



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 June 13, 2023

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 - Dana Room of the Mono County Civic Center, Second 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/82971300040> or visit <https://www.zoom.us/>, click on "Join A Meeting" and enter the Zoom Webinar ID 829 7130 0040.

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 829 7130 0040.

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

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

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

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

9:00 AM Call meeting to Order

Pledge of Allegiance

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

2. RECOGNITIONS - NONE

3. COUNTY ADMINISTRATIVE OFFICER

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

4. DEPARTMENT/COMMISSION REPORTS

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

5. CONSENT AGENDA

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

A. Board Minutes

Departments: Clerk of the Board

Approval of Board minutes from the May 2023, regular meetings, and Board minutes from the May 2023, special meetings.

Recommended Action: 1. Approve the Board minutes from the May 2, 2023, regular meeting. 2. Approve the Board Minutes from the May 9, 2023, regular meeting. 3. Approve the Board minutes from the May 16, 2023, regular meeting. 4. Approve the Board minutes from the May 1, 2023, special meeting. 5. Approve the Board minutes from the May 16, 2023, special meeting.

Fiscal Impact: None.

B. Long Valley Hydrologic Advisory Committee (LVHAC) Hydrologic Monitoring Proposal

Departments: Community Development - Long Valley Hydrologic Advisory Committee (LVHAC)

Proposed contract with McGinley and Associates pertaining to the LVHAC Hydrologic Monitoring program in Long Valley.

Recommended Action: Approve, and authorize Community Development Director to sign, contract with McGinley and Associates for the period June 15 2023, through June 30 2024, and a not-to-exceed amount of \$96,723, with minor modifications as accepted by the Director and reviewed by County Counsel and authorize director to sign the corresponding contract with Ormat for reimbursement of expenses paid by the County under the McGinley and Associates contract for the same period.

Fiscal Impact: Net fiscal cost is \$0. All costs for monitoring will be reimbursed to Mono County by Ormat.

C. Career Ladder Grant Agreement #22-11316 for Fiscal Years 2022/23 to 2025/266

Departments: Public Health

Proposed contract with California Department of Public Health pertaining to California Public Health Workforce Career Ladder Education and Development Program Grant Agreement Number 22-11316 for Fiscal Years 2022/23 to 2025/26.

Recommended Action: Approve, and authorize Interim Public Health Director to sign, contract with California Department of Public Health pertaining to California Public Health Workforce Career Ladder Education and Development Program Grant Agreement Number 22-11316 for the period February 1, 2023, through June 30, 2026 and a not-to-exceed amount of \$16,347. Additionally, provide authorization for the Interim Public Health Director to approve minor amendments and/or revisions that may occur during the contract period provided such amendments do not alter the amount not to exceed and do not substantially alter the scope of work or budget and are approved as to form by County Counsel.

Fiscal Impact: The Career Ladder Grant Agreement provides a maximum payable amount of \$16,347 over the 41 month grant period. A budget appropriation is not requested at this time for the 2022/2023 fiscal year as there is sufficient budget within the existing expenditure account. The 2023/2024 requested budget will be updated to reflect expenditure expectations, which are dependent on staff course enrollment.

D. Electronic Door Access Contract

Departments: Information Technology

Contract with JCI (Johnson Controls) to add electronic door access to County facilities in Bridgeport and upgrade the Civic Center including automatic access to main entrance and hallway doors. Staff recommends that the County utilize Johnson Controls (JCI) in this project as a sole-source provider to match existing access control systems at six other County sites. By matching other systems in

use, the administration and maintenance burden on County staff is reduced. The cost and burden of implementing and maintaining a new independent access-control system outweighs the benefits of a competitive bidding process.

Recommended Action: Find that the cost and burden of implementing and maintaining a new independent access-control system outweighs the potential benefit of a competitive bidding process and authorize a sole-source contract with existing vendor Johnson Controls. Approve and authorize the IT Director to sign contract with Johnson Controls to provide access control systems.

Fiscal Impact: The total cost for this project is \$152,715, of which General Fund provides \$95,000 and Grant and Department resources provide the remaining amount. (See attachment A for breakdown). The installation of electronic locks creates ongoing costs of approximately \$10,000 per year for hosted access and maintenance.

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. AB 2449 Emergency Exception

Departments: County Counsel

5 minutes

(Stacey Simon, County Counsel) - Authorization for teleconference participation in today's Board of Supervisors meeting by Supervisor Salcido under AB 2449.

Recommended Action: Find that a physical medical emergency exists which prevents Supervisor Salcido from participating in the meeting in person and that she may therefore participate in the Board of Supervisors meeting today remotely under AB 2449.

Fiscal Impact: None.

B. New Wildfire Mitigation Advances for Homes, Communities and Counties

Departments: Emergency Management

45 minutes

(Wendilyn Grasseschi, Wildfire Mitigation Coordinator; Yana Valochovich, Humboldt and Del Norte County Director/Forest Advisor; Dustin Blakey, Mono and Inyo County Director/Farm Advisor; Crystal Medhurst, Whitebark Institute Community Wildfire Resilience) - Presentation by Yana Valochovich, Humboldt and Del Norte County Director/Forest Advisor for the University of California Cooperative Extension, Humboldt and Del Norte Counties regarding new wildfire mitigation advances for homes, communities and counties.

Recommended Action: None, informational only.

Fiscal Impact: None.

C. Caltrans Clean CA District Maintenance Agreement - Recreation

Departments: Public Works - Recreation

15 minutes

(Marcella Rose, Sustainable Recreation Coordinator) - Propose entering into contract with Caltrans District 9 pertaining to Clean CA funding to place dumpsters along highway 395 to offset garbage resulting from dispersed camping and other recreation visitation. Supplemental to this agreement is the proposed acceptance of the amendment to the D&S Waste Removal Inc. Contract for trash removal services to service dumpsters provided by Clean CA Funding.

Recommended Action: 1) Approve, and authorize department head to sign contract with Caltrans District 9 for Clean CA District 9 for the period of the last of the dates each Party's authorized representative has executed the agreement through June 30, 2024 and a not-to-exceed amount of \$100,100; and 2) Approve, and authorize Interim County Administrative Officer to sign contract amendment with D&S Waste Removal Inc. for the period May 2022 through May 2025 and a not-to-exceed amount of \$100,100.

Fiscal Impact: Increased spending of up to \$100,100 through June 30,2024, with the expectation of funding offset from the State of California of the same amount, in the County's Sustainable Recreation fund. The contract limit for this agreement is \$100,100 through June 2024. However, based on the chosen locations and estimated time frame with which dumpsters can reasonably be placed between now and June 2024, and in accordance with the Caltrans District Maintenance Agreement and the separate D&S Waste Removal, Inc. schedule of fees listed in Exhibit B of the enclosed agreement, the actual fiscal impact is expected to be an approximate increase of \$48,104.

D. California State Parks - Off Highway Vehicle Restoration Grant

Departments: Public Works - Recreation

15 minutes

(Marcella Rose, Sustainable Recreation Coordinator; Paul Roten, Director of Public Works) - Proposed contract with State of California pertaining to issuance of grant funds for Illegal Off Highway Vehicle route restoration.

Recommended Action: Approve, and authorize department head to sign, contract with the State of California for issuance of grant funds for Illegal Off Highway Vehicle route restoration for the period January 1, 2023 through December 31, 2025 and a not-to-exceed amount of \$322,157.

Fiscal Impact: This project increases spending in the sustainable recreation fund by \$322,157, paid for with the Off-Highway grant, The local match

requirement of \$44,117 will be met with in-kind salaries, benefits, and other expenditures.

E. Department Overview - District Attorney

Departments: District Attorney

20 minutes

(David Anderson, District Attorney) - Presentation by David Anderson regarding department overview.

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

Fiscal Impact: None.

8. CLOSED SESSION

A. Closed Session - Labor Negotiations

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

B. Closed Session - Public Employee Evaluation

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

C. Closed Session - Public Employment

PUBLIC EMPLOYMENT. Government Code section 54957. Title: County Administrative Officer recruitment.

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 June 13, 2023

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approval of Board minutes from the May 2023, regular meetings, and Board minutes from the May 2023, special meetings.

RECOMMENDED ACTION:

1. Approve the Board minutes from the May 2, 2023, regular meeting. 2. Approve the Board Minutes from the May 9, 2023, regular meeting. 3. Approve the Board minutes from the May 16, 2023, regular meeting. 4. Approve the Board minutes from the May 1, 2023, special meeting. 5. Approve the Board minutes from the May 16, 2023, special meeting.

FISCAL IMPACT:

None.

CONTACT NAME: Danielle Patrick

PHONE/EMAIL: 760-932-5535 /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
05 May 01 DRAFT Special Meeting Minutes
05 May 02 DRAFT Meeting Minutes
05 May 09 DRAFT Meeting Minutes
05 May 16 DRAFT Meeting Minutes
05 May 16 DRAFT Special Meeting Minutes

History

Time	Who	Approval
5/26/2023 4:25 PM	County Counsel	Yes
4/27/2023 1:12 PM	Finance	Yes
5/26/2023 8:18 PM	County Administrative Office	Yes



**DRAFT MEETING MINUTES
BOARD OF SUPERVISORS, COUNTY OF MONO
STATE OF CALIFORNIA**

Meeting Location: Mono Lake Room, 1st Fl., County Civic Center, 1290 Tavern Rd., Mammoth Lakes, CA 93546

**Special Meeting
May 1, 2023**

9:01 AM Meeting called to order by Chair Duggan.

Supervisors Present: Duggan, Gardner, Kreitz, Peters, and Salcido. (All attended in person, teleconference, or via zoom).

Supervisors Absent: None.

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Pledge of Allegiance led by Supervisor Gardner.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

2. AGENDA ITEMS

A. Budget Workshop FY 2023-24

Departments: CAO

(Mary Booher, Interim County Administrative Officer) - We are pleased to present the current Preliminary FY 2023-24 Budget for the annual workshop. This budget includes current service levels, restoration of partially funded positions from FY 2022-23, as well as appropriations for one time funding for Board priorities.

Action: None.

Mary Booher, Interim County Administrative Officer:

- Introduced item.

Megan Chapman, Budget Officer:

Note:

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

- Presented item.

Paul Roten, Public Works Director:

- Requested five loaders and blowers.

Janet Dutcher, Finance Director:

- Clarified the accounting process.

Break: 10:19 AM

Reconvened: 10:31 AM

ADJOURNED at 11:32 AM.

ATTEST

**RHONDA DUGGAN
CHAIR OF THE BOARD**

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

Note:

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**DRAFT MEETING MINUTES
BOARD OF SUPERVISORS, COUNTY OF MONO
STATE OF CALIFORNIA**

Regular Meetings: First, Second, and Third Tuesday of each month. Location of meeting is specified below.

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

**Regular Meeting
May 2, 2023**

Backup Recording

Minute Orders

Resolutions

Ordinance

Zoom

M23-079 - M23-087

R23-029 – R23-031

ORD23-002 Not Used

9:02 AM Meeting called to order by Chair Duggan.

Supervisors Present: Duggan, Gardner, Kreitz, Peters, and Salcido. (All attended in person, teleconference, or via zoom).

Supervisors Absent: None.

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Pledge of Allegiance led by Supervisor Salcido.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Briana Brown, Bridgeport Chambers:

- Requested to pull Item #5f from consent for a discussion.

Javier Caltenco, Public Affairs Specialist U.S. Small Business Administration:

- Provided an update regarding the declaration and deadlines for the Economic Injury Disaster Loan for residents and businesses.

2. RECOGNITIONS

Note:

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A. Proclamation Designating the Month of May 2023 as Mental Health Awareness Month

Departments: Behavioral Health

(Robin K. Roberts, Behavior Health Director) - Each year millions of Americans face the reality of living with a mental illness. In designating May 2023 as Mental Health Awareness Month, Mono County joins the national movement to raise awareness about mental health and to provide education and reduce stigma around mental health. Mono County Behavioral Health has planned activities and events to recognize Mental Health Awareness Month.

Action: Approved the Proclamation designating May 2023 as Mental Health Awareness Month.

Peters moved; Salcido seconded

Vote: 5 Yes, 0 No

M23-079

Robin K. Roberts, Behavior Health Director:

- Presented item.

3. COUNTY ADMINISTRATIVE OFFICER

Mary Booher, Interim County Administrative Officer:

- Attended the Budget Workshop meeting on Monday.
- Response to Public Comment (Briana Brown, Bridgeport Chambers) to pull item #5f; Requested that staff meet with the Bridgeport Chambers Representatives and bring back a workshop.

4. DEPARTMENT/COMMISSION REPORTS

Sheriff Braun:

- Swearing in of new Undersheriff Clint Dohmen.

Justin Nalder, Solid Waste Superintendent:

- Dump day this weekend (Saturday, May 6) in Benton at the transfer station everything is free and in Chalfant on Sunday, May 26.
- Big Stuff Amnesty Month is in the works for possibly June and July 2023.

Scheereen Dedman, JEDI Coordinator:

- Update on JEDI monthly meetings.

Wendy Sugimura, Community Development Director:

- Update on Adaptive Management Working Group Planning meeting with City of Los Angeles Department Of Water And Power (LADWP) and the Executive Oversight Committee meeting.
- April 20, 2023, Planning Commission meeting update.
- Update on the modification of Cannabis Operation Permit 23-001/Sierra High.

Note:

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

- Update on the resolution of allowing storage of a vacant RV overnight.

Justin Caporusso, Caporusso Communications:

- Update on PIO Team JIC/JIS Workshop sponsored by the CA Department of Public Health.

Chris Mokracek, Emergency Management Director:

- Update on meeting with Senator Padilla's staff - requested that they reach out to Federal Emergency Management Agency (FEMA).
- Update on the flooding in Bridgeport and June Lake areas and requests for sandbags and barrier walls.

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. Budget Adjustment - County Service Area (CSA) #1

Departments: CAO

Budget Adjustment for County Service Area (CSA) #1 to allow for potential repairs of tennis courts as weather permits.

Action: Approved budget adjustment included in the attached appropriation transfer request (requires 4/5 vote).

Kreitz moved; Salcido seconded

Vote: 5 Yes, 0 No

M23-080

B. Mutual Aid Agreement between East Fork Fire Department and Mono County Emergency Medical Services

Departments: Emergency Medical Services

Mutual Aid Agreement with Eastfork Fire Department (EFFD) to assist with the 911 service in Mono County when County EMS services are out of the area with other 911 calls. This service will also be provided to EFFD when their units are out of their area by Mono County EMS.

Action: Approved the recommended agreement.

Kreitz moved; Salcido seconded

Vote: 5 Yes, 0 No

M23-081

C. California Mutual Aid Agreement between Region I and Region VI

Departments: Emergency Medical Services

Note:

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

This is a Mutual Aid Agreement between Region I (Los Angeles, Orange, San Luis Obispo, Santa Barbara, and Ventura Counties) and Region VI (Imperial, Inyo, Mono, Riverside, San Bernardino, and San Diego Counties) of the RDMHC (Regional Disaster Medical Health Coordination. This agreement allows for resource coordination and requests between the two regions to provide mutual aid during disasters or other incidents requiring the need of outside resources.

Action: Approved and authorized the Chair to sign the recommended agreement.

Kreitz moved; Salcido seconded

Vote: 5 Yes, 0 No

M23-082

D. Review of Local Declarations of Emergency for 2023 Winter Storms

Departments: CAO, Office of Emergency Services

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: March 7, 2023).

Action: (1) Found 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) Directed staff to agendize a subsequent review of the emergency declarations within 60 days as required by Government Code section 8630.

Kreitz moved; Salcido seconded

Vote: 5 Yes, 0 No

M23-083

E. Regional Surface Transportation Program Road Funding Agreement FY 2022-2023

Departments: Public Works

Annual Funding Agreement through the Regional Surface Transportation Program (RSTP).

Action: Approved and authorized Chair's signature on the Annual Funding Agreement through the Regional Surface Transportation Program (RSTP).

Kreitz moved; Salcido seconded

Vote: 5 Yes, 0 No

M23-084

Note:

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

F. Maintained Mileage - FY 2023-2024

Departments: Public Works

Proposed resolution of the Mono County Board of Supervisors specifying additions and/or exclusions to the maintained mileage within the county road system and establishing maintained mileage for fiscal year 2023-2024.

Action: Adopted proposed resolution R23-029, specifying additions and/or exclusions to the maintained mileage within the county road system and establishing maintained mileage for fiscal year 2023-2024.

Peters moved; Salcido seconded

Vote: 5 Yes, 0 No

R23-029

Supervisor Peters:

- Pulled from Consent for discussion on designating certain roads for Off Highway Vehicle (OHV) use.

Stacey Simon, County Counsel:

- Suggested having discussion on designating certain roads for Off Highway Vehicle (OHV) use be agendaize for further discussion.

Directed staff to bring back a workshop on designating certain roads for Off Highway Vehicle (OHV) use.

6. CORRESPONDENCE RECEIVED - NONE

7. REGULAR AGENDA - MORNING

A. Inyo National Forest Seasonal Fire Outlook Briefing

Departments: Clerk of the Board

(Lesley Yen, Inyo National Forest Supervisor; Larry Pingel, Interagency Fire Management Officer) - Presentation by Leslie Yen and Larry Pingel from Inyo National Forest regarding seasonal fire outlook.

Action: None.

Lesley Yen, Inyo National Forest Supervisor:

- Introduced item.

Larry Pingel, Interagency Fire Management Officer:

- Presented item.

Break 10:37 AM

Reconvened: 10:48 AM

B. PUBLIC HEARING: Appeal of a Planning Commission Decision Denying a

Note:

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

General Plan Amendment that would allow for Transient Rental Uses on a Parcel in Bridgeport

Departments: Community Development

(Wendy Sugimura, Community Development Director) - Appeal of the Planning Commission decision to deny General Plan Amendment (GPA) 22-03, a proposed change of land use designation from Multi-Family Residential–Moderate (MFR-M) to Mixed Use (MU), and Use Permit 22-011, in support of a transient rental use.

Action: Conducted Public Hearing, and tentatively grant the appeal, thereby reversing the Planning Commission’s denial of the General Plan Amendment GPA 22-03 and directed staff to return to the Board at the next available meeting with appropriate documents reversing the denial and making the required findings in support of the General Plan Amendment, to be placed on the consent agenda. Provided direction to staff to process the Use Permit 22-011 for the application for a transient rental under Director Review procedures.

Peters moved; Salcido seconded

Vote: 3 Yes, 2 No

M23-086

Mary Booher, Interim County Administrative Officer:

- Recused herself from item.

Wendy Sugimura, Community Development Director:

- Presented item.

Public Hearing Opened: 11:16 AM

Chris Nicolas, Appellant:

- Provided background and receipts of correspondence.

Nick Criss, Compliance Officer:

- Clarified the business license was issued in error.

Public Hearing Closed: 11:45 AM

Vote:

Chair Duggan: Y

Supervisor Gardner: N

Supervisor Kreitz: N

Supervisor Peters: Y

Supervisor Salcido: Y

Break: 12:02 PM

Reconvened: 12:17 PM

C. PUBLIC HEARING: County Fees

Note:

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

Departments: Finance, CAO

(Janet Dutcher, Director of Finance) - Public hearing regarding changes to County fees.

Action: Conducted public hearing. Approved proposed Resolution R23-030, adopting fees for certain County permits and other services, and authorizing the Finance Director to compile and maintain one or more lists of County fees, removing Benton Crossing from fee list.

Peters moved; Salcido seconded

Vote: 5 Yes, 0 No

R23-030

Janet Dutcher, Director of Finance:

- Presented item.

Public Hearing Opened: 12:21 PM

Supervisor Kreitz:

- Requested clarity on why Benton Crossing is currently on the fees list.

Justin Nalder, Solid Waste Superintendent:

- Clarified Benton Crossing will be deleted from future lists.

Mary Booher, Interim County Administrative Officer:

- Clarified fees on page 4 of exhibit.

Greg Cooke:

- Fee increases on organic, clean wood waste, and the stump fees have had a negative impact on his business.

Public Hearing Closed: 12:59 PM

D. Discussion and Direction regarding Dog Leash Laws in Mono City

Departments: Clerk of the Board

(Chair Duggan) - On January 17, 2023, the Board reviewed a letter from a Mono City resident regarding dog leash laws in Mono City. Chapter 9.44 of the Mono County Code (included as an exhibit) imposes leash laws in specified regions of Mono County, not including Mono City. The Chair requested that the issue of a leash law in Mono City be agendized at a future meeting for Board discussion and possible direction to staff.

Action: None.

Stacey Simon, County Counsel:

- Recused herself from item.

Chair Duggan:

Note:

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- Introduced item.

Supervisor Gardner:

- Provided background.
- In support of a dog leash law.

Supervisor Peters:

- In support of a dog leash law.

Supervisor Kreitz:

- In support of a dog leash law.

Dave Marquart, resident:

- In support of a dog leash law.

Ken Bone-Rundle, resident:

- In support of a dog leash law.

Lia Webb, resident:

- Opposed of a dog leash law.

Cory Duro, resident:

- Opposed to a dog leash law.

Lily Patel, resident:

- In support of a dog leash law.

Connie Henderson, resident:

- In support of a dog leash law.

E. Mono County Jail Facility Replacement Project - Update

Departments: Sheriff, Public Works, Finance

(Sheriff Ingrid Braun; Paul Roten, Public Works Director; Janet Dutcher, Finance Director) - Update about the activities taking place on the Mono County Jail Facility Replacement Project, including a review of the project's budget to actual results through February 28, 2023.

Note:

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

Action: None.

Paul Roten, Public Works Director:

- Introduced item.

Mike Davey, LIONAKIS Principal:

- Presented item.

Mary Booher, Interim County Administrative Officer:

- Presented item.

Sheriff Braun:

- Discussed jail funding and deficiencies of the current jail.

Directed staff to provide the Board with a quarterly update.

F. Loans to Local Utility Districts for Emergency Response

Departments: CAO

(Mary Booher, Interim County Administrative Officer) - Bridge loans to special districts in Mono County providing utility services that were impacted by severe winter storms and runoff to enable those districts to commence repairs prior to the receipt of Federal Emergency Management Agency (FEMA) reimbursement.

Action: Adopted proposed Resolution R23-031, approving a budget adjustment appropriating \$2.5 million to be used as loans to special districts for utility (including water and sewer) in Mono County, for emergency response and repairs and authorizing the Interim County Administrative Officer to negotiate and execute loan terms and conditions within specified parameters and return to the Board once the loans are finalized (4/5 vote required).

Kreitz moved; Peters seconded

Vote: 5 Yes, 0 No

R23-031

Mary Booher, Interim County Administrative Officer:

- Introduced item.
- Discussed reimbursement process.

Jeff Simpson, Bridgeport Public Utility District President:

- Presented item.

Jessica Rockwell, Bridgeport Public Utility District Board Member:

- Update on the new pumps and grinders that were ordered.

Stacey Simon, County Counsel:

- Clarified that this is a broad loan program that can be utilized for any district who has an emergency need.

Note:

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G. Budget Adjustment for the Purchase of Loaders

Departments: Public Works

(Paul Roten, Public Works Director) - Budget adjustment to cover the costs to purchase five loaders to replace existing non-operational equipment.

Action: Approved budget adjustment (4/5 vote required).

Peters moved; Salcido seconded

Vote: 5 Yes, 0 No

M23-087

Paul Roten, Public Works Director:

- Presented item.

Break: 2:27 PM

Reconvened: 2:37 PM

H. Department Overview - Public Works

Departments: Public Works

(Paul Roten, Public Works Director) - Presentation by Paul Roten regarding responsibilities and activities of the Public Works Department.

Action: None.

Mary Booher, Interim County Administrative Officer:

- Introduced item.

Paul Roten, Public Works Director:

- Presented item.

I. Legislative Update

Departments: CAO

(Mary Booher, Interim County Administrative Officer) -
Presentation by Mary Booher, Interim County Administrative Officer regarding the following legislative activities: Congressionally Directed Funding requests.

Action: None.

Mary Booher, Interim County Administrative Officer:

- Presented item.

Moved to Board Reports.

Note:

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

8. CLOSED SESSION

Closed Session: 3:14 PM
Reconvened: 4:34 PM

Nothing to report out of Closed Session.

Moved to Adjournment.

A. Closed Session - Labor Negotiations

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Mary Booher, Stacey Simon, Janet Dutcher, Jack Conry, 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 - Exposure to Litigation

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

C. Closed Session - Public Employment

PUBLIC EMPLOYMENT. Government Code section 54957. Title: County Administrative Officer recruitment.

D. Closed Session - Public Employee Evaluation

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

9. BOARD MEMBER REPORTS

Chair Duggan:

- Spoke at the Caltrans memorial.

Supervisor Gardner:

- On Wednesday April 19 I chaired the quarterly meeting of the Mono County First 5 Commission. We approved several contracts, reviewed the First 5 Annual Evaluation, and the proposed 2023-24 Budget, and discussed potential childcare initiatives.

Note:

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

- Also, on April 19 I participated in the monthly meeting of the Mono Basin Fire Safe Council. We discussed planning for cleaning the fire breaks around Mono City and other wildfire prevention activities.
- On Thursday April 20 I participated in a meeting of the Mono Basin Partners. Topics at the meeting included reports from each of the task forces working on various projects in anticipation of the summer season in the Basin.
- On Friday April 21 I participated in the regular meeting of the Eastern Sierra Council of Governments. Topics at that meeting included a briefing on the status of the Inyo Mono Broadband Coalition, a presentation on Regional Wildfire Resiliency Planning, updates on the Community Economic Resiliency Fund and Comprehensive Economic Development Strategy, and an update from the Mono Inyo Airport Working Group.
- Also, on Friday the 21st I met with Supervisor Kreitz and others for the first meeting of the Ad Hoc Housing Subcommittee. We discussed selected opportunities for housing projects in the County.
- On Monday April 24 I joined the Local Agency Formation Commission meeting as a member of the public. The Commission reviewed their budget for 2023-24 and heard updates about pending projects.
- On Tuesday April 25 I participated with several others in an exercise in Mammoth to get input for planning the Comprehensive Economic Development Strategy program.
- On Thursday April 27 I chaired the quarterly meeting of the Collaborative Planning Team. Topics at that meeting included winter storm and flooding updates, Caltrans reports on the progress of the Wildlife Corridor Project, and the Climate Change Workshop.
- Finally, yesterday I participated in the monthly meeting of the Eastern Sierra Sustainable Recreation Partnership. Topics at that meeting included storm and flooding updates, and various reports about several Federal, State, and regional grant and other initiatives.

Supervisor Kreitz:

- No report.

Supervisor Peters:

- Last Friday at 1pm Meeting regarding Highway 108 opening
- Attended the 4th of July fundraiser dinner in Bridgeport.
- Attended WIR meeting.

Supervisor Salcido:

- Friday, April 21: ESCOG Updates on initiatives and projects.
- Thursday, April 24: Collaborative Planning Team.
- Monday, May 1, 2023: ESSRP - Review of projects and initiatives out of ESSRP.

Moved to Closed Session.

ADJOURNED at 4:35 PM.

ATTEST

Note:

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

**RHONDA DUGGAN
CHAIR OF THE BOARD**

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

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



**DRAFT MEETING MINUTES
BOARD OF SUPERVISORS, COUNTY OF MONO
STATE OF CALIFORNIA**

Regular Meetings: First, Second, and Third Tuesday of each month. Location of meeting is specified below.

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

**Regular Meeting
May 9, 2023**

Backup Recording
Minute Orders
Resolutions
Ordinance

Zoom
M23-088 – M23-097
R23-032 – R23-033
ORD23-002 Used

9:05 AM Meeting called to order by Chair Duggan.

Supervisors Present: Duggan, Gardner, Kreitz, Peters, and Salcido. (All attended in person, teleconference, or via zoom).

Supervisors Absent: None.

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

Pledge of Allegiance led by Chair Duggan.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

2. RECOGNITIONS

A. Proclamation Recognizing Public Service Recognition Week 2023

Departments: CAO

(Mary Booher, Interim County Administrative Officer) - Proclamation recognizing public service recognition week 2023.

Note:

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

Action: Approved the proclamation recognizing May 7-13, 2023, as Public Service Recognition Week.

Salcido moved; Peters seconded

Vote: 5 Yes, 0 No

M23-088

Mary Booher, Interim County Administrative Officer:

- Presented item.

B. Proclamation Recognizing the 50th Anniversary of Fishin' Mission

Departments: CAO, Economic Development

(Jeff Simpson, Economic Development Director) - Proclamation recognizing the 50th Anniversary of Fishin' Mission.

Action: Approved proposed proclamation recognizing the 50th Anniversary of Fishin' Mission.

Peters moved; Salcido seconded

Vote: 5 Yes, 0 No

M23-089

Supervisor Peters:

- Presented item.

C. Proclamation Recognizing and Celebrating May as Mono County Art Month 2023

Departments: CAO

(Mary Booher, Interim County Administrative Officer) - Proclamation recognizing and celebrating May as Mono County Art Month 2023.

Action: Approved proposed proclamation recognizing and celebrating May as Mono County Art Month 2023.

Salcido moved; Gardner seconded

Vote: 5 Yes, 0 No

M23-090

Mary Booher, Interim County Administrative Officer:

- Presented item.

3. COUNTY ADMINISTRATIVE OFFICER

Mary Booher, Interim County Administrative Officer:

- Update on the Department Head meeting: discussed the Affordable Connectivity Plan and how to get more outreach for Mono County.

Note:

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

4. DEPARTMENT/COMMISSION REPORTS

Justin Nalder, Solid Waste Superintendent:

- Updates on Solid Waste and upcoming Community Clean Up events.
- Recycling and composting education opportunities with the school children.
- Awarded U.S. Fish and Wildlife grant and was awarded approximately \$82,000.

Supervisor Gardner:

- Recycling metal, the storage of metal is temporary at County sites.

Chair Duggan:

- Requested that Solid Waste offer more of the County clean up days and a chipper, Crowley Lake area is in need.

Stacey Simon, County Counsel:

- Update on Ninth Circuit Court of Appeals ruled in the County's favor in the case of Abshire v. Newsom, et al.

Francie Avitia, Social Services Program Manager:

- Update on the success of the Mexican Consulate Mobil event last weekend in Mammoth at the Civic Center.

5. CONSENT AGENDA

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

A. Board Minutes

Departments: Clerk of the Board

Approval of Board minutes from the April 2023 regular meetings.

Action: 1. Approved the Board minutes from the April 4, 2023, regular meeting.
2. Approved the Board minutes from the April 18, 2023, regular meeting.

Peters moved; Salcido seconded

Vote: 5 Yes, 0 No

M23-091

B. Wheeler Crest Design Review Committee Appointments

Departments: Community Development

Appointment to the Wheeler Crest Design Review Committee.

Action: Appointed two new members, Greta Mettauer for a three-year term, expiring on March 31, 2026, and Rico Miledi for a two-year term expiring on March 31, 2025, to the Wheeler Crest Design Review Committee, as recommended by Supervisor Duggan.

Peters moved; Salcido seconded

Vote: 5 Yes, 0 No

Note:

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

M23-092

C. Privacy and Security Agreement Amendment with California Department of Social Services

Departments: Social Services

Amendment between California Department of Social Services (CDSS) and Mono County to extend the termination date of the 2019 Privacy and Security Agreement to allow ongoing transmissions of Personally Identifiable Information (PII) while the renewal of the agreement is finalized.

Action: Approved Amendment of the Privacy and Security agreement between California Department of Social Services and Mono County for extension of the termination date through March 1, 2024, or upon execution of a successor Privacy and Security agreement, whichever occurs first, and authorized Director of Social Services to sign the amendment.

Peters moved; Salcido seconded

Vote: 5 Yes, 0 No

M23-093

D. Resolution Proposing to Name a Segment of U.S. 395 After Dave McCoy

Departments: CAO

Proposed resolution supporting a community proposal to name a segment of U.S. Highway 395 after Dave McCoy.

Action: Adopted proposed Resolution R23-032, proposing to name a segment of U.S. Highway 395 after Dave McCoy.

Peters moved; Salcido seconded

Vote: 5 Yes, 0 No

R23-032

E. Appeal of Planning Commission Decision Denying a General Plan Amendment that would allow for Transient Rental Uses on a Parcel in Bridgeport

Departments: Community Development

Proposed resolution reversing the Planning Commission's denial of General Plan Amendment (GPA) 22-03/Nichols to redesignate APN 008-210-003-000 from Multifamily Residential-Moderate to Mixed Use, approving GPA 22-03, and certifying the California Environmental Quality Act (CEQA) addendum.

Action: Adopted proposed Resolution R23-033, upholding the appeal and reversing the

Note:

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

Planning Commission's denial of General Plan Amendment 22-03/Nichols to redesignate APN 008-210-003-000 from Multifamily Residential- Moderate (MFR-M) to Mixed Use (MU) and directed staff to file a Notice of Determination.

Peters moved; Salcido seconded

Vote: 3 Yes, 2 No

R23-033

Supervisor Kreitz:

- Pulled item from consent.
- Does not support.

Vote:

Duggan: Y

Gardner: N

Kreitz: N

Peters: Y

Salcido: Y

Moved to item #7a.

F. Monthly Treasury Transaction Report

Departments: Finance

Treasury Transaction Report for the month ending 3/31/2023.

Action: Approved the Treasury Transaction Report for the month ending 3/31/2023.

Peters moved; Salcido seconded

Vote: 5 Yes, 0 No

M23-094

G. Quarterly Investment Report

Departments: Finance

Investment Report for the Quarter ending 3/31/2023.

Action: Approved the Investment Report for the Quarter ending 3/31/2023.

Peters moved; Salcido seconded

Vote: 5 Yes, 0 No

M23-095

Moved to item #5e.

6. CORRESPONDENCE RECEIVED - NONE

7. REGULAR AGENDA - MORNING

A. Federal Emergency Declaration Update

Departments: Emergency Management

Note:

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

(Maria Figueroa, Government Affairs Specialist, FEMA) - Presentation by Maria Figueroa, Government Affairs Specialist, Federal Emergency Management Agency (FEMA) regarding Mono County's inclusion in Federal Disaster Declaration - DR4699. Explanation of Individual Assistance under FEMA.

Action: None.

Mary Booher, Interim County Administrative Officer:

- Provided background and introduced item.
- Mono County is a Primary County and discussed Mono County eligibility status.
- Disaster Recovery Centers to open with the Federal Emergency Management Agency (FEMA) as soon as next week.
- Update on the change of meeting place to Suite Z for the 5/16 Board of Supervisors meeting and the 5/16 Town/County meeting.

Maria Figueroa, Government Affairs Specialist, Federal Emergency Management Agency (FEMA):

- Presented item.
- Introduced Chad Bowman, FEMA Media Relations for Mono County.

Chris Mokracek, Emergency Management Director:

- Requesting extension on deadline.
- Update on Disaster Recovery Centers in Bridgeport and Mammoth.
- Update on Mobile Disaster Centers.

Break: 10:03 AM

Reconvened: 10:13 AM

B. Cannabis Operation Permit 23-001/Sierra High

Departments: Community Development

(Brent Calloway, Principal Planner) - Consider cannabis operations permit 23-001 Sierra High Farms allowing for the cultivation, distribution, and non-storefront retail operations in accordance with Use Permit 21-006 at 7761 Eastside Lane.

Action: 1. Found that the project is consistent with the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Plan prepared for Use Permit 21-006/Sierra High adopted on 12/15/22. 2. Approved Cannabis Operation Permit 23-001 subject to the conditions as recommended or with desired modifications.

Peters moved; Kreitz seconded

Vote: 5 Yes, 0 No

M23-096

Brent Calloway, Principal Planner:

- Present item.

Note:

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

Dan Landrum, Sierra High Farms Project Manager:

- Shared photo, introduced himself, and the three partners: John B. (JB), Jeff Heinz, and Walter Heinz.
- Provided background.
- Community contribution made by Jeff Heinz.
- Requested approval of the Board to move forward.

C. Fish and Game Fine Fund Expenditure

Departments: Economic Development

(Jeff Simpson, Economic Development Director; Colin West, Founder/CEO of Clean Up The Lake; Cindy Kamler, Founder/Executive Director of Clean Up The Lake) - Staff received two applications for the Mono County Fish and Game Fine Fund Local Program Funding. \$10,548 is being requested by Clean Up The Lake to complete an underwater cleanup project in June Lake and start underwater exploratory dives in Convict Lake. \$5,000 is being requested by Wildcare Eastern Sierra to pay for medical, food, and caging for local injured and orphaned wildlife. Both expenditures are a permissible use of the State of California Fish and Game Code Section 13103.

Action: Approved applications for funding in the amount of \$10,548 for Clean Up The Lake and \$5,000 to Wildcare Eastern Sierra.

Gardner moved; Peters seconded

Vote: 5 Yes, 0 No

M23-097

Jeff Simpson, Economic Development Director:

- Introduced item.

Colin West, Founder/CEO of Clean Up The Lake:

- Presented item.

Cindy Kamler, Founder/Executive Director of Clean Up The Lake:

- Update on the animal rescue program.

D. Department Overview - Behavioral Health

Departments: Behavioral Health

(Robin K. Roberts, Behavioral Health Director) - Presentation by Robin K. Roberts to update the Board of Supervisors and public related to Behavioral Health programs, therapeutic and substance use treatment, compliance related to regulations and mandates, and changes on the horizon related to the new initiatives at the state level.

Action: None.

Note:

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

Robin K. Roberts, Behavioral Health Director:

- Presented item.

Moved to Board Reports.

8. CLOSED SESSION

Closed Session: 12:30 PM

Reconvened: 1:41 PM

Nothing to report out of Closed Session.

Moved to Adjournment.

A. Closed Session - Labor Negotiations

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Mary Booher, Stacey Simon, Janet Dutcher, Jack Conry, 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 - Existing Litigation

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: *Cohen v. County of Mono and Town of Mammoth Lakes* (Mono County Superior Court Case No.: Z2UCM103).

C. 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: 1.

D. Closed Session - Exposure to Litigation

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

E. Closed Session - Public Employment

PUBLIC EMPLOYMENT. Government Code section 54957. Title: County Administrative Officer recruitment.

F. Closed Session - Public Employee Evaluation

PUBLIC EMPLOYEE PERFORMANCE EVALUATION. Government Code

Note:

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

section 54957. Title: Interim County Administrative Officer.

9. BOARD MEMBER REPORTS

Chair Duggan:

- 5/4 – Interview with Fox weather and future update on 7/4.
- 5/4 – Mammoth Voices on the Mammoth melt.
- 5/4 – Attended the Great Basin Air Pollution Control District meeting.
- 5/8 – Attended the LTC meeting.

Supervisor Gardner:

- No report.

Supervisor Kreitz:

- No report.

Supervisor Peters:

- Attended the CSAC webinar outreach.
- Attended the Antelope Valley RPAC meeting.
- District 9 and District 10 Caltrans/road update.
- Thank you to Wendy Sugimura.

Supervisor Salcido:

- Friday, May 4, 2023, Great Basin Air Pollution Control District Approval of 22/23 Budget
- Flood outlook and actions
- Planting overview and presentation by Jeremiah Joseph on tribal input
- Discussion of cost of legal fees and ongoing suits with LADWP
- Updates
- Monday, May 8, 2023, Eastern Sierra Wildlife Stewardship Team Outreach/Education/Funding Subcommittee
- Will be speaking at SNARL on June 6th.
- Hoping to have a design for a logo soon.
- One of the top 12 most important projects in the State to improve wildlife connectivity.
- Monday, May 8, 2023, Town County Liaison Meeting
- Discussions to topics for the joint meeting next Tuesday.

Moved to Closed Session.

Note:

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

ADJOURNED at 1:41 PM.

ATTEST

**RHONDA DUGGAN
CHAIR OF THE BOARD**

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

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



**DRAFT MEETING MINUTES
BOARD OF SUPERVISORS, COUNTY OF MONO
STATE OF CALIFORNIA**

Regular Meetings: First, Second, and Third Tuesday of each month. Location of meeting is specified below.

Meeting Location: Mammoth Lakes Suite Z, 437 Old Mammoth Rd, Mammoth Lakes, CA 93546

**Regular Meeting
May 16, 2023**

**Backup Recording
Minute Orders
Resolutions
Ordinance**

**Zoom
M23-098 – M23-101
R23-034 – R23-037
ORD23-002 Used**

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

Supervisors Present: Duggan, Gardner, Kreitz, and Salcido. (All attended in person, teleconference, or via zoom).

Supervisors Absent: Supervisor Peters.

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

Pledge of Allegiance led by Supervisor Gardner.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

2. RECOGNITIONS - NONE

3. COUNTY ADMINISTRATIVE OFFICER

Mary Booher, Interim County Administrative Officer:

- Happy Birthday to Chair Duggan.
- Update on the opening of the Disaster Resource Centers in Bridgeport and Mammoth.

Note:

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

4. DEPARTMENT/COMMISSION REPORTS

Kathy Peterson, Social Services Director/Interim Public Health Director:

- Update on 2-day training held by Mono/Inyo Health Care Coalition.
- Celebrated Jacinda Croissant and announced her departure from the County.

Yvonne Freeman, Social Services:

- Update on Presidential Major Disaster Declaration and Disaster CAL Fresh Program.

Lauren Kemmeter, Public Health Department – Tobacco Education Program:

- Update on free yoga classes in Chalfant area.

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. Budget Adjustment for Behavioral Health

Departments: Behavioral Health

Budget adjustment to increase appropriations in budget unit 841 – Mental Health Services Act (MHSA) for contract services and rents and leases. Recognize new revenue from the Mental Health Student Services (MHSS) grant and carryover fund balance to finance these additional spending requests.

Action: Approved budget adjustment (requires 4/5ths vote).

Gardner moved; Kreitz seconded

Vote: 4 Yes, 0 No, 1 absent

M23-099

Supervisor Kreitz and Chair Duggan:

- Pulled from Consent Agenda.

Danielle Patrick, Senior Deputy Clerk:

- Mental Health Services corrected acronym to MHSSA.

Jessica Workman, Behavior Health Accountant:

- Clarifies budget ask and the remaining amount allocation.

Moved to item #5c.

B. Fiscal Year 2023-24 Off-Highway Vehicle Grant

Departments: Sheriff

Proposed resolution approving application for the fiscal year 2023-24 Off-Highway Vehicle Grant.

Action: Approved the proposed resolution R23-034, authorizing the Mono County Sheriff-Coroner, Mono County Sheriff's Off -Highway Vehicle

Note:

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

Coordinator, and/or the Mono County Sheriff's Office Finance Officer to apply for and administer the California State Parks Off-Highway Vehicle Grant Program for fiscal year 2023-24. The Off-Highway Vehicle Grant will not exceed \$125,000.

Gardner moved; Kreitz seconded

Vote: 4 Yes, 0 No, 1 absent

R23-034

Moved to item #7d.

C. Resolution Approving Proposition 64 Public Health and Safety Grant

Departments: Probation

Proposed Resolution approving Proposition 64 Public Health and Safety Grant Program - Cohort 3.

Action: Approved the proposed resolution R23-036, approving an application to The Proposition 64 Public Health and Safety Grant Program.

Gardner moved; Kreitz seconded

Vote: 4 Yes, 0 No, 1 absent

R23-036

Action: Authorized the County Administrative Officer on behalf of the Mono County Board of Supervisors to submit the grant proposal for this funding and sign the Grant Agreement with the Board of State and Community Corrections, including any amendments thereof.

Gardner moved; Kreitz seconded

Vote: 4 Yes, 0 No, 1 absent

M23-100

Supervisor Salcido:

- Pulled from Consent Agenda.

Moved to item #7a.

D. Appointment of Emergency Standby Officials

Departments: CAO

Appointment of Emergency Standby Officials for each of the five Board members and the County Administrative Officer, pursuant to the California Emergency Services Act.

Action: Adopted proposed resolution R23-035, designating Emergency Standby Officials to serve in the event a member of the Board of Supervisors or the County Administrative Officer is unavailable to serve during a declared state, local or state of war emergency.

Gardner moved; Kreitz seconded

Note:

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

Vote: 4 Yes, 0 No, 1 absent
R23-035

Action: Appointed Patricia Robertson to serve as the first alternate for Supervisorial District 1, Kathryn Peterson as the first alternate for Supervisorial District 2, Paul McFarland as the first alternate for Supervisorial District 3, Jeff Simpson as the first alternate for Supervisorial District 4 and Stacy Corless as the first alternate for Supervisorial District 5.

Gardner moved; Kreitz seconded

Vote: 4 Yes, 0 No, 1 absent
M23-098

Moved to item #5a.

6. CORRESPONDENCE RECEIVED - NONE

7. REGULAR AGENDA - MORNING

A. First 5 Mono Annual Evaluation Presentation

Departments: First 5 Mono County

(Molly DesBaillets, Executive Director First 5 Mono County) - Presentation by Molly DesBaillets, Executive Director of First 5 Mono County, regarding the evaluation of services provided to families and children prenatal to five years old in Mono County for fiscal year 2021-22

Action: None.

Molly DesBaillets, Executive Director First 5 Mono County:

- Presented item.

B. Funding for Childcare and Education Provider Stipends

Departments: First 5 Mono County, Mono County Office of Education

(Molly DesBaillets, Executive Director First 5 Mono County) - Presentation from Molly DesBaillets requesting funding for childcare and education provider stipends.

Action: Allocated \$50,000 to begin to address low pay for childcare providers.

Gardner moved; Salcido seconded

Vote: 4 Yes, 0 No, 1 absent
M23-101

Molly DesBaillets, Executive Director First 5 Mono County:

- Presented item.

Break: 10:15 AM

Reconvened: 10:27 AM

Note:

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

C. Russ Branson - General Fund Forecast

Departments: CAO

(Russ Branson, Consultant) - Annual General Fund long term forecast from Russ Branson.

Action: None.

Megan Chapman, Budget Officer:

- Introduced item.

Russ Branson, Consultant:

- Presented item.

D. Resolution Authorizing the Registrar of Voters to Not Print the List of Proponents and Opponents of Local Measures on County Ballots

Departments: Elections

(Scheereen Dedman, Clerk-Recorder-Registrar) - Assembly Bill (AB) 1416 was passed by the State Legislature in 2022 with an effective date of January 1, 2023. AB 1416 requires counties to list the supporters and opponents of statewide measures on the ballot label or the ballot. AB 1416 gives counties the option to elect not to list supporters and opponents of local (county, city, district, or school) measures appearing on county ballots.

Action: Adopted proposed resolution R23-037, authorizing the Registrar of Voters to not include the list of proponents and opponents of local measures on county ballots.

Gardner moved; Salcido seconded

Vote: 4 Yes, 0 No, 1 absent

R23-037

Scheereen Dedman, Clerk-Recorder-Registrar:

- Presented item.

E. Budget Workshop Updates

Departments: CAO

(Mary Booher, Interim County Administrative Officer; Megan Chapman, Budget Officer) - Presentation by County Administrative Office staff regarding following up on questions from the Budget Workshops.

Action: None.

Mary Booher, Interim County Administrative Officer:

- Introduced item.

F. Legislative Update

Note:

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

Departments: County Administration

(Mary Booher, Interim County Administrative Officer) - Presentation by Mary Booher regarding the Governor's May Budget proposal.

Action: None.

Mary Booher, Interim County Administrative Officer:

- Introduced item.

8. CLOSED SESSION

Closed Session: 11:56 AM

Reconvened: 1:10 PM

Nothing to report out of Closed Session.

Moved to Adjournment.

A. Closed Session - Labor Negotiations

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

B. Closed Session - Public Employment

PUBLIC EMPLOYMENT. Government Code section 54957. Title: County Administrative Officer recruitment.

C. Closed Session - Public Employee Evaluation

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

9. BOARD MEMBER REPORTS

Chair Duggan:

- Attended the RCRC, GSFA & GSCA Board of Directors Meeting: the summary of key issues and highlights covered during the Rural County Representatives of California, the Golden State Finance Authority, and the Golden State Connect Authority Board of Directors meetings on May 12, 2023:
- [RCRC BOD Meeting Highlights](#)
- [GSFA BOD Meeting Highlights](#)
- [GSCA BOD Meeting Highlights](#)

Supervisor Gardner:

- On Tuesday May 9 I participated in a meeting of the Mono Basin Housing Committee.

Note:

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

We discussed the progress of plans for pursuing possible housing on County property next to the Lee Vining Community Center.

- On Wednesday May 10 I joined several business owners in Lee Vining for their Spring meeting of the Lee Vining Chamber of Commerce. We heard updates from various public agencies about the storm cleanup and runoff concerns, and the Chamber elected new officers.
- Also, on Wednesday the 10th I attended the June Lake Business Appreciation Lunch held by the County Economic Development staff. I commend Jeff Simpson and his staff for putting together a great program with much information for our businesses.
- On Thursday May 11 I led a Town Hall meeting in June lake to discuss the preparation for the anticipated runoff from the melting snow. Southern California Edison provided updates on the Rush Creek Dam System and other information about their plans for the summer. Other public agency representatives provided updates on their planning as well.
- On Friday May 12 I attended a dinner in Mammoth for Childcare providers in our County. This was sponsored by the Childcare Council as an opportunity to say thank you to the many people who support and provide childcare every day to our County children and youth.

Supervisor Kreitz:

- Attended the Sierra Nevada Aquatic Research Laboratory (SNARL) meeting.
- Attended NACo Housing Task Force meeting in Dallas.

Supervisor Peters:

- Absent, no report.

Supervisor Salcido:

- 5/11 attended California Wild meeting on wildfire prevention.

Moved to Closed Session.

ADJOURNED at 1:13 PM.

ATTEST

**RHONDA DUGGAN
CHAIR OF THE BOARD**

DANIELLE PATRICK

Note:

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

SENIOR DEPUTY CLERK OF THE BOARD

Note:

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



**DRAFT MEETING MINUTES
BOARD OF SUPERVISORS, COUNTY OF MONO
STATE OF CALIFORNIA**

Meeting Location: Mammoth Lakes Suite Z, 437 Old Mammoth Rd, Mammoth Lakes, CA 93546

**Special Meeting
May 16, 2023**

Backup Recording

Zoom

Minute Orders

M23-101 Used

Resolutions

R23-038

Ordinance

ORD23-002 Used

1:21 PM Meeting called to order by Chair Duggan.

Supervisors Present: Duggan, Gardner, Kreitz, and Salcido. (All attended in person, teleconference, or via zoom).

Supervisors Absent: Supervisor Peters.

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

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Ralph Lockhart, resident:

- Flood, dams, fault lines concerns and requested dam inspections.

2. AGENDA ITEMS

A. Mono Arts Council (MAC) Program Update and Resolution Naming Mono Arts Council as Mono County's State-Local Partner for the California Arts Council's State-Local Partnership Program (SLPP)

Departments: Board of Supervisors

(Kristin Reese, MAC Executive Director) - Mono Arts Council's mission is to facilitate and encourage art appreciation through education, advocacy and art-inspired programs, and events. Mono Arts Council (MAC) provides arts education programs in Mono County schools as well as summer and after-

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school arts camps and activities. The State-Local Partnership Program (SLPP) provides general operating support and technical assistance for county-designated local arts agencies. The purpose of the SLPP is to foster cultural development on the local level through a partnership between the State and the counties of California.

Action: Approved resolution R23-038, designating Mono Arts Council as the local partner for the California Arts Council's State-Local Partnership Program (SLPP) and supporting Mono Arts Council's (CAC) 2023 grant application.

Salcido moved; Kreitz seconded

Vote: 4 Yes, 0 No, 1 absent

R23-038

Kristin Reese, MAC Executive Director:

- Presented item.

ADJOURNED at 1:42 PM.

ATTEST

**RHONDA DUGGAN
CHAIR OF THE BOARD**

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

Note:

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OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 13, 2023

Departments: Community Development - Long Valley Hydrologic Advisory Committee (LVHAC)

TIME REQUIRED

SUBJECT Long Valley Hydrologic Advisory Committee (LVHAC) Hydrologic Monitoring Proposal

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 McGinley and Associates pertaining to the LVHAC Hydrologic Monitoring program in Long Valley.

RECOMMENDED ACTION:

Approve, and authorize Community Development Director to sign, contract with McGinley and Associates for the period June 15 2023, through June 30 2024, and a not-to-exceed amount of \$96,723, with minor modifications as accepted by the Director and reviewed by County Counsel and authorize director to sign the corresponding contract with Ormat for reimbursement of expenses paid by the County under the McGinley and Associates contract for the same period.

FISCAL IMPACT:

Net fiscal cost is \$0. All costs for monitoring will be reimbursed to Mono County by Ormat.

CONTACT NAME: Nick Criss

PHONE/EMAIL: 760924-1800 / ncriss@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
staff report
McGinley Monitoring Agreement
2a McGinley Monitoring Scope of Work
Ormat Pass Through Agreement

History

Time	Who	Approval
6/8/2023 10:37 AM	County Counsel	Yes
6/6/2023 9:55 AM	Finance	Yes
6/8/2023 3:14 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

PO Box 8
Bridgeport, CA 93517
760.932.5420, fax 932.5431
www.monocounty.ca.gov

June 13, 2023

To: Board of Supervisors
From: Nick Criss, Code Enforcement Officer
Re: LONG VALLEY HYDROLOGIC MONITORING FUNDING AGREEMENTS

Discussion

Use Permits for the existing geothermal plant and approved replacement plant require that the operator (Ormat) fund the Hydrologic Resource Monitoring Program to monitor baseline conditions and detect changes in existing hydrothermal reservoir pressures and shallow water aquifer levels. The contract between the County and Ormat funds the monitoring program, and then the contract between the County the County and McGinley and Associates passes the funding through to the contractor for the monitoring work. The contractor, McGinley and Associates, has been selected through a request for approval (RFP) process to assume monitoring responsibilities from the USGS, who was primarily responsible for implementation of the monitoring plan in the past. The proposed agreements continue the required monitoring program, with all costs borne by Ormat.

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

Attachments

1. McGinley and Associates Agreement
2. McGinley and Associates Scope of Work
3. Ormat 2023-24 Agreement

**AGREEMENT BETWEEN COUNTY OF MONO
AND MCGINLEY & ASSOCIATES
FOR THE PROVISION OF HYDROLOGIC MONITORING SERVICES**

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as “County”) may have the need for the services of McGinley and Associates of Reno, Nevada (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 the Mono County Community Development Department, 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.

2. TERM

The term of this Agreement shall be from June 15, 2023, to June 30, 2024, at which time it shall automatically renew for up to four (4) subsequent one-year terms, unless either party gives written notice of non-renewal to the other party prior to June 30 of the then-current term, or 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 \$111,305.00 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 \$2,000,000 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, \$2,000,000 aggregate.

Contractors’ Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$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 10 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 10 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 11 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 13 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 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. 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 23.

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 Community Development
Wendy Sugimura
PO Box 347
Mammoth Lakes, CA 93546

Contractor:
McGinley & Associates
6995 Sierra Center Parkway
Reno, NV 89511

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.

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

By: _____

Title: _____

/Dated: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

CONTRACTOR

By: Anthony Dimpel



Title: Area Director – Northern NV

Dated: 6/7/2023

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF MONO
AND MCGINLEY & ASSOCIATES
FOR THE PROVISION OF HYDROLOGIC MONITORING SERVICES**

TERM:

FROM: JUNE 15, 2023 TO: JUNE 30, 2024

SCOPE OF WORK:

LVHAC (G1-G3_ Program:

Take Groundwater Level Measurements via Transducer at wells CH10B, LV-19, SC-1, and SC-2.

- Surface Water Discharge and Water Quality Measurements at Stations 10265130, 10265143, 10265417 (HCA), and 10265150 (HCF).
- Spring Flow and Water Quality Measurements at Spring IDs AB, CD, H-2, H-3, and Thermal Spring on Hot Spring in Creek Gorge, consisting of:
 - Continuous stage and water temperature measurements at the Fish Hatchery Spring groups AB, CD, H-2 and H-3; used to compute daily mean flow rates.
 - Meter measurements to confirm discharge ratings.
 - Annual water sample collection at spring groups AB, CD, H-2 and H-3, analyzed for major ions, nutrients, arsenic, boron, fluoride and lithium.
 - Quarterly sampling at AB and CD analyzed for dissolved chloride and boron.
 - Field measurements of water temperature, specific conductance, pH and alkalinity taken during each sampling.
- Compile data, collected on a quarterly basis, in a format suitable for entry into the Mammoth Complex hydrologic data portal, as provisional data.
 - o Water level, temperature, and flow data will be used to compute daily average values, and the continuous (20-minute) data will be compiled for use and review.
 - o All data will go through QA/QC review at the end of the year, as part of the publication of the Annual Summary Report.
 - o Data compilation will include conversion of pressure to water level data by using the true elevations and the site-specific reporting datum that has been historically used.
 - o Stage data at the Hot Creek Flume and for springs at the fish hatchery will be converted to discharge values using available rating tables.
 - o Chemistry data will be reported in units consistent with historical reporting.

Prepare biannual data summary reports for the data collected during the Q1 and Q2 2023 sampling events and one annual summary report which will include a summary of all data collected during 2023. No stand-alone biannual data summary report for Q3 or Q4 2023 will be required since that data will be included in the annual summary report. All reports will be stamped by a California-registered Professional Geologist/certified Hydrogeologist.

This Scope of Work shall also reflect the work as described in the McGinley & Associates Proposal for Administration of Hydrologic Data Collection and Monitoring Program for Ormat Nevada Inc.'s Geothermal Facility in Mammoth Lakes, California.

This Scope of Work may be further described in the McGinley & Associates Proposal for the Administration of Hydrologic Monitoring and Data Collection and Monitoring Program for Ormat Nevada Inc.'s Geothermal Facility in Mammoth Lakes CA, Dated March 3, 2023

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF MONO
AND MCGINLEY & ASSOCIATES
FOR THE PROVISION OF HYDROLOGIC MONITORING SERVICES**

TERM:

FROM: JUNE 15, 2023 TO: JUNE 30, 2024

SCHEDULE OF FEES:

Task	Description	Estimated Cost
1	Sites orientation, start-up and SAP	\$10,306.00
2	Groundwater (non-GMRP sites), springs and surface water measurements and sampling, including surface water chemistry analyses	\$58,328.00
3	Data compilation and reporting	\$19,376.00
4	Re-equipping Hot Creek Flume	\$15,595.00
5	Attend LVHAC meetings (2 held in Bishop or Mammoth Lakes, CA)	\$7,700.00

Total Estimated Cost \$111,305.00

See McGinley & Associates Attachment table for more detailed cost breakdown.



McGinley & Associates
A Universal Engineering Sciences Company

6995 Sierra Center Parkway
Reno, NV 89511
p. 775.829.2245

Proposal for

Administration of Hydrologic Data Collection and Monitoring Program for Ormat Nevada Inc.'s Geothermal Facility in Mammoth Lakes, California

Submit Response To:

Mono County Community Development Department
c/o Nick Criss
P.O. Box 347
1290 Tavern Road
Mammoth Lakes, CA 93546

Submittal Due Date:

March 3, 2023

Submittal Due Time:

5:00 PM

TeamUES.com

AMENDED
3/02/2023

Date: March 3, 2023

**McGinley and Associates,
A UES Company**

6995 Sierra Center Parkway
Reno, NV 89511
775.829.2245

Attention: Nick Criss,
Community Development Analyst-Code
Enforcement,
p. 760.924.1826
email. ncriss@mono.ca.gov

Reference: Administration of Hydrologic Data Collec-
tion and Monitoring Program
for Ormat Nevada Inc.'s Geothermal Facility
in Mammoth Lakes, California

Dear Committee Members:

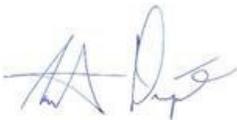
McGinley and Associates, A Universal Engineering Sciences Company (McGinley) is pleased to submit this proposal to provide Administration of Hydrologic Data Collection and Monitoring Program for Ormat Nevada Inc.'s Geothermal Facility in Mammoth Lakes, California.

McGinley understands the scope to administer a comprehensive hydrologic data collection and monitoring program at the G1, G2, G3 and CD-IV geothermal facilities located just outside of Mammoth Lakes, California. The McGinley Team will conduct hydrologic sampling and monitoring activities, and generate biannual and annual data summary reports describing the hydrologic conditions at units G1, G2, G3 and Casa Diablo IV (CD-IV).

McGinley appreciates the opportunity to submit this proposal and we look forward to working with you on this project. Should you have any questions regarding our proposal, please contact Dwight Smith at (775) 848-2366 or dsmith1@teamues.com. Please let us know if you require additional information or would like to schedule an interview.

Respectfully submitted,

MCGINLEY & ASSOCIATES
A UNIVERSAL ENGINEERING SCIENCES COMPANY



Anthony Dimpel, PE, CEM
Area Director – Northern Nevada



Dwight Smith, PG, CHg
Principal Hydrogeologist



Firm's Experience

MCGINLEY QUALIFICATIONS

McGinley and Associates, A Universal Engineering Sciences Company, (McGinley) has extensive experience in the collection and monitoring of surface water and groundwater sources across Nevada and California for geothermal projects, mining projects, oil and gas projects and contaminated site investigations and remediations. McGinley collects thousands of water samples and has experience and expertise with nearly all sampling techniques, equipment, protocols, and analytes. We maintain a variety of in-house surface water and groundwater sampling equipment and supplies and can easily procure any equipment or supplies that we may need we do not have in-house.

McGinley also has unique experience and expertise in stream flow gaging as required for the Mammoth Complex monitoring. Our staff have experience in maintaining long-term gaging networks, open channel flow measurement method for streams similar in size to Mammoth Creek and Hot Creek, use of USGS methodology for open channel stream gaging, developing and applying rating curves for weirs and flumes, QA/QC for the measurement methods, and data processing and data publishing.

Our staff also has experience with water analysis techniques that are unique to USGS protocols, such as field titration for alkalinity measurement, and spring sampling techniques that are not commonly conducted by consultants.

Additionally, McGinley has Mammoth Complex hydrologic monitoring familiarity, having developed the web-based data portal for the Mammoth Geothermal Complex monitoring program. McGinley built this data portal with feedback from the LVHAC. The data portal incorporates historical data from all monitoring locations subject to the proposal. McGinley has been participating in the LVHAC meetings for updates and coordination on data portal data entry, for which we are currently responsible.

Of final note, McGinley also has experience providing monitoring services in Mono County, as we are currently providing landfill compliance monitoring services for the county Solid Waste Division.

OFFICE IN CHARGE

McGinley/UES
6995 Sierra Center Parkway
Reno, NV 89511
p. 775.848.2366

POINT OF CONTACT

Dwight L. Smith, PE, PG
Principal Hydrogeologist
c. 775.848.2366 | dsmith1@teamues.com

RELEVANT PROJECT EXPERIENCE AND REFERENCES

McGinley has been a trusted and reliable environmental professional consulting group for over 20 years. Primary monitoring services are provided for groundwater, surface water, air quality, remedial actions for soils and water, and biology (vegetation, terrestrial and aquatic species). Clients, regulator agencies, and stakeholder groups routinely rely on our data collection to bring scientifically accurate understanding and expected accountability forward for all parties. A small representation of our hydrologic monitoring project experience, working with geothermal and meteoric water flow systems is outlined below, including experience making open-channel flow gaging, maintaining continuous-flow gages, collecting and maintaining

groundwater level data, and water chemistry sampling from streams, springs and groundwater sources.

For disclosure purposes, McGinley is currently providing landfill monitoring services to Mono County Public Works under a qualifications and competitive bid contract. McGinley has additionally provided hydrology, biology, air quality, environmental compliance, and remediation services to Ormat Geothermal from 2016 to present. Work at the Mammoth geothermal facilities includes the development of the Mammoth Hydrologic Data Portal, ongoing maintenance of the data portal, and environmental and safety compliance monitoring for Casa Diablo IV construction in 2021 and 2022. The primary hydrologic monitoring projects for Ormat are included in the project descriptions below.

Table 1 – Select Projects and References

Name, Address/ Contact and Telephone number	Work Description	Value	Location	Start/Stop
Mono County Department of Public Works 74 N. School Street Annex I, Bridgeport, CA 93517 Robert Lawton (760) 932-5449	Groundwater Quality and Landfill Gas Monitoring at Solid Waste Landfills in throughout Mono County, including Benton, Bridgeport Transfer Station, Chalfant, Pumice Valley, and Walker. Quarterly water quality and vadose zone sampling and analyses, and compliance monitoring reporting to the CA RWQCB	\$251,000	Mono County, CA	2018-2023
Ormat Geothermal 6140 Plumas St, Reno, NV 89519 Mark Hanneman (775) 742-0297	Mammoth Geothermal Complex Hydrologic Database and Data Portal development and maintenance, including working with the LVHAC to refine the data portal attributes to facilitate stakeholder access and viewing of data for all hydrologic parameters from the LVHAC and GMRP monitoring	\$76,000	Mono County, CA	2019-2022

Table 1 – Select Projects and References

Name, Address/ Contact and Telephone number	Work Description	Value	Location	Start/Stop
Ormat Geothermal 6140 Plumas St, Reno, NV 89519 Erica Freese (775) 356-9029	Hydrologic Characterizations and Biologic Surveys, including Baseline Hydrologic Monitoring for Dixie Meadows, including development of a Aquatic Resource Monitoring and Mitigation Plan in collaboration with multiple stakeholders, including the BLM, NDOW, and US Navy for use in the geothermal project EA, and subsequently in the USFWS for an ongoing Biological Assessment. The baseline monitoring (field parameters, discharges, pool stage) has included weekly, monthly and quarterly frequency spring monitoring at up to 24 sites in the meadows, ranging in water temperatures from 60 to 160oF, and has included sampling for chemical characterizations of geothermal and meteoric water sources, and annual data QA/QC and reporting.	\$377,000	Churchill County, NV	2016-2023
Ormat Geothermal 6140 Plumas St, Reno, NV 89519 Erica Freese (775) 356-9029	Baseline hydrologic characterizations and quarterly monitoring for geothermal exploration projects. Baseline data report and quarterly monitoring work plans and submittals are approved by the US BLM. Geothermal project sites include Pearl and Lone Mountain in Esmeralda County, NV and Juniper Hills in Washoe and Churchill Counties, NV.	\$154,000	Esmeralda County, NV Washoe and Churchill Counties, NV	2020-2023
Open Mountain Energy 245 E Liberty St Ste 520, Reno, NV 89501 John Casteel (775) 451-9679	Baseline hydrologic characterizations, monitoring network development, and quarterly monitoring for geothermal exploration and power plant development projects. Baseline data report and quarterly monitoring work plans and submittals are approved by the US BLM. Geothermal project sites include Fish Lake Valley in Esmeralda County, NV; Wabuska in Lyon County, NV; Star Peak in Humboldt County, NV.	\$247,000	Clark County, NV	2020-2023

Table 1 – Select Projects and References				
Name, Address/ Contact and Telephone number	Work Description	Value	Location	Start/Stop
Churchill County and US Bureau of Reclamation 155 N. Taylor Street, Fallon, NV 89406 Julie Guerrero (Administrative Manager) (775) 423-5136	Dixie Valley Water Resources Evaluations for an inter-agency cooperative study, including operation of 22 stream gages over 3 years, and collection of spring, stream and precipitation samples for chemistry analysis and publication in the USGS NWIS database.	\$670,000	Churchill County, NV	2009-2016
General Moly 790 Commercial Street, Suite B, Elko, NV 89801 Pat Rogers (former Environmental Director) (775) 397-4448	Lead Hydrogeologic Services for Water Supply Evaluations for NEPA and Water Rights Hearings for a portion of the Diamond Valley Regional Flow System. Work included numerical flow modeling, aquifer testing, development of a regional baseline monitoring program, installation of 4 high- altitude precipitation gages, installation and operation of 6 continuous-flow stream gages, baseline spring data collection and source interpretations, design and supervision of approximately a dozen monitoring well installation, including data QA/QC for annual reporting.	\$1,550,000	Eureka County, NV	2008-2018
Southern Nevada Water Authority 100 N. City Pkwy Suite 700, Las Vegas, NV 89106 Jeff Johnson (702) 862-3400	Hydrogeologic evaluations of the Muddy River Springs and Lower White River Flow System, including State Engineer Order 1169 Evaluations of potential impacts from Carbonate Aquifer pumping to the Muddy River Springs. Work entailed detailed spring discharge data evaluations, climate data, long-term water level change evaluations, and detailed reviews of data from a controlled 2-year pumping test from the Regional Carbonate Aquifer in southern Nevada.	\$250,000	Clark and Lincoln Counties, NV	2008-2016

Table 1 – Select Projects and References

Name, Address/ Contact and Telephone number	Work Description	Value	Location	Start/Stop
Nye County Water District 2101 E Calvada Blvd., Pahrump, NV 89048 Oz Wichman (former GM) (775)761-5307	Pahrump Valley Groundwater Management Plan, including review of long-term water level trends and spring discharge data, and working with DRI to improve numerical flow modeling calibration for spring discharges and groundwater levels. The numerical flow model was then used to evaluate long-term pumping strategies for Pahrump Valley.	\$80,000	Nye County, NV	2017-2019
Sierra Valley Groundwater Management District 18012 State Highway 89, Calpine, CA 96124 Tracey Ferguson, Plumas County (530) 283-6214 Jenny Roberti, SVGMD (530) 249-4520	Designed and implemented a hydrologic monitoring network for Groundwater Dependent Ecosystems in Sierra Valley. Additionally provided a land subsidence monitoring network, flow metering improvement program, evaluations for groundwater and surface water management, and a demonstration irrigation efficiency program as part of the Groundwater Management Plan prepared under the CA Sustainable Groundwater Management Act (SGMA).	\$290,000	Plumas and Sierra Counties, CA	2020-2022

DIXIE VALLEY WATER RESOURCES STUDY

**Churchill County, Nevada and
US Bureau of Reclamation**

PROJECT PRINCIPAL HYDROGEOLOGIST:
DWIGHT SMITH, PE, PG, CHG

McGinley (formerly Interflow Hydrology) was part of a team of professionals that conducted a comprehensive multi-year study of the water resources of Dixie Valley, located east of Fallon, Nevada. The purpose of the study is to refine the understanding of the groundwater flow system and water budgets in Dixie Valley, including advancing the understanding of complicated interactions between geothermal flow systems, high-salinity playa brines, and freshwater aquifers. The study team included the US Geological Survey, Bureau of Reclamation engineers and scientists, the Nevada Division of Water Resources, and Churchill County consultants, with specialized expertise in geothermal flow systems, remote sensing for water budget evaluations, and hydrologic data collection.



McGinley conducted baseline reconnaissance for springs in the basin ([Dixie Valley Spring Reconnaissance and Sampling Report](#)), assisted with well and water level surveys, aquifer testing ([Aquifer Testing Dixie Valley](#)), and assisted with high-altitude precipitation gages, include precipitation chemistry collection. Water chemistry data for springs, streams, and precipitation were collected using USGS methods, with samples analyzed by the USGS National Laboratory, and published in the USGS National Water Information System (NWIS) database.

As part of the study, McGinley implemented a 22 gage stream flow monitoring network to data on

ephemeral run-on to the playa, perennial stream flows from the surrounding mountains, and stream flow losses on the alluvial fans and valley floor ([Dixie Streamflow Report](#)). McGinley operated this gaging network for three years during the data collection phase of the study.

To conclude the study, McGinley developed a calibrated numerical groundwater flow model of the basin to bring together a comprehensive understanding of the basin flow systems, and evaluate potential groundwater pumping scenarios ([Dixie Model Report 2016](#)).





Key Personnel

THE TEAM

The primary personnel supporting the work outlined above and their respective roles are discussed below. Resumes for key project personnel are provided in the Appendix.

ANTHONY DIMPEL, PE, CEM – AREA DIRECTOR – NORTHERN NEVADA

Anthony Dimpel is a Professional Environmental Engineer and Nevada Certified Environmental Manager. His areas of expertise that includes:

- Project management
- Regulatory engagement
- Water discharge permitting
- Site assessment and remediation
- Air quality permitting and support

Anthony has significant project management experience on projects similar to those required by Mono County for this project.

Anthony will provide senior oversight and support as well as contract administration for the project.

DWIGHT SMITH, PE, PG, CHG, WRS – PRINCIPAL HYDROGEOLOGIST

Dwight Smith has over 30 years of experience as a consulting hydrogeologist, specializing in groundwater and surface water resources in California and Nevada. Dwight's professional experience includes:

- Water resources development feasibility
- Water resources management

- Regional and watershed scale hydrogeologic assessments
- Groundwater recharge and sustainability evaluations
- Well design and aquifer pumping assessments
- Water rights surveying and research
- Design of dewatering systems
- Geochemical evaluations to assess sources of water
- Computer-aided groundwater and surface water flow modeling
- Stream flow gaging
- Stream and groundwater interaction studies
- Spring evaluations
- Baseline hydrology monitoring
- Water quality management plans
- Environmental impact evaluations

Dwight has managed water chemistry sampling in strict adherence to USGS protocols, for ultimate publication in the USGS NWIS database for spring, well, and precipitation sampling, Dwight has over 30 years of experience in monitoring water levels and water chemistry in monitoring well networks for many types of conditions and purposes. Lastly, Dwight has particularly relevant experience for the Mammoth Complex monitoring in open channel flow measurement, including:

- Implementation and operation of a 22-gage network in Dixie Valley for a three year USBOR

funded study performed in conjunction with the USGS

- Baseflow measurements for tributaries to the Truckee River in Martis Valley
- Technical review of USGS gage operation and QA/QC for a key water right accounting gage on Walker River
- Implementation and management of spring and stream gages on Warm Springs Creek and tributaries for over 20 years
- Implementation of stream flow gaging stations, operation and data QA/QC for long-term operation of stream flow gages in perennial streams in and near the Roberts Mountains, Eureka County

Dwight will be the Principal Hydrogeologist responsible for overseeing the implementation of all technical aspects of the scope of services for Mono County.

GARRETT FREY – PROJECT HYDROGEOLOGIST

Garrett Frey is a hydrogeologist with ten years of professional experience in hydrogeologic evaluations, data collection, well drilling, aquifer testing, surface water gaging, monitoring programs, and geologic evaluations. Garrett will assist with field monitoring and measurement activities. Garrett has witnessed monitoring well water sampling and temperature logging procedures being employed by the UGSS at the GRMP sites.

DAN PASTERIS, PHD, CEM – HYDROLOGIST / GEOCHEMIST

Dan has eight years of professional experience as a hydrologist and geochemist. Dan will assist with development of the Sampling and Analysis Plan (SAP), field data collection, and will be responsible for field measurements and chemistry data management and QA/QC.

ANDREW TKACH, EI – STAFF ENVIRONMENTAL ENGINEER

Andrew has extensive sampling and field measurement experience over the course of the past four years at McGinley, including managing weekly and monthly baseline field measurements and water chemistry sampling at 24 spring sites in a large geothermal-fed spring complex in central Nevada. Andrew will be available to assist the Project Hydrogeologist with field monitoring activities, including stream gaging and spring data collection.

DARREN THOMAS, MS (EXPECTED MAY 2023) – STAFF HYDROGEOLOGIST

Darren is a staff hydrogeologist with three years of experience in hydrogeology and analytical chemistry. Darren will assist the Project Hydrogeologist with field measurements and sampling.

MATT TIMKO – ENVIRONMENTAL FIELD TECHNICIAN

Matt is a trained full-time environmental field technician with four years of experience with McGinley. He currently conducts landfill monitoring well sampling services for Mono County, and will additionally be utilized for the monitoring well components of the sampling and data collection for the GMRP.

DOUG PARCELS – ENVIRONMENTAL FIELD TECHNICIAN

If needed, Doug will assist Matt in field sampling and temperature logging. Doug has 18 years of environmental field technician experience with McGinley.

PATRICK JOHNSON – DATA MANAGEMENT AND GIS SPECIALIST

Patrick has unique skills in GIS and database development and management, including coding and creating client-specific data portals. Patrick developed the current Mammoth Geothermal Complex Data Portal and will provide input to the project on data formatting for efficient input and uploading into the project-specific data portal.



Project Approach and Scope of Work

PROJECT UNDERSTANDING FOR LVHAC AND GMRP MONITORING PROGRAMS

McGinley understands the existing monitoring programs in effect for the Mammoth Geothermal Complex and Casa Diablo IV projects. McGinley developed the Mammoth Geothermal Complex Data Portal, and is currently maintaining this data sharing site. We have inspected most of the Long Valley Hydrologic Advisory Committee (LVHAC) and Groundwater Monitoring and Response Plan (GMRP) monitoring sites, including witnessing the USGS measurement and sampling techniques, and we have unique understanding of the specialized equipment and procedures that will need to be implemented to maintain consistency in data collection with historical measurements made by the USGS.

The scope includes water sampling and data collection from LVHAC and GMRP geothermal monitoring wells and surface water sites for calendar year 2023. Sampling and monitoring the activities will be conducted on a quarterly basis. Additionally, biannual data summaries will be prepared along with an annual summary report. McGinley will attend up to two meetings at the LVHAC and quarterly remote attendance at the GMRP.

Field data collection will be conducted per the methods outlined in the USGS Techniques of Water Resources Investigation Series (USGS 2003) and the USGS National Field Manual for the Collection of Water-Quality Data (USGS 2018). All collected samples will be analyzed by a California-certified environmental laboratory that performs Title 22 analyses, and all reports will be stamped by a California-registered professional geologist/certified Hydrogeologist (CHg).

PROJECT APPROACH AND SCOPE OF WORK

The scope of work included in this proposal for the LVHAC and GMRP consists of the following:

- Task 1: Prepare Sampling and Analysis Plan (SAP), and conduct field inspections to assess equipment status
- Task 2: Conduct quarterly sampling and monitoring events (Q2-Q4)
- Task 3: Data compilation and Prepare 2023 Biannual Data and Annual Data Reports, and upload of monitoring data to the data portal
- Task 4: Attendance at LVHAC Meetings (two, in-person), and GMRP Meeting (4 remote)

Descriptions of each task to be implemented under this proposal are summarized on the following pages.

TASK 1A: PREPARE INTERNAL SAMPLING AND ANALYSIS PLAN (SAP)

McGinley will prepare a SAP to provide to Mono County, LVHAC, and BLM for review and comment. Modifications to the SAP will be subject to Mono County or BLM approval, respectively, for the LVHAC and GMRP. The SAP will ensure that all sampling and monitoring activities are properly carried out. The SAP will include the following information:

- Monitoring, measurement locations, and site ID
- Monitoring frequency
- Required field measurements and lab analytical
- Sample container, preservation, and storage requirements
- Sample labeling and chain-of-custody protocols
- Field methods and procedures
- Required field equipment and supplies

Table 1A - Groundwater Level Measurements for LVHAC

Well	LOCATIONS AND DEA NUMBERS			
	Quarterly DTW Measurement and Transducer Download*	Quarterly Temperature (vertical temperature profile)	Quarterly Geochemistry Data**	Quarterly Bubbler Tube Transducer Download
CH10B	X	NA	NA	NA
LV-19	X	NA	NA	NA
SC-1	X	NA	NA	NA
SC-2	X	NA	NA	NA

* Manual ground-water level measurement needs to be made to ensure accuracy of transducers.

** Chemistry data includes major ions, nutrients, arsenic, boron, fluoride, and lithium.

TASK 1B: INITIAL FIELD INSPECTIONS

A field inspection of monitoring well sites will be conducted prior to the initial round of monitoring so that any issues may be presented to Mono County, BLM, and stakeholders for discussion. This will also assure the proper communications cables and software are secured for quarterly monitoring work, if monitoring equipment is in place. Due to 2022/2023 snowpack levels, the inspections are not practical in Q1, and are planned to take place in Q2. Our proposal does not include any Q1 field measurements or sampling. McGinley will prepare SAP, make field inspections at the earliest possible time, and plan to conduct monitoring in the second half of Q2.

TASK 2A: CONDUCT QUARTERLY SAMPLING AND MONITORING EVENTS FOR LVHAC SITES

McGinley has prepared Tables 1A-1C which summarize the quarterly and annual sampling and monitoring activities to be conducted under this scope of monitoring for the LVHAC. All sample collection and monitoring activities will be performed pursuant to the methods outlined in the USGS Techniques of Water Resources Investigation Series (USGS 2003) and the USGS National Field Manual for the Collection of Water-Quality Data (USGS 2018).

Field instruments for alkalinity, pH and specific conductance (S.C.) will be calibrated daily using laboratory provided standards. Measurements will be made in accordance with State of California and US EPA standards. Field titration for alkalinity measurement (method used by the USGS) is not envisioned, rather, samples will be delivered to a CA-certified analytical laboratory for this analysis, as will be detailed in the SAP.

We have assumed that the gaging equipment (pressure transducer – stage recorder) on the Hot Creek Flume will remain in place. This equipment may be currently owned by the USGS and may require replacement. Access to and continued use of the recording equipment needs to be verified and field checked prior to commencement of monitoring activities. Any re-equipping of the flume or other LVHAC monitoring sites, if necessary, are not included in this proposal, but can be provided on an approved time and expenses basis.

Field measurements and sampling of streams and springs will be conducted by a two-person team for safety. If conditions are such that a sampling site cannot be safely accessed due to snow or high flows, monitoring at the site for the quarter will not be performed. However, reasonable attempts will be made to gain access for the collection of the desired samples and measurements.

Summaries of monitoring are included as Tables 1A-1C on this page and the following page.

Manual for the Collection of Water-Quality Data (USGS 2018). Sampling and measurements will include decontamination of equipment before use in each well. Sample handling will include collection, storage, and transport under chain-of-custody procedures.

Table 1B - Surface Water Discharge and Water Quality Measurements											Quarterly Samples (Jan, Apr, Jul, Oct)					
Site	ANNUAL SAMPLES (APRIL)										Discharge	Dissolved Chloride	Dissolved Boron	Temp.	S.C.	
	Major Ions	Nutrients	Arsenic	Boron	Fluoride	Lithium	Temp.	S.C.	pH	Alkalinity						
Station 10265130	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Station 10265143	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Station 10265417 (HCA)												X	X	X	X	X
Station 10265150 (HCF)												Download stage data and compute flows**	X	X	X	X

* Field measurements completed onsite

**Assume rating curve is established and will be made available for the flume (data will be used to estimate thermal spring discharge into Hot Creek Gorge)

Table 1C - Spring Flow and Water Quality Measurements															
Spring ID	Continuous Stage Measurements	Annual Measurements (January)										Quarterly Measurements (Jan, Apr, Jul, and Oct)			
		Major Ions	Nutrients	Arsenic	Boron	Fluoride	Lithium	Temp.	S.C.	pH	Alkalinity	Dissolved Chloride	Dissolved Boron	S.C.	Temp.
AB	Continuous stage and temp made available – flows will be computed**	X	X	X	X	X	X	X	X	X	X	X	X	X	X
CD		X	X	X	X	X	X	X	X	X	X	X	X	X	X
H-2		X	X	X	X	X	X	X	X	X	X				
H-3		X	X	X	X	X	X	X	X	X	X				
Thermal Spring in Hot Creek Gorge	Computed by difference in surface water measurements											X	X	X	X

* Field measurements completed onsite

**Field measurement of flow will be made to assure rating curve accuracy (assume weirs or flumes used at stage recorders) – not specified in RFP but good QA/QC.

TASK 2B: CONDUCT QUARTERLY SAMPLING AND MONITORING EVENTS FOR GMRP SITES

Nineteen monitoring wells will be monitored and sampled under the GMRP, including a set of geothermal reservoir monitoring wells and some of the GRMP shallow aquifer monitor wells. The monitoring approaches are described below and their locations are summarized in Table 2B and Table 2C.

Sample collection and monitoring activities will be performed pursuant the methods outlined in the USGS Techniques of Water Resources Investigation Series (USGS 2003) and the USGS National Field Manual for the Collection of Water-Quality Data (USGS 2018). Analytical testing will include major ions, nutrients, arsenic, boron, fluoride, lithium, silica, rubidium, PO4, stable isotopes, and tritium. Reference is made to Table 2 parameters in the GRMP report, dated January 17, 2023.

Geothermal Monitoring Well Sites

Three of the geothermal reservoir monitoring wells are dual completed, nested monitoring wells, so the water level, water chemistry, and down-hole temperature logging will be conducted on nine geothermal reservoir wells, shown in Table 2B.

We have assumed that existing USGS equipment will remain in place. Costs to replace equipment, if needed, can be provided on a time and expenses basis subject to Mono County additional work approval. A field inspection of monitoring well sites will be conducted prior to the initial round of sampling so that appropriate access, equipment, and supplies may be secured. This will also assure the proper communications cables and software are secured for quarterly data downloads from the bubbler water level monitoring systems.

Continuous water level data is being recorded by pressure transducers housed at the well head for each well. The quarterly recorded data will be downloaded from the data loggers. Static water level measurements will be made using a wire-line sounder for data QC and adjustments/corrections to recorded pressure data and conversion to true depths to groundwater, relative to the site datum being used.

Vertical temperature profiles will be collected using a temperature sensor with depth logging at 10 ft intervals and two minute sensor equilibration time at

Table 2B - Groundwater Measurements for GMRP Geothermal Monitoring Wells

Well	Data		
	Quarterly Temperature (vertical temperature profile)	Quarterly Geochemistry Data**	Quarterly Bubbler Tube Transducer Download*
Ormat 14A-25	X	X	X
Ormat 28A-25	X	X	X
BLM Off-Lease 1	X	X	X
Ormat 28-25	X	X	X
BLM Off-Lease 2	X	X	X
BLM Off-Lease 3	X	X	X

* Manual ground-water level measurement needs to be made to ensure accuracy of transducers.

** Chemistry data includes major ions, nutrients, arsenic, boron, fluoride, lithium, silica, rubidium, PO4, stable isotopes, and tritium – see Table 2 parameters in GRMP report, dated January 17, 2023.

each depth station. Wells up to 1,300 ft will require temperature logging over the complete saturated interval. The monitoring wells are equipped with bubbling tubes for water level measurement. It is assumed that the bubbling tubes may be temporarily removed to conduct temperature logging, and water chemistry sample collection (as described below) to prevent entanglement of equipment.

Collection of meaningful geochemical samples from monitoring wells will require well purging prior to sample collection, or use of discrete-zone sampling equipment to collect a water sample from the submerged screen zone. The appropriate method to be used for water chemistry sampling will be dependent on the well characteristics, including depth to groundwater, total depth of the well, saturated column within the well, and rate of well yield.

For purposes of cost estimation, McGinley has assumed that five geothermal reservoir wells will be sampled using purging methods, and four will be sampled using discrete-zone sample collection. For purged wells, McGinley will measure purged water characteristics for stabilization of field parameters of temperature, EC, Acid Neutralizing Capacity (ANC), and pH during purging. Purging will be conducted with a piston pump assembly, comparable to that currently utilized by the USGS. Costs for all sampling equipment is included in this cost estimate.

The saturated column (well casing volume), yield, or static depth to groundwater for some monitoring wells may be unrealistic to purge with low-flow pumping methods. In these cases, McGinley will use a discrete-zone sampling device. The sampler will be lowered to the screened interval of the piezometer, opened to allow groundwater sample inflow, then closed and raised to land surface. For purposes of cost estimating, it is assumed that four wells will be sampled using the discrete-zone method.

Shallow Aquifer Monitoring Well Sites

Ten additional shallow aquifer monitoring well sites, shown in Table 2C will be monitored quarterly by McGinley and this work will be coordinated with MCWD (seven of the site are active municipal production wells). If desired, McGinley can download water level and temperature data from transducers, subject to MCWD permission. Alternatively, MCWD can provide the downloaded data to McGinley. We assume that water sampling ports are available to draw samples from the wellheads, and MCWD can arrange for wells to be pumped for a minimum purge time prior to sample collection (minimum purge time will be based on well depths, diameters, and history of recent active use). Water chemistry will be analyzed for the Table 2 analytical list in the GRMP report, dated January 17, 2023.

For dedicated monitoring wells (MCWD 33, SC-1, SC-2), conventional purging and sampling methods will be employed, consistent with EPA standards, and laboratory analyses will be conducted by a CA certified analytical laboratory.

Table 2C - Groundwater Measurements for GMRP Shallow Aquifer Monitoring Wells

Well	Data			
	Temperature Transducer Data Download	Quarterly Geochemistry Data**	Field Measurement of Temperature, pH, ANC, and SC	Depth to Groundwater – Standard Sounding and Transducer Data Downloads*
MCWD 33	X	X	X	X
SC-1	X	X	X	X
SC-2	X	X	X	X
MCWD 1 (production)		X	X	X
MCWD 6 (production)		X	X	X
MCWD 15 (production)		X	X	X
MCWD 16 (production)		X	X	X
MCWD 18 (production)		X	X	X
MCWD 20 (production)		X	X	X
MCWD 25 (production)		X	X	X

* Manual ground-water level measurement needs to be made to ensure accuracy of transducers

** Chemistry data includes major ions, nutrients, arsenic, boron, fluoride, lithium, silica, rubidium, PO₄, stable isotopes, and tritium – see Table 2 parameters in GRMP report, dated January 17, 2023.

TASK 3A: DATA COMPILATION AND PREPARE BIENNIAL DATA SUMMARY REPORTS

LVHAC data collected on a quarterly basis will be compiled in a format suitable for entry to the Mammoth Complex hydrologic data portal, as provisional data. It is assumed that water level, temperature and flow data will be used to compute daily average values, and the continuous (20-minute) data will be compiled for use and review. All data will go through internal QA/QC review at the end of the year, as part of publication of the Annual Summary Report. Data compilation will include conversion of pressure to water level data – using the true elevations and the site-specific reporting datum that has been historically used. Stage data at the Hot Creek flume and for springs at the fish hatchery will be converted to discharge values using available rating tables. Chemistry data will be reported in units consistent with historical reporting.

GMRP data collected on a quarterly basis will be compiled in a format suitable for entry to the Mammoth Complex hydrologic data portal, as provisional data. It is assumed that water level and temperature data will be used to compute daily average values, and the continuous (20-minute) data will be compiled for use and review. All data will go through QA/QC review at the end of the year, as part of publication of the Annual Summary Report. Data compilation will include conversion of pressure to water level data – using the true elevations and the site-specific reporting datum that has been historically used. Chemistry data will be reported in units consistent with historical reporting.

Precipitation data from the Mammoth Ranger Station site will be compiled into acceptable reporting format and included in the reporting.

Once annual data is published, any adjustments to the provisional data will be made in the Mammoth Complex hydrologic data portal.

McGinley will prepare one biannual data summary report for the LVHAC and GMRP data collected during the 2nd quarter 2023 sampling events and one annual summary report which will include a summary of all data collected during 2023 (Q2-Q4). It was assumed that no stand-alone biannual data summary report for the 3rd and 4th quarter of 2023 would be needed as that data will be included in the Annual Summary Report.

TASK 4: ATTENDANCE AT LVHAC AND GMRP MEETINGS

Dwight and other members of the McGinley team as needed, will be available to attend up to two in-person LVHAC meetings in Bishop or Mammoth Lakes, CA, and four remotely head meetings for the GMRP. McGinley will be prepared to present and discuss the data collected for the LVHAC and GRMP.



Schedule and Cost Estimate

SCHEDULE

The anticipated scheduling of project work is summarized in Table 3 below.

Table 3 - Anticipated Project Schedule for LVHAC and GMRP		
Task	Task Start	Task Finish
Task 1 – Sites Orientation and Preparation of the SAP	April-May 2023*	5/30/2023
Task 2 - Conduct Quarterly Monitoring Events		
Task 2a – 1 st Quarter 2023	NA**	NA**
Task 2b – 2 nd Quarter 2023	6/01/2023	6/30/2023
Task 2c – 3 rd Quarter 2023	8/01/2023	8/31/2023
Task 2d – 4 th Quarter 2023	11/01/2023	11/30/2023
Task 3 – Data Compile and Biannual/Annual Data Summaries		
Task 3a – 2nd Quarter 2023 Summary, provisional data portal entries	7/15/2023	8/15/2023
Task 3b – Annual Summary Report, published data portal entries	12/01/2024	1/31/2024
Task 4 – Attend LVHAC Meeting and GMRP Meetings	As needed	

* Field inspections assume sufficient snowmelt to be performed in May 2023

** Time and ground conditions (snowpack) insufficient for Q1 monitoring in 2023

COST ESTIMATE

Work will be conducted on a time and materials basis in accordance with the McGinley 2023 Professional Fee Schedule on the following pages. The estimated costs to provide the monitoring services including program initiation and calendar year 2023 monitoring is summarized below and detailed in the attached cost estimate worksheets for the LVHAC and GMRP monitoring programs. The estimated cost of \$186,524.00 for the 2023 LVHAC and GMRP will not be exceeded without prior authorization by Mono County.

Table 4A – Cost Estimate for 2023 LVHAC Monitoring

Task	Description	Estimated Cost
1	Sites orientation, start-up and SAP	\$10,306.00
2	Groundwater (non-GMRP sites), springs and surface water measurements and sampling, including surface water chemistry analyses	\$43,746.00
3	Data compilation and reporting	\$17,376.00
4	Attend LVHAC meetings (2 held in Bishop or Mammoth Lakes, CA)	\$7,700.00
Total Estimated Cost		\$81,128.00

Assumptions and Exclusions:

- Field measurements and sample collection will require 3 field days (including travel) for a two-person hydrologic crew.
- Laboratory analytical costs are included in the costs for the Quarterly Monitoring task.
- Field work scheduling will be dependent on favorable weather conditions within the target months for monitoring.
- All field equipment costs are included in this proposal.
- Ability to sample sites in Q2 2023 will be dependent on snow cover and having reasonable site access for safe data acquisition. No monitoring in Q1 2023 is proposed.

Table 4B – Cost Estimate for 2023 GMRP Monitoring

Task	Description	Estimated Cost
1	Sites Orientation and SAP	\$10,986.00
2	Quarterly monitoring (3 quarters) Groundwater measurements and sampling, including chemistry analyses, including geochemistry sampling and laboratory analyses, with well purging prior to sample collection	\$110,838.00
3	Data compilation and reporting	\$22,452.00
4	GMRP meeting – remote (up to 4 meetings)	\$3,920.00
Total Estimated Cost		\$148,196.00

Assumptions and Exclusions:

- Field measurements and sample collection will require 5 field days (including travel) for a two-person hydrologic crew.
- Equipment to conduct sampling and field measurements is included in this proposal, as follows:
 - Bennet piston pump system for well purging
 - Solinst discrete-zone sampler for in-place sample collection
 - Decon equipment for pump system
 - Air compressor to operate pump
 - Temperature sensor and host system for wells up to 1300 ft in depth
- Nine monitoring wells total, with five sampled for groundwater chemistry using purging methods, and four sampled using a discrete-zone sampling device.
- Laboratory analytical costs are included in the costs for the Quarterly Monitoring task.
- Field work scheduling will be dependent on favorable weather conditions within the target months for monitoring.
- Ability to sample sites in Q2 2023 will be dependent on snow cover and having reasonable site access for safe data acquisition. No monitoring in Q1 2023 is proposed.

Cost Estimate for Professional Services

 Mono County
 LVHAC Hydrologic Monitoring

2/28/2023

Description	Principal	Project Professional	Staff Professional	Field Technician	Admin	Subtotal Professional Services	Laboratory Costs, Expenses, Equipment	Vehicle @ \$0.63 / mile	Per Diem @ \$200.00 /day	Task Total
Rate	\$210.00	\$150.00	\$130.00	\$95.00	\$78.00		cost + 15%			
Task 1 - Start-Up and SAP										
Initial site inspections	12	12	12	0	1	\$5,958.00		\$150.00		\$6,108.00
SAP Preparation	4	8	16	0	1	\$4,198.00				\$4,198.00
Task 1 Subtotal	16	20	28	0	2	\$10,156.00		\$150.00		\$10,306.00
Task 2 - Field Monitoring:										
Surface Water Flow and Sampling										
Equipment and Sampling Prep	1	2	4	0	2	\$1,186.00	\$300.00			\$1,486.00
Travel to and from Project Site (shared with GMRP)	0	6	6	0	2	\$1,836.00		\$500.00		\$2,336.00
Mammoth and Hot Creek Flow Measurement and Sampling	2	12	12	0	0	\$3,780.00			\$800.00	\$4,580.00
Water Chemistry Sampling and Analyses	1	2	2	0	0	\$770.00	\$850.00			\$1,620.00
<i>Quarterly Subtotal</i>	4	22	24	0	4	\$7,572.00	\$1,350.00	\$500.00	\$800.00	\$10,022.00
<i>Annual Subtotal (Q2, Q3, Q4)</i>	12	66	72	0	12	\$22,716.00	\$4,050.00	\$1,500.00	\$2,400.00	\$30,066.00
Fish Hatchery Spring Sites										
Field Measurements (quarterly/annual)	1	4	4	0	0	\$1,330.00	\$100.00			\$1,430.00
Water Quality Sampling (once a year all 4, quarterly 2 sites)	1	4	4	0	0	\$1,330.00	\$470.00			\$1,800.00
<i>Quarterly Subtotal</i>	3	12	12	0	0	\$2,660.00	\$800.00			\$3,230.00
<i>Annual Subtotal (Q2, Q3, Q4)</i>	4	16	16	0	0	\$7,980.00	\$2,400.00			\$9,690.00
Depth to Groundwater										
Field Measurements, Recorder Downloads (Quarterly) for 4 sites.	1	4	4	0	0	\$1,330.00				\$1,330.00
<i>Quarterly Subtotal</i>	2	12	12	0	0	\$1,330.00				\$1,330.00
<i>Annual Subtotal (Q2, Q3, Q4)</i>	6	36	36	0	0	\$5,320.00				\$3,990.00
Task 2 Subtotal	22	118	124	0	12	\$36,016.00	\$6,450.00	\$1,500.00	\$2,400.00	\$43,746.00
Task 3 Data Compile and Reporting										
Precipitation Data (annual)	0	0	4	0	0	\$520.00				\$520.00
Quarterly data compile and data management	2	12	40	0	0	\$7,420.00				\$7,420.00
Biannual and Annual Reports, Data QA/Qc	8	12	60	0	2	\$11,436.00				\$11,436.00
Task 3 Subtotal	10	24	104	0	2	\$19,376.00				\$19,376.00
Task 4 - Meetings										
LVHAC - Attend Meetings (twice per year)	20	20				\$7,200.00		\$500.00		\$7,700.00
Task 4 Subtotal	20	20				\$7,200.00		\$500.00		\$7,700.00
Total Estimated 2023 Cost										\$81,128.00

Cost Estimate for Professional Services

 Mono County
 GMRP Hydrologic Monitoring

3/2/2023

Description	Dwight Smith, Principal	Project Professional	Staff Professional	Field Tech	Admin	Subtotal Professional Services	Laboratory Costs, Supplies, Equipment	Vehicle @ \$0.63 / mile	Per Diem @ \$200.00 /day	Task Total
Rate	\$210.00	\$150.00	\$130.00	\$95.00	\$78.00		cost + 15%			
Task 1 Start-Up and SAP										
Initial site inspections	12	12	12	0	2	\$6,036.00		\$150.00		\$6,186.00
SAP Preparation	4	16	12	0	0	\$4,800.00				\$4,800.00
Task 1 Subtotal	16	28	24	0	2	\$10,836.00		\$150.00		\$10,986.00
Task 2 - Monitoring Well Sampling, Temperature Profile and Depth to Groundwater										
Equipment and Sampling Prep	0	0	2	4	2	\$796.00	\$3,000.00	\$150.00		\$3,946.00
Travel to and from Project Site (shared with LVHAC)	0	4	4	8	0	\$1,880.00				\$1,880.00
Field Measurements, Recorder Downloads (Quarterly) for 9 sites including dual piezos.	1	2	4	0	0	\$1,030.00		\$150.00		\$1,180.00
Vertical temperature profiles at 9 monitoring wells/piezos	1	4	46	0	0	\$6,790.00		\$100.00	\$800.00	\$7,690.00
Geochemical sampling at 6 sites (3 dual completions) including purging for 5 wells and discrete sampling for 4 wells.	1	2	2	50	0	\$5,520.00	\$6,000.00	\$250.00	\$800.00	\$12,570.00
GRMP Shallow Aquifer Monitoring Wells downloads, field measurements, sampling and analyses (3 sites)	1	1	2	12	0	\$1,760.00	\$200.00	\$250.00	\$200.00	\$2,410.00
GRMP Shallow Aquifer Wells - MCWD Projection Wells field measurements, data downloads, sample collection and analyses (7 sites)	1	3	12	0	0	\$2,220.00	\$4,600.00	\$250.00	\$200.00	\$7,270.00
<i>Quarterly Subtotal</i>	<i>5</i>	<i>16</i>	<i>72</i>	<i>74</i>	<i>2</i>	<i>\$19,996.00</i>	<i>\$13,800.00</i>	<i>\$1,150.00</i>	<i>\$2,000.00</i>	<i>\$36,946.00</i>
<i>Annual Subtotal (Q2, Q3, Q4)</i>	<i>15</i>	<i>48</i>	<i>216</i>	<i>222</i>	<i>6</i>	<i>\$59,988.00</i>	<i>\$41,400.00</i>	<i>\$3,450.00</i>	<i>\$6,000.00</i>	<i>\$110,838.00</i>
Task 2 Subtotal	15	48	216	222	6	\$59,988.00	\$41,400.00	\$3,450.00	\$6,000.00	\$110,838.00
Task 3 -Data Compile and Reporting										
Quarterly data compile and data management	2	8	60	0	2	\$9,576.00				\$9,576.00
Biannual and Annual Reports, Data QA/QC	12	16	60	0	2	\$12,876.00				\$12,876.00
Task 3 Subtotal	14	24	120	0	4	\$22,452.00				\$22,452.00
Task 4 - GMRP Meeting Attend - Remote (4 @ 2 hrs)										
	8	8	8	0	0	\$3,920.00				\$3,920.00
Total Estimated Annual Cost										\$148,196.00

2023 SCHEDULE OF FEES FOR PROFESSIONAL SERVICE

Professional Fees Staff	Rate (per hour)
Subject Matter Expert	\$275.00
Sr. 3rd Party Review	\$230.00
Principal	\$210.00
Sr. Associate	\$190.00
Project Manager	\$180.00
Senior Professional	\$165.00
Project Professional	\$150.00
GIS Analyst	\$150.00
Staff Professional II	\$140.00
Staff Professional I	\$130.00
GIS Specialist	\$130.00
Environmental Scientist	\$120.00
Technician	\$105.00
Drafting	\$105.00
Engineering Intern	\$90.00
Administration	\$76.00
Note: Expert Witness Rate: 2 times normal billing rate	

Reimbursable Description	Rate
Mileage	per federal rates
Per diem (excluding lodging)	per federal rates
Vehicle onsite	\$15/hour
Utility trailer	\$65/hour
Subcontractors	cost + 15%

Equipment Description	Rate
Oil/water interface probe	\$75/day
Multi-meter w/flow through (base)	\$115/day
Each probe/sensor used	\$25/day
Water level meter	\$45/day
PH/conductivity/temp. meter	\$25/day
Dissolved Oxygen (DO) meter	\$25/day
Data logger/transducer	\$125/day
PID/OVM	\$125/day
Generator	\$60/day
HazCat kit	\$15/sample
PetroFlag® kit	\$20/sample
Bailers	\$10 each
Level B PPE	\$500/day
Level C PPE Set	\$75 each
Level D Tyvek coveralls	\$12 each
Sampling tubes, brass	\$7 each
Submersible/peristaltic pump	\$50/day
Variable flow purge pump	\$100/day
Air sample pump, vacuum chamber	\$25/day
Air sample bag	\$15/each
Anemometer	\$35/day
Portable bladder pump + controller	\$130/day
Powered hand auger	\$50/day
Mercury respirator cartridge	\$60/set
Sampling kit	\$15 each
Trimble GPS unit	\$100/day



APPENDIX

Resumes



McGinley & Associates
A Universal Engineering Sciences Company

Education

MS, Civil and Environmental Engineering, University of Nevada, Reno

BS, Civil Engineering, University of Nevada, Reno

Years of Experience

10

Licenses & Certifications

- Professional Engineer - Environmental, NV No. 024029
- Certified Environmental Manager, NV CEM No. 2353
- AERMOD Atmospheric Dispersion Modeling Training
- MSHA Part 46, New Miner Training
- OSHA Hazwoper 40 Hour Certification

Professional Affiliations

- Nevada Mining Association
- The Associated General Contractors of America

Anthony M. Dimpel, PE, CEM

Area Director - Northern Nevada/Principal

Anthony Dimpel is a Professional Engineer and Certified Environmental Manager with ten years of professional environmental consulting experience. His primary areas of expertise include project management, regulatory engagement and negotiations, mine site permitting, air quality permitting and dispersion modeling, water discharge permitting, and Phase I and II Environmental Site Assessments (ESAs). Anthony has experience in managing small to large-scale projects in the mining, energy, industrial, and manufacturing sectors. He possesses a strong working knowledge of virtually all aspects of environmental permitting and compliance and maintains effective relationships with regulatory authorities.

In his role as Area Director of UES' Northern Nevada operations, he also oversees business operations, business development, client relations, and sustainable growth. He also has a background in engineering research and currently serves as a part-time instructor at the University of Nevada, Reno in the Civil and Environmental Engineering department.

PROJECT EXPERIENCE

Relief Canyon Mine

Pershing County, NV

Anthony served as the Project Manager responsible for overseeing the preparation of a waste rock geochemical characterization program, pit lake water quality model and report, rapid infiltration basin design, and air quality impact statement in support of a BLM plan of operations modification. The project included oversight of the geochemical sampling and analytical programs, which included static testing, humidity cell testing, and column testing. Anthony also directed activities of several field staff and office staff during implementation of the project. Approximate contract value: \$300,000.

Confidential Mining Client

Pershing County, NV

Anthony served as the Project Manager responsible for overseeing and assisting in the preparation and implementation of a large-scale hydrologic field program designed to collect the necessary data to support the NEPA process and state of Nevada permitting for a planned open-pit gold mine. The field program included the installation of approximately 15 vibrating wire piezometers and monitoring wells,

approximately 30 borehole injection tests utilizing an inflatable packer system, air-lift testing, surface water weir and drive-point piezometer installations, and multiple long-term aquifer pump tests. The scope also included the preparation of the hydrologic characterization baseline report and development of both the local (pit-dewatering) and regional numerical groundwater flow models required for permitting. Anthony also directed activities of approximately ten field and office staff during implementation of the project. Approximate contract value: \$1,500,000.

Former Sagehill Gun Club

Reno, NV

Anthony served as the Project Manager responsible for designing and implementing a Remedial Action Plan to mitigate lead and polycyclic aromatic hydrocarbons soil contamination at a former shotgun shooting club to prepare the site for residential development. He also directed activities of four field staff and two office staff during the implementation of the project. Approximate contract value: \$500,000.

Diamond X Ranch

Minden, NV

Anthony served as the Project Manager in charge of designing and implementing a Sampling and Analysis Plan (SAP) to characterize the extent of metals contaminated soils, sediment, surface water, and groundwater at former cattle grazing ranch. Metal contamination resulted from flood irrigating the ranch with surface water that had been impacted by Acid Mine Drainage. Anthony also directed activities of five field staff and three office staff during the implementation of the project. Approximate contract value: \$1,000,000.

AIR QUALITY EXPERIENCE

Mining Projects

- Jerritt Canyon Mine, Jerritt Canyon Gold, LLC., Elko, NV
- Relief Canyon Mine, Pershing Gold Corporation, Lovelock, NV
- Florida Canyon Mine, Rye Patch Mining US Inc., Imlay, NV
- Pinson Mine, Atna Resources Inc., Humboldt County, NV
- Joy Engineering, Several Aggregate Pits, Various Nevada Locations
- Norman D. Sweeney Construction, Various Aggregate Pits, Winnemucca, NV
- Multiple Baker Hughes a GE Company Mine and Mill Sites
- Reward Mine, CR Reward LLC, Nye County, NV
- Gemfield Mine, Gemfield Resources LTD, Esmeralda County, NV
- Mt Hamilton Mine, Mt. Hamilton LLC

Anthony served as the Project Manager responsible for preparing Nevada Division of Environmental Protection Title V/Class I and Class II new and revision Air Quality Operating Permit applications, Mercury Operating Permit to Construct, and various permitting action requests for the facility with assistance from staff resources. Activities included performing air dispersion modeling, developing emissions inventory, providing recommendations on equipment selection and placement, assisting mine in determining required facility boundary, regulatory reporting, and serving as regulatory liaison.

ENERGY, INDUSTRIAL, AND MANUFACTURING PROJECTS

- Aqua Metals, Lead-Acid Battery Recycling Plant , Storey County, NV
- Tesla Motors Gigafactory, Lithium Ion Battery Manufacturing Facility, Sparks, NV
- Ormat Geothermal Technologies, Multiple Geothermal Power Plants
- Bango Refining, Used Oil Recycling Facility, Fallon, NV
- Clean Dried Processing, Pet Food Ingredient Drying Facility, Silver Springs, NV
- Thiessen Team USA, Elko Shotcrete Facility, Elko, NV
- Min-Ad, Dolomitic Limestone Feed Supplement Facility, Winnemucca, NV
- Cyanco, Sodium Cyanide Production Plant, Winnemucca, NV
- Asian Union Electronic Chemicals, High-Purity Chemical Production Facility, Reno, NV
- Vogue Cleaners, Dry Cleaning Facility, Elko, NV

OTHER EXPERIENCE

- Nevada Chemical Accident Prevent Program
- Emergency Spill Response
- Third Party Review – Hazardous Waste Determination
- Underground Storage Tank System Closure
- Special Use Permits
- NEPA Air Quality Impact Assessments and Baseline Studies
- Indoor Air Quality



McGinley & Associates
A Universal Engineering Sciences Company

Education

MS, Hydrogeology,
University of Nevada, Reno
BS, Geological Engineering,
Colorado School of Mines

Years of Experience

30

Licenses & Certifications

- Professional Geological Engineer (PE), NV No. 11906
- Water Right Surveyor (WRS)NV, No. 1045
- Certified Hydrogeologist (C.Hg), CA No. 194
- Professional / Registered Geologist (PG), CA No. 5974
- Professional / Registered Geologist (PG), AZ No. 28482

Dwight L. Smith

Principal Hydrogeologist

Dwight Smith has over 30 years of experience as a consulting hydrogeologist, specializing in groundwater and surface water resource evaluations in the Western U.S., primarily in Nevada and California, along with Arizona, Utah, and Idaho. His professional experience includes water resources development feasibility, water resources management, regional and watershed scale hydrogeologic assessments, groundwater recharge and sustainability evaluations, well design and aquifer pumping assessments, water rights surveying and research, baseline hydrologic monitoring, design of dewatering systems, geochemical evaluations to assess sources of water, computer-aided groundwater and surface water flow modeling, stream flow gaging, stream and groundwater interaction studies, spring evaluations, water quality management plans, and environmental impact evaluations.

Dwight has consulted with a wide range of clients, including municipalities; city, county, state and federal agencies; regional water authorities; Indian tribes; private industries including power, mining and manufacturing; resort and recreational developments; commercial and residential establishments; private land trusts; and to other civil, geotechnical, and environmental engineering firms. He is a recognized expert in hydrogeology, having testified in over 20 water right hearings and civil litigation proceedings in Nevada and California. He has been an invited speaker in numerous water resources conferences and seminars.

PROJECT EXPERIENCE

Dixie Valley

Churchill and Pershing Counties, NV

This project involved hydrogeologic data collection for a comprehensive evaluation of basin-scale flow system, water budgets, and perennial yield for Dixie Valley, Churchill, and Pershing counties in Nevada. Services included valley-floor and mountain-block spring reconnaissance and data collection, assistance with installation and operation of a nine-gage high-altitude precipitation network, and installation and operation of a 23-gage stream flow and playa run-on network conducted in corporation with the USGS as part of corporative studies funded by the Bureau of Reclamation. As the culmination to the team's scientific studies, a regional groundwater flow model was prepared to potential future pumping scenarios, which included the entire geographic area of three hydrographic basins, representation of shallow valley floor flow systems and deep geothermal flow systems, and high salinity geothermal and brine water transport - BOR and Churchill County.

Diamond Valley Regional Flow System and adjacent basins, including Kobeh Valley, Antelope Valley, and Pine Valley

Eureka County, NV

This project involved regional-scale and local-scale hydrogeologic evaluations in support of mining water supply development, including work presented in a water rights hearing and for an EIS within the Diamond Valley Regional Flow System and adjacent basins, including Kobeh Valley, Antelope Valley, Pine Valley, and Diamond Valley, Eureka County, Nevada. Major work tasks included examination of water budgets and perennial yield, well field exploration and test well drilling programs, aquifer testing, pit area drilling and hydrogeologic data collection, stream flow gaging, basin-line hydrologic data collection efforts, assistance with long-term monitoring plan development, and agency and stakeholder presentations – General Moly, Inc.

Muddy River Springs and Regional Carbonate Aquifer

Southern and Eastern, NV

This project involved Hydrogeologic Evaluations of Muddy River Springs and Regional Carbonate Aquifer in southern and eastern Nevada, including examination of spring flow sources and explanations for seasonal and long-term variability in water levels and spring discharges, and evaluations in support of the multi-year aquifer testing of the MX-5 well - Southern Nevada Water Authority.

Smoke Creek Desert Water Resource Evaluations

Washoe County, NV

This project involved comprehensive groundwater and surface water resource evaluations in Smoke Creek Desert, Washoe County, Nevada, including exploration drilling programs, regional aquifer testing, defining basin water balance and perennial yield, aqueous chemistry to evaluation sources of aquifer recharge and define the flow system, and numeric flow modeling of the flow systems, including work with the Desert Research Institute for groundwater discharge and evapotranspiration evaluations, and USGS for regional scale geophysical evaluations – Sempra Power Generation.

Ash Meadows and Devils Hole Hydrogeologic Conditions Review

Nye County, NV

This project involved review of hydrogeologic conditions and potential impacts to Ash Meadows and Devils Hole from proposed shifts in pumping distributions in western Amargosa Desert, Nye County, Nevada, including water right hearing participation and development of an approach with the Nevada State Engineer for off-setting impacts associated with water right transfers – Ponderosa Dairy.

Warm Springs Valley Hydrogeologic Evaluations

Washoe County, NV

This project involved hydrogeologic evaluations of Warm Springs Valley, Washoe County, Nevada, including review of basin perennial yield, numeric flow modeling of a proposed artificial recharge-storage-recovery project, monitoring well construction, and establishment and operation of a stream and spring flow gaging network – Intermountain Land and Cattle.

SNWA 30 Hydrographic Basins Assessments

Eastern and Central NV and Western UT

This project involved basin-fill and regional potentiometric water-level database development, mapping, and assessment for over 30 Hydrographic Basins in Eastern and Central Nevada and Western Utah - Southern Nevada Water Authority.

Hydrogeologic Evaluations - Dry Valley and Bedell Flat

Washoe County, NV

This project involved hydrogeologic evaluations of the Dry Valley and Bedell Flat, Washoe County, Nevada, including estimates of water budgets and perennial yield, testing well drilling program, aquifer testing, and numeric flow modeling, in support of water rights permits and EIS impact analyses – Intermountain Water Supply.

Hydrologic Evaluations and Modeling for Aquifer Management

Salinas Valley and Monterey County, CA

Located in Salinas Valley, Monterey County, California, this project involved hydrologic evaluations and integrated surface water, reservoir, and groundwater modeling for aquifer management and sustaining aquifer replenishment for agriculture while providing fisheries flows in the Salinas River for Steelhead trout, Salinas Valley Water Coalition.



McGinley & Associates
A Universal Engineering Sciences Company

Education

BS, Hydrogeology,
University of Nevada, Reno

BS, Geology,
University of Nevada, Reno

Years of Experience

9

Licenses & Certifications

- Geological Society of Nevada (GSN)
- Nevada Water Resource Association (NWRA)
- Society for Mining, Metallurgy & Exploration (SME)
- MSHA Part 48, Surface Miner Training
- OSHA 10-hour

Garrett J. Frey

Project Hydrogeologist

Garrett is a Hydrogeologist and Geologist with nine years of professional experience in both the water resource and mineral sectors that includes: water well design, construction oversight, and permitting; water resource and groundwater investigations; hydraulic modeling, aquifer pumping testing, environmental drilling and assessments of soil and groundwater contamination; discharge permitting; water quality sampling; stream flow gauging, mineral exploration management and technical oversight; mineral exploration notice of intent and plan of operation permitting, 3D geologic modeling; GIS analysis; surface mapping and sampling; mining claim staking; and technical report writing. Garrett has excellent working knowledge of many types of environmental and geotechnical drilling methods.

PROJECT EXPERIENCE

Confidential Private Developer

Washoe County, NV

Garrett conducted hydrogeologic investigations including spring surveys, stream flow gauging, and precipitation gauging to assess surface and groundwater potential for proposed residential and commercial developments in Cold Springs, Nevada. Garrett also designed and implemented CSAMT and gravity geophysical surveys to target exploratory groundwater drilling program. Additionally, Garrett provided design, permitting, and oversight for an eight test well drilling program and aquifer pump testing.

Confidential Private Developer

Washoe County, NV

Garrett provided a hydrogeologic review of all available drilling data for Cold Springs, Nevada, including historic drill data as well as physical drill cuttings for over 20 recent drill cuttings to create a database of hydrogeologic and subsurface lithologic data. He compiled all geophysical, lithologic, hydrogeologic, and surface mapping data into 3D geological modeling software to create a robust geological model in support of a basin scale hydrologic model used to assess perennial yield of basin. Garrett presented his findings and conclusions to municipal water purveyors and in water rights hearings as an expert witness.

Great Basin Water Company

Washoe County, NV

Garrett completed hydraulic distribution models for multiple municipal water systems in Cold Springs, NV, and Spanish Springs, NV for Integrated Resource Plans (IRP) required by the Public Utilities Commission of Nevada (PUCN) and for multiple private developer's feasibility studies. All hydraulic modeling was assessed if the existing or proposed residential and commercial developments met the state administrative code requirements for pressure and flows for average day demand, maximum day demand, and fire flow scenarios.

NuLegacy Gold Corporation Nevada

Eureka and Elko Counties, NV

Garrett managed a team of four geologists on multiple mineral exploration projects in remote locations. Garrett targeted delineation, and 3D geological modeling of gold and silver deposits. He provided technical oversight and detailed logging and interpretation of diamond core and reverse circulation drilling programs. Garrett provided direct environmental permitting at Notice of Intent (NOI) and Plan of Operation (POO) on BLM and private land. He provided surface geological mapping and drafting on the project using GIS software. Garrett designed, implemented, and interpreted geophysi-

cal surveys including CSAMT, induced polarization, gravity, seismic, gradient array, and magnetics. Additionally, Garrett constructed deposit scale, 3D geological models integrating data from over 400 drill holes, large geophysical data sets, and district scale geologic mapping to generate and select drill targets.

City of Fernley Wastewater Treatment Plan

Lyon County, NV

Garrett provided design and oversight for a monitor well drilling program required by an environmental agency's administrative order of consent (AOC) to assess and identify the source of nitrates in the groundwater. Additionally, Garrett provided aquifer pump testing and discrete depth zone sampling, and determined hydraulic conductivity and hydraulic gradient of aquifer below wastewater treatment plant.

Great Basin Water Company

Washoe, Elko, and Nye County, NV; Mohave County, AZ

Garrett provided technical specification preparation, bidding support, and technical oversight for municipal well rehabilitation projects in Spanish Springs, NV, Cold Springs, NV, Spring Creek, NV, and Pahrump, NV, as well as Fort Mohave, AZ. Well rehabilitations consisted of mechanical and chemical treatments of municipal wells including: shock chlorination, acid treatments, liquid CO₂ injections, high pressure jetting, well liner design and installation and subsequent aquifer pump testing.

Great Basin Water Company

Washoe and Elko County, NV

Garrett targeted and designed a multi-hole exploratory groundwater drilling program using available geophysical data, public utility pump data, and historic well data to identify suitable locations for municipal well replacements. Garrett provided technical specification preparation, bidding support, and technical oversight for drilling, aquifer pump testing, and discharge permitting. He analyzed exploratory drilling and provided follow-up design and oversight of test well and large diameter production well permitting, drilling oversight, and aquifer pump testing.

Pacific Gas & Electric Topock Compressor Station

San Bernardino County, CA

Garrett provided design and oversight of freshwater supply wells for a hexavalent chromium water treatment plant. He also supported the rehabilitation of treatment plant injection wells, and coordinated a sonic drilling and trenching program to assess hexavalent and asbestos contamination of groundwater and soils in and around natural gas compressor stations and subsequently monitored well drilling in and around contaminated areas.

Pacific Gas & Electric Hinkley Compressor Station

San Bernardino County, CA

Garrett provided design and oversight of large diameter freshwater supply wells for a natural gas compressor station and municipality. Additionally, he provided design and oversight of monitoring well drilling programs in and around areas contaminated with hexavalent chromium.

California Water Service

CA

Garrett provided design and drilling oversight for numerous large diameter municipal water wells for Central Valley and Coastal municipalities. The project operations included discrete depth zone testing, water sampling, lithologic logging, well design, and up to 96-hour aquifer pump testing.



McGinley & Associates
A Universal Engineering Sciences Company

Education

PhD, Hydrology, University of Nevada, Reno, Nevada

MS, Hydrology, University of Nevada, Reno, Nevada

BS, Geology, University of Massachusetts, Amherst, Massachusetts

Years of Experience

8

Licenses & Certifications

- Geological Society of Nevada (GSN)
- Society for Mining, Metallurgy, & Exploration (SME)
- International Mine Water Association (IMWA)
- MSHA Part 48, Surface Miner Training.
- Certified Environmental Manager, Nevada CEM No. 2457
- OSHA, 29 CFR 1910 40-Hour, Hazardous Waste Operations and Emergency Response (HAZWOPER).

Daniel R. Pasteris, Ph.D.

Geochemist

Dr. Pasteris is a Ph.D. geochemist and hydrologist with eight years of professional experience providing environmental consulting services to the mining and industrial sector, with a focus on permitting, compliance, and closure of mining projects in the state of Nevada. Dr. Pasteris offers a unique combination of field experience, advanced technical capabilities in geochemistry and hydrology, and a pragmatic approach to study design that has been valuable to the success of his projects with proponents, regulatory agencies, and public stakeholders.

Specific areas of expertise include baseline hydrologic assessments, mine site geochemical characterization, pit lake sampling and predictive water quality studies, water pollution control permit compliance and mitigation work, facility closure and closure planning, and deploying instrumentation to monitor water quality and quantity. Dr. Pasteris has a strong commitment to his clients and a consistent record of producing high-quality work products to meet their needs.

PROJECT EXPERIENCE

Comprehensive Waste Rock Geochemical Characterization, Relief Canyon Mine Phase II

Pershing County, NV

Lead Geochemist responsible for the geochemical characterization work in support of the plan of operations modification and associated environmental impact statement (EIS). Dr. Pasteris directly oversaw the waste rock sampling and analysis program, defined the geochemical characteristics of the rock types encountered, and prepared the comprehensive baseline report.

Predictive Pit Lake Water Quality Study, Relief Canyon Mine

Pershing County, NV

Lead Geochemist who conducted the pit lake water quality modelling study for Phase II of the Relief Canyon project. This study and the supporting waste rock geochemical characterization work were key components of the successfully permitting the project with state and federal regulatory agencies, which included rigorous National Environmental Policy Act review of an Environmental Impact Statement (EIS). Dr. Pasteris implemented the geochemical modeling using PHREEQC geochemical modeling software.

Rock Dump Geochemical Characterization,

Bald Mountain Mine, Nevada

Lead Geochemist responsible for determining the acid generating capacity of a waste rock dump that contained an unknown quantity of potentially acid generating waste rock. A work plan was developed and quickly approved by NDEP, enabling field work to proceed on a schedule that provided for characterization and subsequent rock dump reclamation and closure in the same year, thus maintaining permit compliance.

Intermittent Pit Lake Study, Bald Mountain Mine,

White Pine County, Nevada

Lead Geochemist who conducted the characterization study of an intermittent pit lake for water pollution control permit (WPCP) compliance. McGinley & Associates provided a novel solution to sampling an inaccessible pit lake by flying a drone into the pit to collect the sample, thus acquiring the data necessary to alleviate water quality concerns. Dr. Pasteris also developed a calibrated water balance model that was used to determine the magnitude of water fluxes into and out of the pit from runoff, evaporation, and seepage.

Pit Lake Hydrogeologic Study

Rossi Barite Mine, Carlin Trend, Nevada

Dr. Pasteris developed and is currently executing a plan for monitoring well installation and localized aquifer testing to assess the depth to groundwater and hydrogeologic characteristics in the vicinity of the King pit. Dr. Pasteris has compiled existing data and evaluated historical trends in water levels to assess the extent of dewatering impacts at the mine from the large-scale dewatering project at the Barrick Goldstrike Mine, located seven miles to the southeast.

Rapid Infiltration Basin Water Quality Study

Slaven Canyon Mine, Nevada

Lead Hydrologist/Geochemist evaluating impacts to groundwater from the use of rapid infiltration basins (RIBs) to discharge dewatering water. Soil-column tests were conducted and the resulting data were used to interpret field observations.

Mine Site Revegetation, Rossi Barite Mine

Carlin Trend, Nevada

Testing revegetation capabilities of locally available alternate growth-media materials to supplement a limited supply of top soil. Testing will progress to larger scales and ultimately to final revegetation as reclamation of the waste rock storage facilities at the mine begins.

Metals Attenuation Study, Gold Bar Mine

Eureka County

Project Geochemist responsible for developing methodology and computing the attenuation capacity of the native ground beneath mine pits and waste rock dumps.

Waste Rock Management Plan

Proposed Barite Mine for Halliburton Energy Services Lead Geochemist responsible for deriving appropriate waste rock management practices for a Barite deposit that contains a minor amount of unoxidized, potentially acid generating (PAG) waste rock. Coordinated with mine representatives and regulatory agencies to achieve mutually agreeable adaptive management protocols.

Mine Facility Closure and Reporting, Rossi Barite Mine

Carlin Trend, Nevada

Developed the tentative plan for permanent closure (TPPC) for the entire mine site and oversaw the permanent closure of a petroleum storage and containment facility at the mine. The closure process included work plan development, discussions and negotiations with state regulators in the mining regulation and closure branches, removal of petroleum impacted soil, and final closure reporting.

Seep Source Determination

Jerritt Canyon Mine, Nevada

Lead Geochemist overseeing a study to determine the source of water emanating from a seep at the base of a waste rock dump. Dissolved constituents and isotope ratios are used for geochemical fingerprinting of the seep and potential source waters and hydrologic flow measurements are performed to provide mass-balance information. The chemical and flow data enable estimations of source contributions to be made with a mixing model.

Infiltration Contaminant Transport Study

Conducted a quantitative assessment of the risk to groundwater from contaminant transport in infiltrating soil water. The study was carried out using HYDRUS-1D unsaturated flow modeling software.

Hydrogeological Characterization, Bald Mountain Saga Pit

White Pine County, Nevada

Dr. Pasteris played a key role in evaluating the hydraulic characteristics and depth to groundwater in the vicinity of the proposed Saga pit expansion. The results were used to plan for pit dewatering and assess the dynamics of post-mining pit lake formation.

Baseline Hydrogeologic Characterization

Spring Valley Project, Nevada

Dr. Pasteris collected and assimilated large amounts of data and developed the local and regional conceptual hydrologic model for the proposed project in support of NEPA permitting.

Groundwater Modeling for Solution Mining Underground Injection Control (UIC) Permit

American Pacific Borate and Lithium

Worked with an experienced groundwater modeler to develop a MODFLOW groundwater model and accompanying report describing the regional groundwater flow pattern and the extent of potential impacts from solution mining in the Mojave Desert.



TeamUES.com

**AGREEMENT BETWEEN THE COUNTY OF MONO
AND ORMAT NEVADA, INC. PROVIDING FOR THE REIMBURSEMENT
OF COSTS FOR COMPLYING WITH THE LONG VALLEY HYDROLOGIC
ADVISORY COMMITTEE MONITORING PROGRAM FOR 2023/24**

THIS AGREEMENT is made and entered into between the County of Mono, a political subdivision of the State of California (“County”), and Ormat Nevada, Inc., a corporation organized under the laws of Delaware (“Ormat”).

WHEREAS, conditions of approval D.9 and D.11 of Mono County Use Permit OIE-02-86 for the Mammoth Pacific (MP) II power plant require that the owner, currently Ormat, participate in the monitoring plan (“Program”) of the Long Valley Hydrologic Advisory Committee (“LVHAC”) and fund the costs associated with implementation of the Program; and

WHEREAS, on March 13th, 2023, the joint selection committee approved the proposal submitted by McGinley and Associates to conduct future hydrologic monitoring through June 30, 2024 and entered into an agreement for those services, attached hereto as Exhibit A and incorporated herein by this reference (the “McGinley Agreement”);

WHEREAS, the County and Ormat wish to set forth their mutual agreement regarding the reimbursement of County by Ormat for costs charged to County pursuant to the McGinley Agreement;

NOW, THEREFORE, in consideration of the mutual benefits, promises, covenants, terms, and conditions hereinafter contained, County and Ormat agree as follows:

1. County agrees to make payment to McGinley and Associates in accordance with the terms in the McGinley Agreement, including any modifications to the McGinley Agreement made in accordance with paragraphs 21 or 22 thereof; provided, however, that County shall not agree to increased payments to McGinley without advance written consent of Ormat. Such notice shall be provided to Ormat sixty (60) days prior to any modification resulting in increased payments to McGinley and Ormat shall have thirty (30) days to respond.

2. Ormat agrees to reimburse County, within thirty (30) business days of receiving a detailed written invoice or request as set forth below, the total amount expended by County under Paragraph 1.

[CONTINUED ON NEXT PAGE]

- A. Written invoices or requests for reimbursement by County shall be emailed to Ormat as follows:

Ormat Nevada, Inc.
Attn: Nathan Garner
6140 Plumas Street
Reno, NV 89519
invoices.us@ormat.com
ngarner@ormat.com

- B. Reimbursement shall be sent by Ormat to County as follows:

Mono County Community Development Department
Attn: Megan Mahaffey
P.O. Box 347
Mammoth Lakes, CA 93546

3. **Term.** The term of this Agreement shall be coterminous with the term of the McGinley Agreement, including any extensions thereto agreed to by County and McGinley and Associates in accordance with Section 1 of this Agreement.

4. **Amendments.** No alteration or variation in the terms of this Agreement shall be valid or binding unless made in writing and signed by the parties hereto.

5. **Hold harmless.** Ormat 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, or the McGinley Agreement, by Ormat, McGinley, or their agents, officers, or employees. This obligation applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use, caused or alleged to be caused in whole or in part by any act or omission of Ormat, McGinley, or their agents, employees, suppliers, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

6. **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 Applicant or County shall be required to make, or may desire to make, shall be in writing and may be personally served, or sent by prepaid first-class mail to the respective parties as follows:

[CONTINUED ON NEXT PAGE]

If to County:

Mono County Community Development
Department
Attn: Wendy Sugimura, Director
P.O. Box 347
Mammoth Lakes, CA 93546

If to Ormat:

Ormat Nevada, Inc.
Attn: Legal
6140 Plumas Street
Reno, NV 89519
ContractNotices@ormat.onmicrosoft.com

7. **Entire Agreement.** This Agreement contains the entire agreement of the parties hereto, 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.

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

IN WITNESS THEREOF, County and Ormat have executed this Agreement on the _____ day of _____, 2023.

COUNTY OF MONO

ORMAT NEVADA, INC.

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

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

APPROVED AS TO FORM:

Mono County Counsel's Office

APPROVED BY RISK MANAGEMENT:

Mono County Risk Manager

EXHIBIT A

2023 McGinley and Associates Agreement

See Attached



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 13, 2023

Departments: Public Health

TIME REQUIRED

SUBJECT Career Ladder Grant Agreement
#22-11316 for Fiscal Years 2022/23
to 2025/266

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed contract with California Department of Public Health pertaining to California Public Health Workforce Career Ladder Education and Development Program Grant Agreement Number 22-11316 for Fiscal Years 2022/23 to 2025/26.

RECOMMENDED ACTION:

Approve, and authorize Interim Public Health Director to sign, contract with California Department of Public Health pertaining to California Public Health Workforce Career Ladder Education and Development Program Grant Agreement Number 22-11316 for the period February 1, 2023, through June 30, 2026 and a not-to-exceed amount of \$16,347. Additionally, provide authorization for the Interim Public Health Director to approve minor amendments and/or revisions that may occur during the contract period provided such amendments do not alter the amount not to exceed and do not substantially alter the scope of work or budget and are approved as to form by County Counsel.

FISCAL IMPACT:

The Career Ladder Grant Agreement provides a maximum payable amount of \$16,347 over the 41 month grant period. A budget appropriation is not requested at this time for the 2022/2023 fiscal year as there is sufficient budget within the existing expenditure account. The 2023/2024 requested budget will be updated to reflect expenditure expectations, which are dependent on staff course enrollment.

CONTACT NAME: Kathy Peterson

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

SEND COPIES TO:

Kathy Peterson, Stephanie Butters

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

History

Time	Who	Approval
6/6/2023 10:40 AM	County Counsel	Yes
6/6/2023 10:59 AM	Finance	Yes
6/8/2023 3:15 PM	County Administrative Office	Yes



MONO COUNTY HEALTH DEPARTMENT

Public Health

P.O. BOX 476, BRIDGEPORT, CA 93517 PHONE (760) 932-5580 • FAX (760) 924-1831
P.O. BOX 3329, MAMMOTH LAKES, CA 93546 PHONE (760) 924-1830 • FAX (760) 924-1831

DATE: June 13, 2023
TO: Honorable Board of Supervisors
FROM: Kathryn Peterson, Interim Director of Public Health
SUBJECT: Career Ladder Grant Agreement #22-11316 for Fiscal Years 2022-2026

Discussion:

In December 2022, the California Department of Public Health (CDPH) released the Career Ladder Funding Application to create the California Public Health Workforce Career Ladder Education and Development Program (PH-Career Ladder). The purpose of these funds is to support worker upskilling to improve retention of the existing public health workforce and help incumbent workers develop their skills to meet future public health demands.

Mono County applied for this funding on behalf of six (6) Public Health employees in various stages of their education goals.

Due to the current state budget shortfalls, CDPH was not able to make awards based on the originally projected state-budgeted amounts. The Governor's budget proposes restoration of budgeted amounts, and if approved, CDPH may be able to award funding for additional projects.

At this time, Mono County is awarded funding for one of the projects submitted: a maximum of \$16,347 for an Associate of Arts degree in Accounting for one of the Fiscal and Technical Specialist (FTS) IV in Public Health.

We would like to congratulate Amber Reigle, FTS IV, who is the recipient of this grant award!

The grant funding period will be February 1, 2023, through June 30, 2026, and will support the costs for Amber Reigle to obtain her Associate of Arts in Accounting.

For questions, please contact Kathryn Peterson, 760-924-1763, kpeterson@mono.ca.gov.

**California Public Health Workforce Career Ladder Education and Development
Program**

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”

TO

County of Mono, hereinafter “Grantee”

**Implementing the “California Public Health Workforce Career Ladder
Education and Development Program,” hereinafter “Project”**

GRANT AGREEMENT NUMBER 22-11316

The Department awards this Grant, and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Projects from 2022-2023 State Budget Act (AB 179, Chapter 249, Statutes of 2022).

PURPOSE: The Department shall award this Grant Agreement to and for the benefit of the Grantee; the purpose of the Grant is to provide

Grantee shall provide CDPH with an annual report of how Grant funds were ultimately spent. The report shall be due no later than 30 days after the end of each Calendar Year (December 31). CDPH reserves the right to postpone or withhold payment for each additional Grant year funding pending receipt and/or review of the annual report

GRANT AMOUNT: The maximum amount payable under this Grant Agreement shall not exceed the amount of \$16,347.00 (Sixteen Thousand Three Hundred Forty-Seven Dollars and Zero Cents)

TERM OF GRANT AGREEMENT: The term of the Grant shall begin on February 1st, 2023 and terminates on June 30th, 2026]. No funds may be requested or invoiced for services performed or costs incurred after June 30th, 2026.

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant will be:

California Department of Public Health	Grantee: County of Mono
Name: Kristen Guerrero	Name: Stephanie Butters

Address: 1615 Capitol Ave.	Address: PO Box 476
City, ZIP: Sacramento, CA	City, ZIP: Bridgeport, CA 93517
Phone: 916-719-5784	Phone: 760-932-5587
E-mail: Kristen.guerrero@cdph.ca.gov	E-mail: sbutters@mono.ca.gov

Direct all inquiries to the following representatives:

California Department of Public Health	Grantee: County of Mono
Attention: Kristen Guerrero	Attention: Stephanie Butters
Address 1615 Capitol Ave.	Address: PO Box 476
City, Zip Sacramento, CA	City, Zip: Bridgeport, CA 93517
Phone 916-719-5784	Phone: 760-932-5587
E-mail Kristen.guerrero@cdph.ca.gov	E-mail: sbutters@mono.ca.gov

All payments from CDPH to the Grantee; shall be sent to the following address:

Remittance Address
Grantee: County of Mono
Attention "Cashier": Stephanie Butters
Address: PO Box 476
City, Zip: Bridgeport, CA 93517
Phone: 760-932-5587
E-mail: sbutters@mono.ca.gov

Either party may make changes to the Project Representatives, or remittance address, by giving a written notice to the other party, said changes shall not require an amendment to this agreement but must be maintained as supporting documentation. Note: Remittance address changes will require the Grantee to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form and the STD 205 Payee Data Supplement which can be requested through the CDPH Project Representatives for processing.

STANDARD GRANT PROVISIONS. The Grantee must adhere to all Exhibits listed and any subsequent revisions. The following Exhibits are attached hereto or attached by reference and made a part of this Grant Agreement:

Exhibit A GRANT APPLICATION

Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS

Exhibit C STANDARD GRANT CONDITIONS

Exhibit D REQUEST FOR APPLICATION (RFA)

Exhibit E ADDITIONAL PROVISIONS

GRANTEE REPRESENTATIONS: The Grantee(s) accept all terms, provisions, and conditions of this grant, including those stated in the Exhibits incorporated by reference above. The Grantee(s) shall fulfill all assurances and commitments made in the application, declarations, other accompanying documents, and written communications (e.g., e-mail, correspondence) filed in support of the request for grant funding. The Grantee(s) shall comply with and require its subgrantee's to comply with all applicable laws, policies, and regulations.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date: _____
Kathryn Peterson, Public Health Director
PO Box 476, Bridgeport, CA 93517

Date: _____
Tim Bow, Procurement Officer
California Department of Public Health
1615 Capitol Avenue,
Sacramento, CA 95899-7377



California Department of Public Health
MEMORANDUM

DATE: May 1, 2023

TO: County of Mono Public Health

FROM: California Department of Public Health

SUBJECT: Notice of Award California Public Health Workforce Career Ladder and Education (PH-Career Ladder) Program

In December 2022, the California Department of Public Health (CDPH) released the Career Ladder Funding Application in accordance with funding appropriated in the 2022 State Budget Act (AB 179, Chapter 249, Statutes of 2022) to create the California Public Health Workforce Career Ladder Education and Development Program (PH-Career Ladder).

The purpose of this memo serves as a notice of award granted to County of Mono, for the applicant’s PH-Career Ladder Program Project #5, for the total amount of \$16,347.

Summary of Awarded Project(s):

Project #5

Funding for Associate of Arts in Accounting for Fiscal and Technical Specialist of Public Health, priority #5.

Scope of Work:

Funding for textbooks, 6 units per year and overall registration fees.

Awarded Funds:

FY 22/23: \$11,249

FY 23/24: \$5098

Funding Schedule:

Funding can be requested via invoice to CDPH’s Project Representative at the beginning of each Fiscal Year (FY), according to the payment schedule below:

FY 22/23	\$11,249
FY 23/24	\$5098
FY 24/25	\$0
FY 25/26	\$0
TOTAL	\$16,347

Funding Terms

The grant’s funding period will be February 1, 2023 through June, 30, 2026. The first year of funding is available for encumbrance or expenditure until June 30, 2024, to

provide time to ramp up the program. Subsequent annual allocations must be expended within their respective fiscal year.

Reporting and Evaluation Requirements

CDPH will assess awarded LHJs' expenditure progress in December 2024, at which point CDPH will determine whether unused funds will need to be redirected to other LHJs or regional or collaborative workforce development efforts. CDPH will engage CHEAC, CCLHO/HOAC, and SEIU California during this assessment process, seeking to maximize awarded funds to LHJs.

CDPH requires awarded LHJs to report annually on the use of the funds and activities conducted. At a minimum, LHJs will be required to report:

- The number of individuals participating in eligible educational pursuits.
- Summary of types of credentials and skills attained through the program.
- Number of employees hired to provide coverage for employees attaining educational opportunities.

Local Health Jurisdiction's Project Representative:

Grantee: County of Mono
Name: Stephanie Butters
Address: PO Box 476
City, ZIP: Bridgeport, CA 93517
Phone: 760-932-5587
E-mail: sbutters@mono.ca.gov

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. Upon execution of the Grant and at the beginning of each State Fiscal Year (FY) (July 1), Grantee may submit a single invoice for each FY consistent with the table below for a total amount not to exceed the total amount specified on the CDPH 1229 Grant Agreement.

Grant Fiscal Year	Amount
2022/2023*	\$11,249.00
2023/2024	\$5098.00
2024/2025	
2025/2026	
Total	\$16,347.00

*The first year of funding is available for encumbrance or expenditure until June 30, 2024, to provide time to ramp up the program.

- B. Invoices shall include the Grant Number and shall be submitted electronically or in triplicate not more frequently than monthly in arrears to:

Kristen Guerrero
California Department of Public Health
Directors Office
1615 Capitol Ave.
Sacramento, CA 95814
Kristen.guerrero@cdph.ca.gov

- C. Invoices shall:

- 1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A Grant Application under this Grant.
- 2) Bear the Grantee's name as shown on the Grant.
- 3) Identify the billing and/or performance period covered by the invoice.
- 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.

- D. Amount awarded under this Grant is identified in the CDPH 1229 Grant Agreement.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the

Exhibit B
Budget Detail and Payment Provisions

program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.

- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Grantee to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than thirty (30) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

5. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (Cal HR). If the Cal HR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. No travel outside the State of California shall be reimbursed without prior authorization from the CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

EXHIBIT C**STANDARD GRANT CONDITIONS**

1. **APPROVAL:** This Grant is of no force or effect until signed by both parties and approved by the Department of General Services, if required. The Grantee may not commence performance until such approval has been obtained
2. **AMENDMENT:** No amendment or variation of the terms of this Grant shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Grant is binding on any of the parties. In no case shall the Department materially alter the scope of the Project set forth in Exhibit A.
3. **ASSIGNMENT:** This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager in the form of a written amendment to the Grant.
4. **AUDIT:** Grantee agrees that the Department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to this Grant. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment or completion of the project funded with this Grant, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the project.
5. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.
6. **INDEMNIFICATION:** Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the project, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of any activities related to the Project.
7. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Grant. Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
8. **GOVERNING LAW:** This Grant is governed by and shall be interpreted in accordance with the laws of the State of California.

- 9. INCOME RESTRICTIONS:** Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.
- 10. INDEPENDENT CONTRACTOR:** Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.
- 11. MEDIA EVENTS:** Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.
- 12. NO THIRD-PARTY RIGHTS:** The Department and Grantee do not intend to create any rights or remedies for any third- party as a beneficiary of this Grant or the project.
- 13. NOTICE:** Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.
- 14. PROFESSIONALS:** Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.
- 15. RECORDS:** Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).
- A. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
 - B. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
 - C. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
 - D. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
 - E. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.
- 16. RELATED LITIGATION:** Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

17. RIGHTS IN DATA: Grantee and the Department agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A in the performance of the Project funded by this Grant shall be in the public domain. Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Project, subject to appropriate acknowledgment of credit to the Department for financial support. Grantee shall not utilize the materials submitted to the Department (except data) for any profit making venture or sell or grant rights to a third-party who intends to do so. The Department has the right to use submitted data for all governmental purposes.

18. VENUE: (This provision does not apply to Local Governmental Entities)

The Department and Grantee agree that any action arising out of this Grant shall be filed and maintained in the Superior Court, California. Grantee waives any existing sovereign immunity for the purposes of this Grant, if applicable.

19. STATE-FUNDED RESEARCH GRANTS:

- A. Grantee shall provide for free public access to any publication of a department-funded invention or department-funded technology. Grantee further agrees to all terms and conditions required by the California Taxpayer Access to Publicly Funded Research Act (Chapter 2.5 (commencing with Section 13989) of Part 4.5 of Division 3 of Title 2 of the Government Code).
- B. As a condition of receiving the research grant, Grantee agrees to the following terms and conditions which are set forth in Government Code section 13989.6 ("Section 13989.6"):
- 1) Grantee is responsible for ensuring that any publishing or copyright agreements concerning submitted manuscripts fully comply with Section 13989.6.
 - 2) Grantees shall report to the Department the final disposition of the research grant, including, but not limited to, if it was published, when it was published, where it was published, when the 12-month time period expires, and where the manuscript will be available for open access.
 - 3) For a manuscript that is accepted for publication in a peer-reviewed journal, the Grantee shall ensure that an electronic version of the peer-reviewed manuscript is available to the department and on an appropriate publicly accessible database approved by the Department, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, PubMed Central, or the California Digital Open Source Library, to be made publicly available not later than 12 months after the official date of publication. Manuscripts submitted to the California Digital Open Source Library shall be exempt from the requirements in subdivision (b) of Section 66408 of the Education Code. Grantee shall make reasonable efforts to comply with this requirement by ensuring that their manuscript is accessible on an approved publicly accessible database, and notifying the Department that the manuscript is available on a department-approved database. If Grantee is unable to ensure that their manuscript is accessible on an approved publicly accessible database, Grantee may comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

- 4) For publications other than those described in paragraph B.3 above,, including meeting abstracts, Grantee shall comply by providing the manuscript to the Department not later than 12 months after the official date of publication.
- 5) Grantee is authorized to use grant money for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution.



TOMÁS J. ARAGÓN, MD, DrPH
Director and State Public Health Officer

State of California—Health and Human Services Agency
California Department of Public Health



GAVIN NEWSOM
Governor

LHJ-L 22-01

Date: December 1, 2022
To: California Local Health Jurisdictions (LHJs)
From: California Department of Public Health
Re: California Public Health Workforce Career Ladder Education and Development Program Application Guidance and Templates

I. Overview

This Local Health Jurisdiction Letter (LHJ-L) provides Local Health Jurisdictions (LHJs) with an overview of funding appropriated in the 2022-2023 State Budget Act (AB 179, Chapter 249, Statutes of 2022) to create the California Public Health Workforce Career Ladder Education and Development Program (PH-Career Ladder) and the process for applying for these funds.

Career Ladder Education and Development Program applications must be submitted to CDPH Director's Office (DO) by **January 31, 2023** via email to Susan.Fanelli@cdph.ca.gov with a cc to Kristen.Guerrero@cdph.ca.gov.

The Director's Office, in collaboration with the County Health Executives Association of California (CHEAC), California Conference of Local Health Officers/Health Officers Association of California (CCLHO/HOAC) and Service Employees International Union California (SEIU), will review all applications submitted by LHJs and determine funding awardees and amounts.

Of the \$75.6 million Public Health Equity and Readiness Opportunity (HERO) Initiative investments, \$12.8 million (\$3.2 million per year, over four years) has been allocated for California Public Health Workforce Career Ladder Education Development Program to support state and local workforce retention.

This application opportunity will cover the entire four years of the PH-Career Ladder Program, covering fiscal years 2022-23 to 2025-26. The first year of funding is available for encumbrance or expenditure until June 30, 2025, to provide time to ramp up the program. Subsequent annual allocations must be expended within their respective fiscal year.



CDPH intends to provide 70 percent – \$8.9m (\$2.24 million per year) – to LHJs. CDPH will use the remaining 30 percent – \$3.9m (\$1.3 million per year) to support the CDPH workforce. Local Health Jurisdictions may apply to CDPH for grants to support education and training opportunities for incumbent employees within the governmental public health workforce. The purpose of these funds is to support worker upskilling to improve retention of the public health workforce and help incumbent workers develop their skills to meet future public health demands.

II. Eligible uses of funding

Eligible uses of funding shall include any of the following so long as it supports the public health workforce in a local health department:

- Providing stipends to eligible employees to offset the loss of compensation for up to 12 hours per work week for eligible educational pursuits. Stipends shall be up to \$600 per week per eligible employee for up to 12 weeks per year. An individual can receive stipend payments each year of the program, for a total of 48 weeks. As such, funding in Year 1 will be limited to the included stipend amount and timeline.
- Hiring additional employees to support the goals of the program, such as covering employees while they participate in eligible educational pursuits.
- Reimbursing eligible employees for educational costs such as tuition, registration fees, or other related educational expenses when participating in eligible educational pursuits.
 - Allowable costs include but are not limited to continuing education for nurses and other disciplines, payment of licensure costs, examination fees, educational programs including certification and degree programs in public health, environmental health, or related fields such as social services or behavioral health, and wellness and trauma informed training.
 - Note: Loan repayments **are not** an eligible use of this funding.

Definitions

“Eligible employee” means a full or part-time employee within a local health department or the State Department of Public Health who has been employed by that entity for a minimum of one year. Staff hired during the first year of the PH-Career Ladder program (FY 2022-23) may be eligible to participate in subsequent years of the program.

“Eligible educational pursuits” includes any of the following:

(A) Educational programs at regionally accredited institutions in the public health field, such as nursing, microbiology, public health, public administration, epidemiology, lab science, and community health;

(B) Industry-recognized training programs related to the public health field;

(C) Continuing education units required to maintain an individual's license or certification; or

(D) Earn and learn programs, as defined in subdivision (q) of Section 14005 of the Unemployment Insurance Code, in the public health field. Eligible educational pursuits can be completed in person, online, or through hybrid training opportunities.

III. Local Health Jurisdiction Application Process

LHJs should provide a letter of interest to CDPH that will serve as the application, indicating how the jurisdiction will use the funds consistent with the purposes outlined above and a budget for the full 4-year term of funds (broken out by year). LHJs should follow the sample Letter of Intent (Attachment A). In addition, for each proposed project the LHJ must complete the Project Template (Attachment B).

LHJs may apply individually, as a region, or as a multi-LHJ applicant. LHJs choosing to apply as a regional or multi-LHJ applicant may also apply separately as long as there is no overlap in proposed activities. LHJs are also strongly encouraged to partner with respective labor organizations to promote the best use of these funds in supporting your workforce. CDPH cannot provide direct reimbursement to individuals employed by LHJs.

Submissions must include the following:

- Number of employees that will be served each year (this may include multi-year educational pursuits for an employee or different employees served in each year of the program).
- The proposed use of the funds, including itemized costs for each activity.
- The total amount requested.
- The total number of staff that will be included in each proposed activity.
- Description of how the various funding considerations listed below will be addressed by your planned activities.

Funding awards will be determined by CDPH in collaboration with CHEAC, CCLHO/HOAC, and SEIU California. When applying, LHJs should include a list of activities in priority order.

IV. Funding considerations will include:

- Diversity in geography and size of LHJ(s) applying, and proposed activities
- Total cost of each activity over 4-year timeframe
- Number of employees proposed to be served under each activity – cohorts vs. individual support
- Workforce gaps identified and how the activities will reduce the gaps (e.g., provide a copy of a needs assessment or other evidence of the workforce gaps that exist in the LHJ)

- Individual cost of each employee served
- Type of training/activity for upskilling employees and whether the LHJ has used an education/institutional partner for the training/activity (preference for public higher education entities and/or labor-management training entities that have experience training public sector employees)
- Timeline for use of the proposed funds
- How the activity builds on other federal, state, or local funding streams dedicated to workforce development
- Health Equity – how the proposed activity fosters diversity, equity, and inclusion in workforce development
- Opportunities for partnership between LHJs and the State (e.g., please contact Kristen Guerrero if you have an idea for partnering with the state)
- Jurisdictions with high vacancy rates and how upskilling addresses current and/or projected vacancies, and LHJ ability to learn and scale

LHJs are encouraged to limit administrative costs and if possible leverage other funding sources for both administrative costs and for items such as training platforms/software. Including these administrative and equipment costs in the proposed budget will drive up the cost per employee served and may make applications less competitive. The goal is to support development of as many staff as possible.

While individual award amounts are not yet determined, CDPH estimates that awards could range between \$50,000 and \$500,000 over the 4-year period, depending on the number of applications received. Other important information:

- There is no minimum award amount that may be requested.
- No LHJ will receive more than 30% of the total available funds.
- Funds will be disbursed to awarded LHJs on an annual basis at the beginning of each fiscal year.

V. Timeline

CDPH anticipates utilizing the following timeline for this program:

- October 2022: Information Released to LHJs
- November 7, 2022: LHJ Informational Webinar
- November 30, 2022: CDPH to Distribute Application Materials
- January 31, 2023: LHJ Applications Due to CDPH
- February – March 2023: Funding Awards Announced
- December 2024: CDPH Expenditure Assessment (see below)

VI. Reporting & Evaluation

CDPH will assess awarded LHJs' expenditure progress in December 2024, at which point CDPH will determine whether unused funds will need to be redirected to other LHJs or regional or collaborative workforce development efforts. CDPH will engage CHEAC, CCLHO/HOAC, and SEIU California during this assessment process, seeking to maximize awarded funds to LHJs.

CDPH will also require awarded LHJs to report annually on the use of the funds and activities conducted. At a minimum, LHDs will be required to report:

- The number of individuals participating in eligible educational pursuits
- Summary of types of credentials and skills attained through the program
- Number of employees hired to provide coverage for employees attaining educational opportunities

VII. Questions

Questions can be directed to Kristen Guerrero at Kristen.guerrero@cdph.ca.gov.

VIII. Attachments

- Attachment A: Career Ladder Education and Development Program Letter of Intent Template
- Attachment B: Career Ladder Education and Development Program: Project Overview Template

Attachment A

Career Ladder Education and Development Program: Letter of Intent

Place Template language on Jurisdiction Letterhead, determine need for paragraphs highlighted in red font and fill in as needed.

Date

To:
California Department of Public Health
Director's Office
Attention: Kristen Guerrero
MS 0500
P.O. Box 997377
Sacramento, CA 95899-7377

RE: APPLICATION FOR CAREER LADDER FUNDS

This letter serves as our formal request for funds to develop our public health workforce via the following projects, listed in priority order:

- 1.
- 2.
- 3.

These projects are further outlined in attached project overview including a description of each project, an itemized list of costs by year, the target audience and intended number of participants, as well as other required information.

Our Agency acknowledges that this is a competitive process and that our Agency may be awarded funds for all, some, or none of the proposed projects. Given this competitive process, Our Agency has prioritized the projects in the order listed above. Our Agency acknowledges the list of considerations that will be reviewed in making funding decisions and have done our best to include information to address these considerations as appropriate.

Please indicate if you are submitting letters of support if they have worked with employee organizations/union or other partners as part of this application process or you have other data that supports your choice of projects. Please indicate here if you are submitting other attachments. If no applicable information to provide, delete this paragraph.

Please indicate if you are applying on behalf of more than one jurisdiction or partnering with the state for any activity. In addition to this letter of intent, please have each jurisdiction involved submit a letter of support/collaboration in the project. Please also break out the number of participants to be served by jurisdiction for each project.

If awarded funding, our Agency certifies that we will provide required data and information including actual expenditures according to progress report dates as identified by CDPH. Our agency further certifies that the signatory of this letter is authorized to apply on behalf of the jurisdiction.

Sincerely,

First & Last Name

Title

Organization

Attachment B

Career Ladder Education and Development Program: Project Overview Template

LHJ must complete this 2-page template for each project. If easier text boxes may be deleted in the narrative portion of this template and LHJ can simply type below each header.

Add LHJ name here.

Project Title and (Priority Number)

Fill in title here (#1)

Description of Project

Add description of the project.

Note: if your program incorporates stipends, please answer the following question: If future budget allocations allow for greater flexibility in stipend duration, would your program design benefit from more than 12 weeks per year? Please respond Yes or No.

Target Audience

Describe the target audience and overall number of participants anticipated

Why and how was this project prioritized?

Describe why you chose this project including how you included your workforce or data in the decision-making.

Intended Outcomes

How will this project help you to better prepare your workforce, retain them, and/or provide a career path for your existing staff?

Budget by Year

Year 1 Budget – FY 2022-23	Total Year 1
Line item #1 (w/ brief description)	<i>Cost Line Item #1</i>
Line item #2 (w/ brief description)	<i>Cost Line item #2</i>
Line item #3 (w/ brief description)	<i>Cost Line Item #3</i>
Line item #4 (w/ brief description)	<i>Cost Line Item #4</i>
<i>Total number of participants Year 1</i>	<i>Total # of Participants Year 1</i>
Year 2 Budget – FY 2023-24	Total Year 2
Line item #1 (w/ brief description)	<i>Cost Line Item #1</i>
Line item #2 (w/ brief description)	<i>Cost Line item #2</i>
Line item #3 (w/ brief description)	<i>Cost Line Item #3</i>
Line item #4 (w/ brief description)	<i>Cost Line Item #4</i>
<i>Total number of participants Year 2</i>	<i>Total # of Participants Year 2</i>
Year 3 Budget – FY 2024-25	Total Year 3
Line item #1 (w/ brief description)	<i>Cost Line Item #1</i>
Line item #2 (w/ brief description)	<i>Cost Line item #2</i>
Line item #3 (w/ brief description)	<i>Cost Line Item #3</i>
Line item #4 (w/ brief description)	<i>Cost Line Item #4</i>
<i>Total number of participants Year 3</i>	<i>Total # of Participants Year 3</i>
Year 4 Budget – FY 2025-26	Total Year 4
Line item #1 (w/ brief description)	<i>Cost Line Item #1</i>
Line item #2 (w/ brief description)	<i>Cost Line item #2</i>
Line item #3 (w/ brief description)	<i>Cost Line Item #3</i>
Line item #4 (w/ brief description)	<i>Cost Line Item #4</i>
<i>Total number of participants Year 4</i>	<i>Total # of Participants Year 4</i>
TOTAL BUDGET REQUEST	Total for All 4 Years

Exhibit E
Additional Provisions

1. Cancellation / Termination

- A. This Grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.
- B. CDPH reserves the right to cancel or terminate this Grant immediately for cause. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term “for cause” shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:
 - 1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.
 - 2) If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.
 - 3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.
- D. Grant termination or cancellation shall be effective as of the date indicated in CDPH’s notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Grant.
- F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.
- G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.
- H. Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:

Exhibit E
Additional Provisions

- 1) Place no further order or subgrants for materials, services, or facilities.
 - 2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.
 - 3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly changeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.
 - 4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.
- I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.

2. Avoidance of Conflicts of Interest by Grantee

- A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.
- B. Conflicts of interest include, but are not limited to:
- 1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.
 - 2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

Exhibit E
Additional Provisions

- C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

3. Dispute Resolution Process

- A. A Grantee grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Grantee and CDPH, the Grantee must seek resolution using the procedure outlined below.
- 1) The Grantee should first informally discuss the problem with the CDPH Program Grant Manager. If the problem cannot be resolved informally, the Grantee shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons therefore. If the Grantee disagrees with the Branch Chief's decision, the Grantee may appeal to the second level.
 - 2) When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Grantee to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.
- B. If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).

Exhibit E
Additional Provisions

- C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- D. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Grant Manager.
- E. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Grantee shall be notified in writing by the CDPH Grant Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 13, 2023

Departments: Information Technology

TIME REQUIRED

SUBJECT Electronic Door Access Contract

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Contract with JCI (Johnson Controls) to add electronic door access to County facilities in Bridgeport and upgrade the Civic Center including automatic access to main entrance and hallway doors. Staff recommends that the County utilize Johnson Controls (JCI) in this project as a sole-source provider to match existing access control systems at six other County sites. By matching other systems in use, the administration and maintenance burden on County staff is reduced. The cost and burden of implementing and maintaining a new independent access-control system outweighs the benefits of a competitive bidding process.

RECOMMENDED ACTION:

Find that the cost and burden of implementing and maintaining a new independent access-control system outweighs the potential benefit of a competitive bidding process and authorize a sole-source contract with existing vendor Johnson Controls. Approve and authorize the IT Director to sign contract with Johnson Controls to provide access control systems.

FISCAL IMPACT:

The total cost for this project is \$152,715, of which General Fund provides \$95,000 and Grant and Department resources provide the remaining amount. (See attachment A for breakdown). The installation of electronic locks creates ongoing costs of approximately \$10,000 per year for hosted access and maintenance.

CONTACT NAME: Milan Salva

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Attachment A

History

Time	Who	Approval
6/8/2023 2:32 PM	County Counsel	Yes
6/8/2023 12:53 PM	Finance	Yes
6/8/2023 3:15 PM	County Administrative Office	Yes



**INFORMATION TECHNOLOGY
COUNTY OF MONO**

PO Box 7657 | 1290 TAVERN ROAD MAMMOTH LAKES, CA 93546
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Milan Salva
Interim Information Technology Director

DATE: June 13, 2023
TO: Mono County Board of Supervisors
FROM: Milan Salva, Interim Director of Information Technology (IT)
SUBJECT: Electronic Door Access Contract

Discussion:

This item is a request to approve a contract with JCI (Johnson Controls) to add electronic door access to County facilities in Bridgeport and upgrade the Civic Center including automatic ADA access to main entrance and hallway doors.

Authorize the IT Director in consultation with County Counsel to negotiate a sole source contract with our existing vendor Johnson Controls not to exceed \$155,000 to complete the proposed work as summarized in attachment A.

The justification to enter a sole source contract is as follows:

Mono County is choosing to utilize Johnson Controls (JCI) in this project as a sole-source provider to match existing access control systems at six other county sites. By matching other systems in use, the administration and maintenance burden on county staff is reduced. The cost and burden of implementing and maintaining a new independent access-control system outweighs the benefits of a competitive bidding process.

Recommendation:

Authorize the IT Director to sign a contract for the proposed work with Johnson Controls.

Attachments:

Attachment A – Breakdown of Fiscal Impact.
Attachment B – Sole-source contract.

Attachement A - Fiscal Impact Summary

Site	Specific Budget	Description	Offset	One Time
June Sheriff Sub		Move door / museum remodel		\$ 5,743.11
Annex 2		Front / Back / IT Server Room		\$ 20,338.77
Memorial Hall	Partial funding from fund 659	Gym Exterior / Hall double	\$ (2,282.00)	\$ 15,216.01
MCOE - Health / SS		Front / Side doors		\$ 16,982.56
Probation		Front / Lobby / Rear doors		\$ 15,079.88
Sheriff		Update Pannels to support lockdown mode		\$ 6,474.53
Elections Storage	Elections 100-15-181-33120	Mud room / hallway doors	\$ (14,563.00)	\$ 14,413.72
Courthouse		East / Handicapped doors		\$ 20,232.56
Civic Center	\$6,901 from Social Services	Mono Lk Rm / Social / ADA Actuators	\$ (6,900.45)	\$ 38,233.77
	HSGP 2021	Access Control System - Bridgeport	\$ (20,000.00)	
	HSGP 2022	Access Control System - Bridgeport	\$ (20,000.00)	
Total			\$ (63,745.45)	\$ 152,714.91
		General Fund Ask		\$ 88,969.46

**AGREEMENT BETWEEN COUNTY OF MONO
AND JOHNSON CONTROLS
FOR THE PROVISION OF ACCESS CONTROL SERVICES**

INTRODUCTION

WHEREAS, the County of Mono, a political subdivision of the State of California (hereinafter referred to as “County”) may have the need for Security Access Control services of Johnson Controls International PLC, a Public Limited Company of Cork, Ireland (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 Information Technology, 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 June 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 \$154,171.49 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. Invoicing shall be done and payments made by County in accordance with the Schedule of Values, attached as Exhibit 1 to Attachment B the Schedule of Fees. All invoicing 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.

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.

For contracts that renew annually, termination for failure to provide required insurance certificates and endorsements shall be as set forth in paragraph 8.

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 Information Technology
PO Box 556
Bridgeport, CA 93517

Contractor:
Johnson Controls Security Solutions LLC (“Johnson
Controls”)
Katherine Lantz
1105 South Rock Boulevard,
Reno, NV 89502-4142

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 signature,

including but not limited to DocuSign or similar service, shall be 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 COUNTY OF MONO
AND JOHNSON CONTROLS INTERNATIONAL, PLC
FOR THE PROVISION OF SECURITY ACCESS CONTROL SERVICES**

TERM:

FROM: June 6, 2023 TO: June 30, 2024

SCOPE OF WORK:

June Lake Sheriff Substation - Move door / museum remodel

Annex 2 - Front / Back / IT Server Room

Memorial Hall - Gym Exterior / Hall double

MCOE - Health / SS - Front / Side doors

Probation - Front / Lobby / Rear doors

Sheriff - Update panels to support lockdown mode

Elections Storage - Mud room / hallway doors

Courthouse - East / Handicapped doors

Civic Center - Mono Lk Rm / Social / ADA Actuators;

The scope of work is as further detailed in the "Scope of Work/Schedule of Protection" attached hereto and incorporated by reference as Exhibit 1A. To the extent that there are any terms or provisions in the "Scope of Work/Schedule of Protection" Exhibit 1A that conflict with the terms or provisions of this Agreement, the terms and provisions of this Agreement shall control.



COMMERCIAL SALES AGREEMENT

TOWN NO.
0160-RENO/SPARKS,
NV

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-73VQEYB

SCOPE OF WORK / SCHEDULE OF PROTECTION

IV. SCOPE OF WORK / SCHEDULE OF PROTECTION ("SOW"): Johnson Controls agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

A. Ownership of System and/or Equipment: Direct Sale (equipment to become property of the Customer upon payment of Installation Charges and Fees in full).

B. Services to be Provided ("Services")

Alarm monitoring and Notification Services:
Video Surveillance Services:
Managed Access Control Services:

No Service Selected
No Service Selected
Hosted Access Service PROVIDED, Brivo Access Standard Edition Tier 1 PROVIDED, Brivo Access Standard Edition Reader Tier 2 Data Plan PROVIDED

Video Equipment:
Maintenance Service Plan; Preventive Maintenance/Inspection:
Additional Services:

No Service Selected
Expert Maintenance PROVIDED / Inspections NOT PROVIDED
No Service Selected

C. Equipment to be Installed ("Equipment"): Johnson Controls will install, or cause to be installed, the Equipment (or equivalent), as set forth in this SOW in Customer's designated facility(ies). As used herein, "installation" means: (i) affixing all Equipment and materials provided by Johnson Controls at such locations within the facility(ies) as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's Communications Facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) in the case of radio installation, mount radio Equipment and program Equipment with number furnished by Customer; (v) providing and installing software/firmware required by the Equipment; (vi) performing testing as required to establish that the Johnson Controls Equipment is connected, is functioning according to its specifications, and is communicating over Customer's Communications Facilities; and (vii) providing user-level training to Customer's designated representative in the use of such Equipment.

Qty	Product Name	Location
1	Programming	
1	BRIVO ACS6100 REGULAR PANEL (ACCOMMODATES TWO (2) ACS6100 EXPANSION BO	
1	TWO READER EXPANSION BOARD WITH OSDP. [CAN BE USED TO REPLACE ACS6000	
3	Single gang tri-technology reader	
1	6 AMP Lock Power Supply w/ Fused, isolated outputs	
2	Battery, Sealed Lead-Acid, 12 Volt, 7.0Ah	
3	DOOR CONTACT SURFACE MOUNT WIDE GAPS W 12" WIDE GAPS LEEDS WIRE WHITE	
1	BRIVO UNIFIED CREDENTIAL - SMART CARD EV3- 8K, GLOSSY DUAL SIDE PRINT	
150	23-4P UTP-CMR SOL BC CAT6 2412 PE/PVC BLUE 305M 500FT BOXES	
500	Composite Access 18/6c + 18/4c + 22/4c + 16/2c, STR, Shielded, CMP, Plenum, Purple, 500' Reel	
1	Locksmith	
1	This item identifies the estimate as Standard and NOT PART of Technology Refresh of older Tech	
1	Wire mold and any other misc items	
1	Travel Time	
3	Per Diem	

D. CHARGES AND ESTIMATED TAX:

1. Installation Charge:

Installation Charge Amount:	\$19,929.06
* Estimated Tax(es):	\$409.71
TOTAL INSTALLATION CHARGE:	\$20,338.77
Installation Deposit Amount:	\$9,964.53

2. Annual Service Charge:

Annual Service Charge Amount:	\$1,209.00
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* Estimated Tax(es):	\$0.00
TOTAL ANNUAL SERVICE CHARGE:	\$1,209.00

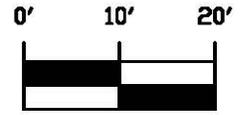
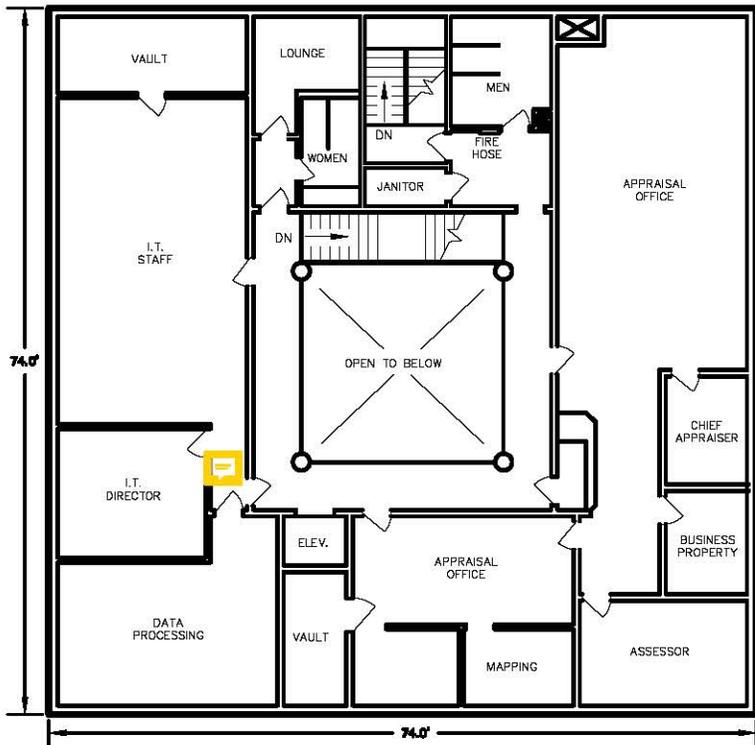
* Tax value shown is estimated and may differ from the actual tax value that will be on the invoice.

E. Scope of Work: This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contact Information: Contact Kirk Hartstrom - kdhartstrom@mono.ca.gov – 760-965-9438 M / 7601-932-5505 O Rep Contact: Kathy Lantz – 775-432-5675 – Katherine.lantz@jci.com
System Operation: Johnson Controls Security Solutions to install a 3 door Brivo ACS System at this location (2 on 1st floor and 1 on 2nd floor) – See SOW for layout. Locksmith quote is included and attached. Any additions or changes to this agreement will be done via a rider to this contract.
Programming Info: Existing Bldg./ Drop ceiling – open truss.
Site Conditions: Existing Bldg./ Drop ceiling – open truss.
Existing Equipment: NA
Customer Expectations: Unless otherwise mutually agreed in writing, all installation will be performed between 8 AM – 5 PM Monday thru Friday and is to be scheduled in advance. Please call site contact for hours of availability & access to facility.
Training Expectations: Customer expects to be trained on how to use the system.
General Comments: Permit is not required for this installation. Lift is not included for this installation. If a lift becomes necessary (JCI Requires any tech that has to work past a 12' ladder to be on a lift) that the customer can provide, or JCI can via a change order.
Customer Responsibilities / Johnson Controls Exclusions: Customer will provide access to all areas for work to be performed and a work environment free from hazardous material(s) or conditions. JCI Security will not be responsible for dismantling or removing previously installed equipment and will notify Customer when obstacles not previously identified may interfere/disrupt work to be performed as outlined in the Agreement. Where JCI Security cannot perform work due to conditions outside of JCI Securities reasonable control, the Customer may be subject to additional charges.
Documentation Needs: Signoff Paperwork

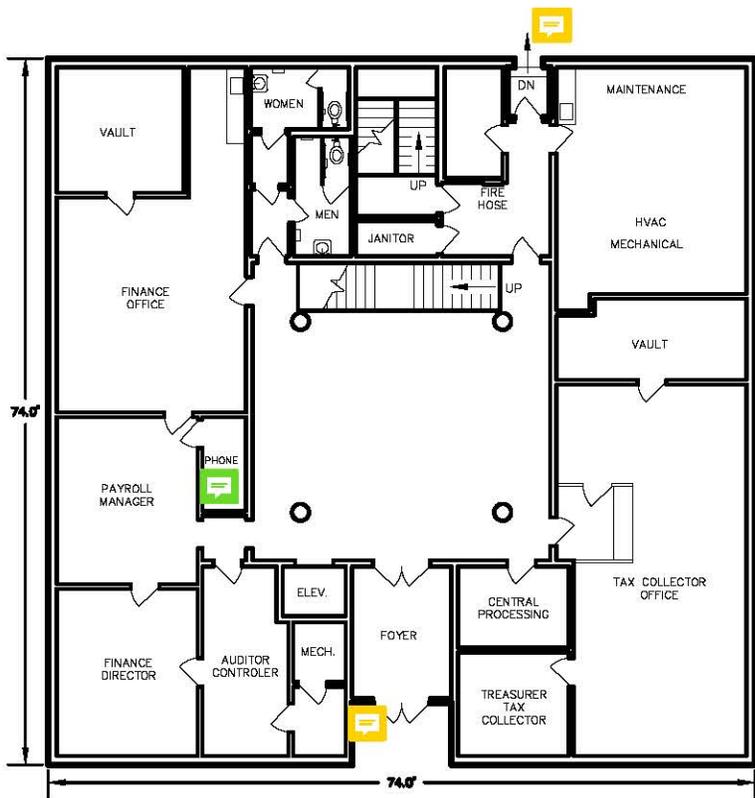
Contract Notes -

Hard Lid



SCALE: 1"=20'

SECOND FLOOR
4922 S.F.



FIRST FLOOR
5408 S.F.

MONO COUNTY
DEPARTMENT OF PUBLIC WORKS

ANNEX II
APN 08-094-06

SHEET
1 OF 1

74 North School St.
Post Office Box 457
Bridgeport, CA 93517

Phone: (760)932-5440
Fax: (760)932-5441
monopw@mono.ca.gov

25 BRYANT ST.
BRIDGEPORT

DATE: 03.06.15



COMMERCIAL SALES AGREEMENT

TOWN NO.
0160-RENO/SPARKS,
NV

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-73XXWUX

SCOPE OF WORK / SCHEDULE OF PROTECTION

IV. SCOPE OF WORK / SCHEDULE OF PROTECTION ("SOW"): Johnson Controls agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

A. Ownership of System and/or Equipment: Direct Sale (equipment to become property of the Customer upon payment of Installation Charges and Fees in full).

B. Services to be Provided ("Services")

Alarm monitoring and Notification Services:	No Service Selected
Video Surveillance Services:	No Service Selected
Managed Access Control Services:	Hosted Access Service PROVIDED, Brivo Access Standard Edition Tier 1 PROVIDED
Video Equipment:	No Service Selected
Maintenance Service Plan; Preventive Maintenance/Inspection:	Expert Maintenance PROVIDED / Inspections NOT PROVIDED
Additional Services:	No Service Selected

C. Equipment to be Installed ("Equipment"): Johnson Controls will install, or cause to be installed, the Equipment (or equivalent), as set forth in this SOW in Customer's designated facility(ies). As used herein, "installation" means: (i) affixing all Equipment and materials provided by Johnson Controls at such locations within the facility(ies) as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's Communications Facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) in the case of radio installation, mount radio Equipment and program Equipment with number furnished by Customer; (v) providing and installing software/firmware required by the Equipment; (vi) performing testing as required to establish that the Johnson Controls Equipment is connected, is functioning according to its specifications, and is communicating over Customer's Communications Facilities; and (vii) providing user-level training to Customer's designated representative in the use of such Equipment.

Qty	Product Name	Location
1	Programming	
1	BRIVO ACS6100 REGULAR PANEL (ACCOMMODATES TWO (2) ACS6100 EXPANSION BO	
2	Single gang tri-technology reader	
1	6 AMP Lock Power Supply w/ Fused, isolated outputs	
2	Battery, Sealed Lead-Acid, 12 Volt, 7.0Ah	
2	DOOR CONTACT SURFACE MOUNT WIDE GAPS W 12" WIDE GAPS LEEDS WIRE WHITE	
1	BRIVO UNIFIED CREDENTIAL - SMART CARD EV3- 8K, GLOSSY DUAL SIDE PRINT	
150	23-4P UTP-CMR SOL BC CAT6 2412 PE/PVC BLUE 305M 500FT BOXES	
500	Composite Access 18/6c + 18/4c + 22/4c + 16/2c, STR, Shielded, CMP, Plenum, Purple, 500' Reel	
1	Locksmith	
1	This item identifies the estimate as Standard and NOT PART of Technology Refresh of older Tech	
1	Wire Mold and any other misc items needed	
1	Travel Time	
2	Per Diem	

D. CHARGES AND ESTIMATED TAX:

1. Installation Charge:

Installation Charge Amount:	\$19,893.19
* Estimated Tax(es):	\$339.37
TOTAL INSTALLATION CHARGE:	\$20,232.56
Installation Deposit Amount:	\$9,946.59

2. Annual Service Charge:

Annual Service Charge Amount:	\$885.00
* Estimated Tax(es):	\$0.00
TOTAL ANNUAL SERVICE CHARGE:	\$885.00

* Tax value shown is estimated and may differ from the actual tax value that will be on the invoice.

E. Scope of Work: This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contact Information: Contact Kirk Hartstrom - kdhartstrom@mono.ca.gov – 760-965-9438 M / 7601-932-5505 O Rep Contact: Kathy Lantz – 775-432-5675 – Katherine.lantz@jci.com
System Operation: Johnson Controls Security Solutions to install a 2 door Brivo ACS System at this location (2 on 1st floor) – See SOW for layout. Locksmith quote is included and attached. Any additions or changes to this agreement will be done via a rider to this contract.
Programming Info: Programming, testing & commissioning of ACS system
Site Conditions: Existing Bldg/ Drop ceiling – open truss.
Existing Equipment: NA
Customer Expectations: Unless otherwise mutually agreed in writing, all installation will be performed between 8 AM – 5 PM Monday thru Friday and is to be scheduled in advance. Please call site contact for hours of availability & access to facility.
Training Expectations: Customer expects to be trained on how to use the system.
General Comments: Permit is not required for this installation. Lift is not included for this installation. If a lift becomes necessary (JCI Requires any tech that has to work past a 12' ladder to be on a lift) that the customer can provide, or JCI can via a change order.
Customer Responsibilities / Johnson Controls Exclusions: Customer will provide access to all areas for work to be performed and a work environment free from hazardous material(s) or conditions. JCI Security will not be responsible for dismantling or removing previously installed equipment and will notify Customer when obstacles not previously identified may interfere/disrupt work to be performed as outlined in the Agreement. Where JCI Security cannot perform work due to conditions outside of JCI Securities reasonable control, the Customer may be subject to additional charges.
Documentation Needs: Signoff paperwork.

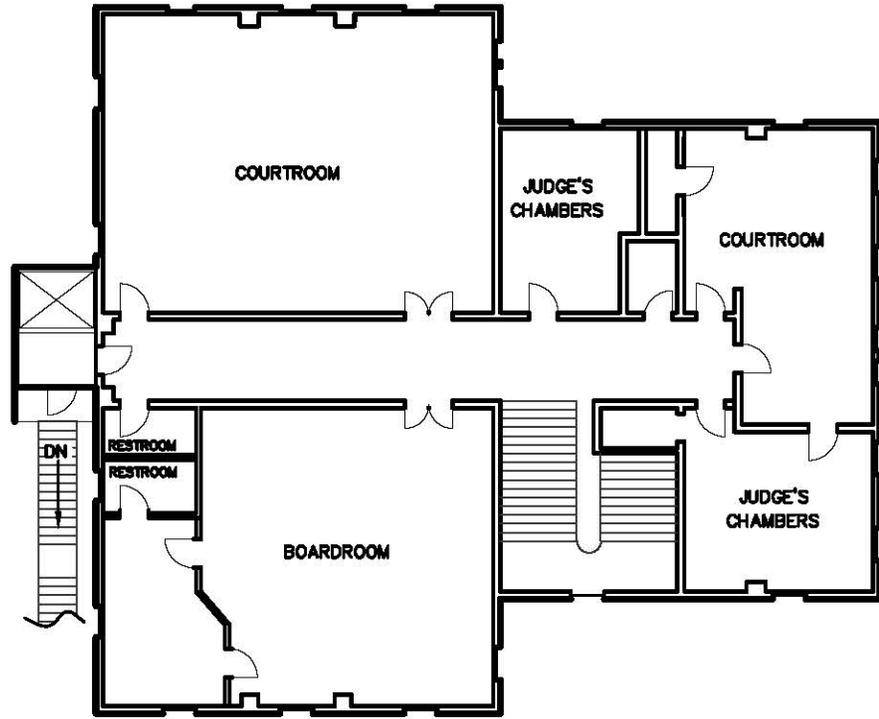
Contract Notes -



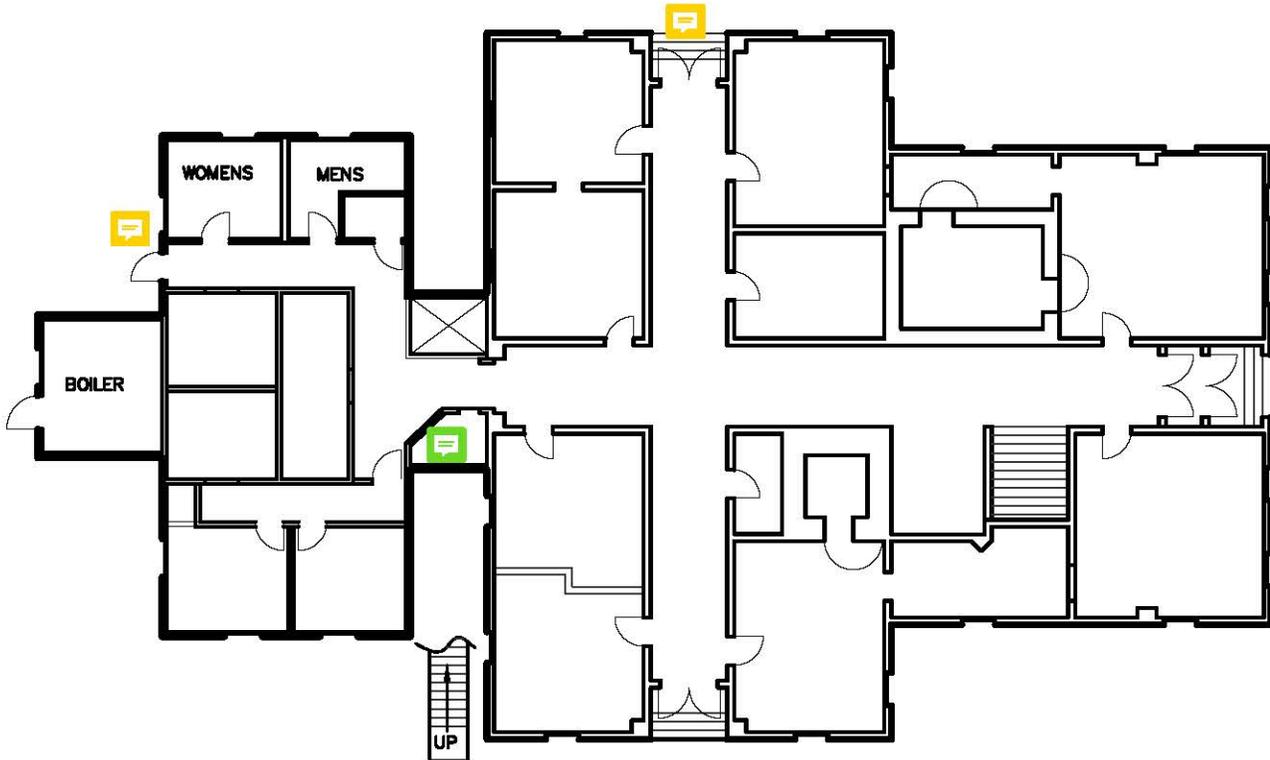
0' 10' 20'

SCALE: 1"=20'

Sheetrock / Hard lid



SECOND FLOOR
5227 S.F.



FIRST FLOOR
6828 S.F.

MONO COUNTY
DEPARTMENT OF PUBLIC WORKS

74 North School St.
Post Office Box 457
Bridgeport, CA 93517

Phone: (760)932-5440
Fax: (760)932-5441
monopw@mono.ca.gov

BRIDGEPORT
COURTHOUSE
APN 008-095-005
278 MAIN ST.
BRIDGEPORT

SHEET
1 OF 1

DATE: 03.06.15



COMMERCIAL SALES AGREEMENT

TOWN NO.
0160-RENO/SPARKS,
NV

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-73Y2NCF

SCOPE OF WORK / SCHEDULE OF PROTECTION

IV. SCOPE OF WORK / SCHEDULE OF PROTECTION ("SOW"): Johnson Controls agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

A. Ownership of System and/or Equipment: Direct Sale (equipment to become property of the Customer upon payment of Installation Charges and Fees in full).

B. Services to be Provided ("Services")

Alarm monitoring and Notification Services:	No Service Selected
Video Surveillance Services:	No Service Selected
Managed Access Control Services:	Hosted Access Service PROVIDED, Brivo Access Standard Edition Tier 1 PROVIDED
Video Equipment:	No Service Selected
Maintenance Service Plan; Preventive Maintenance/Inspection:	Expert Maintenance PROVIDED / Inspections NOT PROVIDED
Additional Services:	No Service Selected

C. Equipment to be Installed ("Equipment"): Johnson Controls will install, or cause to be installed, the Equipment (or equivalent), as set forth in this SOW in Customer's designated facility(ies). As used herein, "installation" means: (i) affixing all Equipment and materials provided by Johnson Controls at such locations within the facility(ies) as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's Communications Facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) in the case of radio installation, mount radio Equipment and program Equipment with number furnished by Customer; (v) providing and installing software/firmware required by the Equipment; (vi) performing testing as required to establish that the Johnson Controls Equipment is connected, is functioning according to its specifications, and is communicating over Customer's Communications Facilities; and (vii) providing user-level training to Customer's designated representative in the use of such Equipment.

Qty	Product Name	Location
1	Programming	
1	BRIVO ONAIR ACS300 IP DOOR CONTROLLER WITH WIFI & BLE FOR UP TO TWO (2) READERS	
2	Single gang tri-technology reader	
2	Battery, Sealed Lead-Acid, 12 Volt, 7.0Ah	
2	DOOR CONTACT SURFACE MOUNT WIDE GAPS W 12" WIDE GAPS LEEDS WIRE WHITE	
1	BRIVO UNIFIED CREDENTIAL - SMART CARD EV3- 8K, GLOSSY DUAL SIDE PRINT	
150	23-4P UTP-CMR SOL BC CAT6 2412 PE/PVC BLUE 305M 500FT BOXES	
500	Composite Access 18/6c + 18/4c + 22/4c + 16/2c, STR, Shielded, CMP, Plenum, Purple, 500' Reel	
1	Locksmith	
1	This item identifies the estimate as Standard and NOT PART of Technology Refresh of older Tech	
1	Wire Mold and any other misc items needed	
1	D8004 UNMANGED POE SWITCH IS A 4 CHANNEL 10/100 MBPS POE+ SWITCH	
1	Travel Time	
2	Per Diem	

D. CHARGES AND ESTIMATED TAX:

1. Installation Charge:

Installation Charge Amount:	\$14,994.86
* Estimated Tax(es):	\$221.15
TOTAL INSTALLATION CHARGE:	\$15,216.01
Installation Deposit Amount:	\$7,497.43

2. Annual Service Charge:

Annual Service Charge Amount:	\$709.00
* Estimated Tax(es):	\$0.00

TOTAL ANNUAL SERVICE CHARGE:	\$709.00
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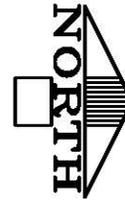
* Tax value shown is estimated and may differ from the actual tax value that will be on the invoice.

E. **Scope of Work:** This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

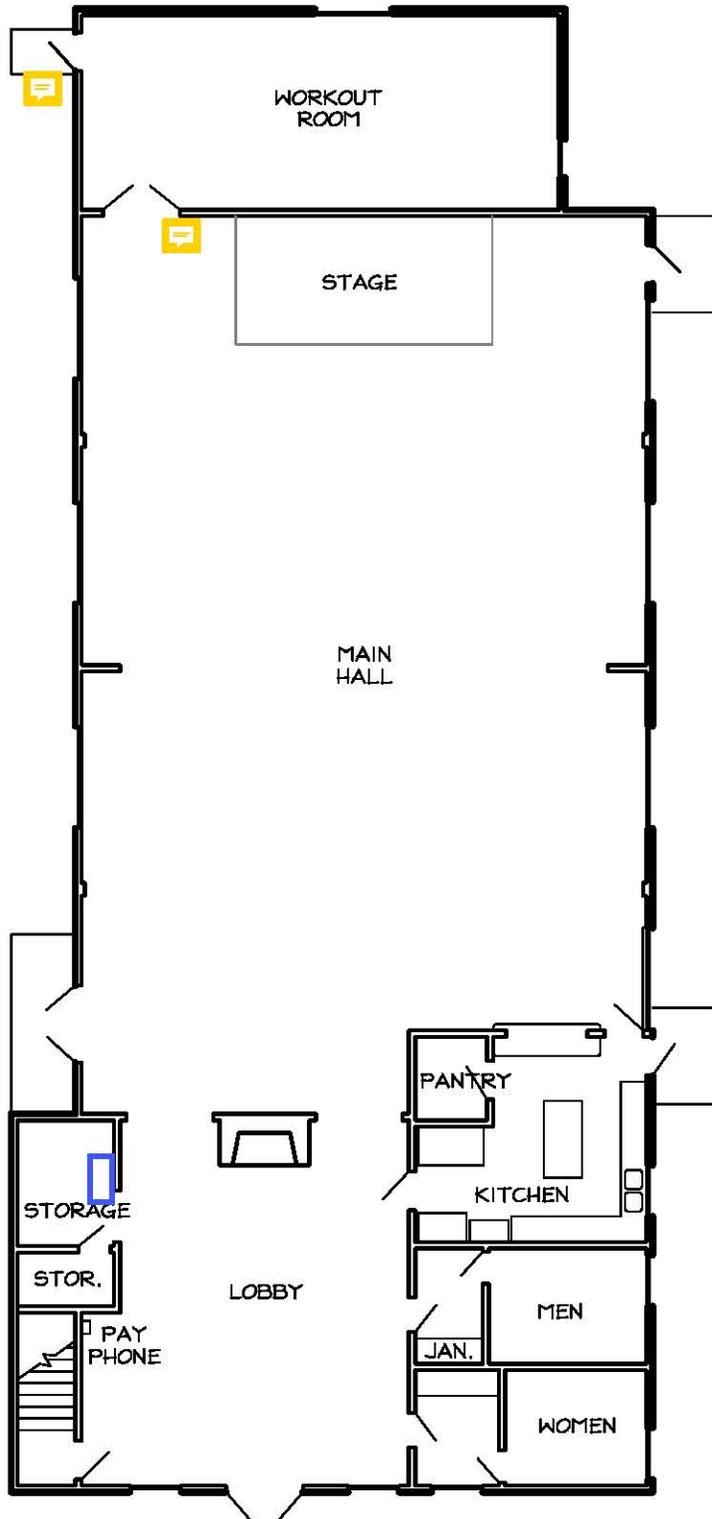
Contact Information: Contact Kirk Hartstrom - kdhartstrom@mono.ca.gov – 760-965-9438 M / 7601-932-5505 O Rep Contact: Kathy Lantz – 775-432-5675 – Katherine.lantz@jci.com
System Operation: Johnson Controls Security Solutions to install a 2 door Brivo ACS System at this location (2 on 1st floor) – See SOW for layout Locksmith quote is included and attached. Any additions or changes to this agreement will be done via a rider to this contract
Programming Info: Programming, testing & commissioning of ACS system
Site Conditions: Existing Bldg./ Drop ceiling – open truss.
Existing Equipment: NA
Customer Expectations: Unless otherwise mutually agreed in writing, all installation will be performed between 8 AM – 5 PM Monday thru Friday and is to be scheduled in advance. Please call site contact for hours of availability & access to facility.
Training Expectations: Customer expects to be trained on how to use the system.
General Comments: Permit is not required for this installation. Lift is not included for this installation. If a lift becomes necessary (JCI Requires any tech that has to work past a 12' ladder to be on a lift) that the customer can provide, or JCI can via a change order.
Customer Responsibilities / Johnson Controls Exclusions: Customer will provide access to all areas for work to be performed and a work environment free from hazardous material(s) or conditions. JCI Security will not be responsible for dismantling or removing previously installed equipment and will notify Customer when obstacles not previously identified may interfere/disrupt work to be performed as outlined in the Agreement. Where JCI Security cannot perform work due to conditions outside of JCI Securities reasonable control, the Customer may be subject to additional charges.
Documentation Needs: Signoff paperwork.

Contract Notes -

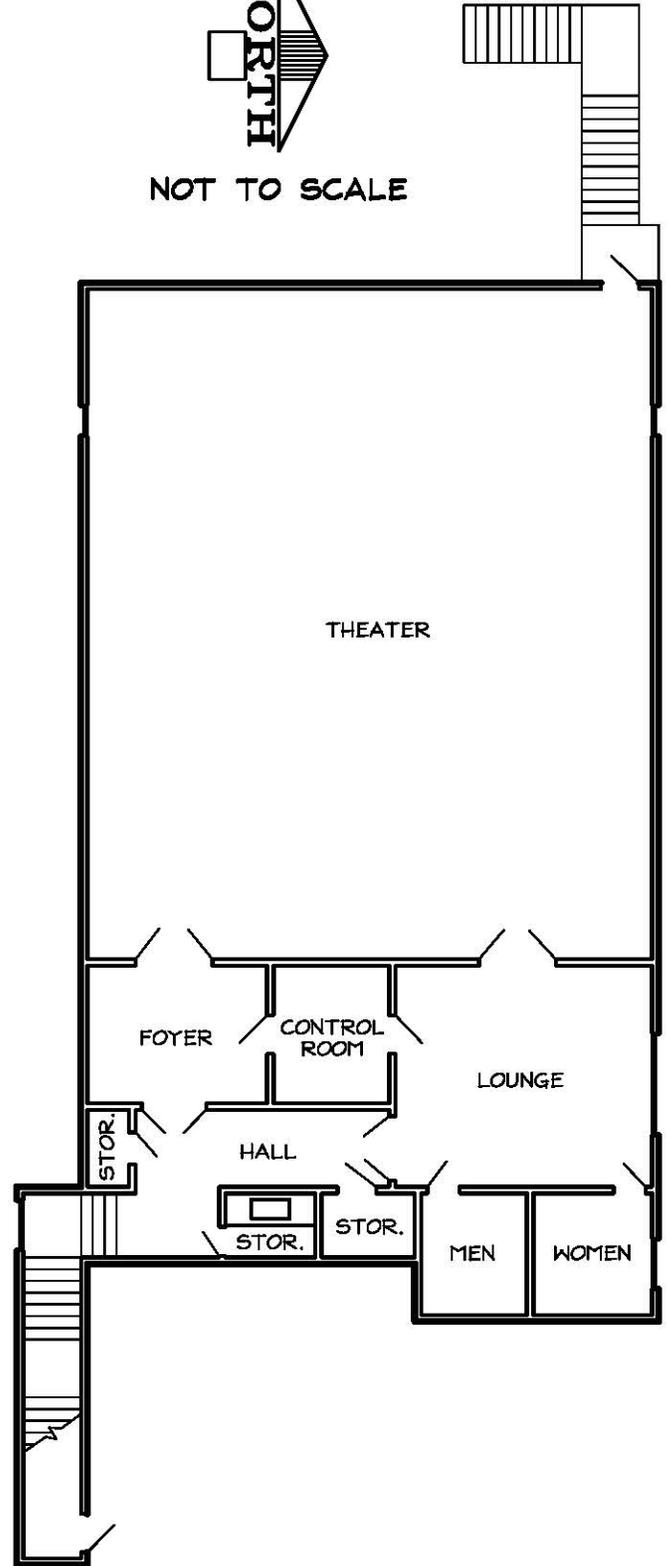
HARD LID



NOT TO SCALE



FIRST FLOOR



SECOND FLOOR

**MONO COUNTY
DEPARTMENT OF PUBLIC WORKS**

74 North School St.
Post Office Box 457
Bridgeport, CA 93517

Phone: (760)932-5440
Fax: (760)932-5441
monopw@mono.ca.gov

**MEMORIAL HALL
APN 008-093-033**

**73 NORTH SCHOOL ST.
BRIDGEPORT**

SHEET
1 OF 1

DATE: 02.13.13



COMMERCIAL SALES AGREEMENT

TOWN NO.
0866-FRESNO, CA

CUSTOMER NO.
116014773

JOB NO.

PO NO.

ESTIMATE NO.
1-74VCKLB

SCOPE OF WORK / SCHEDULE OF PROTECTION

IV. SCOPE OF WORK / SCHEDULE OF PROTECTION ("SOW"): Johnson Controls agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

A. Ownership of System and/or Equipment: Direct Sale (equipment to become property of the Customer upon payment of Installation Charges and Fees in full).

B. Services to be Provided ("Services")

Alarm monitoring and Notification Services:	No Service Selected
Video Surveillance Services:	No Service Selected
Managed Access Control Services:	Hosted Access Service PROVIDED, Brivo Access Standard Edition Tier 1 PROVIDED
Video Equipment:	No Service Selected
Maintenance Service Plan; Preventive Maintenance/Inspection:	Expert Maintenance PROVIDED / Inspections NOT PROVIDED
Additional Services:	No Service Selected

C. Equipment to be Installed ("Equipment"): Johnson Controls will install, or cause to be installed, the Equipment (or equivalent), as set forth in this SOW in Customer's designated facility(ies). As used herein, "installation" means: (i) affixing all Equipment and materials provided by Johnson Controls at such locations within the facility(ies) as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's Communications Facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) in the case of radio installation, mount radio Equipment and program Equipment with number furnished by Customer; (v) providing and installing software/firmware required by the Equipment; (vi) performing testing as required to establish that the Johnson Controls Equipment is connected, is functioning according to its specifications, and is communicating over Customer's Communications Facilities; and (vii) providing user-level training to Customer's designated representative in the use of such Equipment.

Qty	Product Name	Location
1	Locksmith	
1	Wire Mold, conduit and any other misc items needed	
1	Relocating reader from one door to another. See SOW	
1	Subject to existing wiring and devices being in good and working condition.	
1	If existing devices are not usable customer will receive a change order for add'l parts and labor.	
250	Composite Access 18/6c + 18/4c + 22/4c + 16/2c, STR, Shielded, CMP, Plenum, Purple, 250' Reel	
1	Remove Reader from existing door. Relocate to new door - See SOW	
1	This item identifies the estimate as Standard and NOT PART of Technology Refresh of older Tech	
1	Travel Time	
1	Per Diem	
1	Access Control Panel	
1	Card Reader	

D. CHARGES AND ESTIMATED TAX:

1. Installation Charge:

Installation Charge Amount:	\$5,715.16
* Estimated Tax(es):	\$27.95
TOTAL INSTALLATION CHARGE:	\$5,743.11
Installation Deposit Amount:	\$2,857.58

2. Annual Service Charge:

Annual Service Charge Amount:	\$583.50
* Estimated Tax(es):	\$0.00
TOTAL ANNUAL SERVICE CHARGE:	\$583.50

* Tax value shown is estimated and may differ from the actual tax value that will be on the invoice.

E. **Scope of Work:** This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contact Information: Contact Kirk Hartstrom - kdhartstrom@mono.ca.gov – 760-965-9438 M / 7601-932-5505 O Rep Contact: Kathy Lantz – 775-432-5675 – Katherine.lantz@jci.com

System Operation: Johnson Controls Security Solutions to relocate existing reader to door noted on SOW.– See SOW for layout. Locksmith quote is included and attached. Any additions or changes to this agreement will be done via a rider to this contract.

Programming Info: Programming, testing & commissioning of ACS system

Site Conditions: Existing Bldg./ Drop ceiling – open truss.

Existing Equipment: Hosted Brivo

Customer Expectations: Unless otherwise mutually agreed in writing, all installation will be performed between 8 AM – 5 PM Monday thru Friday and is to be scheduled in advance. Please call site contact for hours of availability & access to facility.

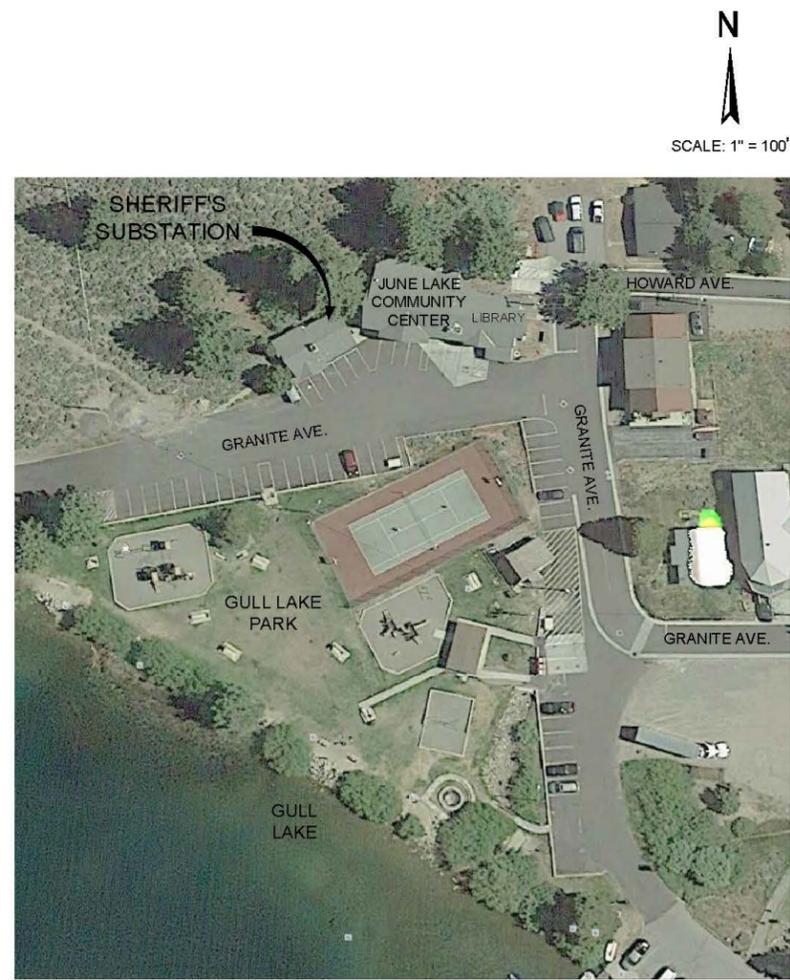
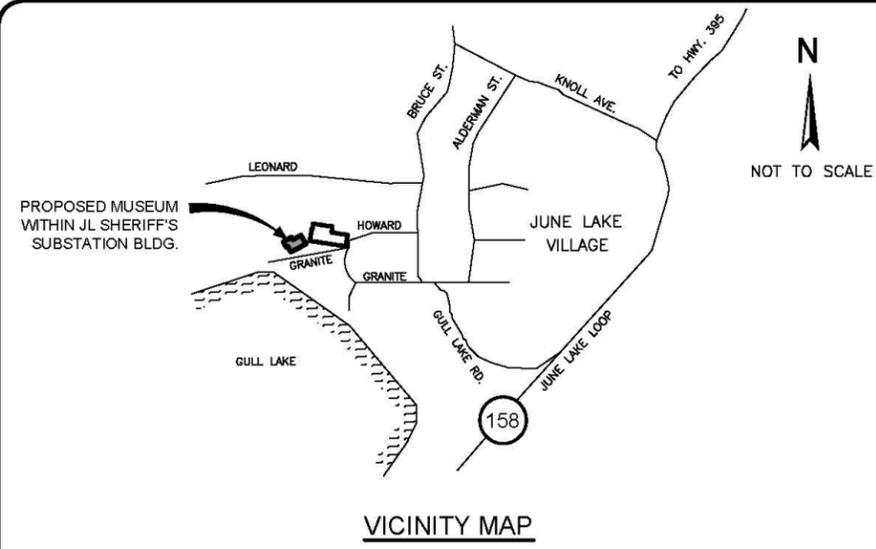
Training Expectations: Customer expects to be trained on how to use the system.

General Comments: Permit is not required for this installation. Lift is not included for this installation. If a lift becomes necessary (JCI Requires any tech that has to work past a 12' ladder to be on a lift) that the customer can provide, or JCI can via a change order.

Customer Responsibilities / Johnson Controls Exclusions: Customer will provide access to all areas for work to be performed and a work environment free from hazardous material(s) or conditions. JCI Security will not be responsible for dismantling or removing previously installed equipment and will notify Customer when obstacles not previously identified may interfere/disrupt work to be performed as outlined in the Agreement. Where JCI Security cannot perform work due to conditions outside of JCI Securities reasonable control, the Customer may be subject to additional charges.

Documentation Needs: Signoff paperwork.

Contract Notes -

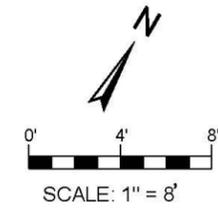
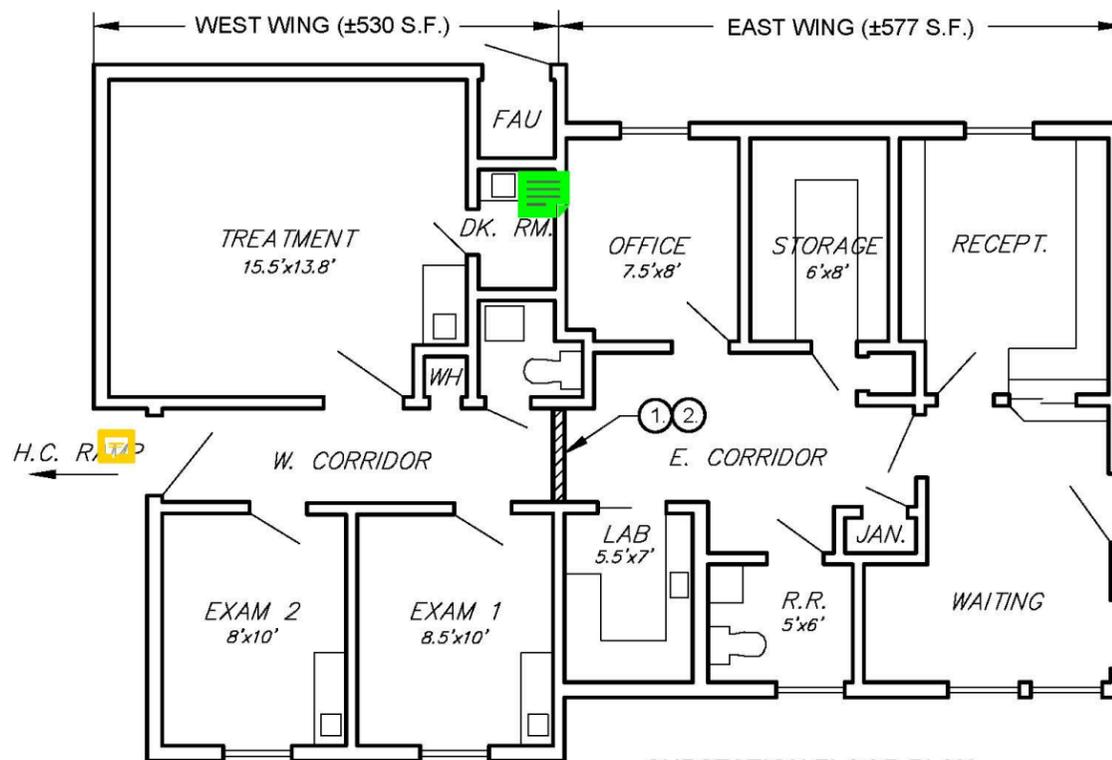


SITE NOTES:

APN: 015-010-054 (SHERIFF'S SUBSTATION)
 PARCEL OWNER: INYO NATIONAL FOREST
 LATITUDE: 37°46'42.50"N, LONGITUDE: 119°04'50.83"W
 ELEVATION: ± 8376'

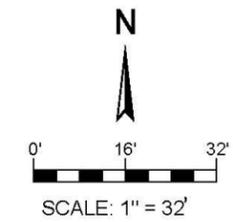
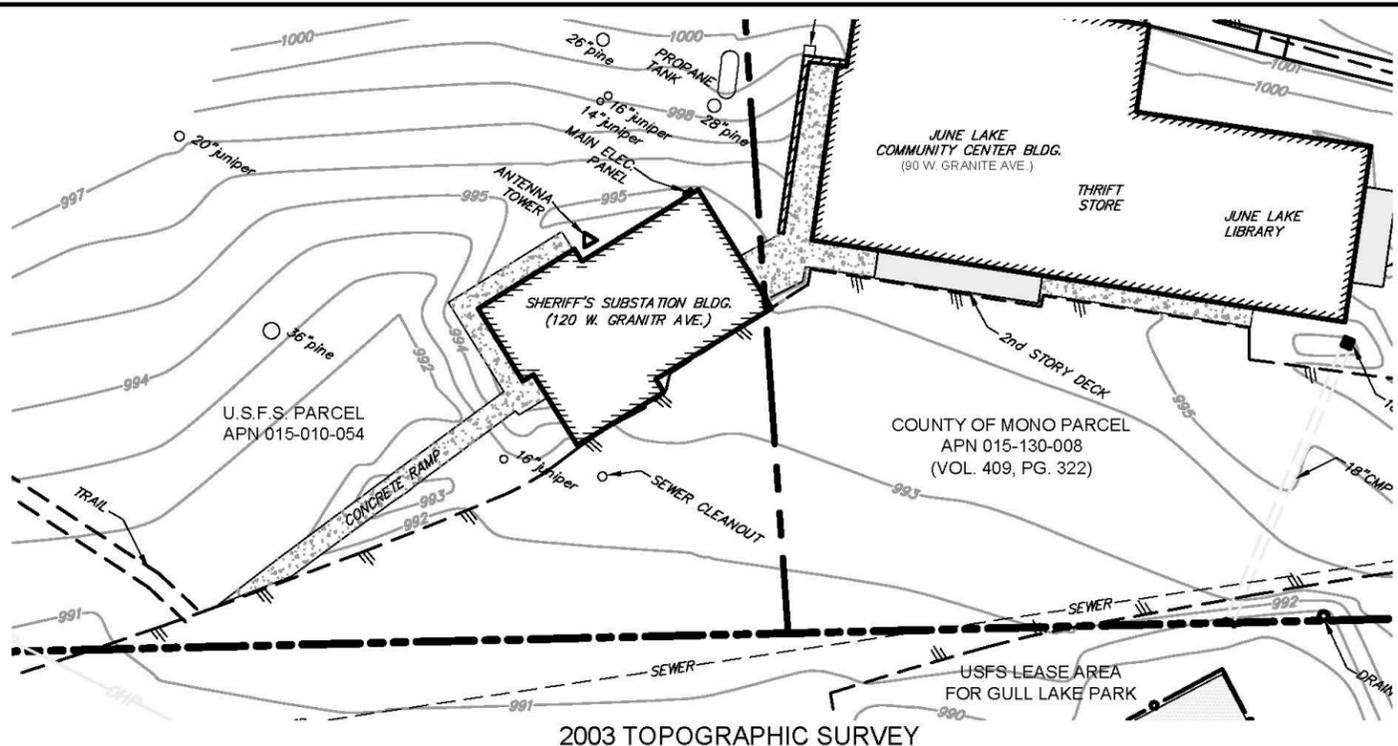
FACILITY NOTES:

1. Building dimensions and interior walls are per plans dated 2-28-89 (Revised 2009) prepared by Mountain Resort Architecture, Stephen Kabala A.I.A. This drawing is intended for schematic purposes only. Site verification is necessary for exact dimensions.
2. Sheriff's Substation Bldg. was originally designed as a Medical Clinic as noted on 1989 Library Addition Plans.
3. Estimated Total Area of Building = ±1107 s.f. (within interior walls)



CONSTRUCTION NOTES:

1. CONSTRUCT 4' WIDE, FLOOR TO CEILING INTERIOR WALL.
2. WALL FRAMED WITH 2"x4" VERTICAL STUDS, 18" ON CENTER, WITH FIRE BLOCKING.



MONO COUNTY PUBLIC WORKS DEPARTMENT

Rev.#	Date	Revision

Drawing Date: 07/26/17
 Prepared By: W. Lehmann, Tech.
 Checked By: _____
 Approved By: _____

JUNE LAKE SHERIFF SUBSTATION
 120 GRANITE AVENUE
 JUNE LAKE, CA 93529

PROPOSED MUSEUM REMODEL



COMMERCIAL SALES AGREEMENT

TOWN NO.
0160-RENO/SPARKS,
NV

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-73XYPXV

SCOPE OF WORK / SCHEDULE OF PROTECTION

IV. SCOPE OF WORK / SCHEDULE OF PROTECTION ("SOW"): Johnson Controls agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

A. Ownership of System and/or Equipment: Direct Sale (equipment to become property of the Customer upon payment of Installation Charges and Fees in full).

B. Services to be Provided ("Services")

Alarm monitoring and Notification Services:
Video Surveillance Services:
Managed Access Control Services:

No Service Selected
No Service Selected
Hosted Access Service PROVIDED, Brivo Access Standard Edition Tier 1 PROVIDED, Brivo Access Standard Edition Reader Tier 2 Data Plan PROVIDED

Video Equipment:
Maintenance Service Plan; Preventive Maintenance/Inspection:
Additional Services:

No Service Selected
Expert Maintenance PROVIDED / Inspections NOT PROVIDED
No Service Selected

C. Equipment to be Installed ("Equipment"): Johnson Controls will install, or cause to be installed, the Equipment (or equivalent), as set forth in this SOW in Customer's designated facility(ies). As used herein, "installation" means: (i) affixing all Equipment and materials provided by Johnson Controls at such locations within the facility(ies) as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's Communications Facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) in the case of radio installation, mount radio Equipment and program Equipment with number furnished by Customer; (v) providing and installing software/firmware required by the Equipment; (vi) performing testing as required to establish that the Johnson Controls Equipment is connected, is functioning according to its specifications, and is communicating over Customer's Communications Facilities; and (vii) providing user-level training to Customer's designated representative in the use of such Equipment.

Qty	Product Name	Location
1	Programming	
1	BRIVO ACS6100 REGULAR PANEL (ACCOMMODATES TWO (2) ACS6100 EXPANSION BO	
1	TWO READER EXPANSION BOARD WITH OSDP. [CAN BE USED TO REPLACE ACS6000	
3	Single gang tri-technology reader	
1	6 AMP Lock Power Supply w/ Fused, isolated outputs	
2	Battery, Sealed Lead-Acid, 12 Volt, 7.0Ah	
3	DOOR CONTACT SURFACE MOUNT WIDE GAPS W 12" WIDE GAPS LEEDS WIRE WHITE	
1	BRIVO UNIFIED CREDENTIAL - SMART CARD EV3- 8K, GLOSSY DUAL SIDE PRINT	
150	23-4P UTP-CMR SOL BC CAT6 2412 PE/PVC BLUE 305M 500FT BOXES	
500	Composite Access 18/6c + 18/4c + 22/4c + 16/2c, STR, Shielded, CMP, Plenum, Purple, 500' Reel	
1	Locksmith	
1	This item identifies the estimate as Standard and NOT PART of Technology Refresh of older Tech	
1	Wire Mold and any other misc items needed	
1	Travel Time	
3	Per Diem	

D. CHARGES AND ESTIMATED TAX:

1. Installation Charge:

Installation Charge Amount:	\$16,573.30
* Estimated Tax(es):	\$409.26
TOTAL INSTALLATION CHARGE:	\$16,982.56
Installation Deposit Amount:	\$8,286.65

2. Annual Service Charge:

Annual Service Charge Amount:	\$1,209.00
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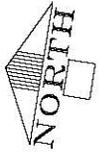
* Estimated Tax(es):	\$0.00
TOTAL ANNUAL SERVICE CHARGE:	\$1,209.00

* Tax value shown is estimated and may differ from the actual tax value that will be on the invoice.

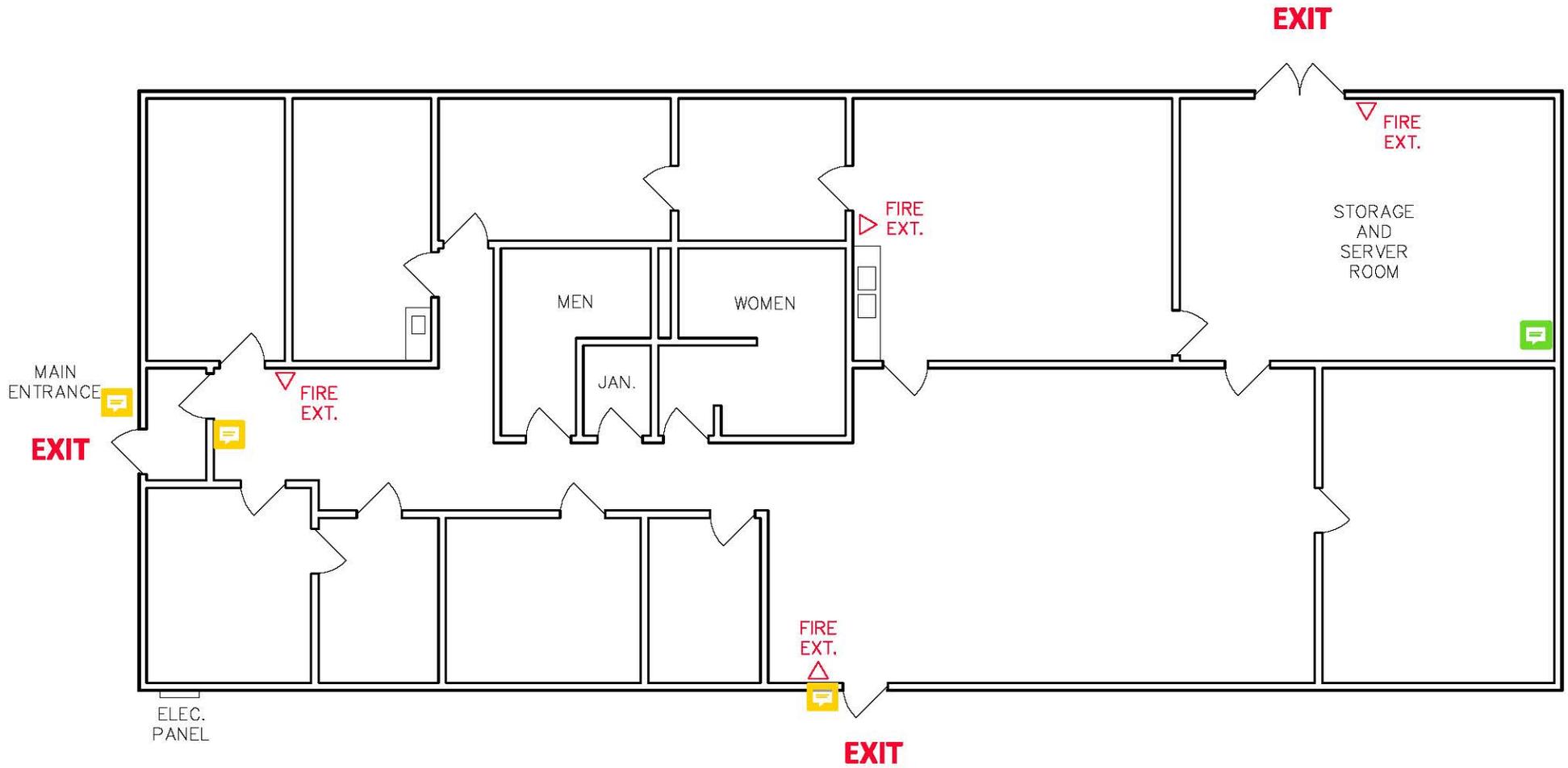
E. **Scope of Work:** This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contact Information: Contact Kirk Hartstrom - kdhartstrom@mono.ca.gov – 760-965-9438 M / 7601-932-5505 O Rep Contact: Kathy Lantz – 775-432-5675 – Katherine.lantz@jci.com
System Operation: Johnson Controls Security Solutions to install a 3 door Brivo ACS System at this location – See SOW for layout. Locksmith quote is included and attached. Any additions or changes to this agreement will be done via a rider to this contract
Programming Info: Programming, testing & commissioning of ACS system
Site Conditions: Existing Bldg./ Drop ceiling – open truss.
Existing Equipment: NA
Customer Expectations: Unless otherwise mutually agreed in writing, all installation will be performed between 8 AM – 5 PM Monday thru Friday and is to be scheduled in advance. Please call site contact for hours of availability & access to facility.
Training Expectations: Customer expects to be trained on how to use the system.
General Comments: Permit is not required for this installation. Lift is not included for this installation. If a lift becomes necessary (JCI Requires any tech that has to work past a 12' ladder to be on a lift) that the customer can provide, or JCI can via a change order.
Customer Responsibilities / Johnson Controls Exclusions: Customer will provide access to all areas for work to be performed and a work environment free from hazardous material(s) or conditions. JCI Security will not be responsible for dismantling or removing previously installed equipment and will notify Customer when obstacles not previously identified may interfere/disrupt work to be performed as outlined in the Agreement. Where JCI Security cannot perform work due to conditions outside of JCI Security's reasonable control, the Customer may be subject to additional charges.
Documentation Needs: Signoff paperwork.

Contract Notes -



Droptile





COMMERCIAL SALES AGREEMENT

TOWN NO.
0160-RENO/SPARKS,
NV

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-7327M19

SCOPE OF WORK / SCHEDULE OF PROTECTION

IV. SCOPE OF WORK / SCHEDULE OF PROTECTION ("SOW"): Johnson Controls agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

A. Ownership of System and/or Equipment: Direct Sale (equipment to become property of the Customer upon payment of Installation Charges and Fees in full).

B. Services to be Provided ("Services")

Alarm monitoring and Notification Services:	No Service Selected
Video Surveillance Services:	No Service Selected
Managed Access Control Services:	Hosted Access Service PROVIDED, Brivo Access Standard Edition Tier 1 PROVIDED
Video Equipment:	No Service Selected
Maintenance Service Plan; Preventive Maintenance/Inspection:	Expert Maintenance PROVIDED / Inspections NOT PROVIDED
Additional Services:	No Service Selected

C. Equipment to be Installed ("Equipment"): Johnson Controls will install, or cause to be installed, the Equipment (or equivalent), as set forth in this SOW in Customer's designated facility(ies). As used herein, "installation" means: (i) affixing all Equipment and materials provided by Johnson Controls at such locations within the facility(ies) as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's Communications Facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) in the case of radio installation, mount radio Equipment and program Equipment with number furnished by Customer; (v) providing and installing software/firmware required by the Equipment; (vi) performing testing as required to establish that the Johnson Controls Equipment is connected, is functioning according to its specifications, and is communicating over Customer's Communications Facilities; and (vii) providing user-level training to Customer's designated representative in the use of such Equipment.

Qty	Product Name	Location
1	Programming	
1	BRIVO ACS6100 REGULAR PANEL (ACCOMMODATES TWO (2) ACS6100 EXPANSION BO	
2	Single gang tri-technology reader	
1	6 AMP Lock Power Supply w/ Fused, isolated outputs	
2	Battery, Sealed Lead-Acid, 12 Volt, 7.0Ah	
2	DOOR CONTACT SURFACE MOUNT WIDE GAPS W 12" WIDE GAPS LEEDS WIRE WHITE	
1	BRIVO UNIFIED CREDENTIAL - SMART CARD EV3- 8K, GLOSSY DUAL SIDE PRINT	
150	23-4P UTP-CMR SOL BC CAT6 2412 PE/PVC BLUE 305M 500FT BOXES	
500	Composite Access 18/6c + 18/4c + 22/4c + 16/2c, STR, Shielded, CMP, Plenum, Purple, 500' Reel	
1	Locksmith	
1	This item identifies the estimate as Standard and NOT PART of Technology Refresh of older Tech	
1	Wire Mold and any other misc items needed	
1	Travel Time	
2	Per Diem	

D. CHARGES AND ESTIMATED TAX:

1. Installation Charge:

Installation Charge Amount:	\$14,740.30
* Estimated Tax(es):	\$339.58
TOTAL INSTALLATION CHARGE:	\$15,079.88
Installation Deposit Amount:	\$7,370.15

2. Annual Service Charge:

Annual Service Charge Amount:	\$885.00
* Estimated Tax(es):	\$0.00
TOTAL ANNUAL SERVICE CHARGE:	\$885.00

* Tax value shown is estimated and may differ from the actual tax value that will be on the invoice.

E. **Scope of Work:** This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contact Information: Contact Kirk Hartstrom - kdhartstrom@mono.ca.gov – 760-965-9438 M / 7601-932-5505 O Rep Contact: Kathy Lantz – 775-432-5675 – Katherine.lantz@jci.com

System Operation: Johnson Controls Security Solutions to install a 2 door Brivo ACS System at this location – See SOW for layout. Locksmith quote is included and attached. Any additions or changes to this agreement will be done via a rider to this contract.

Programming Info: Programming, testing & commissioning of ACS system

Site Conditions: Existing Bldg/ Drop ceiling – open truss.

Existing Equipment: NA

Customer Expectations: Unless otherwise mutually agreed in writing, all installation will be performed between 8 AM – 5 PM Monday thru Friday and is to be scheduled in advance. Please call site contact for hours of availability & access to facility.

Training Expectations:

General Comments: Permit is not required for this installation. Lift is not included for this installation. If a lift becomes necessary (JCI Requires any tech that has to work past a 12' ladder to be on a lift) that the customer can provide, or JCI can via a change order.

Customer Responsibilities / Johnson Controls Exclusions: Customer will provide access to all areas for work to be performed and a work environment free from hazardous material(s) or conditions. JCI Security will not be responsible for dismantling or removing previously installed equipment and will notify Customer when obstacles not previously identified may interfere/disrupt work to be performed as outlined in the Agreement. Where JCI Security cannot perform work due to conditions outside of JCI Securities reasonable control, the Customer may be subject to additional charges.

Documentation Needs: Signoff paperwork.

Contract Notes -



1" = 10'



FLOOR PLAN

NOTE: PLANS SHOWN ARE FOR SCHEMATIC PURPOSES ONLY.
SEE 1989 (ORIGINAL) AND 2002 (ADDITION) PLANS FOR BLDG. DETAILS.

**MONO COUNTY
DEPARTMENT OF PUBLIC WORKS**

74 North School St.
Post Office Box 457
Bridgeport, CA 93517

Phone: (760)932-5440
Fax: (760)932-5441
monopw@mono.ca.gov

**PROBATION DEPT.
APN 08-101-07**

**57 BRYANT ST.
BRIDGEPORT**

**SHEET
1 OF 1**

DATE: 12.21.10



COMMERCIAL SALES AGREEMENT

TOWN NO.
0160-RENO/SPARKS,
NV

CUSTOMER NO.
116014771

JOB NO.

PO NO.

ESTIMATE NO.
1-74UWADF

SCOPE OF WORK / SCHEDULE OF PROTECTION

IV. SCOPE OF WORK / SCHEDULE OF PROTECTION ("SOW"): Johnson Controls agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

A. Ownership of System and/or Equipment: Direct Sale (equipment to become property of the Customer upon payment of Installation Charges and Fees in full).

B. Services to be Provided ("Services")

Alarm monitoring and Notification Services:	No Service Selected
Video Surveillance Services:	No Service Selected
Managed Access Control Services:	Hosted Access Service PROVIDED
Video Equipment:	No Service Selected
Maintenance Service Plan; Preventive Maintenance/Inspection:	Expert Maintenance PROVIDED / Inspections NOT PROVIDED
Additional Services:	No Service Selected

C. Equipment to be Installed ("Equipment"): Johnson Controls will install, or cause to be installed, the Equipment (or equivalent), as set forth in this SOW in Customer's designated facility(ies). As used herein, "installation" means: (i) affixing all Equipment and materials provided by Johnson Controls at such locations within the facility(ies) as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's Communications Facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) in the case of radio installation, mount radio Equipment and program Equipment with number furnished by Customer; (v) providing and installing software/firmware required by the Equipment; (vi) performing testing as required to establish that the Johnson Controls Equipment is connected, is functioning according to its specifications, and is communicating over Customer's Communications Facilities; and (vii) providing user-level training to Customer's designated representative in the use of such Equipment.

Qty	Product Name	Location
1	Programming	
2	2 READER MAIN BOARD - BRIVO ONAIR (BOARD ONLY)	
1	Travel Time	
1	Per Diem	
1	This item identifies the estimate as Standard and NOT PART of Technology Refresh of older Tech	
1	//Existing System in Place//	
1	Access Control Panel	
1	Card Reader	

D. CHARGES AND ESTIMATED TAX:

1. Installation Charge:

Installation Charge Amount:	\$6,181.76
* Estimated Tax(es):	\$292.77
TOTAL INSTALLATION CHARGE:	\$6,474.53
Installation Deposit Amount:	\$3,090.88

2. Annual Service Charge:

Annual Service Charge Amount:	\$2,391.50
* Estimated Tax(es):	\$0.00
TOTAL ANNUAL SERVICE CHARGE:	\$2,391.50

* Tax value shown is estimated and may differ from the actual tax value that will be on the invoice.

E. Scope of Work: This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contact Information: Contact Kirk Hartstrom – 760-965-9438 mobile / 760-932-5505 office – kdhartstrom@mono.ca.gov Rep Contact: Kathy Lantz – 775-432-5675 – Katherine.lantz@jci.com
 System Operation: Johnson Controls Security Solutions to replace existing B-ACS5000-MBE boards from 2 enclosures and replace with B-ACS6000-MBE so as to enable the LOCKDOWN functionality for the customer. Any further requirements for additional wire or devices will be sent as a Rider to this contract.
 Programming Info: Programming, testing & commissioning of ACS system

Site Conditions: NA

Existing Equipment: Hosted Brivo

Customer Expectations: Unless otherwise mutually agreed in writing, all installation will be performed between 8 AM – 5 PM Monday thru Friday and is to be scheduled in advance. Please call site contact for hours of availability & access to facility.

Training Expectations: NA

General Comments: Permit is not required for this installation. Lift is not included for this installation. If a lift becomes necessary (JCI Requires any tech that has to work past a 12' ladder to be on a lift) that the customer can provide, or JCI can via a change order.

Customer Responsibilities / Johnson Controls Exclusions: Customer will provide access to all areas for work to be performed and a work environment free from hazardous material(s) or conditions. JCI Security will not be responsible for dismantling or removing previously installed equipment and will notify Customer when obstacles not previously identified may interfere/disrupt work to be performed as outlined in the Agreement. Where JCI Security cannot perform work due to conditions outside of JCI Securities reasonable control, the Customer may be subject to additional charges.

Documentation Needs: Signoff Paperwork

Contract Notes -



COMMERCIAL SALES AGREEMENT

TOWN NO.
0160-RENO/SPARKS,
NV

CUSTOMER NO.
116015152

JOB NO.

PO NO.

ESTIMATE NO.
1-74HCDQJ

SCOPE OF WORK / SCHEDULE OF PROTECTION

IV. SCOPE OF WORK / SCHEDULE OF PROTECTION ("SOW"): Johnson Controls agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

A. Ownership of System and/or Equipment: Direct Sale (equipment to become property of the Customer upon payment of Installation Charges and Fees in full).

B. Services to be Provided ("Services")

Alarm monitoring and Notification Services:	No Service Selected
Video Surveillance Services:	No Service Selected
Managed Access Control Services:	Hosted Access Service PROVIDED, Brivo Access Standard Edition Tier 1 PROVIDED
Video Equipment:	No Service Selected
Maintenance Service Plan; Preventive Maintenance/Inspection:	Expert Maintenance PROVIDED / Inspections NOT PROVIDED
Additional Services:	No Service Selected

C. Equipment to be Installed ("Equipment"): Johnson Controls will install, or cause to be installed, the Equipment (or equivalent), as set forth in this SOW in Customer's designated facility(ies). As used herein, "installation" means: (i) affixing all Equipment and materials provided by Johnson Controls at such locations within the facility(ies) as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's Communications Facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) in the case of radio installation, mount radio Equipment and program Equipment with number furnished by Customer; (v) providing and installing software/firmware required by the Equipment; (vi) performing testing as required to establish that the Johnson Controls Equipment is connected, is functioning according to its specifications, and is communicating over Customer's Communications Facilities; and (vii) providing user-level training to Customer's designated representative in the use of such Equipment.

Qty	Product Name	Location
1	Programming	
1	BRIVO ACS6100 REGULAR PANEL (ACCOMMODATES TWO (2) ACS6100 EXPANSION BO	
2	Mullion mount tri-technology reader	
500	Composite Access 18/6c + 18/4c + 22/4c + 16/2c, STR, Shielded, CMP, Plenum, Purple, 500' Reel	
1	Travel Time	
1	Per Diem	
50	23-4P UTP-CMR SOL BC CAT6 2412 PE/PVC BLUE 305M 500FT BOXES	
1	Locksmith	
1	This item identifies the estimate as Standard and NOT PART of Technology Refresh of older Tech	
1	Miscellaneous Hardware	

D. CHARGES AND ESTIMATED TAX:

1. Installation Charge:

Installation Charge Amount:	\$37,951.44
* Estimated Tax(es):	\$282.33
TOTAL INSTALLATION CHARGE:	\$38,233.77
Installation Deposit Amount:	\$18,975.72

2. Annual Service Charge:

Annual Service Charge Amount:	\$857.00
* Estimated Tax(es):	\$0.00
TOTAL ANNUAL SERVICE CHARGE:	\$857.00

* Tax value shown is estimated and may differ from the actual tax value that will be on the invoice.

E. Scope of Work: This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contact Information: Contact Kirk Hartstrom – 760-965-9438 mobile / 760-932-5505 office – kdhartstrom@mono.ca.gov Rep Contact: Kathy Lantz – 775-432-5675 – Katherine.lantz@jci.com
System Operation: Johnson Controls Security Solutions to install 1 new reader downstairs and 1 upstairs See SOW. 2nd FL IDF has 1 spot open on the Brivo so connect to that. Downstairs installing a new B-6100R-E so customer will have 5 remaining ports available to add. Any further requirements for additional wire or devices will be sent as a Rider to this contract.

Programming Info: Programming, testing & commissioning of ACS system

Site Conditions: NA

Existing Equipment: Hosted Brivo

Customer Expectations: Unless otherwise mutually agreed in writing, all installation will be performed between 8 AM – 5 PM Monday thru Friday and is to be scheduled in advance. Please call site contact for hours of availability & access to facility.

Training Expectations: NA

General Comments: Permit is not required for this installation. Lift is not required for this installation.

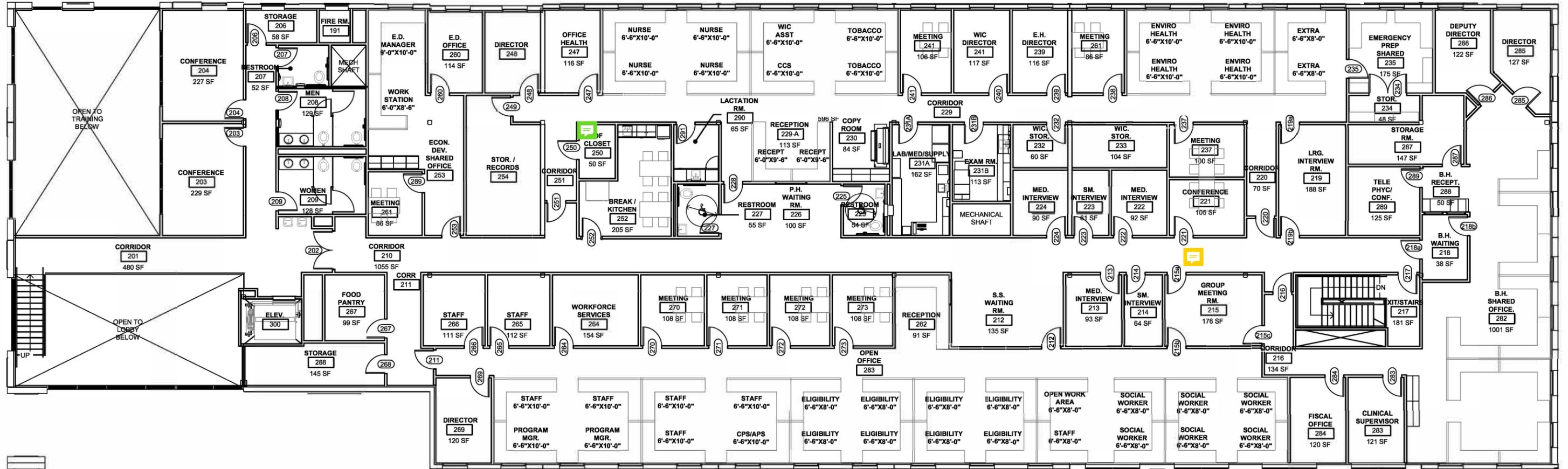
Customer Responsibilities / Johnson Controls Exclusions: Customer will provide access to all areas for work to be performed and a work environment free from hazardous material(s) or conditions. JCI Security will not be responsible for dismantling or removing previously installed equipment and will notify Customer when obstacles not previously identified may interfere/disrupt work to be performed as outlined in the Agreement. Where JCI Security cannot perform work due to conditions outside of JCI Securities reasonable control, the Customer may be subject to additional charges.

Documentation Needs: Signoff paperwork.

Contract Notes -

DROP TILE

2nd Floor





COMMERCIAL SALES AGREEMENT

TOWN NO.
0160-RENO/SPARKS,
NV

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-74TD5WL

SCOPE OF WORK / SCHEDULE OF PROTECTION

IV. SCOPE OF WORK / SCHEDULE OF PROTECTION ("SOW"): Johnson Controls agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

A. Ownership of System and/or Equipment: Direct Sale (equipment to become property of the Customer upon payment of Installation Charges and Fees in full).

B. Services to be Provided ("Services")

Alarm monitoring and Notification Services:	No Service Selected
Video Surveillance Services:	No Service Selected
Managed Access Control Services:	Hosted Access Service PROVIDED, Brivo Access Standard Edition Tier 1 PROVIDED
Video Equipment:	No Service Selected
Maintenance Service Plan; Preventive Maintenance/Inspection:	Expert Maintenance PROVIDED / Inspections NOT PROVIDED
Additional Services:	No Service Selected

C. Equipment to be Installed ("Equipment"): Johnson Controls will install, or cause to be installed, the Equipment (or equivalent), as set forth in this SOW in Customer's designated facility(ies). As used herein, "installation" means: (i) affixing all Equipment and materials provided by Johnson Controls at such locations within the facility(ies) as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's Communications Facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) in the case of radio installation, mount radio Equipment and program Equipment with number furnished by Customer; (v) providing and installing software/firmware required by the Equipment; (vi) performing testing as required to establish that the Johnson Controls Equipment is connected, is functioning according to its specifications, and is communicating over Customer's Communications Facilities; and (vii) providing user-level training to Customer's designated representative in the use of such Equipment.

Qty	Product Name	Location
1	BRIVO ACS6100 REGULAR PANEL (ACCOMMODATES TWO (2) ACS6100 EXPANSION BO	
1	TWO READER EXPANSION BOARD WITH OSDP. [CAN BE USED TO REPLACE ACS6000	
2	Single gang tri-technology reader	
1	6 AMP Lock Power Supply w/ Fused, isolated outputs	
2	Battery, Sealed Lead-Acid, 12 Volt, 7.0Ah	
2	DOOR CONTACT SURFACE MOUNT WIDE GAPS W 12" WIDE GAPS LEEDS WIRE WHITE	
1	BRIVO UNIFIED CREDENTIAL - SMART CARD EV3- 8K, GLOSSY DUAL SIDE PRINT	
150	23-4P UTP-CMR SOL BC CAT6 2412 PE/PVC BLUE 305M 500FT BOXES	
500	Composite Access 18/6c + 18/4c + 22/4c + 16/2c, STR, Shielded, CMP, Plenum, Purple, 500' Reel	
1	Locksmith	
1	Wire Mold and any other misc items needed	
1	This item identifies the estimate as Standard and NOT PART of Technology Refresh of older Tech	
1	Travel Time	
2	Per Diem	

D. CHARGES AND ESTIMATED TAX:

1. Installation Charge:

Installation Charge Amount:	\$14,055.86
* Estimated Tax(es):	\$357.86
TOTAL INSTALLATION CHARGE:	\$14,413.72
Installation Deposit Amount:	\$7,027.93

2. Annual Service Charge:

Annual Service Charge Amount:	\$990.00
* Estimated Tax(es):	\$0.00
TOTAL ANNUAL SERVICE CHARGE:	\$990.00

* Tax value shown is estimated and may differ from the actual tax value that will be on the invoice.

E. Scope of Work: This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contact Information: Contact Kirk Hartstrom - kdhartstrom@mono.ca.gov – 760-965-9438 M / 7601-932-5505 O Rep Contact: Kathy Lantz – 775-432-5675 – Katherine.lantz@jci.com

System Operation: Johnson Controls Security Solutions to install a 2 door Brivo ACS System at this location (2 doors on 1st fl / Head end on 2nd fl)– See SOW for layout. Locksmith quote is included and attached. Any additions or changes to this agreement will be done via a rider to this contract.

Programming Info: Programming, testing & commissioning of ACS system

Site Conditions: Existing Bldg/ Drop ceiling – open truss.

Existing Equipment: NA

Customer Expectations: Unless otherwise mutually agreed in writing, all installation will be performed between 8 AM – 5 PM Monday thru Friday and is to be scheduled in advance. Please call site contact for hours of availability & access to facility.

Training Expectations: Customer expects to be trained on how to use the system.

General Comments: Permit is not required for this installation. Lift is not included for this installation. If a lift becomes necessary (JCI Requires any tech that has to work past a 12' ladder to be on a lift) that the customer can provide, or JCI can via a change order.

Customer Responsibilities / Johnson Controls Exclusions: Customer will provide access to all areas for work to be performed and a work environment free from hazardous material(s) or conditions. JCI Security will not be responsible for dismantling or removing previously installed equipment and will notify Customer when obstacles not previously identified may interfere/disrupt work to be performed as outlined in the Agreement. Where JCI Security cannot perform work due to conditions outside of JCI Securities reasonable control, the Customer may be subject to additional charges.

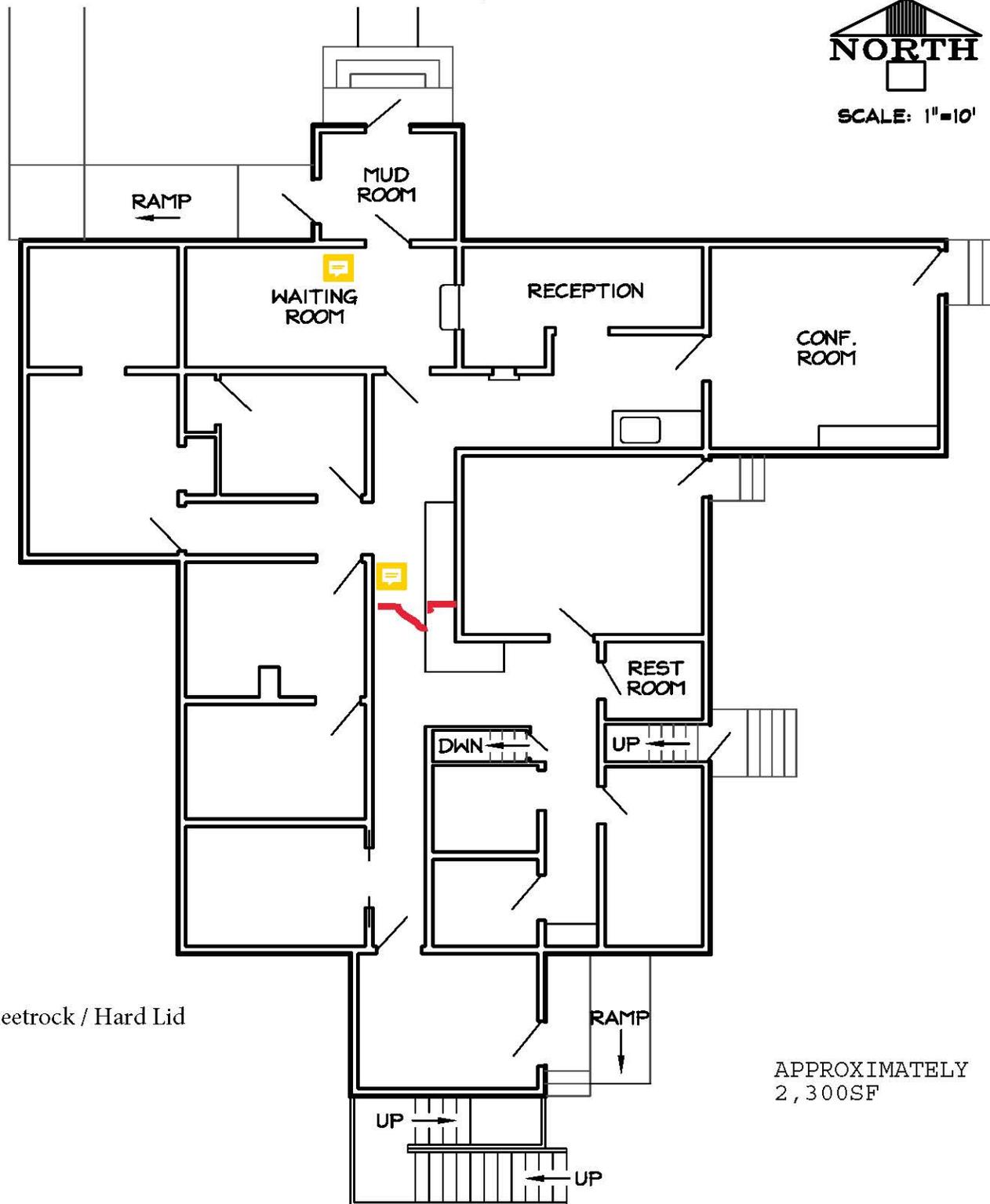
Documentation Needs: Signoff paperwork.

Contract Notes -

← EMIGRANT ST. →



SCALE: 1"=10'



APPROXIMATELY
2,300SF

1ST FLOOR PLAN

NOTE: DRAWING PREPARED FOR SCHEMATIC PURPOSES ONLY.
FIELD VERIFY FOR ACCURATE MEASUREMENT.

**MONO COUNTY
DEPARTMENT OF PUBLIC WORKS**

74 North School St.
Post Office Box 457
Bridgeport, CA 93517

Phone: (760)932-5440
Fax: (760)932-5441
monopw@mono.ca.gov

**BRIDGEPORT
SOCIAL SERVICES BLDG.
APN 08-093-33
123 EMIGRANT ST.
BRIDGEPORT**

**SHEET
1 OF 2**

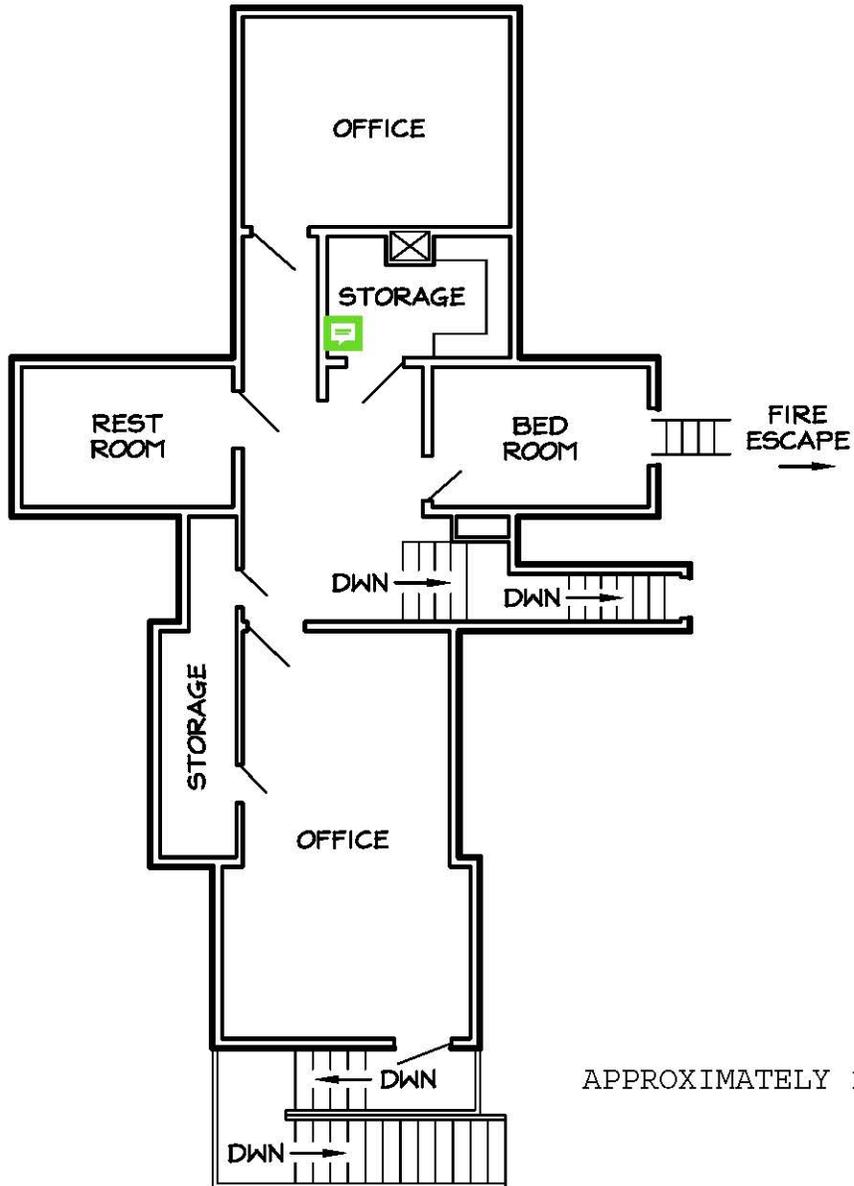
DATE: 12.28.10

← EMIGRANT ST. →



SCALE: 1"=10'

Sheetrock / Hard Lid



APPROXIMATELY 1,000SF

2ND FLOOR PLAN

NOTE: DRAWING PREPARED FOR SCHEMATIC PURPOSES ONLY.
FIELD VERIFY FOR ACCURATE MEASUREMENT.

<p align="center">MONO COUNTY DEPARTMENT OF PUBLIC WORKS</p>	<p align="center">BRIDGEPORT SOCIAL SERVICES BLDG. APN 08-093-33 125 EMIGRANT ST. BRIDGEPORT</p>	<p align="center">SHEET 2 OF 2</p> <p align="right">DATE: 12.28.10</p>
<p>74 North School St. Phone: (760)932-5440 Post Office Box 457 Fax: (760)932-5441 Bridgeport, CA 93517 monopw@mono.ca.gov</p>		

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF MONO
AND JOHNSON CONTROLS INTERNATIONAL, PLC
FOR THE PROVISION OF SECURITY ACCESS CONTROL SERVICES**

TERM:

FROM: June 6, 2023 TO: June 30, 2024

SCHEDULE OF FEES:

Site	Description	One Time
June Sheriff Sub	Move door / museum remodel	\$ 5,743.11
Annex 2	Front / Back / IT Server Room	\$ 20,338.77
Memorial Hall	Gym Exterior / Hall double	\$ 15,216.01
MCOE - Health / SS	Front / Side doors	\$ 16,982.56
Probation	Front / Lobby / Rear doors	\$ 15,079.88
Sheriff	Update Panels to support lockdown mode	\$ 6,474.53
Elections Storage	Mud room / hallway doors	\$ 14,413.72
Courthouse	East / Handicapped doors	\$ 20,232.56
Civic Center	Mono Lk Rm / Social / ADA Actuators	\$ 38,233.77
Total		\$ 152,714.91

Exhibit B1

Johnson Controls		SOV Worksheet - Only enter data in yellow cells		Progress Billing Designation			
Property Owner: Mono County							
SOV LINE ITEMS (only needed if customer requires AIA)		Values	Notes	(1) Standard Progress Billing			
Engineering Services & Project Startup				Customer billed on a monthly basis as long as the difference between the completion % and the previously billed amount is greater than \$2,500			
Project Management				*Customer may be billed prior to onsite labor due to contractor payment or material being ordered			
Equipment							
Installation Materials	\$	150,034.93	Installation materials includes wiring, cabling, permits, lift charges, etc...				
Installation / Subcontract Labor							
Warranty							
<i>Total Project Price</i>		\$	150,034.93	(2) Project Completion Percentage			
Project Total Face Price		\$	150,034.93	Customer billed at agreed upon total project completion percentages			
		Select (1) Standard, (2)Project Completion Percentage or (3)Customer Specified Milestones for progress billing method below		Completion	Completion %	Bill Amount	Total Billed
Retainage				Milestone #1	10%	\$ 15,003.49	\$ 15,003.49
Retainage %		10.0%		Milestone #2	30%	\$ 30,006.99	\$ 45,010.48
Retainage \$	\$	15,003		Milestone #3	50%	\$ 30,006.99	\$ 75,017.47
Project Less Retainage		\$	135,031.44	Milestone #4	100%	\$ 75,017.47	\$ 150,034.93
				Milestone #5			
				Milestone #6			
Progress Billing Method (All orders over \$25,000)		(2) Project Completion Percentage		(3) Customer Specified Milestones			
ALL PROGRESS BILLING ----->		Final invoice will be sent upon total job completion and customer acceptance this invoice will include all taxes		Customer billed at agreed upon customer selected milestones (only if order over \$100,000) (MULTILOC is required to fulfill invoicing requirements)			
Additional Comments (optional):		This encompasses 9 estimates: 1-73VQEYB(Annex2); 1-73XXWUX(BP Courthouse); 1-73Y2NCF(BP Mem Hall); 1-73XYPXV(BP Off of Ed); 1-73Z7MI9(BP Probation Office; 1-74UWADF(BP Sheriff Station); 1-74HCDQJ(Civic Center); 1-74TD5WL(Elections Storage) and 1-74VCKLB (June Lake Sheriff Station)		Project Manager/ITM:			
				MULTILOC # (required):			
				Project	% To Be Billed	Milestone Description	
				Milestone #1	10%		
				Milestone #2	20%		
				Milestone #3	20%		
				Milestone #4	50%		
				Milestone #5			
				Milestone #6			

EXHIBIT 2

AGREEMENT BETWEEN THE COUNTY OF MONO AND JOHNSON CONTROLS FOR THE PROVISION OF ACCESS CONTROL SERVICES

PREVAILING WAGES AS OF: 06/08/2023

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.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 13, 2023

Departments: County Counsel

TIME REQUIRED 5 minutes

PERSONS APPEARING BEFORE THE BOARD Stacey Simon, County Counsel

SUBJECT AB 2449 Emergency Exception

AGENDA DESCRIPTION:

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

Authorization for teleconference participation in today's Board of Supervisors meeting by Supervisor Salcido under AB 2449.

RECOMMENDED ACTION:

Find that a physical medical emergency exists which prevents Supervisor Salcido from participating in the meeting in person and that she may therefore participate in the Board of Supervisors meeting today remotely under AB 2449.

FISCAL IMPACT:

None.

CONTACT NAME: Stacey Simon

PHONE/EMAIL: 1704 / ssimon@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

Time	Who	Approval
6/9/2023 9:16 AM	County Counsel	Yes
6/9/2023 10:24 AM	Finance	Yes
6/9/2023 10:34 AM	County Administrative Office	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 13, 2023

Departments: Emergency Management

TIME REQUIRED 45 minutes

SUBJECT New Wildfire Mitigation Advances for
Homes, Communities and Counties

**PERSONS
APPEARING
BEFORE THE
BOARD**

Wendilyn Grasseschi, Wildfire
Mitigation Coordinator; Yana
Valochovich, Humboldt and Del Norte
County Director/Forest Advisor; Dustin
Blakey, Mono and Inyo County
Director/Farm Advisor; Crystal
Medhurst, Whitebark Institute
Community Wildfire Resilience

AGENDA DESCRIPTION:

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

Presentation by Yana Valochovich, Humboldt and Del Norte County Director/Forest Advisor for the University of California Cooperative Extension, Humboldt and Del Norte Counties regarding new wildfire mitigation advances for homes, communities and counties.

RECOMMENDED ACTION:

None, informational only.

FISCAL IMPACT:

None.

CONTACT NAME: Danielle Patrick

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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Staff Report

History

Time

Who

Approval

6/6/2023 10:40 AM	County Counsel	Yes
6/6/2023 10:24 AM	Finance	Yes
6/8/2023 3:15 PM	County Administrative Office	Yes



MONO COUNTY
OFFICE OF EMERGENCY MANAGEMENT



DATE: June 6, 2023
TO: Mono County Board of Supervisors
FROM: Wendilyn Grasseschi, Wildfire Mitigation Coordinator
SUBJECT: New Wildfire Mitigation Advances for Homes, Communities and Counties

Title: New Wildfire Mitigation Advances for Homes, Communities and Counties

Departments: Mono County Office of Emergency Management

Time: 45 minutes

(Yana Valochovich, County Director/Forest Advisor for the University of California Cooperative Extension, Humboldt and Del Norte Counties; Dustin Blakey, County Director/Farm Advisor, Cooperative Extension Inyo-Mono Counties, Wendilyn Grasseschi, Mono County Wildfire Mitigation Coordinator; Crystal Medhurst, Community Wildfire Resilience, Outreach and Education Coordinator, Whitebark Institute).

Yana Valachovic is the County Director/Forest Advisor for the University of California Cooperative Extension in Humboldt and Del Norte Counties, a registered professional forester and forest scientist. While we often equate reducing community risk of wildfire with hazardous fuels reduction, new research also highlights the importance and success of relatively simple home hardening and building design changes. Valachovic is a leader in developing and delivering local and state strategies to improve wildfire resilience. She will give a brief overview of her research findings and vision for her work, including efforts in Inyo and Mono Counties to educate, inform and build resilience in all local communities. She can also speak to the issues regarding policies and legislation, building design, planning, and zoning, insurance, best practices for homeowners and/or community leaders and answer other wildfire mitigation questions. Wendilyn Grasseschi, Crystal Medhurst and Dustin Blakely will update the board on collaborative efforts and upcoming events regarding ongoing wildfire mitigation work.

Recommended Action: None.

Fiscal Impact: None



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 13, 2023

Departments: Public Works - Recreation

TIME REQUIRED 15 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Marcella Rose, Sustainable
Recreation Coordinator

SUBJECT Caltrans Clean CA District
Maintenance Agreement - Recreation

AGENDA DESCRIPTION:

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

Propose entering into contract with Caltrans District 9 pertaining to Clean CA funding to place dumpsters along highway 395 to offset garbage resulting from dispersed camping and other recreation visitation. Supplemental to this agreement is the proposed acceptance of the amendment to the D&S Waste Removal Inc. Contract for trash removal services to service dumpsters provided by Clean CA Funding.

RECOMMENDED ACTION:

1) Approve, and authorize department head to sign contract with Caltrans District 9 for Clean CA District 9 for the period of the last of the dates each Party's authorized representative has executed the agreement through June 30, 2024 and a not-to-exceed amount of \$100,100; and 2) Approve, and authorize Interim County Administrative Officer to sign contract amendment with D&S Waste Removal Inc. for the period May 2022 through May 2025 and a not-to-exceed amount of \$100,100.

FISCAL IMPACT:

Increased spending of up to \$100,100 through June 30,2024, with the expectation of funding offset from the State of California of the same amount, in the County's Sustainable Recreation fund. The contract limit for this agreement is \$100,100 through June 2024. However, based on the chosen locations and estimated time frame with which dumpsters can reasonably be placed between now and June 2024, and in accordance with the Caltrans District Maintenance Agreement and the separate D&S Waste Removal, Inc. schedule of fees listed in Exhibit B of the enclosed agreement, the actual fiscal impact is expected to be an approximate increase of \$48,104.

CONTACT NAME: Marcella Rose

PHONE/EMAIL: 760-616-4953 / mrose@mono.ca.gov

SEND COPIES TO:

Marcella Rose, Paul Roten

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
CalTrans Clean CA District Maintenance Agreement
Original D&S Waste Inc. Contract for trash removal services
Proposed amendment to D&S Contract

History

Time	Who	Approval
6/8/2023 4:39 PM	County Counsel	Yes
6/6/2023 10:07 AM	Finance	Yes
6/8/2023 4:41 PM	County Administrative Office	Yes



MONO COUNTY

DEPARTMENT OF PUBLIC WORKS

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

Date: 26 May 2023

To: Honorable Chair and Members of the Board of Supervisors

From: Marcella Rose, Sustainable Recreation Coordinator

Re: Changes to the CalTrans Clean CA District Maintenance Agreement

Recommended Action

Authorize the Mono County Public Works Director (in consultation with County Counsel) to execute a professional services agreement with CalTrans District 9 of Bishop, CA to fund placement of dumpsters throughout Mono County in support of local dispersed camping management.

Authorize the Mono County Administrative Officer (in consultation with County Counsel) to execute an amendment to the existing professional services agreement with D&S Waste Removal, Inc. of Yerington, NV to update the fee schedule and contractor signatory portion of the contract.

Fiscal Impact:

An increase of up to \$100,100 through June 30, 2024. The contract limit for this agreement is \$100,100 through June 2024. However, based on the chosen locations and estimated time frame with which dumpsters can reasonably be placed between now and June 2024, and in accordance with the CalTrans District Maintenance Agreement and the separate D&S Waste Removal, Inc. schedule of fees listed in Exhibit B of the enclosed agreement, the actual fiscal impact is expected to be an approximate increase of \$48,104.

Discussion:

In July 2022, the Sustainable Recreation Coordinator presented the Board with a funding opportunity from CalTrans Clean CA Funds that would place porto-potties and dumpsters at 17 locations throughout the County (*see minute order within CalTrans DMA*). At that time, the Sustainable Recreation Coordinator vacated their position and the agreement was left un-signed and stagnant for a few months. When the new Sustainable Recreation Coordinator started and resumed with signing the CalTrans DMA, CalTrans stated that the agreement would need to be changed significantly before signature. After initial review by County Counsel, CalTrans' legal team decided that porto-potties were no longer appropriate and allowed within this agreement, and that the existing chosen locations for the dumpster placement needed further review for safety. The Sustainable Recreation Coordinator has been working with the Director of Public Works and CalTrans Clean CA team to salvage as much of the original agreement as possible, the result of which is presented to the Board for approval. The agreement has changed significantly – there are no longer porto-potties included in the agreement and instead of 17 dumpster locations, it had to be narrowed down to eight locations with two dumpsters at each location.

Supplemental to the changes required within the CalTrans DMA, CalTrans required that we update our contract with D&S Waste Removal, Inc. as it applies to this project. When contacting D&S Waste Removal Inc., it was stated that their rates have increased, thus necessitating a contract amendment. Also presented for Board consideration is the amendment to the D&S Waste Removal, Inc. contract that includes an updated schedule of fees, as well as an updated contractor signatory.

The CalTrans District Maintenance Agreement and an amendment agreement with D&S Waste Removal, Inc. is enclosed for Board consideration. Please contact me at (760) 616-4953 or mrose@mono.ca.gov if you have any questions regarding this item.

Respectfully submitted,

A handwritten signature in black ink that reads "Marcella Rose" followed by a stylized flourish.

Marcella Rose
Director of Public Works

**CLEAN CALIFORNIA MAINTENANCE AGREEMENT
WITH THE COUNTY OF MONO**

This CLEAN CALIFORNIA MAINTENANCE AGREEMENT (“AGREEMENT”) is made by and between the State of California, acting by and through the Department of Transportation (“STATE”), and the County of MONO (“LOCAL AGENCY”); each may be referred to individually as a “PARTY” and jointly as “PARTIES”.

RECITALS

1. This AGREEMENT will identify the specific maintenance functions STATE requests LOCAL AGENCY to perform in the STATE right of way, including highway and freeway areas situated within LOCAL AGENCY’S jurisdictional limits as authorized in Streets and Highways Code Section 130.
2. Pursuant to the “Clean California Beautification Program of 2021,” the PARTIES desire to identify specific mission-critical maintenance services LOCAL AGENCY will perform on and around STATE right of way situated within LOCAL AGENCY’S jurisdictional limits.

OPERATIVE PROVISIONS

1. **Maintenance Services.** To the extent that staffing, resources and LOCAL AGENCY priorities allow, LOCAL AGENCY shall install, or provide for the installation of, dumpsters, which will have the effect of reducing the disposal of litter, debris, and waste at the State Route(s) (SR), post miles (PM) and approximate mile lengths (STATE Right of Way) set forth in Exhibit A. LOCAL AGENCY shall service, or provide for the servicing of, the dumpsters which LOCAL AGENCY furnishes under this AGREEMENT as set forth below (“maintenance services”).
2. **Maintenance Standards.** LOCAL AGENCY shall perform all maintenance services in compliance with the provisions of Streets and Highways Code Section 27, and in accordance with California and federal laws and regulations and STATE policies, procedures and specifications in effect and as amended, and applicable municipal ordinances.
3. **Prior Maintenance Agreements.** The PARTIES agree that this AGREEMENT does not supersede the PARTIES’ existing Delegated Maintenance Agreement or other maintenance agreements, if any.
4. **Maintenance Areas.** LOCAL AGENCY shall only perform maintenance services in the STATE Right of Way locations described in Exhibit A and listed in Exhibit B.
5. **Amendment to Agreement.** Changes to LOCAL AGENCY’S maintenance services covered in this AGREEMENT may be made by each PARTY executing amended Exhibits A and B and/or executing additional pages to Exhibits A and B that shall be attached to this AGREEMENT and will supersede the original Exhibits A and B. Otherwise, this AGREEMENT may only be amended by a written agreement executed by both PARTIES. STATE’S District Maintenance Agreement Coordinator (DMAC) must obtain prior written

approval of any amendments from the District 9 Deputy Director of Maintenance before such amendments may become effective and enforceable under this AGREEMENT.

6. Party Representatives and Notices.

LOCAL AGENCY's Project Manager is: Marcella Rose, or as otherwise designated in writing by LOCAL AGENCY

STATE's DMAC (or other title) is: Terry Erlwein

All notices, document submittals and invoices required under this AGREEMENT shall be deemed to have been fully given when made in writing and received by the PARTIES at their respective addresses as follows:

LOCAL AGENCY

Attn: Name of Project Manager: Marcella Rose, or as otherwise designated in writing by LOCAL AGENCY

Address: Post Office Box 457

City, Zip: Bridgeport, CA 93517

STATE

Attn: Name of DMAC (or other title): Terry Erlwein

Address: 500 South Main Street

City, Zip: Bishop, CA 93514

7. Excluded Maintenance Activities.

7.1 Unsheltered Encampment Relocation. Unless deemed necessary by the Mono County Sheriff for law enforcement/public safety reasons and carried out by the Sheriff's department, LOCAL AGENCY shall not engage in any activities to relocate any persons experiencing homelessness who are situated within STATE Right of Way. LOCAL AGENCY shall comply with the processes and procedures set forth in STATE's "Interim Guidance on Encampments, Prioritizing and Addressing Encampments on Caltrans-owned Property," dated July 2021, and as may be amended during the term of this AGREEMENT (Interim Guidance).

7.2 Abandoned Encampments. If LOCAL AGENCY encounters abandoned homeless encampments at or within STATE Right of Way, LOCAL AGENCY shall comply with the processes and procedures set forth in STATE's Interim Guidance, including but not limited to coordination with STATE and the local California Highway Patrol. This section shall not apply to law enforcement/public safety activities carried out by the Mono County Sheriff.

7.3 Hazardous Material Clean up. LOCAL AGENCY shall not engage in any hazardous material clean-up activities. If LOCAL AGENCY encounters any hazardous materials, including but not limited to bloodborne pathogens, biological waste, feces, syringes, needles, sharp objects or unknown substances during maintenance services performed

under this AGREEMENT, LOCAL AGENCY shall immediately contact STATE's District Hazardous Material Manager for appropriate action.

- 7.4 **Weed Abatement.** LOCAL AGENCY shall not perform any weed abatement, remove overgrown brush, trees, grass and limbs or conduct any spraying, grading, mowing or discing for any maintenance services within STATE Right of Way.
8. **Maintenance Service Schedule.** LOCAL AGENCY shall provide STATE's District 9 Area Maintenance Superintendent, Clint Weier at least twenty-four (24) hour prior telephone or email notice before performing any maintenance services under this AGREEMENT. His/her email and phone number are: 760-937-3261, clint.weier@dot.ca.gov. LOCAL AGENCY shall provide the DMAC identified in this AGREEMENT with a dumpster servicing schedule. Maintenance services shall be performed between the hours of 6:00 am and 6:00 pm and may be performed on weekends and holidays if necessary. LOCAL AGENCY must request through the DMAC (or other title) a prior written approval from STATE's District Maintenance Supervisor to perform any maintenance services before 6:00 am or after 6:00 pm.
9. **Authorized Reimbursement.** The functions and levels of maintenance services delegated to LOCAL AGENCY in the attached Exhibits A and B and amounts appropriated to STATE pursuant to the Clean California Beautification Program of 2021 have been considered in setting authorized total dollar amounts. LOCAL AGENCY may perform additional work if desired, but STATE will not reimburse LOCAL AGENCY for any work in excess of the authorized dollar limits established herein.
10. **Cost Reimbursement.** STATE shall reimburse LOCAL AGENCY for LOCAL AGENCY's actual and necessary costs incurred to perform the maintenance services under this AGREEMENT; provided, however, that STATE's reimbursement shall not exceed the maximum authorized expenditures listed in Exhibit B.
- 11.1 **Amendment to Approved Expenditures.** Upon LOCAL AGENCY's written request, the expenditures per route for maintenance services set forth in Exhibits A and B may be increased, decreased, or redistributed between routes pursuant to the PARTIES executing an appropriate amendment in accordance with section 5 above. All such adjustments must be authorized in writing by the District Director or his/her authorized representative.
- 11.2 **Term of Expenditures.** Additional expenditures or an adjustment of expenditures once authorized shall apply only for the term of this AGREEMENT and shall not be deemed to permanently modify or change the basic maximum expenditures per route as specified in Exhibits A and B. Any expenditure adjustments shall not affect or alter any other terms of this AGREEMENT.
11. **Billing, Payment and Reporting.**
- 12.1 **Billing Date.** LOCAL AGENCY shall submit billing invoices to STATE's DMAC (or other title) each (month/quarter) beginning after the first (month/quarter) LOCAL AGENCY has performed maintenance services under this AGREEMENT. LOCAL AGENCY shall not submit billing invoices for reimbursement of costs less than \$500

more than once each quarter. LOCAL AGENCY shall also submit billing invoices promptly following the close of STATE's fiscal year on each June 30th.

12.2 **Billing Submission Format.** Each billing invoice shall include all of the following:

- (a) STATE's Clean California Program Code: CLEANCADMA;
- (b) AGREEMENT number; 09-22-101
- (c) Date(s) of services;
- (d) Location of services;
- (e) Number of hours and hourly rates;
- (f) Receipts for trash disposal;
- (g) Receipts for equipment, materials and supplies; and
- (h) LOCAL AGENCY's Performance Report that includes the information required under section 15 of this AGREEMENT.

STATE shall pay LOCAL AGENCY for the maintenance services satisfactorily performed in accordance with the rates and schedules in Exhibits A and B.

12. **Successors.** This AGREEMENT shall be binding upon and inure to the benefit of each of the PARTIES' successors-in-interest, including, but not limited to any public entity to whom any part of the STATE Right of Way covered under this AGREEMENT may be relinquished and any subsequently incorporated city or other municipality established within the LOCAL AGENCY's jurisdictional limits.

13. **Encroachment Permits.** Before LOCAL AGENCY may enter STATE Right of Way to perform any maintenance services in the areas covered by this AGREEMENT, STATE's District 9 Encroachment Permit Office must issue an initial encroachment permit at no cost to LOCAL AGENCY. LOCAL AGENCY must obtain additional encroachment permits, if necessary, to enter or perform any work within STATE right of way not covered by this AGREEMENT. STATE will issue these additional encroachment permits at no cost to LOCAL AGENCY. LOCAL AGENCY's contractors and sub-contractors must apply for and be issued separate encroachment permits before they may enter STATE Right of Way to perform any maintenance or work under this AGREEMENT.

14. **Performance Monitoring.** LOCAL AGENCY shall prepare a Performance Report to record and report the maintenance services performed at each site and location set forth in Exhibits A and B. This Performance Report shall include dumpster quantities and servicing schedule. The DMAC (or other title i.e; RESOURCE MANAGER) may also request that LOCAL AGENCY provide photographs of the sites taken before and after LOCAL AGENCY's maintenance services are performed.

17. **Safety and Worker Compliance.** LOCAL AGENCY shall be solely responsible for crew pay, workers compensation and any other benefits required by state and federal law. Subcontractors and crew members are not considered STATE's employees at any time. LOCAL AGENCY shall comply with all applicable State and Federal statutes and regulations

governing worker and public safety, including but not limited to compliance with CAL-OSHA regulations and guidelines. LOCAL AGENCY shall make arrangements through the DMAC if traffic controls, flags, signs, or lane closures are necessary to safely perform any maintenance services.

18. **Equipment and Supplies.** LOCAL AGENCY shall provide the necessary equipment, tools, personal protective equipment, materials, supplies and products necessary to perform the maintenance services under this AGREEMENT. STATE shall reimburse LOCAL AGENCY for the reasonable costs of such equipment and supplies not to exceed the authorized expenditures set forth in Exhibit B.

19. **Legal Relations and Responsibilities.**

- 19.1 **No Third-party Beneficiaries.** This AGREEMENT is not intended to create duties, obligations, or rights of third parties beyond the PARTIES to this AGREEMENT, nor does this AGREEMENT affect a PARTY's legal liability by imposing any standard of care for the maintenance of STATE highways different from the standard of care imposed by law.

- 19.2 **Indemnification.** Neither STATE nor any of its officers or employees is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by LOCAL AGENCY in connection with any work, authority or jurisdiction conferred upon LOCAL AGENCY under this AGREEMENT. LOCAL AGENCY shall fully defend, indemnify, and save harmless STATE and its officers and employees from all claims, suits, or actions of every kind occurring by reason of anything done or omitted to be done by LOCAL AGENCY, its contractors, sub-contractors and/or its agents pursuant to this AGREEMENT.

Neither LOCAL AGENCY nor any of its officers or employees is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, in connection with any work, authority or jurisdiction conferred upon STATE under this Agreement. STATE shall fully defend, indemnify, and save harmless LOCAL AGENCY and its officers and employees from all claims, suits, or actions of every kind occurring by reason of anything done or omitted to be done by STATE under this Agreement.

- 19.3 **Work-related Injuries.** If a LOCAL AGENCY-assigned crew member is injured while performing maintenance services under this AGREEMENT, LOCAL AGENCY or its designated subcontractor shall be responsible for ensuring the crew member is given prompt medical care and treatment and, if necessary, transportation to a medical facility. LOCAL AGENCY or its designated subcontractor shall administer any injury and workers compensation claims. LOCAL AGENCY shall notify the DMAC (or other title) within twenty-four (24) hours when any such incident has occurred.

20. **Prevailing Wages and Labor Compliance.** LOCAL AGENCY shall comply with any and all applicable labor and prevailing wage requirements in Labor Code Sections 1720 through 1815 and implementing regulations for public works or maintenance contracts and

subcontracts executed for the LOCAL AGENCY's maintenance services under this AGREEMENT.

21. **Self-Insured.** LOCAL AGENCY is self-insured. LOCAL AGENCY shall deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury and property damage liability, in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess by delivering a Letter Certifying Self-Insurance. The Letter of Self-Insurance must be substantially in the form of Exhibit C and identify the AGREEMENT number, and location as depicted in Exhibits A and B. LOCAL AGENCY shall provide the original Letter Certifying Self-Insurance as a condition to STATE's execution of this AGREEMENT. A copy of the original letter shall be attached to this AGREEMENT as Exhibit C.

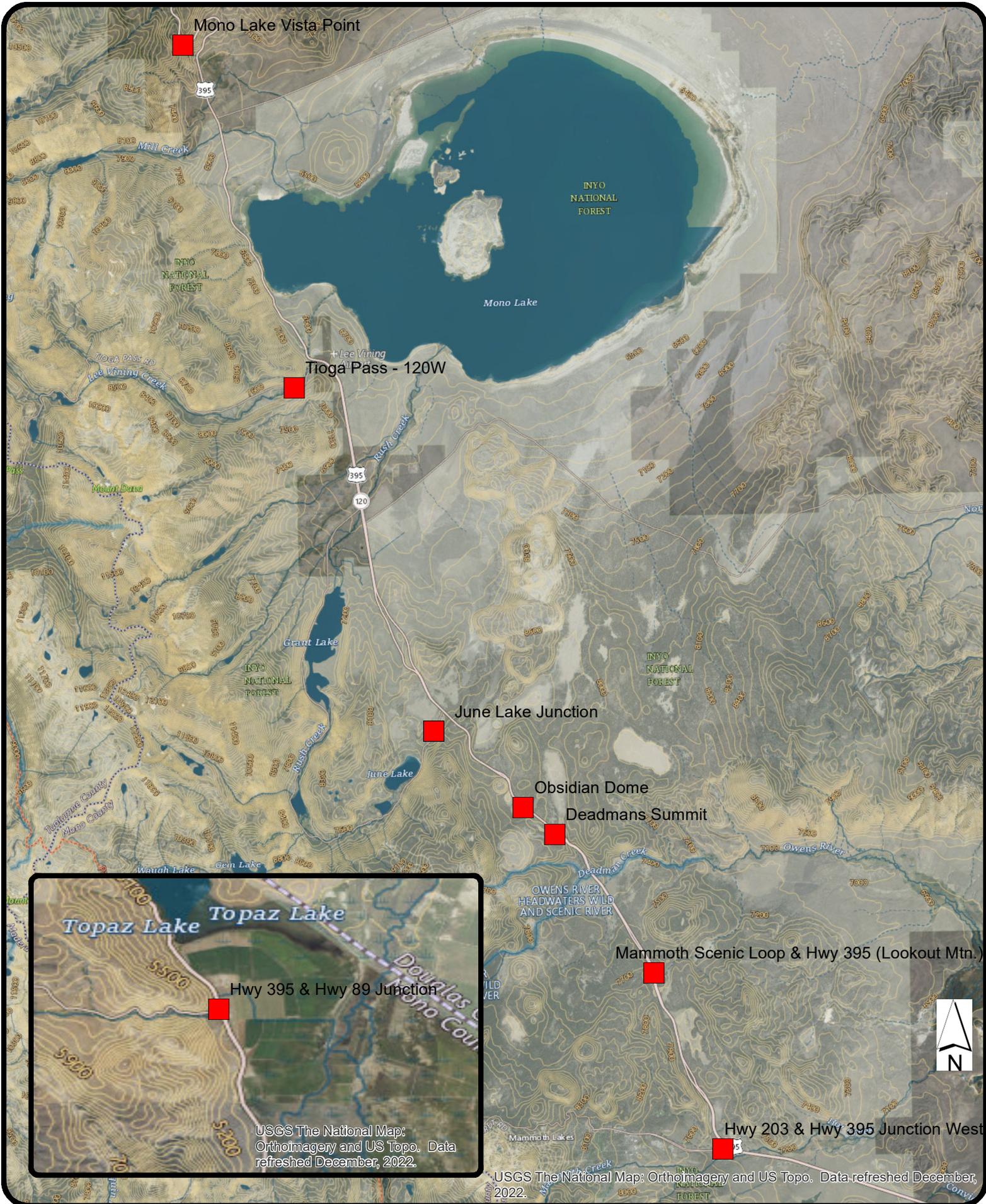
Self-Insured using Contractor. If the work performed under this AGREEMENT is done by LOCAL AGENCY's contractor(s), LOCAL AGENCY shall require its contractor(s) to maintain in force, during the term of this AGREEMENT, a policy of general liability insurance, including coverage of bodily injury and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. LOCAL AGENCY shall provide a certificate of insurance evidencing this insurance in a form satisfactory to STATE.

22. **Budget Contingency.** STATE's payments to LOCAL AGENCY are contingent upon the Legislature appropriating sufficient funds under the Budget Act, the allocation of funding by the Clean California State Beautification Program of 2021 as appropriate, and the encumbrance of funding to STATE's District Office.
23. **Termination.** This AGREEMENT may be terminated by the mutual written consent of each PARTY. STATE may terminate this AGREEMENT for convenience or for cause upon thirty (30) day prior written notice to LOCAL AGENCY. LOCAL AGENCY may terminate this AGREEMENT for convenience upon thirty (30) day prior written notice to STATE.
24. **Term of Agreement.** This AGREEMENT shall become effective on the last of the dates each PARTY's authorized representative has executed this AGREEMENT and shall expire on June 30, 2024, unless terminated or amended.
25. **Authority.** Each individual executing this AGREEMENT on behalf of each PARTY represents and warrants that he/she is duly authorized to execute this AGREEMENT as authorized under Streets and Highways Code Sections 114 and 130. LOCAL AGENCY represents and certifies that it has, through its regular political process, authorized the execution of this AGREEMENT by appropriate resolution, delegation, or plenary authority as required.
26. **Counterparts.** This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
27. **Electronic Signatures.** Electronic signatures of the PARTIES, whether digital or encrypted, are intended to authenticate this written AGREEMENT, and shall have the same force and effect as manual signatures for this AGREEMENT.

EXHIBIT A

Route No.	Length Miles	Description of Routing	Program Code
203W (EB)	Point Location	Place two 3yd dumpsters at PM 8.37, State Route 203/395 Junction West	CLEANCADMA
395 (NB)	Point Location	Place two 3yd dumpsters at PM 30.68, Mammoth Scenic Loop/395 Junction	CLEANCADMA
395 (SB)	Point Location	Place two 3yd dumpsters at PM 35.3, Deadman Summit	CLEANCADMA
395 (SB)	Point Location	Place two 3yd dumpsters at PM 36.5, Obsidian Dome Rd (Bald Mtn Rd)	CLEANCADMA
158 (NB)	Point Location	Place two 3yd dumpsters at PM 0.12, S June Lake Jct.	CLEANCADMA
120W (EB)	Point Location	Place two 3yd dumpsters at PM R10.92, Tioga Pass Pull Out	CLEANCADMA
395 (SB)	Point Location	Place two 3yd dumpsters at PM 62.5, Mono Lake Vista Point	CLEANCADMA
89 (WB)	Point Location	Place two 3yd dumpsters at PM 116.16, State Route 89/395 Junction	CLEANCADMA

DUMPSTER LOCATIONS



USGS The National Map:
Orthoimagery and US Topo. Data
refreshed December, 2022.

USGS The National Map: Orthoimagery and US Topo. Data refreshed December,
2022.

EXHIBIT B
BREAKDOWN & LISTING OF MAINTENANCE TASKS

Rte No.	Post Miles	Litter per Bag (EA)	Large Items Dumpsters	Graffiti Sq. Ft.	Traffic Control	Other (EA)	Maximum Authorized Expenditures
395, 89, 120, 158, 203	8 Point Locations	X	\$ 100,100.00	X	X	X	\$ 100,100.00

TOTAL MAXIMUM AUTHORIZED EXPENDITURES: \$100,100.00

EXHIBIT C

LETTER CERTIFYING COUNTY'S SELF-INSURED STATUS

May 3, 2022
Caltrans District 9
500 South Main Street
Bishop, CA 93514

ATTN: Terry Erlwein

Re: Statement of Self-Insurance for COUNTY of Mono for Clean California Maintenance Agreement No 09-22-101 with California Department of Transportation for the placement of temporary restrooms and dumpsters along SR 395, 203, 158, 120, 108, and 182 at the point location and post miles identified in Appendix A.

Dear Caltrans:

This letter certifies that the COUNTY of Mono is self-insured and self-funded covering third-party claims arising out of its general operations (i.e.; commercial general liability and automobile liability insurance). Further, the COUNTY is self-insured covering workers' compensation claims and has received the consent of the State Department of Industrial Relations to do so.

Each fiscal year, as a part of its budgetary process, the COUNTY appropriates funds specifically to satisfy valid third-party claims and workers' compensation claims, which may be brought against the COUNTY.

The COUNTY certifies its self-insured, general liability coverage for bodily injury and property damage liability, and meets the required coverage amounts in section 21 (Insurance) of the Clean California Maintenance Agreement, specifically general liability insurance, coverage of bodily injury and property damage liability in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess.

If you need any additional information regarding this letter, please direct those inquiries through my office.

Sincerely,

A handwritten signature in black ink, appearing to read "Jay Sloane". The signature is fluid and cursive, with a long horizontal stroke extending to the left.

Jay Sloane

Mono County Risk Manager

**BOARD OF SUPERVISORS
COUNTY OF MONO
P.O. BOX 715, BRIDGEPORT, CA 93517**

*Scheereen Dedman
760-932-5538
sdedman@mono.ca.gov
Clerk of the Board*

**REGULAR MEETING of
July 5, 2022**

*Queenie Barnard
760-932-5534
qbarnard@mono.ca.gov
Assistant Clerk of the Board*

**MINUTE ORDER
M22-141
Agenda Item 7D.**

TO: Community Development

SUBJECT: Cal Trans - District Maintenance Agreement

ACTION: Approved and authorized the Public Works Director to sign proposed contract. Authorized the Public Works Director, in consultation with County Counsel, to administer contract. This authorization shall include making minor adjustments to said contract from time to time as the Public Works Director may deem necessary, provided such amendments do not alter the amount not to exceed and do not substantially alter the scope of work or budget and are approved as to form by County Counsel.

Peters motion. Corless seconded.

Vote: 5 yes, 0 no

M22-141

**AGREEMENT BETWEEN COUNTY OF MONO
AND D&S WASTE REMOVAL, INC.
FOR THE PROVISION OF TRASH REMOVAL SERVICES**

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as "County") may have the need for the TRASH REMOVAL services of D&S WASTE REMOVAL, INC. of Yerington, NV (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 MAY 17, 2022, to MAY 17, 2025, 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 \$180,000 not to exceed \$60,000 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. 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. WORKERS' COMPENSATION

- Contractor shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than \$1 million (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors.
- 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.

9. INSURANCE

A. Contractor shall procure and maintain, during the entire term of this Agreement or, if work or services do not begin as of the effective date of this Agreement, commencing at such other time as may be authorized in writing by County's Risk Manager, the following insurance (as noted) against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and/or services hereunder and the results of that work and/or services by Contractor, its agents, representatives, employees, or subcontractors:

- General Liability. A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Contractor under this Agreement, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than \$1,000,000.00 per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- Automobile/Aircraft/Watercraft Liability Insurance. A policy of Comprehensive Automobile/Aircraft/Watercraft Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than \$1,000,000.00 per claim or occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. If the services provided under this Agreement include the transportation of hazardous materials/wastes, then the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials/wastes to be transported by Contractor pursuant to this Agreement. Alternatively, such coverage may be provided in Contractor's Pollution Liability policy.

- Professional Errors and Omissions Liability Insurance. A policy of Professional Errors and Omissions Liability Insurance appropriate to Contractor's profession in an amount of not less than \$1,000,000.00 per claim or occurrence or \$2,000,000.00 general aggregate. If coverage is written on a claims-made form then: (1) the "retro date" must be shown, and must be before the beginning of contract work; (2) insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract work; and (3) if coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "retro date" prior to the contract effective date, then Contractor must purchase "extended reporting" coverage for a minimum of five years after completion of contract work.

- Pollution Liability Insurance. A policy of Comprehensive Contractors Pollution Liability coverage applicable to the work being performed and covering Contractor's liability for bodily injury (including death), property damage, and environmental damage resulting from "sudden accidental" or "gradual" pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall provide a limit no less than \$1,000,000.00 per claim or occurrence or \$2,000,000.00 general aggregate. If the services provided involve lead-based paint or asbestos identification/remediation, the Pollution Liability policy shall not contain lead-based paint or asbestos exclusions.

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

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

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

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

10. STATUS OF CONTRACTOR

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as an independent contractor, and not as an agent, officer, or employee of County.

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

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers and employees are, and at all times during the term of this Agreement shall represent and conduct themselves as, independent contractors, and not employees of County.

11. DEFENSE AND INDEMNIFICATION

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

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

12. RECORDS AND AUDIT

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

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

13. NONDISCRIMINATION

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

14. TERMINATION

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

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

15. ASSIGNMENT

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

16. DEFAULT

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

17. WAIVER OF DEFAULT

Waiver of any default by either party 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.

18. CONFIDENTIALITY

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

19. CONFLICTS

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

20. POST-AGREEMENT COVENANT

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

21. SEVERABILITY

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

22. FUNDING LIMITATION

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

23. AMENDMENT

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties 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.

24. NOTICE

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

County of Mono:
Director of Public Works

Matthew Paruolo; Sustainable Recreation Coordinator; mparuolo@mono.ca.gov
PO Box 457
74 N. School Street
Bridgeport, CA 93517

Contractor:

Melissa Spangle, Owner/Manager; info@dswaste.com
D&S Waste Removal, Inc.
PO Box 834
Yerington, NV. 89447

25. 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.

26. ENTIRE AGREEMENT

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

By: Melissa Spangle

Title: County Administrative Officer

Title: Owner – D&S Waste Removal, Inc.

Dated: _____

Dated: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF MONO
AND D&S WASTE REMOVAL, INC.
FOR THE PROVISION OF TEMPORARY DUMPSTER SERVICES**

TERM:

FROM: MAY 17, 2022 TO: MAY 17, 2025

SCOPE OF WORK:

Contractor shall provide all labor, equipment, materials, supplies, transportation, taxes, and cover all other costs required to perform “temporary dumpster services” for the County. In general, project work shall consist of placing, dumping, and maintaining (servicing) temporary dumpsters at the locations identified and agreed upon by Mono County described in Appendix B – Schedule of Fees. Dumpsters are required to include latching/locking mechanisms which properly secure the unit from wildlife including resident black bear populations.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF MONO
AND SIERRA SEPTIC, LLC
FOR THE PROVISION OF TEMPORARY RESTROOM SERVICES**

TERM:

FROM: MAY 17, 2022 TO: MAY 17, 2025

SCHEDULE OF FEES:

Location:	Post Mile	Statewide Odometer	Qty.	Bin Size	Cost/Unit	Service Frequency (weekly)	Cost/unit (weekly)	Cost/unit (monthly)	# of months	Annual Service Cost:
1. Hwy 395 (NB)	MNO 30.68	264.651	1	3 Yd	\$49.19	2	\$98.38	\$393.52	7	\$2,754.64
<i>Description:</i>	<i>Mammoth Scenic Loop & Hwy 395 (Lookout Mtn.) 37.709503, -118.952227</i>									
2. Hwy 395 (SB)	MNO 62.505	296.112	1	6 Yd	\$74.38	2	\$148.76	\$595.04	7	\$4,165.28
<i>Description:</i>	<i>Mono Lake Vista Point 38.074103, -119.176841</i>									
3. Hwy 203 (EB)	MNO 0.121	0.121	1	3Yd	\$49.19	2	\$98.38	\$393.52	7	\$2,754.64
<i>Description:</i>	<i>Hwy 203 & Hwy 395 Junction West 37.640364, -118.919810</i>									
4. Hwy 395 (NB)	MNO 8.67	9.351	1	3Yd	\$49.19	2	\$98.38	\$393.52	7	\$2,754.64
<i>Description:</i>	<i>Hwy 203 & Hwy 395 Junction East 37.641349, -118.914665</i>									
5. Hwy 158 (SB)	MNO 5.205	5.197	1	2 Yd	\$38.33	2	\$76.66	\$306.64	7	\$2,146.48
<i>Description:</i>	<i>June Lake - Fern Crk TH 37.762275, -119.113595</i>									
6. Hwy 395 (SB)	MNO 36.491	270.462	1	3 Yd	\$49.19	2	\$98.38	\$393.52	7	\$2,754.64
<i>Description:</i>	<i>Deadmans Summit 37.764022, -118.999728</i>									
7. Hwy 395 (NB)	MNO 36.456	270.427	1	3 Yd	\$49.19	2	\$98.38	\$393.52	7	\$2,754.64
<i>Description:</i>	<i>Deadmans Summit 37.774859, -119.013651</i>									
8. Hwy 395 (SB)	MNO 35.324	269.295	1	4 Yd	\$57.31	2	\$114.62	\$458.48	7	\$3,209.36
<i>Description:</i>	<i>Obsidian Dome 37.774842, -119.015062</i>									

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

**AGREEMENT AND FIRST AMENDMENT TO
AGREEMENT BETWEEN THE COUNTY OF MONO AND
D&S WASTE REMOVAL, INC. FOR THE PROVISION OF
TRASH REMOVAL SERVICES**

This Agreement and First Amendment is entered into effective June 13, 2023, by and between the County of Mono (hereinafter, "County"), a political subdivision of the State of California, and D&S WASTE REMOVAL, INC. of Yerington, NV (hereinafter, "Contractor"), for the purposes of amending that certain Agreement between the County and Contractor entered into on or about June 2, 2022, and pertaining to Contractor's provision of TRASH REMOVAL services to the County (the "Contract"). The County and Contractor are sometimes referred to herein collectively as "the parties."

WHEREAS, the parties entered into the Contract for the purpose of Contractor providing TRASH REMOVAL services; and

WHEREAS, subsequently, Contractor and County determined that it would be beneficial to both parties to modify the Contract to adjust the fee schedule and signatory designated by the contractor; and

WHEREAS, accordingly, there is a need to amend the scope of work, contract limit, and term of the Contract to provide for such additional services;

NOW, THEREFORE, the parties agree as follows:

1. Paragraph 3.D. of the Contract ("Limit Upon Amount Payable") is hereby amended to decrease the contract limit from \$180,000 to \$100,100.
2. The Party information in Paragraph 24 is hereby amended to read as follows:

County:

Marcella Rose; Sustainable Recreation Coordinator; mrose@mono.ca.gov
PO Box 457
74 N. School Street
Bridgeport, CA 93517

Contractor:

Darrol Brown, Owner/Manager, office@dswaste.com
D&S Waste Removal, Inc.
PO BOX 834
Yerington, NV. 89447

3. The Fee Schedule (Exhibit B) is hereby amended to read as set forth in the attached Fee Schedule (Exhibit B22) which shall supersede and replace, in its entirety, Exhibit B.
4. All other provisions of the Contract not modified herein shall remain in full force and effect.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS AS SET FORTH BELOW.

COUNTY OF MONO:

CONTRACTOR:

Mary Booher, Interim County
Administrative Officer

Darrol Brown, Owner D&S Waste Removal, Inc.

Date

Date

Approved as to Form:

County Counsel

Exhibit B-2

ATTACHMENT B											
AGREEMENT BETWEEN COUNTY OF MONO AND SIERRA SEPTIC, LLC FOR THE PROVISION OF TEMPORARY RESTROOM SERVICES											
TERM:											
FROM: MAY 17, 2022 TO: MAY 17, 2025											
SCHEDULE OF FEES:											
Location:	Post Mile	Statewide Odometer	Type of Infrastructure:	Number of Units*:	Bin Size*:	Service Cost/ Unit	Service Frequency (weekly):	Weekly Service Cost:	Monthly Service Cost:	# of weeks served**	Annual Service Cost:
										<i>Estimated</i>	
Hwy 203 (EB) <i>Hwy 203 & Hwy 395 Junction West</i>	MNO 8.378 37.640364, -118.919810	9.052	Dumpsters	2	3 Yd	\$85.90	2	\$171.80	\$687.20	35	\$6,013.00
Hwy 395 (NB) <i>Mammoth Scenic Loop & Hwy 395 (Lookout Mtn.)</i>	MNO 30.68 37.709503, -118.952227	264.651	Dumpsters	2	3 Yd	\$85.90	2	\$171.80	\$687.20	35	\$6,013.00
Hwy 395 (SB) <i>Deadmans Summit</i>	MNO 35.324 37.764022, -118.999728	269.295	Dumpsters	2	3 Yd	\$85.90	2	\$171.80	\$687.20	35	\$6,013.00
Hwy 158 (NB) <i>June Lake Junction (South)</i>	MNO 0.033 37.812354, -119.053908	0.033	Dumpsters	2	3 Yd	\$85.90	2	\$171.80	\$687.20	35	\$6,013.00
Hwy 395 (SB) <i>Obsidian Dome</i>	MNO 36.5 37.774842, -119.015062	270.442	Dumpsters	2	3 Yd	\$85.90	2	\$171.80	\$687.20	35	\$6,013.00
Hwy 120 (EB) <i>Tioga Pass - 120W</i>	MNO R10.982 37.939778, -119.124402	105.878	Dumpsters	2	3 Yd	\$85.90	2	\$171.80	\$687.20	35	\$6,013.00
Hwy 395 (SB) <i>Mono Lake Vista Point</i>	MNO 62.505 38.074103, -119.176841	296.112	Dumpsters	2	3 Yd	\$85.90	2	\$171.80	\$687.20	35	\$6,013.00
Hwy 89 (WB) <i>Hwy 395 & Hwy 89 Junction</i>	MNO 116.16 38.642825, -119.528108	0.016	Dumpsters	2	3 Yd	\$85.90	2	\$171.80	\$687.20	35	\$6,013.00
Sub-total:								\$1,374.40	\$5,497.60		\$48,104.00
*Per correspondence with D&S Waste, there is insufficient 6-Yd dumpster inventory to supply all requested locations. Per correspondence, D&S will provide two- 3Yd dumpsters at each location instead of 6Yd dumpsters, and will service said set of two-3yd dumpsters at each location at the price of a single 6-yd dumpster. Locations will be monitored by D&S waste to determine if dumpster size and quantity is sufficient.											
**Service duration for 2023 is estimated June through October, but will be dictated by weather. As soon as snow falls such that the dumpster would interfere with State plowing operations, dumpsters shall be removed immediately. Service duration for 2024 is estimated April through June, but will be dictated by weather. As soon as snow melts in any of the above locations such that the dumpster would NOT interfere with State plowing operations, dumpsters shall be replaced at each location immediately. ALL dumpsters MUST be removed NO LATER THAN June 30, 2024.											
<i>Schedule of fees modified May 11, 2023</i>											



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 13, 2023

Departments: Public Works - Recreation

TIME REQUIRED 15 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Marcella Rose, Sustainable
Recreation Coordinator; Paul Roten,
Director of Public Works

SUBJECT California State Parks - Off Highway
Vehicle Restoration Grant

AGENDA DESCRIPTION:

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

Proposed contract with State of California pertaining to issuance of grant funds for Illegal Off Highway Vehicle route restoration.

RECOMMENDED ACTION:

Approve, and authorize department head to sign, contract with the State of California for issuance of grant funds for Illegal Off Highway Vehicle route restoration for the period January 1, 2023 through December 31, 2025 and a not-to-exceed amount of \$322,157.

FISCAL IMPACT:

This project increases spending in the sustainable recreation fund by \$322,157, paid for with the Off-Highway grant, The local match requirement of \$44,117 will be met with in-kind salaries, benefits, and other expenditures.

CONTACT NAME: Marcella Rose

PHONE/EMAIL: 760-616-4953 / mrose@mono.ca.gov

SEND COPIES TO:

Marcella Rose, Paul Roten

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Project Agreement - CA State Parks Off Highway Vehicle Restoration grant
<input type="checkbox"/> R22-039

History

Time	Who	Approval
6/7/2023 11:23 AM	County Counsel	Yes
6/6/2023 2:45 PM	Finance	Yes
6/8/2023 3:15 PM	County Administrative Office	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

Date: 26 May 2023

To: Honorable Chair and Members of the Board of Supervisors

From: Marcella Rose, Sustainable Recreation Coordinator

Re: CA State Parks Off Highway Vehicle Restoration Grant – Approval for Signature

Recommended Action

Authorize the Mono County Public Works Director (in consultation with County Counsel) to sign a grant agreement with CA State Parks of Sacramento, CA to fund OHV restoration work within Mono County.

Fiscal Impact:

An increase of up to \$322,157 through December 31, 2025.

Discussion:

In May 2022, the Sustainable Recreation Coordinator presented before the Board a funding opportunity and approval to submit an application for a California State Parks Off Highway Motor Vehicle Recreation Grant, for which funds would be used for restoration of illegal OHV routes within Mono County. The Board approved applying for this opportunity, per Resolution R22-039. Mono County was selected as an awarded recipient of \$322,157.00 in grant funding for illegal OHV restoration throughout Mono County. In January 2023, the agreement was erroneously signed; neither the Sustainable Recreation Coordinator nor the Public Works Director realized we needed further Board approval to actually sign the agreement. This Board item is to correct that oversight and request approval to sign the grant, either by allowing us to retain the signed January agreement, or, by approving us to re-sign the agreement. The agreement has been submitted to risk management and County Counsel for review.

If you have any questions about this item, please call me at (760)616-4953, or email me at mrose@mono.ca.gov. Thank you.

Respectfully submitted,

Marcella Rose
Sustainable Recreation Coordinator, Mono County

State of California - The Resources Agency
 DEPARTMENT OF PARKS AND RECREATION

OFF-HIGHWAY MOTOR VEHICLE RECREATION DIVISION
 GRANTS AND COOPERATIVE AGREEMENTS PROGRAM

PROJECT AGREEMENT

PROJECT AGREEMENT NUMBER: G22-03-43-R01 PROJECT TYPE: Restoration

GRANTEE: Mono County

PROJECT TITLE: Restoration

PROJECT PERFORMANCE PERIOD: FROM **01/01/2023** THROUGH **12/31/2025**

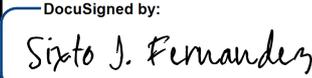
MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED **\$322,157.00** (Three Hundred Twenty Two Thousand One Hundred Fifty Seven and 00/100)

THIS PROJECT AGREEMENT is made and entered into, by and between the State of California, acting by and through the Department of Parks and Recreation, Off-Highway Motor Vehicle Recreation Division and Grantee.

The Grantee agrees to complete the project as described in the Project Description. The Grantee's Application, the Off-Highway Motor Vehicle Act of 2003 and the California Code of Regulations, Division 3, Chapter 15, Sections 4970-4970.26 are hereby incorporated into this agreement by reference.

The parties hereto agree to comply with the terms and conditions of the following attachments which by reference are made a part of the Project Agreement.

- ATTACHMENT 1 - PROJECT COST ESTIMATE
- ATTACHMENT 2 - GENERAL PROVISIONS

GRANTEE	STATE OF CALIFORNIA
AUTHORIZED SIGNATURE: <small>DocuSigned by:</small> 	AUTHORIZED SIGNATURE: <small>DocuSigned by:</small> 
<small>B1B00F4F4M7E100</small> AUTHORIZED NAME: Paul Roten	<small>C22BB4F16701407</small> AUTHORIZED NAME: Sixto J. Fernandez
TITLE: County Engineer	TITLE: Grants Manager
DATE: 1/13/2023	DATE: 1/13/2023

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

CONTRACT NUMBER: C32-34-057		SUPPLIER ID NUMBER: 0000004354		FUND DESCRIPTION: Off-Highway Vehicle Trust Fund	
REPORTING STRUCTURE: 37900550	ACCOUNT: 5432000	ACTIVITY: 62684	CHARGE AMOUNT: 322,157.00	PROGRAM: 2855	
BU: 3790	REF: 101	FUND: 0263	CHAPTER: 43	ENY/STATUTE 2022	FISCAL YEAR: 2022/2023

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

SIGNATURE OF DPR ACCOUNTING OFFICER:

DATE:

N/A

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2022
Agency: Mono County
Application: Restoration

APPLICANT NAME :	Mono County		
PROJECT TITLE :	Restoration	PROJECT NUMBER (Division use only) :	G22-03-43-R01
PROJECT TYPE :	<input type="checkbox"/> Law Enforcement <input checked="" type="checkbox"/> Restoration <input type="checkbox"/> Education & Safety <input type="checkbox"/> Acquisition <input type="checkbox"/> Development <input type="checkbox"/> Ground Operations <input type="checkbox"/> Planning		
PROJECT DESCRIPTION :	<p>The Project is to provide Off-Highway Vehicle (OHV) related Restoration activities as stated in the Project Deliverables below. The activities will occur within lands managed by USFS Humboldt-Toiyabe, USFS Inyo and BLM Bishop.</p> <p>The Grantee shall conform to the USFS Humboldt-Toiyabe, USFS Inyo and BLM Bishop soil conservation plan and their Habitat Management Plan (HMP). A soil compliance report and the results of the HMP shall be provided to the OHMVR Division at the conclusion of the Project.</p> <p>Grantee is required to provide a minimum of eleven (11%) percent of the total Project cost in matching funds.</p> <p><u>Project Deliverables</u></p> <ol style="list-style-type: none"> 1. Actively restoring areas impacted by OHV trespass. <ul style="list-style-type: none"> • Activities include but are not limited to: blocking unauthorized routes, rock armoring, planting of native vegetation, spreading woody slash, raking of wheel ruts, repair/installation of drainage structures. 2. Monitoring/Patrol <ul style="list-style-type: none"> • Activities include but are not limited to: deploying vehicle counters, wildlife cameras, on-going monitoring of environmental impacts and documentation and maintenance of data-systems. 3. Signing <ul style="list-style-type: none"> • Installation, repair and/or replacement to prevent access to non-OHV areas. 4. Fencing/Barriers <ul style="list-style-type: none"> • Installation, repair and/or replacement to prevent access to non-OHV areas blocking unauthorized routes using natural barriers and rock armoring, gates and bollards at the beginning of blocked or seasonal routes. 5. Public Outreach/Visitors Services <ul style="list-style-type: none"> • Activities include but are not limited to: the development, production, and distribution of GIS (digital) assets and printed mapping products. 6. Scientific and/or Cultural Studies relating to OHV Recreation and its impacts <ul style="list-style-type: none"> • Monitoring OHV trespass and monitoring wildlife via cameras. 		

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2022
Agency: Mono County
Application: Restoration**

	<p>7. Restoration Planning</p> <ul style="list-style-type: none"> To identify future restoration needs and activities related to OHV trespassing on unauthorized roads.
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	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
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DIRECT EXPENSES

Program Expenses

1 Staff

	<p>1. Staff-Mono County Seasonal Staff</p> <p>Notes : Mono County Seasonal staff will provide active restoration of areas impacted by OHV activities using hand tools (e.g., shovels, rakes, McLeods, etc.) to plant native vegetation, vertical mulch, camouflage, and repair drainage and sediment retention structures - and to repair and install restoration related signage. Where unauthorized OHV use has removed vegetation and ground cover, restoration will include spreading woody slash, installing erosion control measures, and installing signs and barricades.</p> <p>Staff will include 2-4</p>	<p>3000.00</p> <p>00</p>	<p>30.000</p>	<p>HRS</p>	<p>90,000.00</p>	<p>80,100.00</p>	<p>9,900.00</p>
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ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2022
Agency: Mono County
Application: Restoration**

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	staff classified as "Mono County Trail Stewards - Seasonal" employees, working approximately a total of 1000 hours per year on restoration project deliverables.						
	<p>2. Staff-Mono County Roads Division Staff</p> <p>Notes : Roads Division Staff will install signage and manage heavy equipment (e.g. backhoe, dozer, truck, water truck, etc.) to rock armor and block unauthorized routes and maintain legal routes (where vehicles are creating unauthorized routes due to impassability).</p> <p>There are (4) Roads Division headquarters located throughout Mono County. Cost estimate reflects an average cost of road division staff located throughout Mono County working approximately 250 hours per year on restoration project deliverables (heavy</p>	750.000 0	73.000	HRS	54,750.00	54,750.00	0.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2022
Agency: Mono County
Application: Restoration

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
equipment operation, rock armoring, etc.). There are approximately 5-7 Road Division Staff assigned to each road division (Walker, Bridgeport, Lee Vining, Crowley Lake).						
3. Staff-Mono County Recreation Coordinator Notes : Eastern Sierra Sustainable Recreation Coordinator (Mono County) will administer grant (see indirect costs), manage Mono County Trail Stewards field operations and scheduling, design and develop project specific signage, and coordinate with Roads Division Superintendent, Federal/State land management agencies, and contractors (MLTPA)	150.000 0	56.910	HRS	8,537.00	7,537.00	1,000.00
4. Staff-Mono County Roads Superintendent Notes : Mono County Roads Superintendent will supervise Roads Division Staff, coordinate heavy equipment deployment, scheduling, and	150.000 0	84.000	HRS	12,600.00	11,340.00	1,260.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2022
Agency: Mono County
Application: Restoration

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	coordinate in the field with inter-agency staff.						
	5. Staff-Town of Mammoth Lakes Trail Manager Notes : Mammoth Lakes Trail System - GIS/Graphic Design mapping consultation, supervising MLTPA staff and data assets, quality control. (Town of Mammoth Lakes - Match)	80.0000	69.330	HRS	5,546.00	0.00	5,546.00
Total for Staff					171,433.00	153,727.00	17,706.00
2	Contracts						
	1. Contracts-MLTPA 501(c)3 Notes : Mammoth Lakes Trails and Public Access Foundation (MLTPA) - local 501(c) 3 (contractor) will provide GIS mapping, Graphic Design, Project Management, and coordinating meetings and consultation with applicant and land management agencies in development of mapping, cartography, educational products and kiosks, and GIS monitoring data systems	1000.00 00	60.000	HRS	60,000.00	53,000.00	7,000.00

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2022
Agency: Mono County
Application: Restoration**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>related to restoration project. MLTPA staff will also assist in deployment of vehicle/OHV counters and compilation of vehicle/OHV counter reports. Contract with Mono County</p> <p>Match - Town of Mammoth Lakes - Mammoth Lakes Trail System, Mono County, Mammoth Lakes Recreation</p>						
<p>2. Contracts- Trail/Restoration Crew (contract)</p> <p>Notes : Contracted Trail/Restoration Crew to provide additional capacity for project specific work as needed (Town of Mammoth Lakes Trail Crew/ Other). Contract with Mono County.</p> <p>[...]</p> <p>These duties and/or activities to be performed include providing active</p>	<p>400.000</p> <p>0</p>	<p>25.000</p>	<p>HRS</p>	<p>10,000.00</p>	<p>8,900.00</p>	<p>1,100.00</p>

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2022
Agency: Mono County
Application: Restoration

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	<p>restoration of areas impacted by OHV activities using hand tools (e.g., shovels, rakes, McLeods, etc.) to plant native vegetation, vertical mulch, camouflage, and repair drainage and sediment retention structures - and to repair and install restoration related signage. Where unauthorized OHV use has removed vegetation and ground cover, restoration will include spreading woody slash, installing erosion control measures, and installing signs and barricades.</p> <p>Source of match: Mono County Sustainable Recreation (Geothermal) funding will be used to contract additional trail/restoration crew following standard (existing) County contract agreements and Scope of Work (SOW) letters for services provided.</p>						
	Total for Contracts				70,000.00	61,900.00	8,100.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2022
Agency: Mono County
Application: Restoration

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
3	Materials / Supplies						
	1. Materials / Supplies- Signs & Kiosks Notes : New and replacement markers, carsonites, decals, route closure signs, MUTC custom (road) signs, hardware, lumber, plexi- glass, custom printed map/kiosk signs and posters, and associated tools not currently inventoried (post hole digger, auguer, anti- theft hardware tools, etc.) - required for installation. *** BASED ON DIVISION COMMENTS*** Tools were moved to a separate line item and each anticipated material/supply cost was added/itemized below. Based on division comments and further material cost research amounts were revised from \$30,000 (w/ 10% match @ 3,000) to itemized costs totaling \$21,888 (w/	1.0000	17000.000	MISC	17,000.00	15,300.00	1,700.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2022
Agency: Mono County
Application: Restoration

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
10% match @ \$2,188 total).						
2. Materials / Supplies- OHV/ Vehicle Counters/ Wildlife Cameras Notes : Purchase of ~ (5) OHV/Vehicle Counters and/or wildlife cameras to monitor route closures and restoration needs.	5.0000	590.000	EA	2,950.00	2,360.00	590.00
3. Materials / Supplies- OHV Map Printing Notes : Production of OHV Recreation Maps - estimate based on similar OSV products produced by Mammoth Lakes Recreation and the Town of Mammoth Lakes.	5000.00 00	0.950	EA	4,750.00	4,200.00	550.00
4. Materials / Supplies- OHV Brochure Holders Notes : OHV/OSV Brochure/Map Holders for OHV/OSV Kiosks. Replace existing (damaged/broken/missi ng) and install with new.	20.0000	220.000	EA	4,400.00	3,900.00	500.00
5. Materials / Supplies- Gates/Fencing/Bollards Notes : Gates/Fencing/Bollards to protect roads/resources from	5.0000	500.000	EA	2,500.00	2,250.00	250.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2022
Agency: Mono County
Application: Restoration

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
OHV trespass. Estimate for range-style gates @ 5 total for project area.						
6. Materials / Supplies- Tools/ Supplies for sign/kiosk install Notes : Based on division comments, tools for sign/kiosk installation moved to separate line-item. Includes stencils, router, miscellaneous hand and power tools, power auger/post-hole digger, carsonite post installer, etc. necessary for installation of signs and kiosks.	1.0000	5000.000	MISC	5,000.00	4,500.00	500.00
Total for Materials / Supplies				36,600.00	32,510.00	4,090.00
4 Equipment Use Expenses						
1. Equipment Use Expenses-Mono County - Heavy Equipment Use Rate Notes : Heavy Equipment Use Rate @ \$55/unit: Equipment includes: (4) Loaders, (4) Dump Trucks, (4) Skid Steers, (2) Backhoes, (2) Water Trucks, (4) Graders, (2) Belly Dumps.	600.000 0	55.000	HRS	33,000.00	29,370.00	3,630.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2022
 Agency: Mono County
 Application: Restoration

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
Equipment is staged out of four road division work yards (Bridgeport, Walker, Lee Vining, Crolwey Lake) for deployment throughout the county. Heavy equipment use rate is the same for each piece of equipment and itemized in Roads Division invoice/reimbursement requests with descriptions of equipment used.						
2. Equipment Use Expenses-Mono County - Light Equipment Vehicle Notes : * Based on Division Comments: Line item formerly read "Administrative Support Equipment & Trail Crew work vehicle expenses to complete project work & monitoring @ \$45/hour." Clarification: This item changed to	990.000 0	45.000	HRS	44,550.50	39,650.00	4,900.50

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2022
Agency: Mono County
Application: Restoration**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>read "Light Equipment Vehicle". This equipment rate is different than "Heavy Equipment Use Rate" used by Roads Division staff and is applied to light-duty vehicles used by seasonal hand-crews.</p> <p>Light Equipment Vehicle rate will be used by Seasonal Staff (hand crews) to provide active restoration and monitoring of areas impacted by OHV activities using hand tools.</p> <p>This line-item will be used for direct project cost (standard equipment rate) - 990 hours @ \$45/hr - for up to 3 staff vehicles including two light vehicle pick-up trucks and a passenger vehicle/ SUV (Ford Expedition) used by seasonal hand crews throughout the County/project-area. All light equipment vehicle rates are itemized in</p>						

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2022
Agency: Mono County
Application: Restoration

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	invoice/reimbursement requests. (standard rate)						
Total for Equipment Use Expenses					77,550.50	69,020.00	8,530.50
5	Equipment Purchases						
6	Others						
Total Program Expenses					355,583.50	317,157.00	38,426.50
TOTAL DIRECT EXPENSES					355,583.50	317,157.00	38,426.50
INDIRECT EXPENSES							
Indirect Costs							
1	Indirect Costs						
	1. Indirect Costs-Mono County Recreation Coordinator Notes : Indirect Costs to Mono County - Eastern Sierra Sustainable Recreation Coordinator to administer grant (e.g. accounting services, contract administration, invoicing, reimbursement requests, etc.)	100.000 0	56.910	FTE	5,691.00	0.00	5,691.00
	2. Indirect Costs-Mono County Admin Support Notes : Administrative and accounting services associated with grant reporting	1.0000	5000.000	MISC	5,000.00	5,000.00	0.00
Total for Indirect Costs					10,691.00	5,000.00	5,691.00
Total Indirect Costs					10,691.00	5,000.00	5,691.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2022
Agency: Mono County
Application: Restoration

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
TOTAL INDIRECT EXPENSES				10,691.00	5,000.00	5,691.00
TOTAL EXPENDITURES				366,274.50	322,157.00	44,117.50
TOTAL PROJECT AWARD				322,157.00		

Project Agreement General Provisions (Nonfederal Applicants Only)

A. Definitions

1. The term "State" as used herein means the State of California, Department of Parks and Recreation.
2. The term "Act" as used herein means the Off-Highway Motor Vehicle Recreation Act of 2003 as amended.
3. The term "Project" as used herein means the Project described in Attachment 1 of this Agreement and in the Application.
4. The term "Application" as used herein means the individual Project Application and attachments required pursuant to the enabling legislation, regulations, and/or Grant program, which is incorporated into this Agreement by reference.
5. The term "Project Agreement" as used herein means the Application and the Project Agreement and its General Provisions.
6. The term "Grantee" as used herein means the party described as the Grantee on page 1 of the Project Agreement.

B. Project Execution

1. Subject to the appropriation and availability of Grant funds in the state budget, the State hereby awards to the Grantee the sum of money (Grant money) stated on page 1 of the Project Agreement in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the Project Description on Attachment 1 of the Project Agreement and the terms and conditions set forth in this Agreement.

The Grantee assumes the obligation to furnish any additional funds that may be necessary to complete or carry out the Project as described. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval. The State's obligation to make Grant payments is limited to the Project as provided for herein, or as modified with the approval of the State.

2. The Grantee agrees to complete the Project in accordance with the Project performance period set forth on page 1 of the Project Agreement, and under the terms and conditions of this agreement.
3. If the Project includes development, the development plans, specifications and estimates or Force Account Schedule shall be reviewed and approved by the State prior to the Grantee proceeding with the Project. Unless the development plans, specifications and estimates are approved by the State, the State shall have no obligation to make Grant payments for the work.

The Grantee shall comply with all applicable current laws and regulations affecting Development Projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities. In addition, the Grantee shall complete the development work in accordance with the State-approved development plans, specifications, and estimates or Force Account Schedule.

4. The Grantee shall make property or facilities acquired and/or developed pursuant to this Agreement available for inspection upon request by the State to determine if development work is in accordance with the approved plans, specifications and estimates or Force Account Schedule, including a final inspection upon Project completion.
5. If the Project includes acquisition of real property, the cost of which is to be reimbursed with Grant moneys under this Agreement, the acquisition shall comply with Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code and any

other applicable federal, state, or local laws or ordinances. Documentation of such compliance will be made available for review by the State upon request. Eminent domain may not be used to acquire property using the Grant funds provided by this Agreement.

6. If the Project includes acquisition of real property, the purchase price shall be the fair market value of such property as established by an appraisal completed according to established current appraisal practices and methods as approved by both the Grantee and the State. The Grantee agrees to furnish the State with additional supportive appraisal material or justification as may be requested by the State to complete its review and approval of the fair market value.

The Grantee agrees to furnish the State with preliminary title reports respecting such real property or such other evidence of title which is determined to be sufficient by the State. The Grantee agrees to correct prior to or at the close of escrow any defects of title which in the opinion of the State might interfere with the operation of the Project.

C. Project Costs

1. The Grant moneys to be provided to the Grantee under this Agreement shall be disbursed as follows, but not to exceed in any event one-hundred (100) percent of the allowable Project costs or the State Grant amount as set forth on page 1 of this Agreement, whichever is less:
2. If the Project includes acquisition of real property, the State shall disburse to the Grantee the Grant moneys as follows, but not to exceed in any event the State Grant amount set forth on page 1 of this Agreement.

The State will disburse the amount of the State-approved purchase price together with State-approved costs of acquisition. Funds for acquisition shall only be released into an escrow account established for the acquisition.

D. Project Administration

1. The Grantee shall promptly submit such progress, performance or other reports concerning the status of work performed on the Project as the State may request. In any event, the Grantee shall provide the State a report showing total final Project expenditures including State and all other moneys expended within one hundred-twenty (120) days after completion of the Project.
2. The Grantee shall make property and facilities maintained, operated, acquired or developed pursuant to this Agreement available for inspection by the State upon request.
3. The Grantee may be provided advanced payments for Grants. The Grantee shall place such moneys in a separate interest-bearing account, if legally able to do so, setting up and identifying such account prior to the advance. Interest earned on Grant moneys shall be used on the Project or paid to the State. If Grant moneys are advanced and not expended, the unused portion of the Grant (plus interest) shall be returned to the State within one hundred-twenty (120) days of completion of the Project or end of the Project performance period, whichever is earlier.

Income, after deduction for reasonable expenses associated with that income, that is earned by the Grantee from a State-approved non-recreational use on an acquisition Project, subsequent to taking title by the Grantee, but before use for OHV Recreation, must be used by the Grantee for recreational purposes at the Project.

4. The Grantee shall use any moneys advanced by the State under the terms of this agreement solely for the Project herein described.
5. The Grantee will provide and maintain a sign on the Project site that identifies the funding source (Off-Highway Vehicle Fund) and the administering agency (California State Department of Parks and Recreation).

6. Equipment must be used solely for OHV-related purposes unless the Applicant is funding the portion of the purchase price not dedicated to OHV purposes, and that portion is not part of the total project cost.

E. Project Termination

1. The Grantee may unilaterally rescind this Agreement at any time prior to the commencement of the Project. After Project commencement this Agreement may be rescinded, modified or amended by mutual agreement in writing.
2. Failure by the Grantee to comply with the terms of this Agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder and reimbursement to the State of any Grant moneys already provided to the Grantee. However, such failure shall not be cause for the suspension of all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault and beyond the control of the Grantee to prevent, mitigate or remedy.
3. Because the benefit to be derived by the State from the full compliance by the Grantee with the terms of this Agreement is the operation, development, preservation, protection and net increase in the quantity and quality of public outdoor recreation facilities available to the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant moneys under the terms of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant moneys disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement.
4. The Grantee further agrees, therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State. Notwithstanding the foregoing, in the event of a breach of this Agreement, or any portion thereof, which is due to no fault and beyond the control of the Grantee to prevent, mitigate, or remedy, the State's sole remedy shall be the reimbursement of any funds advanced or paid that pertain to the breached term or terms of this Agreement.

F. Hold Harmless

1. The Grantee hereby waives all claims and recourse against the State including the right to contribution of loss of damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement except claims arising from the concurrent or sole negligence of the State, its officers, agents and employees.
2. The Grantee shall protect, indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the acquisition, development, construction, operation or maintenance of the property described as the Project which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise except for liability arising out of, and attributable to, the concurrent or sole negligence of the State, its officers, or employees.
3. In the event the State is named as codefendant under the provisions of Government Code Section 895 et seq., the Grantee shall notify the State of such fact and shall represent the State in the legal action unless the State undertakes to represent itself as codefendant in such legal action in which event the State shall bear its own litigation costs, expenses, and attorney's fees.
4. In the event of judgment against the State and the Grantee because of the concurrent negligence of the State and the Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request, and each party hereby waives its right to, a jury apportionment.

G. Financial Records

1. The Grantee shall retain for inspection all financial accounts, documents, and records for three (3) years from the expiration date of the Project Agreement, or three (3) years from the start of an audit engagement, whichever comes first, and until an audit started during the three (3) years is completed, a report published and any Audit findings are resolved and/or payment or other correction made with regard to any Audit findings contained in the final Audit report.
2. During regular office hours each party hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or matters related thereto.

H. Use of Facilities

1. The Grantee shall, without cost to the State, except as may be otherwise provided in this Agreement or any other Grant agreement, operate and maintain the property acquired or developed pursuant to this Agreement in the manner of and according to the Off-Highway Motor Vehicle Recreation Act and any related regulations, or any other applicable provisions of law.
2. Use of the facilities shall comply with all applicable laws, including, but not limited to, the requirements for registration of all day use-vehicles with the Department of Motor Vehicles or identified under the Chappie-Z'berg Off-Highway Motor Vehicle Law of 1993.

I. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, national origin, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this Agreement.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.

J. Application Incorporation

1. The Application and any subsequent change or addition approved by the State is hereby incorporated in this Agreement as though set forth in full in this Agreement.

K. Severability

1. If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

L. Governing Law

1. This Agreement shall be construed in accordance with and be governed by the laws of the State of California. Any legal action arising out of the terms of this Agreement shall take place in the county wherein the Project funded by this Agreement is located. If the Project is located in or among two or more counties, any legal action shall be taken in the county wherein the largest land area of the Project is located.
2. The Grantee shall comply with all Federal, State, and/or Local laws, regulations, ordinances and executive orders that are applicable during the performance period.



R22-039

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS APPROVING THE APPLICATION FOR STATE OF
CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION, OFF-HIGHWAY
VEHICLE GRANT FUNDS**

WHEREAS, The people of the State of California have enacted the Off-Highway Motor Vehicle Recreation Act of 2003, which provides funds to the State of California and its political subdivisions for Operation and Maintenance, Restoration, Law Enforcement, and Education and Safety for off-highway vehicle recreation; and

WHEREAS, the Off-Highway Motor Vehicle Recreation Division with the California Department of Parks and Recreation has been delegated the responsibility to administer the program; and

WHEREAS, procedures established by the California Department of Parks and Recreation require the Applicant's Governing Body to certify by resolution the approval to receive grant funding from the Off-Highway Motor Vehicle Grant funds; and

WHEREAS, this Project appears on, or is in conformance with this jurisdiction's adopted general or master plan and is compatible with the land use plans of those jurisdictions immediately surrounding the Project;

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

1. Approves the receiving of grant funding from the Off-Highway Vehicle Grant or Cooperative Agreement Program; and
2. Certifies that this agency understands its legal obligations to the State upon approval of the Grant; and
3. Certifies that this agency understands the California Public Resources Code requirement that Acquisition, and Development Projects be maintained to specific conservation standards; and
4. Certifies that the Project will be well-maintained during its useful life; and
5. Certifies that this agency will implement the Project with diligence once funds are available and the Applicant has reviewed, understands, and agrees with the Project Agreement; and
6. Certifies that this agency will provide the required matching funds; and

1 7. Certifies that the public and adjacent property owners have been notified of this Project
2 (as applicable); and

3 8. Appoints the Director of Public Works as agent to conduct all negotiations, execute
4 and submit all documents including, but not limited to Applications, agreements, amendments,
5 payment requests and so on, which may be necessary for completion of the Project.

6 **PASSED, APPROVED and ADOPTED** this 17th day of May 2022, by the following
7 vote, to wit:

8 **AYES:** Supervisors Corless, Duggan, Kreitz and Gardner.

9 **NOES:** None.

10 **ABSENT:** Supervisor Peters.

11 **ABSTAIN:** None.

12 *Bob Gardner*

Bob Gardner (May 19, 2022 09:55 PDT)

13 Bob Gardner, Chair
14 Mono County Board of Supervisors

15 ATTEST:

APPROVED AS TO FORM:

16 *Danielle Patrick*

17 Danielle Patrick (May 20, 2022 06:57 PDT)

18 Clerk of the Board

19 *Stacey Simon*

20 Stacey Simon (May 19, 2022 09:53 PDT)

21 County Counsel



NOTICE OF EXEMPTION

RECEIVED

MAY 19 2022

OFFICE OF THE CLERK

MC 22-008

TO: Office of Planning and Research
PO Box 3044
Sacramento, CA 95812-3044

County Clerk / County of Mono
PO Box 237
Bridgeport, CA 93517

FROM: Mono County Community Development
PO Box 8
Bridgeport, CA 93517

Project Title: Mono County Off-Highway Vehicle (OHV) Restoration
Project Applicant: Mono County
Project Location - Specific: Mono County (county wide)
Project Location - City: N/A
Project Location - County: Mono

Description of Nature, Purpose, and Beneficiaries of Project:

This project will restore areas impacted by illegal Off-Highway Vehicle (OHV) activities on unauthorized routes and will install regulatory/restoration signage in prior-disturbed areas to confine OHV use to authorized routes. This project will improve sustainable recreation/OHV opportunities by restoring natural areas and resources that have been negatively impacted by OHV trespass and preserving legal OHV riding opportunities. Methods include rock-armoring/delineating legal OHV routes, vertical mulching, grubbing, and restoring unauthorized routes to promote natural regeneration, and maintaining/installing erosion control structures, fencing, barricades, and/or seasonal-closure gates to prohibit trespass and protect natural and cultural resources. This project will benefit recreationists by preserving legal OHV riding opportunities; will reduce maintenance activities on roads designated suitable for use by "street legal vehicles only"; and will protect natural/cultural resources impacted by unauthorized activities. Signage and mapping products will be developed and implemented to support these outcomes and installed as part of this project. Project activities will be funded in part by CA State Parks Off-Highway Motor Vehicle Recreation Division "Restoration" grant funding (pending award).

Name of Public Agency Approving Project: Mono County

Exempt Status: (check one)

- Not a Project & No Effects (Sec. 15378(b)(4); 15061(b)(3))
- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: 15301(c) – Class 4: Minor Alterations to Land
- Statutory Exemptions. State code number:
- Project Consistent with a Community Plan, General Plan, or Zoning (15183)

Reasons why project is exempt:

The project qualifies as Categorical Exemption 14CCR 15301 – Class 4: Minor Alterations to Land. This class consists of minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry and agricultural purposes. This project is intended to improve existing conditions to restore forested and natural areas to an untrammled condition by confining these activities to authorized routes and restoring areas impacted by OHV trespass.

Posted 5/19/2022 thru 6/20/2022

Lead Agency Contact Person: *Tony Dublino*

Area Code/Telephone/Extension: (760) 932-5440

If filed by applicant:

1. Attach certified document of exemption finding
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: 

Date: 5-18-22

Title: Dir of Public Works

Signed by Lead Agency Signed by Applicant



State of California - Department of Fish and Wildlife
2022 ENVIRONMENTAL DOCUMENT FILING FEE
CASH RECEIPT
 DFW 753.5a (REV. 01/01/22) Previously DFG 753.5a

Print **StartOver** **Save**

RECEIPT NUMBER:
 26 — 05/19/2022 —
 STATE CLEARINGHOUSE NUMBER (If applicable)

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY Mono County	LEAD AGENCY EMAIL tdublino@mono.ca.gov	DATE 05/19/2022
COUNTY/STATE AGENCY OF FILING Mono	DOCUMENT NUMBER MC 22-008	

PROJECT TITLE
Mono County Off-Highway vehicle (OHV) Restoration

PROJECT APPLICANT NAME Mono County	PROJECT APPLICANT EMAIL tdublino@mono.ca.gov	PHONE NUMBER (760)932-5459
PROJECT APPLICANT ADDRESS P.O. Box 8	CITY Bridgeport	STATE CA
		ZIP CODE 93517

PROJECT APPLICANT (Check appropriate box)

Local Public Agency
 School District
 Other Special District
 State Agency
 Private Entity

CHECK APPLICABLE FEES:

<input type="checkbox"/> Environmental Impact Report (EIR)	\$3,539.25	\$	0.00
<input type="checkbox"/> Mitigated/Negative Declaration (MND)(ND)	\$2,548.00	\$	0.00
<input type="checkbox"/> Certified Regulatory Program (CRP) document - payment due directly to CDFW	\$1,203.25	\$	0.00
<input checked="" type="checkbox"/> Exempt from fee			
<input checked="" type="checkbox"/> Notice of Exemption (attach)			
<input type="checkbox"/> CDFW No Effect Determination (attach)			
<input type="checkbox"/> Fee previously paid (attach previously issued cash receipt copy)			
<hr/>			
<input type="checkbox"/> Water Right Application or Petition Fee (State Water Resources Control Board only)	\$850.00	\$	0.00
<input type="checkbox"/> County documentary handling fee		\$	
<input type="checkbox"/> Other		\$	0.00

PAYMENT METHOD:

Cash
 Credit
 Check
 Other

TOTAL RECEIVED \$ 0.00

SIGNATURE 	AGENCY OF FILING PRINTED NAME AND TITLE Mono County Senior Deputy Clerk
--	---



State of California - Department of Fish and Wildlife
2022 ENVIRONMENTAL DOCUMENT FILING FEE
CASH RECEIPT
 DFW 753.5a (REV. 01/01/22) Previously DFG 753.5a

NOTICE

Each project applicant shall remit to the county clerk the environmental filing fee before or at the time of filing a Notice of Determination (Pub. Resources Code, § 21152; Fish & G. Code, § 711.4, subdivision (d); Cal. Code Regs., tit. 14, § 753.5). Without the appropriate fee, statutory or categorical exemption, or a valid No Effect Determination issued by the California Department of Fish and Wildlife (CDFW), the Notice of Determination is not operative, vested, or final, and shall not be accepted by the county clerk.

COUNTY DOCUMENTARY HANDLING FEE

The county clerk may charge a documentary handling fee of fifty dollars (\$50) per filing in addition to the environmental filing fee (Fish & G. Code, § 711.4, subd. (e); Cal. Code Regs., tit. 14, § 753.5, subd. (g)(1)). A county board of supervisors shall have the authority to increase or decrease the fee or charge, that is otherwise authorized to be levied by another provision of law, in the amount reasonably necessary to recover the cost of providing any product or service or the cost of enforcing any regulation for which the fee or charge is levied (Gov. Code, § 54985, subd. (a)).

COLLECTION PROCEDURES FOR COUNTY GOVERNMENTS

Filing Notice of Determination (NOD):

- Collect environmental filing fee or copy of previously issued cash receipt. *(Do not collect fee if project applicant presents a No Effect Determination signed by CDFW. An additional fee is required for each separate environmental document. An addendum is not considered a separate environmental document. Checks should be made payable to the county.)*
- Issue cash receipt to project applicant.
- Attach copy of cash receipt and, if applicable, previously issued cash receipt, to NOD.
- Mail filing fees for **CRP** document to CDFW prior to filing the NOD or equivalent final approval (Cal. Code Regs. Tit. 14, § 753.5 (b)(5)). The CRP should request receipt from CDFW to show proof of payment for filing the NOD or equivalent approval. Please mail payment to address below made attention to the Cash Receipts Unit of the Accounting Services Branch.

If the project applicant presents a **No Effect Determination** signed by CDFW, also:

- Attach No Effect Determination to NOD *(no environmental filing fee is due)*.

Filing Notice of Exemption (NOE) *(Statutorily or categorically exempt project (Cal. Code Regs., tit. 14, §§ 15260-15285, 15300-15333))*

- Issue cash receipt to project applicant.
- Attach copy of cash receipt to NOE *(no environmental filing fee is due)*.

Within 30 days after the end of each month in which the environmental filing fees are collected, each county shall summarize and record the amount collected on the monthly State of California Form No. CA25 (TC31) and remit the amount collected to the State Treasurer. Identify the remittance on Form No. CA25 as "Environmental Document Filing Fees" per Fish and Game Code section 711.4.

The county clerk shall mail the following documents to CDFW on a monthly basis:

- ✓ A photocopy of the monthly State of California Form No. CA25 (TC31)
- ✓ CDFW/ASB copies of all cash receipts (including all voided receipts)
- ✓ A copy of all CDFW No Effect Determinations filed in lieu of fee payment
- ✓ A copy of all NODs filed with the county during the preceding month
- ✓ A list of the name, address and telephone number of all project applicants for which an NOD has been filed. If this information is contained on the cash receipt filed with CDFW under California Code of Regulations, title 14, section 753.5, subdivision (e)(6), no additional information is required.

DOCUMENT RETENTION

The county shall retain two copies of the cash receipt (for lead agency and county clerk) and a copy of all documents described above for at least 12 months.

RECEIPT NUMBER

- # The first two digits automatically populate by making the appropriate selection in the County/State Agency of Filing drop down menu.
- # The next eight digits automatically populate when a date is entered.
- # The last three digits correspond with the sequential order of issuance for each calendar year. For example, the first receipt number issued on January 1 should end in 001. If a county issued 252 receipts for the year ending on December 31, the last receipt number should end in 252. CDFW recommends that counties and state agencies 1) save a local copy of this form, and 2) track receipt numbers on a spreadsheet tabbed by month to ensure accuracy.

DO NOT COMBINE THE ENVIRONMENTAL FEES WITH THE STATE SHARE OF FISH AND WILDLIFE FEES.

Mail to:

California Department of Fish and Wildlife
 Accounting Services Branch
 P.O. Box 944209
 Sacramento, California 94244-2090



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 13, 2023

Departments: District Attorney

TIME REQUIRED 20 minutes

PERSONS APPEARING BEFORE THE BOARD David Anderson, District Attorney

SUBJECT Department Overview - District Attorney

AGENDA DESCRIPTION:

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

Presentation by David Anderson regarding department overview.

RECOMMENDED ACTION:

None, informational only. Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: David Anderson

PHONE/EMAIL: 760-924-1714 / danderson@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)
No Attachments Available

History

Time	Who	Approval
6/7/2023 1:04 PM	County Counsel	Yes
5/30/2023 12:54 PM	Finance	Yes
6/8/2023 3:15 PM	County Administrative Office	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 13, 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): Mary Booher, Stacey Simon, Janet Dutcher, Jack Conry, and Oliver Yee. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Correctional Deputy Sheriffs' Association. Unrepresented employees: All.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

Time	Who	Approval
6/7/2023 1:04 PM	County Counsel	Yes
5/31/2023 4:35 PM	Finance	Yes
6/8/2023 3:14 PM	County Administrative Office	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 13, 2023

TIME REQUIRED

SUBJECT Closed Session - Public Employee
Evaluation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

No Attachments Available

History

Time	Who	Approval
6/7/2023 1:03 PM	County Counsel	Yes
5/31/2023 4:35 PM	Finance	Yes
6/8/2023 3:14 PM	County Administrative Office	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 13, 2023

TIME REQUIRED

SUBJECT Closed Session - Public Employment

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

PUBLIC EMPLOYMENT. Government Code section 54957. Title: County Administrative Officer recruitment.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

Time	Who	Approval
6/7/2023 1:04 PM	County Counsel	Yes
5/31/2023 4:35 PM	Finance	Yes
6/8/2023 3:14 PM	County Administrative Office	Yes