024

BOARD OF SUPERVISORS

CHAIR

John Peters / District 4

VICE CHAIR

Lynda Salcido / District 5

Jennifer Kreitz / District 1

Rhonda Duggan / District 2

Bob Gardner / District 3

COUNTY DEPARTMENTS

ASSESSOR

Hon. Barry Beck

DISTRICT ATTORNEY

Hon. David Anderson

SHERIFF / CORONER

Hon. Ingrid Braun

ANIMAL SERVICES

Chris Mokracek "Interim"

BEHAVIORAL HEALTH

Robin Roberts

COMMUNITY DEVELOPMENT

Wendy Sugimura

COUNTY CLERK-RECORDER

Queenie Barnard

COUNTY COUNSEL

Stacey Simon, Esq.

ECONOMIC DEVELOPMENT

Jeff Simpson

EMERGENCY MEDICAL

SERVICES

Bryan Bullock

FINANCE

Janet Dutcher, DPA, MPA,

CGFM, CPA

HEALTH AND HUMAN

SERVICES

Kathryn Peterson

INFORMATION

TECHNOLOGY

Mike Martinez

PROBATION

Karin Humiston

PUBLIC WORKS

Paul Roten

To: Mono County Board of Supervisors

From: Tyrone Grandstrand, Housing Opportunities Manager

RE: Housing Update

Strategic Plan Focus Area(s) Met

- A Thriving Economy Safe and Healthy Communities Mandated Function
- Sustainable Public Lands Workforce & Operational Excellence

Background & Discussion

The Mono County Board of Supervisors has identified housing as an area of strategic focus and over the last several years has been making investments in housing projects throughout Mono County, increasing internal capacity to address housing needs in Mono County, and dedicating ongoing and onetime funding to meet housing needs.

On April 4, 2023, the Board of Supervisors established a housing Ad Hoc committee, assigning Supervisors Kreitz and Gardner and since that time the committing has met regularly. In November 2023, staff provided a detailed update on the activities of the committee, and this is the next regular update.

Since the last update to the Board, staff has continued to make progress in moving forward with housing goals. Current project status includes:

- In escrow for a 5-unit property in Bridgeport that will be transitioned to long term rentals from its current use as short term rentals
- Evaluating several potential purchases throughout Mono County
- Completing discussions on a land donation of approximately 10 acres in Walker, anticipated to be brought to the Board in June 2024.
- Developing a Mortgage Assistance program, and appropriated \$500,000 in FY 2023/24 for this program. This program would be available for residents across the County.
- Housing Opportunities Manager has been seeking feedback from the community and providing updates to RPACs and community groups.
- Pursuant to Board direction on January 7, 2020, staff are working to utilize remaining Whole Person Care Pilot grant for the Innsbruck Lodge, which utilizes grant required "Housing First" principles and allocating the remaining to fund the Housing

Opportunities Manager position.

- Pursuant to Board direction on January 12, 2021, staff is researching allowed uses of the Local Early Action Planning (“LEAP”) grant that was awarded to Mono County in the amount of \$65,000, and the Regional Early Action Planning (“REAP”) grant, that was awarded to Mono County in the amount of \$121,617. Both grants were originally planned to develop the Local Housing Trust Fund (“LHTF”) but can now be utilized elsewhere due to staff expertise being utilized to create the LHTF
- Researching additional funding opportunities and assisting business owners who are looking to include workforce housing as a part of their business model. Funding opportunities include, but are not limited to:
 - USDA Intermediary Relending Program (which can be used in limited ways to assist in housing development as a business). This program allows for Mono County to apply for up to \$1,000,000 each quarter, up to \$15,000,000 in total funding.
 - Bipartisan Infrastructure Investment and Jobs Act related financing based on projects that meet transit-oriented development requirements.
 - Inflation Reduction Act financing and funding related to green technologies utilized in housing development.
 - California administered and/or funded programs including feasibility of utilizing Low Income Housing Tax Credits (“LIHTC”) outside of Mammoth Lakes, and several other housing related funding and financing sources.

Near term housing accomplishments

- Utilizing Permanent Local Housing Assistance (“PLHA”) by creating LHTF and placing PLHA and local match into LHTF, creating a \$655,652 funding source for future projects.
- Completing the request for the next year’s allocation of PLHA funding, estimated to be \$69,017.
- Continuing to administer HOME and CDBG program providing gap financing for first time homebuyer participants.
- Gathering information about CDBG and HOME Program Income, enabling us to apply to utilize it in the near future.
- Completing the purchase of a 5-unit property currently used as short term rentals in Bridgeport for the use of workforce housing.
- Board designated \$2.5 million in additional funding originally for loans to utility districts to be transferred to the affordable housing fund immediately or as soon as loans are repaid to the County.

These projects/programs represent more than \$4.47 million of investment in housing in Mono County not including the total CDBG and HOME investments and program income.

Long term housing efforts and goals

Staff is currently working on a housing policy analysis to help drive long-term housing programs and projects. In this process staff is:

- Gathering background information
- Defining the problems that need to be addressed related to housing
- Developing clear objectives to target with any policies or plans

- Creating a data-driven methodology to help the Board make decisions regarding housing policy/programs, including selecting potential criteria and metrics to discern between potential solutions or plans, and to track their impact after implementation
- Developing potential solutions and plans
- Analyzing the trade-offs

Ultimately staff will provide the Board with this information on an ongoing basis in order to assist with direction setting for Mono County's overall housing policy. Staff anticipates returning to the Board in June to provide a summary of the housing policy analysis which will inform the development of our final housing program.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE May 21, 2024

Departments: Health and Human Services

TIME REQUIRED 10 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Michelle Raust, Health Human
Services Deputy Director

SUBJECT Terms and Conditions of Employment
for Children's Services Manager

AGENDA DESCRIPTION:

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

The Health and Human Services (HHS) Department has selected Leslie Gaunt, ACSW/J.D., as its Children's Services Manager. Ms. Gaunt currently works for the county as a Staff Services Analyst III within the Social Services Division of HHS. This item seeks Board approval of an Agreement regarding the terms and condition of employment for Ms. Gaunt in this new role.

RECOMMENDED ACTION:

Announce Fiscal Impact. Adopt resolution approving an agreement regarding the terms and conditions of employment of Leslie Gaunt as Children's Services Manager. Authorize the Board Chair to execute said agreement on behalf of the County.

FISCAL IMPACT:

This item increases spending for the remainder of this fiscal year by \$20,389, of which \$14,301 is salary and \$6,088 is benefits. If this item is approved, the annual cost will be \$176,703, of which \$123,941 is salary and \$52,762 is benefits. The fiscal impact of this item is included in the Health and Human Services FY 2023-24 adopted budget.

CONTACT NAME: Michelle Raust

PHONE/EMAIL: (760) 924-1758 / mraust@mono.ca.gov

SEND COPIES TO:

Michelle Raust, Cathy Young, Kathy Peterson, Stephanie Butters, Leslie Gaunt

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Resolution

History

Time	Who	Approval
5/15/2024 4:30 PM	County Counsel	Yes
5/16/2024 2:38 PM	Finance	Yes
5/16/2024 3:03 PM	County Administrative Office	Yes



DEPARTMENT OF HEALTH AND HUMAN SERVICES
County of Mono
PO Box 2969
Mammoth Lakes, California, 93546

To: Mono County Board of Supervisors
From: Michelle Raust, Health and Human Services (HHS) Deputy Director
Date: May 21, 2024
Re: Agreement Regarding Terms and Conditions of Employment for Leslie Gaunt, ACSW, J.D., as Children's Services Manager of Health and Human Services

The Health and Human Services Department conducted an open recruitment for the position of Children's Services Manager. Leslie Gaunt was selected as the top candidate. We now wish for Board of Supervisor approval for an agreement regarding the terms and conditions of Ms. Gaunt's employment so that she may serve as the HHS Children's Services Manager.

Ms. Gaunt has worked for Mono County as a Staff Services Analyst III since April 2021. During this time, she completed her Master of Social Work degree from Arizona State University and currently holds her Associate Clinical Social Worker license. Previously, Ms. Gaunt was an environmental law attorney. Leslie's diverse skillset ranging from clinical social work to legal expertise, along with her passion for addressing childhood trauma, make her an ideal candidate for this position.

Since her start with Mono County in 2021, Ms. Gaunt has served in numerous capacities including emergency shelter coordination, Civil Rights hearing coordination, Office of the Public Administrator, housing program oversight and Children's System of Care. She has also made it a priority to build relationships with members of the Benton Paiute tribe and tribal council. In her new role, she will be responsible for overseeing all aspects of child protective services and will be an important member of the HHS leadership team developing agencywide policies and priorities.

ATTACHMENTS

At-Will contract with Leslie Gaunt, Resolution #24-xx



RESOLUTION NO. R24-

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS APPROVING AN
AGREEMENT PRESCRIBING THE COMPENSATION, APPOINTMENT,
AND CONDITIONS OF EMPLOYMENT OF LESLIE GAUNT**

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

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

PASSED AND ADOPTED this 21st day of May, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST: _____
Clerk of the Board

John Peters, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

**AGREEMENT REGARDING TERMS AND CONDITIONS OF
EMPLOYMENT OF LESLIE GAUNT,
AS CHILDREN’S SERVICES MANAGER FOR MONO COUNTY**

This Agreement is entered into by and between Leslie Gaunt and the County of Mono (hereinafter “County”).

I. RECITALS

Leslie Gaunt (hereinafter “Ms. Gaunt”) is currently employed by County in the Health and Human Services Department as its Staff Services Analyst III. The County now wishes to employ Ms. Gaunt in the at-will position of Children’s Services Manager in accordance with the terms and conditions set forth in this Agreement. Ms. Gaunt wishes to accept employment with the County on said terms and conditions.

II. AGREEMENT

1. This Agreement shall commence May 21, 2024 (“Effective Date”), and shall remain in effect unless or until terminated by either party in accordance with this Agreement.
2. As of the Effective Date, Ms. Gaunt shall be employed by Mono County as its Children’s Services Manager, serving at the will and pleasure of the Health and Human Services Director. Ms. Gaunt accepts such employment. The Health and Human Services Director shall be deemed the “appointing authority” for all purposes with respect to Ms. Gaunt’s employment. The Health and Human Services Director and Ms. Gaunt will work together to establish specific, measurable, achievable and realistic performance goals for Ms. Gaunt’s work. Ms. Gaunt’s job performance and progress towards achieving the agreed-upon goals shall be evaluated by the Health and Human Services Director in accordance with the “Policy Regarding the Compensation of At-Will and Elected Management Level Officers and Employees” most recently adopted by the Mono County Board of Supervisors on April 2, 2024, and as the same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the “*Management Compensation Policy*”).
3. Ms. Gaunt’s salary shall be Range 117, Step B as set forth in the “Resolution of the Mono County Board of Supervisors Adopting a Salary Matrix and Position Assignment Schedule for At-Will Employees and Elected Department Heads” most recently adopted on April 2, 2024, and as same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the “*Salary Matrix*”) and shall be modified as provided in the then-applicable Management Compensation Policy and the Salary Matrix.
4. Ms. Gaunt understands that she is responsible for paying the employee’s share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to her employment for the County as determined by the County’s contract with

PERS and/or County policy, and also any employee share of the “normal cost” of her retirement benefits that may be mandated by the Public Employees’ Pension Reform Act of 2013 (PEPRA).

5. Ms. Gaunt shall continue to earn and accrue vacation and sick leave in accordance with the “Policy Regarding Benefits of At-Will and Elected Management-Level Officers and Employees” updated most recently by the Mono County Board of Supervisors on April 2, 2024, and as the same may be further amended from time to time and unilaterally implemented by the County (hereinafter the “*Management Benefits Policy*”) and in accordance with any applicable County Code provisions not in conflict with said Policy. Also, pursuant to said Policy, in recognition of the fact that her employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, she shall be entitled to 80 hours of merit leave (aka administrative leave) during each calendar year of service under this Agreement, prorated for 2024 to reflect Ms. Gaunt’s May 21, 2024 start date. Ms. Gaunt understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31st of each calendar year in which it is provided, or it is lost. Consistent with Ms. Gaunt’s uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Ms. Gaunt may have accrued as of the effective date of this Agreement nor on her original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Ms. Gaunt’s date of eligibility for or vesting of any non-salary benefits or for any other purpose.
6. The County shall pay the professional dues, subscriptions, and other educational expenses necessary for Ms. Gaunt’s full participation in applicable professional associations, for her continued professional growth and for the good of the County, as determined to be appropriate, and as approved by the Health and Human Services Director.
7. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Ms. Gaunt shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits at the tier applicable to Ms. Gaunt’s employment, CalPERS medical insurance, County dental and vision coverage, and life insurance.
8. Ms. Gaunt understands and agrees that her receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on her actual and regular rendering of full-time personal services to the County or, in the event of any absence, upon her proper use of any accrued leave. Should Ms. Gaunt cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then she shall cease earning or receiving any additional compensation or benefits until such time as she returns to work and resumes rendering personal services; provided, however, that the County shall

provide any compensation or benefits mandated by state or federal law. Furthermore, should Ms. Gaunt's regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees.

9. Consistent with the "at will" nature of Ms. Gaunt's employment, the Health and Human Services Director may terminate Ms. Gaunt's employment at any time during this Agreement, without cause. In such event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Ms. Gaunt understands and acknowledges that as an "at will" employee, she will not have permanent status nor will her employment be governed by the County Personnel System (Mono County Personnel Rules) except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, she will have no property interest in her employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the County Administrative Officer may, in his or her discretion, take during Ms. Gaunt's employment.
10. In the event of a termination without cause under paragraph 9 occurring after the first twelve (12) months of Ms. Gaunt's employment under this Agreement, Ms. Gaunt shall receive as severance pay a lump sum equal to two (2) months' salary. For purposes of severance pay, "salary" refers only to base compensation. Ms. Gaunt shall not be entitled to any severance pay in the event that the Health and Human Services Director has grounds to discipline her on or about the time he or she gives notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in section 520 of the Mono County Personnel Rules, as the same may be amended from time to time. Ms. Gaunt shall also not be entitled to any severance pay in the event that she becomes unable to perform the essential functions of her position (with or without reasonable accommodations) and her employment is duly terminated for such non-disciplinary reasons.
11. Ms. Gaunt may resign her employment with the County at any time. Her resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Ms. Gaunt shall not be entitled to any severance pay or to earn or accrue additional compensation of any kind after the effective date of such resignation.
12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Ms. Gaunt, and shall supersede and replace any and all prior agreements or understandings regarding Ms. Gaunt's employment.
13. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors

is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Ms. Gaunt's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Ms. Gaunt's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus. Pursuant to Government Code sections 53243 et seq., Ms. Gaunt shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if Ms. Gaunt is convicted of a crime involving abuse of office or position.

14. Ms. Gaunt acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Ms. Gaunt further acknowledges that she has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive her right to do so, and that she is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.
15. For purposes of this Agreement, a photocopy, facsimile, .pdf, or electronically scanned signatures, including but not limited to DocuSign or similar service, shall be deemed as valid and as enforceable as an original.

III. EXECUTION:

This Agreement is executed by the parties this 21st day of May.

EMPLOYEE

THE COUNTY OF MONO

Leslie Gaunt

John Peters, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL



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

REGULAR AGENDA REQUEST

Print

MEETING DATE May 21, 2024

Departments: Public Works

TIME REQUIRED 5 minutes

SUBJECT Terms and Conditions of Employment
for Parks and Facilities
Superintendent

**PERSONS
APPEARING
BEFORE THE
BOARD**

Karyn Spears, Public Works Assistant
Director

AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Eric Eilts as Parks and Facilities Superintendent, and prescribing the compensation, appointment, and conditions of said employment.

RECOMMENDED ACTION:

Announce Fiscal Impact. Adopt proposed resolution approving an agreement with Eric Eilts as Parks and Facilities Superintendent, and prescribing the compensation, appointment, and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

FISCAL IMPACT:

The estimated cost of this position for the remainder of this fiscal year is \$22,728 of which \$16,299 is salary and \$6,429 is benefits. If approved, the annual cost will be \$172,829 of which \$123,941 is salary and \$48,888 is benefits. The fiscal impact of this item is included in the Public Works FY 2023-24 adopted budgets.

CONTACT NAME: Karyn Spears

PHONE/EMAIL: 7606164651 / kspears@mono.ca.gov

SEND COPIES TO:

kspears@mono.ca.gov

eeilts@mono.ca.gov

proten@mono.ca.gov

jpeters@mono.ca.gov

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Staff Report](#)

[Eric Elts Resolution](#)

[Eric Elts Employment Agreement](#)

History

Time	Who	Approval
5/15/2024 1:44 PM	County Counsel	Yes
5/16/2024 2:40 PM	Finance	Yes
5/16/2024 3:08 PM	County Administrative Office	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

Date: May 21, 2024
To: Honorable Chair and Members of the Board of Supervisors
From: Karyn Spears - Assistant Public Works Director
Re: Employment Agreement with Eric Eilts for Parks and Facilities Superintendent

Background:

In Eric Eilts 10 years with Mono County, he has proven that he has the capacity and knowledge to bring valuable performance to the position of Parks and Facilities Superintendent. Eric Eilts presently works as the Facilities Supervisor. In that position, he has taken on and completed many successful projects for County Facilities, including but not limited to Civic Center Rain Gutter Installation, Lee Vining Community Center Drainage project, and the June Lake Community Center flood diversion. For 9 years prior to this most recent position, Mr. Eilts worked as the Lead Craftworker.

Discussion:

Mr. Eilts is respected throughout Mono County and the Public Works Facilities Department. Mr. Eilts will bring knowledge, skill, and calm oversight to the Facilities section of Public Works with over 25 years' experience working as a general contractor and 20 years as a licensed contractor. We look forward to Mr. Eilts' continued work with Mono County as the Superintendent of Parks and Facilities.

If you have any questions regarding this item, please contact Karyn Spears at 760-616-4651, or kspears@mono.ca.gov

Respectfully submitted,

Karyn Spears

Karyn Spears, Assistant Public Works Director



RESOLUTION NO. R24-

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS APPROVING AN
AGREEMENT PRESCRIBING THE COMPENSATION, APPOINTMENT,
AND CONDITIONS OF EMPLOYMENT OF ERIC EILTS**

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

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

PASSED AND ADOPTED this 21st day of May, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST: _____
Clerk of the Board

John Peters, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

**AGREEMENT REGARDING TERMS AND CONDITIONS OF
EMPLOYMENT OF ERIC EILTS
AS PARKS AND FACILITIES SUPERINTENDENT FOR MONO COUNTY**

This Agreement is entered into by and between Eric Eilts and the County of Mono (hereinafter “County”).

I. RECITALS

Eric Eilts (hereinafter “Mr. Eilts”) is currently employed by County as its Parks and Facilities Supervisor. The County now wishes to employ Mr. Eilts in the at-will position of Parks and Facilities Superintendent in accordance with the terms and conditions set forth in this Agreement. Mr. Eilts wishes to accept employment with the County on said terms and conditions.

II. AGREEMENT

1. This Agreement shall commence May 21, 2024 (“Effective Date”), and shall remain in effect unless or until terminated by either party in accordance with this Agreement.
2. As of the Effective Date, Mr. Eilts shall be employed by Mono County as its Parks and Facilities Superintendent, serving at the will and pleasure of the Public Works Director. Mr. Eilts accepts such employment. The Public Works Director shall be deemed the “appointing authority” for all purposes with respect to Mr. Eilts’ employment. The Public Works Director and Mr. Eilts will work together to establish specific, measurable, achievable and realistic performance goals for Mr. Eilts’ work. Mr. Eilts’ job performance and progress towards achieving the agreed-upon goals shall be evaluated by the Director of Public Works in accordance with the “Policy Regarding the Compensation of At-Will and Elected Management Level Officers and Employees” most recently adopted by the Mono County Board of Supervisors on April 2, 2024, and as the same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the “*Management Compensation Policy*”).
3. Mr. Eilts’ salary shall be Range 118, Step A as set forth in the “Resolution of the Mono County Board of Supervisors Adopting a Salary Matrix and Position Assignment Schedule for At-Will Employees and Elected Department Heads” most recently adopted on April 2, 2024, and as same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the “*Salary Matrix*”) and shall be modified as provided in the then-applicable Management Compensation Policy and the Salary Matrix.
4. Mr. Eilts understands that he is responsible for paying the employee’s share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to his employment for the County as determined by the County’s contract with PERS and/or County policy, and also any employee share of the “normal cost” of his

retirement benefits that may be mandated by the Public Employees' Pension Reform Act of 2013 (PEPRA).

5. Mr. Eilts shall continue to earn and accrue vacation and sick leave in accordance with the "Policy Regarding Benefits of At-Will and Elected Management-Level Officers and Employees" updated most recently by the Mono County Board of Supervisors on April 2, 2024, and as the same may be further amended from time to time and unilaterally implemented by the County (hereinafter the "**Management Benefits Policy**") and in accordance with any applicable County Code provisions not in conflict with said Policy. Also, pursuant to said Policy, in recognition of the fact that his employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, he shall be entitled to 80 hours of merit leave (aka administrative leave) during each calendar year of service under this Agreement, prorated for 2024 to reflect Mr. Eilts' May 21, 2024 start date. Mr. Eilts understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31st of each calendar year in which it is provided, or it is lost. Consistent with Mr. Eilts' uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Mr. Eilts may have accrued as of the effective date of this Agreement nor on his original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Mr. Eilts' date of eligibility for or vesting of any non-salary benefits or for any other purpose.
6. The County shall pay the professional dues, subscriptions, and other educational expenses necessary for Mr. Eilts' full participation in applicable professional associations, for his continued professional growth and for the good of the County, as determined to be appropriate, and as approved by the Director of Public Works.
7. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Mr. Eilts shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits at the tier applicable to Mr. Eilts' employment, CalPERS medical insurance, County dental and vision coverage, and life insurance.
8. Mr. Eilts understands and agrees that his receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on his actual and regular rendering of full-time personal services to the County or, in the event of any absence, upon his proper use of any accrued leave. Should Mr. Eilts cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then he shall cease earning or receiving any additional compensation or benefits until such time as he returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Mr. Eilts' regular schedule ever be reduced to less than full-time employment, on

a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees.

9. Consistent with the “at will” nature of Mr. Eilts’ employment, the Director of Public Works may terminate Mr. Eilts’ employment at any time during this Agreement, without cause. In such event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Mr. Eilts understands and acknowledges that as an “at will” employee, he will not have permanent status nor will his employment be governed by the County Personnel System (Mono County Personnel Rules) except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, he will have no property interest in his employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the County Administrative Officer may, in his or her discretion, take during Mr. Eilts’ employment.
10. In the event of a termination without cause under paragraph 9 occurring after the first twelve (12) months of Mr. Eilts’ employment under this Agreement, Mr. Eilts shall receive as severance pay a lump sum equal to two (2) months’ salary. For purposes of severance pay, “salary” refers only to base compensation. Mr. Eilts shall not be entitled to any severance pay in the event that the Director of Public Works has grounds to discipline him on or about the time he gives notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in section 520 of the Mono County Personnel Rules, as the same may be amended from time to time. Mr. Eilts shall also not be entitled to any severance pay in the event that he becomes unable to perform the essential functions of his position (with or without reasonable accommodations) and his employment is duly terminated for such non-disciplinary reasons.
11. Mr. Eilts may resign his employment with the County at any time. His resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Mr. Eilts shall not be entitled to any severance pay or to earn or accrue additional compensation of any kind after the effective date of such resignation.
12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Mr. Eilts, and shall supersede and replace any and all prior agreements or understandings regarding Mr. Eilts’ employment.
13. The parties agree that the Board of Supervisors’ approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties’ intent to alter in any way the fundamental statutory (non-contractual) nature of Mr. Eilts’

employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Mr. Eilts' sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus. Pursuant to Government Code sections 53243 et seq., Mr. Eilts shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if Mr. Eilts is convicted of a crime involving abuse of office or position.

14. Mr. Eilts acknowledges that this Agreement is executed voluntarily by him, without duress or undue influence on the part or on behalf of the County. Mr. Eilts further acknowledges that he has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive his right to do so, and that he is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.
15. For purposes of this Agreement, a photocopy, facsimile, .pdf, or electronically scanned signatures, including but not limited to DocuSign or similar service, shall be deemed as valid and as enforceable as an original.

III. EXECUTION:

This Agreement is executed by the parties this 21st day of May, 2024.

EMPLOYEE

THE COUNTY OF MONO

Eric Eilts

John Peters, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL



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

REGULAR AGENDA REQUEST

Print

MEETING DATE May 21, 2024

Departments: County Administrative Office

TIME REQUIRED 5 minutes

SUBJECT Terms and Conditions of Employment
for Animal Services Manager

**PERSONS
APPEARING
BEFORE THE
BOARD**

Christine Bouchard, Assistant County
Administrative Officer

AGENDA DESCRIPTION:

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

Agreement regarding Terms and Conditions of Employment for Brittany Pratt as the Animal Services Manager, an at-will position, at Range 111, Step A.

RECOMMENDED ACTION:

Announce fiscal impact. Adopt resolution approving an agreement regarding the terms and conditions of employment for Brittany Pratt as Animal Services Manager for Mono County, an at-will position, at Range 111, Step A.

FISCAL IMPACT:

The estimated cost of this position for the remainder of the fiscal year is \$11,600, of which \$7,964 is salary and \$3,636 is benefits. The total cost of salary and benefits for an entire fiscal year is approximately \$128,294, of which \$88,082 is salary and \$40,212 is benefits. This is included in the Department's FY 2023/24 adopted budget.

CONTACT NAME: Christine Bouchard

PHONE/EMAIL: 5414 / cbouchard@mono.ca.gov

SEND COPIES TO:

Signers: John Peters

Brittany Pratt @ brittany.pratt824@gmail.com

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

History

Time	Who	Approval
5/15/2024 1:36 PM	County Counsel	Yes
5/16/2024 2:46 PM	Finance	Yes
5/16/2024 3:00 PM	County Administrative Office	Yes



COUNTY ADMINISTRATIVE OFFICER
COUNTY OF MONO
Sandra Moberly, MPA, AICP

ASSISTANT COUNTY ADMINISTRATIVE OFFICER
Christine Bouchard

To: Board of Supervisors

From: Christine Bouchard, Assistant County Administrator

Date: May 21, 2024

Re: Appointment of Brittany Pratt as Animal Services Manager

BOARD OF SUPERVISORS

CHAIR

John Peters / District 4

VICE CHAIR

Lynda Salcido / District 5

Jennifer Kreitz / District 1

Rhonda Duggan / District 2

Bob Gardner / District 3

COUNTY DEPARTMENTS

ASSESSOR

Hon. Barry Beck

DISTRICT ATTORNEY

Hon. David Anderson

SHERIFF / CORONER

Hon. Ingrid Braun

ANIMAL SERVICES

Chris Mokracek "Interim"

BEHAVIORAL HEALTH

Robin Roberts

COMMUNITY DEVELOPMENT

Wendy Sugimura

COUNTY CLERK-RECORDER

Queenie Barnard

COUNTY COUNSEL

Stacey Simon, Esq.

ECONOMIC DEVELOPMENT

Jeff Simpson

EMERGENCY MEDICAL SERVICES

Bryan Bullock

FINANCE

Janet Dutcher, DPA, MPA, CGFM, CPA

HEALTH AND HUMAN SERVICES

Kathryn Peterson

INFORMATION TECHNOLOGY

Mike Martinez

PROBATION

Karin Humiston

PUBLIC WORKS

Paul Roten

Strategic Plan Focus Area(s) Met

A Thriving Economy Safe and Healthy Communities Mandated Function

Sustainable Public Lands Workforce & Operational Excellence

Discussion

The Animal Services Manager position was created in February 2024 replacing the Animal Services Director. Interviews were conducted and Brittany Pratt was the successful candidate.

Ms. Pratt has extensive experience with Animal Services in Del Norte County and was involved with transferring the Animal Services Division to the Sheriff's office. Ms. Pratt is familiar with the area and is looking forward to relocating to Mono County.

Ms. Pratt's targeted start date is May 28, 2024.



RESOLUTION NO. R24-

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS APPROVING AN
AGREEMENT PRESCRIBING THE COMPENSATION, APPOINTMENT,
AND CONDITIONS OF EMPLOYMENT OF BRIATTNY PRATT**

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

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

PASSED AND ADOPTED this 21st day of May, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST: _____
Clerk of the Board

John Peters, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

**AGREEMENT REGARDING TERMS AND CONDITIONS OF
EMPLOYMENT OF BRITTANY PRATT
AS ANIMAL SERVICES MANAGER FOR MONO COUNTY**

This Agreement is entered into by and between Brittany Pratt and the County of Mono (hereinafter “County”).

I. RECITALS

The County Administrative Officer has offered Brittany Pratt hereinafter (“Ms. Pratt”) the position of Animal Services Manager for Mono County in accordance with the terms and conditions set forth in this Agreement. Ms. Pratt wishes to accept employment with the County on said terms and conditions.

II. AGREEMENT

1. This Agreement shall commence upon execution by both parties and shall remain in effect unless or until terminated in accordance with this Agreement.
2. Commencing May 28, 2024, Ms. Pratt shall be employed by Mono County as its Animal Services Manager, serving at the will and pleasure of the Department Head. Ms. Pratt accepts such employment. The Department Head shall be deemed the “appointing authority” for all purposes with respect to Ms. Pratt’s employment. The Department Head and Ms. Pratt will work together to establish specific, measurable, achievable and realistic performance goals for Ms. Pratt’s work. Ms. Pratt’s job performance and progress towards achieving the agreed-upon goals shall be evaluated by the Department Head in accordance with the County’s “Policy Regarding the Compensation of At-Will and Elected Management Level Officers and Employees” most recently adopted by the Mono County Board of Supervisors on April 2, 2024, and as the same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the “*Management Compensation Policy*”).
3. Ms. Pratt’s salary shall be initially set at Range 111, Step A of the “Resolution of the Mono County Board of Supervisors Adopting a Salary Matrix and Position Assignment Schedule for At-Will Employees and Elected Department Heads” most recently updated on April 2, 2024, and as same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the “*Salary Matrix*”) and shall be modified as provided in the then-applicable Management Compensation Policy and the Salary Matrix.
4. Ms. Pratt understands that she is responsible for paying the employee’s share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to her employment for the County as determined by the County’s contract with PERS and/or County policy, and also any employee share of the “normal cost” of her retirement benefits that may be mandated by the Public Employees Pension Reform Act

of 2013 (PEPRA).

5. Ms. Pratt shall earn and accrue vacation and sick leave in accordance with the “Policy Regarding Benefits of At-Will and Management-Level Officers and Employees,” updated most recently by the Mono County Board of Supervisors on April 2, 2024, and as the same may be further amended from time to time and unilaterally implemented by the County (hereinafter the “**Management Benefits Policy**”) and in accordance with any applicable County Code provisions not in conflict with said Policy. Also, pursuant to said Policy, in recognition of the fact that her employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, she shall be entitled to 80 hours of merit leave (aka administrative leave) during each calendar year of service under this Agreement, prorated for 2024 to reflect Ms. Pratt’s May 28, 2024 start date. Ms. Pratt understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31st of each calendar year in which it is provided, or it is lost.
6. To the extent deemed appropriate by the Department Head, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Ms. Pratt’s full participation in applicable professional associations, for her continued professional growth and for the good of the County.
7. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Ms. Pratt shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County’s Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits at the tier applicable to Ms. Pratt’s employment, medical insurance, County dental and vision coverage, and life insurance.
8. Ms. Pratt understands and agrees that her receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on her actual and regular rendering of full-time personal services to the County or, in the event of any absence, upon her proper use of any accrued leave. Should Ms. Pratt cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then she shall cease earning or receiving any additional compensation or benefits until such time as she returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Ms. Pratt’s regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees.
9. Consistent with the “at will” nature of Ms. Pratt’s employment, the Department Head

may terminate Ms. Pratt's employment at any time during this Agreement, without cause. In that event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Ms. Pratt understands and acknowledges that as an "at will" employee, she will not have permanent status nor will her employment be governed by the Mono County Personnel Rules except to the extent that the Rules are ever modified to apply expressly to at-will employees. Among other things, she will have no property interest in her employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the Department Head may, in his or her discretion, take during Ms. Pratt's employment.

10. In the event of a termination without cause occurring after the first twelve (12) months of employment, Ms. Pratt shall receive as severance pay a lump sum equal to two (2) months' salary. For purposes of severance pay, "salary" refers only to base compensation. Ms. Pratt shall not be entitled to any severance pay in the event that the Department Head has grounds to discipline her on or about the time he or she gives notice of termination. Grounds for discipline include but are not limited to those specified in section 520 of the Mono County Personnel Rules, as the same may be amended from time to time. Ms. Pratt shall also not be entitled to any severance pay in the event that she becomes unable to perform the essential functions of her position (with or without reasonable accommodations) and her employment is duly terminated for such non-disciplinary reasons.
11. Ms. Pratt may resign her employment with the County at any time. Her resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Ms. Pratt shall not be entitled to any severance pay or earn or accrue additional compensation of any kind after the effective date of such resignation.
12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Ms. Pratt.
13. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Ms. Pratt's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Ms. Pratt's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus. Pursuant to Government Code sections 53243 et seq., Ms. Pratt shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if Ms. Pratt is convicted of a crime involving abuse of office or position.

14. Ms. Pratt acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Ms. Pratt further acknowledges that she has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive her right to do so, and that she is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

15. For purposes of this Agreement, a photocopy, facsimile, .pdf, or electronically scanned signatures, including but not limited to DocuSign or similar service, shall be deemed as valid and as enforceable as an original.

III. EXECUTION

This Agreement is executed by the parties this 21st day of May, 2024.

EMPLOYEE

THE COUNTY OF MONO

Brittany Pratt

John Peters, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL



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

REGULAR AGENDA REQUEST

Print

MEETING DATE May 21, 2024

TIME REQUIRED

SUBJECT Closed Session - Labor Negotiations

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Sandra Moberly, Mary Booher, Christopher Beck, Janet Dutcher, and Christine Bouchard. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Correctional Deputy Sheriffs' Association. Unrepresented employees: All.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

Time	Who	Approval
5/16/2024 9:06 AM	County Counsel	Yes
5/6/2024 2:18 PM	Finance	Yes
5/16/2024 9:51 AM	County Administrative Office	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE May 21, 2024

TIME REQUIRED

SUBJECT Closed Session - Exposure to
Litigation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

Time	Who	Approval
5/15/2024 1:07 PM	County Counsel	Yes
3/27/2024 9:48 AM	Finance	Yes
5/16/2024 10:20 AM	County Administrative Office	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE May 21, 2024

TIME REQUIRED

SUBJECT Closed Session - Existing Litigation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of cases: County of Mono v. Amerisourcebergen Drug Corporation; Cardinal Health, Inc.; McKesson Corporation; Purdue Pharma L.P.; Purdue Pharma, Inc., et al., United States District Court, Eastern District of California, Case No. 2:18-cv-01149-MCE-KJN.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

Time	Who	Approval
5/14/2024 2:02 PM	County Counsel	Yes
5/16/2024 1:34 PM	Finance	Yes
5/16/2024 2:21 PM	County Administrative Office	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE May 21, 2024

TIME REQUIRED

SUBJECT Closed Session - Existing Litigation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: *County of Mono, et al v. Liberty Utilities, LLC, et al.*, Case No: 2:21-cv-00834-DAD-KJN, U.S. District Court for the Eastern District of California.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

History

Time

Who

Approval