



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

January 7, 2025

TRIBAL LAND ACKNOWLEDGMENT

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

TELECONFERENCE INFORMATION

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

1. Mammoth Teleconference Location – for meetings held on the first and second Tuesday of each month - Mono Lake Room of the Mono County Civic Center, First Floor, 1290 Tavern Road, Mammoth Lakes, CA. 93546;
2. Bridgeport Teleconference Location – for meetings held on the third Tuesday of each Month - Mono County Courthouse, Second Floor Board Chambers, 278 Main Street, Bridgeport, CA. 93517;
3. Teleconference Location - Calle 141/15A32 Cerritos Campestre Casa 604, Risaralda, Pereira, Colombia;
4. Zoom Webinar. Absent participation by a member of the Board under AB 2449, the Zoom Webinar is provided as a courtesy participation method but is not guaranteed.

Members of the public may participate in person at the above listed locations, or, if available, via the Zoom Webinar, including listening to the meeting and providing public comment, by following the instructions below.

To join the meeting by computer:

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

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

To join the meeting by telephone:

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

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

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

https://monocounty.granicus.com/MediaPlayer.php?publish_id=c3e9b929-0822-4611-8e6a-551b5fb41c5b

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

A. Swearing In of Gerald F. Mohun, Jr. as Judge of Superior Court Judge, Rhonda Duggan as District Two Supervisor, Paul McFarland as District Three Supervisor, and John Peters as District Four Supervisor

Departments: Board of Supervisors

10 minutes

(Judge Magit) - County officers were elected to office at the March 5, 2024, Presidential Primary Election. Pursuant to Government Code § 24200, "Except as otherwise provided, all elective county officers shall be elected at the election specified pursuant to Section 1300 of the Elections Code and take office at 12 o'clock noon on the first Monday after the January 1 succeeding their election." County officers were sworn in prior to the first Board of Supervisors meeting in January. This is the ceremonial swearing in of Gerald F. Mohun, Jr. as Judge of Superior Court, Rhonda Duggan as District Two Supervisor, Paul McFarland as District Three Supervisor, and John Peters as District Four Supervisor.

Recommended Action: No Board action required. Judge Magit will administer the oaths of office.

Fiscal Impact: None.

B. Election of New 2025 Board Chair

Departments: Board of Supervisors

5 minutes

(John Peters, Outgoing Board Chair) - The outgoing Board Chair will call for nominations to elect the Chair of the Board for 2025.

Recommended Action: Elect the new Chair of the Board for 2025.

Fiscal Impact: None.

C. Election of New 2025 Vice Chair

Departments: Board of Supervisors

5 minutes

(Newly Elected Board Chair) - The newly elected Board Chair will call for nominations to elect the Vice Chair of the Board for 2025.

Recommended Action: Elect the new Vice Chair of the Board for 2025.

Fiscal Impact: None.

D. Election of New 2025 Chair Pro-Tem

Departments: Board of Supervisors

5 minutes

(Newly Elected Board Chair) - The newly elected Board Chair will call for nominations to elect the Chair Pro-Tem of the Board for 2025.

Recommended Action: Elect the new Chair Pro-Tem of the Board for 2025.

Fiscal Impact: None.

3. COUNTY ADMINISTRATIVE OFFICER

CAO Report regarding Board Assignments

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

4. DEPARTMENT/COMMISSION REPORTS

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

5. CONSENT AGENDA

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

A. Inmate Welfare Fund Annual Report Fiscal Year 2023-2024

Departments: Sheriff's Office

California Penal Code Section 4025(e) states: The money and property deposited in the inmate welfare fund shall be expended by the sheriff primarily for the benefit, education, and welfare of the inmates confined within the jail. An itemized report of these expenditures shall be submitted annually to the Board of Supervisors.

Recommended Action: Receive the Inmate Welfare Fund Annual Report for Fiscal Year 2023-2024.

Fiscal Impact: None.

B. Fish and Shellfish Advisory Signage Grant Program

Departments: Health and Human Services

Proposed contract with California Conference of Directors of Environmental Health pertaining to Fish and Shellfish Advisory Signage Grant Agreement No. D2018002.

Recommended Action: Approve, and authorize the Health and Human Services Director to sign, contract with California Conference of Directors of Environmental Health for the period December 1, 2024, through May 29, 2025 and a not-to-exceed amount of \$15,000.

Fiscal Impact: Grant revenue in the amount of \$15,000 and related grant expenditures in the amount of \$15,000 in the Health and Human Services Department.

C. Antelope Valley Regional Planning Advisory Committee Appointments

Departments: Community Development Department

Consider reappointments and new appointments to the Antelope Valley Regional Planning Advisory Committee (AV RPAC) for four-year terms.

Recommended Action: Reappoint Katy Buell, Debi Bush, and John Vannoy to four-year terms on the Antelope Valley Regional Planning Advisory Committee expiring on December 31, 2028, and appoint David Casselman and Steve Wright to four-year terms expiring on December 31, 2028, as recommended by Supervisor Peters.

Fiscal Impact: None.

D. Annex I and Annex II Carpet Replacement

Departments: Public Works Facilities

Proposed Contract with Mountain Carpet, Inc, for removal of old and installation of new Carpet at the Mono County Bridgeport Campus buildings Annex I and Annex II.

Recommended Action: Approve and authorize the Public Works Director to sign the "Agreement Between County of Mono and Mountain Carpet Inc. for the Provision of Carpet Replacement/Installation Services" for removal of old and installation of new Carpet at the Mono County Bridgeport Campus buildings Annex I and Annex II.

Fiscal Impact: The total cost of this contract is \$199,885. An amount of \$120,000 was allocated as part of the CIP budget. The CIP budget included \$150,000 for painting of county buildings. Annex I and Annex II were painted for less than \$50,000. With the Board's approval, Public Works may use a portion of the remaining CIP Paint Budgeted funding to cover the additional funds required for the carpet replacement project. Budget adjustments may be needed to accommodate crossing fiscal years.

E. Lee Vining Temporary Construction Easement

Departments: Public Works

Provide the California Department of Transportation (CalTrans) with a Temporary Construction Easement along California Highway 395 in Lee Vining at the Mono County Road Shop Yard for construction of two new driveways, and the removal of the existing two driveways.

Recommended Action: Authorize the Public Works Director, in consultation with County Counsel, to sign the easement request paperwork.

Fiscal Impact: None.

F. Annual Resolution Delegating Investment Authority to the County Treasurer

Departments: Finance

Resolution delegating investment authority to the County Treasurer to invest or to reinvest funds of the County and the funds of other depositors in the County Treasury, as allowed and permitted by CA Government Code sections 53607 and 27000.1 and County Ordinance 18-08.

Recommended Action: Adopt proposed resolution delegating investment authority to the County Treasurer.

Fiscal Impact: None.

G. Mono County Statement of Investment Policy

Departments: Finance

Annual approval of the Mono County Statement of Investment Policy pursuant to Section 27133 of the CA Government Code.

Recommended Action: Approve the Mono County Statement of Investment

Policy, as presented or amended.

Fiscal Impact: None.

6. CORRESPONDENCE RECEIVED - NONE

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

7. REGULAR AGENDA - MORNING

A. Letter of Support - Coyote Springs Ranch Project

Departments: Board of Supervisors, Sponsored by Supervisor Duggan

5 minutes

(Supervisor Duggan) - Mono County letter of support for the Eastern Sierra Land Trust, Coyote Springs Ranch Project. The goal of the project is to place a conservation easement on the property to protect its valuable grazing resources and wildlife habitat.

Recommended Action: Approve the support letter and approve the Board Chair to execute letter on behalf of the County.

Fiscal Impact: None.

B. Letter Regarding Board Commitment to Maintain Mono Lake Water Levels

Departments: County Administrative Office

5 minutes

(Sandra Moberly, County Administrative Officer) - Letter to the Los Angeles Department of Water and Power advocating for maintaining Mono Lake water levels and requesting a meeting to discuss recent policy changes regarding lake water levels.

Recommended Action: Review the draft letter and provide comments/revisions as needed.

Fiscal Impact: None.

C. Adoption of 2024 Salary Survey - Mono County Public Employees (MCPE)

Departments: County Administrative Office

10 minutes

(Mary Snyder, Special Projects) - Proposed resolution adopting the salary survey with Local 39/Mono County Public Employees, effective January 5, 2025, and making corresponding changes to the allocation list.

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

Fiscal Impact: As recommended, the fiscal impact for the remainder of fiscal year (FY) 2024-25 is \$47,134, and for a full fiscal year is \$94,268, exclusive of future cost of living increases. The calculated fiscal impact excludes unallocated and vacant positions. The budgetary implications only affect the Health and Human Services department, and these increases were not included in the FY 2024-25 adopted budget.

D. Approval of Resolution Amending the Allocation List and New Job Description for the Chief Deputy Treasurer-Tax Collector

Departments: Human Resources

10 minutes

(Christine Bouchard, Assistant County Administrative Officer) - The Human Resources Department proposes staffing changes across departments to improve efficiency, including reclassifications in the Assessor's Office and Behavioral Health, new positions in Health and Human Services, and replacing the Assistant Finance Director in Finance with a Chief Deputy Treasurer-Tax Collector.

Recommended Action: Approve the proposed resolution amending the allocation list. Approve the new job description for the Chief Deputy Treasurer-Tax Collector.

Fiscal Impact: The total cost of the Auditor-Appraiser, \$119,268, of which \$80,128 is salary and \$39,140 is benefits. The cost for the remainder of the year is \$56,857, of which \$38,198 is salary and \$18,659 is benefits. This is a General Fund cost. The funds are currently available due to salary savings from vacancies. The total cost of the Community Health Outreach Specialist is \$108,935.33, of which \$69,177.00 is salary and \$39,758.33 is benefits. The cost for the remainder of the year is \$54,467.66, of which \$34,588.50 is salary and \$19,879.16 is benefits. This is not a General Fund cost, and the department has the funding to cover these costs. The total cost of the MCPE Staff Services Analyst I/II/III is \$112,914.30, of which \$72,679 is salary and \$40,235.30 is benefits. The total cost for the remainder of the year is \$56,457.15, of which \$36,339.50 is salary and \$20,117.65 is benefits. This is not a General Fund cost, and the department has the funding to cover these costs. The total cost of the At-Will Program Manager – Quality Improvement, \$160,835, of which \$130,138 is salary and \$36,697 is benefits. The cost for the remainder of the year is \$82,148, of which \$62,038 is salary and \$20,110 is benefits. This is not a General Fund cost, and the department has funding available to cover these costs. The total cost of the At-Will Chief Fiscal Officer, \$160,835, of which \$130,138 is salary and \$36,697 is benefits. The cost for the remainder of the year is \$82,148, of which \$62,038 is salary and \$20,110 is benefits. This is not a General Fund cost, and the department has funding available to cover these costs. The total cost of the At-Will Clinical Services Manager, \$152,821, of which \$118,039 is salary and \$34,782 is benefits. The cost for the remainder of the year is \$75,468, of which \$56,271 is salary and \$19,197 is benefits. This is not a General Fund cost, and the department has funding available to cover these

costs. The total cost of the MCPE Staff Services Manager, \$140,900, of which \$107,763 is salary and \$33,137 is benefits. The cost for the remainder of the year is \$69,785, of which \$51,372 is salary and \$18,413 is benefits. This is not a General Fund cost, and the department has funding available to cover these costs. The total cost of the Chief Deputy Treasurer-Tax Collector, \$155,408, of which \$107,065 is salary and \$48,343 is benefits. The cost for the remainder of the year assuming the vacant position is filled by mid-February is \$57,480, of which \$39,599 is salary and \$17,880 is benefits. The exact cost will vary depending on the qualified candidate. This is a General Fund cost, but will likely result in a budget savings of approximately \$7,800 for the remainder of Fiscal Year 2024-25.

E. Approval of Department Head to Hire Family Member

Departments: Probation

10 minutes

(Christine Bouchard, Assistant County Administrative Officer) - Proposed resolution approving the Chief Probation Officer to hire her Daughter-In-Law.

Recommended Action: Adopt the proposed resolution approving the Chief Probation Officer to hire her Daughter-In-Law.

Fiscal Impact: None.

F. Terms and Conditions of Employment for Assistant District Attorney

Departments: District Attorney

5 minutes

(David Anderson, District Attorney) - Proposed resolution approving a contract with Brad Braaten as Assistant District Attorney, and prescribing the compensation, appointment, and conditions of said employment.

Recommended Action: Announce Fiscal Impact. Adopt proposed resolution, approving a contract with Brad Braaten as Assistant District Attorney, and prescribing the compensation, appointment, and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: The fiscal impact for this position for a complete fiscal year is \$195,606 of which \$158,183 is salary and \$37,423 is benefits. This is included in the Department's 2024/2025 Budget.

G. Housing Ad Hoc Committee Charter Update and Appointment of Board Members

Departments: County Administrative Office

5 minutes

(Sandra Moberly, County Administrative Officer) - The Board of Supervisors created a housing Ad Hoc in March of 2023. This item allows the Board to update the Ad Hoc charter and appoint Board members to the Ad Hoc.

Recommended Action: Review the Ad Hoc charter and appoint Board Members to the Ad Hoc.

Fiscal Impact: None.

H. Solid Waste Floor Rate Increases

Departments: Public Works - Solid Waste

10 minutes

(Paul Roten, Public Works Director) - This item includes consideration to increase the Solid waste fees charged by Franchisees, with Solid Waste Franchise Adjustments to Floor Rates, Surcharge Rates and Service Fees.

Recommended Action: Determine appropriate adjustments to Floor Rates, Surcharge Rates, and Service Fees, Approve proposed amendments to franchise agreements with Mammoth Disposal Company and D&S Waste Removal, Inc. adjusting the Service Fee Floors as determined by the Board. Authorize CAO to finalize and execute amendments as to each franchisee.

Fiscal Impact: There would likely be no fiscal impact related to Service Fee Floor Adjustments, as the County fee Collection is only related to tonnage of waste moved. If the surcharge fee is raised, then the amount collected would be approximately \$3,000 for every \$1.00 the fee is raised. If Franchisees raise their service fees, then such increase likely generates some proportional higher franchise fee revenue to the County.

I. Mono County Jail Update

Departments: Public Works

5 minutes

(Paul Roten, Public Works Director) - Mono County Jail update.

Recommended Action: None, informational only.

Fiscal Impact: None.

8. CLOSED SESSION

A. Closed Session - Labor Negotiations

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

Sheriffs' Association. Unrepresented employees: All.

B. Closed Session - Real Property Negotiations

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property Address: 2784 Highway 158, June Lake, CA. County Negotiator: Sandra Moberly, Tyrone Grandstrand. Negotiating Parties: Don Morton. Under Negotiation: Price, terms and conditions.

9. BOARD MEMBER REPORTS

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

A. Board Member and Board Ad Hoc Reports

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

ADJOURN



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

 Print

MEETING DATE January 7, 2025

Departments: Board of Supervisors

TIME REQUIRED 10 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD** Judge Magit

SUBJECT Swearing In of Gerald F. Mohun, Jr.
as Judge of Superior Court Judge,
Rhonda Duggan as District Two
Supervisor, Paul McFarland as
District Three Supervisor, and John
Peters as District Four Supervisor

AGENDA DESCRIPTION:

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

County officers were elected to office at the March 5, 2024, Presidential Primary Election. Pursuant to Government Code § 24200, "Except as otherwise provided, all elective county officers shall be elected at the election specified pursuant to Section 1300 of the Elections Code and take office at 12 o'clock noon on the first Monday after the January 1 succeeding their election." County officers were sworn in prior to the first Board of Supervisors meeting in January. This is the ceremonial swearing in of Gerald F. Mohun, Jr. as Judge of Superior Court, Rhonda Duggan as District Two Supervisor, Paul McFarland as District Three Supervisor, and John Peters as District Four Supervisor.

RECOMMENDED ACTION:

No Board action required. Judge Magit will administer the oaths of office.

FISCAL IMPACT:

None.

CONTACT NAME: Queenie Barnard

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

[Click to download](#)

No Attachments Available

History**Time**

12/27/2024 10:55 AM

12/23/2024 1:24 PM

12/29/2024 8:17 PM

Who

County Counsel

Finance

County Administrative Office

Approval

Yes

Yes

Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE January 7, 2025

Departments: Board of Supervisors

TIME REQUIRED 5 minutes

SUBJECT Election of New 2025 Board Chair

**PERSONS
APPEARING
BEFORE THE
BOARD**

John Peters, Outgoing Board Chair

AGENDA DESCRIPTION:

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

The outgoing Board Chair will call for nominations to elect the Chair of the Board for 2025.

RECOMMENDED ACTION:

Elect the new Chair of the Board for 2025.

FISCAL IMPACT:

None.

CONTACT NAME: Danielle Patrick

PHONE/EMAIL: 7607091093 /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

[Click to download](#)

No Attachments Available

History

Time	Who	Approval
12/27/2024 10:38 AM	County Counsel	Yes
12/23/2024 1:22 PM	Finance	Yes
12/29/2024 7:51 PM	County Administrative Office	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE January 7, 2025

Departments: Board of Supervisors

TIME REQUIRED 5 minutes

SUBJECT Election of New 2025 Vice Chair

**PERSONS
APPEARING
BEFORE THE
BOARD**

Newly Elected Board Chair

AGENDA DESCRIPTION:

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

The newly elected Board Chair will call for nominations to elect the Vice Chair of the Board for 2025.

RECOMMENDED ACTION:

Elect the new Vice Chair of the Board for 2025.

FISCAL IMPACT:

None.

CONTACT NAME: Danielle Patrick

PHONE/EMAIL: 7607091093 /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

[Click to download](#)

No Attachments Available

History

Time	Who	Approval
12/27/2024 10:39 AM	County Counsel	Yes
12/23/2024 1:22 PM	Finance	Yes
12/29/2024 7:51 PM	County Administrative Office	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE January 7, 2025

Departments: Board of Supervisors

TIME REQUIRED 5 minutes

SUBJECT Election of New 2025 Chair Pro-Tem

**PERSONS
APPEARING
BEFORE THE
BOARD**

Newly Elected Board Chair

AGENDA DESCRIPTION:

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

The newly elected Board Chair will call for nominations to elect the Chair Pro-Tem of the Board for 2025.

RECOMMENDED ACTION:

Elect the new Chair Pro-Tem of the Board for 2025.

FISCAL IMPACT:

None.

CONTACT NAME: Danielle Patrick

PHONE/EMAIL: 7607091093 /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

[Click to download](#)

No Attachments Available

History

Time	Who	Approval
12/27/2024 10:39 AM	County Counsel	Yes
12/23/2024 1:22 PM	Finance	Yes
12/29/2024 7:51 PM	County Administrative Office	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE January 7, 2025

Departments: Sheriff's Office

TIME REQUIRED

SUBJECT Inmate Welfare Fund Annual Report
Fiscal Year 2023-2024

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

California Penal Code Section 4025(e) states: The money and property deposited in the inmate welfare fund shall be expended by the sheriff primarily for the benefit, education, and welfare of the inmates confined within the jail. An itemized report of these expenditures shall be submitted annually to the Board of Supervisors.

RECOMMENDED ACTION:

Receive the Inmate Welfare Fund Annual Report for Fiscal Year 2023-2024.

FISCAL IMPACT:

None.

CONTACT NAME: Ingrid Braun

PHONE/EMAIL: 760-932-7549 / ibraun@monosheriff.org

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

Click to download

[Staff Report](#)

[Inmate Welfare Fund Report](#)

History

Time	Who	Approval
12/27/2024 10:54 AM	County Counsel	Yes
12/23/2024 1:47 PM	Finance	Yes

MONO COUNTY SHERIFF

A Commitment to Community Safety and Service



Ingrid Braun
Sheriff-Coroner

DATE: January 7, 2025

Clint Dohmen
Undersheriff

TO: The Honorable Board of Supervisors

FROM: Ingrid Braun, Sheriff-Coroner

SUBJECT: Inmate Welfare Fund Annual Report, Fiscal Year 2023-2024

BACKGROUND

California Penal Code Section 4025 (e) states:

The money and property deposited in the inmate welfare fund shall be expended by the sheriff primarily for the benefit, education, and welfare of the inmates confined within the jail. ... An itemized report of these expenditures shall be submitted annually to the board of supervisors.

DISCUSSION:

Attached is an accounting of the Inmate Welfare Fund for Fiscal Year 2023-2024. It should be noted that due to legislative changes reducing the fees charged for phone calls, this fund continues to experience a significant decrease in income.

The primary expenditures from the Inmate Welfare Fund are tablets that provide educational opportunities, commissary supplies, and television services.

FINANCIAL IMPACT:

The Inmate Welfare Fund is not part of the General Fund. Therefore, there is no financial impact.

RECOMMENDATION:

Receive the Inmate Welfare Fund Annual Report for Fiscal Year 2023-2024.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "IB 13", written over a horizontal line.

Ingrid Braun
Sheriff-Coroner

Attachment

MONO COUNTY
SHERIFF
A Commitment to Community Safety and Service



Ingrid Braun
Sheriff-Coroner

MONO COUNTY SHERIFF'S OFFICE

Clint Dohmen
Undersheriff

INMATE WELFARE FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
JULY 1, 2023 - JUNE 30, 2024

BALANCE AS OF 7/1/23 \$ 39,169.73

REVENUE

Interest Income	\$	1,232.02
Commissary Income	\$	21,394.30
Phone Card Commission	\$	1,972.10
AWP Fees	\$	1,857.50
TOTAL REVENUE	\$	26,455.92

EXPENDITURES

Commissary Supplies	\$	12,398.17
Commissary Sales Tax	\$	323.87
Phone Cards	\$	2,860.00
Communications	\$	3,015.08
Equip Maint & Repair	\$	184.31
Building /Land Maint & Repair	\$	-
Professional Services	\$	82.00
Small Tools	\$	-
Education	\$	13,383.16
Capital Equipment	\$	-
TOTAL EXPENSES	\$	32,246.59

BALANCE AS OF 6/30/24 \$ 33,379.06



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE January 7, 2025

Departments: Health and Human Services

TIME REQUIRED

SUBJECT Fish and Shellfish Advisory Signage
Grant Program

**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 Conference of Directors of Environmental Health pertaining to Fish and Shellfish Advisory Signage Grant Agreement No. D2018002.

RECOMMENDED ACTION:

Approve, and authorize the Health and Human Services Director to sign, contract with California Conference of Directors of Environmental Health for the period December 1, 2024, through May 29, 2025 and a not-to-exceed amount of \$15,000.

FISCAL IMPACT:

Grant revenue in the amount of \$15,000 and related grant expenditures in the amount of \$15,000 in the Health and Human Services Department.

CONTACT NAME: Louis Molina

PHONE/EMAIL: 760-924-1845 / lmolina@mono.ca.gov

SEND COPIES TO:

kpeterson@mono.ca.gov, sbutters@mono.ca.gov,
lmolina@mono.ca.gov

MINUTE ORDER REQUESTED:

☒ YES ☐ NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Grant Award Letter
<input type="checkbox"/> Grant Certification Form

History

Time	Who	Approval
12/27/2024 10:51 AM	County Counsel	Yes
12/26/2024 3:39 PM	Finance	Yes
12/29/2024 7:53 PM	County Administrative Office	Yes



MONO COUNTY HEALTH AND HUMAN SERVICES

Public Health Division

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: January 7, 2025

TO: Mono County Board of Supervisors

FROM: Louis Molina, Environmental Health Director

SUBJECT: **Fish And Shellfish Advisory Signage Grant**

The California Conference of Directors of Environmental Health (CCDEH) received funding through the State Water Resources Control Board (SWRCB) and has awarded Mono County Environmental Health a \$15,000 grant for purchase and installation of health warnings/advisory signage at affected Mono County waterbodies, as required by the California Office of Environmental Health Hazard Assessment (OEHHA).

Funding will be used on purchasing and installing signage at the affected waterbodies of Bridgeport Reservoir, Crowley Lake, and Topaz Lake.

Fish advisories are guidelines that recommend how often you can safely eat fish caught at the affected waterbodies. These advisories are also posted on the OEHHA website, <https://oehha.ca.gov/fish/advisories>.

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



**California Conference
of Directors of
Environmental Health**

November 30, 2024

Louis Molina, Director
Mono County EHD

SUBJECT: Award of Grant Funding Phase II for Fish Advisory Signage

Fish Advisory Project, State Water Resources Control Board (SWRCB) Grant Agreement No. D2018002

Dear EH Director/Applicant:

The California Conference of Directors of Environmental Health (CCDEH) are pleased to notify you that your application for grant funding for Fish Advisory signage has been approved.

Your jurisdiction is being awarded \$15,000.00

As this is a reimbursement program, funds will be disbursed to your jurisdiction upon completion of the project described in your application as well as full documentation and verification required under this grant program. These are:

Submit the certification form via email by December 31st, 2024. Signature Verifies the following:

- Certification that your agency has sufficient property rights and has obtained any necessary rights-of-way or approvals necessary for installation, inspection, and maintenance of funded health warnings.
- Certification that your Local Agency agrees to not sell, dispose of, or otherwise abandon maintenance of funded health warnings during their useful life, without prior approval of SWRCB.
- Local Health Officer has submitted proposed sign content to OEHHa for review before printing/fabricating signs, and local health officer has attached an email from OEHHa approving content/language of any proposed signs to be applied for under Phase II of the grant.
- Local Health Officer/Environmental Health Director has coordinated with OEHHa, the California Department of Public Health, the Department of Fish and Wildlife, the appropriate Regional Water Quality Control Board(s), and local California Native American Tribes, to identify appropriate health warning locations and signage;

- Deadline to install funded health warning signs will be within 180 days of award notification May 29, 2025
- Notify OEHHHA Fish.Advisory@OEHHHA.ca.gov and request approval before printing your signs. Email as proof of notification. It should include Waterbody, # of postings and location of each posting (latitude/longitude).
- Submittal of reimbursement requests will be required within 270 days of award notification August 27, 2025.

Grant Timeline

Announcement of award of funding to local agencies	November 30, 2024
Certification Form & OEHHHA email approval of signed content	December 31, 2024
Complete installation of signs no later than	May 29, 2025
Submit reimbursement requests to CCDEH no later then	August 27, 2025

A CCDEH Grant Phase II drop box has been set up for posting photos and invoices.

https://www.dropbox.com/scl/fo/idoq755jhhrofg2w5hn/AMew_ylj5asm6n7Hx_WTto?rlkey=jynhk2503erqfsprf7dyuqyy1&st=oe5629vd&dl=0

Installation of signage needs to be completed within one hundred and eighty (180) days of the award notification, which will be May 29, 2025. Any signage installation not completed by May 29, 2025 will be considered ineligible for grant reimbursement.

Submit the following to CCDEH after sign installation by August 27th:

- Reimbursement request cover sheet
- Reimbursement request not-to-exceed grant award amount listed above.
- Verification that signs include updated OEHHHA health warning content at <https://oehha.ca.gov/fish/advisories>
- Invoices, receipts and other documentation necessary to support incurred eligible costs.
- Latitude/longitude datum data for the locations of each funded health warnings/signs.
- Photo documentation of each installed health warnings.

As part of the work under the Grant Agreement, CCDEH will conduct random and select audits and in-field verification.

Thank you for participating in this important program designed to provide health warnings in areas of the state where contaminated fish or shellfish may be caught for human consumption.

Please do not hesitate to contact Sheryl Baldwin Sheryl@ccdeh.com or 530-676-0715 if you have any questions regarding the terms of award of grant funding outlined in this letter.

Sincerely,

Sheryl Baldwin, Manager

CCDEH • P.O. Box 2017 • Cameron Park, CA 95682-2017 • Phone (530) 676-0715 • www.ccdeh.org

Cc: CCDEH Executive Committee
Angie Noorda, SWRCB
Wes Smith, California Office of Environmental Health Hazard Assessment
Ron Browder, Chair, CCDEH Community Environmental Health Committee
Kat DeBurgh, Executive Director, HOAC
Jake Hanson, Executive Administrator, CCLHO

FISH AND SHELLFISH ADVISORY SIGNAGE GRANT PROGRAM

Local Agency Phase II Grant Funding Certification Form Due December 31, 2024

1. SUBMITTING ORGANIZATION:

2. JURISDICTION/ORGANIZATION:

3. JURISDICTION/ORGANIZATION MAILING ADDRESS:

4. NAME OF HEALTH OFFICER FOR JURISDICTION/ORGANIZATION: EMAIL, PHONE NUMBER

5. NAME OF CONTACT PERSON FOR APPLICATION EMAIL, PHONE NUMBER

6. NUMBER OF WATERBODIES YOU ARE POSTING SIGNAGE FOR?

7. NAMES OF THE WATERBODIES FOR WHICH YOU ARE POSTING SIGNAGE?

8. TOTAL GRANT FUND REQUEST AMOUNT: This amount can not exceed the approved grant amount. This amount may include cost of signage, project administration, and labor to install signage.

9. EXPECTED COMPLETION DATE:

10. **SIGNATURE TO CERTIFY COMPLIANCE WITH FOLLOWING GRANT AWARD REQUIREMENT:**

Signature of Certification:

Date:

Signature Verifies the following:

- **Certification** that your agency has sufficient property rights and has obtained any necessary rights-of-way or approvals necessary for installation, inspection, and maintenance of funded health warnings.
- **Certification** that your Local Agency agrees to not sell, dispose of, or otherwise abandon maintenance of funded health warnings during their useful life, without prior approval of SWRCB.
- Local Health Officer has submitted proposed sign content to OEHHA for review before printing/fabricating signs, and local health officer has attached an email from OEHHA approving content/language of any proposed signs to be applied for under Phase II of the grant.
- Local Health Officer/Environmental Health Director has coordinated with OEHHA, the California Department of Public Health, the Department of Fish and Wildlife, the appropriate Regional Water Quality Control Board(s), and local California Native American Tribes, to identify appropriate health warning locations and signage;
- Deadline to install funded health warning signs will be within 180 days of award notification **May 29, 2025**
- Notify OEHHA Fish.Advisory@OEHHA.ca.gov and request approval before printing your signs. Email as proof of notification. It should include Waterbody, # of postings and location of each posting (latitude/longitude).
- Submittal of reimbursement requests will be required within 270 days of award notification **August 27, 2025**
 - Include Invoices, receipts and other documentation necessary to support incurred eligible costs.
 - Latitude/longitude datum data for the locations of each funded health warnings/signs.
 - Photo documentation of installed health warnings.

Submit by email:

Sheryl Baldwin, Manager Sheryl@ccdeh.com & copy Jacob@ccdeh.com

California Conference of Directors of Environmental Health
5170 Golden Foothill Parkway #70
El Dorado Hills, CA 95762
530-676-0715
www.ccdeh.org

Timeline of Grant

Announcement of award of funding to local agencies	November 30, 2024
Certification Form & OEHHA email approval of signed content	December 31, 2024
Complete installation of signs no later than	May 29, 2025
Submit reimbursement requests to CCDEH no later than	August 27, 2025

A CCDEH Grant Phase II drop box has been set up for posting photos and invoices.

https://www.dropbox.com/scl/fo/idoq755jhhrofgey2w5hn/AMew_ylj5asm6n7Hx_WTto?rlkey=jynhk2503erqfsprf7dyuqyy1&st=oe5629vd&dl=0



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE January 7, 2025

Departments: Community Development Department

TIME REQUIRED

SUBJECT Antelope Valley Regional Planning
Advisory Committee Appointments

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Consider reappointments and new appointments to the Antelope Valley Regional Planning Advisory Committee (AV RPAC) for four-year terms.

RECOMMENDED ACTION:

Reappoint Katy Buell, Debi Bush, and John Vannoy to four-year terms on the Antelope Valley Regional Planning Advisory Committee expiring on December 31, 2028, and appoint David Casselman and Steve Wright to four-year terms expiring on December 31, 2028, as recommended by Supervisor Peters.

FISCAL IMPACT:

None.

CONTACT NAME: Erin Bauer

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

Click to download
Staff Report

History

Time	Who	Approval
12/27/2024 10:38 AM	County Counsel	Yes
12/23/2024 1:23 PM	Finance	Yes

12/29/2024 7:50 PM

County Administrative Office

Yes

MONO COUNTY

COMMUNITY DEVELOPMENT DEPARTMENT

PO Box 347
Mammoth Lakes, CA 93546
760-924-1800 phone, 924-1801 fax
commdev@mono.ca.gov

Planning Division

PO Box 8
Bridgeport, CA 93517
760-932-5420 phone, 932-5431 fax
www.monocounty.ca.gov

January 7, 2025

TO: Honorable Mono County Board of Supervisors
FROM: Erin Bauer, Planning Analyst, for John Peters, District 4 Supervisor
RE: Antelope Valley Regional Planning Advisory Committee Appointments

RECOMMENDATION

Reappoint Katy Buell, Debie Bush, and John Vannoy to four-year terms on the Antelope Valley Regional Planning Advisory Committee expiring on December 31, 2028, and appoint David Casselman and Steve Wright to four-year terms expiring on December 31, 2028, as recommended by Supervisor Peters.

FISCAL IMPACT

No fiscal impacts are expected.

DISCUSSION

The Antelope Valley Regional Planning Advisory Committee (AVRPAC) may consist of up to fifteen members. Typical terms are for four years and are staggered to facilitate smooth transitions. Current membership consists of nine members, but one is not interested in renewing her term. Six vacancies remain.

The terms for Katy Buell, Debie Bush, and John Vannoy expire on December 31, 2024. Supervisor Peters recommends their reappointment to four-year terms, and appointing David Casselman and Steve Wright to initial four-year terms, all expiring on December 31, 2028. The following summarizes the status of appointments and current RPAC membership:

Proposed reappointments to term expiring Dec. 31, 2028:

1. Katy Buell
2. Debie Bush
3. John Vannoy

Proposed appointment to term expiring Dec. 31, 2028:

1. David Casselman
2. Steve Wright

Current Members

1. Bruce Woodworth
2. Mark Langner
3. Don Morris
4. Jim Ricks
5. Sally Rosen (not seeking reappointment)

Term Expires

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

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

If you have questions regarding this matter, please contact Erin Bauer at (760) 924-4602 or ebauer@mono.ca.gov, or Supervisor Peters.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

 Print

MEETING DATE January 7, 2025

Departments: Public Works Facilities

TIME REQUIRED

SUBJECT Annex I and Annex II Carpet
Replacement

**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 Mountain Carpet, Inc, for removal of old and installation of new Carpet at the Mono County Bridgeport Campus buildings Annex I and Annex II.

RECOMMENDED ACTION:

Approve and authorize the Public Works Director to sign the "Agreement Between County of Mono and Mountain Carpet Inc. for the Provision of Carpet Replacement/Installation Services" for removal of old and installation of new Carpet at the Mono County Bridgeport Campus buildings Annex I and Annex II.

FISCAL IMPACT:

The total cost of this contract is \$199,885. An amount of \$120,000 was allocated as part of the CIP budget. The CIP budget included \$150,000 for painting of county buildings. Annex I and Annex II were painted for less than \$50,000. With the Board's approval, Public Works may use a portion of the remaining CIP Paint Budgeted funding to cover the additional funds required for the carpet replacement project. Budget adjustments may be needed to accommodate crossing fiscal years.

CONTACT NAME: Paul Roten

PHONE/EMAIL: 760-709-0427 / proten@mono.ca.gov

SEND COPIES TO:

Valentine Vega Paul Roten Eric Eilts

MINUTE ORDER REQUESTED:

☒ YES ☐ NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Carpet Contract

History**Time**

12/27/2024 10:36 AM

12/26/2024 3:30 PM

1/2/2025 9:56 AM

Who

County Counsel

Finance

County Administrative Office

Approval

Yes

Yes

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: January 7, 2025

To: Honorable Chair and Members of the Board of Supervisors

From: Paul Roten, Public Works Director, Valentine Vega, Project Manager

Re: Mono County Bridgeport Buildings - Annex I and Annex II - Carpet

Background:

The Carpet in Annex I and Annex II were both last replaced in the 1900s. The carpet in both Annex I and Annex II show significant signs of wear and tear, visible stains that cannot be removed, noticeable fading, discoloration, matting in high traffic areas, loose fibers, visible damage, uneven and bumpy surfaces. These facilities are home to offices for County Administration, Personnel, Accounting, Finance, Auditor, Assessor, Information Technologies, Public Works, Clerk and Recorder, and County Planning.

Discussion:

The carpet in both Annex I and Annex II show significant signs of wear and tear, visible stains that cannot be removed, noticeable fading, discoloration, matting in high traffic areas, loose fibers, visible damage, uneven and bumpy surfaces. These carpets are no longer providing a functional surface for workers to move across. As shown in the CIP it is time for the carpet to be replaced.

Mono County performed an informal bid process following the Mono County Public Contracting Code 3.36 requesting bids to remove and replace with new carpet in both Annex I and Annex II. Mono County received one informal bid with a bid of \$199,885. Attached is for approval is a contract, "Agreement Between County of Mono and Mountain Carpet Inc. for the Provision of Carpet Replacement/Installation Services"

The new carpet will be installed as "squares", and will be coordinated with affected departments, to minimize disruption to staff. This work is expected to move forward in February 2025, but the actual start date has yet to be negotiated between the contractor and the department heads. Public Works will continue coordination with Departments through the process, and adjust installation times as necessary.

Please contact Valentine Vega at 760.932.5446 or by email at vvega@mono.ca.gov if you have any questions regarding this project.

Respectfully submitted,

A blue ink signature of Paul Roten, written in a cursive style, is positioned above a horizontal line.

Paul Roten,
Public Works Director

attachments: Agreement Between County of Mono and Mountain Carpet Inc. for the Provision of Carpet Replacement/Installation Services

**AGREEMENT BETWEEN COUNTY OF MONO
AND MOUNTAIN CARPET INC.
FOR THE PROVISION OF CARPET REPLACEMENT/INSTALLATION SERVICES**

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as "County") may have the need for the Carpet Replacement/Installation services of Mountain Carpet, Inc. (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

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

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

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

- ☒ **Exhibit 1:** General Conditions (Construction)
- ☒ **Exhibit 2:** Prevailing Wages
- ☒ **Exhibit 3:** Bond Requirements
- ☒ **Exhibit 4:** Invoicing, Payment, and Retention
- ☐ **Exhibit 5:** Trenching Requirements
- ☐ **Exhibit 6:** Federal Contracting Provisions
- ☐ **Exhibit 7:** CDBG Requirements
- ☐ **Exhibit 8:** HIPAA Business Associate Agreement
- ☐ **Exhibit 9:** Other _____

2. TERM

The term of this Agreement shall be from October 1, 2024, to September 30, 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 \$199,885.00, not to exceed \$199,885.00 in any twelve-month period, plus the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors (hereinafter referred to as "Contract Limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

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

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

F. Federal and State Taxes.

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

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

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

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

4. WORK SCHEDULE

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

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

7. COUNTY PROPERTY

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

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

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

8. INSURANCE

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

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

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

☒ Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$500,000 per accident for bodily injury and property damage.

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

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

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

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

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

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

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

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

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

9. STATUS OF CONTRACTOR

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

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

10. DEFENSE AND INDEMNIFICATION

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

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

11. RECORDS AND AUDIT

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

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

12. NONDISCRIMINATION

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

13. TERMINATION

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

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

14. ASSIGNMENT

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

15. DEFAULT

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

16. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in Paragraph 22.

17. CONFIDENTIALITY

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

18. CONFLICTS

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

19. POST-AGREEMENT COVENANT

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

20. SEVERABILITY

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

21. FUNDING LIMITATION

The ability of County to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of Paragraph 22.

22. AMENDMENT

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

23. NOTICE

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

County of Mono:

County of Mono, Public Works
Karyn Spears or Valentine Vega
PO Box 457
Bridgeport, CA 93517
kspears@mono.ca.gov or vvega@mono.ca.gov

Contractor:

Mountain Carpet Inc.
Michele Glass, Owner
PO Box 8656
Mammoth Lakes, CA 93546
mountaincarpet@gmail.com
(760) 934-5823

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 this Agreement, a photocopy, facsimile, .pdf, or electronically scanned signatures,

including but not limited to DocuSign or similar service, shall be deemed as valid and as enforceable as an original.

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: _____
Name: Paul Roten
Title: Director of Public Works
Date: _____

CONTRACTOR:


By: Michele Glass
Michele Glass (Nov 22, 2024 16:13 PST)
Name: Michele Glass
Title: Owner
Date: 11/22/2024

APPROVED AS TO FORM:



County Counsel

APPROVED BY RISK MANAGEMENT:



Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF MONO
AND MOUNTAIN CARPET INC.
FOR THE PROVISION OF CARPET REPLACEMENT/INSTALLATION SERVICES**

TERM:

FROM: October 1, 2024 TO: September 30, 2025

SCOPE OF WORK:

Contractor will install new carpet in the Annex I and Annex II buildings in Bridgeport, CA. As directed by County, Contractor will move furniture, as necessary, remove and dispose of the old carpet, and install the new carpet.

Mono County Annex I Building

Scoreboard color - Touchdown
Total Works 1000 Adhesive
Dark Grey rubber reducers
Roppe Profile Base color Natural
Furniture Moving
Pull-Up old carpet
Install Pattern – includes cut & loops
Travel Time
Meals & Lodging
Floor Prep
Freight Charge

Mono County Annex II Building

Scoreboard color - Touchdown
Total Works 1000 Adhesive
Dark Grey rubber reducers
Roppe Profile Base color Natural
Furniture Moving
Pull-Up old carpet
Install Pattern – includes cut & loops
Travel Time
Meals & Lodging
Floor Prep
Freight Charge

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF MONO
AND MOUNTAIN CARPET INC.
FOR THE PROVISION OF CARPET REPLACEMENT/INSTALLATION SERVICES**

TERM:

FROM: October 1, 2024 TO: September 30, 2025

SCHEDULE OF FEES:

Labor - \$225.00 per hour
Travel Time - \$135.00 per day
Meals & Lodging - \$400.00 per day
Floor Prep - \$95.00 per hour

EXHIBIT 1

AGREEMENT BETWEEN THE COUNTY OF MONO AND MOUNTAIN CARPET INC. FOR THE PROVISION OF ANNEX I AND ANNEX II CARPET SERVICES

GENERAL CONDITIONS

SECTION 1. GENERAL

1.1 DEFINITIONS AND TERMS.

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

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

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

1.2 ORDER OF PRECEDENCE OF DOCUMENTS.

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

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

SECTION 2. PERFORMANCE OF WORK

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

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

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

Annex I and Annex II Staff – (760) 932 - 5440
Mono County Sheriff's Office – (760) 932 - 7549
[Click here to enter text.](#)

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

2.2 OTHER PROJECTS.

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

2.3 PROTECTION OF PROPERTY.

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

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

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

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

2.4 ENVIRONMENTAL PROTECTION.

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

2.5 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES.

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

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

2.6 ARCHAEOLOGICAL AND HISTORICAL FINDINGS.

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

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

SECTION 3. ACKNOWLEDGEMENTS, DISCLOSURES, CERTIFICATIONS AND AFFIDAVITS

3.1 DEBARMENT AND SUSPENSION CERTIFICATION

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

3.2 NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

3.3 APPLICABILITY TO SUBCONTRACTORS

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

3.4 QUARTERLY DISCLOSURES

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

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

SECTION 4. SUBCONTRACTORS

4.1 SUBCONTRACTING.

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

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

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

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

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

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

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

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

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

4.2 PERFORMANCE OF SUBCONTRACTORS

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

4.3 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS.

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

4.4 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS.

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

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

4.5 APPALACHIAN REGIONAL DEVELOPMENT ACT OF 1965.

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

SECTION 5. PROJECT IMPLEMENTATION

5.1 PRE-CONSTRUCTION CONFERENCE.

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

5.2 PROSECUTION AND PROGRESS.

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

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

5.3 ORDER OF WORK.

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

SECTION 6. PROJECT ADMINISTRATION

6.1 GENERAL.

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

Control of Work:

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

6.2 OMITTED ITEMS.

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

6.3 CONTRACTOR REPRESENTATION.

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

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

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

6.4 CONTRACTOR PERSONNEL.

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

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

6.5 METHODS AND EQUIPMENT.

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

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

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

6.6 PARTIAL PAYMENTS.

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

6.7 FINAL ACCEPTANCE.

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

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

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

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

6.8 CLAIMS FOR ADJUSTMENT AND DISPUTES.

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

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

6.9 FORCE MAJEURE.

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

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

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

6.10 WARRANTY AND GUARANTEE.

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

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

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

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

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

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

SECTION 7: TERMINATION

7.1 TERMINATION BY CONTRACTOR.

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

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

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

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

7.2 TERMINATION BY COUNTY FOR CAUSE.

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

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

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

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

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

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

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

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

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

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

7.3 TERMINATION BY COUNTY FOR CONVENIENCE.

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

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

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

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

7.4 PAYMENT ADJUSTMENT FOR TERMINATION.

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

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

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

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

SECTION 8. MATERIALS

8.1 MANUFACTURER’S SPECIFICATIONS AND RECOMMENDATIONS.

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

8.2 REFERENCE TO SPECIFICATIONS AND TRADE NAMES.

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

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

8.3 STORAGE OF MATERIALS.

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

SECTION 9. CONSTRUCTION DETAILS

9.1 ORDER OF WORK.

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

9.2 SANITARY, HEALTH, AND SAFETY PROVISIONS.

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

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

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

9.3 CONSTRUCTION SITE NUISANCE.

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

9.4 PUBLIC CONVENIENCE AND SAFETY.

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

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

9.5 HIGHWAY CONSTRUCTION EQUIPMENT.

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

9.6 PERMITS.

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

9.7 CONSTRUCTION LAYOUT AND STAKES.

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

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

9.8 TESTING AND INSPECTIONS.

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

9.9 CONTRACTOR QUALITY CONTROL.

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

9.10 INSPECTION OF THE WORK.

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

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

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

9.11 RETEST OF WORK.

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

9.12 MAINTENANCE DURING CONSTRUCTION.

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

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

SECTION 10. OPERATIONS AND SAFETY

10.1 TEMPORARY CONTRACTOR FACILITIES.

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

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

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

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

10.2 BORROW, DISPOSAL AND MATERIAL SITES.

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

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

10.3 WATER SUPPLY.

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

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

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

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

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

10.4 EXISTING FACILITIES.

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

SECTION 11. PROGRESS MEETINGS

11.1 WEEKLY PROGRESS MEETINGS.

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

11.2 ATTENDEES.

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

SECTION 14. WORK SCHEDULE AND LIQUIDATED DAMAGES

14.1 BEGINNING OF WORK AND TIME OF COMPLETION.

The Contractor shall begin work on the date provided in the Notice to Proceed issued by the Public Works Director or his designee. The work shall be diligently prosecuted to completion before the expiration of 60 WORKING DAYS beginning on the date set forth in the Notice to Proceed.

14.2 LIQUIDATED DAMAGES.

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

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

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

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

The Contractor shall pay to the County the sum of \$500 per day, as liquidated damages, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above. This sum is based on the recommended calculation located in the Caltrans Local Assistance Procedures Manual at page 12-20 available at http://www.dot.ca.gov/hq/LocalPrograms/lam/prog_p/lapmcomplete-2-2012.pdf.

14.3 BREACH.

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

SECTION 15. PROJECT CLOSEOUT

15.1 "As-Built" Drawings.

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

EXHIBIT 2

AGREEMENT BETWEEN THE COUNTY OF MONO AND MOUNTAIN CARPET INC. FOR THE PROVISION OF ANNEX I AND ANNEX II CARPET SERVICES

PREVAILING WAGES AS OF: OCTOBER 1, 2024

A. DETERMINATION

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

B. PREVAILING WAGE RATE

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

C. APPRENTICES

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

D. PENALTY FOR NON-PAYMENT OF PREVAILING WAGES

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

E. PAYROLL RECORDS

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

F. INSPECTION OF PAYROLL RECORDS

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

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

G. POST OF PREVAILING WAGES AT JOB SITE

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

H. HOURS

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

I. OVERTIME

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

J. RECORDS OF HOURS

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

K. PENALTY FOR VIOLATION OF WORK HOURS

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

L. REGISTRATION WITH DIR AND COMPLIANCE MONITORING

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

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

§ 1771. Payment of general prevailing rate

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

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

§ 1775. Penalties for violations

- (a) (1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.
- (2) (A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:
 - (i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.
 - (ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.
- (B) (i) The penalty may not be less than ten dollars (\$10) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.
- (ii) The penalty may not be less than twenty dollars (\$20) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.
- (iii) The penalty may not be less than thirty dollars (\$30) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.
- (C) When the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.
- (D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.
- (E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid

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

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

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

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

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

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

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

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

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

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

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

(f)

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 1815. Overtime

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

EXHIBIT 3

AGREEMENT BETWEEN COUNTY OF MONO AND MOUNTAIN CARPET INC. FOR THE PROVISION OF ANNEX I AND ANNEX II CARPET SERVICES

BOND REQUIREMENTS

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

SAMPLE PERFORMANCE BOND

WHEREAS, the County of Mono, acting by and through the Department of Public Works, has awarded to Contractor Mountain Carpet Inc., hereafter designated as the "Contractor", a contract for the work described as follows:

Carpet replacement in the Annex I and Annex II buildings located in Bridgeport, California

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

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

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

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

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

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

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

Contractor

Name of Surety (SEAL)

By : Attorney-in-Fact

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

APPROVED AS TO FORM:

Mono County Counsel

SAMPLE PAYMENT BOND

WHEREAS, The County of Mono, acting by and through the Department of Public Works, hereafter referred to as “Obligee”, has awarded to Contractor Mountain Carpet Inc., hereafter designated as the “Principal”, a contract for the work described as follows:

Carpet replacement in the Annex I and Annex II buildings located in Bridgeport, California

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH,

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

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

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

Dated: _____, 20 ____

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

Principal

Surety (SEAL)

By : Attorney-in-Fact

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

APPROVED AS TO FORM:

Mono County Counsel

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 14. Definitions:

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

SIGNED, SEALED, AND DATED: _____, 20__

CONTRACTOR

Company (seal)

Signature: _____

Name and Title: _____

Address: _____

SURETY

Company (seal)

Signature: _____

Name and Title: _____

Address: _____

OWNER

Mono County (seal)

Signature: _____

Name and Title: _____

Address: _____

APPROVED AS TO FORM

Mono County Counsel

EXHIBIT 4

AGREEMENT BETWEEN THE COUNTY OF MONO AND MOUNTAIN CARPET, INC. FOR THE PROVISION OF CARPET REPLACEMENT/INSTALLATION SERVICES

INVOICING, PAYMENT AND RETENTION

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

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

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

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

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



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE January 7, 2025

Departments: Public Works

TIME REQUIRED

SUBJECT Lee Vining Temporary Construction
Easement

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Provide the California Department of Transportation (CalTrans) with a Temporary Construction Easement along California Highway 395 in Lee Vining at the Mono County Road Shop Yard for construction of two new driveways, and the removal of the existing two driveways.

RECOMMENDED ACTION:

Authorize the Public Works Director, in consultation with County Counsel, to sign the easement request paperwork.

FISCAL IMPACT:

None.

CONTACT NAME: Paul Roten

PHONE/EMAIL: 760-709-0427 / proten@mono.ca.gov

SEND COPIES TO:

Paul Roten - provide full minute order, to attach to signed
Temporary Construction Easement for delivery to CalTrans.

MINUTE ORDER REQUESTED:

☒ YES ☐ NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Lee Vining Staff Report
<input type="checkbox"/> Temporary Const Easement Document

History

Time

Who

Approval

12/27/2024 10:57 AM	County Counsel	Yes
12/26/2024 3:41 PM	Finance	Yes
12/29/2024 7:59 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: January 7, 2024

To: Honorable Chair and Members of the Board of Supervisors

From: Paul Roten, Public Works Director, Valentine Vega, Project Manager

Re: Lee Vining Temporary Construction Easement

Background:

The State of California Department of Transportation (CalTrans) is working on a project to Rehabilitate Highway 395 through Lee Vining. Mono County is supporting this process. The work will include new sidewalks, lights, landscape as well as road rehabilitation. Coordinated with this work, the Lee Vining Public Utility District will replace all of their Water and Sewer lines that are located under this new work.

Discussion:

While this project is being constructed, Mono County has requested that the two existing driveways be abandoned, and two new driveways be installed at new locations for the Mono County Road Shop Yard. The location of these new driveways will improve operations, safety and storage. Also, the Proposition 68 project has been located at the south Driveway so that is no longer functional. To do the above work, CalTrans will require a Temporary Construction Easement. Attached is a temporary construction easement document prepared by CalTrans. This document has been reviewed by County Counsel and Risk Management.

Please contact Paul Roen at 760.709.0427 or by email at proten@mono.co.gov if you have any questions regarding this project.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Paul Roten", is written over a horizontal line.

Paul Roten,
Public Works Director

Attachments: Lee Vining Temporary Construction Easement

PERMIT TO ENTER AND CONSTRUCTDate: 10/07/2024

<u>09</u>	<u>MNO</u>	<u>395</u>	<u>51.6</u>
Dist	Co	Rte	Post
<u>09-37430</u>			
Exp Auth			

Mr. Ryan Dermody
District Director of Transportation
State of California Department
of Transportation
500 S.Main St.
Bishop, CA 93514

Dear Mr. Ryan Dermody

Permission is hereby granted the State, or its authorized agent, to enter upon my property as shown on the attached map for purposes of constructing two additional 30 foot-wide driveways for access to the Maintenance Yard at approximately PM 51.6 and roughly stations 152+40 Rt and 154+40 Rt. The County will handle all fencing work.

This permission is granted in consideration of the benefits which may accrue to the property located at 51596 Hwy 395 Lee Vining, CA. 93541.

This permission shall terminate upon completion of the project known as Lee Vining Rehab.

This permission is granted in consideration of the location, improvement, and construction of such highway and incidents thereto, which it is understood is required by the State of California, Department of Transportation.

The parties to this permit to enter and construct shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Parts 21 and 28 C.F.R. Section 50.3.

Further, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this permit to enter and construct.

Paul Roten

Authorized Agent

RECOMMENDED FOR APPROVAL:

By *Johathan Palmer*
Right of Way Agent

By _____
Chief, Acquisition Branch

ACCEPTED:

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By _____
District Division Chief
Right of Way



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE January 7, 2025

Departments: Finance

TIME REQUIRED

SUBJECT Annual Resolution Delegating
Investment Authority to the County
Treasurer

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Resolution delegating investment authority to the County Treasurer to invest or to reinvest funds of the County and the funds of other depositors in the County Treasury, as allowed and permitted by CA Government Code sections 53607 and 27000.1 and County Ordinance 18-08.

RECOMMENDED ACTION:

Adopt proposed resolution delegating investment authority to the County Treasurer.

FISCAL IMPACT:

None.

CONTACT NAME: Janet Dutcher, Director of Finance

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Resolution

History

Time	Who	Approval
12/27/2024 10:37 AM	County Counsel	Yes
12/26/2024 3:30 PM	Finance	Yes

12/29/2024 7:49 PM

County Administrative Office

Yes



DEPARTMENT OF FINANCE

COUNTY OF MONO

Vacant
Assistant Finance Director
Treasurer-Tax Collector

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

Kimberly Bunn
Assistant Finance Director
Auditor-Controller

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

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

Date: January 7, 2025

To: Honorable Board of Supervisors

From: Finance: Janet Dutcher

Subject:

Resolution Delegating Investment Authority to the County Treasurer

Discussion:

This agenda item requests the renewal of a resolution delegating investing authority to the County Treasurer as required and established in Ordinance 18-08 and the Government Code.

According to Government Code §53607,

“The authority of the legislative body to invest or to reinvest funds of a local agency, or to sell or exchange securities so purchased, may be delegated for a one-year period by the legislative body to the treasurer of the local agency, who shall thereafter assume full responsibility for those transactions until the delegation of authority is revoked or expires, and shall make a monthly report of those transactions to the legislative body. Subject to review, the legislative body may renew the delegation of authority pursuant to this section each year.”

Additionally, Government Code §27000.1 provides,

“Subject to Section 53607, the board of supervisors may, by ordinance, delegate to the county treasurer the authority to invest or reinvest the funds of the county and the funds of other depositors in the county treasury, pursuant to Chapter 4 (commencing with Section 53600) of Part 1 of Division 2 of Title 5. The county treasurer shall thereafter assume full responsibility for those transactions until the board of supervisors either revokes its delegation of authority, by ordinance, or decides not to renew the annual delegation, as provided in Section 53607. Nothing in this section shall limit the county treasurer’s authority pursuant to Section 53635 or 53684.”

Mono County created the Office of Director of Finance, which consolidated with the Office of County Treasurer (see Mono County Code Chapter 2.14). Accordingly, such delegation would, in effect, be to the Director of Finance as County Treasurer.



R25-__

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
DELEGATING INVESTMENT AUTHORITY TO THE COUNTY TREASURER**

WHEREAS, Government Code §§ 53607 and 27000.1 authorize the Board of Supervisors to delegate to the County Treasurer the authority to invest or reinvest the funds of the County and the funds of other depositors in the county treasury (hereinafter "investment powers"), and provide that this delegation be carried out by ordinance and subject to annual renewal by the Board; and

WHEREAS, pursuant to Government Code § 26980, Mono County has created the office of Director of Finance, which office is consolidated with the office of County Treasurer (see Mono County Code 2.14) and accordingly, delegation of investment powers to the County Treasurer is a delegation of those powers to the Director of Finance, as County Treasurer; and

WHEREAS, pursuant to Government Code § 24100 et seq., any deputy of the Finance Director has all the power and duties of the Finance Director and any deputized Assistant Finance Director would have investment powers if such powers were delegated by the Finance Director; and

WHEREAS, pursuant to 79 Ops. Cal. Atty. Gen. 88, once delegated, such authority includes the ability of the County Treasurer to contract with an investment manager further delegating discretionary authority to invest funds on deposit with the Treasurer; and

WHEREAS, on June 5, 2018, the Mono County Board of Supervisors adopted Ordinance No. ORD18-08, delegating investment authority to the County Treasurer and authorizing the annual renewals of the delegation of investment authority to the County Treasurer to be accomplished by resolution; and

WHEREAS, the Board now desires to renew its delegation of investment authority to the County Treasurer pursuant to Government Code §§ 53607 and 27000.1 for the entirety of the calendar year 2025.

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

SECTION ONE: Pursuant to Government Code §§ 53607 and 27000.1, the authority to invest or reinvest funds of the County and the funds of other depositors in the county treasury, is hereby delegated to the County Treasurer, who is the County Finance Director, for the entirety of 2025.

PASSED, APPROVED and ADOPTED this 7th day of January, 2025, by the following
vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Lynda Salcido, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE January 7, 2025

Departments: Finance

TIME REQUIRED

SUBJECT Mono County Statement of
Investment Policy

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Annual approval of the Mono County Statement of Investment Policy pursuant to Section 27133 of the CA Government Code.

RECOMMENDED ACTION:

Approve the Mono County Statement of Investment Policy, as presented or amended.

FISCAL IMPACT:

None.

CONTACT NAME: Janet Dutcher, Director of Finance

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

Click to download

[Staff Report](#)

[Investment Policy for 2025](#)

History

Time	Who	Approval
12/27/2024 10:55 AM	County Counsel	Yes
12/26/2024 3:43 PM	Finance	Yes

12/29/2024 8:02 PM

County Administrative Office

Yes



DEPARTMENT OF FINANCE

COUNTY OF MONO

Vacant
Assistant Finance Director
Treasurer-Tax Collector

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

Kimberly Bunn
Assistant Finance Director
Auditor-Controller

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

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

Date: January 7, 2025

To: Honorable Board of Supervisors

From: Janet Dutcher, Director of Finance

Subject:

Mono County Statement of Investment Policy

Discussion

The existing Statement of Investment Policy uses reference materials from the prior investment policy, the Government Finance Officers Association Best Practices and sample policy, and portions of various Counties' policies. The California Debt and Investment Advisory Commission's publication "Local Agency Investment Guidelines," found at <http://www.treasurer.ca.gov/cdiac/laig/guideline.pdf>, was also referenced. Depending on direction from the County's Treasury Oversight Committee, future versions may include recommendations from Chandler Investment Management, who onboarded as the county's investment advisor and active manager of the county's non-liquid investments.

CA Government Code section 27133 states, "In any county that establishes a county treasury oversight committee pursuant to this article, the county treasurer shall annually prepare an investment policy that will be reviewed and monitored by the county treasury oversight committee."

The attached Statement of Investment Policy is the existing policy with no change. The Treasury Oversight Committee reviewed and approved the change for submittal to the Board of Supervisors.

MONO COUNTY STATEMENT OF INVESTMENT POLICY



January 7, 2025

Table of Contents

I. Introduction	1
II. Governing Authority	1
III. Scope	1
IV. General Objectives.....	1
1. Safety.....	1
2. Liquidity.....	1
3. Yield.....	1
V. Standards of Care.....	1
1. Prudence	1
2. Ethics and Conflicts of Interest	2
3. Delegation of Authority and Responsibilities	2
VI. Authorized Financial Institutions, Depositories and Broker/Dealers	3
VII. Safekeeping and Custody	3
VIII. Authorized Investments	4
IX. Investment Parameters.....	6
X. Reporting	7
XI. Investment Pool Costs and Earnings Distribution	8
XII. Investment of Bond Proceeds.....	8
XIII. Withdrawal Requests.....	8
XIV. Terms and Conditions for Outside Investors.....	9
XV. Policy Review.....	9
APPENDIX A – Summary of Investment Limitations	
APPENDIX B – Glossary	
APPENDIX C – Temporary Constraints and Restrictions on Investments	

COUNTY OF MONO INVESTMENT POLICY

I. Introduction

The intent of the Investment Policy of the County of Mono is to define the parameters within which funds are to be managed. In methods, procedures, and practices, the policy formalizes the framework for the County's investment activities that must be exercised to ensure effective and judicious fiscal and investment management of the County's funds. The guidelines are intended to be broad enough to allow the Director of Finance to function properly within the parameters of responsibility and authority, yet specific enough to adequately safeguard the investment assets.

II. Governing Authority

The investment program shall be operated in conformance with Government Code §53601, et seq. which provides legal authorization for the investment and deposit of funds of specified local agencies and which is made applicable to counties by Government Code §53635.2.

III. Scope

The policy applies to activities of the County with regard to investing the financial assets of all funds. In addition, funds held by trustees or fiscal agents are excluded from these rules; however, all funds are subject to regulations established by the State of California.

Note that any excluded funds such as the Other Post Employment Benefit Trust Fund are covered by separate policies.

Except for funds in certain restricted and special funds, the County commingles its funds to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping and administration. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

IV. General Objectives

The primary objectives, in priority order, of investment activities shall be:

1. **Safety** – Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The goal will be to mitigate the credit risk and interest rate risk.
2. **Liquidity** – The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.
3. **Yield** – The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints of safety and liquidity needs.

V. Standards of Care

1. **Prudence** – The standard to be used by the Director of Finance/Investment Officer shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. The Finance Director acting in accordance with written procedures and this

investment policy and exercising due diligence shall be relieved of personal liability for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

The "prudent person" standard states that,

"Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."

2. **Ethics and Conflicts of Interest** – Officers and employees involved in the investment process shall refrain from personal activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. Disclosure shall be made to the governing body. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking any personal investment transactions with the same individual with whom business is conducted on behalf of the County.
3. **Delegation of Authority and Responsibilities Governing Body** – The Board of Supervisors (Board) will retain ultimate fiduciary responsibility for the portfolio. The Board will receive monthly and quarterly reports, designate investment officers and annually review the investment policy making any necessary changes by adoption.

Delegation of Authority – Pursuant to Government Code §53607, authority to invest or reinvest, or to sell or exchange securities so purchased, may be delegated for a one-year period; thereafter, the County Finance Director shall assume full responsibility for those transactions until the delegation of authority is revoked or expires, and shall make a monthly report of those transactions to the legislative body. Subject to review, the legislative body may renew the delegation of authority pursuant to this section each year.

Responsibility for the operation of the investment program shall be delegated by ordinance pursuant to Government Code §27000.1 to the Finance Director until the Board of Supervisors revokes its delegation of authority, by ordinance, or decides not to renew the annual delegation. The Finance Director shall act in accordance with established, written procedures and internal controls for the operation of the investment program consistent with this Investment Policy.

All participants in the investment process shall seek to act responsibly as custodians of the public trust.

Treasury Oversight Committee – A County Treasury Oversight Committee has been established in accordance with §27130 et seq. of the Government Code to promote public interest by involving depositors in the management of their funds. The Treasury Oversight Committee shall:

- A. Review and monitor the Investment Policy,
- B. Annually review the investments made by the County Treasury,
- C. Cause an annual audit to be conducted to determine the County Treasury's compliance with Government Code §27130 et seq., and

- D. Meet on other matters as necessary.

By statute, the County Treasury Oversight Committee has no authority to direct individual investment decisions, select individual investment advisors, brokers, or dealers, or to impinge on the day-to-day operations of the County Treasury.

Committee members may not accept any honoraria, gifts or gratuities from advisors, brokers, dealers, bankers, or other persons with whom the County Treasury conducts business, which are more than the limits imposed by State Law, or by the Fair Political Practices Commission.

Investment Advisor – The County may engage the services of one or more external investment managers to assist in the management of the entity’s investment portfolio in a manner consistent with the entity’s objectives. Such external managers may be granted discretion to purchase and sell investment securities in accordance with this Investment Policy. Such managers must be registered under the Investment Advisers Act of 1940.

VI. Authorized Financial Institutions, Depositories and Broker/Dealers

1. Financial institutions and depositories authorized to provide investment services and security broker/dealers will be selected by creditworthiness (e.g., a minimum capital requirement of \$10,000,000 and at least five years of operation). These may include “primary” dealers or regional dealers that qualify under both Government Code §53601.5 and Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule).
2. All financial institutions and broker/dealers who desire to become qualified for investment transactions shall meet the requirements of Government Code §53601.5 and, in addition, must supply the following as deemed appropriate by the Finance Director.
 - A. Audited financial statements demonstrating compliance with the state and federal capital adequacy guidelines.
 - B. Proof of Financial Industry Regulation Authority (FINRA) certification (not applicable to Certificate of Deposit counterparties).
 - C. Proof of California state registration.
 - D. Certification of having read and understood and agreeing to comply with the County’s investment policy.
 - E. Evidence of adequate insurance coverage meeting any applicable requirements of State law and otherwise deemed adequate by the Finance Director.
3. An annual review of the financial condition and registration of all qualified financial institutions and broker/dealers will be conducted by the Finance Director.

VII. Safekeeping and Custody

1. **Delivery vs. Payment** – All trades, where applicable, will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in an eligible financial institution prior to the release of funds.
2. **Safekeeping** – Pursuant to Government Code §53608, the Board delegates to the Finance Director its authority to deposit securities for safekeeping. Securities will be held by a third-party custodian meeting the requirements of Government Code §53608 or other applicable law and selected by the Finance Director. The safekeeping institution shall annually provide a

copy of their most recent report on internal controls (Statement of Auditing Standards No. 70)

3. Internal Controls – The Finance Director is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the County are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that the cost of the control should not exceed the benefits likely to be derived and that the valuation of costs and benefits requires estimates and judgments by management. The internal controls shall address the following points at a minimum:

- A. Control of collusion,
- B. Separation of transaction authority from accounting and recordkeeping,
- C. Custodial safekeeping,
- D. Avoidance of physical delivery securities,
- E. Clear delegation of authority to subordinate staff members,
- F. Written confirmation of transactions for investments and wire transfers,
- G. Dual authorization of wire transfers,
- H. Development of a wire transfer agreement with the lead bank and third-party custodian,
- I. Staff training, and
- J. Review, maintenance and monitoring of security procedures both manual and automated.

VIII. Authorized Investments

1. Investment Types – All investments shall be made in accordance with §53600 et seq. of the California Government Code and as described within this Investment Policy and summarized in Appendix A. Permitted investments under this policy shall include:

- A. **United States Treasury notes, bonds bills, or certificates of indebtedness**, or those for which the faith and credit of the United States are pledged for the payment of principal and interest. [Gov't Code §53601(b).]

There is no limitation as to the percentage of the portfolio that can be invested in this category.

- B. **Federal Agency or United States Government-Sponsored Enterprise Obligations, Participations, or other Instruments**, including those issued by or fully guaranteed as to principal and interest by Federal agencies or United States government-sponsored enterprises §53601(f) such as Fannie Mae and Freddie Mac.

There is no limitation as to the percentage of the portfolio that can be invested in this category.

- C. **State of California Notes & Bonds** registered state warrants or treasury notes of California including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the state or by a department, board, agency, or authority of the state. [Gov't Code §53601(c).]

There is no limitation as to the percentage of the portfolio that can be invested in this category.

- D. **Notes and Bonds of Other 49 States** registered treasury notes or bonds of any of the other 49 states, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the state or by a department, board, agency, or authority of that state. [Gov't Code §53601(d).]

There is no limitation as to the percentage of the portfolio that can be invested in this category.

- E. **Negotiable Certificates of Deposit (NCDs)** issued by a nationally or state chartered bank, a state or federal savings and loan association, a State or federal credit union or by a state-licensed branch of a foreign bank. [Gov't Code §53601(i).]

No more than 30% of the portfolio may be invested in NCDs

- F. **Banker's acceptances**, otherwise known as bills of exchange or time drafts that are drawn on and accepted by a commercial bank. [Gov't Code §53601(g).]

May not exceed 180 days to maturity or be more than 40% of the market value of the portfolio and no more than 30% of the County's moneys may be invested in banker's acceptances in the same bank.

- G. **Commercial paper** of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical-rating organization (NRSRO) such as Standard & Poor's or Moody's. [Gov't Code §53601(h) & §53635(a).]

Must have a maximum maturity of 270 days or less, no more than 40% of the portfolio may be invested in eligible commercial paper and no more than 10% may be invested in any one issuer's commercial paper.

- H. **Medium-term notes** include corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States and rated "A" or better by an NRSRO. [Gov't Code §53601(k).]

May not exceed 30% of the portfolio may be invested in medium-term notes.

- I. **Reverse repurchase agreements** whose underlying purchased securities consist of the aforementioned instruments, subject to all the conditions set forth in Government Code §53601(j)(3).

May not exceed 20% of the base value of the portfolio and no agreement may exceed 92 days.

- J. **Money market mutual funds** – shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment company Act of 1940 (15 U.S.C. §80a-1 et seq. [Gov't Code §53601(l).]

No more than 20% of the portfolio may be invested in money market funds.

- K. **Local Agency Investment Fund** – established by the State Treasurer for the benefit of local agencies. [Gov't Code §16429.1.]

No more than \$75 million may be invested in LAIF (LAIF rules)

- L. **California Asset Management Program (CAMP)**. Shares in a California common law trust established pursuant to Title 1, Division 7, Chapter 5 of the Government Code of

the State of California which invests exclusively in investments permitted by §53601 of the Government Code as it may be amended. [Gov't Code §53601(p).]

No more than 30% of the portfolio may be invested in the California Asset Management Program

M. **Commercial or Savings Bank, Savings and Loan or Credit Union** may be used to invest surplus funds up to 30% of the portfolio pursuant to §§53601.8 and 53635.8 of the Government Code.

No more than 10% can be invested in any one institution.

N. **Bonds, notes, warrants or other evidences of indebtedness** of a local agency within the State of California, including local agencies formed within Mono County. [Gov't Code §53601(e).]

May not exceed 5 years to maturity. All investments with local agencies formed within Mono County must be pre-approved by the Board of Supervisors.

O. **Supranationals** – United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States and rated AA or better by an NRSRO. [Gov't Code §53601(q).]

No more than 30% may be invested in supranationals

2. **Collateralization** – Where allowed by state law, full collateralization will be required on all demand deposit accounts, including checking accounts and non-negotiable certificates of deposit. Repurchase agreements will be collateralized at 102 percent.

IX. Investment Parameters

1. **Mitigating Credit Risk in the portfolio** – Credit risk is the risk that a security or a portfolio will lose some or all of its value due to a real or perceived change in the ability of the issuer to repay its debt. The County shall mitigate credit risk by adopting the following:

Diversification – The investments will be diversified by

- i. Limiting investments to avoid overconcentration in securities from a specific issuer or business sector (excluding U.S. Treasury securities),
- ii. Limiting investment in securities that have higher credit risks,
- iii. Investing in securities with varying maturities, and
- iv. Continuously investing a portion of the portfolio in readily available funds such as local government investment pools, money market funds or overnight repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

Due to fluctuations in the aggregate surplus funds balance, maximum percentages for a particular issuer or investment type may be exceeded at a point in time subsequent to the purchase of a particular issuer or investment type. Securities need not be liquidated to realign the portfolio; however, consideration should be given to this matter when future purchases are made to ensure that appropriate diversification is maintained.

2. *Mitigating Market Risk in the portfolio* – Market risk is the risk that the portfolio value will fluctuate due to changes in the general level of interest rates. The County recognizes that, over time, longer-term/core portfolios have the potential to achieve higher returns. On the other hand, longer-term portfolios have higher volatility of return. The County shall mitigate market risk by providing adequate liquidity for short-term cash needs, and by making longer-term investments only with funds that are not needed for current cash flow purposes. The County further recognizes that certain types of securities, including variable rate securities, securities with principal pay downs prior to maturity, and securities with embedded options, will affect the market risk profile of the portfolio differently in different interest rate environments. The County, therefore, adopts the following strategies to control and mitigate market risk:

- i. The County shall maintain a minimum of three months of budgeted operating expenditures in short term investments to provide sufficient liquidity for expected disbursements,
- ii. The maximum percentage of callable Agency Bonds or Certificate of Deposits in the portfolio shall be 30%,
- iii. The maximum stated final maturity of individual securities in the portfolio shall be five years, except as otherwise stated in this policy,
- iv. Liquidity funds will be held in LAIF, CAMP or money market instruments maturing one year and shorter,
- v. Longer term/Core funds will be defined as the funds in excess of liquidity requirements. The investments in this portion of the portfolio will have maturities between 1 day and 5 years and will be only invested in higher quality and liquid securities.
- vi. It is recommended that the Weighted Average Maturity of the portfolio not exceed 24 months (730 Days) or such shorter dollar-weighted average maturity as may be required by State law. Securities need not be liquidated to realign the portfolio; however, consideration should be given to this matter when future purchases are made to ensure that the appropriate Weighted Average Maturity is maintained.

X. Reporting

1. The Finance Director shall provide quarterly investment reports to the Board of Supervisors within 45 days following the end of the quarter covered by the report. These reports shall include the following investment information as required by Government Code §53646(b):
 - A. The type of investment, issuer, date of maturity, par and dollar amount invested in all securities, investments and moneys held in the County Treasury,
 - B. Market value as of the date of the report and the source of this valuation,
 - C. The weighted average maturity of the investments within the Treasury,
 - D. Distribution by type of investment,
 - E. A description of all the County's funds and investments that are under the management of contracted parties,
 - F. A statement of compliance of the portfolio to this Statement of Investment Policy or manner in which the portfolio is not in compliance, and

- G. A statement denoting the ability of the County to meet its pool's expenditure requirements for the next six months, or provide an explanation as to why sufficient money shall, or may, not be available.
2. The Treasury Oversight committee shall cause an annual audit to be conducted to determine the county treasury's compliance with Chapter 5, Article 6 (§27130-§27137) of the Government Code and this Statement of Investment Policy.

XI. Investment Pool Costs and Earnings Distribution

Costs directly related to the operation and management of the investment pool shall be deducted quarterly directly from net interest earnings prior to the distribution of interest earnings for the quarter. Pool costs include, but are not limited to, staff time, investment tracking costs, brokerage costs, and treasury pool audit costs.

Interest earnings shall be allocated quarterly according to each fund's average daily cash balances as a percentage of the total investment pool. Earnings shall be the net of received interest, amortized premiums, accreted discounts and profit or loss on the sale of trade of a security attributable to the quarter being apportioned, plus adjustments from prior quarters. The interest shall be apportioned as of the last day of the quarter and added to each participating fund's balance in the pooled investment fund.

XII. Investing of Bond Proceeds

The County Treasurer shall invest bond proceeds using the standards of this Investment Policy. The bond proceeds will be invested in securities permitted by the bond documents. If the bond documents are silent, the bond proceeds will be invested in securities permitted by this Policy.

XIII. Withdrawal Requests

1. Regular Operation

The County Finance Director seeks to honor all written withdrawal requests for regular operating purposes that are approved by the County Auditor- Controller's Office in a timely fashion. However, the County Finance Director recognizes that occasionally the Pool Participants may request large amounts in withdrawals to cover unexpected operational needs. To accommodate such withdrawals and allow for adequate time for adjustments to the liquidity position of the Pool, the County Finance Director expects all Pool Participants to submit their written requests within the following timeframes:

- A. Withdrawals up to \$2 million – 3 business days in advance of disbursement
- B. Withdrawals above \$2 million – 5 business days in advance of disbursement and in no case can more than \$5 million dollars be withdrawn in a single business day

Extraordinary withdrawal requests are considered withdrawals outside the normal cash-flow patterns of a Pool Participant. For any withdrawal considered extraordinary, the Finance Director shall evaluate the effect of the proposed withdrawal on the stability and predictability of the investments in the County treasury. In the event that the Finance Director must liquidate investments in order to honor the withdrawal request, the Pool Participant who requests the withdrawal shall be subject to all expenses associated with the liquidation,

including, but not limited to loss of principal and interest income, withdrawal penalties, and associated fees.

2. Investing or Depositing Funds Outside the Pool

Any entity that seeks to withdraw funds for the purpose of investing or depositing those funds outside the county treasury pool, shall first submit the request for withdrawal to the Finance Director who shall evaluate the effect of the proposed withdrawal on the stability and predictability of the investments in the county treasury. Prior to approval, the Finance Director shall find that the proposed withdrawal will not adversely affect the interests of the other depositors in the pool (Government Code §27136). If it is necessary to liquidate securities, all losses occurring from the sale of a security prior to its maturity shall be borne by the entity wishing to withdraw funds.

XIV. Terms and Conditions for Outside Investors

Outside local agencies, where the County Finance Director does not serve as the agency's treasurer, may invest in Mono County's Investment Pool as permitted by Government Code §53684. Deposits are subject to the consent of the County Finance Director. The local agency legislative body must approve the county investment pool as an authorized investment. If the County Finance Director deems appropriate, the deposits may be returned at any time.

XV. Policy Review

This investment policy shall be reviewed at least annually to ensure its consistency with the overall objectives of preservation of principal liquidity, rate of return and its relevance to current law and financial and economic trends.

SUMMARY OF INVESTMENT LIMITATIONS					
Investment Type	Government Code Reference	Limit ¹ Per Investment Type(s)	Limit ¹ Per Institution	Minimum ² Ratings	Maxium ² Allowable Maturity
United States Treasuries	§53601 (b)	None	None	None	5 years
United States Federal Agencies & Government-Sponsored Enterprises	§53601 (f)	None	None	None	5 years
State of California Notes & Bonds	§53601 (c) & 53601 (e)	None	None	None	5 years
Notes & Bonds of Other 49 States	§53601 (d)	None	None	None	5 years
California Local Agency Debt	§53601 (a), (c) & (e)	None	None	None	5 years
Medium-Term Notes	§53601 (k)	30%	None	A	5 years
Negotiable Certificates of Deposit	§53601 (i)	30%	None	N/A	5 years
Bankers Acceptances	§53601 (g)	40%	30%	A-1	180 days
Commercial Paper	§53601 (h) & 53635 (a)	40%	10%	A-1 (short) A (long)	270 days
Reverse Repurchase Agreements	§53601 (j)	20%	None	Primary Dealer	92 days
Local Agency Investment Fund (LAIF)	§16429.1	N/A	N/A	N/A	N/A
California Asset Management Program (CAMP)	§53601(p)	N/A	N/A	N/A	N/A
Money Market Mutual Funds	§53601(l)	20%	10%	AAA	N/A
Commercial or Savings Bank, Savings and Loan or Credit Union	§53601.8 & 53635.8	30%	10%	N/A	N/A
Supranationals	§53601(q)	30%	N/A	AA	5 years

¹ Based on total of surplus funds at the time the investment decision is made.

² At the time of purchase.

GLOSSARY

Accreted Discount – The increase in the value of a discounted instrument as time passes and it approaches maturity. The value of the instrument will accrete (grow) at the interest rate implied by the discounted issuance price, the value at maturity and the term to maturity.

Accrued Interest – Interest that has accumulated by has not yet been paid from the most recent interest payment date or issue date to a certain date.

Amortization – The reduction of debt through regular payment of principal scheduled to complete repayment by maturity. Usually the payment of interest is incorporated to compensate the lender over the life of the debt.

Bankers' Acceptance – A time bill of exchange drawn on and accepted by a commercial bank to finance the exchange of goods. When a bank “accepts” such a bill, the time draft becomes, in effect, a predated, certified check payable to the bearer at some future specified date. Little risk is involved for the investor because the commercial bank assumes primary liability once the draft is accepted.

Basis point – One basis point is equal to 1/100 of 1%. For example, if interest rates increase from 4.25% to 4.5%, the difference is referred to as a 25-basis-point increase.

Book Value – The value of a security as carried in the records of an investor. Generally, this is the initial outlay for the investment and may be net or gross of expenses such as trading costs, services charges, etc.

Bond – A debt investment in which an investor loans money to an entity (corporate or governmental) that borrows the funds for a defined period of time at a fixed interest rate. Bonds are used by companies, municipalities, states and U.S. and foreign governments to finance a variety of projects and activities.

Broker/Dealer – Any person engaged in the business of effecting transactions in securities in this state for the account of others or for his/her own account. Broker/Dealer also includes a person engaged in the regular business of issuing or guaranteeing options with regard to securities not of his/her own issue.

Commercial Paper – Short-term, unsecured promissory note issued in either registered or bearer form and usually backed by a line of credit with a bank. Maturities do not exceed 270 days and generally average 30 – 45 days.

Coupon Rate – The interest rate stated on a bond when it is issued. The coupon is typically paid semi-annually.

Current Yield – The annual income (interest or dividends) divided by the current price of the security. Since the mathematical calculation relies on the current market value rather than the investor's cost, current yield is unrelated to the actual return the investor will earn if the security is held to maturity.

CUSIP Numbers – An acronym for Committee on Uniform Security Identification Procedures, CUSIP numbers are identification numbers assigned to each maturity of a security issue and usually printed on the face of each individual security in the issue. The CUSIP numbers are intended to facilitate identification and clearance of securities.

Debt Instrument – An instrument or promissory note which evidences and documents the terms of the loaning of funds from one party to another. Typically, the instrument contains the loan date, the maturity date, the repayment provisions, and the interest rate of the borrowing.

Default – The failure to pay debt obligations as agreed in the terms of the debt

Discount – The condition of the price of a bond that is lower than par. The discount equals the difference between the price paid for a security and the security's par value.

Earnings Apportionment – The quarterly interest distribution to the Pool participants.

Fair Value – The amount at which an investment could be exchanged in a current transaction between willing parties, other than a forced or liquidation sale.

Fannie Mae (FNMA, Federal National Mortgage Association) – A government-sponsored enterprise (GSE) that was created in 1938 to expand the flow of mortgage money by creating a secondary mortgage market. Fannie Mae is a publicly traded company which operates under a congressional charter that directs Fannie Mae to channel its efforts into increasing the availability and affordability of homeownership for low-, moderate-, and middle-income Americans.

Federal Government Agency – Debt issued by government sponsored entities (GSE) to facilitate various types of lending. For example, the Federal Farm Credit Bank provides funds to farmers and FNMA provides funds to the real estate mortgage markets.

Freddie Mac (FHLMC, Federal Home Loan Mortgage Corp.) – A stockholder owned government sponsored enterprise (GSE) chartered by Congress in 1970 to keep money flowing to mortgage lenders in support of homeownership and rental housing for middle-income Americans. The FHLMC purchases, guarantees and securitizes mortgages to form mortgage-backed securities. The mortgage-backed securities that it issues tend to be very liquid and carry a credit rating close to that of U.S. Treasuries.

Government-Sponsored Enterprise (GSE) – Privately held corporations with public purposes created by the U.S. Congress to reduce the cost of capital for the certain borrowing sectors of the economy. Members of these sectors include students, farmers and homeowners.

Local Agency Investment Fund (LAIF) – The State of California investment pool in which money of local agencies is pooled as a method for managing and investing local funds.

Market Value – The price at which a security is trading and could presumably be purchased or sold.

Maturity – The date upon which the principal of a security becomes due and payable to the holder.

Money Market Mutual Fund – A mutual fund with investments directed in short-term money market instruments only, which can be withdrawn daily without penalty

Par Value – The face value of a bond. Par value is important for a bond or fixed-income instrument because it determines its maturity value as well as the dollar value of coupon payments.

Premium – The condition of the price of a bond that is higher than par. The premium equals the difference between the price paid for a security and the security's par value.

Principal – The face amount of a security not taking into account discounts or premiums. The amount borrowed or the amount still owed on a loan, separate from interest.

Repurchase Agreement (Repo) – A form of short-term borrowing for dealers in government securities. The dealer sells the government securities to investors, usually on an overnight basis, and buys them back the following day. For the party selling the security (and agreeing to repurchase it in the future) it is a repo; for the party on the other end of the transaction, (buying the security and agreeing to sell in the future) it is a reverse repurchase agreement.

Reverse Repurchase Agreement – The purchase of securities with the agreement to sell them at a higher price at a specific future date.

Registered Warrants – A “promise to pay” with interest, that is issued by the State of California when there is not enough cash to meet all of the State's payment obligations.

Settlement Date – The date on which the purchase or sale of securities is executed. For example, in a purchase transaction, the day the securities are physically delivered or wired to the buyer in exchange for cash is the settlement date.

Supranational Bonds – These bonds are issued when two or more central governments issue foreign bonds to promote economic development for the member countries. These include bonds issued by the International Bank for Reconstruction and Development, or World Bank, and the International American Development Bank.

Trade Date – The date and time corresponding to an investor's commitment to buy or sell a security.

U.S. Treasury Obligation – Direct obligations of the United States Treasury whose payment is guaranteed by the United States of America.

Weighted Average Maturity (WAM) - The weighted average of the time until all securities in a portfolio mature.

TEMPORARY CONSTRAINTS AND RESTRICTIONS ON INVESTMENTS

1. County of Mono restricts the purchase of any retail products issued by Wells Fargo and Deutsche Bank from January 1, 2021 until December 31, 2025.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE January 7, 2025

Departments: Board of Supervisors, Sponsored by Supervisor Duggan

TIME REQUIRED 5 minutes

PERSONS Supervisor Duggan

SUBJECT Letter of Support - Coyote Springs Ranch Project

**APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Mono County letter of support for the Eastern Sierra Land Trust, Coyote Springs Ranch Project. The goal of the project is to place a conservation easement on the property to protect its valuable grazing resources and wildlife habitat.

RECOMMENDED ACTION:

Approve the support letter and approve the Board Chair to execute letter on behalf of the County.

FISCAL IMPACT:

None.

CONTACT NAME: Danielle Patrick

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

Click to download
Letter of Support
Overview
Location Map for Coyote Springs Ranch Project

History

Time

12/27/2024 10:57 AM

Who

County Counsel

Approval

Yes

12/23/2024 1:24 PM

Finance

Yes

12/29/2024 8:16 PM

County Administrative Office

Yes



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

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5530

BOS@mono.ca.gov

Queenie Barnard, Clerk of the Board

January 7, 2025

Re: Support for Agricultural Easement Program funding for Coyote Springs Ranch Conservation Easement

To Whom It May Concern:

On behalf of Mono County, we would like to express our strong support for Eastern Sierra Land Trust's (ESLT) pursuit of acquisition funding for a conservation easement on the ~860-acre Coyote Springs Ranch in the Tri-Valley of Mono County.

Coyote Springs Ranch is one of the largest tracts of private grazing land in the Tri-Valley and is surrounded by public lands managed primarily by the Bureau of Land Management. This critical piece of property provides ample forage for livestock and valuable habitat for wildlife (ie. mule deer, antelope, coyotes, migratory birds, and fish). The property also contains a wealth of water resources which are vital for sustaining agricultural operations and wildlife conservation. The ranch is part of the Bi-State greater sage-grouse habitat, and the good stewardship of the operation enhances this sagebrush habitat's connectivity.

Private ranchlands in Mono County are increasingly at risk of conversion to non-ranch uses, and this particular property is under pressure from both subdivision development and water export. Maintaining the resource base of our region is crucial to preserving both its agricultural heritage and ecological integrity.

We support an agricultural conservation easement on the Coyote Springs Ranch. The owners have shown their commitment to conservation-focused agriculture that serves our communities. Keeping this land in private ownership and protected forever will serve the economy, the community, and the ecosystems of [Region you are representing].

Yours sincerely,

Lynda Salcido, Board Chair

CC: Eastern Sierra Land Trust

General Project Overview:

Coyote Springs Ranch is a 860 acre family owned and operated cattle ranch located in the Tri-Valley of Mono County, California. Just southwest of the Nevada border, the property is characterized by alkali sagebrush shrublands interspersed with native perennial grasses with valuable water resources (ie. perennial streams, ephemeral springs, and ponds). These uniquely abundant water sources allow for intentional livestock rotation while supporting wildlife (ie. mule deer, antelope, coyotes, fish, migratory birds). The Eastern Sierra Land Trust is currently seeking funding to place a conservation easement on the property to preserve its agricultural, cultural, water, and wildlife resources in perpetuity. Under this easement, the landowners would reserve rights to continue farming and ranching on this land, but eliminate the threat of any further subdivision or commercial development.

The development pressure to Coyote Springs is two-fold: For one, the ranch is part of the 6.5% of private land that makes up Mono County, and is zoned to allow parcels as small as 2.5 acres. Urbanization pressure in the area (South Mono PMU) has been identified as a moderate threat under the bi-state sage grouse action plan, and there have already been attempts to subdivide on the property. Beyond land area and habitat, placement of a conservation easement on Coyote Springs Ranch will also bind the water rights associated with the property in trust. The ranch's springs have been exploited in the past, at one point shipping 240,000 gallons of water out of the Eastern Sierra for bottling. While the current owners have stopped all commercial water export from the property, large companies like Sparklettes and Arrowhead continue to approach them with multi-million dollar offers for land and water rights. As drought and water scarcity become more prevalent throughout the state, the pressure to sell will likely continue to rise.

The current landowners want to keep the ranch open space for grazing livestock and wildlife in perpetuity. The Phillips family have been in the area for 17 years, and have re-built the ranch from a 30-head herd to a commercially viable operation which includes one pivot-irrigated alfalfa field and a lease on the adjacent 35,000 acre BLM allotment. Jarret Phillips, an enrolled member of the Cherokee Talequah nation, owns the ranch with his wife Amy, and they intend to pass it on to their children who have grown up on the property. If awarded ACEP-ALE funding, ESLT will work with the landowners to develop a formalized succession plan and long term management plan of the operation.

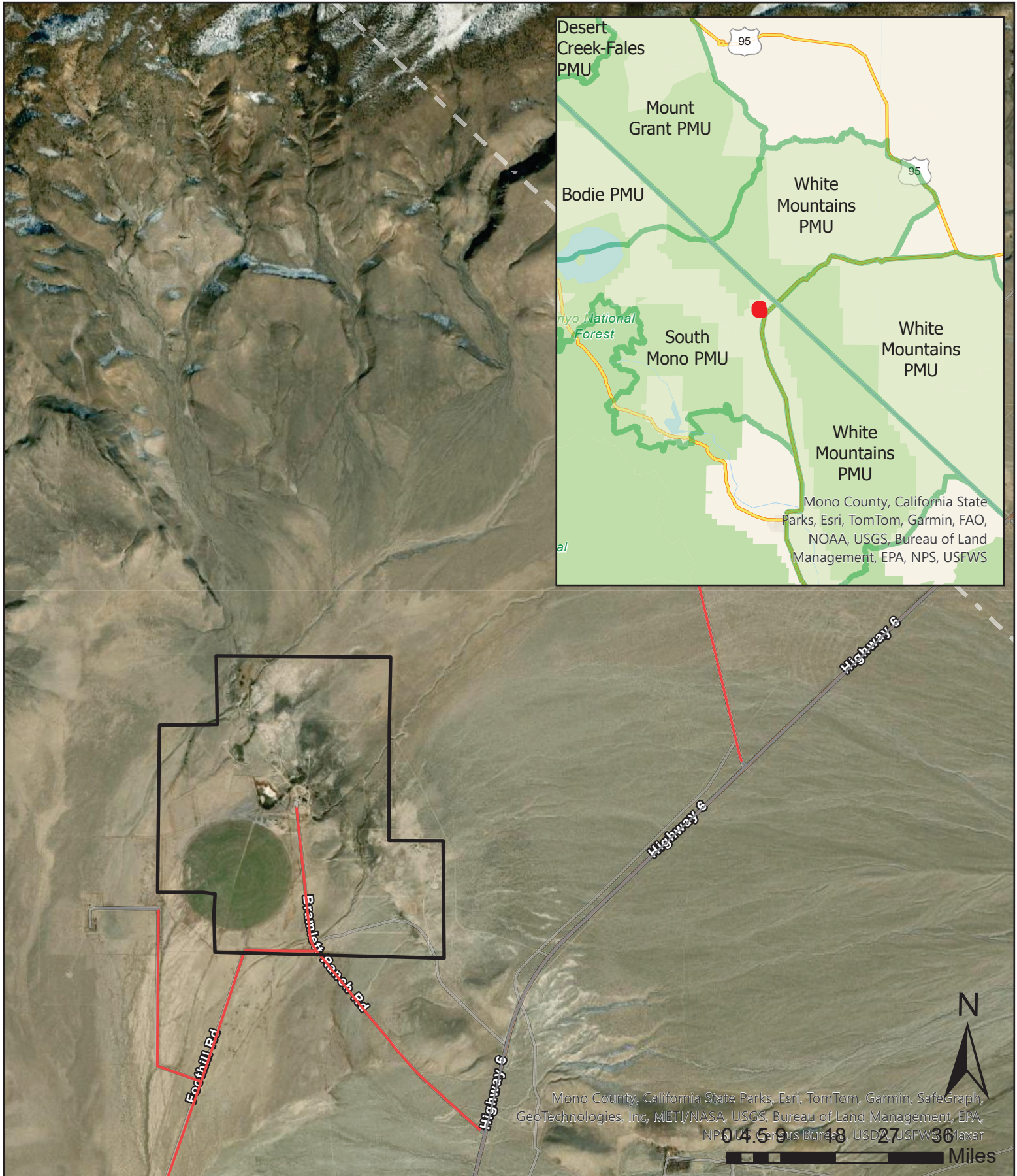
The Eastern Sierra Land Trust has protected 23,105 acres of working lands and wildlife habitat to date in a service area largely dominated by public land and semi-public lands. The land trust has successfully placed 11 conservation easements on working farms and ranches since 2005, largely through NRCS funding sources such as ACEP-ALE and RCPP.

Date: 12/16/2024
Customer(s): Jarret Phillips
Approximate Acreage: 859.29
Location Information: T1S R32E S06-07

Coyote Springs Location Map



Field Office: Bishop Service Center
County, State: Mono, CA
Assisted By: Ziani Paiz
Agency: USDA-NRCS





OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE January 7, 2025

Departments: County Administrative Office

TIME REQUIRED 5 minutes

SUBJECT Letter Regarding Board Commitment
to Maintain Mono Lake Water Levels

**PERSONS
APPEARING
BEFORE THE
BOARD**

Sandra Moberly, County
Administrative Officer

AGENDA DESCRIPTION:

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

Letter to the Los Angeles Department of Water and Power advocating for maintaining Mono Lake water levels and requesting a meeting to discuss recent policy changes regarding lake water levels.

RECOMMENDED ACTION:

Review the draft letter and provide comments/revisions as needed.

FISCAL IMPACT:

None.

CONTACT NAME: Sandra Moberly

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

Click to download

[Draft Letter](#)

History

Time	Who	Approval
12/31/2024 2:29 PM	County Counsel	Yes
1/2/2025 9:24 AM	Finance	Yes
1/2/2025 10:03 AM	County Administrative Office	Yes



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

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5530

BOS@mono.ca.gov

Queenie Barnard, Clerk of the Board

January 7, 2025

Los Angeles Department of Water and Power
111 North Hope Street
Los Angeles, CA 90012

Subject: Commitment to Maintaining Mono Lake Levels

To Whom it May Concern:

The Mono County Board of Supervisors is deeply concerned about the recent decision by the Los Angeles Department of Water and Power (LADWP) to increase water exports from the Mono Basin. This action appears to reverse previous commitments to voluntarily limit water diversions from Mono Basin streams and to collaborate on restoring Mono Lake to sustain its ecological health.

Mono Lake is a vital ecological and cultural resource, supporting diverse wildlife and contributing significantly to the environmental and economic health of our region. The lake's water levels are crucial for the survival of species such as the California gull and for the overall ecological balance. Lowering the lake level increases salinity, disrupts habitats, and exposes lakebed dust that can degrade air quality, adversely affecting both the environment and public health.

We urge LADWP to reconsider its recent decision and to honor its previous commitments to Mono Lake's restoration and preservation. We advocate for a collaborative approach that balances Los Angeles's water needs with the imperative to protect and sustain Mono Lake for future generations.

The Mono County Board of Supervisors remains steadfast in its commitment to maintaining and enhancing the health of Mono Lake. We are prepared to work closely with LADWP, the Mono Lake Committee, the Kootzaduka'a tribe and other stakeholders to develop sustainable water management practices that ensure the lake's ecological integrity while addressing regional water requirements.

We request a meeting with LADWP representatives to discuss this matter further and to explore mutually beneficial solutions. Please contact our office at your earliest convenience to schedule this discussion.

Thank you for your attention to this critical issue. We look forward to your prompt response and to working together to protect Mono Lake.

Sincerely,

Lynda Salcido
Board Chair
Mono County Board of Supervisors

Cc: Mono Lake Committee
Karen Bass, Los Angeles Mayor



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE January 7, 2025

Departments: County Administrative Office

TIME REQUIRED 10 minutes

SUBJECT Adoption of 2024 Salary Survey -
Mono County Public Employees
(MCPE)

**PERSONS
APPEARING
BEFORE THE
BOARD**

Mary Snyder, Special Projects

AGENDA DESCRIPTION:

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

Proposed resolution adopting the salary survey with Local 39/Mono County Public Employees, effective January 5, 2025, and making corresponding changes to the allocation list.

RECOMMENDED ACTION:

Adopt proposed resolution. Provide any desired direction to staff.

FISCAL IMPACT:

As recommended, the fiscal impact for the remainder of fiscal year (FY) 2024-25 is \$47,134, and for a full fiscal year is \$94,268, exclusive of future cost of living increases. The calculated fiscal impact excludes unallocated and vacant positions. The budgetary implications only affect the Health and Human Services department, and these increases were not included in the FY 2024-25 adopted budget.

CONTACT NAME: Mary Snyder

PHONE/EMAIL: / msnyder@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☒ YES ☐ NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Salary Survey Staff Report
<input type="checkbox"/> Resolution
<input type="checkbox"/> Report

History

Time	Who	Approval
12/31/2024 2:30 PM	County Counsel	Yes
1/2/2025 11:33 AM	Finance	Yes
1/2/2025 7:01 PM	County Administrative Office	Yes



COUNTY ADMINISTRATIVE OFFICER
COUNTY OF MONO
Sandra Moberly, MPA, AICP

ASSISTANT COUNTY ADMINISTRATIVE OFFICER
Christine Bouchard

BOARD OF SUPERVISORS

CHAIR

Lynda Salcido / District 5

VICE CHAIR

Jennifer Kreitz / District 1

Rhonda Duggan / District 2

Paul McFarland / District 3

John Peters / District 4

COUNTY DEPARTMENTS

ASSESSOR

Hon. Barry Beck

DISTRICT ATTORNEY

Hon. David Anderson

SHERIFF / CORONER

Hon. Ingrid Braun

BEHAVIORAL HEALTH

Robin Roberts

COMMUNITY DEVELOPMENT

Wendy Sugimura

COUNTY CLERK-RECORDER

Queenie Barnard

COUNTY COUNSEL

Chris Beck

ECONOMIC DEVELOPMENT

Liz Grans

EMERGENCY MEDICAL

SERVICES

Bryan Bullock

FINANCE

Janet Dutcher, DPA, MPA,

CGFM, CPA

HEALTH AND HUMAN

SERVICES

Kathryn Peterson

INFORMATION

TECHNOLOGY

Mike Martinez

PROBATION

Karin Humiston

PUBLIC WORKS

Paul Roten

To: Mono County Board of Supervisors

From: Mary Snyder, Special Projects

Date: January 7, 2025

Re: Adoption of Salary Survey for Local 39/Mono County Public Employees

Strategic Plan Focus Area(s) Met

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

☐ Sustainable Public Lands ☒ Workforce & Operational Excellence

Discussion

On December 12, 2023, the Board approved a three-year Memorandum of Understanding (MOU) with Local 39/Mono County Public Employees (MCPE). As part of this agreement, the County committed to completing a compensation study for implementation in the first full pay period of 2025.

To support this process, staff collected publicly available data to identify the most comparable counties. Eighteen counties were selected and surveyed, focusing on benchmark positions comparable to those in Mono County.

The results showed that two benchmark positions were below market, affecting 12 allocated positions. All other benchmark positions were above market, and positions tied to these benchmarks will not receive adjustments.

The attached document provides a summary of the results, detailed survey data, and information on the methodology and data used to select comparable agencies.



R25-__

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
THE COUNTY OF MONO AUTHORIZING CHANGES TO
THE POSITION ALLOCATION LIST AS PART OF
IMPLEMENTATION OF A SALARY SURVEY WITH
LOCAL 39 MONO COUNTY PUBLIC EMPLOYEES
(MCPE)**

WHEREAS, the Board, after negotiations and ratification by MCPE, adopted a Memorandum of Understanding for MCPE on December 12, 2023; and

WHEREAS, as part of that MOU the County committed to completing a compensation study, to be implemented in the first full pay period in 2025; and

WHEREAS, the study has been completed; and

WHEREAS, the study results indicate that some positions should be placed at higher salary ranges;

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

SECTION ONE: The Board adopts the compensation study as presented; and

SECTION TWO: The Board directs Human Resources to make the following changes to the position allocation list

Position Title	# of allocated positions	Old Range	New Range
Community Health Outreach Specialist	2	63	68
Community Health Program Coordinator I/II	1	70/75	75/80
Emergency Preparedness Manager	1	75	80
Environmental Health Specialist I/II/III	3	66/70/74	67/71/75

Epidemiologist	1	82	87
Health Program Manager-RN-ASN/PHN-BSN	1	80/82	85/87
Licensed Vocational Nurse		70	75
Public Health Nursing Professional (part-time, extra help	3	82	87

SECTION THREE: These changes will be effective January 5, 2025.

PASSED, APPROVED and **ADOPTED** this ___ day of ___, 2025, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Lynda Salcido, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

2024 Compensation Survey

Mono County Public Employees-Local 39

Conducted by: Mary Snyder

December 1, 2024

Executive Summary

As part of the Memorandum of Understanding approved between Mono County and the International Union of Operating Engineers, Stationary Local 39, AFL-CIO exclusively representing the Mono County Public Employees (MCPE) on December 12, 2023, the County committed to conducting a salary survey for implementation in the first full pay period in January 2025. The County assigned completion of the survey to retired annuitant Mary Snyder.

After analyzing data to identify the public agencies most similar to Mono County, the County selected 18 jurisdictions to use as comparable agencies. The County also chose to use benchmark positions, rather than surveying all positions, in order to maintain internal equity. The data used to identify the comparable agencies was shared with MCPE and Local 39, and they had no feedback.

The survey compared salaries, based on a 40 hour week, employer contributions to pension and healthcare, and paid time off rates. Mono County's contribution to healthcare and the paid time off accrual rates were within the normal range for the comparable agencies, and were therefore not factored into the survey results. However, based on employee-cost sharing Mono County implemented in 2024 for MCPE, the salaries for all of the comparable agencies were adjusted higher to account for those jurisdictions paying between 3% and 3.75% more for pension.

The survey results (table 1) in two benchmarks, and the corresponding positions being under market and eligible for increases. These benchmark positions are the Environmental Health Specialist II and the Public Health Nurse II. Appendix A has the complete recommended list of position placement on the salary matrix.

The remaining positions were surveyed to be between 3.46% and 30.15% over market. Staff believes that this reflects Mono County's commitment to filling vacant positions, and believes that these positions are fairly compensated from Mono County. The Board has directed staff that no positions will be y-rated based on this data.

Table 1-Survey results

Benchmark Position	Mono County Salary	Survey average*	Rec Increase	% increase	% over market
Animal Services Officer II	62,218	60,111	-		3.51%
Appraiser II	87,912	71,147	-		23.56%
Associate Engineer	121,181	104,773	-		15.66%
Building Inspector II	83,676	73,913	-		13.21%
Community Development Analyst II	85,768	78,201	-		9.68%
Cook (Correctional)	54,992	53,153	-		3.46%
Custodian II	51,065	46,642	-		9.48%
Environmental Health Specialist II	85,768	86,336	568	0.66%	
Equipment Mechanic II	73,958	66,234	-		11.66%
Fiscal Technical Specialist II	59,220	56,030	-		5.69%
Information Technology Specialist II	101,951	78,332	-		30.15%
Integrated Case Worker II	73,958	61,454	-		20.35%
Maintenance Worker II	59,220	53,457	-		10.78%
Psychiatric Specialist II	94,672	90,937	-		4.11%
Public Health Nurse II	90,110	101,714	11,604	12.88%	
Social Worker II	75,807	69,202	-		9.54%
Victim/Witness Advocate	67,002	56,709	-		18.15%
WIC Program Director/Reg. Dietician	97,039	84,492	-		14.85%

* reflects adjustment to reflect employee cost share in Mono County (3.75% increase for Tuolumne, 3% for all others)

In the interest of transparency, all of the source data is available for review. This includes salary schedules, MOU's, and job descriptions for some benchmark positions to ensure equitable comparisons.

Background

As part of the Memorandum of Understanding approved between Mono County and the International Union of Operating Engineers, Stationary Local 39, AFL-CIO exclusively representing the Mono County Public Employees (MCPE) on December 12, 2023, the County committed to conducting a salary survey for implementation in the first full pay period in January 2025. The County assigned completion of the survey to retired annuitant Mary Snyder.

Comparable Agencies

Publicly available data from all 58 counties was compiled and ranked, based on similarity to Mono County. The data points included:

- Population-total population, unincorporated population, and % of population in unincorporated areas.
- Land Area-including total area, land eligible for Federal Payment-in-lieu of Taxes (PILT), and % of federal land.
- Number of employees per capita population.
- Budgetary data
 - Revenue -total revenue, General Fund revenue, sales tax revenue, transient occupancy tax revenue, and property tax revenue.
 - Expenditures -total expenditures, General Fund expenditures, total salaries paid, and total health and welfare benefits paid.
- Demographic data
 - Area median income
 - Unemployment rate
 - Total civil employment per capita
- Cost of living data
 - Average home price
 - Average gas price

Based on the analysis of this data, 18 comparable jurisdictions were recommended, with no feedback from MCPE. These jurisdictions are all counties, and include Amador, Calaveras, Colusa, Del Norte, Glenn, Inyo, Lake, Lassen, Mariposa, Mendocino, Modoc, Plumas, San Benito, Sierra, Siskiyou, Tehama, Trinity, and Tuolumne.

Methodology

Current MOU's, benefit summaries, and salary schedules were downloaded from the websites for all jurisdictions in August 2024, to ensure point-in-time accuracy. Paid time off data, pension contribution data, and health insurance contribution rates were compared initially. It was determined that for both paid time off and health insurance contributions, while there are differences between the jurisdictions, there were no differences significant enough that compensation should be adjusted to account for those differences. This data is shown in Appendix B and B.

In comparing pension contributions, none of the comparable agencies have implemented employee cost-sharing for pensions. Since Mono County implemented this for MCPE in 2024 and increased the salary schedule by 3% to account for this, it was important to maintain equity in this area. Therefore, the salaries for all comparable agencies were increased by 3% before being averaged to compare to Mono County. Tuolumne County has a .75% employer-paid member contribution (EPMC), therefore their salaries were increased by 3.75%.

Mono County surveyed benchmark positions, rather than all positions, in order to ensure maintenance of internal relationships. Appendix D shows all positions and their relationship to a benchmark.

There are some positions that are unique to Mono County. These were each evaluated base on the specific nature of the positions with the benefit being given to the employees, as discussed below.

Community Development Analyst combines the roles of the Planner series with the Code Enforcement series. In this case, the average was calculated using all the comparable positions, as well as just the Planning positions. The average of Planning positions without code enforcement was higher, so that average was used for comparison.

Fiscal and Technical Specialist originally replaced Account Clerk, Administrative Aide, and different secretarial positions. Most counties had 2-3 similar positions as different rates. For counties that had 3 positions, the mid-range position was used. For counties that had 2 positions, the higher position was used. J

Maintenance Worker is split based on facilities or roads in some jurisdictions. The average was calculated using all comparable positions, as well as the role-specific positions. The average of all comparable positions was higher than the role-specific averages, and was therefore used for comparison.

Conclusion

Appendix E includes the position-specific data collected. All source data is available for review.

Appendix A

Recommended placement on matrix-all positions

Position Title	Current Range	Proposed Range
Accountant I	73	73
Accountant II	79	79
Administrative Services Specialist	69	69
Animal Services Officer I	55	55
Animal Services Officer II	57	57
Animal Services Shelter Attendant	52	52
Appraiser Aide	64	64
Appraiser I	67	67
Appraiser II	71	71
Appraiser III	75	75
Associate Engineer	84	84
Auditor-Appraiser I	70	70
Auditor-Appraiser II	74	74
Auditor-Appraiser III	78	78
Behavioral Health Program Manager	82	82
Behavioral Health Services Coordinator I	62	62
Behavioral Health Services Coordinator II	66	66
Behavioral Health Services Coordinator III	70	70
Building Inspector I	63	63
Building Inspector II	69	69
Building Inspector III	74	74
Building Permit Technician	64	64
Business Operations Manager	81	81
Cadastral Mapper/Transfer Analyst	65	65
Case Manager I	54	54
Case Manager II	58	58
Case Manager III	60	60
Communications Manager	84	84
Communications Specialist I	77	77
Communications Specialist II	79	79
Community Development Analyst I	66	66
Community Development Analyst II	70	70
Community Development Analyst III	74	74
Community Health Outreach Specialist	63	68
Community Health Program Coordinator I	70	75
Community Health Program Coordinator II	75	80
Cook (Correctional)	52	52

COVID Response Team Utility	70	75
Custodian II	49	49
Custodian III	53	53
Economic Development Coordinator	69	69
Elections Assistant	51	51
Eligibility Specialist Trainee I	55	55
Eligibility Specialist Trainee II	59	59
Eligibility Specialist Trainee III	63	63
Emergency Preparedness Manager	75	80
Engineer Technician I	66	66
Engineer Technician II	70	70
Engineer Technician III	74	74
Environmental Health Specialist I	66	67
Environmental Health Specialist II	70	71
Environmental Health Specialist III	74	75
Epidemiologist	82	87
Equipment Mechanic I	60	60
Equipment Mechanic II	64	64
Equipment Mechanic III	68	68
Fiscal & Administrative Services Officer I	75	75
Fiscal & Administrative Services Officer II	79	79
Fiscal Technical Specialist I	51	51
Fiscal Technical Specialist II	55	55
Fiscal Technical Specialist III	59	59
Fiscal Technical Specialist IV	63	63
Fleet Maintenance Manager	76	76
Food Service Manager	58	58
Geographic Information System Analyst	70	70
Geographic Information System Specialist I	75	75
Geographic Information System Specialist II	79	79
Geographic Information System Specialist III	79	79
Health Program Manager-PHN-BSN	82	87
Health Program Manager-RN-ASN	80	85
Information Technology Specialist I	75	75
Information Technology Specialist II	77	77
Information Technology Specialist III	79	79
Infrastructure Manager	84	84
Integrated Case Worker I	60	60
Integrated Case Worker II	64	64
Integrated Case Worker III	68	68
Inventory And Purchasing Technician	61	61
Lead Custodian	55	55

Lead Developer	81	81
Lead Equipment Mechanic	72	72
Licensed Vocational Nurse	70	75
Maintenance Craftworker	63	63
Maintenance Lead Worker	63	63
Maintenance Work Order Technician	61	61
Maintenance Worker I	51	51
Maintenance Worker II	55	55
Maintenance Worker III	59	59
Parks & Facilities Supervisor	73	73
Planning Commission Secretary	65	65
Principal Planner	78	78
Psychiatric Specialist I	70	70
Psychiatric Specialist II	74	74
Psychiatric Specialist III	78	78
Public Health Nurse II	72	77
Public Information Officer	69	69
Quality Assurance Coordinator I	70	70
Quality Assurance Coordinator II	74	74
Quality Assurance Coordinator III	78	78
Records-Property Manager	69	69
Road Supervisor	67	67
Senior Deputy Board Clerk/Elections	69	69
Senior Services Cook/Driver	52	52
Senior Services Site Attendant	55	55
Senior Services Supervisor	63	63
Social Services Aide	55	55
Social Worker I	63	63
Social Worker II	65	65
Social Worker III	69	69
Social Worker IV	71	71
Social Worker Supervisor I	77	77
Social Worker Supervisor II	79	79
Solid Waste Equipment Operator	61	61
Solid Waste Maintenance Worker	59	59
Solid Waste Supervisor	73	73
Staff Services Analyst I	66	66
Staff Services Analyst II	70	70
Staff Services Analyst III	74	74
Staff Services Manager	82	82
Substance Use Disorders Counselor I	54	54
Substance Use Disorders Counselor II	58	58

Substance Use Disorders Counselor III	62	62
Substance Use Disorders Supervisor	72	72
Supervising Integrated Case Worker	72	72
Supervising Staff Services Analyst	78	78
System Administrator	81	81
Trail Steward	51	51
Victim/Witness Advocate	60	60
WIC Program Director/Registered Dietician	75	75

Appendix B

Health Insurance Contribution Comparison

	County Share		
	Single	Plus 1	Family
Amador	800.47	1,600.94	2,081.21
Calaveras	769.56	1,509.76	1,990.86
Colusa	917.75	1,835.49	2,386.14
Glenn	969.16	1,575.89	1,841.31
Inyo	921.20	1,842.40	2,395.12
Lake	1,500.00	1,500.00	1,500.00
Lassen	1,009.00	1,084.00	1,184.00
Mariposa	1,404.69	1,404.69	1,404.69
Mariposa	886.70	1,136.91	1,394.70
Mendocino	462.02	947.29	1,270.93
Modoc	590.81	1,131.62	1,506.10
Plumas	983.44	1,966.88	2,655.40
San Benito	875.00	1,500.00	1,848.34
Sierra	1,020.00	1,020.00	1,020.00
Siskiyou*	823.34	1,646.68	2,140.68
Tehama	2,079.08	2,079.08	2,079.08
Trinity**	823.34	850.00	850.00
Tuolumne	1,050.00	1,794.00	2,384.00
Del Norte***			
Average	993.64	1,468.09	1,774.03
Average w/o Mariposa Mgmt	969.46	1,471.82	1,795.76
Mono	869.08	1,738.16	2,259.60
Mono	731.86	1,463.71	1,902.82
CalPERS Gold	914.82	1,829.64	2,378.53
CalPERS Platinum	1,314.27	2,628.54	3,417.10
* CalPERS Gold dropping to 85% in 2025			
** PERS Choice capped at \$850			
*** co-pay is 5% of salary			

Appendix C

Paid Time Off comparison

	# holidays	PH	Starting vac	vac @ 20 yrs
Amador	12		11	21
Calaveras	13		10	20
Colusa	13	1	10	25
Del Norte	13	3	10	25
Glenn	13	0	11	26
Inyo	11		10	25
Lake*	15		10	20
Lassen	13	1	12	20
Mariposa	11	2	10	20
Mendocino	11	1	10	25
Modoc	14	1.25	10	30
Plumas	14	1	10	21
San Benito	10	3	10	21
Sierra	12	0	10	25
Siskiyou	12	0	10	20
Tehama	13	1	10	25
Trinity	12		10	20
Tuolumne	11	2	10	20
Mono	13		10	20
Range				
Total Holidays		12- 16	10	30
* Closed Christmas Week				
** Personal Holiday is only for current hires, not new hires				

Appendix D Benchmark Positions

Position Title	difference from benchmark (# of ranges)	Series	Range
Accountant I	18	Admin Support	73
Accountant II	24	Admin Support	79
Administrative Services Specialist	14	Admin Support	69
Economic Development Coordinator	14	Admin Support	69
Elections Assistant	-4	Admin Support	51
Fiscal & Administrative Services Officer I	20	Admin Support	75
Fiscal & Administrative Services Officer II	24	Admin Support	79
Fiscal Technical Specialist I	-4	Admin Support	51
Fiscal Technical Specialist II		Admin Support	55
Fiscal Technical Specialist III	4	Admin Support	59
Fiscal Technical Specialist IV	8	Admin Support	63
Inventory And Purchasing Technician	6	Admin Support	61
Planning Commission Secretary	10	Admin Support	65
Public Information Officer	14	Admin Support	69
Records-Property Manager	14	Admin Support	69
Senior Deputy Board Clerk/Elections	14	Admin Support	69
Staff Services Analyst I	11	Admin Support	66
Staff Services Analyst II	15	Admin Support	70
Staff Services Analyst III	19	Admin Support	74
Staff Services Manager	27	Admin Support	82
Supervising Staff Services Analyst	23	Admin Support	78
Animal Services Officer I	-2	Animal Services	55
Animal Services Officer II		Animal Services	57
Animal Services Shelter Attendant	-5	Animal Services	52
Appraiser Aide	-7	Appraiser	64
Appraiser I	-4	Appraiser	67
Appraiser II		Appraiser	71
Appraiser III	4	Appraiser	75
Auditor-Appraiser I	-1	Appraiser	70
Auditor-Appraiser II	3	Appraiser	74
Auditor-Appraiser III	7	Appraiser	78
Behavioral Health Program Manager	8	Behavioral Health Services	82

Behavioral Health Services Coordinator I	-12	Behavioral Health Services	62
Behavioral Health Services Coordinator II	-8	Behavioral Health Services	66
Behavioral Health Services Coordinator III	-4	Behavioral Health Services	70
Case Manager I	-20	Behavioral Health Services	54
Case Manager II	-16	Behavioral Health Services	58
Case Manager III	-14	Behavioral Health Services	60
Psychiatric Specialist I	-4	Behavioral Health Services	70
Psychiatric Specialist II		Behavioral Health Services	74
Psychiatric Specialist III	4	Behavioral Health Services	78
Quality Assurance Coordinator I	-4	Behavioral Health Services	70
Quality Assurance Coordinator II	0	Behavioral Health Services	74
Quality Assurance Coordinator III	4	Behavioral Health Services	78
Substance Use Disorders Counselor I	-20	Behavioral Health Services	54
Substance Use Disorders Counselor II	-16	Behavioral Health Services	58
Substance Use Disorders Counselor III	-12	Behavioral Health Services	62
Substance Use Disorders Supervisor	-2	Behavioral Health Services	72
Building Inspector I	-6	Building Inspector	63
Building Inspector II		Building Inspector	69
Building Inspector III	5	Building Inspector	74
Building Permit Technician	-5	Building Inspector	64
Community Development Analyst I	-4	Community Development	66
Community Development Analyst II		Community Development	70
Community Development Analyst III	4	Community Development	74

Principal Planner	8	Community Development	78
Cook (Correctional)		Cook	52
Food Service Manager	6	cook	58
Senior Services Cook/Driver	0	Cook	52
Custodian II		Custodian	49
Custodian III	4	Custodian	53
Lead Custodian	6	Custodian	55
WIC Program Director/Registered Dietician		Dietician	75
Eligibility Specialist Trainee I	-9	Eligibility	55
Eligibility Specialist Trainee II	-5	Eligibility	59
Eligibility Specialist Trainee III	-1	Eligibility	63
Integrated Case Worker I	-4	Eligibility	60
Integrated Case Worker II		Eligibility	64
Integrated Case Worker III	4	Eligibility	68
Supervising Integrated Case Worker	8	Eligibility	72
Engineer Technician I	-18	Engineering	66
Engineer Technician II	-14	Engineering	70
Engineer Technician III	-10	Engineering	74
Associate Engineer		Engineering	84
Environmental Health Specialist I	-4	Environmental Health	66
Environmental Health Specialist II		Environmental Health	70
Environmental Health Specialist III	4	Environmental Health	74
Equipment Mechanic I	-4	Equipment Mechanic	60
Equipment Mechanic II		Equipment Mechanic	64
Equipment Mechanic III	4	Equipment Mechanic	68
Fleet Maintenance Manager	12	Equipment Mechanic	76
Lead Equipment Mechanic	8	Equipment Mechanic	72
Business Operations Manager	4	IT Services	81
Cadastral Mapper/Transfer Analyst	-12	IT Services	65
Communications Manager	7	IT Services	84
Communications Specialist I	0	IT Services	77
Communications Specialist II	2	IT Services	79
Geographic Information System Analyst	-7	IT Services	70
Geographic Information System Specialist I	-2	IT Services	75
Geographic Information System Specialist II	2	IT Services	79

Geographic Information System Specialist III	2	IT Services	79
Information Technology Specialist I	-2	IT Services	75
Information Technology Specialist II		IT Services	77
Information Technology Specialist III	2	IT Services	79
Infrastructure Manager	7	IT Services	84
Lead Developer	4	IT Services	81
System Administrator	4	IT Services	81
Maintenance Craftworker	8	Maintenance Worker	63
Maintenance Lead Worker	8	Maintenance Worker	63
Maintenance Work Order Technician	6	Maintenance Worker	61
Maintenance Worker I	-4	Maintenance Worker	51
Maintenance Worker II		Maintenance Worker	55
Maintenance Worker III	4	Maintenance Worker	59
Parks & Facilities Supervisor	18	Maintenance Worker	73
Road Supervisor	12	Maintenance Worker	67
Solid Waste Equipment Operator	6	Maintenance Worker	61
Solid Waste Maintenance Worker	4	Maintenance Worker	59
Solid Waste Supervisor	18	Maintenance Worker	73
Trail Steward	-4	Maintenance Worker	51
Community Health Outreach Specialist	-9	Public Health Nurse	63
Community Health Program Coordinator I	-2	Public Health Nurse	70
Community Health Program Coordinator II	3	Public Health Nurse	75
COVID Response Team Utility	-2	Public Health Nurse	70
Public Health Nurse II		Public Health Nurse	72
Emergency Preparedness Manager	3	Public Health Nurse	75
Epidemiologist	10	Public Health Nurse	82
Health Program Manager-RN-ASN	8	Public Health Nurse	80
Health Program Manager-PHN-BSN	10	Public Health Nurse	82
Licensed Vocational Nurse	-2	Public Health Nurse	70
Senior Services Site Attendant	-10	Social Worker	55
Senior Services Supervisor	-2	Social Worker	63
Social Services Aide	-10	Social Worker	55
Social Worker I	-2	Social Worker	63
Social Worker II		Social Worker	65
Social Worker III	4	Social Worker	69
Social Worker IV	6	Social Worker	71
Social Worker Supervisor I	12	Social Worker	77

Social Worker Supervisor II	14	Social Worker	79
Victim/Witness Advocate		Victim Witness	60

Appendix E

Animal Services Officer II

County	Survey County Position	Salary	PERS Adj	Adj Salary
Amador	Animal Control Officer II	\$ 53,955	3%	\$ 55,574
Calaveras	Animal Services Officer II	\$ 62,150	3%	\$ 64,015
Colusa	Animal Control Officer	\$ 66,660	3%	\$ 68,660
Del Norte	Animal Control Officer II	\$ 51,317	3%	\$ 52,856
Glenn	Assistant Animal Control Officer	\$ 77,251	3%	\$ 79,569
Lake	Animal Control Officer II	\$ 46,218	3%	\$ 47,604
Lassen	Animal Control Officer II	\$ 59,206	3%	\$ 60,982
Mariposa	Animal Control Officer	\$ 58,252	3%	\$ 60,000
Mendocino	Animal Protection Officer II	\$ 53,206	3%	\$ 54,803
Plumas	Animal Control Officer 2	\$ 56,618	3%	\$ 58,316
Siskiyou	Animal Control Officer	\$ 51,854	3%	\$ 53,410
Tehama	Animal Regulation Officer	\$ 50,315	3%	\$ 51,825
Trinity	Animal Control Officer	\$ 71,591	3%	\$ 73,739
Tuolumne	Animal Control Officer	\$ 53,652	3.75%	\$ 55,664
	Average			\$ 60,111
Mono		\$ 62,218	0%	\$ 62,218

Appendix E

Appraiser II

County	Survey County Position	Salary	PERS Adj	Adj Salary
Amador	Appraiser II	\$ 80,808	3%	\$ 83,232
Calaveras	Appraiser II	\$ 65,749	3%	\$ 67,721
Colusa	Appraiser II	\$ 80,472	3%	\$ 82,886
Del Norte	Property Appraiser II	\$ 61,749	3%	\$ 63,602
Glenn	Appraiser	\$ 61,749	3%	\$ 63,602
Lake	Appraiser II	\$ 60,653	3%	\$ 62,472
Lassen	Associate Appraiser	\$ 67,788	3%	\$ 69,822
Mariposa	Appraiser II	\$ 72,024	3%	\$ 74,185
Mendocino	Real Property Appraiser II	\$ 79,664	3%	\$ 82,054
Modoc	Appraiser II	\$ 65,989	3%	\$ 67,968
Plumas	Appraiser 2	\$ 55,370	3%	\$ 57,031
San Benito	Appraiser II	\$ 80,998	3%	\$ 83,428
Sierra	Appraiser II	\$ 70,124	3%	\$ 72,228
Siskiyou	Appraiser	\$ 62,935	3%	\$ 64,823
Tehama	Appraiser II	\$ 66,019	3%	\$ 68,000
Trinity	Appraiser II	\$ 77,724	3%	\$ 80,056
Tuolumne	Appraiser II	\$ 63,997	3.75%	\$ 66,397
	Average			\$ 71,147
Mono		\$ 87,912	0%	\$ 87,912

Appendix E

Associate Engineer

County	Survey County Position	Salary	PERS Adj	Adj Salary
Amador	Associate Civil Engineer	\$ 106,184	3%	\$ 109,370
Calaveras	Sr. Engineer	\$ 118,414	3%	\$ 121,967
Colusa	Associate Civil Engineer	\$ 135,252	3%	\$ 139,310
Del Norte	Assistant County Engineer II	\$ 101,083	3%	\$ 104,116
Glenn	Engineer, Assoc Civil	\$ 101,083	3%	\$ 104,116
Lake	Associate Civil Engineer	\$ 101,858	3%	\$ 104,913
Lassen	Associate Civil Engineer	\$ 79,999	3%	\$ 82,399
Mariposa	Associate Engineer	\$ 97,190	3%	\$ 100,106
Mendocino	Engineer II	\$ 95,514	3%	\$ 98,379
Modoc	Associate Engineer	\$ 66,992	3%	\$ 69,002
Plumas	Associate Engineer	\$ 80,558	3%	\$ 82,975
San Benito	Engineer II	\$ 110,709	3%	\$ 114,030
Siskiyou	Associate Civil Engineer	\$ 101,465	3%	\$ 104,509
Tehama	Civil Engineer	\$ 102,960	3%	\$ 106,049
Trinity	Associate Engineer II	\$ 124,229	3%	\$ 127,955
Tuolumne	Engineer II	\$ 103,298	3.75%	\$ 107,171
	Average			\$ 104,773
Mono		\$ 121,181	0%	\$ 121,181

Appendix E

Building Inspector II

County	Survey County Position	Salary	PERS Adj	Adj Salary
Amador	Building Inspector II	\$ 76,835	3%	\$ 79,140
Calaveras	Building Inspector II	\$ 73,216	3%	\$ 75,412
Colusa	Building Inspector II	\$ 92,484	3%	\$ 95,259
Del Norte	Building Inspector II	\$ 57,576	3%	\$ 59,304
Glenn	Building Inspector	\$ 57,576	3%	\$ 59,304
Lake	Building Inspector	\$ 66,934	3%	\$ 68,942
Lassen	Sr Building Inspector	\$ 72,813	3%	\$ 74,998
Mariposa	Building Inspectr	\$ 71,311	3%	\$ 73,450
Mendocino	Building Inspector II	\$ 86,528	3%	\$ 89,124
Plumas	Building Inspector 2	\$ 62,525	3%	\$ 64,401
San Benito	Building Inspector II	\$ 82,993	3%	\$ 85,483
Sierra	Building Inspector II	\$ 70,124	3%	\$ 72,228
Siskiyou	Building Inspector II	\$ 74,194	3%	\$ 76,419
Tehama	Building Inspector II	\$ 74,693	3%	\$ 76,934
Trinity	Building Inspector II	\$ 77,724	3%	\$ 80,056
Tuolumne	Building Inspector II	\$ 50,264	3.75%	\$ 52,149
	Average			\$ 73,913
Mono		\$ 83,676	0%	\$ 83,676

Appendix E

Community Development Analyst II

County	Survey County Position	Salary	PERS Adj	Adj Salary
Amador	Planner II	\$ 79,102	3%	\$ 81,475
Calaveras	Planner II	\$ 73,528	3%	\$ 75,734
Colusa	Associate Planner	\$ 100,548	3%	\$ 103,564
Del Norte	Planner II	\$ 64,691	3%	\$ 66,632
Glenn	Planner, Associate	\$ 64,691	3%	\$ 66,632
Lake	Associate Planner	\$ 83,595	3%	\$ 86,103
Lassen	Associate Planner	\$ 67,788	3%	\$ 69,822
Mariposa	Community Design Development Planner II	\$ 87,751	3%	\$ 90,384
Mariposa	Planner II	\$ 69,900	3%	\$ 71,997
Mendocino	Planner II	\$ 94,307	3%	\$ 97,136
Modoc	Associate Planner	\$ 55,613	3%	\$ 57,281
Plumas	Associate Planner	\$ 52,707	3%	\$ 54,288
San Benito	Planner-Associate	\$ 97,965	3%	\$ 100,904
Sierra	Planner II	\$ 70,124	3%	\$ 72,228
Siskiyou	Associate Planner	\$ 68,515	3%	\$ 70,571
Tehama	Planner II	\$ 74,693	3%	\$ 76,934
Trinity	Associate Planner	\$ 85,856	3%	\$ 88,432
Tuolumne	Planner II	\$ 74,693	3.75%	\$ 77,494
	Average			\$ 78,201
Mono		\$ 85,768	0%	\$ 85,768

Appendix E

Correctional cook

County	Survey County Position	Salary	PERS Adj	Adj Salary
Calaveras	Correctional Cook II	\$ 65,270	3%	\$ 67,229
Del Norte	Cook II	\$ 39,032	3%	\$ 40,203
Glenn	Secured Facility Cook	\$ 39,032	3%	\$ 40,203
Lassen	Correctional Cook Coord II	\$ 51,560	3%	\$ 53,107
Mariposa	Kitchen Assistant	\$ 40,452	3%	\$ 41,665
Mendocino	Cook	\$ 58,178	3%	\$ 59,923
San Benito	Food Service Assistant	\$ 52,690	3%	\$ 54,271
Siskiyou	Institutional Cook	\$ 48,859	3%	\$ 50,325
Tehama	Cook	\$ 69,368	3%	\$ 71,449
	Average			\$ 53,153
Mono		\$ 54,992	0%	\$ 54,992

Appendix E

Custodian II

County	Survey County Position	Salary	PERS Adj	Adj Salary
Amador	Custodian II	\$ 45,136	3%	\$ 46,490
Calaveras	Custodian II	\$ 42,536	3%	\$ 43,812
Colusa	Custodian	\$ 51,036	3%	\$ 52,567
Del Norte	Custodian II	\$ 39,032	3%	\$ 40,203
Glenn	Custodian	\$ 39,032	3%	\$ 40,203
Lake	Janitor	\$ 41,870	3%	\$ 43,127
Lassen	Custodian	\$ 40,840	3%	\$ 42,065
Mariposa	Custodian	\$ 45,594	3%	\$ 46,961
Mendocino	Custodian	\$ 45,011	3%	\$ 46,362
Plumas	Custodian	\$ 41,538	3%	\$ 42,784
San Benito	Custodian	\$ 59,900	3%	\$ 61,697
Sierra	Custodian II	\$ 51,536	3%	\$ 53,082
Siskiyou	Janitor II	\$ 49,338	3%	\$ 50,818
Tehama	Custodian	\$ 42,328	3%	\$ 43,598
Trinity	Custodian	\$ 44,521	3%	\$ 45,856
	Average			\$ 46,642
Mono		\$ 51,065	0%	\$ 51,065

Appendix E

Environmental Health Specialist II

County	Survey County Position	Salary	PERS Adj	Adj Salary
Amador	Environmental Health Specialist II	\$ 83,200	3%	\$ 85,696
Calaveras	Environmental Health Specialist II	\$ 83,304	3%	\$ 85,803
Colusa	Environmental Health Specialist II	\$ 91,080	3%	\$ 93,812
Del Norte	Environmental Health Specialist II	\$ 91,956	3%	\$ 94,715
Glenn	Registered EHS	\$ 91,956	3%	\$ 94,715
Lake	EHS II	\$ 73,882	3%	\$ 76,098
Lassen	Env Health Specialist II	\$ 78,016	3%	\$ 80,356
Mariposa	Environmental Health Specialist II	\$ 85,704	3%	\$ 88,275
Mendocino	Environmental Health Specialist II	\$ 79,333	3%	\$ 81,713
Modoc	Senior Environmental Health Specialist	\$ 89,915	3%	\$ 92,613
Plumas	Environmental Health Specialist 2	\$ 71,968	3%	\$ 74,127
San Benito	Environmental Health Specialist II	\$ 102,374	3%	\$ 105,445
Sierra	Environmental Health Specialist II	\$ 84,144	3%	\$ 86,669
Siskiyou	Environmental Health Specialist II	\$ 78,336	3%	\$ 80,686
Tehama	Environmental Health Specialist II	\$ 74,693	3%	\$ 76,934
Trinity	Environmental Health Specialist II	\$ 90,236	3%	\$ 92,943
Tuolumne	Environmental Health Specialist II	\$ 74,326	3.75%	\$ 77,113
	Average			\$ 86,336
Mono		\$ 85,768	0%	\$ 85,768

Appendix E

Equipment Mechanic II

County	Survey County Position	Salary	PERS Adj	Adj Salary
Amador	Power Equipment Mechanic II	\$ 74,755	3%	\$ 76,998
Amador	Heavy Equipment Mechanic	\$ 71,282	3%	\$ 73,420
Calaveras	Sheriff's Fleet Mechanic	\$ 64,834	3%	\$ 66,779
Calaveras	Mechanic II	\$ 61,734	3%	\$ 63,586
Colusa	Equipment Mechanic	\$ 75,888	3%	\$ 78,165
Colusa	Heavy Equipment Mechanic	\$ 83,772	3%	\$ 86,285
Del Norte	Equipment Mechanic II	\$ 60,309	3%	\$ 62,119
Glenn	Fleet Mechanic II/PW Mechanic II	\$ 60,309	3%	\$ 62,119
Lake	Heavy Equip/Auto Mech	\$ 52,291	3%	\$ 53,860
Lassen	Heavy Equipment Mechanic	\$ 55,097	3%	\$ 56,750
Mariposa	Equipment Mechanic-Heavy Equipment	\$ 63,887	3%	\$ 65,804
Mendocino	Auto Mechanic II	\$ 72,280	3%	\$ 74,448
Modoc	Auto and Equipment Mechanic II	\$ 52,728	3%	\$ 54,310
Plumas	Power Equipment Mechanic 2	\$ 56,722	3%	\$ 58,423
San Benito	Heavy Equipment Mechanic II	\$ 75,250	3%	\$ 77,507
Sierra	Equipment Mechanic II	\$ 57,300	3%	\$ 59,019
Siskiyou	Automotive Mechanic	\$ 62,317	3%	\$ 64,186
Siskiyou	Heavy Equipment Mechanic	\$ 64,854	3%	\$ 66,800
Tehama	Fleet Mechanic II	\$ 59,800	3%	\$ 61,594
Trinity	Mechanic II	\$ 60,685	3%	\$ 62,506
	Average			\$ 66,234
Mono		\$ 73,958	0%	\$ 73,958

Appendix E

Fiscal Technical Specialist II

County	Survey County Position	Salary	PERS Adj	Adj Salary
Amador	Deputy Board Clerk II	\$ 55,640	3%	\$ 57,309
Calaveras	County Fiscal Assistant	\$ 63,877	3%	\$ 65,793
Colusa	Deputy Clerk of the Board II	\$ 70,452	3%	\$ 72,566
Del Norte	Admin Assistant II	\$ 50,198	3%	\$ 51,704
Glenn	Legal Secretary II	\$ 52,494	3%	\$ 54,069
Lake	Admin Assistant	\$ 49,774	3%	\$ 51,268
Lassen	Admin Secretary	\$ 53,742	3%	\$ 55,354
Mariposa	Assessment Recording Clerk II	\$ 49,398	3%	\$ 50,880
Mendocino	Administrative Secretary	\$ 61,506	3%	\$ 63,351
Modoc	Admin Asssistant	\$ 46,764	3%	\$ 48,167
Plumas	Admin Assistant II	\$ 45,822	3%	\$ 47,197
San Benito	Deputy Clerk-Recorder II	\$ 55,699	3%	\$ 57,370
Sierra	Accounting Tech II	\$ 58,068	3%	\$ 59,810
Siskiyou	Fiscal Technician II	\$ 56,160	3%	\$ 57,845
Tehama	Administrative Secretary II	\$ 54,184	3%	\$ 55,810
Trinity	Deputy County Clerk/Recorder II	\$ 51,687	3%	\$ 53,238
Tuolumne	Fiscal Technician	\$ 48,938	3.75%	\$ 50,773
	Average			\$ 56,030
Mono		\$ 59,220	0%	\$ 59,220

Appendix E

Integrated Case Worker II

County	Survey County Position	Salary	PERS Adj	Adj Salary
Glenn	Integrated Case Worker II	\$ 52,494	3%	\$ 54,069
San Benito	Integrated Case Worker II	\$ 70,633	3%	\$ 72,752
Sierra	Integrated Case Worker II	\$ 59,790	3%	\$ 61,583
Del Norte	Integrated Case Worker II	\$ 52,494	3%	\$ 54,069
Lassen	Integrated Case Worker II	\$ 51,246	3%	\$ 52,784
Trinity	Integrated Case Worker II	\$ 73,229	3%	\$ 75,426
Tuolumne	Integrated Case Worker II	\$ 57,346	3.75%	\$ 59,497
	Average			\$ 61,454
Mono		\$ 73,958	0%	\$ 73,958

Appendix E

IT Specialist II

County	Survey County Position	Salary	PERS Adj	Adj Salary
Amador	Information System Specialist	\$ 76,211	3%	\$ 78,498
Calaveras	IT Support Tech II	\$ 64,397	3%	\$ 66,329
Colusa	IT Technician	\$ 90,228	3%	\$ 92,935
Del Norte	System Support Specialist II	\$ 61,749	3%	\$ 63,602
Lake	IS Analyst II	\$ 83,595	3%	\$ 86,103
Lassen	Tech Supp Spec II	\$ 64,699	3%	\$ 66,640
Mariposa	Information Systems Specialist II	\$ 101,656	3%	\$ 104,706
Mendocino	IS Specialist	\$ 80,142	3%	\$ 82,547
Modoc	Information Systems Analyst II	\$ 68,325	3%	\$ 70,375
San Benito	IT Support Tech II	\$ 81,129	3%	\$ 83,563
Sierra	IS Administrator II	\$ 70,124	3%	\$ 72,228
Siskiyou	IS Specialist II	\$ 72,010	3%	\$ 74,170
Tehama	IS Specialist II	\$ 86,632	3%	\$ 89,231
Trinity	IS Specialist II	\$ 75,721	3%	\$ 77,992
Tuolumne	IT Technician II	\$ 63,679	3.75%	\$ 66,067
	Average			\$ 78,332
Mono		\$ 101,951	0%	\$ 101,951

Appendix E

Maintenance Worker II

County	Survey County Position	Salary	PERS Adj	Adj Salary
Amador	PW Maintenance Worker II	\$ 57,221	3%	\$ 58,937
Calaveras	Road Maintenance Worker II	\$ 50,149	3%	\$ 51,653
Colusa	Bldg/Grounds MW II	\$ 68,724	3%	\$ 70,786
Del Norte	Road MW II	\$ 51,317	3%	\$ 52,856
Glenn	PW Maint Worker II	\$ 51,317	3%	\$ 52,856
Lake	Facilities Maint Worker II	\$ 43,992	3%	\$ 45,312
Lassen	Road Equipment Operator	\$ 50,178	3%	\$ 51,683
Lassen	Building and Grounds Worker II	\$ 51,246	3%	\$ 52,784
Mariposa	Maintenance Worker II	\$ 56,792	3%	\$ 58,496
Mendocino	Building Maint Mechanic II	\$ 63,461	3%	\$ 65,365
Modoc	Building & Grounds Maint Worker II	\$ 54,606	3%	\$ 56,244
Modoc	Road Maintenance Worker II	\$ 50,391	3%	\$ 51,903
San Benito	Building & Grounds MW II	\$ 64,063	3%	\$ 65,985
San Benito	Road MW II	\$ 75,006	3%	\$ 77,256
Sierra	Plant Maintenance Worker II	\$ 57,300	3%	\$ 59,019
Siskiyou	Road Maintenance Worker II	\$ 56,992	3%	\$ 58,702
Tehama	Facilities Maintenance Technician	\$ 58,344	3%	\$ 60,094
Trinity	Road Maintenance Worker II	\$ 56,042	3%	\$ 57,723
Tuolumne	Facilities Maintenance Worker II	\$ 53,479	3.75%	\$ 55,484
Tuolumne	Road Worker	\$ 49,624	3.75%	\$ 58,203
	Average			\$ 53,457
Mono		\$ 59,220	0%	\$ 59,220

Appendix E

Psychiatric Specialist II

County	Survey County Position	Salary	PERS Adj	Adj Salary
Amador	BH Care Clinician	\$ 93,933	3%	\$ 96,751
Calaveras	Clinician II	\$ 89,690	3%	\$ 92,380
Colusa	BH Therapist II	\$ 105,648	3%	\$ 108,817
Del Norte	BH Clinician II	\$ 83,677	3%	\$ 86,188
Glenn	BH Clinician II	\$ 83,677	3%	\$ 86,188
Lake	BH Clinician I	\$ 77,626	3%	\$ 79,954
Lassen	MH Therapist II	\$ 103,562	3%	\$ 106,668
Mariposa	Mental Health Clinician	\$ 82,426	3%	\$ 84,899
Mendocino	Mental Health Clinician II	\$ 87,630	3%	\$ 90,259
Modoc	Behavioral Health Clinician II	\$ 80,181	3%	\$ 82,587
Plumas	BH Therapist II	\$ 77,022	3%	\$ 79,333
San Benito	MH Clinician II	\$ 118,232	3%	\$ 121,779
Sierra	Mental Health Counselor	\$ 76,018	3%	\$ 78,299
Siskiyou	BH Clinician II	\$ 81,517	3%	\$ 83,962
Tehama	Behavioral Health Clinician II	\$ 91,000	3%	\$ 93,730
Trinity	Mental Health Clinician II	\$ 92,049	3%	\$ 94,811
Tuolumne	BH Clinician II	\$ 76,450	3.75%	\$ 79,317
	Average			\$ 90,937
Mono		\$ 94,672	0%	\$ 94,672

Appendix E

Public Health Nurse II

County	Survey County Position	Salary	PERS Adj	Adj Salary
Amador	Public Health Nurse II	\$ 113,651	3%	\$ 117,061
Calaveras	PHN II	\$ 95,659	3%	\$ 98,529
Colusa	PHN II	\$ 125,592	3%	\$ 129,360
Del Norte	Certified PHN II	\$ 96,409	3%	\$ 99,301
Glenn	Public Health Nurse	\$ 86,133	3%	\$ 88,717
Glenn	Public Health Nurse II	\$ 86,133	3%	\$ 88,717
Lake	PHN II	\$ 109,699	3%	\$ 112,990
Lassen	Public Health Nurse	\$ 94,203	3%	\$ 97,030
Mariposa	Public Health Nurse II	\$ 96,705	3%	\$ 99,607
Mendocino	PHN	\$ 111,883	3%	\$ 115,240
Modoc	Public Health Nurse II	\$ 93,939	3%	\$ 96,757
Plumas	PHN 2	\$ 80,454	3%	\$ 82,868
San Benito	PHN II	\$ 102,374	3%	\$ 105,445
Sierra	Nurse II	\$ 90,825	3%	\$ 93,550
Siskiyou	PHN	\$ 93,702	3%	\$ 96,513
Tehama	Public Health Nurse II	\$ 102,960	3%	\$ 106,049
Trinity	Public Health Nurse II	\$ 106,880	3%	\$ 110,086
Tuolumne	PHN II	\$ 89,679	3.75%	\$ 93,042
	Average			\$ 101,714
Mono			0%	\$ 90,110

Appendix E

Social Worker II

County	Survey County Position	Salary	PERS Adj	Adj Salary
Amador	Social Worker II	\$ 75,566	3%	\$ 77,833
Calaveras	Social Worker II	\$ 70,054	3%	\$ 72,156
Colusa	Social Worker II	\$ 80,472	3%	\$ 82,886
Del Norte	Social Worker II	\$ 52,494	3%	\$ 54,069
Glenn	Social Worker II	\$ 52,494	3%	\$ 54,069
Lake	Social Worker II-CPS	\$ 72,093	3%	\$ 74,256
Lassen	Social Worker II	\$ 58,953	3%	\$ 60,722
Mariposa	Social Worker II	\$ 66,167	3%	\$ 68,152
Mendocino	Social Worker II	\$ 69,306	3%	\$ 71,385
Modoc	Social Worker II	\$ 60,627	3%	\$ 62,446
Plumas	Social Worker 2	\$ 61,797	3%	\$ 63,651
San Benito	Social Worker II	\$ 80,600	3%	\$ 83,018
Sierra	Social Worker II	\$ 70,124	3%	\$ 72,228
Siskiyou	Social Worker II	\$ 63,898	3%	\$ 65,815
Tehama	Social Worker II	\$ 66,019	3%	\$ 68,000
Trinity	Social Worker II	\$ 80,891	3%	\$ 83,317
Tuolumne	Social Worker II	\$ 60,174	3.75%	\$ 62,430
	Average			\$ 69,202
Mono		\$ 75,807	0%	\$ 75,807

Appendix E

Victim Witness Advocate

County	Survey County Position	Salary	PERS Adj	Adj Salary
Calaveras	DA Services Specialist	\$ 62,150	3%	\$ 64,015
Del Norte	Victim Witness Advocate II	\$ 52,494	3%	\$ 54,069
Glenn	VictimWitness Advocate	\$ 52,494	3%	\$ 54,069
Mariposa	Victim Witness Advocate	\$ 49,897	3%	\$ 51,394
Plumas	Victim Witness Advocate	\$ 52,478	3%	\$ 54,053
San Benito	Victim Witness Advocate II	\$ 66,618	3%	\$ 68,617
Tehama	Victim Witness Advocate II	\$ 58,344	3%	\$ 60,094
Trinity	Victim Witness Advocate II	\$ 64,336	3%	\$ 66,266
Tuolumne	Victim Witnness Advocate	\$ 52,948	3.75%	\$ 54,934
Amador	VictimWitness Advocate	\$ 56,306	3%	\$ 57,995
Colusa	Victim Witness Advocate II	\$ 63,804	3%	\$ 65,718
Lake	Victim Advocate II	\$ 46,218	3%	\$ 47,604
Lassen	Victim Witness Advocate I	\$ 49,018	3%	\$ 50,488
Modoc	Victim Witness Advocate	\$ 44,513	3%	\$ 45,849
Sierra	Victim Witness Coordinator II	\$ 52,757	3%	\$ 54,340
Siskiyou	Victim Witness Advocate II	\$ 56,160	3%	\$ 57,845
	Average			\$ 56,709
Mono		\$ 67,002	0%	\$ 67,002

Appendix E

Appendix E

WIC Program Director/Registered Dietician

County	Survey County Position	Salary	PERS Adj	Adj Salary
Del Norte	PH Nutrition Manager II	\$ 86,133	3%	\$ 88,717
Glenn	Registered Dietician	\$ 86,133	3%	\$ 88,717
Siskiyou	WIC Program Manager	\$ 77,204	3%	\$ 79,520
Tehama	Registered Dietician II	\$ 71,094	3%	\$ 73,227
Tuolumne	Nutritionist II	\$ 88,945	3.75%	\$ 92,280
	Average			\$ 84,492
Mono		\$ 97,039	0%	\$ 97,039



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE January 7, 2025

Departments: Human Resources

TIME REQUIRED 10 minutes

SUBJECT Approval of Resolution Amending the
Allocation List and New Job
Description for the Chief Deputy
Treasurer-Tax Collector

**PERSONS
APPEARING
BEFORE THE
BOARD**

Christine Bouchard, Assistant County
Administrative Officer

AGENDA DESCRIPTION:

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

The Human Resources Department proposes staffing changes across departments to improve efficiency, including reclassifications in the Assessor's Office and Behavioral Health, new positions in Health and Human Services, and replacing the Assistant Finance Director in Finance with a Chief Deputy Treasurer-Tax Collector.

RECOMMENDED ACTION:

Approve the proposed resolution amending the allocation list. Approve the new job description for the Chief Deputy Treasurer-Tax Collector.

FISCAL IMPACT:

The total cost of the Auditor-Appraiser, \$119,268, of which \$80,128 is salary and \$39,140 is benefits. The cost for the remainder of the year is \$56,857, of which \$38,198 is salary and \$18,659 is benefits. This is a General Fund cost. The funds are currently available due to salary savings from vacancies. The total cost of the Community Health Outreach Specialist is \$108,935.33, of which \$69,177.00 is salary and \$39,758.33 is benefits. The cost for the remainder of the year is \$54,467.66, of which \$34,588.50 is salary and \$19,879.16 is benefits. This is not a General Fund cost, and the department has the funding to cover these costs. The total cost of the MCPE Staff Services Analyst I/II/III is \$112,914.30, of which \$72,679 is salary and \$40,235.30 is benefits. The total cost for the remainder of the year is \$56,457.15, of which \$36,339.50 is salary and \$20,117.65 is benefits. This is not a General Fund cost, and the department has the funding to cover these costs. The total cost of the At-Will Program Manager – Quality Improvement, \$160,835, of which \$130,138 is salary and \$36,697 is benefits. The cost for the remainder of the year is \$82,148, of which \$62,038 is salary and \$20,110 is benefits. This is not a General Fund cost, and the department has funding available to cover these costs. The total cost of the At-Will Chief Fiscal Officer, \$160,835, of which \$130,138 is salary and \$36,697 is benefits. The cost for the remainder of the year is \$82,148, of which \$62,038 is salary and \$20,110 is benefits. This is not a General Fund cost, and the department has funding available to cover these costs. The total cost of the At-Will Clinical Services Manager, \$152,821, of which \$118,039 is salary and \$34,782 is benefits. The cost for the remainder of the year is \$75,468, of which \$56,271 is salary and \$19,197 is benefits. This is not a General Fund cost, and the department has funding available to cover these costs. The total cost of the MCPE Staff Services Manager, \$140,900, of which \$107,763 is salary and \$33,137 is benefits. The cost for the remainder of the year is \$69,785, of which \$51,372 is salary and \$18,413 is benefits. This is not a General Fund cost, and the department has funding available to cover these costs. The total cost of the Chief Deputy Treasurer-Tax Collector, \$155,408, of which \$107,065 is salary and \$48,343 is benefits. The cost for the remainder of the year assuming the vacant position is filled by mid-February is \$57,480, of which \$39,599 is salary and \$17,880 is benefits. The exact cost will vary depending on the qualified candidate. This is a General Fund cost, but will likely result in a budget savings of approximately \$7,800 for the remainder of Fiscal Year 2024-25.

CONTACT NAME: Christine Bouchard




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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

Click to download
 Staff Report
 Resolution
 Job Description Chief Deputy Treasurer-Tax Collector

History

Time	Who	Approval
1/3/2025 8:40 AM	County Counsel	Yes
1/3/2025 10:02 AM	Finance	Yes
1/3/2025 10:55 AM	County Administrative Office	Yes



COUNTY ADMINISTRATIVE OFFICER
COUNTY OF MONO
Sandra Moberly, MPA, AICP

ASSISTANT COUNTY ADMINISTRATIVE OFFICER
Christine Bouchard

BOARD OF SUPERVISORS

CHAIR

Lynda Salcido / District 5

VICE CHAIR

Jennifer Kreitz / District 1

Rhonda Duggan / District 2

Paul McFarland / District 3

John Peters / District 4

COUNTY DEPARTMENTS

ASSESSOR

Hon. Barry Beck

DISTRICT ATTORNEY

Hon. David Anderson

SHERIFF / CORONER

Hon. Ingrid Braun

BEHAVIORAL HEALTH

Robin Roberts

COMMUNITY DEVELOPMENT

Wendy Sugimura

COUNTY CLERK-RECORDER

Queenie Barnard

COUNTY COUNSEL

Chris Beck

ECONOMIC DEVELOPMENT

Liz Grans

EMERGENCY MEDICAL

SERVICES

Bryan Bullock

FINANCE

Janet Dutcher, DPA, MPA,

CGFM, CPA

HEALTH AND HUMAN

SERVICES

Kathryn Peterson

INFORMATION

TECHNOLOGY

Mike Martinez

PROBATION

Karin Humiston

PUBLIC WORKS

Paul Roten

To: Board of Supervisors

From: Christine Bouchard, Assistant County Administrator

Date: January 7, 2025

Re: Amendments to Allocation List including reclassifications in the Assessor's Office and Behavioral Health, new positions in Health and Human Services, and replacing the Assistant Finance Director in Finance with a Chief Deputy Treasurer-Tax Collector

Strategic Plan Focus Area(s) Met

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

Discussion

The Human Resources Department has conducted an analysis of proposed changes across the following departments:

Assessor

The Assessor's Office proposes reclassifying one Appraiser position to an Auditor-Appraiser position to support cross-training and succession planning. With only one active Auditor-Appraiser, this change addresses recruitment challenges for this specialized role. Matthew Lund, who holds a BA in accounting, has expressed interest in advancing his career in this capacity. This reclassification will enhance coverage for this vital position and strengthen the department's succession plan.

Health and Human Services (HHS)

HHS proposes the following:

- Remove one Public Health Equity Officer position.
- Add one Community Health Outreach Specialist to support the CASPHI grant.
- Add one Staff Services Analyst I-II-III to manage administrative aspects of four housing programs, assist with CASPHI grant health equity initiatives, and provide support for assessment and planning efforts across Public Health programs and grants.

Behavioral Health

Behavioral Health requests the following changes:

- Add:
 - One Case Manager I/II/III.
 - Two Staff Services Analysts I/II/III.
 - Two Behavioral Health Services Coordinators I/II/III (MCPE Bargaining Unit).
- Remove one SUD Counselor III (MCPE Bargaining Unit).
- Reclassify the following positions:
 - Amanda Greenberg (Program Manager - MCPE) to At-Will Program Manager – Quality Improvement.
 - Jessica Workman (Staff Services Manager - MCPE) to At-Will Chief Fiscal Officer – Behavioral Health.
 - Janelle Clark (Clinical Services Manager - MCPE) to At-Will Program Manager – Clinical Services.
 - Laura Cruz (Staff Services Analyst III - MCPE) to Staff Services Manager - MCPE.

These reclassifications reflect additional responsibilities assumed by employees, deemed appropriate by the HR Director.

Finance

Following the December 20, 2024, retirement of Gerald Frank (Assistant Finance Director – TTC), investment management responsibilities have been outsourced to Chandler Investment Management, as approved by the Board on December 4, 2024.

With these changes, the Finance Department proposes reclassifying the Assistant Finance Director role to better align with current needs. Specifically:

- Remove one Assistant Finance Director.
- Add one Chief Deputy Treasurer-Tax Collector.



R25-__

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

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

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

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

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

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

Add the allocation of one full-time permanent Auditor-Appraiser salary range MCPE 70 (new total: Two) in the Assessor's Office,

Add the allocation of one full-time permanent Case Manager I/II/III salary range MCPE 54,58,60 (new total: Six) in Behavioral Health,

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

Add the allocation of one full-time permanent Staff Services Manager salary range MCPE 82(new total: One) in Behavioral Health,

Add the allocation of two full-time permanent Behavioral Health Services Coordinator I/II/III salary range MCPE 62,66,70 (New total: Five) in Behavioral Health,

1 Eliminate the allocation of one full-time Substance Use Disorders Counselor I/II/III,
2 salary range MCPE 54,58,62 (New total: Zero) in Behavioral Health,

3 Eliminate the allocation of one full-time Public Health Equity Officer, salary range At-
4 Will 109 (New total: Zero) in Health and Human Services,

5 Add the allocation of One full-time permanent Community Health Outreach Specialist,
6 salary range MCPE 63 (New total: three) in Health and Human Services,

7 Add the allocation of One full-time permanent Staff Services Analyst I/II/III, salary range
8 MCPE 66.70,74 (New total: Three),

9 Eliminate the allocation of One full-time permanent Assistant Finance Director, salary
10 range At-Will 118 (New total: One),

11 Add the allocation of One full-time permanent Chief Deputy Treasurer-Tax Collector,
12 salary range At-Will 114 (New total: One),

13 //

14 //

15
16 **PASSED, APPROVED** and **ADOPTED** this _____ day of _____, 2025,
17 by the following vote, to wit:

18 **AYES:**

19 **NOES:**

20 **ABSENT:**

21 **ABSTAIN:**

22
23
24
25
26 Lynda Salcido, Chair
Mono County Board of Supervisors

27
28 **ATTEST:**

APPROVED AS TO FORM:

29
30
31 Clerk of the Board

County Counsel



Chief Deputy Treasurer/Tax Collector

FLSA: Exempt	Bargaining Unit/Contract: AT-Will	Reports to: Finance Director
Location: Bridgeport/Mammoth Lakes	Salary/Level: 114	Position Type: Full-Time
EEO Category: 2	BOS approval Date: 01/7/2025	Last Revision: 01/2025

About the role

Under general direction, plan, directs, manages, and oversees the operations of the County Treasurer/Tax Collector's Office; to supervise and evaluate the work of subordinate staff, oversee the maintenance of accurate tax rolls and tax collection records; to assist with investment and cash management of County funds, to serve as the Treasurer/Tax Collector upon the request of the Director of Finance, and to do other work as required.

DISTINGUISHING CHARACTERISTICS

Positions in this class are distinguished from non-supervisory personnel by the exercise of supervisory responsibilities. In addition, incumbents perform a variety of highly complex professional accounting work. This classification is restricted to the Finance Department.

CLASSIFICATIONS SUPERVISED:

Assigned support staff.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Plans, directs, supervises, and coordinates the operations of the Treasurer/Tax Collector's office including tax notification, collection, accounting, cash management, banking, and remittance of funds received.
- Coordinates accounting and reporting procedures.
- Assists with the investment of public funds, as directed.
- Review and analyze cash flow needs and project funds available for investment.
- Supervises the reconciliation of bank, general ledger cash, daily cash management, and investment revenues.
- Makes final audits of monies received on secured tax collections.

- Maintains current awareness of relevant legislation and makes necessary office procedural changes to implement legislative mandates.
- Oversees collections and audits of the Transient Occupancy Tax Program
- Oversees collection and processing of secured, unsecured, supplemental, and delinquent tax collections and deposits.
- Serves as County Treasurer-Tax Collector in the absence of the Finance Director, or when delegated to do so.
- Monitor and maintain a positive working relationship between the County, the bank and other financial partners.
- Plans and coordinates the annual Tax Sale of Defaulted Property.
- Establish policies, procedures and controls related to the Treasurer-Tax Collector office.
- Research and prepare technical and administrative reports; prepare written communications.
- Plans, directs, organizes, assigns, trains, coaches and evaluates employees.

DESIREABLE QUALIFICATIONS

Knowledge of: (Examples)

- Policies, operations, and functions of the County Treasurer-Tax Collector's office.
- Principles and practices of budget development, preparation, and expenditure control.
- Principles of supervision, training, and performance evaluation.
- Pertinent Federal, State, and local laws, codes, and regulations including those governing County tax collection procedures and treasurer functions.
- Modern office practices, methods, and computer equipment.
- Basic principles and techniques of management and program administration.
- General knowledge of tax assessment procedures.
- Financial records required for maintenance of tax rolls and County tax collection.
- Procedures and laws for the disposal of property with delinquent taxes.
- Principles and procedures of financial and statistical record keeping and reporting.
- Spreadsheet and database applications and operations.

Required Skills: (Examples)

- Analyze, develop, evaluate and modify financial data related to financial management and investments.
- Assist with planning, directing, managing, and overseeing the programs, functions, and operations of the County Treasurer-Tax Collector's office.
- Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Participate in the development and preparation of the assigned budget and expenditure controls.
- Perform the most difficult and complex account and financial record keeping work in the maintenance and updating of County tax rolls.

- Administer the sale and transfer of properties with delinquent tax liens.
- Assist with performing the full range of County Treasurer-Tax Collector functions.
- Interpret, explain, and make recommendations on policies and procedures affecting the County Treasurer-Tax Collector functions.
- Communicate clearly and concisely, both orally and in writing.
- Establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work.

TRAINING AND EXPERIENCE

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

Experience:

Five years of increasingly responsible financial and account record keeping experience including two years of supervisory experience preferably working with the functions of a County Treasurer-Tax Collector office.

Training:

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

SPECIAL REQUIREMENTS

Possession of a valid driver's license.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods, frequently stand, and walk; normal manual dexterity and eye-hand coordination; lift and move objects weighing up to 25 pounds; corrected hearing and vision to normal range; verbal communication; use of office equipment, including computer, telephone, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is usually performed in an office environment, with frequent contact with staff and the public.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE January 7, 2025

Departments: Probation

TIME REQUIRED 10 minutes

SUBJECT Approval of Department Head to Hire
Family Member

**PERSONS
APPEARING
BEFORE THE
BOARD**

Christine Bouchard, Assistant County
Administrative Officer

AGENDA DESCRIPTION:

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

Proposed resolution approving the Chief Probation Officer to hire her Daughter-In-Law.

RECOMMENDED ACTION:

Adopt the proposed resolution approving the Chief Probation Officer to hire her Daughter-In-Law.

FISCAL IMPACT:

None.

CONTACT NAME: Christine Bouchard

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

SEND COPIES TO:

HR, Probation

MINUTE ORDER REQUESTED:

☒ YES ☐ NO

ATTACHMENTS:

Click to download

[Staff Report](#)

[Resolution](#)

History

Time	Who	Approval
12/30/2024 1:16 PM	County Counsel	Yes
1/2/2025 9:23 AM	Finance	Yes

1/2/2025 6:46 PM

County Administrative Office

Yes



COUNTY ADMINISTRATIVE OFFICER
COUNTY OF MONO
Sandra Moberly, MPA, AICP

ASSISTANT COUNTY ADMINISTRATIVE OFFICER
Christine Bouchard

BOARD OF SUPERVISORS

CHAIR

Lynda Salcido / District 5

VICE CHAIR

Jennifer Kreitz / District 1

Rhonda Duggan / District 2

Paul McFarland / District 3

John Peters / District 4

COUNTY DEPARTMENTS

ASSESSOR

Hon. Barry Beck

DISTRICT ATTORNEY

Hon. David Anderson

SHERIFF / CORONER

Hon. Ingrid Braun

BEHAVIORAL HEALTH

Robin Roberts

COMMUNITY DEVELOPMENT

Wendy Sugimura

COUNTY CLERK-RECORDER

Queenie Barnard

COUNTY COUNSEL

Chris Beck

ECONOMIC DEVELOPMENT

Liz Grans

EMERGENCY MEDICAL

SERVICES

Bryan Bullock

FINANCE

Janet Dutcher, DPA, MPA,

CGFM, CPA

HEALTH AND HUMAN

SERVICES

Kathryn Peterson

INFORMATION

TECHNOLOGY

Mike Martinez

PROBATION

Karin Humiston

PUBLIC WORKS

Paul Roten

To: Mono County Board of Supervisors

From: Christine Bouchard, Assistant County Administrative Officer

Date: January 7, 2025

Re: Approval of a resolution for Probation to hire a relative

Strategic Plan Focus Area(s) Met

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

☐ Sustainable Public Lands ☒ Workforce & Operational Excellence

Discussion

The Mono County Probation Department seeks to hire a candidate who is a relative of Chief Probation Officer Karin Humiston. Employing relatives in the County requires thorough consideration to uphold integrity, fairness, and public trust. To address these concerns, Mono County's personnel rules stipulate the need for a clear supervisory hierarchy in cases where familial relationships exist in the workplace.

The candidate's qualifications present a significant opportunity to enhance the department's operations. However, to move forward with this employment, the Board of Supervisors must approve it with a four-fifths vote.

To maintain impartiality and proper oversight, the proposed employee will be directly supervised by the Deputy Probation Officer IV position, ensuring two levels of supervision between the new hire and the Chief Probation Officer.

To further mitigate any potential conflicts, the new hire will be directed to consult with the Human Resources Director for any tasks or issues that cannot be resolved by Deputy Probation Officer IV, bypassing Chief Probation Officer Humiston entirely.

This structured approach ensures compliance with county policies while leveraging the candidate's skills to benefit the department.



R25-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS APPROVING THE EMPLOYMENT OF A RELATIVE
OF THE CHIEF PROBATION OFFICER AND ESTABLISHING SUPERVISORY
OVERSIGHT MEASURES**

WHEREAS, the Mono County Probation Department seeks to hire a candidate, (Marysol Castellon who is a relative of Chief Probation Officer Karin Humiston; and

WHEREAS, Mono County personnel rules require careful consideration of familial relationships in the workplace to uphold integrity, fairness, and public trust; and

WHEREAS, Mono County personnel rules require that employment of a relative must be authorized by a four-fifths vote of the Board of Supervisors; and

WHEREAS, the candidate's qualifications provide a significant opportunity to enhance the operations of the Probation Department; and

WHEREAS, to ensure impartiality and proper oversight, the new hire will be directly supervised by the Deputy Probation Officer IV position, maintaining two levels of separation between the employee and the Chief Probation Officer; and

WHEREAS, to further mitigate potential conflicts of interest, the new hire will be directed to consult with the Human Resources Director for any issues or tasks that cannot be resolved by Deputy Probation Officer IV, bypassing Chief Probation Officer Karin Humiston entirely;

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

1. The employment of the candidate, who is a relative of Chief Probation Officer Karin Humiston, is hereby approved, subject to a four-fifths vote of the Board; and
2. The new hire shall be directly supervised by the Deputy Probation Officer IV position, ensuring two levels of separation from the Chief Probation Officer; and
3. A 5% salary adjustment for the Deputy Probation Officer IV position is approved to account for the additional supervisory responsibilities. The 5% salary adjustment will automatically expire if the (insert candidate name) should cease working for Mono County Probation; and
4. The new hire shall consult directly with the Human Resources Director for any tasks or issues that cannot be resolved by the Deputy Probation Officer IV; and
5. This resolution affirms compliance with Mono County personnel policies while leveraging the candidate's qualifications to benefit the Probation Department.

PASSED, APPROVED and ADOPTED this 7th day of January 2025, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

/

//

///

////

Lynda Salcido , Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE January 7, 2025

Departments: District Attorney

TIME REQUIRED 5 minutes

SUBJECT Terms and Conditions of Employment
for Assistant District Attorney

**PERSONS
APPEARING
BEFORE THE
BOARD**

David Anderson, District Attorney

AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Brad Braaten as Assistant District Attorney, and prescribing the compensation, appointment, and conditions of said employment.

RECOMMENDED ACTION:

Announce Fiscal Impact. Adopt proposed resolution, approving a contract with Brad Braaten as Assistant District Attorney, and prescribing the compensation, appointment, and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

FISCAL IMPACT:

The fiscal impact for this position for a complete fiscal year is \$195,606 of which \$158,183 is salary and \$37,423 is benefits. This is included in the Department's 2024/2025 Budget.

CONTACT NAME: David Anderson

PHONE/EMAIL: 760-924-1714 / danderson@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

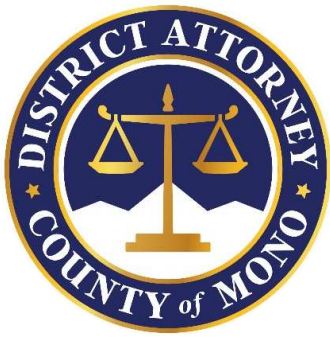
☒ YES ☐ NO

ATTACHMENTS:

Click to download
Staff Report - Employment Agreement with Brad Braaten
Resolution - Employment Agreement with Brad Braaten
Employment Agreement with Brad Braaten

History

Time	Who	Approval
12/27/2024 10:55 AM	County Counsel	Yes
12/26/2024 4:04 PM	Finance	Yes
12/29/2024 8:20 PM	County Administrative Office	Yes



OFFICE OF THE DISTRICT ATTORNEY COUNTY OF MONO

DAVID ANDERSON
District Attorney

Date: December 16, 2024

To: Honorable Board of Supervisors

From: David Anderson, District Attorney

Subject

Terms and Conditions of Employment for Brad Braaten as Assistant District Attorney.

Recommendation

Sign Terms and Conditions of Employment for Brad Braaten for the position of Assistant District Attorney.

Discussion

Mr. Braaten's employment with the Mono County District Attorney's office dates to 2014. After a 3-year departure, Mr. Braaten returned to the County in 2023 and has served as a Deputy District Attorney III since then. With the Board's recent adoption of a flexible range for attorneys, I would like to promote Mr. Braaten to Assistant District Attorney.

Mr. Braaten has been a criminal law attorney for over 18 years, 15 of which have been as a prosecutor. His wealth of knowledge and experience will continue to be a great asset to the Office and the County.



RESOLUTION NO. R25-

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

WHEREAS, the Mono County Board of Supervisors has the authority under Section 25300 of the Government Code to prescribe the compensation, appointment, and conditions of employment of County employees;

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors, that the Agreement Regarding Terms and Conditions of Employment of Brad Braaten, a copy of which is attached hereto as an exhibit and incorporated herein by this reference as though fully set forth, is hereby approved and the compensation, appointment, and other terms and conditions of employment set forth in that Agreement are hereby prescribed and shall govern the employment of Brad Braaten. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED AND ADOPTED this 7th day of January, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST: _____
Clerk of the Board

Lynda Salcido, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

**AGREEMENT REGARDING TERMS AND CONDITIONS OF
EMPLOYMENT OF BRAD BRAATEN
AS ASSISTANT DISTRICT ATTORNEY FOR MONO COUNTY**

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

I. RECITALS

Brad Braaten (hereinafter “Mr. Braaten”) is currently employed by Mono County as one of its Deputy District Attorneys. The County now wishes to employ Mr. Braaten in the at-will position of Assistant District Attorney in accordance with the terms and conditions set forth in this Agreement. Mr. Braaten wishes to accept continued employment with the County on said terms and conditions.

II. AGREEMENT

1. This Agreement shall commence January 7, 2025, (“Effective Date”) and shall remain in effect unless or until terminated by either party in accordance with this Agreement.
2. As of the Effective Date, Mr. Braaten shall be employed by Mono County as its Assistant District Attorney, serving at the will and pleasure of the District Attorney. Mr. Braaten accepts such employment. The District Attorney shall be deemed the “appointing authority” for all purposes with respect to Mr. Braaten’s employment. The District Attorney and Mr. Braaten will work together to establish specific, measurable, achievable and realistic performance goals for Mr. Braaten’s work. Mr. Braaten’s job performance and progress towards achieving the agreed-upon goals shall be evaluated by the District Attorney in accordance with the “Policy Regarding the Compensation of At-Will and Elected Management Level Officers and Employees” most recently adopted by the Mono County Board of Supervisors on April 2, 2024, and as the same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the “*Management Compensation Policy*”).
3. Mr. Braaten’s salary shall be Range 122, Step B as set forth in the “Resolution of the Mono County Board of Supervisors Adopting a Salary Matrix and Position Assignment Schedule for At-Will Employees and Elected Department Heads”, most recently updated on April 2, 2024, and as same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the “*Salary Matrix*”) and shall be modified as provided in the then-applicable Management Compensation Policy and Salary Matrix.
4. Mr. Braaten understands that he is responsible for paying the employee’s share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to his employment for the County as determined by the County’s contract with PERS and/or County policy, and also any employee share of the “normal cost” of his

retirement benefits that may be mandated by the Public Employees Pension Reform Act of 2013 (PEPRA).

5. Mr. Braaten shall continue to earn and accrue vacation and sick leave in accordance with the “Policy Regarding Benefits of At-Will and Elected Management-Level Officers and Employees,” updated most recently by the Mono County Board of Supervisors on April 2, 2024, and as the same may be further amended from time to time and unilaterally implemented by the County (hereinafter the “**Management Benefits Policy**”) and in accordance with any applicable County Code provisions not in conflict with said Policy. Also, pursuant to said Policy, in recognition of the fact that his employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, he shall be entitled to 80 hours of merit leave (aka administrative leave) during each calendar year of service. Mr. Braaten understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31st of each calendar year in which it is provided, or it is lost. Consistent with Mr. Braaten’s uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Mr. Braaten may have accrued as of the effective date of this Agreement nor on his original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Mr. Braaten’s date of eligibility for or vesting of any non-salary benefits or for any other purpose.
6. The County shall pay the professional dues, subscriptions, and other educational expenses necessary for Mr. Braaten’s full participation in applicable professional associations, for his continued professional growth and for the good of the County, as determined to be appropriate, and as approved by the District Attorney.
7. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Mr. Braaten shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County’s Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits at the tier applicable to Mr. Braaten’s employment, CalPERS medical insurance, County dental and vision coverage, and life insurance.
8. Mr. Braaten understands and agrees that his receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on his actual and regular rendering of full-time personal services to the County or, in the event of any absence, upon his proper use of any accrued leave. Should Mr. Braaten cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then he shall cease earning or receiving any additional compensation or benefits until such time as he returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Mr. Braaten’s regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this

Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees.

9. Consistent with the “at will” nature of Mr. Braaten’s employment, the District Attorney may terminate Mr. Braaten’s employment at any time during this Agreement, without cause. In such event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Mr. Braaten understands and acknowledges that as an “at will” employee, he will not have permanent status nor will his employment be governed by the Mono County Personnel Rules, except to the extent the Rules are ever modified to apply expressly to at-will employees. Among other things, he will have no property interest in his employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the District Attorney may, in his or her discretion, take during Mr. Braaten’s employment.
10. In the event of a termination without cause under paragraph 9, Mr. Braaten shall receive as severance pay a lump sum equal to six (6) months’ salary. For purposes of severance pay, “salary” refers only to base compensation. Mr. Braaten shall not be entitled to any severance pay in the event that the District Attorney has grounds to discipline him on or about the time he gives him the notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in section 520 of the Mono County Personnel Rules, as the same may be amended from time to time. Mr. Braaten shall also not be entitled to any severance pay in the event that he becomes unable to perform the essential functions of his position (with or without reasonable accommodations) and his employment is duly terminated for such non-disciplinary reasons.
11. Mr. Braaten may resign his employment with the County at any time. His resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Mr. Braaten shall not be entitled to any severance pay or earn or accrue additional compensation of any kind after the effective date of such resignation.
12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Mr. Braaten, and shall supersede and replace any and all prior agreements or understandings regarding Mr. Braaten’s employment.
13. The parties agree that the Board of Supervisors’ approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties’ intent to alter in any way the fundamental statutory (non-contractual) nature of Mr. Braaten’s employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing.

Rather, the parties intend that Mr. Braaten's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus. Pursuant to Government Code sections 53243 et seq., Mr. Braaten shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if Mr. Braaten is convicted of a crime involving abuse of office or position.

14. Mr. Braaten acknowledges that this Agreement is executed voluntarily by him, without duress or undue influence on the part or on behalf of the County. Mr. Braaten further acknowledges that he has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive his right to do so, and that he is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.
15. For purposes of this Agreement, a photocopy, facsimile, .pdf, or electronically scanned signatures, including but not limited to DocuSign or similar service, shall be deemed as valid and as enforceable as an original.

III. EXECUTION:

This Agreement is executed by the parties this 7th day of January, 2025.

EMPLOYEE

THE COUNTY OF MONO

Brad Braaten

Lynda Salcido, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE January 7, 2025

Departments: County Administrative Office

TIME REQUIRED 5 minutes

SUBJECT Housing Ad Hoc Committee Charter
Update and Appointment of Board
Members

**PERSONS
APPEARING
BEFORE THE
BOARD**

Sandra Moberly, County
Administrative Officer

AGENDA DESCRIPTION:

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

The Board of Supervisors created a housing Ad Hoc in March of 2023. This item allows the Board to update the Ad Hoc charter and appoint Board members to the Ad Hoc.

RECOMMENDED ACTION:

Review the Ad Hoc charter and appoint Board Members to the Ad Hoc.

FISCAL IMPACT:

None.

CONTACT NAME: Sandra Moberly

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

Click to download
Staff Report
Attachment 1 - Housing Ad Hoc Charter

History

Time	Who	Approval
12/27/2024 10:53 AM	County Counsel	Yes
12/26/2024 3:44 PM	Finance	Yes



COUNTY ADMINISTRATIVE OFFICER
COUNTY OF MONO
Sandra Moberly, MPA, AICP

ASSISTANT COUNTY ADMINISTRATIVE OFFICER
Christine Bouchard

BOARD OF SUPERVISORS

CHAIR

Lynda Salcido / District 5

VICE CHAIR

Jennifer Kreitz / District 1

Rhonda Duggan / District 2

Paul McFarland / District 3

John Peters / District 4

COUNTY DEPARTMENTS

ASSESSOR

Hon. Barry Beck

DISTRICT ATTORNEY

Hon. David Anderson

SHERIFF / CORONER

Hon. Ingrid Braun

BEHAVIORAL HEALTH

Robin Roberts

COMMUNITY DEVELOPMENT

Wendy Sugimura

COUNTY CLERK-RECORDER

Queenie Barnard

COUNTY COUNSEL

Chris Beck

ECONOMIC DEVELOPMENT

Liz Grans

EMERGENCY MEDICAL

SERVICES

Bryan Bullock

FINANCE

Janet Dutcher, DPA, MPA,

CGFM, CPA

HEALTH AND HUMAN

SERVICES

Kathryn Peterson

INFORMATION

TECHNOLOGY

Mike Martinez

PROBATION

Karin Humiston

PUBLIC WORKS

Paul Roten

To: Mono County Board of Supervisors

From: Sandra Moberly, County Administrative Officer

Date: January 7, 2025

Re: Housing Ad Hoc Committee Charter Update and Appointment of
Board Members

Strategic Plan Focus Area(s) Met

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

☐ Sustainable Public Lands ☒ Workforce & Operational Excellence

Discussion

The Board of Supervisors established the Housing Ad Hoc on March 24, 2023, to evaluate potential housing sites in response to a report prepared by Stan Kealing, which was presented to the Board on March 14, 2023. Additionally, the Housing Ad Hoc was tasked with discussing, potentially initiating, and reviewing feasibility studies to support recommendations to the full Board.

Since its formation, the Ad Hoc has evaluated several sites for housing development and continues to assess new opportunities as they arise. This Ad Hoc is considered episodic, as properties for housing development are not continuously available; the Ad Hoc addresses them as they come up.

**County of Mono
Housing Site Evaluation Committee
Charter / Scope of Work
(Board Report – Attachment 1)**

Background

On March 14, 2023, the Board of Supervisors received a housing update from Stan Kealing. This update included a general overview of several potential properties that might serve as housing sites. Since reviewing the report, the Ad Hoc committee has continued to assess and evaluate properties for affordable housing development.

The Brown Act limits closed session discussions on real estate transactions to price and terms of payment. It does not allow for feasibility studies to determine the potential scope of affordable housing development on a site.

Purpose and Scope

The Ad Hoc committee will collaborate with staff to evaluate potential housing sites and develop recommendations for the full Board of Supervisors. The committee may direct staff to engage consultants to conduct feasibility studies and ensure due diligence is completed.

Committee Duration

This committee will convene as needed when potential housing sites are identified and will operate on an episodic basis.

Committee Members

Committee members will be appointed by the Board of Supervisors.

County Department, Other Agency, and Consulting Resources

County Administrative Officer, with support from County Counsel, Housing Opportunities manager, and outside consultant resources.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE January 7, 2025

Departments: Public Works - Solid Waste

TIME REQUIRED 10 minutes

SUBJECT Solid Waste Floor Rate Increases

**PERSONS
APPEARING
BEFORE THE
BOARD**

Paul Roten, Public Works Director

AGENDA DESCRIPTION:

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

This item includes consideration to increase the Solid waste fees charged by Franchisees, with Solid Waste Franchise Adjustments to Floor Rates, Surcharge Rates and Service Fees.

RECOMMENDED ACTION:

Determine appropriate adjustments to Floor Rates, Surcharge Rates, and Service Fees, Approve proposed amendments to franchise agreements with Mammoth Disposal Company and D&S Waste Removal, Inc. adjusting the Service Fee Floors as determined by the Board. Authorize CAO to finalize and execute amendments as to each franchisee.

FISCAL IMPACT:

There would likely be no fiscal impact related to Service Fee Floor Adjustments, as the County fee Collection is only related to tonnage of waste moved. If the surcharge fee is raised, then the amount collected would be approximately \$3,000 for every \$1.00 the fee is raised. If Franchisees raise their service fees, then such increase likely generates some proportional higher franchise fee revenue to the County.

CONTACT NAME: Paul Roten

PHONE/EMAIL: 760-709-0427 / proten@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> REF 1 MD PROPOSED ADJUSTMENTS
<input type="checkbox"/> REF 2 PRESENT FLOOR
<input type="checkbox"/> REF 3 ADJUSTED FLOOR

 [REF 4 FROM FRANCHISE CONTRACT](#)

 [REF 5 Draft Amendment](#)

History

Time	Who	Approval
12/27/2024 10:56 AM	County Counsel	Yes
12/26/2024 3:56 PM	Finance	Yes
1/2/2025 10:03 AM	County Administrative Office	Yes



MONO COUNTY

DEPARTMENT OF PUBLIC WORKS

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

Date: January 7, 2025
To: Honorable Chair and Members of the Board of Supervisors
From: Paul Roten, Director of Public Works
Subject: Solid Waste Floor and Surcharge Rate Increases

Background:

The County currently contracts with two solid waste franchise haulers, Mammoth Disposal Company and D&S Waste Removal, Inc. ("the Franchisees"). Both franchise agreements are set to expire on December 31, 2033, though the dual franchise system is expected to be renewed and continue for the foreseeable future.

The Franchisees are authorized to conduct solid waste handling services on behalf of the County in alignment with the California Integrated Waste Management Act. Typically, this work consists of curbside collection, transfer and disposal of solid waste and recyclables.

The County does not set rates for the franchise services, instead those rates are set by the franchisees in their discretion. However, the franchise agreements establish a "service fee floor" below which rates may not drop.

The County included in franchise agreements a flat surcharge to be paid to the county for each ton of the solid waste collected and delivered to locations other than Mono County Landfills and transfer station. Mono County does not accept Municipal Solid Waste (MSW) from the franchises and does not have facilities that can bury MSW.

Discussion:

- Adjustments

Attached as "Reference 1" is a request from Mammoth Disposal for an adjustment in the service fee floor. ***Mammoth Disposal's request for a service floor increase is 28.1%.*** The Mammoth Disposal request is generally consistent with Article 13 of the Franchise Agreements Service Fees" (Attached as "Reference 4"). D&S has not made a request for a Floor Rate increase. Any increase in Floor Rates will be consistent with both Franchisees.

Service Fee Floor (Section 13.01 c.)

The Service Fee Floor may be adjusted by following the methods identified in Section 13.01c Service Fee Adjustments (Section of Franchise agreements attached as Reference 4). There has been no increase in the Service Fee Floor since 2022. The rate increases were held for the year of Covid, then again last year. The 28.1% increase includes adjustments for CPI and PPI for years 2023, 2024, and 2025, along with increases due to Franchise fee adjustments, Brokerage Expenses and Gate Fee adjustments.

Reference 2 shows the present floor rates. Reference 3 shows the floor rates if adjusted by either 20% or 28.1% and includes a comparison to the existing rates. Public Works recommends an increase of 20% this year, then 5% per year until the adjusted rate matches the calculated inflation based on Section 13.01c.

Surcharge Adjustment (Section 13.02 a. 2.)

The Surcharge rate was set to \$28.00 per ton on or about December 9 of 2022. As noted in the excerpt from the Franchise Agreements (Reference 4): "By the end of the first Quarter of each year, County will determine whether County requires modification to the Surcharge to account for increases or decreases in management costs. The County shall Notify Franchisee of the new Surcharge, which will take effect July 1 of that year. This is the correct time to discuss and consider a Surcharge increase to support the required reporting and management of the Mono County Solid Waste Program. For each \$1.00 Surcharge increase, the County would likely receive approximately \$3000 additional revenue, at approximately 1/4 of 1% to each franchisees' overall cost. Public Works is presently recommending an increase of the surcharge to \$30.00 per ton (approximately 7.14% increase).

- Affect to the Customer:

In general, a Floor rate increase will cause an increase to the Customers rates. The Franchisee may charge "more" than the Floor rate but not less. If the floor rate increases above the rate that the Franchisee charges, then they will be required to increase their rates. Each year the Franchisees may raise rates up to 5% with no board action, or more with approval from the board.

- Presently Mammoth Disposals' rates are approximately 15% over the floor rates, having implemented 5% increases for the last 3 years. Mammoth Disposal Customers would likely see an increase of 5% if Board agrees to a 20% floor increase this year, and an increase of over 11% if the Board decides on a 28.1% increase to the Floor rate.

- Presently, the D&S percentage above floor rates varies. The charge for residential service fees for 2 – 32-gallon cans is \$36.30 a month (32% greater than the floor rate), so this could remain unchanged. The monthly fee for 96-gallon carts is \$44.57 (6.5% greater than the floor rate), so this would see a monthly increase of \$5.65 at 20%, or \$9.04 at 28.1%. The commercial fees are approximately floor rate so would see increases to the new floor rates. D&S may raise their rates by an amount of 5% without this item.

- Summary

As noted in Contract Section 13.01 d Resolution of Issues Regarding Service Fee Adjustments, *“Any issue regarding Service Fee adjustments, or the computation thereof will be decided by the County Board.”* (see Reference 4)

Upon the direction of the Board, Public Works in collaboration with County Counsel will finalize these documents, with approved adjustments and work with the Franchisees to gain signatures. Reference 5 includes a Draft Amendment to the Primary Franchise Agreement.

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

Respectfully submitted,



Paul Roten – Director of Public Works

Attachments: Reference 1 – Request for Service Fee Floor changes
 Reference 2 – Present Floor Rate
 Reference 3 – Adjusted Floor Rate Example
 Reference 4 – Portion of Primary Franchise Agreement - Article 13
 Reference 5 – Draft Amendment to Primary Franchise Agreement –
 Service Fee Floor Adjustments



September 30, 2024

REFERENCE 1

Paul Roten
Public Works Department
County of Mono
P.O. Box 457
Bridgeport, CA 93517

RE: Waste Collection Franchise Floor Rate Adjustment Request

Dear Mr. Roten,

Per our discussion on July 24, 2024, we are providing you with an updated request for a floor rate increase, reflecting adjustments for the disposal gate rates and for the per ton franchise fee payments. The floor rates have not been addressed for the last few years.

We now submit the proposed 2025 floor rate increase of 28.10%, effective January 1, 2025. Exhibit A includes Franchise Agreement language and background on prior rate increase requests.

This revised increase is comprised of the following:

- 2.36% is the estimated 2025 CPI (Exhibit B);
- -1.08% is the estimated 2025 PPI (Exhibit B);
- 4.28% is the total calculated 2024 CPI and PPI Exhibit C);
- 7.22% is the total calculated 2023 CPI and PPI (Exhibit D);
- 1.33% for added expenses related to Per-Ton Franchise Fees, changing from 4% on monies collected to a \$28 per ton on all tons picked up fee (to the county), totaling an estimated 10,000 per year (Exhibit E);
- 5.00% for increased disposal fees related to increased brokerage expenses (Exhibit F) (The actual calculated disposal expense increase totals 8.5%, however, per the Agreement we are capped at 5.00%. The 3.50% difference will roll over into 2025.);
- 3.5% rollover of increased disposal fees related to increased brokerage expenses (Exhibit F); and
- 5.49% for increased gate rate at Pumice Valley Landfill (Exhibit G).

Mammoth Disposal is proud to be a safe, dependable service provider for Mono County residents and is grateful for the continued partnership we have with the community. We respectfully request an increase to the floor rates to take effect January 1, 2025.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael Smith", is written over a horizontal line.

Michael Smith
District General Manager
Cell: (775) 209-4718



EXHIBIT A

CONTRACT EXCERPTS

Section 13.01(c)1(i) Seventy-five (75%) of Franchisee's Service Fees shall be adjusted in accordance with the Consumer Price Index- Not Seasonally Adjusted, U.S. City Average for Garbage and Trash Collection ("CPI"), as published by the United States Department of Labor, Bureau of Labor Statistics, for the month of September during the most recent 12-month period preceding the upcoming operating year.

Section 13.01(c)1(ii) Five percent (5%) of Franchisee's Service Fees are subject to adjustment as described below in accordance with the Producer Price Index- Not Seasonally Adjusted, U.S. City Average for #2 Diesel all items ("PPI"), as published by the United States Department of Labor, Bureau of Labor Statistics, for the month of September during the most recent 12-month period preceding the upcoming operating year.

Section 13.01(c)1(iii) Gate Fee Adjustment. Twenty percent (20%) of Franchisee Service Fees are subject to adjustment to reflect increases or decreases in the gate fees charged at the Designated Disposal Site. This portion of Franchisee Service Fees will apply either generally to the gate fees for solid waste, or for the specific category of waste for which the Franchisee has established a Service Fee, such as white goods, tires, C&D Waste, or others that may be applicable. The total adjustment of Service Fees under this subsection, whether upward or downward, may not exceed five percent (5%) in any one Contract Year. If either the CPI or PPI category specified above is discontinued or revised during the Term by the United States Department of Labor, Bureau of Labor Statistics, such other government index or computation with which it is replaced will be used in order to obtain substantially the same result as would be obtained if the category had not been discontinued or revised. County will specify any replacement index to the CPI or PPI category at its sole discretion.

Section 13.02 - Fees Payable by Franchisee.

a. Surcharge.

1. Amount.

...Franchisee will pay County a flat Surcharge of \$28.00 on each ton of waste collected in unincorporated Mono County that is not delivered to and subject to a tipping fee at a County-owned Satellite Transfer Station (i.e., the Benton, Paradise, Chalfant, Walker, Bridgeport, or Pumice Valley Satellite Transfer Stations). For each ton of waste that has been subject to a tipping fee at a County-owned Satellite Transfer Station, this surcharge shall not apply.

2. Adjustment to Surcharge.

By the end of the first Quarter of each year, County will determine whether County requires modification to the Surcharge to account for increases or decreases in management costs. County shall Notify Franchisee of the new Surcharge, which will take effect July 1 of that year.



EXHIBIT A *Continued*

CPI and PPI Rate Increase History

- During 2020 and 2021, our communities were significantly impacted by COVID-19, thus Mammoth Disposal elected not to request an increase to the floor rates during those years.
- We requested a floor rate increase of 13.89% for 2022, which included 2020-2021 CPI, 2020-2021 PPI, and disposal cost increases. Instead of implementing this rate increase on January 1, 2022, the County delayed approval until September 6, 2022, and thus the adjusted rates were not implemented for the period of January 1, 2022 to August 31, 2022. We have yet to be paid the increase for those eight months.
- As per the Agreement, our letter dated September 29, 2022, requested a floor rate increase for 2023. We requested an increase of 5.00%, although the total calculated 2023 CPI and PPI was 7.22%. Mono County staff, however, failed to consider our request. Therefore, we are now requesting a floor rate increase for the full 2023 calculation of 7.22% to be effective January 1, 2023. (Exhibit B)
- On September 30, 2023, we submitted our 2024 floor rate increase request of 10.00%, which included 5.00% for the 2023 floor rate increase request that was never acknowledged, and a 5.00% increase for 2024. The estimated total CPI (5.69%) and PPI (-.36%) calculation for 2024 was 5.33% as of the letter dated September 30, 2023; however, we only requested the capped amount (5.00%) pursuant to the Agreement.
- On November 10, 2023, we submitted our 2024 floor rate increase of 17.83%. This increase is comprised of the estimated CPI of 5.21%, the estimated PPI of -0.93%, the total calculated 2023 CPI and PPI of 7.22%, 1.33% for added expenses related to Per-Ton Fee paid to the County, totaling an estimated \$10,000 (not covered by the increase approved by the County) per year (Exhibit E), and 5.00% for increased disposal fees related to increased brokerage expenses (Exhibit F). (The actual calculated disposal expense increase totals 8.5%, however, per the Agreement we are capped at 5.00%. The 3.50% difference will roll over into 2025.)
- We now submit the proposed 2025 floor rate increase of 28.10%. This increase is comprised of the estimated CPI of 2.36%, the estimated PPI of -1.08%, the total calculated 2024 CPI and PPI of 4.28%, the total calculated 2023 CPI and PPI of 7.22%, 1.33% for added expenses related to Per-Ton Fee paid to the County, totaling an estimated \$10,000 (not covered by the increase approved by the County) per year (Exhibit E), 5.00% for increased disposal fees related to increased brokerage expenses (Exhibit F), 3.5% 2025 rollover for increased disposal fees related to increased brokerage expenses (Exhibit F), and 5.49% for increased gate rate at Pumice Valley Landfill (Exhibit G).

CPI and PPI Rate Increase History

Our Mammoth Lakes Transfer Station was completed in December 2022, when the Benton Crossing Landfill was permanently closed. Our facility offers MSW drop off, yard debris drop off, recycling, CRV buyback, household hazardous waste drop off, and other community services. We currently haul all Mono County solid waste to our transfer station where it is processed and hauled to Fallon, Nevada, via a third-party hauler.



In October 2023, we were notified that our third-party hauler could no longer perform under the current contract. As a result, our brokerage fees will increase from \$51.00 per ton to \$85.00 per ton starting January 1, 2024. We have held the rates steady for the last 12 months; however, the 2024 increase in the transportation fees will have a direct impact on Mono County as well as the town of Mammoth Lakes. Thus, per the terms of the Franchise Agreement, we are requesting a floor rate increase.

MONO

CPI-All Urban Consumers (Current Series)

CPI All Urban Consumers - Garbage and Trash Collection

<https://data.bls.gov/PDQWeb/cu>

Exhibit B

		18.533	3.14% CPI % Change		2.36% 75%		Calculated Garbage Index @ 75%	
At least 60 days prior to Reset date.								
For this exercise: Aug to Aug				-1.08% 5%		* PPI Adjustment is Five percent (5%) for the Adjusted Franchise Fee by the % change.		
100% of change; either up or down.								

MONO

CPI-All Urban Consumers (Current Series)

CPI All Urban Consumers - Garbage and Trash Collection

<https://data.bls.gov/PDQWeb/cu>

Exhibit C

		38.743	6.94% CPI % Change		Calculated Garbage Index @ 75%																	
At least 60 days prior to Reset date.			5.21% 75%																			
For this exercise: Sept to Sept			-0.93% 5%		* PPI Adjustment is Five percent (5%) for the Adjusted Franchise Fee by the % change.																	
100% of change; either up or down.																						
		4.28% All In Rate Including Fuel Component																				
2023 Request not applied to floor rates (Exhibit C)		7.22%		5.00% PI - Capped																		
2023 Franchise Fee Increase (Exhibit D)		1.33%		-0.72% difference																		
2024 Brokerage Cost Increase (Exhibit E)		5.00%																				
Total 2024 CPI Request		17.83%																				
Series Title	Garbage and trash collection in U.S. city average, all urban consumers, not seasonally adjusted																					
Series ID	CUUR0000SEHG02																					
Seasonality	Not Seasonally Adjusted																					
Survey Name	CPI-All Urban Consumers (Current Series)																					
Measure Data Type	Garbage and trash collection																					
Area	U.S. city average																					
Item	Garbage and trash collection																					
Year		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec									
2017		446.266	447.699	446.987	447.129	447.272	448.046	448.328	448.717	449.008	452.196	453.820	453.596									
2018		453.354	454.915	455.230	458.722	462.887	465.041	465.579	470.457	471.026	472.535	486.650	485.935									
2019		475.687	477.474	478.569	479.449	480.865	480.984	482.138	483.987	484.346	486.133	486.485	486.708									
2020		491.003	494.429	495.288	494.432	494.946	496.679	498.564	500.882	501.756	503.315	504.970	508.190									
2021		512.722	517.270	518.505	518.579	516.440	517.202	521.185	524.408	529.934	530.114	529.053	532.538									
2022		533.078	538.313	540.719	542.564	544.546	547.554	548.187	548.706	558.254	561.090	563.816	565.185									
2023		570.412	575.697	576.773	580.124	587.431	589.812	596.167	597.347	596.997												
	PY Monthly Growth	0.10%	0.98%	0.45%	0.34%	0.37%	0.55%	0.12%	0.09%	1.74%	0.51%	0.49%	0.24%									
	CY Monthly Growth	0.92%	0.93%	0.19%	0.58%	1.26%	0.41%	1.08%	0.20%	-0.06%												
PPI Commodity Data										-127.75	-18.60% PPI % Change											
Original Data Value											* PPI Adjustment is Five percent (5%) for the Adjusted Franchise Fee by the % change.											
Series Id:	WPU05730302												At least 60 days prior to Reset date.									
Not Seasonally Adjusted																						
Series Title:	PPI Commodity data for Fuels and related products and power-No. 2 diesel fuel, not seasonally adjusted												For this exercise: Sept to Sept									
Group:	Fuels and related products and power												100% of change; either up or down.									
Item:	No. 2 diesel fuel																					
Base Date:	198506																					
Years:	2013 to 2023																					
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec										
2016	149.2	141.9	149.5	154.7	180.7	194.5	197.2	187.5	204.1	199.9	196.6	198.8										
2017	201.6	204.6	202	203.9	217.3	214.7	224.8	236.5	255.6	267.2	280	280.1										
2018	287.1	283.5	281.4	290.2	314.4	327.3	321.6	318.3	328.6	340.1	331.4	291.2										
2019	251.7	273.2	299.5	297.5	294.2	255.9	275.4	259.3	273.4	276.1	279.3	289.3										
2020	268.5	241.9	212.4	154.8	135.5	172.5	224.3	239.1	222.2	234.5	251.7	281.1										
2021	291.5	331	380.6	353	399.1	397.8	409.28	403.413	418.304	468.29	459.056	433.4										
2022	457.451	519.92	629.696	661.246	735.955	833.316	711.75	622.653	686.784	758.113	732.659	524.723										
2023	562.248	545.236	508.594	484.638	454.711	429.336	403.175	535.750	559.034													
	7.15%	-3.03%	-6.72%	-4.71%	-6.18%	-5.58%	-6.09%	32.88%	4.35%													

MONO

CPI-All Urban Consumers (Current Series)

CPI All Urban Consumers - Garbage and Trash Collection

<https://data.bls.gov/PDQWeb/cu>

Exhibit D

													28.320	5.34% CPI % Change
													4.01% 75%	Calculated Garbage Index @ 75%
													3.21% 5%	* PPI Adjustment is Five percent (5%) for the Adjusted Franchise Fee by the % change.
													7.22% All In Rate Including Fuel Component	
													5.00% PI - Capped	
													2.22% Additional Request	
Series Title	Garbage and trash collection in U.S. city average, all urban consumers, not seasonally adjusted													
Series ID	CUUR0000SEHG02													
Seasonality	Not Seasonally Adjusted													
Survey Name	CPI-All Urban Consumers (Current Series)													
Measure Data Type	Garbage and trash collection													
Area	U.S. city average													
Item	Garbage and trash collection													
Year		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
2017		446.266	447.699	446.987	447.129	447.272	448.046	448.328	448.717	449.008	452.196	453.82	453.596	
2018		453.354	454.915	455.23	458.722	462.887	465.041	465.579	470.457	471.026	472.535	486.65	485.935	
2019		475.687	477.474	478.569	479.449	480.865	480.984	482.138	483.987	484.344	486.133	486.485	486.708	
2020		491.003	494.429	495.288	494.432	494.946	496.679	498.564	500.882	501.756	503.315	504.97	508.19	
2021		512.722	517.27	518.505	518.579	516.44	517.202	521.185	524.408	529.934	530.114	529.053	532.538	
2022		533.078	538.313	540.719	542.564	544.546	547.554	548.187	548.706	558.254	561.09	563.816	565.185	
Monthly Growth		0.10%	0.98%	0.45%	0.34%	0.37%	0.55%	0.12%	0.09%	1.74%	0.51%	0.49%	0.24%	

PPI Commodity Data													268.5	64% PPI % Change
Original Data Value														
Series Id:	WPU05730302													
Not Seasonally Adjusted														
Series Title:	PPI Commodity data for Fuels and related products and power-No. 2													At least 60 days prior to Reset date.
Group:	Fuels and related products and power													For this exercise: Sept to Sept
Item:	No. 2 diesel fuel													100% of change; either up or down.
Base Date:	198506													
Years:	2013 to 2023													
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
2013	399.2	428.5	401.8	398.4	385.2	381.6	390.1	399.7	410.6	398.6	384.3	393.9		
2014	386.1	403.1	398.2	398.9	396.2	386.6	385.3	384.1	378.3	354.8	340.9	287.8		
2015	228.6	239.7	241.7	230.1	253.6	248.8	242.8	236.9	212.0	217.2	209.5	163.7		
2016	149.2	141.9	149.5	154.7	180.7	194.5	197.2	187.5	204.1	199.9	196.6	198.8		
2017	201.6	204.6	202.0	203.9	217.3	214.7	224.8	236.5	255.6	267.2	280.0	280.1		
2018	287.1	283.5	281.4	290.2	314.4	327.3	321.6	318.3	328.6	340.1	331.4	291.2		
2019	251.7	273.2	299.5	297.5	294.2	255.9	275.4	259.3	273.4	276.1	279.3	289.3		
2020	268.5	241.9	212.4	154.8	135.5	172.5	224.3	239.1	222.2	234.5	251.7	281.1		
2021	291.5	331.0	380.6	353.0	399.1	397.8	409.280	403.413	418.304	468.290	459.056	433.400		
2022	457.451	519.920	629.696	661.246	735.955	833.316	711.750	622.653	686.784	758.113	732.659	524.723		

Exhibit E

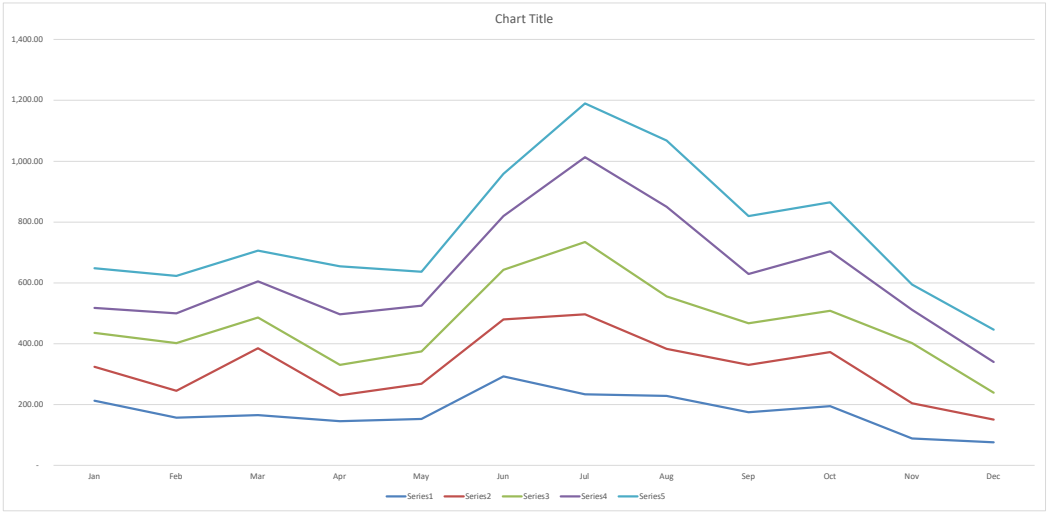
5 Year Tonnage Trend for Mono County													
Months	1	2	3	4	5	6	7	8	9	10	11	12	Total
2018 % - Mono Tons	13.75%	13.32%	13.21%	11.10%	10.07%	15.86%	12.61%	12.51%	11.75%	12.07%	7.35%	6.72%	11.95%
		Q1 2021	13.43%		Q2 2021	12.34%		Q3 2021	12.29%		Q4 2021	8.71%	
2019 % - Mono Tons	7.83%	8.02%	15.49%	6.51%	8.39%	10.92%	13.13%	9.15%	10.35%	12.14%	9.90%	5.71%	10.00%
		Q1 2022	10.45%		Q2 2022	8.61%		Q3 2022	10.88%		Q4 2022	9.25%	
2020 % - Mono Tons	7.72%	11.68%	10.71%	11.63%	8.54%	10.59%	12.67%	9.79%	9.87%	9.85%	14.32%	8.29%	10.52%
		Q1 2021	10.04%		Q2 2021	10.25%		Q3 2021	10.78%		Q4 2021	10.82%	
2021 % - Mono Tons	8.11%	8.50%	9.38%	11.28%	10.73%	11.13%	14.72%	16.41%	11.28%	13.56%	8.24%	8.15%	11.35%
		Q1 2022	8.66%		Q2 2022	11.05%		Q3 2022	14.14%		Q4 2022	9.98%	
2022 % - Mono Tons	9.04%	10.06%	7.92%	11.93%	8.05%	8.56%	10.46%	11.19%	10.77%	11.13%	7.18%	8.63%	9.70%
		Q1 2022	9.01%		Q2 2022	9.51%		Q3 2022	10.81%		Q4 2022	8.98%	

2023 Franchise Fee Calculation - \$/Ton														Annualized Total					
Months	1	2	3	4	5	6	7	8	9	10	11	12	Total						
2021/2022 Avg % by month - \$28/Ton																			
Total Transfer Station Tons - (Actual Tons from Brokerage Log)	1,242.29	938.75	1,078.93	1,020.25	1,173.34	1,367.21	1,338.96	1,284.50	1128.12	1138.39				11,710.74	14,052.89				
5 Year Tons Average % by Month (From Table Above)	9.29%	10.32%	11.34%	10.49%	9.16%	11.41%	12.72%	11.81%	10.80%	11.75%	9.40%	7.50%		10.50%					
Total Estimated MONO Tons	115.41	96.84	122.37	107.02	107.43	156.03	170.29	151.70	121.88	133.76	-	-		1,282.73	1,539.28	10.95%			
Pumice - Actual C&D Tons (MONO)	8.44	25.22	-	11.31	21.13	8.06	56.58	31.55	46.24	52.53				261.06	313.27				
Total Calc Mono Tons	123.85	122.06	122.37	118.33	128.56	164.09	226.87	183.25	168.12	186.29	-	-		1,543.79	1,852.55	13.18%			
	\$ 28.00	\$ 28.00	\$ 28.00	\$ 28.00	\$ 28.00	\$ 28.00	\$ 28.00	\$ 28.00	\$ 28.00	\$ 28.00	\$ 28.00	\$ 28.00	\$ 28.00						
\$28/Ton Fee	\$ 3,467.80	\$ 3,417.68	\$ 3,426.36	\$ 3,313.24	\$ 3,599.68	\$ 4,594.52	\$ 6,352.36	\$ 5,131.00	\$ 4,707.36	\$ 5,216.12	\$ -	\$ -		\$ 43,226.12					
4% On Gross Receipts	\$ 2,417.41	\$ 2,358.73	\$ 2,312.36	\$ 3,498.72	\$ 3,222.69	\$ 3,977.57	\$ 6,238.72	\$ 2,997.32	\$ 3,436.00	\$ 4,410.44				\$ 34,869.97					
	\$ 1,050.39	\$ 1,058.95	\$ 1,114.00	\$ (185.48)	\$ 376.99	\$ 616.95	\$ 113.64	\$ 2,133.68	\$ 1,271.36	\$ 805.68	\$ -	\$ -		\$ 8,356.15					
Total Q1 2023 Franchise Fee - \$/Ton														43,226.12					
Total Q1 2023 Franchise Fee - % of Gross Receipts														34,869.97	Annualized	2023 Mono Revent	2024 Rate Request		
Added Fees due to \$/Ton Calc														8,356.15	\$ 10,027.39	\$ 753,133.75	1.33%		

Adjust Rate Break Even											
\$ 22.59	\$ 22.59	\$ 22.59	\$ 22.59	\$ 22.59	\$ 22.59	\$ 22.59	\$ 22.59	\$ 22.59	\$ 22.59	\$ 22.59	\$ 22.59
\$ 2,797.43	\$ 2,757.00	\$ 2,764.00	\$ 2,672.75	\$ 2,903.82	\$ 3,706.34	\$ 5,124.37	\$ 4,139.11	\$ 3,797.37	\$ 4,207.7		
Total Q1 2023 Franchise Fee - \$/Ton				\$ 34,869.97							
Total Q1 2023 Franchise Fee - % of Gross Revenues Received				\$ 34,869.97							
Added Fees due to \$/Ton Calc				\$ -							

Exhibit E

	Month	1	2	3	4	5	6	7	8	9	10	11	12	Total
	Total Ton													
	2018	1,337.70	1,020.70	1,085.20	1,161.40	1,369.40	1,548.62	1,623.86	1,597.40	1,315.37	1,420.52	1,114.58	1,050.51	15,645.26
	2019	1,307.48	1,011.84	1,200.00	1,228.20	1,254.64	1,535.32	1,736.25	1,542.64	1,344.22	1,285.20	1,058.76	1,236.84	15,741.39
	2020	1,335.90	1,186.63	842.68	756.91	1,137.70	1,381.42	1,639.98	1,582.66	1,255.29	1,247.45	1,178.62	976.05	14,521.29
	2021	929.66	1,056.92	1,154.42	1,309.98	1,254.06	1,410.09	1,615.48	1,504.66	1,273.83	1,247.15	1,226.93	1,138.34	15,121.52
	2022	1,311.94	1,096.29	1,174.88	1,166.06	1,271.66	1,478.64	1,512.20	1,723.91	1,573.95	1,284.58	1,065.79	1,126.38	15,786.28
	MONO	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Series 1	2018	213.24	156.90	165.20	145.05	153.27	291.92	234.29	228.44	175.19	194.98	88.47	75.63	2,122.58
Series 2	2019	111.13	88.26	219.96	85.53	114.97	188.13	262.35	155.38	155.19	177.62	116.28	74.96	1,749.76
Series 3	2020	111.73	156.89	101.09	99.64	106.24	163.54	237.95	171.74	137.46	136.29	197.06	88.28	1,707.91
Series 4	2021	82.05	98.22	119.55	166.52	150.67	176.58	278.74	295.47	161.95	195.66	110.24	100.99	1,936.64
Series 5	2022	130.33	122.62	101.01	157.89	111.33	138.41	176.62	217.24	190.03	160.90	82.49	106.42	1,695.29



414MCPW

20177-4014

Exhibit E

Mammoth Disposal- Mono County Franchise payment report

2023

COMMERCIAL

RESIDENTIAL

Roll-off

TOTALS

4% fees

JANUARY	\$ 31,032.89	\$ 13,651.49	\$ 15,750.93	\$ 60,435.31	\$ 2,417.41		
FEBRUARY	\$ 45,720.30	\$ 13,248.02	\$ -	\$ 58,968.32	\$ 2,358.73	1st Quarter	\$ 7,088.51
MARCH	\$ 28,110.75	\$ 14,213.12	\$ 15,485.25	\$ 57,809.12	\$ 2,312.36		
APRIL	\$ 69,980.68	\$ 13,021.05	\$ 4,466.18	\$ 87,467.91	\$ 3,498.72		
MAY	\$ 29,178.94	\$ 13,062.21	\$ 38,325.98	\$ 80,567.13	\$ 3,222.69	2nd Quarter	\$ 10,698.97
JUNE	\$ 78,958.95	\$ 15,537.45	\$ 4,942.92	\$ 99,439.32	\$ 3,977.57		
JULY	\$ 110,967.00	\$ 14,717.73	\$ 30,283.33	\$ 155,968.06	\$ 6,238.72		
AUGUST	\$ 50,969.78	\$ 16,786.87	\$ 7,176.31	\$ 74,932.96	\$ 2,997.32	3rd Quarter	\$ 12,672.05
SEPTEMBER	\$ 62,787.43	\$ 15,334.47	\$ 7,778.22	\$ 85,900.12	\$ 3,436.00		
OCTOBER	\$ 82,257.84	\$ 15,373.85	\$ 12,629.20	\$ 110,260.89	\$ 4,410.44		
NOVEMBER				\$ -	\$ -	4th Quarter	\$ 4,410.44
DECEMBER				\$ -	\$ -		

TOTAL 4th QUARTER FEES

Exhibit F

Current Disposal Rate Component (Included In Floor Rates)	\$ 100.00
2024 Disposal Gate Rate	\$ 142.50
Disposal Increase	\$ 42.50
% Increase	42.50%
Gate Rate Cap	20.00% Section 13.01(c)1(iii)
Total Disposal Rate Adjustment	8.50%
2024 Requested Rate Adjustment	5.00%
2025 Roll Over Rate Adjustment	3.50%

Exhibit G

Bill Area	MONO
Category	ROLL OFF

Row Labels	Sum of Amount
A P CONSTRUCTION	-
AMERIFIX	1,005.42
ARCH	752.81
ARCULARIUS RANCH	718.71
BARELMANN, ROBERT	629.00
BENTON STATION	8,699.33
CALIFORNIA LAND MGMT.	40.50
COMM KITCHEN MASTERS	1,883.38
DEMARTIN, JESSICA	72.21
FERREIRA CONSTRUCTION	207.67
GRANITE CONSTRUCTION	13,326.96
GULL LAKE MARINA	1,038.42
JUNE MOUNTAIN SKI AREA	1,029.21
LONG VALLEY FIRE DEPT	957.54
MAYFIELD, PHILLIP	1,129.21
MCMWTC	7,492.34
MIRACLE DEVELOPMENT CO	47,845.48
NELSEN, MIKE	7,492.34
NORTHSTAR	3,916.98
ORMAT	12,386.81
PACIFIC STATES	5,254.58
PACIFIC WEST BUILDERS	5,163.28
PARADIGM MECHANICAL	1,506.27
PINE GLADE ASSOCIATION	-
RYAN, ANDREW	4,167.78
SAWTOOTH BUILDERS	9,109.74
SIERRA SUMMIT CONSTRUCTION	-
WHEELER CREST FIRE DISTRICT	11,339.19
WILLIAMS, JODY	5,599.96
WOLF CREEK FEDERAL SERVICES, INC	22,015.78
WOLF CREEK MARINE BASE	8,428.00
ZTERS	3,832.17
Grand Total	187,041.07

Yearly RO Revenue	187,041.07	Disposal % of Revenue	PI % to cover Increase
Monthly Average RO Revenue	15,586.76	Yearly	18.55%
		Monthly	18.55%
			0.00%

REFERENCE 2

EXHIBIT 13.01a: SERVICE FEE FLOORS

Franchisee will not charge Customers Service Fees that are less than those identified below:

RESIDENTIAL RATES ¹		COMMERCIAL RATES ¹						
CANS, CARTS, VOLUME		BINS			DEBRIS BOXES		COMPACTOR	
Size ²	"A" ³	Size ²	"A" ³	"B" ³	Size ²	"B" ³	Size ²	"B" ³
1 35-gal. Cart	\$20.93	1 cy	\$136.93	\$31.70	10 cy	\$479.53	10 cy	\$440.67
2 35-gal. Carts	\$27.50	2 cy	\$188.35	\$43.65	20 cy	\$803.02	20 cy	\$879.55
1 64-gal Cart	\$31.70	3 cy	\$242.76	\$55.61	30 cy	\$1,096.59	30 cy	\$1,321.41
2 64-gal Carts	\$43.65	4 cy	\$282.82	\$65.18	40 cy	\$1,528.89	40 cy	\$1,754.30
1 95-gal. Cart	\$41.85	6 cy	\$367.04	\$84.31				
2 95-gal. Carts	\$58.00							
1 cubic yard (cy) ⁴	\$34.09							
1 Bear Cart	\$49.03							

Notes:

1. Rates may be adjusted annually in accordance with the formula set forth in Section 13.01(c)(1).
2. Sizes are nominal values, not precise volumes. Fees for nominal container volumes that fall in between or higher than those listed will be determined by linear interpolation or extrapolation, respectively, and rounded to the nearest three significant figures.
3. Service fee categories identified above are as follows: "A" = cost per month; "B" = cost per dump.
4. Or approximately equivalent to 6 35-gallon cans/carts.

REFERENCE 3

28%

Attachment A to the First Amendment to the

PRIMARY FRANCHISE AGREEMENTS BETWEEN COUNTY OF MONO AND
MAMMOTH DISPOSAL COMPANY and D&S WASTE
FOR COLLECTION OF SOLID WASTE
FROM RESIDENTIAL AND COMMERCIAL CUSTOMERS
IN UNINCORPORATED MONO COUNTY

EXHIBIT 13.01a: SERVICE FEE FLOORS EFFECTIVE APRIL 1, 2025

Franchisee will not charge Customers Service Fees that are less than those identified below:

RESIDENTIAL RATES ¹			COMMERCIAL RATES ¹							
CANS, CARTS, VOLUME			BINS			DEBRIS BOXES		COMPACTOR		
		adjusted rate			adjusted rate			adjusted rate		
Size ²	"A" ³		Size ²	"A" ³	"B" ³	Size ²	"B" ³	Size ²	"B" ³	
1 35-gal. Cart	\$26.81		1 cy	\$175.41	\$40.61	10 cy	\$614.28	10 cy	\$564.50	
2 35-gal. Carts	\$35.23		2 cy	\$241.28	\$55.92	20 cy	\$1,028.67	20 cy	\$1,126.70	
1 64-gal Cart	\$40.61		3 cy	\$310.98	\$71.24	30 cy	\$1,404.73	30 cy	\$1,692.73	
2 64-gal Carts	\$55.92		4 cy	\$362.29	\$83.50	40 cy	\$1,958.51	40 cy	\$2,247.26	
1 95-gal. Cart	\$53.61		6 cy	\$470.18	\$108.00					
2 95-gal. Carts	\$74.30									
1 cubic yard (cy) ⁴	\$43.67									
1 1 Bear Cart	\$62.81									

Notes:

1. Rates may be adjusted annually in accordance with the formula set forth in Section 13.01(c)(1).
2. Sizes are nominal values, not precise volumes. Fees for nominal container volumes that fall in between or higher than those listed will be determined by linear interpolation or extrapolation, respectively, and rounded to the nearest three significant figures.
3. Service fee categories identified above are as follows: "A" = cost per month; "B" = cost per dump.
4. Or approximately equivalent to 6 35-gallon cans/carts.

RESIDENTIAL RATES ¹				COMMERCIAL RATES ¹									
												28.1%	
CANS, CARTS, VOLUME				BINS				DEBRIS BOXES				COMPACTOR	
	present rate	adjusted rate		present rate	adjusted rate	present rate	adjusted rate	present rate	adjusted rate		present rate	adjusted rate	
Size ²	"A" ⁿ³	"A" ⁿ³		"A" ⁿ³	"B" ⁿ³	"B" ⁿ³	"B" ⁿ³	Size ²	"B" ⁿ³		"B" ⁿ³	"B" ⁿ³	
1 35-gal. Cart	\$20.93	\$26.81		\$136.93	\$175.41	\$31.70	\$40.61	10 cy	\$479.53	\$614.28	\$440.67	\$564.50	
2 35-gal. Carts	\$27.50	\$35.23		\$188.35	\$241.28	\$43.65	\$55.92	20 cy	\$803.02	\$1,028.67	\$879.55	\$1,126.70	
1 64-gal Cart	\$31.70	\$40.61		\$242.76	\$310.98	\$55.61	\$71.24	30 cy	\$1,096.59	\$1,404.73	\$1,321.41	\$1,692.73	
2 64-gal Carts	\$43.65	\$55.92		\$282.82	\$362.29	\$65.18	\$83.50	40 cy	\$1,528.89	\$1,958.51	\$1,754.30	\$2,247.26	
1 95-gal. Cart	\$41.85	\$53.61		\$367.04	\$470.18	\$84.31	\$108.00						
2 95-gal. Carts	\$58.00	\$74.30											
1 cubic yard (cy) ⁴	\$34.09	\$43.67											
1 1 Bear Cart	\$49.03	\$62.81											

28%

20%

Attachment A to the First Amendment to the

PRIMARY FRANCHISE AGREEMENTS BETWEEN COUNTY OF MONO AND
MAMMOTH DISPOSAL COMPANY and D&S WASTE
FOR COLLECTION OF SOLID WASTE
FROM RESIDENTIAL AND COMMERCIAL CUSTOMERS
IN UNINCORPORATED MONO COUNTY

EXHIBIT 13.01a: SERVICE FEE FLOORS EFFECTIVE APRIL 1, 2025

Franchisee will not charge Customers Service Fees that are less than those identified below:

RESIDENTIAL RATES ¹			COMMERCIAL RATES ¹							
CANS, CARTS, VOLUME			BINS			DEBRIS BOXES		COMPACTOR		
	adjusted rate		adjusted rate	adjusted rate		adjusted rate		adjusted rate		
Size ²	"A" ³		Size ²	"A" ³	"B" ³	Size ²	"B" ³	Size ²	"B" ³	
1 35-gal. Cart	\$25.12		1 cy	\$164.32	\$38.04	10 cy	\$575.44	10 cy	\$528.80	
2 35-gal. Carts	\$33.00		2 cy	\$226.02	\$52.38	20 cy	\$963.62	20 cy	\$1,055.46	
1 64-gal Cart	\$38.04		3 cy	\$291.31	\$66.73	30 cy	\$1,315.91	30 cy	\$1,585.69	
2 64-gal Carts	\$52.38		4 cy	\$339.38	\$78.22	40 cy	\$1,834.67	40 cy	\$2,105.16	
1 95-gal. Cart	\$50.22		6 cy	\$440.45	\$101.17					
2 95-gal. Carts	\$69.60									
1 cubic yard (cy) ⁴	\$40.91									
1 1 Bear Cart	\$58.84									

Notes:

1. Rates may be adjusted annually in accordance with the formula set forth in Section 13.01(c)(1).
2. Sizes are nominal values, not precise volumes. Fees for nominal container volumes that fall in between or higher than those listed will be determined by linear interpolation or extrapolation, respectively, and rounded to the nearest three significant figures.
3. Service fee categories identified above are as follows: "A" = cost per month; "B" = cost per dump.
4. Or approximately equivalent to 6 35-gallon cans/carts.

RESIDENTIAL RATES ¹				COMMERCIAL RATES ¹					
									20.0%
CANS, CARTS, VOLUME				BINS			DEBRIS BOXES		COMPACTOR
	<i>present rate</i>	<i>adjusted rate</i>		<i>present rate</i>	<i>adjusted rate</i>	<i>present rate</i>	<i>present rate</i>	<i>adjusted rate</i>	<i>adjusted rate</i>
Size ²	"A" ³	"A" ³		"A" ³	"B" ³	"B" ³	Size ²	"B" ³	"B" ³
1 35-gal. Cart	\$20.93	\$25.12		\$136.93	\$164.32	\$31.70	10 cy	\$479.53	\$575.44
2 35-gal. Carts	\$27.50	\$33.00		\$188.35	\$226.02	\$43.65	20 cy	\$803.02	\$963.62
1 64-gal Cart	\$31.70	\$38.04		\$242.76	\$291.31	\$55.61	30 cy	\$1,096.59	\$1,315.91
2 64-gal Carts	\$43.65	\$52.38		\$282.82	\$339.38	\$65.18	40 cy	\$1,528.89	\$1,834.67
1 95-gal. Cart	\$41.85	\$50.22		\$367.04	\$440.45	\$84.31			
2 95-gal. Carts	\$58.00	\$69.60							
1 cubic yard (cy) ⁴	\$34.09	\$40.91							
1 1 Bear Cart	\$49.03	\$58.84							

20%

REFERENCE 4

e. Definitions. For purposes of this Section, “Franchisee or any of its Contract Managers” means:

- (1) Franchisee and its officers and directors;
- (2) the officers and directors of Franchisee’s parent corporation and of each successive parent corporation’s parent corporation identified in Exhibit 12.01e(2);
- (3) the Franchisee Representative; and
- (4) any other Persons, including Affiliates and Franchisees’ or Affiliates’ employees, officers, or directors, who have the authority or responsibility to directly or indirectly administer, manage, direct, supervise, or oversee Franchise Services or this Agreement, *including* the following: (i) supplying goods or services; (ii) serving as director of the board of directors of Franchisee or an Affiliate; (iii) serving as an officer or employee of Franchisee or an Affiliate; (iv) reviewing or negotiating Franchisee’s contracts (including this Agreement); (v) providing in-house legal services; (vi) providing insurance or other performance security; and (vii) providing processing or disposal, but *excluding* the following: monitoring Franchisee’s performance, supervising Franchisee’s finance and capital budget decisions and articulating general policies and procedures not related to Criminal Activity. This authority and responsibility is defined as “**Position of Influence.**”

ARTICLE 13. SERVICE FEES

13.01 Service Fees. Franchisee understands and acknowledges, as follows:

- (1) Pursuant to Chapter 12.10 of the Mono County Code, up to two (2) solid waste enterprises will be granted exclusive franchises in the form of this Agreement to provide Franchise Services as primary franchisees within the Service Area.
- (2) In authorizing up to two (2) Franchisees within the same Service Area, it is County’s intention to allow for competition and thereby avoid the need to set Service Fees, other than Service Fee floors, for the provision of Franchise Services pursuant to this Agreement.
- (3) Notwithstanding the above, County may set Service Fee caps or specific Service Fees as provided in Subsection (b).

a. Service Fee Floors. Franchisee will not charge Service Fees for the Franchise Services provided pursuant to this Agreement that are less than those Service Fees listed in Exhibit 13.01a, except as set forth below.

1. Senior Rates. Franchisee may charge Service Fees up to twenty percent (20%) below those set forth in Exhibit 13.01a to Residential Customers over the age of 62, provided that those Service Fees are uniform as to all such Customers.

2. Multiple-service Cart. Franchisee may charge Service Fees up to twenty percent (20%) below those for Carts set forth in Exhibit 13.01a to Commercial Customers who require multiple Collections each week, provided that the reduced rates are uniform countywide and the Customer is already furnished with the largest Bin that Franchisee has in its Service Asset Inventory.

b. Service Fee Caps and Specific Service Fees. County may set Service Fees caps or set specific Service Fees for the provision of Franchise Services if either of the following events occurs:

1. Franchisee Becomes Sole Provider. If Franchisee becomes the only primary franchisee, as defined in Section 12.02.020 of the Mono County Code, then subject to subsequent Service Fee adjustment provided in Subsection 13.01(c), Franchisee will charge Service Fees no greater than the Service Fees it charged on the date that Franchisee became the sole primary franchisee, as determined by County. If, however, Franchisee's Service Fees increased by more than five percent (5%) in the 12-month period immediately preceding its becoming the only primary franchisee, then Franchisee will submit to County a written explanation of the basis for the increase(s) made during that 12-month period. Franchisee will provide County with documentation or other information related to those increases within ten (10) days of County's request. Based upon its review of that documentation and other information, the County Board may:

- (1) set Franchisee's Service Fees at the level existing as of the date Franchisee became the sole primary franchisee; or
- (2) set Franchisee's Service Fees at a level that is less than that existing on that date.

2. Unjustified Service Fee Increase Exceeding 5%. If, notwithstanding the existence of competition within the Service Area, any Service Fee or Fees charged by Franchisee increase by more than five percent (5%) in any 12-month period, then within ten (10) calendar days of County's request Franchisee will provide County with a written explanation of those increase(s), together with any financial and other records justifying the increase(s). If County determines, in its sole discretion, that the increase(s) are not justified by the information provided, then County may set Franchisee's Service Fee or Service Fees as provided in Subsection (b)(1).

c. Service Fee Adjustments. If Service Fees are set pursuant to Subsection (b)(1) or Subsection (b)(2), then those Service Fees may be adjusted as provided in Subsection (c). Upon written request by Franchisee to the County Board for a Service Fee adjustment submitted no earlier than July 1st and no later than October 1st prior to the commencement of each new Contract Year, Franchisee's Service Fees for Franchise Services will be adjusted, upward or downward, annually, effective January 1st of each Contract Year, in the manner described provided in

Subsection (c). The County Board may also (but is not obligated to) act on its own initiative in the event Franchisee declines to request an adjustment to its Service Fees, and adjust Franchisee's Service Fees in the manner described below. Franchisee will provide written notice to each Customer in a form approved by County, of annual increases, whether initiated by Franchisee or by the County Board, at least six (6) weeks prior to their implementation.

1. Annual Adjustments.

(i) **CPI Adjustment.** Ninety-five percent (95%) of Franchisee's Service Fees are subject to adjustment in accordance with the Consumer Price Index – Not Seasonally Adjusted, U.S. City Average for Garbage and Trash Collection ("**CPI**"), as published by the United States Department of Labor, Bureau of Labor Statistics, for the month of September during the most recent 12-month period preceding the upcoming operating year. Thus, if the CPI experienced a net increase of 3% from September, 2005, to September, 2006, then ninety-five percent (95%) of Franchisee's Service Fees would be subject to a three percent (3%) increase effective as of January 1, 2007.

(ii) **PPI Adjustment.** Five percent (5%) of Franchisee's Service Fees are subject to adjustment as described below in accordance with the Producer Price Index – Not Seasonally Adjusted, U.S. City Average for #2 Diesel all items ("**PPI**"), as published by the United States Department of Labor, Bureau of Labor Statistics, for the month of September during the most recent 12-month period preceding the upcoming operating year. Thus, if the PPI experienced a net increase of three percent (3%) between September, 2005, and September, 2006, then five percent (5%) of Franchisee's Service Fees would be subject to a three percent (3%) increase effective as of January 1, 2007.

The total adjustment of Service Fees under this subsection, whether upward or downward, may not exceed five percent (5%) in any one Contract Year.

If either the CPI or PPI category specified above is discontinued or revised during the Term by the United States Department of Labor, Bureau of Labor Statistics, such other government index or computation with which it is replaced will be used in order to obtain substantially the same result as would be obtained if the category had not been discontinued or revised. County will specify any replacement index to the CPI or PPI category at its sole discretion.

2. Change in Law Adjustments. In addition to the adjustments set forth in Subsection (c)(1), Franchisee may request an adjustment to Franchisee's Service Fees where a change in Applicable Law, results in an increase in Franchisee's Direct costs. Franchisee may request Service Fee

adjustments made under this subsection at any time during the course of a Contract Year; *provided, however*, that Franchisee may not request more than one adjustment due to changes in law per Operating Year. For the purposes of this subsection “**Operating Year**” will mean the 12-month period immediately preceding or following the requested adjustment. In its application for a Service Fee adjustment based on a Change in Law, Franchisee must include a statement of the amount of the requested adjustment, the basis therefore, and all financial and other records on which Franchisee relies for its claim that Franchisee’s Direct Costs have increased. The Director will review Franchisee’s Service Fee application and notify Franchisee if it is complete or whether the Director wishes to review and/or audit any additional documents or information reasonably related to the requested increase before submitting the matter to the County Board for their consideration. The Board will review and consider the requests within a reasonable period of time after the complete submittal by Franchisee and after County has had a reasonable period of time to request, review, and audit any applicable financial records of Franchisee and/or its Affiliates. The Board may grant Franchisee’s requested Service Fee adjustment or, based on the information presented, may increase or decrease Franchisee’s Service Fees in amounts different from Franchisee’s request. The adjusted Service Fees, if approved, will go into effect thirty (30) days after such approval or at such other time as established by the Board.

d. Resolution of Issues Regarding Service Fee Adjustments. Any issue regarding Service Fee adjustments, or the computation thereof will be decided by the County Board. The Service Fees in effect at the time any issue or dispute is submitted to the Board will remain in effect pending resolution of any issue or dispute. The effective date of any dispute resolution, whether retroactive or prospective, will reasonably be determined by the Board. In the event that Franchisee and County are unable to reach agreement regarding the adjustment of Service Fees, then either party may terminate this Agreement by sending to the other party a Notice stating the basis therefor, and setting a date of termination that is at six (6) months from the date printed on the Notice, *unless* the Parties agrees to a shorter date.

13.02 Fees Payable by Franchisee.

a. Surcharge

1. Amount. In consideration for County’s costs in managing the solid waste franchise program, Franchisee will pay County a flat Surcharge of \$28.00 on each ton of waste collected in unincorporated Mono County that is not delivered to and subject to a tipping fee at a County-owned Satellite Transfer Station (i.e., the Benton, Paradise, Chalfant, Walker, Bridgeport or Pumice Valley Satellite Transfer Stations). For each ton of waste that has been subject to a tipping fee at a County-owned Satellite Transfer Station, this surcharge shall not apply.

2. Adjustment to Surcharge. By the end of the first Quarter of each year, County will determine whether County requires modification to the Surcharge to account for increases or decreases in management costs. County shall Notify Franchisee of the new Surcharge, which will take effect July 1 of that year.

3. Payment. Franchisee will pay the sum of the Surcharge for all eligible tonnage collected in unincorporated Mono County quarterly, no later than the first day of the second month immediately following the Quarter in which Franchisee rendered Franchise Services, as required

**AGREEMENT AND AMENDMENT TO THE PRIMARY FRANCHISE AGREEMENT
BETWEEN THE COUNTY OF MONO AND
FRANCHISEE NAME HERE, FOR COLLECTION OF SOLID WASTE
FROM RESIDENTIAL AND COMMERCIAL CUSTOMERS
IN UNINCORPORATED MONO COUNTY**

This Agreement and First Amendment is entered into on January 7, 2025, by and between the County of Mono (hereinafter, "County"), a political subdivision of the State of California, and FRANCHISEE NAME HERE. (hereinafter, "Contractor"), for the purposes of amending that certain Agreement between the County and Contractor dated December, and as subsequently amended. The County and Contractor are referred to herein collectively as "the parties."

I. Recitals.

- A. On or about July 2023, the parties entered into an agreement with respect to the provision of residential and commercial solid waste collection services in the unincorporated areas of Mono County. The agreement is referred to herein as the "Franchise Agreement." The Franchise Agreement is incorporated herein by this reference as though fully set forth; and,
- B. Pursuant to Section 13.01b of the Franchise Agreement, the Service Fees set forth in Exhibit 13.01a (hereinafter, the "Service Fee Floors") may be adjusted based on the prior year's Consumer Price Index and Producer Price Index (CPI/PPI), upon approval by the Board; and,
- C. In accordance with Section 13.01c1, the parties wish to amend the Franchise Agreement to adjust the Service Fee Floors set forth in Exhibit 13.01a of the Franchise Agreement using the relevant CPI/PPI factor for August 2020 through August 2021, as published in October 2021 reports by the U.S. Bureau of Labor Statistics, and the recent tipping fee increase, as set by Mono County; and,
- D. Pursuant to Section 13.02a2 of the Franchise Agreement, the surcharge may be adjusted by the end of the first Quarter of each year, as determined by the County. The County shall Notify Franchisee of the new Surcharge, which will take effect July 1 of that year.

II. Terms and Conditions.

The parties hereto agree as follows:

1. The Service Fee Floors set forth in the current Exhibit 13.01a, shall be adjusted upward by **INDICATE PERCENT HERE**, as shown on the Revised Exhibit 13.01a, which is attached hereto and incorporated by this reference. The Revised Exhibit 13.01a shall replace and supersede the current Exhibit 13.01a. Such revision shall be effective April 1, 2025.
2. The Surcharge noted in Section 13.02a1 shall be adjusted upward to an amount of **NEW SURCHARGE AMOUNT HERE**, and take effect on July 1, 2025.
3. All other provisions of the Franchise Agreement shall remain in full force and effect.

III. Execution.

IN WITNESS of the foregoing, the parties have signed this Agreement and Amendment through their duly authorized representatives, as set forth below:

County:

Contractor:

Sandra Moberly
Mono County CAO

CONTRACTOR SIGNER HERE
FRANCHISE NAME HERE

Approved as to Form:

Mono County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE January 7, 2025

Departments: Public Works

TIME REQUIRED 5 minutes

SUBJECT Mono County Jail Update

**PERSONS
APPEARING
BEFORE THE
BOARD**

Paul Roten, Public Works Director

AGENDA DESCRIPTION:

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

Mono County Jail update.

RECOMMENDED ACTION:

None, informational only.

FISCAL IMPACT:

None.

CONTACT NAME: Danielle Patrick

PHONE/EMAIL: 760-709-0427 / proten@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

Click to download

[Jail Presentation](#)

History

Time	Who	Approval
12/27/2024 10:56 AM	County Counsel	Yes
12/26/2024 3:42 PM	Finance	Yes
12/29/2024 8:01 PM	County Administrative Office	Yes

Mono County Jail Update

January 7th, 2025

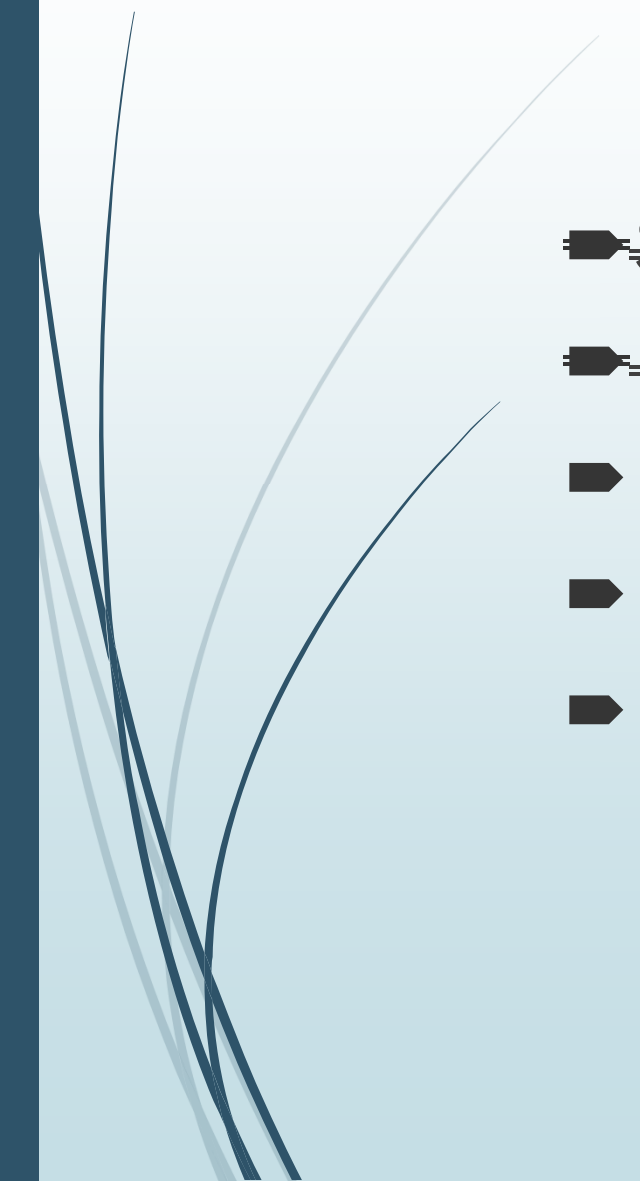


LIONAKIS

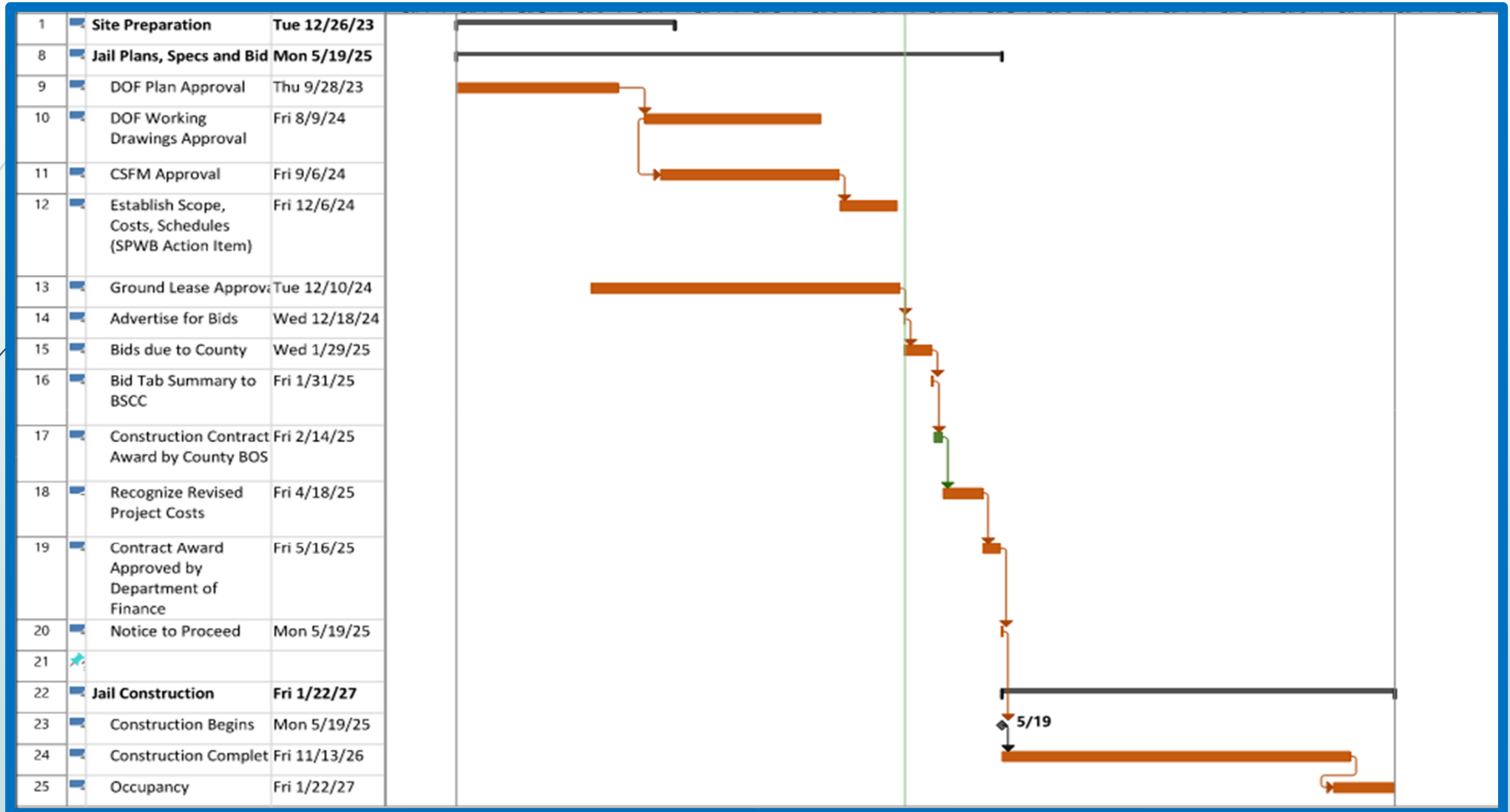




Mono County Jail Update

- ~~■ Site Preparation (Done)~~
 - ~~■ Design Complete~~
 - Project Schedule
 - Present work tasks
 - Next steps - Challenges
- 

Mono County Jail Schedule





Present Work Task Process

State Agencies Involved in Process:

- ~~■ Office of the State Fire Marshal (Complete)~~
- Board of State and Community Corrections (BSCC) – Helping us through the process
- State Department of General Services (DGS Real Estate Services Branch)
- Department of Finance (DOF) and State Public Works Board (SPWB)



State Department of General Services – Real Estate Services Branch

- **Department of General Services Lease Agreement under review with the DGS and BSCC as well as County Counsel**
- Board action to adopt above resolution once approved.
- The documents are presently under review, and we expect to be bringing those forward for signature in early December.



Department of Finance (DOF)

- **Match fund assurances resolution under review with County Counsel, Department of Finance and BSCC**
- We have worked with the BSCC to verify that funds will be available.
- Board item to adopt above resolution
 - This will be done after we receive bids and know exactly the amount to be approved.

Funding Commitment

	R22-21 (3-1-2022)	R22-124 (11-8-2022)	Anticipated (March 2025)	Anticipated Funding Gap
Total Project Cost	\$31,717,355	\$33,708,998	\$40,504,344	\$6,795,346
SB 844	\$25,000,000	\$25,000,000	\$25,000,000	--
Local Match	\$6,717,355	\$9,508,998	\$15,828,344	\$6,795,346
	\$31,717,355	\$33,708,998	\$40,504,344	\$6,795,346



Bid Award Process

- **Finalize Bid Package**
- **Working with County Counsel and BSCC on Award Board Resolution language**
- Board action requesting Authorization to bid – expected Early December, immediately after ground lease signatures.
- Bid Process
- Board action accepting the above Resolution for Authorization to Award with Signatory authority
- BSCC and DOF Authorization to AWARD (now estimated at 90 days)
- Issuance of Notice to Proceed
- Construction begins - Likely in May or June of 2025



Questions?



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE January 7, 2025

TIME REQUIRED

SUBJECT Closed Session - Labor Negotiations

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

[Click to download](#)

No Attachments Available

History

Time	Who	Approval
12/27/2024 10:38 AM	County Counsel	Yes
6/26/2024 11:44 AM	Finance	Yes
12/29/2024 7:50 PM	County Administrative Office	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE January 7, 2025

TIME REQUIRED

SUBJECT Closed Session - Real Property
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 REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property Address: 2784 Highway 158, June Lake, CA. County Negotiator: Sandra Moberly, Tyrone Grandstrand. Negotiating Parties: Don Morton.
Under Negotiation: Price, terms and conditions.

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
12/27/2024 10:38 AM	County Counsel	Yes
12/26/2024 3:21 PM	Finance	Yes
12/29/2024 7:50 PM	County Administrative Office	Yes