



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

### **Regular Meeting**

#### **October 3, 2023**

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### **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/89125006072> or visit <https://www.zoom.us/>, click on "Join A Meeting" and enter the Zoom Webinar ID 89125006072.

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

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

Dial (669) 900-6833, then enter Zoom Webinar ID 891 2500 6072.

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=e7d204c7-e668-44f4-be12-b19e6bd13e27](https://monocounty.granicus.com/MediaPlayer.php?publish_id=e7d204c7-e668-44f4-be12-b19e6bd13e27)

**NOTE:** In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Clerk of the Board at (760) 932-5530 or [bos@mono.ca.gov](mailto:bos@mono.ca.gov). Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting (See 42 USCS 12132, 28CFR 35.130).

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

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

9:00 AM      Call meeting to Order

Pledge of Allegiance

**1.      OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

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

**2.      RECOGNITIONS - NONE**

**3.      COUNTY ADMINISTRATIVE OFFICER**

CAO Report regarding Board Assignments

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

**4.      DEPARTMENT/COMMISSION REPORTS**

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

**5.      CONSENT AGENDA**

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

**A.      Review of Emergency Declarations - 2022/23 Winter Storms**

Departments: Emergency Management

Review of local declarations of emergency related to 2023 severe winter storms proclaimed on January 10 and February 28, by the Mono County Emergency Services Director and ratified by the Board of Supervisors on January 17, and March 7, respectively (last review date: August 15, 2023).

**Recommended Action:** 1) Find that conditions justifying the two emergency declarations made by Mono County as a result of severe winter storms continue to exist and the emergency declarations should remain in place; and (2) Direct staff to agendize a subsequent review of the emergency declarations within 60 days as required by Government Code section 8630.

**Fiscal Impact:** Maintenance of the emergency declarations continues the County's eligibility for state and federal disaster assistance to reimburse emergency response expenditures.

**B. Flu Vaccination Clinic Memorandum of Understanding with Education Partners**

Departments: Health and Human Services

Proposed Memorandum of Understanding (MOU) with Mono County Office of Education and Mammoth Unified School District pertaining to annual flu vaccination clinics to be provided by Mono County Public Health Division on school campuses.

**Recommended Action:** Approve an MOU with the Mono County Office of Education and Mammoth Unified School District for flu clinics for the period October 1, 2023, through November 30, 2023, and authorize the Health and Human Services Director to sign.

**Fiscal Impact:** None.

**C. Recycling and Diversion Services Contract - Organics and Wood Chipping**

Departments: Public Works - Solid Waste

Proposed contract with Terra Firma Organics, LLC pertaining to wood and green waste chipping services.

**Recommended Action:** Approve, and authorize Public Works Department Director to sign, contract with Terra Firma Organics, LLC for wood and green waste chipping services for the period July 1, 2023 through December 31, 2024 and a not-to-exceed amount of \$120,000 in any 12-month period.

**Fiscal Impact:** The maximum cost of this contract in any 12-month period is \$120,000 to be paid from the County's Solid Waste Enterprise Fund.

**D. Monthly Treasury Transaction Report**

Departments: Finance

Treasury Transaction Report for the month ending 8/31/2023.

**Recommended Action:** Approve the Treasury Transaction Report for the month ending 8/31/2023.

**Fiscal Impact:** None.

**E. Antelope Valley Regional Planning Advisory Committee Appointment**

Departments: Community Development

Appointment of Jim Ricks to the Antelope Valley Regional Planning Advisory Committee.

**Recommended Action:** Appoint Jim Ricks to the Antelope Valley Regional Planning Advisory Committee (RPAC) for the remainder of the term expiring on December 31, 2026, as recommended by Supervisor Peters.

**Fiscal Impact:** None, the cost of RPACs is included in the adopted Community Development budget.

**F. Approval for Children's Medical Services (CMS) Foster Care Certification Statement**

Departments: Health and Human Services, Public Health

Approval of Certification Statement with State of California Health and Human Services Agency, Department of Health Care Services pertaining to the Health Care Program for Children in Foster Care.

**Recommended Action:** Authorize Chair to sign certification statement with State of California Health and Human Services Agency, Department of Health Care Services for the Health Care Program for Children in Foster Care for the period July 1, 2023, through June 30, 2024.

**Fiscal Impact:** Renewal of Foster Care Program funding through the State of California Health and Human Services Agency, Department of Health Care Services, up to \$12,000 in Federal and State funding.

**G. Agreement with Boxx Modular, Inc.**

Departments: Public Works - Solid Waste

Proposed contract with Boxx Modular Inc. pertaining to providing a prefabricated gatehouse. This contract was previously approved by the Board, but never executed by the contractor due to the contractor's need for a longer performance period. It is presented again for Board approval, with an extended performance period.

**Recommended Action:** Approve, and authorize Public Works Director to sign, contract with Boxx Modular Inc. to provide a prefabricated gatehouse for installation at the Pumice Valley Landfill. The contract is for the period January 1, 2023, through June 30, 2024 and a not-to-exceed amount of \$250,000. Find that the project is exempt from review pursuant to the California Environmental Quality Act under the Class 3 (new construction or conversation of small structures) and Class 11 (accessory structures) exemptions and direct staff to file a Notice of Exemption.

**Fiscal Impact:** The maximum amount payable to Boxx Modular, Inc. is \$250,000, with an additional \$20,000 estimated to cover sales tax and site preparation work, to be paid from the Solid Waste Enterprise Fund.

**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. Update on Emergency Repair Benton Crossing Road and Northshore Drive**

Departments: Public Works

5 minutes

(Paul Roten, Public Works Director) - Update on emergency road repairs on Benton Crossing Road and Northshore Drive.

**Recommended Action:** 1. Receive update on the status of repairs. 2. Review the emergency action and either: (a) find that there is a need to continue the repair of Benton Crossing Road and Northshore Drive to make those roads safe for travel before winter snows and authorize the Public Works Director to continue procuring the necessary equipment, services, and supplies to continue emergency repairs on Benton Crossing Road and Northshore Drive, without giving notice for bids to let contracts (4/5 vote is required); or (b) find that the emergency repair work is complete and that this item need not appear on future agendas of the Board.

**Fiscal Impact:** The project will be primarily funded with Federal Emergency Management Agency. (FEMA) and California Governor's Office of Emergency Services (CALOES) assistance.

**B. Loan to June Lake Chamber of Commerce for Tourism Business Improvement District (TBID) Assessment and Planning**

Departments: County Administrative Office

10 minutes

(Sandra Moberly, County Administrative Officer) - Proposed agreement with the June Lake Chamber of Commerce pursuant to which County would loan the Chamber funds to investigate and develop materials related to the potential establishment of a Tourism Business Improvement District (TBID) in June Lake, California.

**Recommended Action:** Approve, and authorize Chair to sign, loan agreement with the June Lake Chamber of Commerce to support the Chamber's investigation of a possible TBID in June Lake for the period September 5, 2023, through September 4, 2024, and a not-to-exceed amount of \$47,000.

**Fiscal Impact:** \$47,000, borrowed from the County's General Fund, to be repaid by the Chamber out of the proceeds of the TBID, if established, or from other sources if not established. Interest accrues at 5%.

**C. Discussion regarding Federal Government Shutdown and Potential County Impacts**

Departments: County Administrative Office

10 minutes

(Sandra Moberly, County Administrative Officer) - Discussion regarding Federal Government Shutdown and Potential County Impacts.

**Recommended Action:** Staff recommends that the Board discuss the possible Federal Government Shutdown and provide direction to staff to draft letters to federal agencies advocating for continuity of services.

**Fiscal Impact:** None.

**D. Terms and Conditions of Employment and Job Description - Health and Human Services**

Departments: Health and Human Services

10 minutes

(Kathy Peterson, Health, and Human Services Director) - Board approval of two new position descriptions within the Health and Human Services (HHS) Department (HHS Deputy Director and HHS Chief Fiscal Officer) and approval of terms and conditions of employment reclassifying existing employee Stephanie Butters as HHS Chief Fiscal Officer.

**Recommended Action:** (1) Approve the Health and Human Services Deputy Director and Chief Fiscal Officer position descriptions; and (2) Announce fiscal impact and adopt proposed Resolution Approving Agreement Regarding Terms and Conditions of Employment for Stephanie Butters as Chief Fiscal Officer.

**Fiscal Impact:** This item increases spending for the remainder of this fiscal year by \$16,317, of which \$13,777 is salary and \$2,541 is benefits. The annual cost of this position is currently \$156,049. If this item is approved, the annual cost will be \$171,829, of which \$123,427 is salary and \$48,402 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 and Job Description - County Counsel Office Manager**

Departments: County Counsel

5 minutes

(Stacey Simon, County Counsel) - Job description and resolution approving an agreement regarding terms and conditions of employment with Kevin Moss as County Counsel Office Manager, and prescribing the compensation, appointment, and conditions of said employment.

**Recommended Action:** Announce Fiscal Impact. Approve job description and adopt resolution approving an agreement regarding terms and conditions of employment with Kevin Moss as County Counsel Office 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 \$4,389, of which \$3,773 is salary and \$616 is benefits. The annual cost of this position is currently \$97,713. If this item is approved, the annual cost will be \$103,624, of which \$79,560 is salary and \$24,064 is benefits. This fiscal impact is included in the County Counsel's FY 2023-24 adopted budget.

**F. Terms and Conditions of Employment - Housing Opportunities Manager**

Departments: County Administrative Office

5 minutes

(Sandra Moberly, County Administrative Officer) - Proposed resolution approving a contract with Tyrone Grandstrand as Housing Opportunities Manager, and prescribing the compensation, appointment, and conditions of said employment.

**Recommended Action:** Announce Fiscal Impact. Adopt proposed resolution approving a contract with Tyrone Grandstrand as Housing Opportunities Manager, 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 the fiscal year is \$132,577, of which \$91,640 is salary and \$40,937 is benefits. The total cost of salary and benefits for an entire fiscal year is approximately \$171,829, of which \$123,427 is salary and \$48,402 is benefits. This is included in the Department's FY 2023/24 approved 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, Stacey Simon, Janet Dutcher, Jay Sloane, and Oliver Yee. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Correctional Deputy Sheriffs' Association. Unrepresented employees: All.

**B. Closed Session - Initiation of Litigation**

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

**C. Closed Session – Real Property Negotiation**

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property Address: 264 Highway 182, Bridgeport, CA. County

Negotiator: Mono County by: Mary Booher and Sandra Moberly. Negotiating Parties: Garth Moore . Under Negotiation: Price, terms, and conditions.

**D. Closed Session – Real Property Negotiation**

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property Address: 15 White Mountain Drive, Chalfant CA 93512. County Negotiator: Mono County by: Sandra Moberly, Mary Booher. Negotiating Parties: Mono County Tax Collector. Under Negotiation: Price, terms and conditions.

**E. Closed Session – Real Property Negotiation**

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property Address: 350 Mule Deer Road, Coleville, CA 96107. County Negotiator: Mono County by: Sandra Moberly, Mary Booher. Negotiating Parties: Mono County Tax Collector. Under Negotiation: Price, terms and conditions.

**F. Closed Session – Real Property Negotiation**

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property Address: 15 White Mountain Drive, Chalfant CA 93512. County Negotiator: Mono County by: Sandra Moberly and Mary Booher. Negotiating Parties: Mono County Tax Collector. Under Negotiation: Price, terms and conditions.

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

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

**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**     October 3, 2023

**Departments: Emergency Management**

**TIME REQUIRED**

**SUBJECT**             Review of Emergency Declarations -  
2022/23 Winter Storms

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### AGENDA DESCRIPTION:

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

Review of local declarations of emergency related to 2023 severe winter storms proclaimed on January 10 and February 28, by the Mono County Emergency Services Director and ratified by the Board of Supervisors on January 17, and March 7, respectively (last review date: August 15, 2023).

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### RECOMMENDED ACTION:

1) Find that conditions justifying the two emergency declarations made by Mono County as a result of severe winter storms continue to exist and the emergency declarations should remain in place; and (2) Direct staff to agendize a subsequent review of the emergency declarations within 60 days as required by Government Code section 8630.

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### FISCAL IMPACT:

Maintenance of the emergency declarations continues the County's eligibility for state and federal disaster assistance to reimburse emergency response expenditures.

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**CONTACT NAME:** Chris Mokracek or Stacey Simon

**PHONE/EMAIL:** 17606483270 / ssimon@mono.ca.gov, cmokracek@mono.ca.gov

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### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

☐ YES ☒ NO

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### ATTACHMENTS:

Click to download
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">January 9, 2023 Emergency Proclamation</a>
<input type="checkbox"/> <a href="#">Board Ratification 1/17/2023</a>
<input type="checkbox"/> <a href="#">February 27, 2023 Emergency Proclamation</a>
<input type="checkbox"/> <a href="#">Board Ratification 3/7/2023</a>

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
9/26/2023 10:40 AM	County Counsel	Yes
9/26/2023 11:17 AM	Finance	Yes
9/26/2023 2:14 PM	County Administrative Office	Yes



MONO COUNTY  
OFFICE OF EMERGENCY MANAGEMENT



To: Board of Supervisors

From: Chris Mokracek, Director of Emergency Management

Date: October 3, 2023

Re: Review and continuation of Emergency Declarations – January 9, 2023, and February 27, 2023

A local emergency continues to exist under the California Emergency Services Act (CESA) when conditions exist of disaster or extreme peril to the safety of persons and property, which are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the local government and require the combined forces of other entities to combat.

In early January 2023, and again in February, Mono County experienced several large storms which brought blizzard conditions, dropping historic amounts of snow throughout the County. The most recent series of extreme winter storms began near the end of February and continued through the beginning of April 2023.

These storms were powerful and quickly overwhelmed the resources of governmental entities within Mono County. The February storms resulted in multi-day road closures of the state highways in Mono County, preventing the delivery of groceries, propane, medications, and other goods. Many travelers were stranded and required assistance from the Mono County Sheriff's Office, and other local agencies. There is also potential damage to structures and infrastructure, of which the full impact may not be realized for months as snowmelt reveals damage. These conditions are beyond the control of the services, personnel, equipment, and facilities of Mono County.

Based on the impacts of these storms, the need for additional resources, and the potential for additional damage, Director of Emergency Services, Sheriff Ingrid Braun, and Deputy Director of Emergency Services, Chris Mokracek, issued a second Emergency Services Proclamation on February 27, 2023.

As of today, October 3, 2023, the Federal Disaster Declaration (FEMA-4699 DR-CA) remains active and damage from snow load and flooding continues to be discovered throughout the County. The potential for additional damage from flooding remains as reservoirs have reached their maximum capacity. The County continues to make emergency repairs to roads and infrastructure as well as working with FEMA to acquire Public Assistance reimbursement.

In addition, there is a need to review the emergency declarations declared on January 9, 2023, and February 27, 2023, and ratified by Board Resolutions. This item would accomplish that review so that the January and February Declarations will remain in effect.

Attachments:  
January 9, 2023, Proclamation of Local Emergency

P.O. BOX 696  
BRIDGEPORT, CA 93519

January 17, 2023, Board Ratification of January Declaration of Local Emergency  
February 27, 2023, Proclamation of Local Emergency  
March 7, 2023, Board Ratification of February Declaration of Local Emergency





**MONO COUNTY DIRECTOR OF EMERGENCY SERVICES  
PROCLAMATION OF LOCAL EMERGENCY DUE TO SEVERE WINTER STORMS  
COMMENCING JANUARY 9, 2023**

**WHEREAS**, Chapter 2.60 of the Mono County Code empowers the Mono County Director of Emergency Services or Deputy Director to proclaim the existence of a local emergency in accordance with Government Code section 8630 when there exist conditions of disaster or of extreme peril to the safety of persons and property within the County which, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the County and require the combined assistance of other political subdivisions; and the Board of Supervisors is not in session; and

**WHEREAS**, Mono County Code section 2.60.090 designates the Mono County Sheriff-Coroner as the Director of Emergency Services for the County and the Sheriff-Coroner has designated the Mono County Emergency Manager as Deputy Director of Emergency Services; and

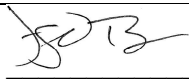

**WHEREAS**, the Director of Emergency Services of the County of Mono does hereby find:

1. that conditions of disaster and/or extreme peril to the safety of persons and property have arisen within said County, caused by a series of extreme winter snowstorms, which began on January 9, 2023, bringing substantial rain and snowfall, flooding and damaging winds. The series of storms caused power outages and multi-day road closures, which preclude the delivery of propane, groceries, and other goods to Mono County; and
2. that these conditions are beyond the control of the services, personnel, equipment, and facilities of said County, and;

**NOW, THEREFORE, IT IS HEREBY PROCLAIMED** that a local emergency now exists throughout said County, and

**WHEREAS**, the Director of Emergency Services of the County of Mono finds that these emergency conditions will require additional resources, services, personnel, equipment and any other assistance, including the combined forces of the mutual aid region to mitigate the effects of the local emergency. These resources are necessary to address immediate threats and to assist in recovery efforts.

**IT IS FURTHER PROCLAIMED AND ORDERED** that during the existence of said local emergency the powers, functions, and duties of the emergency organization of this County shall be those prescribed by state law, by ordinances, and resolutions of this County, and; that this emergency proclamation shall expire in seven days after issuance, on January 17, 2023, unless confirmed and ratified by the board of supervisors of the County of Mono.

<p>Signature: <u></u> <u></u></p> <p>Dated: _____</p>	<p>By: Ingrid Braun/Chris Mokracek Mono County Sheriff-Coroner and Director of Emergency Services/ Deputy Director of Emergency Services</p>
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**R23-003**

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
RATIFYING PROCLAMATION OF LOCAL EMERGENCY AND DECLARING A  
CONTINUED STATE OF LOCAL EMERGENCY DUE TO SEVERE WINTER  
SNOWSTORMS WHICH COMMENCED ON JANUARY 9, 2023**

**WHEREAS**, the Mono County Sheriff/Director of Emergency Services did, on January 10, 2023, issue a proclamation declaring a state of local emergency in the County of Mono as a result of a severe winter snowstorms commencing on January 9, 2023, which prevented emergency access, closed roads, stranded travelers, and exceeded the ability of Mono County road and safety crews to respond; and

**WHEREAS**, the storm resulted in conditions of disaster and extreme peril to the safety of persons and property within the County which were, and continue to be, beyond the response capabilities of the services, personnel, equipment and facilities of the County of Mono; and

**WHEREAS**, the situation resulting from said conditions, and forecast future storms, remains beyond the control of the normal protective services, personnel, equipment and facilities within the County of Mono; and

**NOW, THEREFORE**, the Board of Supervisors of the County of Mono hereby finds and resolves that the emergency conditions described herein will require additional resources, services, personnel, equipment, and other assistance, including the combined forces of the mutual aid region, to mitigate. These resources are necessary to address immediate threats and to assist in recovery efforts and the Board hereby ratifies the January 10, 2023, proclamation of local emergency made by the Sheriff/Director of Emergency Services and declares a continued state of local emergency in the County.

**BE IT FURTHER RESOLVED THAT** Mono County requests to be added to the list of named counties impacted by severe winter storms during this time period in the Governor's Emergency Proclamation, dated January 4, 2023. Mono County additionally requests consideration for a U.S. Small Business Administration Disaster Declaration for Individual Assistance and funding through the California Disaster Assistance Act and any and all recovery assistance the State of California can provide


**PASSED, APPROVED and ADOPTED** this 17<sup>th</sup> day of January 2023, by the following vote, to wit:

**AYES:** Supervisors Duggan, Gardner, Kreitz, Peters, and Salcido.

**NOES:** None.

**ABSENT:** None.

**ABSTAIN:** None.

  
Rhonda Duggan (Jan 18, 2023 09:59 PST)


RHONDA DUGGAN, Chair  
Mono County Board of Supervisors

ATTEST:



Clerk of the Board

APPROVED AS TO FORM:

  
Stacey Simpson (Jan 18, 2023 09:31 PST)

County Counsel



**MONO COUNTY DIRECTOR OF EMERGENCY MANAGEMENT  
PROCLAMATION OF LOCAL EMERGENCY DUE TO SEVERE WINTER STORMS  
COMMENCING FEBRUARY 27, 2023**

**WHEREAS**, Chapter 2.60 of the Mono County Code empowers the Mono County Director of Emergency Management or Deputy Director to proclaim the existence of a local emergency in accordance with Government Code section 8630 when there exist conditions of disaster or of extreme peril to the safety of persons and property within the County which, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the County and require the combined assistance of other political subdivisions; and the Board of Supervisors is not in session; and

**WHEREAS**, Mono County Code section 2.60.090 designates the Mono County Sheriff-Coroner as the Director of Emergency Services for the County and the Sheriff-Coroner has designated the Director of Mono County Emergency Management as Deputy Director of Emergency Services; and

**WHEREAS**, the Director of Emergency Management of the County of Mono does hereby find:

1. that conditions of disaster and/or extreme peril to the safety of persons and property have arisen within said County, caused by a series of extreme winter snowstorms, which began on February 27, 2023, bringing substantial snowfall, avalanches, and damaging winds. The series of storms caused power outages and multi-day road closures, which preclude the delivery of propane, groceries, and other goods to Mono County; and
2. damaged and closed roads will also create an economic burden to affected communities that rely on vehicular tourist traffic; and
3. that these conditions are beyond the control of the services, personnel, equipment, and facilities of said County, and;

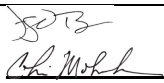
**NOW, THEREFORE, IT IS HEREBY PROCLAIMED** that a local emergency now exists throughout said County, and

**WHEREAS**, the Director of Emergency Services of the County of Mono finds that these emergency conditions will require additional resources, services, personnel, equipment, and any other assistance, including the combined forces of the mutual aid region to mitigate the effects of the local emergency. These resources are necessary to address immediate threats and to assist in recovery efforts.

**ACCORDINGLY, THE MONO COUNTY SHERIFF-CORONER AS THE DIRECTOR OF EMERGENCY SERVICES AND THE DIRECTOR OF MONO COUNTY EMERGENCY MANAGEMENT AS DEPUTY DIRECTOR OF EMERGENCY SERVICES HEREBY REQUESTS** that the Governor declare a State of Emergency and make all relevant funds available to Mono County and all eligible community members and businesses, including, but not limited to, California Disaster Assistance Funds and State Private Nonprofit Organizations Assistance Program funds, and that the Governor request that the President of the United States make a Presidential Declaration of Emergency in and for Mono County and make all relevant funds available to Mono County and all eligible community members and businesses, including, but not limited to, aid provided by the Small Business Administration, and:

**REQUEST** that the Governor waive any and all regulations needed to allow for the delivery of propane and fuel from Nevada into California for life safety reasons and to prevent the interruption of emergency operations, and;

**IT IS FURTHER PROCLAIMED AND ORDERED** that during the existence of said local emergency the powers, functions, and duties of the emergency organization of this County shall be those prescribed by state law, by ordinances, and resolutions of this County, and; that this emergency proclamation shall expire in seven days after issuance, on March 7, 2023, unless confirmed and ratified by the Board of Supervisors of the County of Mono.

Signature:  Dated: <u>February 28, 2023</u>	By: Ingrid Braun/Chris Mokracek Mono County Sheriff-Coroner and Director of Emergency Management/Deputy Director of Emergency Services
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R23-021

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
RATIFYING PROCLAMATION OF LOCAL EMERGENCY AND DECLARING A  
CONTINUED STATE OF LOCAL EMERGENCY DUE TO SEVERE WINTER  
SNOWSTORMS WHICH COMMENCED ON FEBRUARY 27, 2023**

**WHEREAS**, the Mono County Sheriff/Director of Emergency Services did on February 28, 2023, issue a proclamation declaring a state of local emergency in the County of Mono as a result of a severe winter snowstorms commencing on February 27, 2023, which prevented emergency access, closed roads, stranded travelers, and exceeded the ability of Mono County road and safety crews to respond; and

**WHEREAS**, heavy snow and multiple avalanches have resulted in some communities within Mono County being entirely cut off from supplies and services within California, with the only available access to items such as food, medication and fuel being in Nevada; and

**WHEREAS**, it is imperative that resources and coordination occur between the State of California and the State of Nevada, including coordination regarding road plowing and maintenance to enable access to services and the waiver of regulations that currently prohibit the delivery of propane fuel from Nevada into California; and

**WHEREAS**, the situation resulting from these conditions, forecast future storms, and the remaining effects of past storms has resulted in conditions of disaster and extreme peril to the safety of persons and property within the County which are beyond the response capabilities of the services, personnel, equipment and facilities of the County of Mono;

**NOW, THEREFORE**, the Board of Supervisors of the County of Mono hereby **FINDS** and **RESOLVES** that the emergency conditions described herein and in the staff report accompanying this resolution require additional resources, services, personnel, equipment, and other assistance, including the combined forces of the mutual aid region, to mitigate. These resources are necessary to address immediate threats and to assist in recovery efforts.

**BE IT FURTHER RESOLVED THAT** the Board of Supervisors ratifies the February 28, 2023, proclamation of local emergency made by the Sheriff/Director of Emergency Services and declares a continued state of local emergency in the County resulting from the severe winter storms and conditions described therein.

**AND BE IT FURTHER RESOLVED AND REQUESTED THAT:**

1. The Governor of the State of California request that the President of the United States of America make a Presidential Declaration of Emergency in and for Mono County and to make all funds available to Mono County and all eligible community

members and businesses, including but not limited to, aid provided by the Small Business Administration;

2. Mono County be considered for a U.S. Small Business Administration Disaster Declaration for Individual Assistance and funding through the California Disaster Assistance Act and any and all recovery assistance the State of California or the Federal government can provide; and,
3. A provisional allowance be made for the inter-state highway transportation of fuel, propane, and other essential supplies needed to prevent additional life risk and property damage from extreme cold weather.

**PASSED, APPROVED and ADOPTED** this 7<sup>th</sup> day of March, 2023, by the following vote, to wit:

**AYES:** Supervisors Duggan, Kreitz, and Salcido.

**NOES:** None.

**ABSENT:** Supervisors Gardner and Peters.

**ABSTAIN:** None.

  
Rhonda Duggan (Mar 8, 2023 08:28 PST)


\_\_\_\_\_  
Rhonda Duggan, Chair  
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:



\_\_\_\_\_  
Clerk of the Board

  
Stacey Simon (Mar 8, 2023 08:25 PST)

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



**MONO COUNTY DIRECTOR OF EMERGENCY MANAGEMENT  
PROCLAMATION OF LOCAL EMERGENCY DUE TO SEVERE WINTER STORMS  
COMMENCING FEBRUARY 27, 2023**

**WHEREAS**, Chapter 2.60 of the Mono County Code empowers the Mono County Director of Emergency Management or Deputy Director to proclaim the existence of a local emergency in accordance with Government Code section 8630 when there exist conditions of disaster or of extreme peril to the safety of persons and property within the County which, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the County and require the combined assistance of other political subdivisions; and the Board of Supervisors is not in session; and

**WHEREAS**, Mono County Code section 2.60.090 designates the Mono County Sheriff-Coroner as the Director of Emergency Services for the County and the Sheriff-Coroner has designated the Director of Mono County Emergency Management as Deputy Director of Emergency Services; and

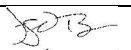
**WHEREAS**, the Director of Emergency Management of the County of Mono does hereby find:

1. that conditions of disaster and/or extreme peril to the safety of persons and property have arisen within said County, caused by a series of extreme winter snowstorms, which began on February 27, 2023, bringing substantial snowfall, avalanches, and damaging winds. The series of storms caused power outages and multi-day road closures, which preclude the delivery of propane, groceries, and other goods to Mono County; and
2. that these conditions are beyond the control of the services, personnel, equipment, and facilities of said County, and;

**NOW, THEREFORE, IT IS HEREBY PROCLAIMED** that a local emergency now exists throughout said County, and

**WHEREAS**, the Director of Emergency Services of the County of Mono finds that these emergency conditions will require additional resources, services, personnel, equipment and any other assistance, including the combined forces of the mutual aid region to mitigate the effects of the local emergency. These resources are necessary to address immediate threats and to assist in recovery efforts.

**IT IS FURTHER PROCLAIMED AND ORDERED** that during the existence of said local emergency the powers, functions, and duties of the emergency organization of this County shall be those prescribed by state law, by ordinances, and resolutions of this County, and; that this emergency proclamation shall expire in seven days after issuance, on February 5, 2023, unless confirmed and ratified by the board of supervisors of the County of Mono.

Signature:  Dated: Feb 28, 2023	By: Ingrid Braun/Chris Mokrcek Mono County Sheriff-Coroner and Director of Emergency Management/Deputy Director of Emergency Services
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**R23-003**

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
RATIFYING PROCLAMATION OF LOCAL EMERGENCY AND DECLARING A  
CONTINUED STATE OF LOCAL EMERGENCY DUE TO SEVERE WINTER  
SNOWSTORMS WHICH COMMENCED ON JANUARY 9, 2023**

**WHEREAS**, the Mono County Sheriff/Director of Emergency Services did, on January 10, 2023, issue a proclamation declaring a state of local emergency in the County of Mono as a result of a severe winter snowstorms commencing on January 9, 2023, which prevented emergency access, closed roads, stranded travelers, and exceeded the ability of Mono County road and safety crews to respond; and

**WHEREAS**, the storm resulted in conditions of disaster and extreme peril to the safety of persons and property within the County which were, and continue to be, beyond the response capabilities of the services, personnel, equipment and facilities of the County of Mono; and

**WHEREAS**, the situation resulting from said conditions, and forecast future storms, remains beyond the control of the normal protective services, personnel, equipment and facilities within the County of Mono; and

**NOW, THEREFORE**, the Board of Supervisors of the County of Mono hereby finds and resolves that the emergency conditions described herein will require additional resources, services, personnel, equipment, and other assistance, including the combined forces of the mutual aid region, to mitigate. These resources are necessary to address immediate threats and to assist in recovery efforts and the Board hereby ratifies the January 10, 2023, proclamation of local emergency made by the Sheriff/Director of Emergency Services and declares a continued state of local emergency in the County.

**BE IT FURTHER RESOLVED THAT** Mono County requests to be added to the list of named counties impacted by severe winter storms during this time period in the Governor's Emergency Proclamation, dated January 4, 2023. Mono County additionally requests consideration for a U.S. Small Business Administration Disaster Declaration for Individual Assistance and funding through the California Disaster Assistance Act and any and all recovery assistance the State of California can provide


1  
2 **PASSED, APPROVED and ADOPTED** this 17<sup>th</sup> day of January 2023, by the  
3 following vote, to wit:

4 **AYES:** Supervisors Duggan, Gardner, Kreitz, Peters, and Salcido.

5 **NOES:** None.

6 **ABSENT:** None.

7 **ABSTAIN:** None.

8   
Rhonda Duggan (Jan 18, 2023 09:59 PST)


9 **RHONDA DUGGAN, Chair**  
Mono County Board of Supervisors

10  
11 **ATTEST:**

12 

13 \_\_\_\_\_  
Clerk of the Board

14  
15 **APPROVED AS TO FORM:**

16   
Stacey Simpson (Jan 18, 2023 09:31 PST)

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



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE**     October 3, 2023

**Departments: Health and Human Services**

**TIME REQUIRED**

**SUBJECT**             Flu Vaccination Clinic Memorandum  
                              of Understanding with Education  
                              Partners

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

Proposed Memorandum of Understanding (MOU) with Mono County Office of Education and Mammoth Unified School District pertaining to annual flu vaccination clinics to be provided by Mono County Public Health Division on school campuses.

### RECOMMENDED ACTION:

Approve an MOU with the Mono County Office of Education and Mammoth Unified School District for flu clinics for the period October 1, 2023, through November 30, 2023, and authorize the Health and Human Services Director to sign.

### FISCAL IMPACT:

None.

**CONTACT NAME:** Kathy Peterson

**PHONE/EMAIL:** 7609241763 / kpeterson@mono.ca.gov

### SEND COPIES TO:

kpeterson@mono.ca.gov; sbutters@mono.ca.gov;  
cyoung@mono.ca.gov; mneer@mono.ca.gov.

### MINUTE ORDER REQUESTED:

☒ YES ☐ NO

### ATTACHMENTS:

Click to download
<a href="#">staff report</a>
<a href="#">Attachment A</a>

History

Time	Who	Approval
9/18/2023 1:41 PM	County Counsel	Yes
9/18/2023 1:41 PM	Finance	Yes
9/20/2023 11:18 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

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### MEMO

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**TO:** Mono County Board of Supervisors  
**FROM:** Kathryn Peterson, Health and Human Services Director  
**SUBJECT:** **Flu vaccine Memorandum of Understanding (MOU) with Education Partners**  
**DATE:** October 2, 2023  
**CC:**

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Mono County Public Health has long partnered with the Mono County Office of Education and Mammoth Unified School District to provide flu vaccinations for students through grade 12. This effort helps to provide equitable health care services for all children in this age group.

Consent for participation will be provided to parents prior to the vaccination day. Only children with consents signed by their parents will receive the vaccine. The proposed school clinics operate during school hours as well as after school hours to allow parents to be present for their child's vaccination in the elementary and middle schools.

The proposed MOU describes the roles and responsibilities between the partner agencies involved in the vaccine clinics. The clinics will occur during the month of October.

**MEMORANDUM OF UNDERSTANDING BETWEEN MAMMOTH UNIFIED SCHOOL  
DISTRICT, MONO COUNTY OFFICE OF EDUCATION, AND MONO COUNTY  
REGARDING THE ADMINISTRATION OF FLU VACCINES DURING THE FALL OF  
2023**

**WHEREAS**, Mammoth Unified School District and Mono County Office of Education (collectively hereinafter “the School Districts”), have asked the County of Mono (hereinafter “County”) to provide flu vaccines to the students of the School Districts during the Fall of 2023; and

**WHEREAS**, County is willing to provide the flu vaccines as requested by the School Districts in accordance with the following terms and conditions.

**TERMS AND CONDITIONS**

1. County will provide staff persons from its Public Health Department to administer flu vaccines to students starting in October of 2023, at a location within each school designated by the School Districts. County will provide necessary doses of the flu vaccine for such purposes.
2. County will draft, and provide to School Districts, the required consent to medical treatment form.
3. School Districts will obtain, and provide to County, a valid written parent or guardian’s consent to medical treatment for any student to be vaccinated, unless the student is aged 18 or over, in which case the consent shall be executed by the student. No student shall receive a vaccination from County without a valid consent.
4. If required for full performance, the Boards of each of the School Districts shall approve this MOU by resolution prior to County staff beginning to operate under the terms of this agreement.
5. The School Districts shall hold harmless, defend with counsel acceptable to County, and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with School’s responsibilities hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the active negligence, sole negligence or willful misconduct of the County.
6. The School Districts 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 educators' legal liability, employment practices liability, 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 \$2,000,000.00 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, School Districts shall provide County: (1) a certificate of insurance evidencing the coverage required and (2) a notice of cancellation or change of coverage provision indicating that the policy will not be modified, terminated, or canceled without written notice to County.

If the School Districts maintain 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 School Districts. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Self-Insured Retentions: Self-insured retentions must be declared to the County. 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. Any and all deductibles and SIRs shall be the sole responsibility of School Districts. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. County reserves the right to obtain a copy of any policies and endorsements for verification.

7. Each Party shall bear its own costs for the staff time involved in performing the tasks described herein.
8. The term of this Agreement shall be from October 1, 2023, to November 30, 2023, with the survival of certain provisions as noted herein.
9. All acts of the Parties, their agents, officers, and employees, relating to the performance of this Agreement shall be performed as independent contractors, 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.
10. This Agreement may be amended by a writing signed by authorized representatives of the Parties.

11. 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:

Kathryn Peterson, Director, HHS  
P.O. Box 3329  
Mammoth Lakes, CA 93546  
Phone : 760-924-1763  
Email: kpeterson@mono.ca.gov

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

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. 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.

Mono County:

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

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

Mammoth Unified School District:

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

Dated: Sept. 1, 2023

Mono County Office of Education

By: Stacey Adler \_\_\_\_\_

Dated: 09/04/2023





OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE**     October 3, 2023

**Departments: Public Works - Solid Waste**

**TIME REQUIRED**

**SUBJECT**             Recycling and Diversion Services  
Contract - Organics and Wood  
Chipping

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

Proposed contract with Terra Firma Organics, LLC pertaining to wood and green waste chipping services.

### RECOMMENDED ACTION:

Approve, and authorize Public Works Department Director to sign, contract with Terra Firma Organics, LLC for wood and green waste chipping services for the period July 1, 2023 through December 31, 2024 and a not-to-exceed amount of \$120,000 in any 12-month period.

### FISCAL IMPACT:

The maximum cost of this contract in any 12-month period is \$120,000 to be paid from the County's Solid Waste Enterprise Fund.

**CONTACT NAME:** Justin Nalder

**PHONE/EMAIL:** 17609325453 / jnalder@mono.ca.gov

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

☒ YES ☐ NO

### ATTACHMENTS:

Click to download
<input type="checkbox"/> <a href="#">Terra Firma Organics Staff Report</a>
<input type="checkbox"/> <a href="#">Agreement</a>
<input type="checkbox"/> <a href="#">Attachment B1</a>

History

Time

Who

Approval

9/18/2023 1:05 PM	County Counsel	Yes
9/18/2023 1:35 PM	Finance	Yes
9/26/2023 2:13 PM	County Administrative Office	Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS SOLID WASTE DIVISION

POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517

760.932.5440 • FAX 760.932.5441 • [monopw@mono.ca.gov](mailto:monopw@mono.ca.gov) • [www.monocounty.ca.gov](http://www.monocounty.ca.gov)

**Date:** October 3, 2023  
**To:** Honorable Chair and Members of the Board of Supervisors  
**From:** Justin Nalder, Solid Waste Superintendent  
**Subject:** Recycling and Diversion Services Contract – Organics and Wood Chipping

**Discussion:**

Terra Firma Organics, LLC has served as the organics and wood chipping (aka. Green waste) processing contractor for Mono County since 2019. The equipment and operational expertise they provide allows for processing of nearly all the green waste at County waste facilities in a time frame of one to two weeks. It's essential that the green waste received at these locations is used in such a way that it provides for either on-site beneficial re-use or diversion to end user off-site. Some of the processed material is further sifted by size and used as a feed-stock for the County's biomass boiler at the Bridgeport Road Shop. Processed material is also available to customers free of charge. Often contractors will use the material in their projects for soil stabilization and erosion control. All material diverted from the landfill helps Mono County in striving to meet state mandated goals while at the same time preserving precious landfill airspace. Landfill airspace dictates the lifespan of the landfill.

Presently, the green waste stockpiles at the County waste facilities have reached capacity. It is anticipated that Terra Firma Organics would be available to conduct this service before the snow flies this year.

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

Respectfully submitted,

Justin Nalder  
Solid Waste Superintendent / Fleet Manager / Environmental Manager

Attachments: Agreement with Terra Firma Organics, LLC

**AGREEMENT BETWEEN COUNTY OF MONO  
AND TERRA FIRMA ORGANICS, INC.  
FOR THE PROVISION OF WOOD AND GREEN WASTE CHIPPING SERVICES SERVICES**

**INTRODUCTION**

WHEREAS, the County of Mono (hereinafter referred to as "County") may have the need for the services of Terra Firma Organics, Inc. of Jackson, Wyoming (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 Public Works, 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 July 1, 2023, to December 31, 2024, 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 \$120,000.00 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 \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

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

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

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

☐ Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.

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

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

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

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



will satisfy the SIR or deductible. County reserves the right to obtain a copy of any policies and endorsements for verification.

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

## 9. STATUS OF CONTRACTOR

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

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

## **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  
Attn: Justin Nalder, Solid Waste Superintendent  
PO Box 457 Bridgeport, CA 93517  
Phone: (760)932-5453  
Email: jnalder@mono.ca.gov

Contractor:

Terra Firma Organics, Inc.  
Attn: Dane Buk  
PO Box 2713 Jackson, WY 83001

Phone: (307)690-1181  
Email: info@tforganics.com

**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 TERRA FIRMA ORGANICS, INC. FOR THE PROVISION OF WOOD AND GREEN WASTE CHIPPING SERVICES**

#### **TERM:**

**FROM: July 1, 2023 TO: December 31, 2024**

#### **SCOPE OF WORK:**

##### **1. SERVICES AND WORK**

1.1 Upon request of County Public Works Director, Solid Waste Superintendent, or an authorized representative of either, Contractor shall perform chipping of clean construction and demolition wood waste, including but not limited to pallets, lumber, plywood, and particle board.

1.2. Upon request of County Public Works Director, Solid Waste Superintendent, Contractor shall perform chipping of green waste, including but not limited to logs, limbs, brush, pine needles, and pinecones.

1.3 Contractor acknowledges and agrees that the wood and green waste to be chipped and processed by Contractor upon the request of County may be contaminated with materials other than wood and green waste, including materials that may affect the performance of Contractor's chipping and processing equipment. Accordingly, Contractor shall implement best management practices (BMPs), including but not limited to pre-sorting and spotting procedures, impact breakaway systems, metal detection and replaceable hammer inserts, etc., so as to avoid, to the best of Contractor's ability, adversely affecting the operation of Contractor's chipping equipment being contaminated with materials that might damage Contractor's equipment and compromise Contractor's ability to efficiently process all wood and green waste. The Parties acknowledge and agree that the purpose of Contractor employing these BMPs is to prevent damage to Contractor's equipment and avoid, as much as possible, stopping Contractor's continuous processing of wood and green waste. The Parties acknowledge and agree that Contractor's implementation of the BMPs reference in this Attachment A (Scope of Work) will result in some wood and green waste not being processed; unprocessed wood and green waste will remain at the landfill location where it is discovered.

1.4 All services and/or work performed by Contractor at the County's request shall be performed in a manner consistent with any and all applicable federal, state, and County statutes, codes, ordinances, resolutions, and regulations. All services and/or work performed by Contractor involving such wood and green waste material shall be recorded by hours of chipping operation as tracked on Contractor's equipment and issued to County at time of invoice.

##### **2. LOCATIONS.**

Contractor shall provide County chipping services at the following five Mono County landfill locations:

- Walker Landfill 280 Offal Road  
Coleville, CA 96107
- Bridgeport Closed Landfill 50 Garbage Pit Rd.  
Bridgeport, CA 93517
- Pumice Valley Landfill 200 Dross Road  
Lee Vining, CA 93541
- Benton Crossing Landfill 899 Pit Road  
Crowley Lake, CA 93546

### 3. SCHEDULE

Contractor shall mobilize equipment and personnel to County locations and begin performing the services and/or work requested by County within 10 calendar days upon receiving written "Notice to Proceed" from County.

Contractor shall begin work at County locations within 60 calendar days after the date on which County requests an additional mobilization.

Contractor shall diligently perform to completion the services and/or work requested by County such that the entire stockpile of wood and green waste is processed into 6" minus chips, to County's satisfaction, within 30 days of commencing each mobilization.

### 4. SITE ACCESS

Upon coordination with and subject to any limitations imposed by County's Public Works Department Director, or an authorized representative thereof, Contractor shall have full use of Landfill to perform the services and/or work requested by County, including storage of equipment and materials related to the performance of the services and/or work; provided, that Contractor's storage of equipment and materials shall not hinder or otherwise interfere with Landfill operations, the traveling public, or other contractors employed by or vendors of County. Contractor will be solely responsible for ensuring the security and protection of its equipment, materials, other property, and its services and/or work.

Access to Landfill is controlled through perimeter fencing and a locking entrance gate. Contractor will be limited to accessing Landfill and performing the services and/or work requested by County according to schedule which must be coordinated with the Solid Waste Superintendent.

Contractor is advised and hereby acknowledges that the Benton Crossing Landfill is operated by County through a lease agreement with the landowner, the City of Los Angeles, Department of Water and Power (LADWP). Further, operations at all County landfills are authorized pursuant to permits issued by various regulatory agencies. Authorized representatives of regulatory agencies will be allowed full access at any time to inspect the premises where Contractor will be performing the services and/or work pursuant to the Agreement.

## **ATTACHMENT B**

### **AGREEMENT BETWEEN THE COUNTY OF MONO AND TERRA FIRMA ORGANICS, INC. FOR THE PROVISION OF WOOD AND GREEN WASTE CHIPPING SERVICES**

#### **TERM:**

**FROM: July 1, 2023 TO: December 31, 2024**

#### **SCHEDULE OF FEES:**

1. County shall pay Contractor \$1,200.00 per hour for processing clean wood at approximately 65-90 tons per hour from the County landfill locations listed in Attachment A (Scope of Work) during the Term of the Agreement.
2. County shall pay Contractor a one-time charge of \$15,050.000 to move both the excavator and the grinder to all 4 locations. Any additional equipment transportation and operation will be billed at the rate of two hundred and ten dollars (\$210.00) per hour. Per diem will be billed at a rate of two hundred seventeen dollars (\$217.00) per hour for two (2) employees.
3. All costs include labor.
4. As described in Attachment A (Scope of Work), the Parties acknowledge and agree that stockpiles of wood and green waste at County landfills to be chipped and processed by Contract may contain contamination that adversely affects Contractor's equipment and result in the need to repair Contractor's equipment. In recognition of this possibility, Contractor will only bill County, and County will only pay Contractor, for the amount of time during which Contractor performs chipping and processing services PLUS any period of time needed for Contractor to repair its equipment up to 30 minutes. Any request for payment by Contractor for a period of time during which Contractor's repairs exceeds 30 minutes shall be the responsibility of Contractor. Notwithstanding the foregoing, Contractor may request payment for periods of repair exceeding 30 minutes, however, any payment by County for any such period of repair shall be subject to prior approval by County.

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



TERRA FIRMA ORGANICS, INC.

PO BOX 1983  
CASPER, WY 82602

Estimate

Date	Estimate #
9/5/2023	1203

Name / Address
Mono County Department of Public Works Attn: Justin Nalder PO Box 457 Bridgeport, CA 93517

				Project
Description	Qty	U/M	Cost	Total
Transport Equipment:			15,050.00	15,050.00
- Carson City, NV to Walker Landfill				
- Walker Landfill to Bridgeport Landfill				
- Bridgeport Landfill to Benton Crossing Landfill				
- Benton Crossing Landfill to Carson City, NV				
ESTIMATE: 10 DAYS TO COMPLETE PROJECT				
Grinder = \$1200 per hour. 10 days @ 8 hours per day	80		1,200.00	96,000.00
Per Diem Rate = \$217 per Day, per Employee. Project requires 2 employees	20		217.00	4,340.00
THIS IS AN ESTIMATE ONLY: Actual project time may vary and will be adjusted upon the completion of the project.				
Transport of Equipment = Additional locations will be charged at \$210/hour.				
Thank you for your business.		<b>Total</b>		
		\$115,390.00		

Customer Signature \_\_\_\_\_



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE**     October 3, 2023

**Departments:** Finance

**TIME REQUIRED**

**SUBJECT**             Monthly Treasury Transaction Report

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### AGENDA DESCRIPTION:

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

Treasury Transaction Report for the month ending 8/31/2023.

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### RECOMMENDED ACTION:

Approve the Treasury Transaction Report for the month ending 8/31/2023.

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### FISCAL IMPACT:

None.

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**CONTACT NAME:** Gerald Frank

**PHONE/EMAIL:** 7609325483 / gfrank@mono.ca.gov

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### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

☒ YES ☐ NO

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### ATTACHMENTS:

Click to download

[Treasury Transaction Report for the month ending 8/31/2023](#)

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### History

Time	Who	Approval
9/18/2023 1:01 PM	County Counsel	Yes
9/18/2023 1:41 PM	Finance	Yes
9/20/2023 11:19 PM	County Administrative Office	Yes



# Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 7/31/2023, End Date: 8/31/2023

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Buy Transactions									
Buy	8/2/2023	91282CHQ7	1,000,000.00	T-Note 4.125 7/31/2028	99.53	995,312.50	224.18	4.23	995,536.68
Buy	8/7/2023	3133EPSK2	1,000,000.00	FFCB 4.25 8/7/2028	99.57	995,730.00	0.00	4.35	995,730.00
Buy	8/8/2023	898812AB8	248,000.00	Tucson Federal Credit Union 4.95 8/8/2028	100.00	248,000.00	0.00	4.95	248,000.00
Buy	8/18/2023	313384YW3	1,000,000.00	FHLB 0 7/2/2024	95.43	954,276.67	0.00	5.41	954,276.67
Subtotal			3,248,000.00			3,193,319.17	224.18		3,193,543.35
Deposit	8/1/2023	CAMP60481	1,000,000.00	California Asset Management Program LGIP	100.00	1,000,000.00	0.00	0.00	1,000,000.00
Deposit	8/8/2023	31846V203	1,000,000.00	First American Gov Fund MM	100.00	1,000,000.00	0.00	0.00	1,000,000.00
Deposit	8/28/2023	CAMP60481	1,000,000.00	California Asset Management Program LGIP	100.00	1,000,000.00	0.00	0.00	1,000,000.00
Deposit	8/29/2023	31846V203	3,000,000.00	First American Gov Fund MM	100.00	3,000,000.00	0.00	0.00	3,000,000.00
Deposit	8/31/2023	CAMP60481	153,494.91	California Asset Management Program LGIP	100.00	153,494.91	0.00	0.00	153,494.91
Deposit	8/31/2023	OAKVALLEY0670	13,435.31	Oak Valley Bank Cash	100.00	13,435.31	0.00	0.00	13,435.31
Deposit	8/31/2023	OAKVALLEY0670	18,554,133.42	Oak Valley Bank Cash	100.00	18,554,133.42	0.00	0.00	18,554,133.42
Subtotal			24,721,063.64			24,721,063.64	0.00		24,721,063.64
Total Buy Transactions			27,969,063.64			27,914,382.81	224.18		27,914,606.99
Interest/Dividends									
Interest	8/1/2023	32022RSG3	0.00	1ST Financial Bank, USA 3.3 8/2/2027		0.00	697.88	0.00	697.88
Interest	8/1/2023	796711G86	0.00	San Bernardino City USD 0.984 8/1/2024		0.00	1,648.20	0.00	1,648.20
Interest	8/1/2023	369674CG9	0.00	General Electric Credit Union 5 1/30/2024		0.00	1,053.15	0.00	1,053.15
Interest	8/1/2023	92348DAC3	0.00	Veridian Credit Union 4.8 4/24/2025		0.00	1,015.10	0.00	1,015.10
Interest	8/1/2023	798189PW0	0.00	San Jose Evergreen Community College Dist 1.908 8/		0.00	2,385.00	0.00	2,385.00
Interest	8/1/2023	530520AB1	0.00	Liberty First Credit Union 4.4 1/17/2028		0.00	930.51	0.00	930.51
Interest	8/1/2023	630362ER8	0.00	Napa Valley Unified School District 1.094 8/1/2026		0.00	2,735.00	0.00	2,735.00
Interest	8/1/2023	845389JH9	0.00	Southwestern Community College GO 0.891 8/1/2025		0.00	2,227.50	0.00	2,227.50
Interest	8/1/2023	9523472G6	0.00	West Contra Costa USD 2.077 8/1/2026		0.00	5,036.73	0.00	5,036.73
Interest	8/1/2023	022555WU6	0.00	Alvord Unified School Dist 1.327 8/1/2026		0.00	4,644.50	0.00	4,644.50



# Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 7/31/2023, End Date: 8/31/2023

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	8/1/2023	601670MH2	0.00	Milpitas USD 0.943 8/1/2025		0.00	3,300.50	0.00	3,300.50
Interest	8/1/2023	742718FV6	0.00	Proctor & Gamble Co. 1.9 2/1/2027		0.00	4,750.00	0.00	4,750.00
Interest	8/1/2023	080495HP2	0.00	Belmont-Redwood Shores Sch Dist 1.099 8/1/2026		0.00	1,153.95	0.00	1,153.95
Interest	8/1/2023	798170AF3	0.00	San Jose RDA Successor Agency 2.828 8/1/2023		0.00	4,312.70	0.00	4,312.70
Interest	8/1/2023	777526MP6	0.00	Rosemead School District 2.042 8/1/2024		0.00	3,573.50	0.00	3,573.50
Interest	8/1/2023	299547AQ2	0.00	Evansville Teachers Federal Credit Union 2.6 6/12/		0.00	549.85	0.00	549.85
Interest	8/1/2023	59161YAP1	0.00	Metro Credit Union 1.7 2/18/2027		0.00	359.52	0.00	359.52
Interest	8/1/2023	33651FAF6	0.00	First Source FCU 4.85 1/31/2024		0.00	1,021.56	0.00	1,021.56
Interest	8/1/2023	79730CJL9	0.00	San Diego Public Facs Fing Auth Wtr Rev 2.003 8/1/		0.00	5,007.50	0.00	5,007.50
Interest	8/1/2023	098203VW9	0.00	Bonita Unified School District 1.054 8/1/2025		0.00	1,317.50	0.00	1,317.50
Interest	8/1/2023	250433TY5	0.00	Desert Sands Unified School District 1.544 8/1/202		0.00	2,354.60	0.00	2,354.60
Interest	8/1/2023	17741RGC6	0.00	Citrus Community College GO 0.819 8/1/2025		0.00	1,433.25	0.00	1,433.25
Interest	8/1/2023	010878BF2	0.00	County of Alameda 3.46 8/1/2027		0.00	8,650.00	0.00	8,650.00
Interest	8/1/2023	538036HP2	0.00	Live Oak Banking Company 1.85 1/20/2025		0.00	391.24	0.00	391.24
Interest	8/1/2023	786318LF0	0.00	Saddleback Valley School Dist 2.4 8/1/2027		0.00	6,000.00	0.00	6,000.00
Interest	8/1/2023	92891CCP5	0.00	VYSTAR Credit Union 4.45 9/30/2027		0.00	941.08	0.00	941.08
Interest	8/1/2023	275282PT2	0.00	East Side Union High School District 1.331 8/1/202		0.00	3,327.50	0.00	3,327.50
Interest	8/1/2023	76124YAB2	0.00	Resource One Credit Union 1.9 11/27/2024		0.00	395.36	0.00	395.36
Interest	8/1/2023	796720PB0	0.00	San Bernardino Ca Cmnty CLG Dist 1.097 8/1/2026		0.00	1,371.25	0.00	1,371.25
Interest	8/1/2023	452641JN4	0.00	Imperial Community College District 2.024 8/1/2023		0.00	5,060.00	0.00	5,060.00
Interest	8/1/2023	796720MG2	0.00	San Bernardino Community College District 2.044 8/		0.00	2,555.00	0.00	2,555.00
Interest	8/1/2023	088023PK6	0.00	Beverly Hills USD 2.65 8/1/2025		0.00	6,625.00	0.00	6,625.00
Interest	8/1/2023	797272QS3	0.00	San Diego Community College Dist 2.407 8/1/2027		0.00	12,035.00	0.00	12,035.00
Interest	8/1/2023	357155BA7	0.00	Fremont Unified School District 1.113 8/1/2027		0.00	1,669.50	0.00	1,669.50



# Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 7/31/2023, End Date: 8/31/2023

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	8/1/2023	098203VV1	0.00	Bonita Unified School District 0.58 8/1/2024		0.00	725.00	0.00	725.00
Interest	8/1/2023	052392AA5	0.00	Austin Telco FCU 1.8 2/28/2025		0.00	380.66	0.00	380.66
Interest	8/1/2023	45157PAZ3	0.00	Ideal Credit Union 4.5 12/29/2027		0.00	951.66	0.00	951.66
Interest	8/1/2023	797508HG6	0.00	San Dieguito UHSD 1.94 8/1/2027		0.00	3,734.50	0.00	3,734.50
Interest	8/2/2023	15118RUR6	0.00	Celtic Bank 1.35 4/2/2025		0.00	285.50	0.00	285.50
Interest	8/3/2023	22551KAU6	0.00	Credit Union of Texas 4.4 12/9/2027		0.00	930.51	0.00	930.51
Interest	8/5/2023	307811EM7	0.00	The Farmers & Merchants Bank 3.2 8/5/2027		0.00	676.73	0.00	676.73
Interest	8/7/2023	90983WBT7	0.00	United Community Bank 1.65 2/7/2025		0.00	348.94	0.00	348.94
Interest	8/7/2023	31422XA77	0.00	FAMC 3.03 8/7/2023		0.00	15,150.00	0.00	15,150.00
Interest	8/8/2023	902684AC3	0.00	UFirst Federal Credit Union 4.8 3/9/2026		0.00	1,015.10	0.00	1,015.10
Interest	8/8/2023	011852AD2	0.00	Alaska USA Federal Credit Union 4.7 3/8/2027		0.00	993.95	0.00	993.95
Interest	8/8/2023	3133ENF21	0.00	FFCB 3.15 8/8/2023-22		0.00	15,750.00	0.00	15,750.00
Interest	8/8/2023	29367SJQ8	0.00	Enterprise Bank & Trust 1.8 11/8/2024		0.00	380.66	0.00	380.66
Interest	8/8/2023	89579NCB7	0.00	Triad Bank/Frontenac MO 1.8 11/8/2024		0.00	380.66	0.00	380.66
Interest	8/8/2023	037833EB2	0.00	Apple Inc 0.7 2/8/2026-21		0.00	1,750.00	0.00	1,750.00
Interest	8/9/2023	59452WAE8	0.00	Michigan Legacy Credit Union 3.45 11/9/2023		0.00	729.60	0.00	729.60
Interest	8/9/2023	08016PEL9	0.00	Belmont Bank & Trust Co 4.2 12/9/2027		0.00	884.65	0.00	884.65
Interest	8/10/2023	25460FCF1	0.00	Direct Federal Credit Union 3.5 9/11/2023		0.00	740.18	0.00	740.18
Interest	8/10/2023	065427AC0	0.00	Bank of Utah 4.25 5/10/2028		0.00	898.79	0.00	898.79
Interest	8/10/2023	20367GBH1	0.00	Community Commerce Bank 3.3 8/10/2027		0.00	697.88	0.00	697.88
Interest	8/11/2023	70320KAX9	0.00	Pathfinder Bank 0.7 3/11/2026		0.00	148.04	0.00	148.04
Interest	8/12/2023	43733LBF3	0.00	Home Savings Bank UT 2.85 2/12/2024		0.00	3,476.69	0.00	3,476.69
Interest	8/12/2023	594918BB9	0.00	Microsoft Corp 2.7 2/12/2025-24		0.00	6,750.00	0.00	6,750.00
Interest	8/12/2023	856487AM5	0.00	State Bank of Reeseville 2.6 4/12/2024		0.00	549.85	0.00	549.85
Interest	8/13/2023	66736ABP3	0.00	Northwest Bank 2.95 2/13/2024		0.00	623.86	0.00	623.86
Interest	8/13/2023	69417ACG2	0.00	Pacific Crest Savings Bank 2.85 3/13/2024		0.00	602.72	0.00	602.72
Interest	8/13/2023	15721UDA4	0.00	CF Bank 2 8/13/2024		0.00	422.96	0.00	422.96



# Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 7/31/2023, End Date: 8/31/2023

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	8/13/2023	30960QAL1	0.00	Farmers Insurance Group FCU 5 12/13/2023		0.00	1,053.15	0.00	1,053.15
Interest	8/14/2023	32114VBT3	0.00	First National Bank of Michigan 1.65 2/14/2025		0.00	348.94	0.00	348.94
Interest	8/14/2023	32100LBY0	0.00	First Missouri State Bank 2.85 8/14/2023		0.00	3,495.90	0.00	3,495.90
Interest	8/14/2023	17801GBX6	0.00	City National Bank of Metropolis 1.65 2/14/2025		0.00	348.94	0.00	348.94
Interest	8/14/2023	89841MAM9	0.00	Trustone Financial 5 12/14/2023		0.00	1,053.15	0.00	1,053.15
Interest	8/14/2023	88579YBH3	0.00	3M Company 2 2/14/2025-25		0.00	5,000.00	0.00	5,000.00
Interest	8/14/2023	67886WAF4	0.00	Oklahomas Credit Union 5 12/14/2023		0.00	1,053.15	0.00	1,053.15
Interest	8/14/2023	91739JAA3	0.00	Utah First Federal Credit Union 4.75 7/14/2028		0.00	1,004.53	0.00	1,004.53
Interest	8/14/2023	3133EPAV7	0.00	FFCB 3.875 2/14/2028		0.00	19,375.00	0.00	19,375.00
Interest	8/15/2023	20143PDV9	0.00	Commercial Bank Harrogate 3.4 11/15/2023		0.00	719.03	0.00	719.03
Interest	8/15/2023	061785DY4	0.00	Bank of Deerfield 2.85 2/15/2024		0.00	602.72	0.00	602.72
Interest	8/15/2023	91282CFE6	0.00	T-Note 3.125 8/15/2025		0.00	15,625.00	0.00	15,625.00
Interest	8/15/2023	819866BL7	0.00	Sharonview Federal Credit Union 3.5 8/16/2027		0.00	740.18	0.00	740.18
Interest	8/15/2023	30257JAM7	0.00	FNB Bank Inc/Romney 3 1/16/2024		0.00	634.44	0.00	634.44
Interest	8/16/2023	740367HP5	0.00	Preferred Bank LA Calif 2 8/16/2024		0.00	422.96	0.00	422.96
Interest	8/16/2023	3133ENPB0	0.00	FFCB 2.18 2/16/2027-24		0.00	10,900.00	0.00	10,900.00
Interest	8/17/2023	914098DP0	0.00	University Bank 4.5 3/17/2028		0.00	951.66	0.00	951.66
Interest	8/17/2023	219240BY3	0.00	Cornerstone Community Bank 2.6 5/17/2024		0.00	549.85	0.00	549.85
Interest	8/18/2023	457731AK3	0.00	Inspire Federal Credit Union 1.15 3/18/2025		0.00	243.20	0.00	243.20
Interest	8/18/2023	00257TBJ4	0.00	Abacus Federal Savings Bank 1.75 10/18/2024		0.00	370.09	0.00	370.09
Interest	8/18/2023	48836LAF9	0.00	Kemba Financial Credit Union 1.75 10/18/2024		0.00	370.09	0.00	370.09
Interest	8/19/2023	128829AE8	0.00	Caldwell Bank & Trust Company 1.95 8/19/2024		0.00	2,388.46	0.00	2,388.46
Interest	8/20/2023	50625LAK9	0.00	Lafayette Federal Credit Union 3.5 11/20/2023		0.00	740.18	0.00	740.18
Interest	8/20/2023	32112UCW9	0.00	First National Bank of McGregor 2.85 2/21/2024		0.00	602.72	0.00	602.72
Interest	8/20/2023	78472EAB0	0.00	SPCO Credit Union 4.35 1/20/2028		0.00	919.94	0.00	919.94



# Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 7/31/2023, End Date: 8/31/2023

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	8/20/2023	01664MAB2	0.00	All In FCU 4.4 12/20/2027		0.00	930.51	0.00	930.51
Interest	8/21/2023	14042TCB1	0.00	Capital One Bank USA NA 2 8/21/2024		0.00	2,429.86	0.00	2,429.86
Interest	8/21/2023	51828MAC8	0.00	Latino Community Credit Union 4.5 12/21/2027		0.00	951.66	0.00	951.66
Interest	8/22/2023	061803AH5	0.00	Bank of Delight 2.85 2/22/2024		0.00	602.72	0.00	602.72
Interest	8/22/2023	92535LCC6	0.00	Verus Bank of Commerce 2.8 2/22/2024		0.00	592.14	0.00	592.14
Interest	8/23/2023	938828BJ8	0.00	Washington Federal Bank 2.05 8/23/2024		0.00	433.53	0.00	433.53
Interest	8/23/2023	07371AYE7	0.00	Beal Bank, a Texas State Bank 1.9 2/17/2027		0.00	2,327.21	0.00	2,327.21
Interest	8/23/2023	75472RAE1	0.00	Raymond James Bank, NA 2 8/23/2024		0.00	2,449.70	0.00	2,449.70
Interest	8/23/2023	07371CE88	0.00	Beal Bank USA 1.9 2/17/2027		0.00	2,327.21	0.00	2,327.21
Interest	8/23/2023	33766LAJ7	0.00	Firstier Bank 1.95 8/23/2024		0.00	412.38	0.00	412.38
Interest	8/24/2023	03753XBD1	0.00	Apex Bank 3.1 8/24/2023		0.00	645.05	0.00	645.05
Interest	8/24/2023	90348JEV8	0.00	UBS Bank USA 3.45 10/24/2023		0.00	729.60	0.00	729.60
Interest	8/25/2023	85513MAA0	0.00	Star Financial Credit Union 4.5 1/25/2028		0.00	951.66	0.00	951.66
Interest	8/25/2023	063907AA7	0.00	Bank of Botetourt 1.75 10/25/2024		0.00	370.09	0.00	370.09
Interest	8/25/2023	22230PBY5	0.00	Country Bank New York 3 1/25/2024		0.00	634.44	0.00	634.44
Interest	8/26/2023	208212AR1	0.00	Connex Credit Union 0.5 8/26/2024		0.00	105.74	0.00	105.74
Interest	8/26/2023	32065TAZ4	0.00	First Kentucky Bank Inc 2.55 4/26/2024		0.00	539.27	0.00	539.27
Interest	8/26/2023	05465DAE8	0.00	AXOS Bank 1.65 3/26/2025		0.00	348.94	0.00	348.94
Interest	8/26/2023	56065GAG3	0.00	Mainstreet Bank 2.6 4/26/2024		0.00	549.85	0.00	549.85
Interest	8/26/2023	90352RCR4	0.00	USAlliance Federal Credit Union 3.45 8/26/2027		0.00	729.60	0.00	729.60
Interest	8/26/2023	89854LAD5	0.00	TTCU Federal Credit Union 5 7/26/2028		0.00	1,053.15	0.00	1,053.15
Interest	8/26/2023	64017ABA1	0.00	Neighbors Federal Credit Union 5 7/26/2028		0.00	1,053.15	0.00	1,053.15
Interest	8/27/2023	02616ABY4	0.00	American First Credit Union 4.25 4/27/2028		0.00	898.79	0.00	898.79
Interest	8/27/2023	14622LAA0	0.00	Carter Federal Credit Union 0.75 4/27/2026		0.00	157.97	0.00	157.97
Interest	8/27/2023	39115UBE2	0.00	Great Plains Bank 2.8 2/27/2024		0.00	592.14	0.00	592.14
Interest	8/27/2023	32063KAV4	0.00	First Jackson Bank 1.05 3/27/2025		0.00	222.05	0.00	222.05
Interest	8/27/2023	79772FAF3	0.00	San Francisco FCU 1.1 3/27/2025		0.00	232.63	0.00	232.63



# Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 7/31/2023, End Date: 8/31/2023

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	8/28/2023	00224TAP1	0.00	A+ Federal Credit Union 4.55 4/28/2028		0.00	962.23	0.00	962.23
Interest	8/28/2023	09582YAF9	0.00	Blue Ridge Bank 4.2 2/28/2028		0.00	5,166.11	0.00	5,166.11
Interest	8/28/2023	3130AV2P6	0.00	FHLB 5 2/28/2028-25		0.00	25,000.00	0.00	25,000.00
Interest	8/28/2023	07181JAV6	0.00	Baxter Federal Credit Union 5 11/30/2026		0.00	1,053.15	0.00	1,053.15
Interest	8/29/2023	70962LAS1	0.00	Pentagon Federal Credit Union 0.9 9/29/2026		0.00	190.33	0.00	190.33
Interest	8/29/2023	45780PAX3	0.00	Institution for Savings in Newburyport 0.85 7/29/2		0.00	179.76	0.00	179.76
Interest	8/30/2023	06543PDA0	0.00	Bank of the Valley NE 4.1 9/30/2027		0.00	867.07	0.00	867.07
Interest	8/30/2023	29278TCP3	0.00	Enerbank USA 3.2 8/30/2023		0.00	665.86	0.00	665.86
Interest	8/30/2023	499724AD4	0.00	Knox TVA Employee Credit Union 3.25 8/30/2023		0.00	1,941.55	0.00	1,941.55
Interest	8/30/2023	01882MAC6	0.00	Alliant Credit Union 5 12/30/2027		0.00	1,053.15	0.00	1,053.15
Interest	8/30/2023	22258JAB7	0.00	County Schools FCU 4.4 9/30/2027		0.00	930.51	0.00	930.51
Interest	8/30/2023	52171MAJ4	0.00	Leaders Credit Union 5 6/30/2028		0.00	1,053.15	0.00	1,053.15
Interest	8/31/2023	710571DS6	0.00	Peoples Bank Newton NC 2 7/31/2024		0.00	422.96	0.00	422.96
Interest	8/31/2023	694231AC5	0.00	Pacific Enterprise Bank 1.15 3/31/2025		0.00	243.20	0.00	243.20
Interest	8/31/2023	CAMP60481	0.00	California Asset Management Program LGIP		0.00	153,494.91	0.00	153,494.91
Interest	8/31/2023	42228LAL5	0.00	HealthcareSystemsFCU 4.35 1/31/2028		0.00	919.94	0.00	919.94
Interest	8/31/2023	67054NAM5	0.00	Numerica Credit Union 3.4 10/31/2023		0.00	719.03	0.00	719.03
Interest	8/31/2023	91282CBQ3	0.00	T-Note 0.5 2/28/2026		0.00	2,500.00	0.00	2,500.00
Interest	8/31/2023	32024DAC0	0.00	First Financial 4.45 2/8/2028		0.00	941.08	0.00	941.08
Interest	8/31/2023	82671DAB3	0.00	Signature Federal Credit Union 4.4 1/31/2028		0.00	930.51	0.00	930.51
Interest	8/31/2023	86777TAA4	0.00	Sunset Science Park FCU 5 12/14/2023		0.00	1,053.15	0.00	1,053.15
Interest	8/31/2023	OAKVALLEY0670	0.00	Oak Valley Bank Cash		0.00	13,435.31	0.00	13,435.31
<b>Subtotal</b>			<b>0.00</b>			<b>0.00</b>	<b>467,015.30</b>		<b>467,015.30</b>
<b>Total Interest/Dividends</b>			<b>0.00</b>			<b>0.00</b>	<b>467,015.30</b>		<b>467,015.30</b>
<b>Sell Transactions</b>									
Matured	8/1/2023	798170AF3	305,000.00	San Jose RDA Successor Agency 2.828 8/1/2023	0.00	305,000.00	0.00	0.00	305,000.00





# Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 7/31/2023, End Date: 8/31/2023

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Matured	8/1/2023	452641JN4	500,000.00	Imperial Community College District 2.024 8/1/2023	0.00	500,000.00	0.00	0.00	500,000.00
Matured	8/7/2023	31422XA77	1,000,000.00	FAMC 3.03 8/7/2023	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Matured	8/8/2023	3133ENF21	1,000,000.00	FFCB 3.15 8/8/2023-22	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Matured	8/14/2023	32100LBY0	246,000.00	First Missouri State Bank 2.85 8/14/2023	0.00	246,000.00	0.00	0.00	246,000.00
Matured	8/24/2023	03753XBD1	245,000.00	Apex Bank 3.1 8/24/2023	0.00	245,000.00	0.00	0.00	245,000.00
Matured	8/30/2023	29278TCP3	245,000.00	Enerbank USA 3.2 8/30/2023	0.00	245,000.00	0.00	0.00	245,000.00
Matured	8/30/2023	499724AD4	245,000.00	Knox TVA Employee Credit Union 3.25 8/30/2023	0.00	245,000.00	0.00	0.00	245,000.00
<b>Subtotal</b>			<b>3,786,000.00</b>			<b>3,786,000.00</b>	<b>0.00</b>		<b>3,786,000.00</b>
Withdraw	8/11/2023	31846V203	1,000,000.00	First American Gov Fund MM	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Withdraw	8/18/2023	31846V203	1,000,000.00	First American Gov Fund MM	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Withdraw	8/28/2023	31846V203	1,000,000.00	First American Gov Fund MM	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Withdraw	8/31/2023	OAKVALLEY0670	18,931,711.07	Oak Valley Bank Cash	0.00	18,931,711.07	0.00	0.00	18,931,711.07
<b>Subtotal</b>			<b>21,931,711.07</b>			<b>21,931,711.07</b>	<b>0.00</b>		<b>21,931,711.07</b>
<b>Total Sell Transactions</b>			<b>25,717,711.07</b>			<b>25,717,711.07</b>	<b>0.00</b>		<b>25,717,711.07</b>



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE**     October 3, 2023

**Departments: Community Development**

**TIME REQUIRED**

**SUBJECT**             Antelope Valley Regional Planning  
                              Advisory Committee Appointment

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

Appointment of Jim Ricks to the Antelope Valley Regional Planning Advisory Committee.

### RECOMMENDED ACTION:

Appoint Jim Ricks to the Antelope Valley Regional Planning Advisory Committee (RPAC) for the remainder of the term expiring on December 31, 2026, as recommended by Supervisor Peters.

### FISCAL IMPACT:

None, the cost of RPACs is included in the adopted Community Development budget.

**CONTACT NAME:** Wendy Sugimura

**PHONE/EMAIL:** 760-924-1814 / wsugimura@mono.ca.gov

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

☒ YES ☐ NO

### ATTACHMENTS:

Click to download

[staff report with attachment](#)

### History

Time	Who	Approval
9/14/2023 11:09 AM	County Counsel	Yes
9/18/2023 1:42 PM	Finance	Yes
9/20/2023 11:12 PM	County Administrative Office	Yes

# Mono County Community Development Department

PO Box 347  
Mammoth Lakes, CA 93546  
760.924.1800, fax 924.1801  
[commdev@mono.ca.gov](mailto:commdev@mono.ca.gov)

## Planning Division

PO Box 8  
Bridgeport, CA 93517  
760.932.5420, fax 932.5431  
[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

October 3, 2023

**TO:** Honorable Mono County Board of Supervisors  
**FROM:** Wendy Sugimura, Community Development, for Supervisor John Peters, District 3 Supervisor  
**RE:** Antelope Valley Regional Planning Advisory Committee (RPAC) Appointments

### DISCUSSION

The Antelope Valley RPAC may consist of up to 15 members. The current membership consists of 10 members. Supervisor Peters recommends the appointment of Jim Ricks (see attached application) to serve the remainder of the term expiring on December 31, 2026, at which time he can be reappointed for a full four-year term. Terms last for four years and are staggered to facilitate smooth transitions. The following summarizes the status of appointments and Antelope Valley RPAC membership:

#### Proposed appointment to term expiring December 31, 2026:

1. Jim Ricks

#### Existing Members

1. Charles Brown
2. Katy Buell
3. Debie Bush
4. Sally Rosen
5. John Vannoy
6. Ned Welsh
7. Eric Edgerton
8. Mark Langner
9. Don Morris
10. Bruce Woodworth

#### Term Expires

12/31/24  
12/31/24  
12/31/24  
12/31/24  
12/31/24  
12/31/24  
12/31/26  
12/31/26  
12/31/26  
12/31/26

If you have questions regarding this matter, please contact Wendy Sugimura at [wsugimura@mono.ca.gov](mailto:wsugimura@mono.ca.gov) or Supervisor Gardner.

#### ATTACHMENTS:

1. Application for Jim Ricks

# Mono County Regional Planning Advisory Committees

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

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

## MEMBERSHIP APPLICATION

Mono County Regional Planning Advisory Committees (RPACs) advise the Board of Supervisors and other decision-makers on local planning issues, the General Plan, and associated area/community plans. The RPACs serve as a community forum and information clearinghouse. Most RPACs meet evenings monthly or as-needed.

Please choose the RPAC in your area:

- |  |  |
|--|--|
| <input type="checkbox"/> Antelope Valley   | <input type="checkbox"/> June Lake CAC (Citizens Advisory Committee) |
| <input type="checkbox"/> Benton/Hammil     | <input type="checkbox"/> Long Valley                                 |
| <input type="checkbox"/> Bridgeport Valley | <input type="checkbox"/> Mono Basin                                  |
| <input type="checkbox"/> Chalfant Valley   | <input type="checkbox"/> Swall Meadows                               |

Name James Ricks

Address [REDACTED]

City/State/Zip Coleville, Ca 96107

Phone (day) [REDACTED] Phone (eve) same

Email jrickswbc@gmail.com

Occupation/Business Pastor

Special interests or concerns about the community:

Member of Chamber of Commerce and interested in seeing new business get a good start in  
our community. Desire to see year round recreation created not just summer. Interested in  
safety on the highway that runs through us.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature *James Ricks* Date Sep 8, 2023  
James Ricks (Sep 8, 2023 21:14 PDT)

Applications will be reviewed and recommended exclusively by the local supervisor.  
Recommended appointments are then considered and acted upon by the Board of Supervisors.



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

 Print

**MEETING DATE**     October 3, 2023

**Departments:** Health and Human Services, Public Health

**TIME REQUIRED**

**SUBJECT**             Approval for Children's Medical  
Services (CMS) Foster Care  
Certification Statement

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### AGENDA DESCRIPTION:

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

Approval of Certification Statement with State of California Health and Human Services Agency, Department of Health Care Services pertaining to the Health Care Program for Children in Foster Care.

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### RECOMMENDED ACTION:

Authorize Chair to sign certification statement with State of California Health and Human Services Agency, Department of Health Care Services for the Health Care Program for Children in Foster Care for the period July 1, 2023, through June 30, 2024.

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### FISCAL IMPACT:

Renewal of Foster Care Program funding through the State of California Health and Human Services Agency, Department of Health Care Services, up to \$12,000 in Federal and State funding.

---

**CONTACT NAME:** Kathryn Peterson

**PHONE/EMAIL:** 760-924-1763 / kpeterson@mono.ca.gov

---

### SEND COPIES TO:

Kathryn Peterson, Margee Neer, Stephanie Butters

---

### MINUTE ORDER REQUESTED:

☒ YES ☐ NO

---

### ATTACHMENTS:

Click to download
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">Certification Statement</a>

---

History

Time	Who	Approval
9/18/2023 1:06 PM	County Counsel	Yes
9/18/2023 1:43 PM	Finance	Yes
9/20/2023 11:14 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

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### MEMO

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**TO:** Mono County Board of Supervisors  
**FROM:** Kathryn Peterson, Health and Human Services Director  
**SUBJECT:** **Certification Statement for Health Care Program for Children in Foster Care**  
**DATE:** October 3, 2023

---

In Mono County, California Children's Services (CCS), California Health and Disability Prevention Program (CHDP) and Health Care Program for Children in Foster Care (HCPCFC) services are provided through the Mono County Health Department. All three programs are integrated within the California Department of Health Care Services (DHCS) under Children's Medical Services (CMS). These programs provide a variety of medical services to eligible children. The Mono County Health Department receives funding to provide administration and case management services in support of these programs.

The HCPCFC Program provides medical case management for Mono County children who are placed in Foster Care through Child Welfare Services or the Probation Department. The HCPCFC nurse at Mono County Public Health provides medical case management services to ensure each child's health needs are met until the child returns to his or her family; is emancipated at age 18; is placed in extended Foster Care through AB 12; or finishes high school.


The signature of the county board of supervisors, board chair, is requested on the Health Care Program for Children in Foster Care Certification Statement to received funding under this program.

**Health Care Program for Children in Foster Care**

<b>Agency Information</b>		County/City: Mono	Fiscal Year: 2023-24		
Street Address:	1290 Tavern Road	Health Officer Name:	Dr. Thomas Boo		
City:	Mammoth Lakes	HCPFC Central Email			
Zip Code:	93546	Address:			
Authorized HCPFC Representative		Director of Social Services Agency			
Name, Title:	Kathryn Peterson, Health a	Name:	Kathryn Peterson, Health a		
Phone:	760-924-1763	Phone:	760-924-1763		
Email:	kpeterson@mono.ca.gov	Email:	kpeterson@mono.ca.gov		
Clerk of the Board of Supervisors		Chief Probation Officer			
Name:	Queenie Barnard	Name:	Karin Humiston		
Phone:	760-932-5530	Phone:	760-932-5570		
Email:	qbarnard@mono.ca.gov	Email:	khumiston@mono.ca.gov		
List All HCPFC Program Staff					
Name:	Title:	Support Staff	PHN	Email:	
1	Marjoree Neer	ogram Manager/Public Hea	No	Yes	mneer@mono.ca.gov
2	Vacant	ogram Manager/Public Hea	No	Yes	vacant
3	Olivia Moreno	unity Health Outreach Spe	Yes	No	omoreno@mono.ca.gov
4	Stephanie Butters	cal and Administrative Offi	Yes	No	sbutters@mono.ca.gov
5					
6					
7					
8					
9					
10					
View additional rows by selecting the "+" to the left.					



**Health Care Program for Children in Foster Care**


<b>Certification Statement</b>	<b>County/City:</b> Mono	<b>Fiscal Year:</b> 2023-24
<p>I certify that the Health Care Program for Children in Foster Care (HCPCFC) will comply with all applicable state and federal and state laws and regulations, including all federal laws and regulations governing recipients of federal funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further certify that the HCPCFC will comply with all rules promulgated by DHCS pursuant to these authorities, including the Integrated Systems of Care Plan and Fiscal Guidelines Manual. I further agree that this HCPCFC may be subject to sanctions or other remedies if this HCPCFC violates any of the above.</p>		
Kathryn Peterson, Health and Human Services Director		Sep 15, 2023
HCPCFC/County Authorized Representative	Signature	Date
Local Governing Body Chairperson Name, Title	Signature	Date

**Health Care Program for Children in Foster Care**

Base Budget Worksheet						County/City Name: Mono		Fiscal Year: 2023-24			
Column					1A	1B	1	2A	2	3A	3
I. Personnel Expenses					Total Base FTE %	Annual Salary	Total Budget	Enhanced FTE %	Enhanced Total	Non-Enhanced FTE %	Non-Enhanced Total
#	Name	Title	DSS	PHN							
1	Marjoree Neer	Health Program	No	Yes	0%	\$118,722	\$0	90%	\$0	10%	\$0
2	Vacant	Health Program	No	Yes	15%	\$94,010	\$14,102	90%	\$12,691	10%	\$1,410
3	Olivia Moreno	Community He	Yes	No	0%	\$61,223	\$0	0%	\$0	100%	\$0
4	Stephanie Butte	Fiscal and Adm	Yes	No	0%	\$113,068	\$0	0%	\$0	100%	\$0
5	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
6	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
7	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
8	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
9	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
10	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
View additional rows by selecting the "+" to the left.											
Total Net Salaries and Wages							\$14,102		\$12,691		\$1,410
Staff Benefits (Specify %)			64%				\$8,958		\$8,061		\$896
I. Total Personnel Expenses							\$23,060		\$20,752		\$2,306
II. Total Operating Expenses (List in Narrative)							\$0		\$0		\$0
III. Total Capital Expenses (List in Narrative)							\$0				\$0
IV. Indirect Expenses (List in Narrative)											
1.	Internal (Specify %)		25%				\$5,765				\$5,765
2.	External (Specify %)		0%				\$0				\$0
IV. Total Indirect Expenses (List in Narrative)							\$5,765				\$5,765
V. Total Other Expenses (List in Narrative)							\$0				\$0
Budget Grand Total							\$28,825		\$20,752		\$8,071

I certify that the Health Care Program for Children in Foster Care (HPCFC) will comply with all applicable state and federal and state laws and regulations, including all federal laws and regulations governing recipients of federal funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further certify that the HPCFC will comply with all rules promulgated by DHCS pursuant to these authorities, and that all listed expenses adhere to program goals, scope, and activity requirements. I further agree that this HPCFC may be subject to sanctions or other remedies if this HPCFC violates any of the above. HPCFC staffing is limited to Public Health Nurses and their Direct Support Staff.

By signing below, I certify that the listed individual's Civil Service Classification, Duty Statement, and all budgeted activities adhere to HPCFC program scope and meet the definition of Public Health Nurse, as defined by California Code of Regulations Section 1305, or Directly Supporting Staff, as defined by Code of Federal Regulations Section 432.2.

Kathryn Peterson, Health and Human Services Director		Sep 15, 2023
Authorized HPCFC Signor Name, Title	Signature	Date

Budget Summary tables can be found on the "Summary Tables" sheet of this

**Health Care Program for Children in Foster Care**

<b>Base Budget Narrative</b>		County/City Name: Mono	Fiscal Year: 2023-24
I. Personnel Expenses Identify and Explain Any Changes in Personnel/Personnel Expenses			
Children Medical Services Program Manager is currently vacant. Budgeted as .10 FTE in the Foster Care Program.			
II. Operating Expenses Identify and Explain All Operating Expense Line Items			
III. Capital Expenses Identify and Explain All Capital Expense Line Items			
IV. Indirect Expenses Identify and Explain All Indirect Expense Line Items			
Internal:	25% Indirect Cost Rate per State approval		
External:			
V. Other Expenses Identify and Explain All Other Expense Line Items			

I certify that the Health Care Program for Children in Foster Care (HCPCFC) will comply with all applicable state and federal and state laws and regulations, including all federal laws and regulations governing recipients of federal funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further certify that the HCPCFC will comply with all rules promulgated by DHCS pursuant to these authorities, and that all listed expenses adhere to program goals, scope, and activity requirements. I further agree that this HCPCFC may be subject to sanctions or other remedies if this HCPCFC violates any of the above.

Kathryn Peterson, Health and Human Services Director



Sep 15, 2023

Authorized HCPCFC Signor Name, Title


Signature

Date

**Health Care Program for Children in Foster Care**

<b>Psychotropic Medication Monitoring &amp; Oversight Budget Worksheet</b>					County/City Name:		Fiscal Year:				
					Mono		2023-24				
Column					1A	1B	1	2A	2	3A	3
I. Personnel Expenses					Total Base FTE %	Annual Salary	Total Budget	Enhanced FTE %	Enhanced Total	Non-Enhanced FTE %	Non-Enhanced Total
#	Name	Title	DSS	PHN							
1	Marjoree Neer	Health Program	No	Yes	5%	\$118,722	\$5,936	90%	\$5,342	10%	\$594
2	Vacant	Health Program	No	Yes	5%	\$94,010	\$4,701	90%	\$4,230	10%	\$470
3	Olivia Moreno	Community He	Yes	No	0%	\$0	\$0	0%	\$0	100%	\$0
4	Stephanie Butte	Fiscal and Adm	Yes	No	0%	\$0	\$0	0%	\$0	100%	\$0
5	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
6	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
7	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
8	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
9	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
10	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
View additional rows by selecting the "+" to the left.											
Total Net Salaries and Wages							\$10,637		\$9,573		\$1,064
Staff Benefits (Specify %)			64%				\$6,757		\$6,081		\$676
I. Total Personnel Expenses							\$17,394		\$15,654		\$1,740
II. Total Operating Expenses (List in Narrative)							\$0		\$0		\$0
III. Total Capital Expenses (List in Narrative)							\$0				\$0
IV. Indirect Expenses (List in Narrative)											
1.	Internal (Specify %)		25%				\$4,349				\$4,349
2.	External (Specify %)		0%				\$0				\$0
IV. Total Indirect Expenses (List in Narrative)							\$4,349				\$4,349
V. Total Other Expenses (List in Narrative)							\$0				\$0
Budget Grand Total							\$21,743		\$15,654		\$6,089

I certify that the Health Care Program for Children in Foster Care (HPCFC) will comply with all applicable state and federal and state laws and regulations, including all federal laws and regulations governing recipients of federal funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further certify that the HPCFC will comply with all rules promulgated by DHCS pursuant to these authorities, and that all listed expenses adhere to program goals, scope, and activity requirements. I further agree that this HPCFC may be subject to sanctions or other remedies if this HPCFC violates any of the above. HPCFC staffing is limited to Public Health Nurses and their Direct Support Staff. By signing below, I certify that the listed individual's Civil Service Classification, Duty Statement, and all budgeted activities adhere to HPCFC program scope and meet the definition of Public Health Nurse, as defined by California Code of Regulations Section 1305, or Directly Supporting Staff, as defined by Code of Federal Regulations Section 432.2.

Kathryn Peterson, Health and Human Services Director		Sep 15, 2023
Authorized HPCFC Signor Name, Title	Signature	Date

Budget Summary tables can be found on the "Summary Tables" sheet of this

**Health Care Program for Children in Foster Care**

<b>Psychotropic Medication Monitoring &amp; Oversight Budget Narrative</b>		County/City Name:	Fiscal Year:
		Mono	2023-24
<b>I. Personnel Expenses Identify and Explain Any Changes in Personnel/Personnel Expenses</b>			
Children Medical Services Program Manager is currently vacant. Budgeted as .05 FTE in the Foster Care PMMO Program. Supervising Program Manager is budgeted at .05 FTE.			
<b>II. Operating Expenses Identify and Explain All Operating Expense Line Items</b>			
<b>III. Capital Expenses Identify and Explain All Capital Expense Line Items</b>			
<b>IV. Indirect Expenses Identify and Explain All Indirect Expense Line Items</b>			
Internal:	25% Indirect Cost Rate per State approval		
External:			
<b>V. Other Expenses Identify and Explain All Other Expense Line Items</b>			

I certify that the Health Care Program for Children in Foster Care (HCPCFC) will comply with all applicable state and federal and state laws and regulations, including all federal laws and regulations governing recipients of federal funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further certify that the HCPCFC will comply with all rules promulgated by DHCS pursuant to these authorities, and that all listed expenses adhere to program goals, scope, and activity requirements. I further agree that this HCPCFC may be subject to sanctions or other remedies if this HCPCFC violates any of the above.

Kathryn Peterson, Health and Human Services Director



Sep 15, 2023

Authorized HCPCFC Signor Name, Title

Signature

Date

**Health Care Program for Children in Foster Care**

City or County Match (Optional) Budget Worksheet						County/City Name:		Fiscal Year:			
						Mono		2023-24			
Column					1A	1B	1	2A	2	3A	3
I. Personnel Expenses					Total Base FTE %	Annual Salary	Total Budget	Enhanced FTE %	Enhanced Total	Non-Enhanced FTE %	Non-Enhanced Total
#	Name	Title	DSS	PHN							
1	Marjoree Neer	Health Program	No	Yes	0%	\$0	\$0	0%	\$0	100%	\$0
2	Vacant	Health Program	No	Yes	15%	\$94,010	\$14,102	90%	\$12,691	10%	\$1,410
3	Olivia Moreno	Community Health	Yes	No	0%	\$0	\$0	0%	\$0	100%	\$0
4	Stephanie Butte	Fiscal and Admin	Yes	No	1%	\$113,068	\$565	0%	\$0	100%	\$565
5	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
6	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
7	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
8	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
9	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
10	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
View additional rows by selecting the "+" to the left.											
Total Net Salaries and Wages							\$14,667		\$12,691		\$1,975
Staff Benefits (Specify %)			64%				\$9,317		\$8,061		\$1,255
I. Total Personnel Expenses							\$23,984		\$20,752		\$3,230
II. Total Operating Expenses (List in Narrative)							\$0		\$0		\$0
III. Total Capital Expenses (List in Narrative)							\$0				\$0
IV. Indirect Expenses (List in Narrative)											
1.	Internal (Specify %)		25%				\$5,996				\$5,996
2.	External (Specify %)		0%				\$0				\$0
IV. Total Indirect Expenses (List in Narrative)							\$5,996				\$5,996
V. Total Other Expenses (List in Narrative)							\$0				\$0
Budget Grand Total							\$29,980		\$20,752		\$9,226

I certify that the Health Care Program for Children in Foster Care (HCPCFC) will comply with all applicable state and federal and state laws and regulations, including all federal laws and regulations governing recipients of federal funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further certify that the HCPCFC will comply with all rules promulgated by DHCS pursuant to these authorities, and that all listed expenses adhere to program goals, scope, and activity requirements. I further agree that this HCPCFC may be subject to sanctions or other remedies if this HCPCFC violates any of the above. HCPCFC staffing is limited to Public Health Nurses and their Direct Support Staff.

By signing below, I certify that the listed individual's Civil Service Classification, Duty Statement, and all budgeted activities adhere to HCPCFC program scope and meet the definition of Public Health Nurse, as defined by California Code of Regulations Section 1305, or Directly Supporting Staff, as defined by Code of Federal Regulations Section 432.2.

Kathryn Peterson, Health and Human Services Director  Sep 15, 2023

Authorized HCPCFC Signor Name, Title

Signature

Date

Budget Summary tables can be found on  
the "Summary Tables" sheet of this

**Health Care Program for Children in Foster Care**

<b>City or County Match (Optional) Budget Narrative</b>	County/City Name:	Fiscal Year:
	Mono	2023-24
<b>I. Personnel Expenses Identify and Explain Any Changes in Personnel/Personnel Expenses</b>		
Children Medical Services Program Manager is currently vacant. Budgeted as .15 FTE in the Foster Care County Match budget.		
<b>II. Operating Expenses Identify and Explain All Operating Expense Line Items</b>		
<b>III. Capital Expenses Identify and Explain All Capital Expense Line Items</b>		
<b>IV. Indirect Expenses Identify and Explain All Indirect Expense Line Items</b>		
Internal:	25% Indirect Cost Rate per State approval	
External:		
<b>V. Other Expenses Identify and Explain All Other Expense Line Items</b>		

I certify that the Health Care Program for Children in Foster Care (HCPFC) will comply with all applicable state and federal and state laws and regulations, including all federal laws and regulations governing recipients of federal funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further certify that the HCPFC will comply with all rules promulgated by DHCS pursuant to these authorities, and that all listed expenses adhere to program goals, scope, and activity requirements. I further agree that this HCPFC may be subject to sanctions or other remedies if this HCPFC violates any of the above.

Kathryn Peterson, Health and Human Services Director		Sep 15, 2023
Authorized HCPFC Signor Name, Title	Signature	Date

## Health Care Program for Children in Foster Care

Budget Summary							County/City:			Fiscal Year:		
							Mono			2023-24		
Funding Source:	Base			PMM&O			Caseload Relief			County/City-Federal		
A	B	C	D	B	C	D	B	C	D	B	C	D
Category/Line Item	Total Budget	Enhanced	Non-Enhanced	Total Budget	Enhanced	Non-Enhanced	Total Budget	Enhanced	Non-Enhanced	Total Budget	Enhanced	Non-Enhanced
I. Total Personnel Expenses	\$23,060	\$20,752	\$2,306	\$17,394	\$15,654	\$1,740	\$0	\$0	\$0	\$23,984	\$20,752	\$3,230
II. Total Operating Expenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
III. Total Capital Expenses	\$0		\$0	\$0		\$0	\$0		\$0	\$0		\$0
IV. Total Indirect Expenses	\$5,765		\$5,765	\$4,349		\$4,349	\$0		\$0	\$5,996		\$5,996
V. Total Other Expenses	\$0		\$0	\$0		\$0	\$0		\$0	\$0		\$0
Budget Grand Total	\$28,825	\$20,752	\$8,071	\$21,743	\$15,654	\$6,089	\$0	\$0	\$0	\$29,980	\$20,752	\$9,226
E	F	G	H	F	G	H	F	G	H	F	G	H
Source of Funds:	Total Funds	Enhanced	Non-Enhanced	Total Funds	Enhanced	Non-Enhanced	Total Funds	Enhanced	Non-Enhanced	Total Funds	Enhanced	Non-Enhanced
State/County Funds	\$9,224	\$5,188	\$4,036	\$6,958	\$3,914	\$3,045	\$0	\$0	\$0	\$9,801	\$5,188	\$4,613
Federal Funds (Title XIX)	\$19,600	\$15,564	\$4,036	\$14,785	\$11,741	\$3,045	\$0	\$0	\$0	\$20,177	\$15,564	\$4,613
Budget Grand Total	\$28,823	\$20,752	\$8,071	\$21,743	\$15,654	\$6,089	\$0	\$0	\$0	\$29,978	\$20,752	\$9,226

Kathryn Peterson, Health and Human Services Director



Sep 15, 2023

Authorized HCPCFC Signor Name, Title

Signature

Date





OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE**     October 3, 2023

**Departments: Public Works - Solid Waste**

**TIME REQUIRED**

**SUBJECT**                     Agreement with Boxx Modular, Inc.

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### AGENDA DESCRIPTION:

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

Proposed contract with Boxx Modular Inc. pertaining to providing a prefabricated gatehouse. This contract was previously approved by the Board, but never executed by the contractor due to the contractor's need for a longer performance period. It is presented again for Board approval, with an extended performance period.

---

### RECOMMENDED ACTION:

Approve, and authorize Public Works Director to sign, contract with Boxx Modular Inc. to provide a prefabricated gatehouse for installation at the Pumice Valley Landfill. The contract is for the period January 1, 2023, through June 30, 2024 and a not-to-exceed amount of \$250,000. Find that the project is exempt from review pursuant to the California Environmental Quality Act under the Class 3 (new construction or conversation of small structures) and Class 11 (accessory structures) exemptions and direct staff to file a Notice of Exemption.

---

### FISCAL IMPACT:

The maximum amount payable to Boxx Modular, Inc. is \$250,000, with an additional \$20,000 estimated to cover sales tax and site preparation work, to be paid from the Solid Waste Enterprise Fund.

---

**CONTACT NAME:** Justin Nalder

**PHONE/EMAIL:** 17609325453 / jnalder@mono.ca.gov

---

### SEND COPIES TO:

---

### MINUTE ORDER REQUESTED:

☒ YES ☐ NO

---

### ATTACHMENTS:

Click to download
<a href="#">Staff Report - Agreement with Boxx Modular</a>
<a href="#">Contract</a>

**History****Time**

9/20/2023 5:25 PM

9/22/2023 1:25 PM

9/26/2023 2:07 PM

**Who**

County Counsel

Finance

County Administrative Office

**Approval**

Yes

Yes

Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS SOLID WASTE DIVISION

POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517

760.932.5440 • FAX 760.932.5441 • [monopw@mono.ca.gov](mailto:monopw@mono.ca.gov) • [www.monocounty.ca.gov](http://www.monocounty.ca.gov)

**Date:** October 3, 2023  
**To:** Honorable Chair and Members of the Board of Supervisors  
**From:** Justin Nalder, Solid Waste Superintendent  
**Subject:** Agreement with Boxx Modular, Inc. for Providing a Prefabricated Gatehouse

## Background:

As of January 1, 2023 Pumice Valley Landfill became the primary County landfill for construction and demolition waste, material diversion and recycling, as well as continuing to function as an Municipal Solid Waste (MSW) transfer station. The existing gatehouse is only large enough to accommodate a single person. Considering that a much larger crew is now working at the Pumice Valley Landfill, and there is a need for expanded gate house with office space, meeting space, break area and bathroom (similar to the gate house at Benton Crossing Landfill), plans were made to replace the existing gatehouse with something that will better suit the needs of the County. In early 2022 proposals were solicited for gate-house design and delivery. A proposal by Boxx Modular Inc. was selected meeting the needs for providing a prefabricated gatehouse.

The Board originally approved an agreement with Boxx Modular, Inc. on August 1, 2023. Since that time the contractor has asked to extend term in anticipation of the running into season weather delays. Work is now expected to be completed by spring of 2024. The scope of work, gatehouse design and cost can be found in the proposal submitted by Boxx Modular (Attachment B).

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

Respectfully submitted,

Justin Nalder  
Solid Waste Superintendent / Fleet Manager / Environmental Manager

Attachments: Attachment A – Agreement between the County of Mono and Boxx Modular, Inc. for the Provision of Providing a Prefabricated Gatehouse  
Attachment B – Boxx Modular, Inc. Proposal  
Exhibit 1 - General Conditions  
Exhibit 2 - Prevailing Wage  
Exhibit 3 - Bond Requirements

**AGREEMENT BETWEEN COUNTY OF MONO  
AND BOXX MODULAR, INC.  
FOR THE PROVISION OF A PREFABRICATED  
GATEHOUSE**

**INTRODUCTION**

WHEREAS, the County of Mono (hereinafter referred to as "County") may have the need for the services of modular building transport and setting of Boxx Modular, Inc. (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 Public Works, 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 January 1, 2023, to June 30, 2024, 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 \$250,000, not to exceed \$250,000 in any twelve-month period, plus (for public works) the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors (hereinafter referred to as "Contract Limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

E. Billing and Payment. The County shall pay the as outlined in Attachment B, the Schedule of Fees. Contractor shall submit a request for each payment and shall stipulate what the payment represents. Invoicing shall be informative but concise and shall identify the services and work performed represented by the invoice amount and the date on which those services were performed. Upon finding that Contractor has satisfied its contractual obligations regarding such payment, the County shall make such payment to Contractor as required in Section A above. The County may withhold payment until the services and work represented by the invoice amount are contractually completed. County shall make payment to Contractor within 30 days of receipt of an invoice.

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) 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.

(3) 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 the Party stipulated in Attachment A to this Agreement. Such licenses, certificates, or permits required of Contractor must 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. Unless provided otherwise in Attachment A to this Agreement, responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

## **7. COUNTY PROPERTY**

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

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

## **8. INSURANCE**

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

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

☒ Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

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

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

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

☐ Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.

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

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

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

- (1) **Additional Insured Status:** The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad



as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

- (2) **Primary Coverage:** For any claims related to this contract, the Contractor's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
- (3) **Umbrella or Excess Policy:** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.
- (4) **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.
- (5) **Waiver of Subrogation:** Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- (6) **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$100,000 unless approved in writing by County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. County reserves the right to obtain a copy of any policies and endorsements for verification.
- (7) **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- (8) **Claims Made Policies:** If any of the required policies provide claims-made coverage:
  - a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.



- b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
  - c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
- (9) **Verification of Coverage:** Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- (10) **Special Risks or Circumstances:** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## 9. STATUS OF CONTRACTOR

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

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

## 10. DEFENSE AND INDEMNIFICATION

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the 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 12 by substitute photographs, micrographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County, with a prior sixty (60) days written Notice to the Contractor 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 13 shall not apply.

In the event of termination under this Paragraph, County shall pay Contractor any past due amounts for work completed at the point of termination.

## **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 described in this Agreement in a timely manner, or fails in any way as required to conduct the work and services as required by Attachment A, 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. The Contractor shall have a reasonable opportunity to cure any Default before termination becomes effective.

## **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 23.

## **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 or the benefit, gain, or enhancement of any subsequent contracting party.

## **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. AMENDMENT**

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

## 22. NOTICE

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

County of Mono:

Justin Nalder - Solid Waste Superintendent  
PO Box 457  
Bridgeport, CA 93517  
jnalder@mono.ca.gov

Contractor:

Jack DiBenedetto - Major Project Sales Representative  
Boxx Modular, Inc.  
3475 High River Road, Fort Worth, TX 76155  
jdibenedetto@boxxmodular.com

## 23. COUNTERPARTS

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

## 24. ENTIRE AGREEMENT

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

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

### COUNTY OF MONO

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

Name: \_\_\_\_\_

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

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

### CONTRACTOR

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

Name: \_\_\_\_\_

Title: VP, MSS US

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

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

**AGREEMENT BETWEEN COUNTY OF MONO  
AND BOXX MODULAR, INC.  
FOR THE PROVISION OF A PREFABRICATED GATEHOUSE**

**TERM:**

**FROM: JANUARY 1, 2023    TO: JUNE 30, 2024**

**SCOPE OF WORK:**

Scope of Work is set forth in Contractor's proposal which is attached hereto as Appendix B and incorporated by this reference. All specs must meet current Mono County and Building Codes. To the extent that Contractor's proposal contains any terms in conflict with the terms in this Agreement, this Agreement shall control.

**SITE ACCESS:**

Access to Pumice Valley Landfill / Transfer Station must be pre-scheduled if not during normal working hours (6:30am - 5:00pm Mon. - Fri., 8:00am - 4:00pm Saturdays.).

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF MONO  
AND BOXX MODULAR, INC.  
FOR THE PROVISION OF A PREFABRICATED GATEHOUSE**

**TERM:**

**FROM: JANUARY 1, 2023    TO: JUNE 30, 2024**

**SCHEDULE OF FEES:**

The amounts owed under this Agreement to the Contract shall be paid according to the following schedule:

1. 30% - Down Payment due upon execution of this Agreement by all parties
2. 65% - Due upon completion of manufacturing, but prior to delivery
3. 5% -Due upon completion of the Scope of Work as set out in Attachment A
4. Title (Certificate of Origin) shall be transferred to the County immediately upon the Contractor being paid in full all amounts owed by County under this Agreement

## **EXHIBIT 1**

### **AGREEMENT BETWEEN COUNTY OF MONO AND BOXX MODULAR, INC. FOR THE PROVISION OF PROVIDING A PREFABRICATED GATEHOUSE**

**PREVAILING WAGES AS OF: July 11, 2023**

#### **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 2**

### **AGREEMENT BETWEEN COUNTY OF MONO AND BOXX MODULAR, INC. FOR THE PROVISION OF PROVIDING A PREFABRICATED GATEHOUSE**

#### **BOND REQUIREMENTS**

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



**SAMPLE PERFORMANCE BOND**

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

[Click here to enter text.](#)

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

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

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

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Name of Surety (SEAL)

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

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

APPROVED AS TO FORM:

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

**SAMPLE PAYMENT BOND**

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

Click here to enter text.

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

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

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_  
Principal

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

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

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

APPROVED AS TO FORM:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 14.** Definitions:

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

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

**CONTRACTOR**

Company (seal)

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

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

**SURETY**

Company (seal)

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

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

**OWNER**

Mono County (seal)

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

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

**APPROVED AS TO FORM**

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

## **EXHIBIT 4**

### **AGREEMENT BETWEEN THE COUNTY OF MONO AND BOXX MODULAR, INC. FOR THE PROVISION OF A PRE-FABRICATED GATEHOUSE**

#### **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.



## modular project **PROPOSAL**

July 11, 2023

BOXX Project: Q-54177  
RFP: {Number}



## Mono County Mono County-Gatehouse Pumice Valley

Lee Vining, CA

BOXX Modular, Inc. (Corporate Office)  
3475 High River Road | Fort Worth, TX | 76155

(877) 966-7839 | [BOXXModular.com](http://BOXXModular.com) | [ussales@boxxmodular.com](mailto:ussales@boxxmodular.com)



July 11, 2023

Justin Nalder  
Mono County Public Works  
74 North School Street  
PO Box 457  
Bridgeport, CA 93517, California 93517

RE: Pumice Valley Landfill Scale House Modular Building  
Lee Vining, CA 93541

Dear Justin,

We are pleased to have the opportunity to submit this revised proposal which has been carefully tailored to address your individual space requirements and addresses current pricing.

BOXX Modular has been committed to providing quality products, services, and customer satisfaction to both the public and private sectors since 2010. Our expertise in development and execution of wide-ranging space solutions affords us the distinct satisfaction of fulfilling each of our client's modular construction needs.

Proposal Contents (attached):

- Price Detail
- Floor Plan
- Specifications
- Delineation of Responsibilities
- Estimated Project Schedule
- Clarifications
- References

It is our goal to meet your specific needs, so please be certain to thoroughly review each attachment included in this proposal to ensure you completely understand the pricing, product, and service we are proposing.

Please do not hesitate to contact me for answers to any questions or concerns you may have regarding our proposed solution. It would be our pleasure to partner with you on this important project. Thank you for your consideration.

Sincerely,



Jack DiBenedetto  
Major Project Sales Representative

Q-54177  
October 19, 2022

modular project

# Sale Price Detail

This proposal is valid for 30 calendar days

## PRICING SUMMARY

### **PURCHASE PROGRAM**

BUILDING BASIC	✓	\$113,256.00
BUILDING TENANT IMPROVEMENTS	✓	\$58,202.00
SALES/USE TAX		BY Mono County
TRANSPORT TO SITE	✓	\$6,747.00
INSTALLATION	✓	\$54,644.00
SITE WORK		BY Mono County
SUBTOTAL		<b>\$232,849.00</b>
PERFORMANCE & PAYMENT BONDS		\$4,657.00
TOTAL		<b>\$237,506.00</b>

## OPTIONS

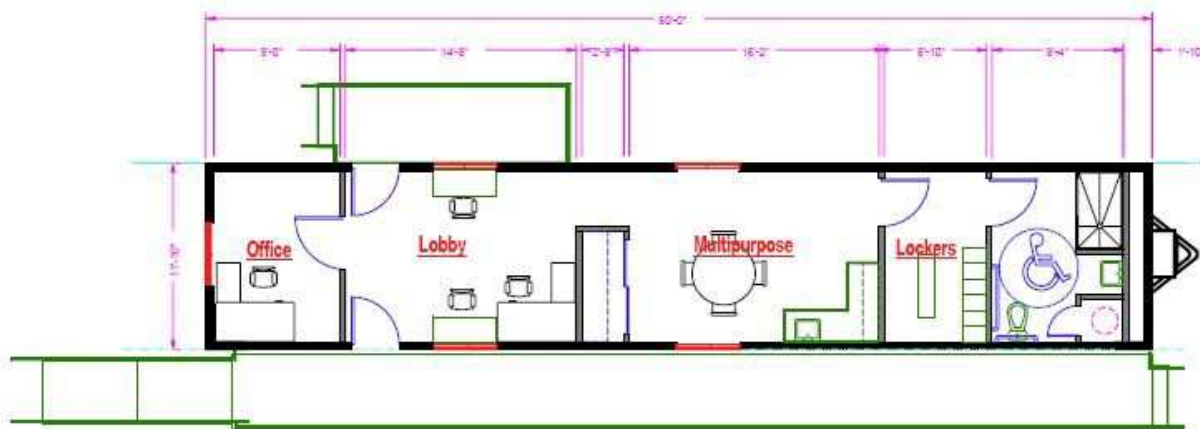
Initials = Selected

Option Description

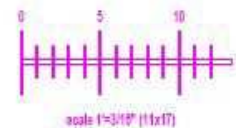
Amount (usd  
(NONE))



## PROJECT DESCRIPTION DETAIL



Schematic FloorPlan



*Pricing excludes all applicable taxes. Buyer is responsible for all applicable taxes. Proposal Price does not include sales, use, or personal property taxes, except as may be additionally described. Unless otherwise specified, Proposal is valid for 10 calendar days from the "Proposal Date". BOXX Modular's willingness to enter into a contract at the price and/or terms of payment proposed is contingent upon satisfactory credit review and approval. Pricing is based on acceptance of BOXX's standard contract terms and conditions, along with timely receipt of any contractually required down payment.*

Initials:

**BOXX**  
MODULAR  
www.BOXXModular.com

## Specifications

### MODULAR BUILDING INFORMATION

<u>Unit No(s).</u>	<u>Unit Size(s)</u>	<u>State(s) Coded</u>	<u>Building Description</u>
NEW	12' X 60'	CA	Modular Scale House

### SPECIFICATIONS

<b>1.0</b>	<b><u>BUILDING INFORMATION:</u></b>			
	OCCUPANCY CLASSIFICATION	B		
	TYPE OF CONSTRUCTION	V-B		
	REGULATORY AGENCY	HCD		
	MODEL CODE	CBC		
	CERTIFICATION	MBI SEAL		
<b>2.0</b>	<b><u>DESIGN LOADS</u></b>			
	UNIFORM LIVE FLOOR LOAD	100	psf	Offices
	CONCENTRATED FLOOR LOAD	2000	lbs.	
	FLOOR DEAD LOAD	System weight		
	UNIFORM LIVE ROOF LOAD	60	psf	
		5	psf	for future solar by others
	SEISMIC DESIGN CATEGORY	D		
	CLIMATE ZONE	16		
<b>3.0</b>	<b><u>SIZE</u></b>			
		12'-0" x 60'-0" Nominal		12'-0" x 60'-0" Actual
<b>4.0</b>	<b><u>FRAME</u></b>			
	TYPE:	Perimeter Steel		
	MAIN BEAM:	Manufacture's Standard "I"		
	HITCH:	Bolt on		
	AXLES:	Manufacturer's Standard-New		
	TIRES:	Manufacturer's Standard-New		
	UNDER COATING:	Rust Inhibitive Latex Black		
<b>5.0</b>	<b><u>FLOOR</u></b>			
	BOTTOM BOARD:	Manufacturer's Standard		
	INSULATION:	R-30		
	JOISTS:	Steel "2" 16" O.C.		
	DECKING:	1-1/8" minimum		
<b>6.0</b>	<b><u>EXTERIOR WALLS</u></b>			
	STUDS:	2x6 Manufacturer's Standard	Wood Framed	
	EXTERIOR SHEATHING	LP Smart Panel	MBI	
	INERIOR SHEATHING	FRP		
	BUILDING WRAP	Air Infiltration Barrier(Tyvek or Equal)		
	INSULATION:	R-21		
	SKIRTING:	None		
	COLUMNS:	Manufacturer's Standard		

 Initials:

## 7.0 INTERIOR WALLS

FRAMING	Wood
INT. WALL HT:	8'-0" Nominal / 7'-10" Actual
COVERING:	FRP
INSULATION:	R-11 Unfaced

## 8.0 ROOF

RAFTERS:	2x10	
SLOPE:	Shed	1/2" : 12"
OVERHANG	None	
CEILING:	2x4 Suspended T-Grid	Vinyl Faced
	7'-10" Finish Ceiling Height	
INSULATION:	HCD Compliant	
SHEATHING:	Manufacturer's Standard	
SUBSTRATE	1/4" Densdeck	
FINISH ROOFING:	EPDM	
MANSARD:	none	
DRAFT STOP	not applicable	

9.0 DOORS: See Door Schedule

10.0 WINDOWS: See Window Schedule

11.0 FINISHES See Finish Schedule

## 12.0 THERMAL & MOISTURE PROTECTION

FINISH ROOFING	EPDM White	60 mil.
FLASHING	Exterior Envelope as Required for Weatherproofing	

## 13.0 ELECTRICAL:

LOADCENTER:	120/208V 200 1-Phase, e/w Main Ckt., 22 KAIC
RACEWAY	Metal Conduit/Flex
WIRING:	Copper
INT. LIGHTS:	24" X 48" LED (LAY-IN) W/ Diffuser
	HCD Compliant
PORCH LIGHTS	LED-Manufacturer's Standard
EGRESS LIGHTS:	LED Manufacturer's Standard e/w Battery Backup
EMERGENCY LIGHTS:	LED Manufacturer's Standard e/w Battery Backup
CONTROLS	Occupancy Sensors
RECEPTS:	120V/20A Duplex-White
GFIC	All Wet Areas
WP-GFIC	Exterior by Each Exit Door
	As required for HVAC Maintenance
J-Box	Dedicated for Fire Alarm Control Panel
DATA DROPS:	25 J-Box, 3/4" conduit stubbed to Attic, e/w Pull String and Bushing

Initials:

**7.0 INTERIOR WALLS**

FRAMING	Wood
INT. WALL HT:	8'-0" Nominal / 7'-10" Actual
COVERING:	FRP
INSULATION:	R-11 Unfaced

**8.0 ROOF**

RAFTERS:	2x10	
SLOPE:	Shed	1/2" : 12"
OVERHANG	None	
CEILING:	2x4 Suspended T-Grid	Vinyl Faced
	7'-10" Finish Ceiling Height	
INSULATION:	HCD Compliant	
SHEATHING:	Manufacturer's Standard	
SUBSTRATE	1/4" Densdeck	
FINISH ROOFING:	EPDM	
MANSARD:	none	
DRAFT STOP	not applicable	

**9.0 DOORS:** See Door Schedule

**10.0 WINDOWS:** See Window Schedule

**11.0 FINISHES** See Finish Schedule

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J-Box	Dedicated for Fire Alarm Control Panel
DATA DROPS:	25 J-Box, 3/4" conduit stubbed to Attic, e/w Pull String and Bushing

Initials:

# Delineation of Responsibilities

Division	Sub	Description	BOXX	Mono Cty.	Optional	NA
DIVISION 00 : PROCUREMENT & CONTRACTING REQUIREMENTS						
	003146	Permits-State	X			
	003146	Permits-Local Authority Having Jurisdiction		X		
		Impact Fees		X		
	006100	Bonds-Performance / Payment			X	
		Insurance	X	X		
DIVISION 1 : GENERAL CONDITIONS						
	1500	Temporary Heat/Lighting	X			
		Portable Toilets	X			
		Temporary Water & Power	X			
	1502	Site Cleanup/Dumpster	X			
		Final Clean	X			
	1700	Closeout/Acceptance	X			
	1900	Miscellaneous				
		Taxes		X		
		Prevailing Wage Scale (Davis-Bacon)	X			
		Safety and Security Access Requirements For Workers	X			
		Project Terms of Payment	X	X		
		Invoicing Procedure	X	X		
DIVISION 2 : EXISTING CONDITIONS						
		Demolition		X		
		Surveys		X		
	023200	Geotechnical Investigation		X		
	2000	Site Work		X		
		Accessibility to Building Pad		X		
DIVISION 3 : Concrete						
	3300	Foundation-Modular Building			X	
	3300	Step/Ramp/Deck			X	
DIVISION 5 : METALS						
	6670	Handrails			X	
		Concrete Embeds			X	
DIVISION 6 : WOOD, PLASTICS & COMPOSITES						
		Cabinets & Counters	X			
DIVISION 7 : THERMAL & MOISTURE PROTECTION						
		Foundation Waterproofing			X	
		Flashing	X			
		Finish Roofing	X			
		Sheet Metal Exterior Wall	X			

Initials:

# Delineation of Responsibilities

Division	Sub	Description	BOXX	Mono Cty.	Optional	NA
DIVISION 8 : OPENINGS						
		Doors-Interior & Exterior	X			
		Hardware	X			
		Windows	X			
DIVISION 9 : Finishes						
		(See Finish Schedule in Specifications)	X			
DIVISION 10 : SPECIALTIES (SITE ONLY)						
	10100	Marker/Chalk/Tack Boards				X
	10425	Signage/Braille	X			
	10520	Fire Extinguishers	X			
	10532	Awnings/Canopies			X	
	10800	Toilet Accessories	X			
		Lockers	X			
DIVISION 13 : BUILDING (MODULAR BUILDING)						
	13121	Delivery Of Modular Units To Site Including Transp. Permits	X			
	13122	Piers				X
	13123	Set-up	X			
		Remove Hitches (Store Under Bldg or Stage Per Customer Req.)	X			
		Place Modular Building on Concrete Foundation	X			
	13125	Trim Out Exterior & Interior Walls/ Ceiling/Floors/Adjust Doors	X			
	13126	Anchor Modular Units Per Design Criteria	X			
	13127	Skirting Match Bldg Siding (Frame, Vents, Access Panel Included)				X
	13128	Roof Seaming	X			
DIVISION 14 : Conveying Equipment						
		(none)				
DIVISION 21 : FIRE SUPPRESSION						
		(none)				
DIVISION 22 : PLUMBING						
		Fixtures	X			
		Waste-Building Only	X			
		Water Domestic- Building Only	X			
		Pressure Reducing Valve				X
		HVAC Condensate to Grade	X			
		Water Domestic- Holding Tank		X		
		Waste Septic System		X		

Initials:

# Delineation of Responsibilities

Division	Sub	Description	BOXX	Mono Cty.	Optional	NA
DIVISION 23 : HVAC						
		HVAC Equipment and Controls	X			
		Comfort Balance	X			
		Certified Balance				X
DIVISION 25 : INTEGRATED AUTOMATION						
		Energy Management System				X
DIVISION 26 : ELECTRICAL						
		Site Electrical Distribution		X		
		Transformers		X		
		Modular Building Main Distribution Panel	X			
	16410	Connect Modular Building to Site Electrical Service		X		
	16740	Clocks/Bells		X		
	16750	Communication Systems		X		
		Lightning Protection			X	
DIVISION 27 : COMMUNICATIONS						
		Pull Box with Conduit Stubbed to Attic Concealing in Walls	X			
	16770	Data / Comm Systems ( eqpt., racks, switches, cabling, programming)		X		
		Tap Existing Data / Comm Service For Site		X		
		Test & Certification		X		
DIVISION 28 : ELECTRONIC SAFETY & SECURITY						
		Pull Box with Conduit Stubbed to Attic Concealing in Walls	X			
		Access Control		X		
		Video Surveillance		X		
		Gas Detection		X		
		Fire Alarm		X		
DIVISION 31 : EARTHWORK						
		Site Clearing / Degrub		X		
		Erosion Control		X		
	2160	Excavation & Grading		X		
		Spoilage Disposal		X		

Initials:

# Delineation of Responsibilities

Division	Sub	Description	BOXX	Mono Cty.	Optional	NA
DIVISION 32 : EXTERIOR IMPROVEMENTS						
		Paving		X		
		Curbs, Gutters, Sidewalks, Driveways		X		
		Fencing		X		
		Retaining Walls		X		
		Irrigation		X		
	2900	Landscaping		X		
		Site Restoration		X		
DIVISION 32 : UTILITIES (site)						
	2740	Domestic Water		X		
		Sanitary Sewage		X		
		Storm Water		X		
		Data / Comm-Backbone		X		

Initials:



This proposal is valid for 10 calendar days

## TIMELINE

<u>Estimated Completion</u>	<u>Milestone Description</u>
4-6 wks. after Receipt of Order	State Submittal of Construction Documents
18-20 wks. after State approval	Factory Fabrication
1 wk. after Fabrication	Transport
3 wks. after Delivery	Installation

## SCHEDULE NOTES

Within 10 days of receipt of order a detailed GANNT Chart will be submitted

Changes during the design during construction document development may cause delay

Extended approval duration of plans and specifications may cause delay.

Initials:

**PLEASE NOTE: THIS PROPOSAL IS CONTINGENT ON THE FOLLOWING CONDITIONS:**

1. Unless otherwise specified, Proposal is valid for 10 calendar days from the "Proposal Date". Building costs and production schedules change daily. At expiration of validity period Price and Delivery are subject to change without notice until Proposer accepts Order.
2. Any Project Schedule provided with the Proposal is an estimate. Project Schedule will be confirmed at or around the time of Award and may be subject to change orders throughout the Project.
3. Pricing quoted herein is based on an CA-HCD state approved modular building for a B occupancy using type SB construction. Additional requirements by the local authority having jurisdiction may be cause for a price adjustment.
4. The Proposal is submitted based on the understanding that the Agreement to be signed shall have terms and conditions, including payment terms, which are mutually agreed upon by both parties.
5. BOXX's willingness to enter into a contract at the price and/or terms of payment proposed is contingent upon satisfactory credit review and approval
6. BOXX's proposal is submitted subject to a mutually agreed upon Master Project/Milestone Schedule.
7. BOXX's proposal is based on newly manufactured modular structures. Delivery of the structures is dependent on the actual date an agreement is fully executed.
8. Due to volatility in fuel prices delivery charges are subject to a fuel surcharge at the time delivery is scheduled
9. BOXX's willingness to enter into a contract at the price and/or terms of payment proposed is contingent upon satisfactory credit review and approval.
10. Unless otherwise agreed to in advance as a condition of the Contract, price assumes the use of non-union labor at prevailing wages. Any requirement for the payment of union labor or a project specific labor agreement will result in additional charges.

Initials:

## General Contractor's License



[Home](#) | [Online Services](#) | [License Details](#)

### Contractor's License Detail for License # 1012474

**DISCLAIMER:** A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)). If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed ([B&P 7022.17](#)).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

#### Business Information

BOXX MODULAR INC  
3475 HIGH RIVER ROAD  
FORT WORTH, TX 76155  
Business Phone Number: (972) 492-4040

Entity: Corporation

Issue Date: 03/25/2016

Expire Date: 03/31/2024

#### License Status

This license is current and active.

Initials:

## HCD Dealer's License



[Home](#)

### Occupational License Detail — Dealer

License Number: DL1280869  
Licensee Name: BOXX MODULAR INC  
Status: Active  
Original Issue Date: 12/01/2015  
Expiration Date: 12/31/2023  
Business Name: BOXX MODULAR INC  
DBA Name:  
Main Location: 1844 WILSON AVE, UPLAND, CA 91784  
Participating Person: JOHN P DIBENEDETTO, Responsible Managing Employee  
Active Employees: 1  
Additional Locations:

## HCD Sales Person License



[Home](#)

### Occupational License Detail — Salesperson

License Number: SP908577  
Salesperson Name: JOHN P DIBENEDETTO  
Status: Active  
Original Issue Date: 05/31/1988  
Expiration Date: 05/31/2024  
Business Name: BOXX MODULAR INC DL1280869  
DBA Name:  
Main Location: 1844 WILSON AVE, UPLAND, CA 91784  
Additional Locations:

 Initials:


{Project Number}

{Proposal Date}

DIR Registration



Public Works Contractor Registration Search

 BOXX Modular, Inc.

Detail:

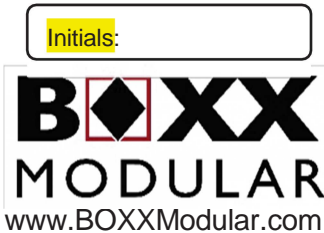
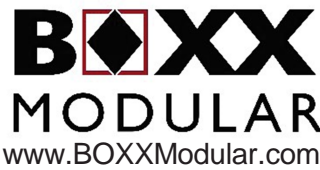
Registration Number:	PW-LR-1000903026
Status:	Active
CSLB Number:	1012474
Legal Entity Type:	Corporation
Mailing Address:	3475 High River Road Fort Worth TX 76155
County:	undefined
Craft:	
Email:	boxx-licensing@boxxmodular.com

Registration History

Effective Date	Expiration Date
7/1/2022	6/30/2023

EXTRA PAGE 5

BOXX Modular builds for you!



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OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

 Print

**MEETING DATE**    October 3, 2023

**Departments: Public Works**

**TIME REQUIRED**    5 minutes

**SUBJECT**            Update on Emergency Repair Benton  
Crossing Road and Northshore Drive

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Paul Roten, Public Works Director

---

### AGENDA DESCRIPTION:

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

Update on emergency road repairs on Benton Crossing Road and Northshore Drive.

---

### RECOMMENDED ACTION:

1. Receive update on the status of repairs. 2. Review the emergency action and either: (a) find that there is a need to continue the repair of Benton Crossing Road and Northshore Drive to make those roads safe for travel before winter snows and authorize the Public Works Director to continue procuring the necessary equipment, services, and supplies to continue emergency repairs on Benton Crossing Road and Northshore Drive, without giving notice for bids to let contracts (4/5 vote is required); or (b) find that the emergency repair work is complete and that this item need not appear on future agendas of the Board.

---

### FISCAL IMPACT:

The project will be primarily funded with Federal Emergency Management Agency. (FEMA) and California Governor's Office of Emergency Services (CALOES) assistance.

---

**CONTACT NAME:** Paul Roten

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

---

### SEND COPIES TO:

Susan Peters - [speters@mono.ca.gov](mailto:speters@mono.ca.gov)

---

### MINUTE ORDER REQUESTED:

☒ YES ☐ NO

---

### ATTACHMENTS:

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 [Staff Report](#)

---

History

Time	Who	Approval
9/18/2023 1:09 PM	County Counsel	Yes
9/18/2023 1:29 PM	Finance	Yes
9/20/2023 11:20 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 • [monopw@mono.ca.gov](mailto:monopw@mono.ca.gov) [www.monocounty.ca.gov](http://www.monocounty.ca.gov)

**To:** Honorable Chair and Members of the Board of Supervisors  
**From:** Paul Roten, Director of Public Works and Chad Senior, Associate Engineer  
**Re:** **UPDATE** - Emergency Road Repairs on Benton Crossing Road and Northshore Drive

### Background and Identified Emergency

Mono County proclaimed and ratified two emergency declarations due to the 2022/2023 Severe Winter Storms January and March 2023. Both emergency declarations are on-going at this time and will continue until terminated by the Board of Supervisors.

The 2022/2023 winter precipitation caused flooding, debris flows, scouring of road shoulders, saturation of pavement subgrades, all of which necessitated increased heavy equipment movement on Mono County's paved roads, causing failure of previously sound asphalt on many roads county-wide. This damage on Benton Crossing Road and Northshore Drive must be repaired prior to the upcoming winter season. Temporary measures will not be sustainable with required snow removal.

Per Resolution R23-062, the Board made findings, based on the evidence provided, that emergency conditions exist on Benton Crossing Road and Northshore Drive which require immediate repair and cannot be delayed by the time required for a competitive bidding process, so can be performed without solicitation per Public Contract Code section 22050. Further the board authorized the Director of the Department of Public Works to solicit informal quotes and to enter a sole source contract or contracts, approved as to form by County Counsel to complete the work.

### Update

In this update Public Works asks the board by a minimum of a 4/5 vote to:

1. Receive this update on the status of repairs as presented.
2. Review the emergency action and find that there is a need to continue the repair of Benton Crossing Road and Northshore Drive to make those roads safe for travel before winter snows.
3. Authorize the Public Works Director to continue procuring the necessary equipment, services, and supplies to continue emergency repairs on Benton Crossing Road and Northshore Drive, without giving notice for bids to let contracts. (4/5 vote is required.)

Please contact me at (760) 924-1812 or by email at [csenior@mono.ca.gov](mailto:csenior@mono.ca.gov) if you have any questions regarding this matter.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Chad Senior", is written over a horizontal line.

Chad Senior  
Associate Engineer



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE**    October 3, 2023

**Departments:** County Administrative Office

**TIME REQUIRED**    10 minutes

**SUBJECT**            Loan to June Lake Chamber of  
Commerce for Tourism Business  
Improvement District (TBID)  
Assessment and Planning

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Sandra Moberly, County  
Administrative Officer

### AGENDA DESCRIPTION:

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

Proposed agreement with the June Lake Chamber of Commerce pursuant to which County would loan the Chamber funds to investigate and develop materials related to the potential establishment of a Tourism Business Improvement District (TBID) in June Lake, California.

### RECOMMENDED ACTION:

Approve, and authorize Chair to sign, loan agreement with the June Lake Chamber of Commerce to support the Chamber's investigation of a possible TBID in June Lake for the period September 5, 2023, through September 4, 2024, and a not-to-exceed amount of \$47,000.

### FISCAL IMPACT:

\$47,000, borrowed from the County's General Fund, to be repaid by the Chamber out of the proceeds of the TBID, if established, or from other sources if not established. Interest accrues at 5%.

**CONTACT NAME:** Stacey Simon

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

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

☐ YES ☒ NO

### ATTACHMENTS:

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☐ [Staff report](#)

☐ [Loan Agreement](#)

History

Time	Who	Approval
9/22/2023 11:34 AM	County Counsel	Yes
9/22/2023 1:28 PM	Finance	Yes
9/26/2023 2:11 PM	County Administrative Office	Yes



**COUNTY ADMINISTRATIVE OFFICER**  
**COUNTY OF MONO**  
Sandra Moberly, MPA, AICP  
PO Box 696  
Bridgeport, CA 93517-0696  
(760) 932-5410  
[smoberly@mono.ca.gov](mailto:smoberly@mono.ca.gov)  
[www.mono.ca.gov](http://www.mono.ca.gov)

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Kathryn Peterson  
**INFORMATION TECHNOLOGY**  
Milan Salva "Interim"

**PROBATION**  
Karin Humiston  
**PUBLIC WORKS**  
Paul Roten

To: Board of Supervisors

From: Sandra Moberly, County Administrative Officer

Date: October 3, 2023

Re: Loan to June Lake Chamber of Commerce of funds to investigate and develop materials related to the establishment of a tourism business improvement district in June Lake

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

☒ A Thriving Economy ☐ Safe and Healthy Communities ☐ Mandated Function  
☐ Sustainable Public Lands ☐ Workforce & Operational Excellence

**Discussion**

The June Lake Chamber of Commerce would like to explore the possibility of establishing a tourism business improvement district (or TBID) within June Lake. To do this, the Chamber has requested a \$47,000 loan from the County to enable it to conduct the necessary research, investigations and, if determined to be warranted, prepare the required documentation to bring a TBID proposal forward to the County.

The proposed loan presented for Board consideration today is for an amount up to \$47,000, at 5% interest per annum. If a TBID is ultimately established, then the loan provides for repayment out of the proceeds of the TBID assessment. If a District is not ultimately established, then the loan agreement provides for the Chamber and the County to meet to discuss the terms and timing of repayment. As drafted, no loan funds could be used to support political activities related to establishment of a TBID.

**About TBIDs:**

Where a TBID is established, an assessment is imposed upon specified classes of properties or businesses (e.g., all businesses, or only lodging businesses) within the District's boundaries. The funds are used to provide certain activities or services which are not currently provided by the City or County which offer a special benefit to those properties or businesses, and typically also provide an indirect community benefit. The details, including but not limited to, the amount of the assessment, the purposes to which it would be put, the District boundaries, the businesses or properties upon which it would be imposed, etc.) must be laid out in detail in a District Management Plan ("Plan") developed by TBID's sponsors in the community.

Ultimately, for a TBID proposal to move forward from community concept to adopted District, business owners who would pay at least 50% of the amount proposed to be assessed must sign a petition and submit it to the Board of Supervisors. Upon receipt of such a petition, along with a summary of the Plan, information regarding where the complete Plan may be obtained, and a map of the proposed District, the Board of Supervisors may then adopt a Resolution of Intention to form the TBID.

Once the Resolution of Intention is adopted, at least two publicly-noticed hearings are required. If written protests are received from the owners of the businesses in the District which would pay 50% or more of the proposed assessment, then the Board may not move forward with the proposal. If such protests are not received, and the Board determines to establish the TBID, the Board would then adopt a Resolution of Formation and the assessment would be levied by the County. Note that businesses typically pass the costs of the assessment through to their customers.

**LOAN AGREEMENT**  
**between**  
**THE COUNTY OF MONO**  
**and**  
**THE JUNE LAKE CHAMBER OF COMMERCE**  
**for**  
**FUNDS TO INVESTIGATE AND DEVELOP MATERIALS RELATED TO**  
**THE POTENTIAL ESTABLISHMENT OF A TOURISM BUSINESS IMPROVEMENT**  
**DISTRICT IN JUNE LAKE, CALIFORNIA**

This loan agreement (“Agreement”) is entered into as of the effective date herein by and between the County of Mono and the June Lake Chamber of Commerce; and

**WHEREAS**, the County of Mono (“County”) is a political subdivision of the State of California with duties and responsibilities set forth in various provisions of the California Constitution, and state laws and regulations; and,

**WHEREAS**, the June Lake Chamber of Commerce (“Chamber”) is a private, not-for-profit entity organized pursuant to Internal Revenue Code section 501(c)(6) which is devoted to improving business conditions within the unincorporated area of Mono County commonly referred to as June Lake; and

**WHEREAS**, the County and Chamber (separately a “Party”, collectively the “Parties”) are separate legal entities, with separate and distinct duties and responsibilities as set forth in their respective organic laws and organizational documents; and

**WHEREAS**, the Chamber wishes to explore the possibility of establishing a tourism business improvement district (TBID) within June Lake pursuant to California Streets and Highways Code sections 36606 et seq., pursuant to which certain classes of businesses would propose the imposition of an assessment upon their own operations to be used for the purposes set forth in section 36606 (i.e., to fund the acquisition, construction, installation or maintenance of improvements, or the provision of activities such as security, sanitation, graffiti removal, street and sidewalk cleaning and other services supplemental to those normally provided by the County), for the benefit of their businesses; and

**WHEREAS**, the County, as the entity with legal authority to adopt the assessment on behalf of private businesses in June Lake if properly requested to do so, has an interest in learning

what benefits the establishment of a TBID could provide to the June Lake business community; whether establishment of a TBID is supported by affected businesses in June Lake; and whether and what secondary public benefits could incidentally accrue as a result of the imposition of a TBID assessment upon businesses in June Lake; and

**WHEREAS**, the Board of Supervisors finds that there is a public purpose served by assisting the Chamber to develop information regarding and assess the feasibility of establishing a TBID in June Lake (the “TBID Evaluation Project”) in order to inform potential future decisions by business owners and the County regarding whether a TBID should be enacted for June Lake; and

**WHEREAS**, accordingly, the Board is willing to loan funds to the Chamber for the purposes and in accordance with the terms and conditions set forth in this Agreement; and

**NOW THEREFORE,**

For good and valuable consideration, the sufficiency of which is hereby acknowledged, the County and the Agency agree as follows:

1. Reimbursement and Funding.

Subject to all other terms of this Agreement the County shall loan to the Chamber \$47,000 (the “Loan”) for the purpose of funding the TBID Evaluation Project. No portion of the Loan may be used to advocate for or promote the TBID, but funds may be used to provide accurate factual information about the TBID to the County and/or the general public.

2. Effective Date and Term.

The effective date of this Agreement shall be the date last signed by either of the Parties. This Agreement shall be effective until all funds are repaid by the Chamber to the County pursuant to Paragraph 3 or the Agreement is terminated early pursuant to Paragraph 4.

3. Repayment.

To the extent permitted by law, if a TBID is ultimately enacted for June Lake, repayment under this Agreement shall be made through withholding, by County, of an amount equal to the Loan, plus interest at a rate of 5% per annum, from assessments collected pursuant to the TBID, until the total amount owed is recovered. If the TBID is not enacted, the parties shall meet and confer in good faith regarding the ability of the Chamber to repay the Loan and the appropriate terms of such repayment.

4. Early Termination.

Should the County or the Chamber determine that the TBID Evaluation Project or a portion of the TBID Evaluation Project should be abandoned, either may terminate this Agreement upon 10

days written notice to the other Party. Any portion of the Loan not yet spent or committed shall be returned to the County within 10 days of termination.

5. No Additional Payments.

Except as may be specifically agreed to in writing by the County, or as specifically set forth in this Agreement, the County shall not be liable to the Chamber for any further loans, payments, costs or expenses of any kind with respect to the TBID Project other than the Loan outlined in this Agreement.

6. No Further Obligations.

Nothing in this Agreement binds the County to any further obligations with respect to the TBID Evaluation Project nor specifically binds the County to approve a TBID for June Lake, if one is ultimately proposed.

7. Environmental Review.

This Agreement is for funds to support assessment, analysis and the preparation of documents and it is not reasonably foreseeable that these activities could impact the environment.

8. Indemnification.

To the maximum extent permitted by law, the Chamber shall defend, indemnify and hold harmless the County, its officers, agents, and employees, from and against any and all demands, claims, causes of action, suits, judgments, liabilities, liens, losses, damages, expenses, fines, penalties and assessments (collectively, "damages") incurred or sustained by the County arising from or related to the performance by the Chamber of its obligations under this Agreement excepting therefrom any damages arising from or related to the gross negligence or willful misconduct of the County, its officers, agents, or employees.

9. General Provisions.

A. No Assignment. The Chamber shall not assign or transfer this Agreement, or any part thereof, without the written consent of the County, nor shall the Chamber assign any monies due or to become due to the Agency hereunder without the previous written consent of the County. Notwithstanding the foregoing, the Chamber may contract with a third party to perform all or a portion of the TBID Evaluation Project.

B. Independent Contractor. Nothing in this Agreement shall be construed or interpreted to make the Chamber, its employees, agents or contractors anything but independent contractors, and in all the Chamber's activities and operations pursuant to this Agreement, the Chamber, its employees, agents and contractors shall not, for any purposes, be considered employees or agents of the County.



C. Authority to Bind the County. It is understood that the Chamber, in the performance of this Agreement, has no authority to bind the County to any agreements or undertakings with respect to any and all persons or entities with whom the Chamber deals in the course of business.

D. Notices. All notices regarding performance under this Agreement shall be sent by hand delivery, electronic mail, or U.S. mail (certified mail, return receipt requested and postage prepaid) to the persons and addresses listed below. Either party may change the designated person by notice to the other party. If sent by U.S. mail, delivery shall be presumed 5 days following deposit with the U.S. Postal Service.

Chamber: Attn: President P.O. Box 2 June Lake, CA 93529	County: Sandra Moberly County Administrative Officer P.O. Box 696 Bridgeport, CA 93517  Copy to: Mono County Counsel P.O. Box 2415 Mammoth Lakes, CA 92546
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E. Modifications. This Agreement may be modified or amended only by written agreement of the Parties. No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the Parties hereto.

F. No Waiver. No covenant or condition of this Agreement can be waived except by the written consent of the County. Forbearance or indulgence by the County in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the Chamber. The County shall be entitled to invoke any remedy available to the County under this Agreement or by law or in equity despite said forbearance or indulgence.

G. Sole Agreement. This Agreement contains the entire agreement of the Parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this Agreement shall be of no force or effect excepting a subsequent modification in writing, signed by the Parties hereto.

H. Venue. If any Party herein initiates an action to enforce the terms hereof or declare rights hereunder, the parties agree that venue thereof shall be the County of Mono, State of California.

I. Construed Pursuant to California Law. The Parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California.

J. Authority to Execute. The persons executing this Agreement on behalf of their respective Party represent and warrant that they have, or have received, the proper authority to so execute this Agreement.

IN WITNESS WHEREOF, the County and the Chamber have caused this Agreement to be executed:

June Lake Chamber of Commerce

County of Mono

By \_\_\_\_\_  
Amanda Spencer  
President

By \_\_\_\_\_  
Sandra Moberly  
County Administrative Officer

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

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

Approved as to form:

County of Mono

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

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



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE**    October 3, 2023

**Departments:** County Administrative Office

**TIME REQUIRED**    10 minutes

**SUBJECT**            Discussion regarding Federal  
Government Shutdown and Potential  
County Impacts

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Sandra Moberly, County  
Administrative Officer

### AGENDA DESCRIPTION:

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

Discussion regarding Federal Government Shutdown and Potential County Impacts.

### RECOMMENDED ACTION:

Staff recommends that the Board discuss the possible Federal Government Shutdown and provide direction to staff to draft letters to federal agencies advocating for continuity of services.

### FISCAL IMPACT:

None.

**CONTACT NAME:** Sandra Moberly

**PHONE/EMAIL:** /

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

☐ YES ☒ NO

### ATTACHMENTS:

Click to download
<a href="#">CSAC Letter</a>

### History

Time	Who	Approval
9/28/2023 2:24 PM	County Counsel	Yes
9/28/2023 2:02 PM	Finance	Yes
9/28/2023 2:26 PM	County Administrative Office	Yes

SEPTEMBER 26,  
2023

## SPECIAL REPORT

### Federal Government Shutdown: Potential County Impacts

With just days remaining before funding authority runs out for the entirety of the federal government – and with no clear legislative pathway to a new budget deal – the prospects for a government shutdown appear to be growing. While some observers are predicting that a shutdown could drag on for weeks, it is impossible to forecast the length of any such disruption in government operations given the volatility of the current political climate on Capitol Hill.

For historical context, there have been 20 federal government shutdowns since 1977 (when the United States shifted the start of the fiscal year to October 1), with federal work stoppages ranging in length from a matter of hours to several weeks. The most recent shutdown – which, at 35 days, was also the longest on record – occurred in 2018/2019 after then-President Donald Trump and congressional Democrats sparred over funding for the construction of a wall along the U.S.-Mexican border.

A look at the 35-day shutdown provides a general indication of what counties might expect if there is an extended lapse in federal funding beginning October 1. It is important to note, however, that only roughly one quarter of the federal government was affected by the shutdown, as six major departments (HHS; Labor; Energy; Education; Defense, and, Veterans Affairs) had already received full-year appropriations. In the end, and while there were some local programmatic effects due to the partial stoppage, much of the impact was macroeconomic. According to the Congressional Budget Office (CBO), the Trump-era shutdown cost the U.S. economy \$11 billion, including a permanent \$3 billion loss in Gross Domestic Product (GDP).

#### STATUTORY BACKGROUND – AGENCY OPERATIONS DURING A LAPSE IN APPROPRIATIONS

Pursuant to the *Antideficiency Act*, federal agencies are explicitly prohibited from incurring obligations that are in advance of, or exceed, an appropriation (31 U.S.C. § 1341(a)(1)(A) and (B)). However, the U.S. Department of Justice has determined that an agency may incur an obligation in the absence of an appropriation in certain “excepted” situations, including if the function addresses the protection of human life or property.

In recent shutdowns, many federal departments and agencies have increasingly designated a subset of their employees as “excepted” (also often referred to as “essential” employees) because they deal with national security or other matters that concern public safety. Accordingly, a number of key federal functions and programs will continue if lawmakers fail to approve a new

budget by October 1. For example, the nation's 1.3 million active-duty troops would continue to serve at their stations, albeit without pay. Likewise, federal border patrol agents, federal law enforcement officials, and air traffic controllers would all report to work. Once federal funding resumes, the government is required by law to repay all federal employees. Federal contractors, however, would *not* be compensated for any missed time.

### **WHICH LOCAL PROGRAMS ARE AFFECTED (AND NOT AFFECTED) BY A SHUTDOWN?**

Generally, **mandatory spending programs** – including Medicare and Social Security – are *not* affected by a government shutdown, as these programs are permanently funded. All told, roughly two-thirds of federal grant funding to States (a sizeable portion of which is passed on to local governments) is considered mandatory/entitlement spending.

Federal **discretionary spending programs**, however, would – or more appropriately, ***could* – be impacted by a shutdown, with the extent of any impacts depending largely on the duration of the lapse in appropriations.** For example, if the federal government shuts down for just a few days, many programs – including county-administered programs that receive federal appropriations either directly or through the State – are unlikely to be significantly affected. This is the result of the fact that many federal agencies likely have carryover funds (FY 23 dollars) that would allow them to operate key programs for a limited time.

Moreover, it is important to note that in a number of prior government shutdowns, States opted to keep most joint federal/state/local programs and services running. In most of these cases, States were subsequently reimbursed for their expenditures by Congress.

Looking ahead, if the current budget stalemate on Capitol Hill persists and a shutdown were to drag on for a month or more, many federal discretionary programs are likely to be impacted, with those impacts reverberating down to the local programmatic level. Although the full extent of any potential government shutdown cannot be reliably forecast, each federal department has developed its own contingency plan in the event there is a gap in appropriations. For its part, the White House Office of Management and Budget (OMB) has a **clearinghouse of all agency contingency plans**, which can be found [here](#). While some departments and agencies have updated their plans as recently as this month, a number of major departments are relying on contingency plans that date back to 2021.

Notably, and in the absence of fully updated contingency plans, the White House Office of Intergovernmental Affairs has indicated that **individual departments and agencies are expected to release shutdown “guidance” in the very near future.** Once that guidance becomes available, we will send out an updated version of this report.

To follow is a synopsis of how the impending shutdown is expected to impact key county-related programs and policies.

## **Health Programs**

The Department of Health and Human Services' (HHS) Centers for Medicare and Medicaid Services (CMS) has indicated that it will have sufficient funding for the Medicaid program for the first quarter of FY 2024 based on advance spending that was provided for in the FY 2023 *Consolidated Appropriations Act* (P.L. 117-328). Furthermore, CMS has stated that it will maintain the staff necessary to make payments to eligible states for the Children's Health Insurance Program (CHIP). With regard to the Health Resources and Services Administration (HRSA), the agency has indicated that it will operate the Community Health Centers program based on carryover funding, as well as the Ryan White AIDS program.

## **Temporary Assistance for Needy Families Program**

The authorization for the TANF program expires at the end of FY 2023. As in prior shutdowns, the continuation of the program would depend on the amount of funding a state has from its prior year allocation and any reserves it may have from past years. States may also use their maintenance of effort funds to administer the TANF program.

## **Foster Care**

The Title IV-E Foster Care program has first quarter advance funding for FY 2024, which would extend program operations through December 31, 2023.

## **Mental Health and Substance Use Disorder Services**

According to HHS, most Substance Abuse and Mental Health Services Administration (SAMHSA) grants awarded in the prior year will have funds that remain available to be spent by grantees, including the 988 and Behavioral Health Crisis Services program, the State Opioid Response Grant program, and the mental health and substance abuse block grants.

## **Nutrition Programs**

The Supplemental Nutrition Assistance Program (SNAP) is funded through October 2023 and, in the event of a shutdown, a \$3 billion national reserve would extend the program for an additional week (or more) into November.

According to the U.S. Department of Agriculture (USDA), the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) would only be able to provide benefits for several days in the event of a shutdown. However, pursuant to a recent press report, a spokesperson for the California Department of Public Health (CDPH) has stated that they believe that even without additional federal funding, CDPH will have enough money to avoid turning people away and putting them on waiting lists.

## **Social Security/Medicare/SSI**

As mandatory spending items, Social Security and Medicare benefits are financed from their respective trust funds and are therefore not affected by a shutdown. Supplemental Security Income (SSI) also would not be affected by a shutdown given that it is an entitlement and not subject to the appropriations process.

## **Housing and Community Development**

The Department of Housing and Urban Development's (HUD) Office of Community Planning and Development (CPD) has signaled that it will continue to make previously unobligated FY 2023 funds available to CDBG, HOME, Continuum of Care (CoC), Housing Opportunities for Persons with HIV/AIDS (HOPWA), Homeless Assistance Grants, and other grant programs available for draw down by CPD grantees in the event of a shutdown.

In addition, HUD will make payments under previously obligated Section 8 contracts, rent supplement contracts, and other similar programs. HUD also has stated that it will work to find financial alternatives if previously obligated Section 8 or Project Assistance Rental Contract allocations are insufficient to support ongoing program operations.

Additionally, Public Housing programs will be able to draw down funds from the Line of Credit Control System (LOCCS) that had been previously obligated and which can be drawn down without further action or review by HUD employees.

Finally, HUD officials have stated that Housing Choice Voucher Program funds that were previously obligated would be disbursed at their normally scheduled time, suggesting that there would be no interruption in program operations.

## **Child Care**

According to estimates released by the White House, roughly 10,000 children are expected to lose access to child care starting in October as a result of shutdown-induced disruptions to Head Start, which provides grants to child care organizations. It should be noted that the potential shutdown would exacerbate what is already expected to be a child-care crisis this fall, as Congress is not expected to renew pandemic-era funding that boosted child-care programs, which, by some estimates, could result in the closure of 70,000 child-care centers, totaling 1 in 3 nationally, starting next month.

## **Transportation**

### **Federal Highway Administration**

Consistent with previous shutdowns, Federal Highway Administration (FHWA) operations will continue as normal during a lapse in annual appropriations due to the fact that agency personnel and programs are primarily funded by contract authority and are paid out of the Highway Trust Fund. Accordingly, construction work is expected to continue on all federal-aid highway and bridge projects without interruption and FHWA will continue to reimburse states for any projects that were approved prior to the shutdown.

### **Federal Transit Administration**

Under previous shutdowns, Federal Transit Administration (FTA) employees were furloughed and transit operating activities and construction projects were temporarily impacted. This year, however, FTA operations would not be affected by a shutdown due to the fact that all agency

activities and personnel are funded through the Highway Trust Fund and a series of advanced appropriations under the *Infrastructure Investment and Jobs Act* (IIJA; P.L. 117-58).

### Federal Aviation Administration

According to the Department of Transportation, many essential FAA functions (such as air-traffic control and Transportation Security Administration (TSA) screening activities, etc.) will proceed as usual if there is a government shutdown. However, the Department has indicated that a number of other key functions would cease, including all Airport Improvement Program (AIP) activities, passenger facility charge approvals, training of all air traffic control specialists, capital planning and environmental services, and aviation rulemaking, among other activities.

Potentially further complicating the aviation policy landscape, the *legal authorization* for the FAA is slated to expire on September 30. If Congress fails to approve a short-term extension of the FAA, the agency's spending and revenue-collecting authority will technically expire. Looking ahead, lawmakers are hoping to approve a new five-year aviation reauthorization package later this year.

### **Justice Programs**

The Department of Justice (DOJ) has not updated its federal shutdown contingency plan since September of 2021. However, per previous shutdowns and in light of the essential functions carried out by many of the Department's law enforcement agencies, the Federal Bureau of Investigation, the Drug Enforcement Administration, the U.S. Marshals Service, and other key agencies would continue to operate.

With regard to DOJ grant programs, it is expected that the Department would be able to temporarily continue a number of state/local grant activities given the existence of FY 2023 carryover funding. Accordingly, programs administered by the Office of Justice Programs, the Office of Violence Against Women, and the Community Oriented Policing Services would continue, albeit for a limited duration pending new appropriations.

### **DHS/FEMA/Disaster Relief**

The Department of Homeland Security (DHS) houses a number of essential agencies that would remain operational during a shutdown. For example, the Department designates over 95 percent of TSA employees as "excepted," meaning they will report to work during a lapse in appropriations. Likewise, over 90 percent of U.S. Customs and Border Patrol employees and over 80 percent of U.S. Immigration and Customs Enforcement personnel fall into the excepted category.

With regard to the Federal Emergency Management Agency (FEMA), nearly 85 percent of the agency's employees would report to work if the government shuts down. However, the agency's primary disaster relief and recovery fund has fallen to roughly \$2.4 billion, a level that the agency has determined is unsustainable during the current hurricane season.



In anticipation of a potential shutdown, FEMA last month began rationing disaster relief dollars, pausing almost \$1.5 billion in long-term recovery projects to ensure it has enough cash on hand in the event of a major disaster. Absent new appropriations in the near future, FEMA leadership has indicated that the agency lacks funding to cover all of its ongoing lifesaving operations, should a major disaster strike.

### **U.S. Forest Service**

The Forest Service has indicated that it will apply unobligated prior year funds to pay all of its employees at the onset of a lapse in appropriations. Once funds are exhausted, an operation that requires the presence of a Forest Service employee to protect land or property would generally continue, while all other operations would be suspended. Law enforcement officers and some recreation staff would continue to work and would perform the majority of the asset protection and public safety work, though reimbursement for cooperative law enforcement agreements could be delayed for state, local and tribal law enforcement partners.

In addition, forest management activities and grazing permits would continue, subject to available funding. However, grants that provide funding for hazardous fuels treatments, assistance to private landowners, insect and disease treatments, other forest management activities on state and private lands could be delayed. In addition, state and local fire departments' ability to train firefighters and acquire necessary equipment could be delayed. Projects conducted under Good Neighbor Authority agreements, as well as all active timber sale contracts, Stewardship Contracts, Stewardship Agreements, and service contracts that are directly connected to timber harvesting may continue, though it should be noted that local governments would not receive reimbursement for ongoing forest management work on non- federal lands.

### **Agriculture/Rural Development**

USDA has not updated its contingency plan since October of 2020. Pursuant to the current plan, however, USDA's Farm Service Agency would continue programs with mandatory funding or sufficient carryover funding and would continue accepting applications for Mandatory Farm Programs, Conservation Programs, Disaster Assistance and Farm Loan programs. Direct and Guaranteed Farm Loans and State Mediation Grants, among other programs not covered by mandatory or carryover funding, would cease.

With regard to Rural Development, the office would have limited operations during a shutdown, which would only encompass a very limited set of excepted activities. For example, Rural Development would continue to preserve its loans and grant portfolio and would work to support other mission-critical activities.

### **National Parks**

While National Parks, National Monuments, and memorials may still be accessible to visitors, services would be extremely limited or, in most cases, not available during a shutdown. This includes restroom access, trash collection, facilities and roads maintenance, campground

reservation, and public information services. If a facility or area is locked or secured during non-business hours (buildings, gated parking lots, etc.), it will be locked or secured for the duration of the shutdown. It should be noted that parks may enter into arrangements with local governments, cooperating associations, and/or other third parties for donation of specified visitor services, though the National Park Service has indicated that it would not reimburse third parties for such services. In terms of staffing, wildland fire personnel required for active fires or for monitoring areas currently under a fire watch would remain on duty. All other wildland firefighters, emergency responders, and law enforcement personnel would be placed on furlough but could be called back if an emergency situation were to arise.

### **Energy and Environment**

The Environmental Protection Agency (EPA) has not updated its contingency plan since September of 2021. However, according to the White House, most EPA-led inspections at hazardous waste sites, as well as drinking water and chemical facilities, would cease under a shutdown. In addition, EPA would halt oversight and review of clean air and water permits and efforts to address environmental contaminants, including PFAS, would be delayed.

The Biden administration also has indicated that the shutdown will heavily impact the regulatory work being done at various federal resource agencies, including rules and regulations implementing key programs that were authorized under the *Inflation Reduction Act* (P.L. 117- 169). Likewise, the Interior Department's offshore oil and natural gas drilling plan, which is already four years behind schedule, would face further delays, as would new regulations limiting methane emissions from the oil and gas sector.

With regard to the Department of Energy, its contingency plan, although updated on September 6, 2023, lacks program-level specificity in the event of a shutdown. The Department does indicate that employees performing activities funded by multi-year appropriations would continue working after available balances from DOE's base appropriations are exhausted. Notably, DOE has received multi-year appropriations through both the IIJA and the IRA.

### **Tax and Finance**

The Department of the Treasury is currently working to update its contingency plan (the plan was last updated in December of 2021). With regard to the Internal Revenue Service (IRS), the agency may be largely insulated from a government shutdown because of new funds it received from the IRA. While Treasury's previous contingency plan indicated that the IRS would be kept fully operational during a shutdown due to the new IRA funding, the National Treasury Employee Union has indicated that the IRS is developing a new plan that involves furloughing some workers.

### **Veterans Affairs**

According to the Department of Veterans Affairs' (VA) contingency plan, Veterans Health Administration facilities are expected to remain open and operating fully, with most employees remaining on the job due to the existence of advanced appropriations.

The VA has also ruled that compensation and pension benefits, as well as housing and burial services, are among the benefits that would remain available during a shutdown.

### **U.S. Postal Service**

A number of quasi-governmental functions would not be impacted by a lapse in federal appropriations, including the U.S. Postal Service, which generates its own revenue. Accordingly, all regular postal services would continue during a shutdown.

### **Note: U.S. Department of Labor and U.S. Department of Interior**

As of this writing, the Departments of Labor and Interior do not have contingency plans posted for public review. Rather, the departments are in the process of updating their plans and are expected to release revised documents in the coming days.





OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE**     October 3, 2023

**Departments: Health and Human Services**

**TIME REQUIRED**     10 minutes

**SUBJECT**             Terms and Conditions of Employment  
and Job Description - Health and  
Human Services

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Kathy Peterson, Health, and Human  
Services Director

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### AGENDA DESCRIPTION:

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

Board approval of two new position descriptions within the Health and Human Services (HHS) Department (HHS Deputy Director and HHS Chief Fiscal Officer) and approval of terms and conditions of employment reclassifying existing employee Stephanie Butters as HHS Chief Fiscal Officer.

---

### RECOMMENDED ACTION:

(1) Approve the Health and Human Services Deputy Director and Chief Fiscal Officer position descriptions; and (2) Announce fiscal impact and adopt proposed Resolution Approving Agreement Regarding Terms and Conditions of Employment for Stephanie Butters as Chief Fiscal Officer.

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### FISCAL IMPACT:

This item increases spending for the remainder of this fiscal year by \$16,317, of which \$13,777 is salary and \$2,541 is benefits. The annual cost of this position is currently \$156,049. If this item is approved, the annual cost will be \$171,829, of which \$123,427 is salary and \$48,402 is benefits. The fiscal impact of this item is included in the Health and Human Services FY 2023-24 adopted budget.

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**CONTACT NAME:** Kathy Peterson

**PHONE/EMAIL:** 7609241763 / kpeterson@mono.ca.gov

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### SEND COPIES TO:

kpeterson@mono.ca.gov

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### MINUTE ORDER REQUESTED:

☒ YES ☐ NO

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### ATTACHMENTS:

Click to download
<a href="#">staff report</a>
<a href="#">Attachment A</a>

[Attachment B](#)

[Resolution - Employment Agreement](#)

[Terms and Conditions of Employment](#)

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#### History

Time	Who	Approval
9/22/2023 1:24 PM	County Counsel	Yes
9/22/2023 1:23 PM	Finance	Yes
9/26/2023 2:25 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

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### MEMO

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**TO:** Mono County Board of Supervisors  
**FROM:** Kathryn Peterson, Health and Human Services Director, 760-924-1763  
**SUBJECT:** **Board approval of two new position descriptions within the Health and Human Services (HHS) Department (HHS Deputy Director and HHS Chief Fiscal Officer) and approval of terms and conditions of employment reclassifying existing employee Stephanie Butters as HHS Chief Fiscal Officer, an at-will position, at Range 14, Step D**  
**DATE:** October 3, 2023

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The Mono County Board of Supervisors approved a consolidation of the departments of Public Health and Social Services into one, consolidated Health and Human Services (HHS) Department effective August 2023. As part of the consolidation, the Board approved an organizational structure for the HHS Department including the creation of new position descriptions.

Two new position descriptions are presented for Board approval with this memo: Health and Human Services Deputy Director and Health and Human Services Chief Fiscal Officer. Both positions were added to the At-Will Salary Matrix by resolution during the FY 2023-24 budget process. Both position descriptions have been approved as to form by the County Human Resources Department and County Administrative Officer.

The Health and Human Services Deputy Director (At Will Range 18) will report to the HHS Director and serve as day-to-day lead over core operations, including Eligibility and Employment; Children's Services; Adult Services and Public Guardian/Administrator; Community Health; and Clinical Services. Approximately 67% of salary and benefits for the HHS Deputy Director position will be allocated to Social Services and 33% to Public Health based on the number of employees in each division, and 10% to the Public Guardian budget. The HHS Department will conduct a new recruitment upon approval of the position description.

The Health and Human Services Chief Fiscal Officer (At Will Range 14) will report to the HHS Director and is responsible for the fiscal, budgetary, and other administrative operations of the multi-divisional HHS Department. Stephanie Butters has served in an out-of-class capacity as Staff Services Manager-Fiscal for both Social Services and Public Health since January 2023. Ms. Butters will be assuming the role of HHS Chief Fiscal Officer, and with this agenda item I am asking the Board to approve the terms and conditions of her at-will employment in this new position. Approximately 67% of salary and benefits for the HHS Chief Fiscal Officer position will be allocated to Social Services and 33% to Public Health based on the number of employees in each division.

Thank you for your consideration. Please don't hesitate to call me with any questions.



**MONO COUNTY**  
**Date Revised:**

**BARGAINING UNIT:** At-Will  
**Salary Range:** 18

## **Health and Human Services Deputy Director**

### **DEFINITION**

Under the direction of the Department Director, this position organizes, coordinates and implements significant HHS integrated service plans; provides ongoing oversight of multiple and significant client service programs, administrative functions, and operational activities; provides proactive and positive support to departmental and multi-disciplinary teams; actively participates as a member of the Department executive team; participates in strategic planning, policy development, and legislative analysis; and serves as a Department liaison to a variety of internal and external contacts.

### **DISTINGUISHING CHARACTERISTICS**

The Deputy Director of Health and Human Services is an at-will position. This position recognizes a senior level of administration and management oversight within a major County department. The incumbent manages multiple and complex programs and budgets equivalent in scope and impact to small and mid-size departments within the County organization. The responsibilities of this position demand comprehensive knowledge and expertise in the delivery of health and human services programs, a high level of initiative, independent judgment, and discretion, as well as strong and effective management and leadership skills.

### **SUPERVISION RECEIVED AND EXERCISED**

Receives general supervision from the Health and Human Services Department Director.

Exercises direct supervision over assigned Program Managers and programs under their purview.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

Include, but are not limited to the represented duties below. Other administrative duties may be assigned.

- Serve as an executive team member; develop, initiate and implement departmental policies, procedures and systems; participate in the identification and allocation of fiscal, staffing, and material resources; and contribute to the problem solving, decision-making, and planning activities of the Department.
- Oversee and participate in the development of the Department's work plan for assigned functions; assign work activities, projects, and programs; monitor workflow; review and evaluate work products, methods, and procedures.

- Participate in the development and administration of Health and Human Services budgets; forecast additional funds needed for staffing, equipment, materials, and supplies; monitor and approve expenditures; implement adjustments, as appropriate.
- Plan and coordinate the design and development of integrated service plans; initiating collaborative efforts among relevant federal, state, and local agencies and community groups; serve as a representative of the Department with other County departments and outside organizations when requested.
- Assist in the coordination of activities of the Department with those of other Departments and outside agencies and organizations; prepare and present staff reports and other necessary correspondence.
- Directly, or through Department supervisory staff, select, train, motivate, and evaluate personnel within assigned divisions; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedures.
- Direct the investigation and resolution of complaints/concerns related to designated program areas and activities; identify and initiate solutions to major issues involving policy, client service delivery, and organizational changes and directions.
- Organize, coordinate and provide leadership to a variety of committees and task forces within the Department in response to identified needs, special assignments, enhanced communications, and the over-all and on-going commitment to team management and the facilitation of employee empowerment.
- Implement improvements, determine, and recommend plans for establishing new service programs or major changes in methods or levels of service delivery.
- Analyze and evaluate program results as related to objectives and policy guidelines; review program funding needs, and control program activities within budgetary limits or policies.
- Provide senior executive leadership input to the preparation of annual Department budgets; justify fund requests and staff allocations; ensure that budget is administered within Board of Supervisors approved expenditure and revenue levels as requested by the Department Director.
- Establish and maintain liaison with representatives of State, Federal, and local agencies, and associations and commissions as requested by the Department Director.
- Make public presentations before the Board of Supervisors, professional organizations, or public groups to provide information on Departmental programs and goals as requested by the Department Director.
- Provide coverage for the Department Director when not available.
- Perform related duties as assigned.

## **MINIMUM QUALIFICATIONS REQUIRED**

### **Education and Experience**

Any combination of experience and training that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:



**Experience:**

Four years of increasingly responsible experience in social services or public health, including two years of significant administrative managerial experience working in a public agency.

**Training:**

Equivalent to a bachelor's degree from an accredited college or university with major course work in Public Administration, Public Health, Social Work, or a related field.

Candidates that possess a Master's degree or Doctorate may qualify at a higher step.

**Licenses and Certifications**

Possession of, or ability to obtain, a California driver's license.

**KNOWLEDGE, SKILLS, AND ABILITIES:**

**Knowledge of:**

- Principles and practices of Health and Human Services to include public health, social services and other assigned programs: rules, regulations, State and Federal program policies, and procedures.
- Principles and techniques of organization, administrative management, budget preparation, and fiscal control.
- Program development, analysis, and evaluation of programs, policies and operational needs.
- Principles and practices of personnel administration, effective management, supervision, and training.
- Principles and procedures associated with hiring, evaluating, training, and disciplining employees.
- Organizational and management practices as applied to analysis and evaluation of programs, policies, and operational needs.
- Governmental codes, laws, rules, and regulations, legislative process, and practices and policies relating to health and social services programs.
- Communication, teambuilding, motivation, mentoring and conflict resolution.
- Public information and contract administration.
- Intergovernmental relationships and regulations affecting community service delivery.

**Ability to:**

- Plan, direct, interpret, and evaluate the administration and operations of the multi-disciplinary Health and Human Services Department.
- Analyze complex administrative and regulatory problems, provide and evaluate alternatives and adopt effective courses of action.
- Select, orient, supervise, and evaluate subordinate Departmental personnel.
- Plan, direct, and coordinate the work of others; develop and provide effective training.

- Establish and execute Department policies and procedures.
- Develop and implement short and long-range Department goals and objectives.
- Successfully monitor and administer multiple programmatic budgets and expenditures.
- Analyze situations accurately and take effective action.
- Prepare and present clear and concise correspondence, reports, and recommendations.
- Communicate effectively both verbally and in writing.
- Work cooperatively with other employees.
- Establish and maintain cooperative working relationships with staff, other Departments and agencies, the private sector, and the public.
- Work effectively and compassionately with various cultural and ethnic groups in a tactful and respectful manner.
- Use standard office computers for word processing and spreadsheets.

### **ADDITIONAL REQUIREMENTS**

Travel within and outside of Mono County may be required for meetings and training.

### **PHYSICAL DEMANDS AND WORKING CONDITIONS:**

The physical demands and work environment described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to sit. The employee is often required to travel to and make outside visits – occasionally on uneven surfaces with potential access barriers; to use hands to finger, handle, or feel; reach with hands and arms; and to stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 10 pounds. Specific vision and hearing abilities required by this job include hearing and vision adequate to observe human interaction, and vision to input and access information from a computer system.

While performing the duties of this job, the employee is occasionally exposed to outside weather conditions. The noise level in the work environment is usually quiet.



**MONO COUNTY**  
**Date Revised:**

**BARGAINING UNIT:** At-Will  
**Salary Range:** 14

## **Health and Human Services Chief Fiscal Officer**

### **DEFINITION**

Under the general direction of the Department Director, this position plans, directs, manages and administers the fiscal, budgetary, and other administrative operations of a large multi-divisional department; directs, organizes and manages fiscal and administrative services operations, programs and activities including areas such as budget development, fiscal oversight and administrative services operations, contract administration, grants management, purchasing/procurement, personnel functions, information technology, legislative and regulatory compliance, facility and fleet management; actively participate as a member of the Department executive team and participates in strategic planning, policy development, and legislative analysis; serves as a Department liaison to a variety of internal and external contacts.

### **DISTINGUISHING CHARACTERISTICS**

The Chief Fiscal Officer is an at-will position. This position recognizes and is distinguished by its capacity to provide full line and functional management for activities and employees within fiscal and administrative business units. The incumbent provides a variety of highly complex professional accounting work and serves as the advisor to the Department Director on complex financial, budgetary, administrative, personnel and other relevant administrative functions.

This position is distinguished from lower-level reporting staff and supervisors by the scope, size and complexity of its purview. It is further distinguished in that it has full second-line, Department-wide fiscal and administrative oversight.

The responsibilities of this position require comprehensive knowledge and expertise in the delivery of public health and social services within a health and human services department umbrella, a high level of initiative, independent judgment and discretion, as well as strong and effective management and leadership skills.

### **SUPERVISION RECEIVED AND EXERCISED**

Receives general supervision from the Health and Human Services Director.

Exercises direct supervision over assigned supervisors and staff.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

Include, but are not limited to the represented duties below. Other administrative duties may be assigned.

- Serve as an executive team member; develop, initiate and implement departmental budget, fiscal and administrative policies, procedures and systems; participate in the identification and allocation of fiscal, staffing, and material resources; and contribute to the problem solving, decision-making, and planning activities of the Department.
- Plan, direct and manage multiple and complex budgetary operational services and functions funded by and responsible to multiple funding agencies and/or revenue sources as well as the County organization; communicate with and report to external agencies, governing boards, and/or special districts.
- Plan, organize, coordinate, and direct the administrative functions, programs, activities, and operations of the Department; formulate policies and procedures concerning activities of the Department; establish and maintain goals, objectives, and plans for carrying out the functions of the Department.
- Prepare and present budget reports and updates to the Department Director and executive team and provide guidance as the department-recognized subject matter expert of fiscal and associated administrative functions as requested.
- Direct, oversee, and participate in the development of the Department's work plan for assigned functions; assign work activities, projects, and programs; monitor workflow; review and evaluate work products, methods, and procedures.
- Supervise, participate in and ensure the development and administration of Health and Human Services budgets; direct the forecast of additional funds needed for staffing, equipment, materials, and supplies; monitor and approve expenditures; implement adjustments, as appropriate.
- Directly, or through Department supervisory staff, select, train, motivate, and evaluate personnel; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedures.
- Develop and implement plans and procedures to enhance, leverage, and blend revenue from State, Federal, fee, and other funding sources as appropriate.
- Direct, oversee, and coordinate fiscal activities with appropriate State and Federal agencies/funding sources.
- Establish and maintain liaison with representatives of State, Federal, and local agencies, and associations and commissions as requested by the Department Director
- Build and maintain positive working relationships with coworkers, other County employees and managers, outside agencies, and community members and groups, utilizing accepted principles of effective customer service.
- Analyze and evaluate program results as related to objectives and policy guidelines; review program funding needs, formulate budget guidelines, and control program activities within budgetary limits or policies.
- Provide senior executive leadership input to the preparation of annual Department budgets; justify fund requests and staff allocations; ensure that budget is administered within Board of Supervisors approved expenditure and revenue levels as requested by the Department Director.
- Make public presentations before the Board of Supervisors, professional organizations, or public groups to provide information on Departmental budget and fiscal status.

- Perform related duties as assigned.

## **MINIMUM QUALIFICATIONS REQUIRED**

### **Education and Experience**

Any combination of experience and training that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Experience:

Four years of increasingly responsible experience in social services or public health, including two years of significant administrative managerial experience working in a public agency.

Training:

Equivalent to a bachelor's degree from an accredited college or university with major course work in finance, accounting, economics, public administration, or related field.

### **Licenses and Certifications**

Possession of, or ability to obtain, a California driver's license.

## **KNOWLEDGE, SKILLS, AND ABILITIES:**

### **Knowledge of:**

- Principles and practices of County-wide operations and County administration and organization.
- Principles and practices of Health and Human Services budget development, preparation, monitoring, and expenditure control.
- Principles of matching and claiming federal and state funding sources.
- Pertinent Federal, State and local laws, codes and regulations including those governing County policy.
- Organizational and management practices as applied to the analysis, evaluation, development, and implementation of the administrative and financial operational needs of the Department.
- Advanced principles and practices of budget planning, preparation and implementation including financial forecasting and analysis.
- Advanced principles and practices of public and business administration with emphasis on fiscal and contract administration, personnel matters, grant oversight, purchasing, information technology, legislative and regulatory compliance.
- Program development, analysis, and evaluation of programs, policies and operational needs.
- Principles and practices of personnel administration, effective management, supervision, and training.
- Principles and procedures associated with hiring, evaluating, training, and disciplining employees.
- Organizational and management practices as applied to analysis and evaluation of programs, policies, and operational needs.

- Communication, teambuilding, motivation, mentoring and conflict resolution.
- Intergovernmental relationships and regulations affecting community service delivery.

**Ability to:**

- Plan, direct, interpret, and evaluate the administrative and fiscal operations of the multi-disciplinary Health and Human Services Department.
- Analyze and interpret complex fiscal, administrative and regulatory data, provide and evaluate alternatives and adopt effective courses of action.
- Select, orient, supervise, and evaluate subordinate Departmental personnel.
- Plan, direct, and coordinate the work of others; develop and provide effective training.
- Establish and execute Department policies and procedures.
- Develop and implement short and long-range Department goals and objectives.
- Successfully monitor and administer multiple programmatic budgets and expenditures.
- Analyze situations accurately and take effective action.
- Prepare and present clear and concise correspondence, reports, and recommendations.
- Communicate effectively both verbally and in writing.
- Work cooperatively with other employees.
- Establish and maintain cooperative working relationships with staff, other Departments and agencies, the private sector, and the public.
- Work effectively and compassionately with various cultural and ethnic groups in a tactful and respectful manner.
- Use standard office computers for word processing and spreadsheets.

**ADDITIONAL REQUIREMENTS**

Travel within and outside of Mono County may be required for meetings and training.

**PHYSICAL DEMANDS AND WORKING CONDITIONS:**

The physical demands and work environment described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to sit. The employee is often required to travel to and make outside visits – occasionally on uneven surfaces with potential access barriers; to use hands to finger, handle, or feel; reach with hands and arms; and to stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 10 pounds. Specific vision and hearing abilities required by this job include hearing and vision adequate to observe human interaction, and vision to input and access information from a computer system.

While performing the duties of this job, the employee is occasionally exposed to outside weather conditions. The noise level in the work environment is usually quiet.



**RESOLUTION NO. R23-**

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS APPROVING AN  
AGREEMENT PRESCRIBING THE COMPENSATION, APPOINTMENT,  
AND CONDITIONS OF EMPLOYMENT OF STEPHANIE BUTTERS**

**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 Stephanie Butters, 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 Stephanie Butters. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2023, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**ATTEST:** \_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Rhonda Duggan, Chair  
Board of Supervisors

**APPROVED AS TO FORM:**

\_\_\_\_\_  
COUNTY COUNSEL



**AGREEMENT REGARDING TERMS AND CONDITIONS OF  
EMPLOYMENT OF STEPHANIE BUTTERS  
AS HEALTH AND HUMAN SERVICES CHIEF FISCAL OFFICER  
FOR MONO COUNTY**

This Agreement is entered into by and between Stephanie Butters and the County of Mono (hereinafter “County”).

**I. RECITALS**

Stephanie Butters (hereinafter “Ms. Butters”) is currently employed by County as a Public Health Fiscal and Administrative Officer II. The County wishes to now employ Ms. Butters as its Health and Human Services Chief Fiscal Officer in accordance with the terms and conditions set forth in this Agreement. Ms. Butters wishes to accept continued employment with the County on said terms and conditions.

**II. AGREEMENT**

1. This Agreement shall commence October 3, 2023 (“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. Butters shall be employed by Mono County as its Health and Human Services Chief Fiscal Officer, serving at the will and pleasure of the Director of Health and Human Services. Ms. Butters accepts such employment. The Director of Health and Human Services shall be deemed the “appointing authority” for all purposes with respect to Ms. Butters’s employment. The Director of Health and Human Services and Ms. Butters will work together to establish specific, measurable, achievable and realistic performance goals for Ms. Butters’s work. Ms. Butters’s job performance and progress towards achieving the agreed-upon goals shall be evaluated by the Director of Health and Human Services in accordance with the “Policy Regarding Compensation of At-Will and Elected Management Level Officers and Employees” adopted by Resolution R21-44 on June 15, 2021, 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. Butters’s salary shall be Range 14, Step E as set forth in the “Resolution Adopting and Implementing a Salary Matrix applicable to At-Will Employee and Elected Department Head Positions” (Resolution R23-016 adopted on February 21, 2023, hereinafter the “**Salary Matrix**”) and shall be modified as provided in the Management Compensation Policy and the Salary Matrix, and as the same may be amended or updated from time to time and unilaterally implemented by the County.
4. Ms. Butters 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. Butters shall continue to earn and accrue vacation and sick leave in accordance with the “Policy Regarding Benefits of Management-level Officers and Employees,” updated most recently by Resolution R20-56 of the Mono County Board of Supervisors 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, prorated for 2023 to reflect Ms. Butters’s October 3, 2023, start date. Ms. Butters understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31<sup>st</sup> of each calendar year in which it is provided, or it is lost. Consistent with Ms. Butters’s uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Ms. Butters 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. Butters’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. Butters’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 Director of Health and Human Services.
7. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Ms. Butters 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. Butters’s employment, CalPERS medical insurance, County dental and vision coverage, and life insurance.
8. Ms. Butters 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. Butters 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. Butters'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. Butters's employment, the Director of Health and Human Services may terminate Ms. Butters'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. Butters 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. Butters's employment.
10. In the event of a termination without cause under paragraph 9 occurring after the first twelve (12) months of Ms. Butters's employment under this Agreement, Ms. Butters shall receive as severance pay a lump sum equal to six (6) months' salary. For purposes of severance pay, "salary" refers only to base compensation. Ms. Butters shall not be entitled to any severance pay in the event that the Director of Health and Human Services has grounds to discipline her on or about the time 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. Butters 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. Butters 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. Butters 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. Butters.
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. Butters'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. Butters'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. Butters 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. Butters is convicted of a crime involving abuse of office or position.

14. Ms. Butters acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Ms. Butters 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 3rd day of October, 2023

EMPLOYEE

THE COUNTY OF MONO

---

Stephanie Butters

---

Rhonda Duggan, Chair  
Board of Supervisors

APPROVED AS TO FORM:

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COUNTY COUNSEL



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE**     October 3, 2023

**Departments: County Counsel**

**TIME REQUIRED**     5 minutes

**SUBJECT**             Terms and Conditions of Employment  
and Job Description - County  
Counsel Office Manager

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Stacey Simon, County Counsel

---

### AGENDA DESCRIPTION:

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

Job description and resolution approving an agreement regarding terms and conditions of employment with Kevin Moss as County Counsel Office Manager, and prescribing the compensation, appointment, and conditions of said employment.

---

### RECOMMENDED ACTION:

Announce Fiscal Impact. Approve job description and adopt resolution approving an agreement regarding terms and conditions of employment with Kevin Moss as County Counsel Office 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 \$4,389, of which \$3,773 is salary and \$616 is benefits. The annual cost of this position is currently \$97,713. If this item is approved, the annual cost will be \$103,624, of which \$79,560 is salary and \$24,064 is benefits. This fiscal impact is included in the County Counsel's FY 2023-24 adopted budget.

---

**CONTACT NAME:** Stacey Simon

**PHONE/EMAIL:** 7606483270 / ssimon@mono.ca.gov

---

**SEND COPIES TO:**

---

**MINUTE ORDER REQUESTED:**

☐ YES ☒ NO

---

### ATTACHMENTS:

Click to download
<input type="checkbox"/> <a href="#">Staff report</a>
<input type="checkbox"/> <a href="#">Job Description</a>
<input type="checkbox"/> <a href="#">Resolution</a>
<input type="checkbox"/> <a href="#">Attachment to Resolution</a>

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
9/22/2023 1:12 PM	County Counsel	Yes
9/22/2023 1:12 PM	Finance	Yes
9/26/2023 2:21 PM	County Administrative Office	Yes

**County Counsel**  
Stacey Simon

**Assistant County Counsel**  
Christopher L. Beck

**Deputy County Counsel**  
Emily R. Fox  
Jeff Hughes

**OFFICE OF THE  
COUNTY COUNSEL**  
*Mono County*

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

**Telephone**  
760-924-1700

**Risk Manager**  
Jay Sloane

---

**Paralegal**  
Kevin Moss

To: Board of Supervisors

From: Stacey Simon

Date: October 3, 2023

Re: Job Description for position of County Counsel Office Manager and Terms and Conditions of Employment for Kevin Moss as County Counsel Office Manager

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

☐ A Thriving Economy   ☐ Safe and Healthy Communities   ☒ Mandated Function  
☐ Sustainable Public Lands   ☒ Workforce & Operational Excellence

**Discussion**

As part of the recently approved 2023-23 budget, the Board approved the conversion of the current administrative services specialist position within the County Counsel's office into the at-will position of County Counsel Office Manager.

Attached for consideration are a job description for the new at-will position, and a resolution adopting terms and conditions of employment to move Kevin Moss, current administrative services specialist, into the position of County Counsel Office Manager.

If you have any questions regarding this item, please feel free to call or email me.

## **COUNTY COUNSEL OFFICE MANAGER**

### **DEFINITION**

Under the direction of the County Counsel, attorney staff persons and the Risk Manager, the County Counsel Office Manager serves as office manager, legal secretary and paralegal for the County Counsel's office and is responsible for all administrative and legal support and organization within the office.

### **DISTINGUISHING CHARACTERISTICS**

This is a highly specialized administrative and program support position responsible for planning, organizing, coordinating, and performing legal secretarial, paralegal, administrative, administrative management, fiscal support, and/or program operation functions for the Mono County Counsel's office. The County Counsel's office consists of four attorney positions (including the County Counsel), a Risk Manager and this office manager position. This position may be assigned supervisory responsibilities for the day-to-day direction and oversight of other administrative, fiscal, or intern support staff if the office were expanded in the future.

### **REPORTS TO**

The Mono County Counsel, attorney staff and Risk Manager.

### **CLASSIFICATIONS SUPERVISED**

None currently. Office Assistants, Interns, and/or Fiscal & Technical Specialist positions, as assigned.

### **EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES** *(The following is used as a partial description and is not restrictive as to duties required.)*

Provides highly specialized administrative management and support for the Mono County Counsel's office, including: under attorney direction preparing court filings, contracts, resolutions, ordinances, government claims' act notices and other legal documents; preparing agenda items for submission to the County Board of Supervisors; managing the County Counsel's office internal and external web pages; performing and summarizing factual and legal research; providing specialized and confidential administrative support; preparing, indexing and maintaining office files; purchasing and maintaining office supplies; assisting with the development and monitoring of office budget and expenditures; making travel and court appearance arrangements; updating legal treatises and maintaining law library; preparing invoices, reimbursement requests, warrants, receipts, and other items; monitoring on-going fiscal expenditures, revenues, fund transfers, and purchase orders; preparing correspondence, reports, flyers, presentations or other materials; proofreading and formatting documents; drafting cover letters and similar communications; processing mail; posting agendas; answering office



phones; preparing office payroll documents; taking meeting minutes; organizing and tracking attorney schedules and deadlines; calendaring court matters, tracking and managing attorney continuing legal education requirements and bar membership; and performing other tasks as requested to ensure smooth office functioning.

#### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand and walk; stoop, kneel and crouch to pick up or move objects; normal manual dexterity and eye-hand coordination; physical ability to lift, push, carry, and move objects weighing up to 25 lbs.; corrected hearing and vision to normal range; verbal communication; use of office equipment, including telephone, calculator and copiers.

#### **TYPICAL WORKING CONDITIONS**

Work is performed in an office environment; continuous contact with other staff, and may be approved to work up to one day per week remotely.

#### **DESIRABLE SKILLS AND QUALIFICATIONS**

##### **Experience and expertise in:**

- Preparation of standard legal documents, with supervision.
- Basic legal research.
- Word processing and computer applications, including Microsoft Word, Excel and PowerPoint.
- Business English usage, grammar, spelling, vocabulary and punctuation.
- Filing, indexing and cross-referencing methods.
- Proper telephone etiquette and procedures
- Law or other professional office support and/or management.

##### **Ability to:**

- Understand and prepare basic legal documents (e.g., contracts, ordinances and resolutions).
- Manage administrative functions in a busy law office.
- Organize and track a large quantity of material, including legal documents, emails, paper mail, invoices, voice messages, attorney calendars, etc.
- Identify and correct basic English usage or typographical errors in documents.
- Prepare, index and maintain legal files.
- Plan, organize and prioritize workload.
- Track expenditures and office budget.
- Deal courteously and professionally with County staff, representatives of other agencies and the public.
- Analyze situations accurately and determine an effective course of action.
- Maintain confidentiality of materials and use discretion in sensitive

situations.

- Establish and maintain cooperative working relationships.

**Ability to Learn and Master:**

- Legal secretarial functions, including preparation of civil legal documents, civil law practice, terminology and court rules, court filing and calendaring procedures, law library arrangement and maintenance.
- Paralegal functions, including basic research, document preparation and memo writing.
- County software programs and functions such as Novus, Innoprise, OpenGov and Sharepoint.
- Systems, policies and functions of the County Counsel's office and Mono County to effectively function within the organization.
- Development and administration of the County Counsel's program budget.

**Necessary Skills and Qualifications:**

- Highly developed organizational skills and scrupulous attention to detail.
- Net typing speed of 50 words per minute.
- Ability to pursue multiple tasks to completion within a specified timeframe.
- Strong follow-through and communication skills.
- Strong analytical and writing skills.
- California driver's license.

**Training and Experience:**

Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Three years of increasingly responsible experience performing administrative support and/or office management services in a court, law office or other professional office, including a variety of administrative support work and experience in fiscal monitoring and reporting.

**Special Requirements:**

The ideal candidate would have experience in legal processes (e.g., preparing proofs of service; serving and filing documents with the Court; updating legal treatises; drafting civil documents; arranging court call or appearance logistics; etc.) in addition to general administrative and office management experience.

*The contents of this position shall not be construed to constitute any expressed or implied warranty or guarantee, nor shall it constitute a contract of employment. The County of Mono assumes no responsibility beyond the general accuracy of the document, nor does it assume responsibility for any errors or omissions in the information contained herein. The contents of this job description may be modified or revoked without notice. Terms and conditions of employment are determined by the Board of Supervisors and adopted by resolution.*



**RESOLUTION NO. R23-**

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS APPROVING AN  
AGREEMENT PRESCRIBING THE COMPENSATION, APPOINTMENT,  
AND CONDITIONS OF EMPLOYMENT OF KEVIN MOSS**

**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 Kevin Moss, 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 Kevin Moss. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

**PASSED AND ADOPTED** this 3<sup>rd</sup> day of October, 2023, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

ATTEST: \_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Rhonda Duggan, Chair  
Board of Supervisors

APPROVED AS TO FORM:

\_\_\_\_\_  
COUNTY COUNSEL

**AGREEMENT REGARDING TERMS AND CONDITIONS OF  
EMPLOYMENT OF KEVIN MOSS,  
AS COUNTY COUNSEL OFFICE MANAGER FOR MONO COUNTY**

This Agreement is entered into by and between Kevin Moss and the County of Mono (hereinafter “County”).

**I. RECITALS**

Kevin Moss hereinafter (“Mr. Moss”) is currently employed by the County as an administrative services specialist in the Office of the County Counsel. The County Counsel wishes to now employ Mr. Moss as an at-will employee in the position of County Counsel Office Manager in accordance with the terms and conditions set forth in this Agreement. Mr. Moss wishes to accept employment with the County on said terms and conditions.

**II. AGREEMENT**

1. This Agreement shall commence upon its execution by both parties and shall remain in effect unless or until terminated in accordance with this Agreement.
2. Commencing October 3, 2023, Mr. Moss shall be employed by Mono County as its County Counsel Office Manager, serving at the will and pleasure of the County Counsel. Mr. Moss accepts such employment. The County Counsel shall be deemed the “appointing authority” for all purposes with respect to Mr. Moss’ employment. The County Counsel and Mr. Moss will work together to establish specific, measurable, achievable and realistic performance goals for Mr. Moss’ work. Mr. Moss’ job performance and progress towards achieving the agreed-upon goals shall be evaluated by the County Counsel in accordance with the County’s Policy Regarding Compensation of At-Will and Elected Management Level Officers and Employees adopted by Resolution R21-44 on June 15, 2021, 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. Moss’ salary shall be initially set at Range 9, Step A of the “Resolution Adopting and Implementing a Salary Matrix applicable to At-Will Employee and Elected Department Head Positions” (Resolution R23-016 adopted on February 21, 2023, hereinafter the “**Salary Matrix**”) and shall be modified as provided in the Management Compensation Policy and the Salary Matrix , and as the same may be amended or updated from time to time and unilaterally implemented by the County.
4. Mr. Moss 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. Moss shall earn and accrue vacation and sick leave in accordance with the “Policy Regarding Benefits of Management-level Officers and Employees,” updated most recently by Resolution R20-56 of the Mono County Board of Supervisors 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 2023 to reflect Mr. Moss’ October 3, 2023, start date. Mr. Moss 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. Moss’ uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Mr. Moss 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. Moss’ date of eligibility for or vesting of any non-salary benefits or for any other purpose.
6. To the extent deemed appropriate by the County Counsel, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Mr. Moss’ full participation in applicable professional associations, for his 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, Mr. Moss 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 Mr. Moss’ employment, medical insurance, County dental and vision coverage, and life insurance.
8. Mr. Moss 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. Moss 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. Moss’ 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. Moss’ employment, the County Counsel may terminate Mr. Moss’ 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. Mr. Moss understands and acknowledges that as an “at will” employee, he will not have permanent status, nor will his 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, 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 Counsel may, in his or her discretion, take during Mr. Moss’ employment.
10. In the event of a termination without cause occurring after the first twelve (12) months of employment under this Agreement, Mr. Moss shall receive as severance pay a lump sum equal to six (6) months’ salary. For purposes of severance pay, “salary” refers only to base compensation. Mr. Moss shall not be entitled to any severance pay in the event that the County Counsel has grounds to discipline him on or about the time he 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. Mr. Moss 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. Moss 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. Moss 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 Mr. Moss and shall supersede and replace any and all prior agreements or understandings regarding said 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. Moss’ 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. Moss' 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. Moss 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. Moss is convicted of a crime involving abuse of office or position.

14. Mr. Moss acknowledges that this Agreement is executed voluntarily by him, without duress or undue influence on the part or on behalf of the County. Mr. Moss 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 3<sup>rd</sup> day of October, 2023.

EMPLOYEE

THE COUNTY OF MONO

---

Kevin Moss

---

Rhonda Duggan, 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**     October 3, 2023

**Departments: County Administrative Office**

**TIME REQUIRED**     5 minutes

**SUBJECT**             Terms and Conditions of Employment  
                              - Housing Opportunities Manager

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Sandra Moberly, County  
Administrative Officer

### AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Tyrone Grandstrand as Housing Opportunities Manager, and prescribing the compensation, appointment, and conditions of said employment.

### RECOMMENDED ACTION:

Announce Fiscal Impact. Adopt proposed resolution approving a contract with Tyrone Grandstrand as Housing Opportunities Manager, 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 the fiscal year is \$132,577, of which \$91,640 is salary and \$40,937 is benefits. The total cost of salary and benefits for an entire fiscal year is approximately \$171,829, of which \$123,427 is salary and \$48,402 is benefits. This is included in the Department's FY 2023/24 approved budget.

**CONTACT NAME:** Sandra Moberly

**PHONE/EMAIL:** 760-932-5415 / smoberly@mono.ca.gov

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

☐ YES ☒ NO

### ATTACHMENTS:

Click to download
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">Terms and Conditions of Employment Resolution - Tyrone Grandstrand</a>
<input type="checkbox"/> <a href="#">Terms and Conditions of Employment Agreement - Tyrone Grandstrand</a>

History



Time	Who	Approval
9/28/2023 10:02 AM	County Counsel	Yes
9/28/2023 9:57 AM	Finance	Yes
9/28/2023 10:17 AM	County Administrative Office	Yes



**COUNTY ADMINISTRATIVE OFFICER**  
**COUNTY OF MONO**  
Sandra Moberly, MPA, AICP  
PO Box 696  
Bridgeport, CA 93517-0696  
(760) 932-5410  
[smoberly@mono.ca.gov](mailto:smoberly@mono.ca.gov)  
[www.mono.ca.gov](http://www.mono.ca.gov)

**BOARD OF SUPERVISORS**

CHAIR

Rhonda Duggan / District 2

VICE CHAIR

John Peters / District 4

Bob Gardner / District 3

Lynda Salcido / District 5

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**ASSESSOR**

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**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

CPA, CGFM, MPA

**HEALTH AND HUMAN SERVICES**

Kathryn Peterson

**INFORMATION TECHNOLOGY**

Milan Salva "Interim"

**PROBATION**

Karin Humiston

**PUBLIC WORKS**

Paul Roten

To: Board of Supervisors

From: Sandra Moberly, County Administrative Officer

Date: October 3, 2023

Re: Appointment of Tyrone Grandstrand as Housing Opportunities Manager

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

☐ A Thriving Economy   ☐ Safe and Healthy Communities   ☐ Mandated Function  
☐ Sustainable Public Lands   ☒ Workforce & Operational Excellence

**Discussion**

The Housing Opportunities Manager position has been vacant since the Fall of 2022. Over the past several months, the County conducted an extensive recruitment and vetted a number of candidates with an interview panel as well as final interviews with Sandra Moberly and Mary Booher. After completing a comprehensive interview process, Tyrone Grandstrand has been selected for the position.

Mr. Grandstrand has a wide range of housing experience including time spent in the public sector working on housing programs and projects for the City of Fargo, North Dakota. He also has spent several years in the private sector working to develop net-zero, affordable workforce housing. Mr. Grandstrand has a Master of Science in Urban Policy Analysis and Management from the Milano School of International Affairs, Management and Urban Policy and an undergraduate degree from the University of North Dakota.

If this contract is approved today, Mr. Grandstrand will start in this position in mid-late October, depending on housing availability.



**RESOLUTION NO. R23-**

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS APPROVING AN  
AGREEMENT PRESCRIBING THE COMPENSATION, APPOINTMENT,  
AND CONDITIONS OF EMPLOYMENT OF TYRONE GRANDSTRAND**

**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 Tyrone Grandstrand, 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 Tyrone Grandstrand. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

**PASSED AND ADOPTED** this 3<sup>rd</sup> day of October, 2023, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**ATTEST:** \_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Rhonda Duggan, Chair  
Board of Supervisors

**APPROVED AS TO FORM:**

\_\_\_\_\_  
COUNTY COUNSEL

**AGREEMENT REGARDING TERMS AND CONDITIONS OF  
EMPLOYMENT OF TYRONE GRANDSTRAND  
AS HOUSING OPPORTUNITIES MANAGER FOR MONO COUNTY**

This Agreement is entered into by and between Tyrone Grandstrand and the County of Mono (hereinafter “County”).

**I. RECITALS**

The County Administrative Officer hereinafter (“CAO”) has offered Tyrone Grandstrand hereinafter (“Mr. Grandstrand”) the position of Housing Opportunities Manager for Mono County in accordance with the terms and conditions set forth in this Agreement. Mr. Grandstrand wishes to accept employment with the County on said terms and conditions.

**II. AGREEMENT**

1. This Agreement shall commence upon its execution by both parties and shall remain in effect unless or until terminated in accordance with this Agreement.
2. Commencing with a start date to be mutually agreed upon by Mr. Grandstrand and the County Administrative Officer, Mr. Grandstrand shall be employed by Mono County as its Housing Opportunities Manager, serving at the will and pleasure of the CAO. Mr. Grandstrand accepts such employment. The CAO shall be deemed the “appointing authority” for all purposes with respect to Mr. Grandstrand’s employment. The CAO and Mr. Grandstrand will work together to establish specific, measurable, achievable and realistic performance goals for Mr. Grandstrand’s work. Mr. Grandstrand’s job performance and progress towards achieving the agreed-upon goals shall be evaluated by the CAO in accordance with the County’s Policy Regarding Compensation of At-Will and Elected Management Level Officers and Employees adopted by Resolution R21-44 on June 15, 2021, 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. Grandstrand’s salary shall be initially set at Range 14, Step E of the “Resolution Adopting and Implementing a Salary Matrix applicable to At-Will Employee and Elected Department Head Positions” (Resolution R23-016 adopted on February 21, 2023, hereinafter the “**Salary Matrix**”) and shall be modified as provided in the Management Compensation Policy and the Salary Matrix , and as the same may be amended or updated from time to time and unilaterally implemented by the County.
4. Mr. Grandstrand 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. Grandstrand shall earn and accrue vacation and sick leave in accordance with the “Policy Regarding Benefits of Management-level Officers and Employees,” updated most recently by Resolution R20-56 of the Mono County Board of Supervisors 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 2023 to reflect Mr. Grandstrand’s start date. Mr. Grandstrand 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 CAO, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Mr. Grandstrand’s full participation in applicable professional associations, for his 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, Mr. Grandstrand 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 Mr. Grandstrand’s employment, medical insurance, County dental and vision coverage, and life insurance.
8. Mr. Grandstrand 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. Grandstrand 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. Grandstrand’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 Mr. Grandstrand’s employment, the CAO may

terminate Mr. Grandstrand'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. Mr. Grandstrand understands and acknowledges that as an "at will" employee, he will not have permanent status nor will his 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, 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 CAO may, in his or her discretion, take during Mr. Grandstrand's employment.

10. In the event of a termination without cause occurring after the first twelve (12) months of employment, Mr. Grandstrand shall receive as severance pay a lump sum equal to six (6) months' salary. For purposes of severance pay, "salary" refers only to base compensation. Mr. Grandstrand shall not be entitled to any severance pay in the event that the CAO has grounds to discipline him 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. Mr. Grandstrand 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. Grandstrand 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. Grandstrand 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 Mr. Grandstrand.
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. Grandstrand's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Mr. Grandstrand'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., Mr. Grandstrand 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. Grandstrand is convicted of a crime involving abuse of office or position.

14. Mr. Grandstrand acknowledges that this Agreement is executed voluntarily by him, without duress or undue influence on the part or on behalf of the County. Mr. Grandstrand 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 3<sup>rd</sup> day of October, 2023.

EMPLOYEE

THE COUNTY OF MONO

---

Tyrone Grandstrand

---

Rhonda Duggan, 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**     October 3, 2023

**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, Stacey Simon, Janet Dutcher, Jay Sloane, and Oliver Yee. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Correctional Deputy Sheriffs' Association. Unrepresented employees: All.

### RECOMMENDED ACTION:

### FISCAL IMPACT:

**CONTACT NAME:**

**PHONE/EMAIL:** /

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

☐ YES ☒ NO

### ATTACHMENTS:

<a href="#">Click to download</a>
No Attachments Available

### History

Time	Who	Approval
9/18/2023 1:07 PM	County Counsel	Yes
8/23/2023 1:52 PM	Finance	Yes
9/20/2023 11:14 PM	County Administrative Office	Yes





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OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE**     October 3, 2023

**TIME REQUIRED**

**SUBJECT**             Closed Session - Initiation of  
Litigation

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

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

### RECOMMENDED ACTION:

### FISCAL IMPACT:

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

### MINUTE ORDER REQUESTED:

☐ YES ☒ NO

### ATTACHMENTS:

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No Attachments Available

### History

Time	Who	Approval
9/20/2023 3:18 PM	County Counsel	Yes
9/18/2023 1:42 PM	Finance	Yes
9/20/2023 11:14 PM	County Administrative Office	Yes



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE**     October 3, 2023

**TIME REQUIRED**

**SUBJECT**             Closed Session – Real Property  
Negotiation

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property Address: 264 Highway 182, Bridgeport, CA. County Negotiator: Mono County by: Mary Booher and Sandra Moberly. Negotiating Parties: Garth Moore . Under Negotiation: Price, terms, and conditions.

### RECOMMENDED ACTION:

### FISCAL IMPACT:

**CONTACT NAME:**

**PHONE/EMAIL:** /

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

☐ YES ☒ NO

### ATTACHMENTS:

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No Attachments Available

### History

Time	Who	Approval
9/26/2023 10:35 AM	County Counsel	Yes
9/25/2023 10:47 AM	Finance	Yes
9/26/2023 1:30 PM	County Administrative Office	Yes



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OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE**     October 3, 2023

**TIME REQUIRED**

**SUBJECT**             Closed Session – Real Property  
Negotiation

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property Address: 15 White Mountain Drive, Chalfant CA 93512. County Negotiator: Mono County by: Sandra Moberly, Mary Booher. Negotiating Parties: Mono County Tax Collector. Under Negotiation: Price, terms and conditions.

### RECOMMENDED ACTION:

### FISCAL IMPACT:

**CONTACT NAME:**

**PHONE/EMAIL:** /

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

☐ YES ☒ NO

### ATTACHMENTS:

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No Attachments Available

### History

Time	Who	Approval
9/28/2023 10:31 AM	County Counsel	Yes
9/28/2023 10:31 AM	Finance	Yes
9/28/2023 10:31 AM	County Administrative Office	Yes



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE**     October 3, 2023

**TIME REQUIRED**

**SUBJECT**             Closed Session – Real Property  
Negotiation

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### AGENDA DESCRIPTION:

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

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property Address: 350 Mule Deer Road, Coleville, CA 96107. County Negotiator: Mono County by: Sandra Moberly, Mary Booher. Negotiating Parties: Mono County Tax Collector. Under Negotiation: Price, terms and conditions.

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### RECOMMENDED ACTION:

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### FISCAL IMPACT:

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**CONTACT NAME:**

**PHONE/EMAIL:** /

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### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

☐ YES ☒ NO

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### ATTACHMENTS:

<a href="#">Click to download</a>
No Attachments Available

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### History

Time	Who	Approval
9/26/2023 10:37 AM	County Counsel	Yes
9/26/2023 11:18 AM	Finance	Yes
9/26/2023 1:30 PM	County Administrative Office	Yes



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE**     October 3, 2023

**TIME REQUIRED**

**SUBJECT**             Closed Session – Real Property  
Negotiation

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property Address: 15 White Mountain Drive, Chalfant CA 93512. County Negotiator: Mono County by: Sandra Moberly and Mary Booher. Negotiating Parties: Mono County Tax Collector. Under Negotiation: Price, terms and conditions.

### RECOMMENDED ACTION:

### FISCAL IMPACT:

**CONTACT NAME:**

**PHONE/EMAIL:** /

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

☐ YES ☒ NO

### ATTACHMENTS:

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No Attachments Available

### History

Time	Who	Approval
9/27/2023 10:10 AM	County Counsel	Yes
9/26/2023 11:18 AM	Finance	Yes
9/27/2023 10:11 AM	County Administrative Office	Yes



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OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE**    October 3, 2023

**TIME REQUIRED**

**SUBJECT**            Closed Session - Public Employee  
Evaluation

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### AGENDA DESCRIPTION:

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

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

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### RECOMMENDED ACTION:

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### FISCAL IMPACT:

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**CONTACT NAME:**

**PHONE/EMAIL:** /

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**SEND COPIES TO:**

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### MINUTE ORDER REQUESTED:

☐ YES ☒ NO

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### ATTACHMENTS:

[Click to download](#)

No Attachments Available

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### History

Time	Who	Approval
9/18/2023 1:07 PM	County Counsel	Yes
8/23/2023 1:52 PM	Finance	Yes
9/20/2023 11:15 PM	County Administrative Office	Yes