



# AGENDA

## BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

Regular Meetings: First, Second, and Third Tuesday of each month. Location of meeting is specified below.  
Meeting Location: Board Chambers, 2nd Fl., County Courthouse, 278 Main St., Bridgeport, CA 93517

### Regular Meeting June 6, 2023

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#### TELECONFERENCE INFORMATION

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

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

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

To join the meeting by computer:

Visit <https://monocounty.zoom.us/j/83258025741> or visit <https://www.zoom.us/>, click on "Join A Meeting" and enter the Zoom Webinar ID 832 5802 5741.

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

To join the meeting by telephone: Dial (669) 900-6833, then enter Zoom Webinar ID 832 5802 5741. To provide public comment, press \*9 to raise your hand and \*6 to mute/unmute.

If you are unable to join the Zoom Webinar of the Board meeting, you may still view the live stream of the meeting by visiting: [https://monocounty.granicus.com/MediaPlayer.php?publish\\_id=e7d204c7-e668-44f4-be12-b19e6bd13e27](https://monocounty.granicus.com/MediaPlayer.php?publish_id=e7d204c7-e668-44f4-be12-b19e6bd13e27)

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

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

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

9:00 AM Call meeting to Order

Pledge of Allegiance

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

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

**2. RECOGNITIONS**

**A. Coleville High School Girls Softball State Championship Recognition**

Departments: CAO

10 minutes

(Supervisor Peters) - A proclamation of the Mono County Board of Supervisors recognizing the Coleville High School Girls Softball team winning the Nevada Interscholastic Activities Association (NIAA) State Championship.

**Recommended Action:** Adopt proposed proclamation, recognizing the Coleville High School Girls Softball team winning the NIAA State Championship.

**Fiscal Impact:** None.

**B. Recognition of Clerk-Recorder-Registrar Scheereen Dedman**

Departments: Clerk of the Board

15 minutes

(Queenie Barnard, Assistant Clerk-Recorder-Registrar) - A proclamation of the Mono County Board of Supervisors recognizing departing Clerk-Recorder-Registrar Scheereen Dedman.

**Recommended Action:** Approve the proclamation of the Mono County Board of Supervisors recognizing departing Clerk-Recorder-Registrar Scheereen Dedman.

**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. Appointment to the Mono Basin Regional Planning Advisory Committee (RPAC)**

Departments: Community Development

Appointment of Kate Mook to the Mono Basin RPAC.

**Recommended Action:** Appoint Kate Mook to the Mono Basin Regional Planning Advisory Committee (RPAC) for the term ending on December 31, 2023.

**Fiscal Impact:** None.

**B. Appointment to the Wheeler Crest Design Review Committee (WCDRC)**

Departments: Community Development

Consider appointing a new member to the Wheeler Crest Design Review Committee (WCDRC).

**Recommended Action:** Appoint Ruben Rosen to a two-year term expiring March 31, 2025, on the Wheeler Crest Design Review Committee.

**Fiscal Impact:** None.

**C. Immunization Local Assistance Grant Agreement #22-11029 for Fiscal Years 2022/23 - 2026/27**

Departments: Public Health

Proposed contract with California Department of Interim Public Health Immunization Branch pertaining to Local Assistance Grant Agreement Number 22-11029 for fiscal year 2022/23 - 2026/27.

**Recommended Action:** Approve, and authorize Chair to sign, contract with California Department of Public Health Immunization Branch for Local Assistance Grant Agreement Number 22-11029 for the period July 1, 2022, through June 30, 2027, and a not-to-exceed amount of \$720,228.30. Additionally, provide authorization for the Public Health Director to approve minor amendments and/or revisions that may occur during the contract period provided such amendments do not alter the not-to-exceed amount, do not substantially alter the scope of work or budget, and are approved as to form by County Counsel.

**Fiscal Impact:** The Immunization Local Assistance Grant Agreement provides an estimated allocation of \$343,928.30 in Year 1, July 1, 2022 - June 30, 2023, \$274,075 in Year 2, July 1, 2023 - June 30, 2024, and \$34,075 per year for Years 3-5, July 1, 2024 - June 30, 2027. Total maximum funding for the five-year term is \$720,228.30.

**D. Contract with Price, Paige, and Company for Audit Services**

Departments: Finance

Approve contract with Price, Paige, and Company pertaining to audit services for the fiscal years ending June 30, 2023, 2024, and 2025. The County engaged Price, Paige, and Company for audit services for fiscal years 2018 through 2022. This contract proposes to retain Price, Paige and Company for an additional three years of audits.

**Recommended Action:** Approve, and authorize the Board Chair to sign, contract with Price, Paige, and Company for auditing services for the period April 1, 2023 to June 30, 2026, and a not-to-exceed amount of \$268,164.

**Fiscal Impact:** The cost of audit services for the County is \$88,503 each for fiscal years 2022-2023 and 2023-2024 and \$91,158 for fiscal year 2024-25, for a combined three year total of \$268,164. The finance budget for the next fiscal year includes \$88,503 for County audit services.

**E. Contract with Crestwood Behavioral Health**

Departments: Behavioral Health

Proposed contract with Crestwood Behavioral Health, Inc. for the provision of residential treatment services.

**Recommended Action:** Approve, and authorize CAO to sign, contract with Crestwood Behavioral Health, Inc. for the provision of residential treatment services for the period July 1, 2023, through June 30, 2024, and a not-to-exceed amount of \$147,901.

**Fiscal Impact:** The total amount of this contract is \$147,901 and is not to exceed \$147,901 per 12-month period. This contract is included in the fiscal year 23/24 budget and will be paid with a combination of Mono County Behavioral Health 1991 and 2011 Mental Health Realignment Fund, as well as Mental Health Services Act (MHSA) funding.

**F. Bridgeport Courthouse Paint and Bird Deterrent Installation Contract**

Departments: Public Works

Proposed contract with Sourcewell Cooperative and Northstar Construction pertaining to Bridgeport Courthouse prep, paint, and bird deterrent installation.

**Recommended Action:** Approve, and authorize CAO to sign, contract with



Sourcewell / Northstar for painting and construction services.

**Fiscal Impact:** The total cost of this contract is \$373,000 and the County's anticipated proposed preliminary budget effective July 1, 2023, will include these appropriations funded with \$363,000 of accumulated Courthouse Construction fines and forfeitures and \$10,000 of Local Assistance revenues.

**G. AT HOME Resolution**

Departments: CAO

Proposed resolution Joining the California State Association of Counties' AT HOME Coalition for Accountability and Supporting the AT HOME Plan.

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

**Fiscal Impact:** None.

**H. Ambulance and Gurney/Load System Purchase**

Departments: Emergency Medical Services

Proposed contract with Braun Northwest Inc. and Stryker pertaining to the Purchase Order Agreement for an ambulance/patient compartment module, and gurney/load system.

**Recommended Action:** Approve, and authorize the CAO to sign, contract for purchase of Braun ambulance/patient module and Stryker gurney/load system on behalf of the County.

**Fiscal Impact:** The total amount to purchase both the ambulances with patient module, and the Stryker gurney with the loading system will not exceed \$303,000. This will include the taxes that were not included in the total cost presented to the Board on May 1st. On the May 1, 2023, Budget Workshop, the Board identified \$280,000 of one-time funds to be included in the FY 2023-24 Budget in support of this purchase.

**I. Fiscal Year 2022-23 Budget Adjustments**

Departments: CAO

As part of the follow up to the Budget Workshop May 1st, staff have put together budget adjustments to execute direction from Mono County board through June 30, 2023. Additionally, departmental budget review has resulting in several budget requests needed for services through June 30, 2023.

**Recommended Action:** Approve budget adjustments for FY 2022-23 as requested or amended, (4/5 vote required).

**Fiscal Impact:** Increases total FY 2022-23 one-time budget appropriations by \$3,534,072 as per direction from Mono County Board on May 1, 2023, as well as

use of budgeted contingency for \$399,300 leaving \$64,360 for use through June 30, 2023. Unanticipated revenues of \$279,487 are used to offset additional appropriations of the same amount.

**J. Monthly Treasury Transaction Report**

Departments: Finance

Treasury Transaction Report for the month ending 4/30/2023.

**Recommended Action:** Approve the Treasury Transaction Report for the month ending 4/30/2023.

**Fiscal Impact:** None.

**K. Special Event Road Closure Authorization**

Departments: Public Works

Special events are held throughout the year in Mono County and are widely recognized as having beneficial impacts to local communities in the form of economic activity and awareness. Some of the events occur on or near County roads and include traffic impacts. When such impacts exist, roads must be closed, or traffic controlled in accordance with County policy which includes an approving Board resolution. This item includes all anticipated special event road closures for summer 2023; 1. Bridgeport 4th of July Celebration 2. TOML 4th of July Celebration. 3. June Lake Triathlon 4. Gran Fondo race 5. ATV Jamboree 6. Sierra Safari 7. Bridgeport Fall Festival 8. Mammoth Tuff race 9. Ridge Rambler race 10. Bodie Fun Run 11. E. Clampus Vitus historic monument placements.

**Recommended Action:** Adopt proposed resolution.

**Fiscal Impact:** Approximately \$1000 per event included in the adopted budget. These costs result from the assistance provided by the respective road districts for personnel, equipment, and supplies relating to signage and blockades to effectuate the closures.

**6. CORRESPONDENCE RECEIVED**

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

**A. Request Appropriation for Insufficient Educational Revenue Augmentation Fund (ERAF) Amounts in Mono County**

Letter requesting Senator Skinner and Assembly Member Ting to respectfully consider Mono County for including an appropriation to backfill the insufficient Educational Revenue Augmentation Fund (ERAF) amounts in our County.

**7. REGULAR AGENDA - MORNING**

**A. Employment Agreement - Environmental Health Manager**

Departments: Public Health

10 minutes

(Kathy Peterson, Interim Public Health Director) - Proposed resolution approving a contract with Louis Molina as Environmental Health Manager, and prescribing the compensation, appointment, and conditions of said employment.

**Recommended Action:** Announce fiscal impact, approve proposed resolution, approving a contract with Louis Molina as Environmental Health Manager, and prescribing the compensation, appointment, and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

**Fiscal Impact:** Fiscal Impact for the remainder of fiscal year 2022-23 is approximately \$13,403 (\$9,795 in Salaries and \$3,608 in Benefits). Fiscal Year 2023-24 is estimated at a total of \$199,113 (\$123,418 in Salaries and \$75,695 in Benefits).

**B. Employment Agreement - Public Health Equity Officer**

Departments: Public Health

10 minutes

(Kathy Peterson, Interim Public Health Director) - Proposed resolution approving a contract with Rachel Barnett as Public Health Equity Officer, and prescribing the compensation, appointment, and conditions of said employment.

**Recommended Action:** Announce fiscal impact. Adopt proposed resolution approving a contract with Rachel Barnett as Public Health Equity Officer, 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:** Fiscal Impact for the remainder of Fiscal Year 2022-23 is approximately \$10,923 (\$8,059 in Salary and \$2,864 in Benefits). Fiscal Year 2023-24 is estimated at a total of \$135,823 (\$101,540 in Salary and \$34,283 in Benefits).

**C. Employment Agreement - Interim Clerk/Recorder**

Departments: CAO

5 minutes

(Mary Booher, Interim County Administrative Officer) - Proposed resolution approving a contract with Queenie Barnard as Interim Clerk/Recorder, and prescribing the compensation, appointment, and conditions of said employment.

**Recommended Action:** Announce Fiscal Impact. Approve proposed resolution, approving a contract with Queenie Barnard as Interim Clerk/Recorder, 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 incremental cost of this item for every two week pay cycle is \$617, of which \$532 is salary and \$85 is benefits. However, the department realizes budget savings of \$5,250, of which \$3,905 is salary and \$1,345 is benefits, for every two week pay cycle the position of permanent Clerk/Recorder remains unfilled.

**D. Board Ad Hoc Arts Committee**

Departments: CAO

10 minutes

(Mary Booher, Interim County Administrative Officer) - The County Administrative Office has received two proposals for art installations at the Civic Center. One is for a competitive process to install rotating art, and one is for a permanent installation. There are also other models that could be considered. This item proposes that the Board establish a Public Art Ad Hoc Committee to assess options and make a recommendation to the full Board.

**Recommended Action:** Establish a Board Ad Hoc Committee, and appoint two Board members to that Committee, to assess and make a recommendation to the full Board regarding art in the Mammoth Lakes Civic Center.

**Fiscal Impact:** To be determined, after Board Ad Hoc is established.

**E. Cooperative Agreement for Disaster Related Debris-Management Services**

Departments: Emergency Management

10 minutes

(Chris Mokrcek, Director of Emergency Management, Jeff Snow, DRC Pacific) - Proposed Cooperative Agreement with DRC Pacific, Inc. pertaining to Disaster-Related Debris Management Services.

**Recommended Action:** Approve, and authorize Board Chair to sign, cooperative agreement with DRC Pacific, for disaster related debris management services. This agreement utilizes pre-negotiated prices and provisions of the DRC contract with County of Orange, California and, following a competitive bidding process, is extended to other California local and state government entities.

**Fiscal Impact:** None until services are procured. When procured, we expect reimbursement at up to 75% by FEMA and 18.75% by CalOES, with the remaining 6.25% representing the local match.

**F. Fiscal Year 2023-24 Senate Bill 1 (SB1) Road Maintenance and Rehabilitation Account (RMRA) Annual Project List**

Departments: Public Works Engineering

10 minutes

(Chad Senior, Engineer) - Annually, prior to receiving SB1 funding, the County is

required to provide to the state a proposed project list, adopted by Board resolution, which includes project description, location, schedule, and estimated useful life of all projects that will utilize the Road Maintenance and Rehabilitation Account (RMRA) funds in the upcoming fiscal year. Submittal of adopted resolution with approved projects to the California Transportation Commission (CTC) permits the State Controller's office to disperse monthly SB1 apportionments to Mono County.

**Recommended Action:** Adopt proposed resolution, approving the list of projects to be funded by SB 1: The Road Repair and Accountability Act of 2017 in FY 2023-24.

**Fiscal Impact:** The County's portion of SB1/Road Maintenance and Rehabilitation Account (RMRA) revenue for FY 2023-2024 is currently estimated at \$2,448,617. The list of projects for approval today are included in the proposed FY23-24 budget.

**G. Saddlebag Lake Road Rehabilitation – Federal Lands Access Program Grant Participation**

Departments: Public Works

5 minutes

(Kalen Dodd, Engineer) - The Saddlebag Lake Road project proposes to pave the road with new asphalt, stabilize slopes with new retaining walls, and provide some additional parking spaces. If the project is approved following design and environmental review, construction is tentatively scheduled to occur spring 2027 to fall 2028.

**Recommended Action:** Approve and authorize the Public Works Director to sign the attached Memorandum of Agreement (MOA) and the attached Funds Transfer Agreement (FTA) which commit the County to the design and environmental review phase of project development; to serving as the lead agency under the California Environmental Quality Act (CEQA); to long-term operation and maintenance of the project; and to an 11.47% local cost match; among other things.

**Fiscal Impact:** Up to \$435,220 to be paid from non-federal sources. Public works intends to use SB1 funds to the maximum extent possible to cover this non-federal match.

**H. Mono County Audit Reports for FY 2021-22**

Departments: Finance

15 minutes

(Janet Dutcher, Director of Finance) - Presentation of the Annual Comprehensive Financial Report (ACFR) and the Single Audit Report for the fiscal year ended June 30, 2022.

**Recommended Action:** None. Presentation and discussion only.

**Fiscal Impact:** Timely completion of audits and their filing with federal and state partners ensure continuation of intergovernmental revenues to Mono County.

**I. Public Health Assessment**

Departments: CAO

10 minutes

(Mary Booher, Interim County Administrative Officer) - Presentation by Mary Booher regarding an Organizational Assessment of the Public Health Department recently conducted by James Gandley of Municipal Resources Group.

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

**Fiscal Impact:** None.

**J. Department Overview - Sheriff's Office**

Departments: Sheriff

30 minutes

(Sheriff Ingrid Braun) - Presentation by Sheriff Ingrid Braun regarding an overview of the Sheriff's Office

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

**Fiscal Impact:** None.

**K. Department Overview - Emergency Management**

Departments: Emergency Management

30 minutes

(Chris Mokracek, Emergency Management Director) - Presentation by Chris Mokracek to update the Board of Supervisors and public on Emergency Management functions, operations, goals, and objectives.

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

**Fiscal Impact:** None.

**L. Legislative Update**

Departments: CAO

10 minutes

(Mary Booher, Interim County Administrative Officer) - Presentation by Mary Booher, Interim County Administrative Officer, providing a legislative update on (1) State budget actions regarding the inclusion of funding to reimburse the County for Insufficient Educational Revenue Augmentation Fund (ERAF), (2)

updates on potential impacts related to federal legislation related to raising the debt ceiling, and (3) legislation to support continued use of flame retardant in fighting wildland fires.

**Recommended Action:** Approve letters of support for legislation to support the continued use of flame retardant in fighting wildland fires. Provide any desired direction to staff.

**Fiscal Impact:** None.

**8. CLOSED SESSION**

**A. Closed Session - Labor Negotiations**

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

**B. Closed Session - Existing Litigation**

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

**C. Closed Session - Existing Litigation**

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: *Cohen v. County of Mono et al.* (Mono County Superior Court Case No.: 22UCM103).

**D. Closed Session - Existing Litigation**

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Mono v. KR Property et al. Case number: CV200081

**E. Closed Session - Public Employment**

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

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

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

**9. BOARD MEMBER REPORTS**

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

**ADJOURN**





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

# REGULAR AGENDA REQUEST

Print

**MEETING DATE** June 6, 2023

**Departments: CAO**

**TIME REQUIRED** 10 minutes

**PERSONS APPEARING BEFORE THE BOARD** Supervisor Peters

**SUBJECT** Coleville High School Girls Softball State Championship Recognition

### AGENDA DESCRIPTION:

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

A proclamation of the Mono County Board of Supervisors recognizing the Coleville High School Girls Softball team winning the Nevada Interscholastic Activities Association (NIAA) State Championship.

### RECOMMENDED ACTION:

Adopt proposed proclamation, recognizing the Coleville High School Girls Softball team winning the NIAA State Championship.

### FISCAL IMPACT:

None.

### CONTACT NAME:

PHONE/EMAIL: /

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

<p><b>Click to download</b></p> <p> <a href="#">Proclamation</a></p>
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### History

Time	Who	Approval
6/1/2023 7:14 AM	County Counsel	Yes
5/31/2023 4:34 PM	Finance	Yes
6/1/2023 9:20 AM	County Administrative Office	Yes



**MONO COUNTY BOARD OF SUPERVISORS  
PROCLAMATION RECONGIZING THE 2023 LADY WOLVES'  
SOFTBALL TEAM NIAA STATE CHAMPIONSHIP**

**WHEREAS**, on May 20, 2023, the Coleville High School Girls' Softball Lady Wolves defeated the Tonapah High School Lady Muckers from Tonapah, NV with a score of 15 – 0 in overtime to win the Nevada Interscholastic Activities Association (NIAA) 2023 State Division 1A Girls Softball Championship in Las Vegas, NV; and

**WHEREAS**, the championship team members are Stephanie Gutierrez, Mia Gridley, Emma Harshman, Bobbie Harper, Mariah Coriaarmenta, Ashley Tovar, Loralei Balcunas, Leslie Acero, Emily Gonzalez, Jessa Hysell, Yasmine Acero, Rhiannon French, Sophi McCann, and Kaelyn Lange; and

**WHEREAS**, the coaches that led the Lady Wolves to victory are Zaira Gonzales (Head), Andrew Balcunas (Assistant), Anthony Lange (Assistant), JL Vega (Assistant), and Leslie Castellon (Statistician); and

**WHEREAS**, the road to Las Vegas for the 2023 Coleville High School girls' softball Lady Wolves includes a 20-2 overall record for season wins; a 14-2 league record; and

**WHEREAS**, this is the 4<sup>th</sup> NIAA Softball State Championship victory for the Lady Wolves (1996, 1998, 2000, and 2023),

**NOW, THEREFORE, BE IT PROCLAIMED**, the Mono County Board of Supervisors hereby recognize and honor the Coleville High School Girls' Softball team for winning the 2023 NIAA State Championship Division 1A.

**APPROVED AND ADOPTED** this 6th day of June 2023, by the Mono County Board of Supervisors.

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Jennifer Kreitz, Supervisor District #1

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Rhonda Duggan, Supervisor District #2

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Bob Gardner, Supervisor District #3

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John Peters, Supervisor District #4

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Lynda Salcido, Supervisor District #5



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 6, 2023

**Departments: Clerk of the Board**

**TIME REQUIRED** 15 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Queenie Barnard, Assistant Clerk-Recorder-Registrar

**SUBJECT** Recognition of Clerk-Recorder-Registrar Scheereen Dedman

**AGENDA DESCRIPTION:**

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

A proclamation of the Mono County Board of Supervisors recognizing departing Clerk-Recorder-Registrar Scheereen Dedman.

**RECOMMENDED ACTION:**

Approve the proclamation of the Mono County Board of Supervisors recognizing departing Clerk-Recorder-Registrar Scheereen Dedman.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Danielle Patrick

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available

**History**

Time	Who	Approval
5/31/2023 4:56 PM	County Counsel	Yes
5/31/2023 4:34 PM	Finance	Yes
5/31/2023 5:22 PM	County Administrative Office	Yes



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 6, 2023

**Departments: Community Development**

**TIME REQUIRED**

**SUBJECT** Appointment to the Mono Basin  
Regional Planning Advisory  
Committee (RPAC)

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Appointment of Kate Mook to the Mono Basin RPAC.

**RECOMMENDED ACTION:**

Appoint Kate Mook to the Mono Basin Regional Planning Advisory Committee (RPAC) for the term ending on December 31, 2023.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Laura Stark

**PHONE/EMAIL:** 760-924-1810 / lstark@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">staff report</a>
<a href="#">RPAC application</a>

**History**

Time	Who	Approval
5/25/2023 1:57 PM	County Counsel	Yes
5/24/2023 8:26 AM	Finance	Yes

5/25/2023 3:58 PM

County Administrative Office

Yes

# Mono County Community Development Department

PO Box 347  
Mammoth Lakes, CA 93546  
760.924.1800, fax 924.1801  
commdev@mono.ca.gov

## Planning Division

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

June 6, 2023

**TO:** Honorable Mono County Board of Supervisors  
**FROM:** Laura Stark, Planning Analyst, for Bob Gardner, District 3 Supervisor  
**RE:** Mono Basin RPAC Appointment

### RECOMMENDATION

1. Appoint Kate Mook to the Mono Basin Regional Planning Advisory Committee for the term ending on December 31, 2023, as recommended by Supervisor Gardner.

### FISCAL IMPACT

No fiscal impacts are expected.

### DISCUSSION

The Mono Basin Regional Advisory Committee (RPAC) may consist of up to fifteen members and nine seats are currently vacant. Supervisor Gardner recommends appointing Kate Mook to fill a vacant seat. To ensure seats remain staggered, the suggested expiration date is December 31, 2023, at which time Ms. Mook can be reappointed to a full four-year term. The application for the proposed applicant is attached and includes a statement of community interests. With the seat filled, the Mono Basin RPAC will consist of seven members. Full terms are for four years and are staggered to facilitate smooth transitions.

Existing members are listed below:

	<b>Existing members</b>	<b>Role</b>	<b>Email</b>	<b>Term Expires</b>
1	Elin Ljung	Chair	<a href="mailto:elin.ljung@gmail.com">elin.ljung@gmail.com</a>	12.31.23
2	Molly Desbaillets	Secretary	<a href="mailto:desbaillets@gmail.com">desbaillets@gmail.com</a>	12.31.25
3	Lisa Cutting		<a href="mailto:lcutting@schat.net">lcutting@schat.net</a>	12.31.25
4	Bartshe Miller		<a href="mailto:bartshe@gmail.com">bartshe@gmail.com</a>	12.31.25
5	Ronda Kauk		<a href="mailto:Rondakauk7@gmail.com">Rondakauk7@gmail.com</a>	12.31.23
6	Jake Suppa		<a href="mailto:shantico13@gmail.com">shantico13@gmail.com</a>	12.31.25
7				

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

If you have questions regarding this matter, please contact Supervisor Gardner or Laura Stark at 760.924.1810.

# Regional Planning Advisory Committees

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

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

## MEMBERSHIP APPLICATION

This application is for membership in the following RPAC (choose one):

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

Name Kate Mook

Address [REDACTED]

City/State/Zip Lee Vining, CA 93541

Phone (day) [REDACTED]

Phone (eve.) \_\_\_\_\_

Email kateemook@gmail.com

Occupation/Business Lecturer and Consultant

Special interests or concerns about the community:

For purposes of transparency, I am currently the Corresponding Secretary for the Mono County Democratic Central Committee.

One of my main concerns about this community is the lack of housing in our community (in general) as well as the lack of affordable housing when any housing does become available.

I am also concerned about the lack of fuel breaks in our communities, as climate change creates conditions more prone to extreme wildfires.

I would also like to increase outreach, communication, and transparency regarding any legislation/meetings/emergencies/etc that directly impact our communities.

Signature Kate Mook

Date 5/10/2023



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** June 6, 2023

**Departments: Community Development**

**TIME REQUIRED**

**SUBJECT** Appointment to the Wheeler Crest  
Design Review Committee (WCDRC)

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

Consider appointing a new member to the Wheeler Crest Design Review Committee (WCDRC).

### RECOMMENDED ACTION:

Appoint Ruben Rosen to a two-year term expiring March 31, 2025, on the Wheeler Crest Design Review Committee.

### FISCAL IMPACT:

None.

**CONTACT NAME:** Laura Stark

**PHONE/EMAIL:** 760-924-1810 / [lstark@mono.ca.gov](mailto:lstark@mono.ca.gov)

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download

[staff report](#)

### History

Time	Who	Approval
5/25/2023 1:57 PM	County Counsel	Yes
5/24/2023 8:24 AM	Finance	Yes
5/25/2023 3:58 PM	County Administrative Office	Yes



# Mono County Community Development Department

P.O. Box 347  
Mammoth Lakes, CA 93546  
(760) 924-1800, fax 924-1801  
commdev@mono.ca.gov

Planning Division

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

June 6, 2023

**To:** Honorable Chair and Members of the Board of Supervisors

**From:** Laura Stark, Planning Analyst, for Rhonda Duggan Supervisor District #2

**Re:** Appointment to the Wheeler Crest Design Review Committee (WCDRC)

## FISCAL IMPACT

No fiscal impacts are expected.

## MEMBERSHIP UPDATE DISCUSSION

Supervisor Duggan, District #2 requests Board consideration of one new membership appointments to the Wheeler Crest Design Review Committee and recommends appointing new member, Reuben Rosen, to fill the two-year term expiring on March 31, 2025.

Per Ordinance 15-04, the Committee may operate with five to seven members total and up to four members shall be appointed to a three-year term and up to three shall be appointed to a two-year term.

## RECOMMENDED APPOINTMENT

1. Reuben Rosen

## Term Expires:

March 31, 2025 (two-year term)

## EXISTING MEMBERS

2. Judy Beard
3. Bob Weiland
4. Alisa Adriani
5. Greta Mettaufer
6. Rico Miledi

November 30, 2024 (three-year term)

November 30, 2024 (three-year term)

March 31, 2026 (three-year term)

March 31, 2026 (three-year term)

March 31, 2025 (two-year term)

If you have any questions regarding this item, please contact Supervisor Duggan or Laura Stark at 760-924-1810. This staff report has been reviewed by the Community Development Director.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 6, 2023

**Departments: Public Health**

**TIME REQUIRED**

**SUBJECT** Immunization Local Assistance Grant Agreement #22-11029 for Fiscal Years 2022/23 - 2026/27

**PERSONS APPEARING BEFORE THE BOARD**

**AGENDA DESCRIPTION:**

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

Proposed contract with California Department of Interim Public Health Immunization Branch pertaining to Local Assistance Grant Agreement Number 22-11029 for fiscal year 2022/23 - 2026/27.

**RECOMMENDED ACTION:**

Approve, and authorize Chair to sign, contract with California Department of Public Health Immunization Branch for Local Assistance Grant Agreement Number 22-11029 for the period July 1, 2022, through June 30, 2027, and a not-to-exceed amount of \$720,228.30. Additionally, provide authorization for the Public Health Director to approve minor amendments and/or revisions that may occur during the contract period provided such amendments do not alter the not-to-exceed amount, do not substantially alter the scope of work or budget, and are approved as to form by County Counsel.

**FISCAL IMPACT:**

The Immunization Local Assistance Grant Agreement provides an estimated allocation of \$343,928.30 in Year 1, July 1, 2022 - June 30, 2023, \$274,075 in Year 2, July 1, 2023 - June 30, 2024, and \$34,075 per year for Years 3-5, July 1, 2024 - June 30, 2027. Total maximum funding for the five-year term is \$720,228.30.

**CONTACT NAME:** Marjoree Neer and Kathy Peterson

**PHONE/EMAIL:** 760-924-1818 / mneer@mono.ca.gov

**SEND COPIES TO:**

Kathy Peterson, Marjoree Neer, Stephanie Butters

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">Grant Agreement (signature needed)</a>

[Grant Application](#)

[Certification Regarding Lobbying \(signature needed\)](#)

[California Civil Rights Laws Attachment \(signature needed\)](#)

[Contractor Certification Clauses \(signature needed\)](#)

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### History

Time	Who	Approval
5/26/2023 4:12 PM	County Counsel	Yes
5/22/2023 1:41 PM	Finance	Yes
5/26/2023 4:19 PM	County Administrative Office	Yes



# MONO COUNTY HEALTH DEPARTMENT

## Public Health

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

DATE: June 6, 2023  
TO: Honorable Board of Supervisors  
FROM: Kathryn Peterson, Public Health  
SUBJECT: Immunization Local Assistance Grant Agreement #22-11029  
for Fiscal Years 2022-2027

### **Discussion:**

The Mono County Health Department wishes to renew the contract with the California Department of Public Health, Immunization Branch for the provision of immunization services via the Local Assistance Grant Agreement Number 22-11029 for the period of July 1, 2022 through June 30, 2027 for a not-to-exceed amount of \$720,228.30.

The Health Department contracts with the California Department of Public Health, Immunization Branch for the provision of immunization services. The Immunization Branch helps ensure that people living in California who are uninsured and under-insured have access to disease preventing vaccinations. The eight components of this program include:

- Vaccine Accountability and Management
- Improving Vaccine Access and Coverage Rates
- Immunization Information Systems
- Perinatal Hepatitis B Prevention
- Education, Information, Training, and Partners
- Prevention, surveillance, and Control of Vaccine Preventable Disease (VPD)
- Assess and Improve Compliance with Childcare and School Immunization Entry Requirements
- Improve and Maintain Preparedness for an Influenza Pandemic
- Organize an effective COVID-19 vaccination response

The agreement authorizes the Mono County Health Department to receive funding to fulfill the nine program components.

For questions, please contact Kathryn Peterson, 760-924-1763, [kpeterson@mono.ca.gov](mailto:kpeterson@mono.ca.gov).

## **CALIFORNIA IMMUNIZATION PROGRAM**

### **Awarded By**

**THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”**

**TO**

**Mono County Public Health Department, hereinafter “Grantee”**

**Implementing the project, “To assist local health departments (LHDs) in preventing and controlling vaccine-preventable diseases (VPDs) in the local health jurisdiction (LHJ),” hereinafter “Project”**

### **GRANT AGREEMENT NUMBER 22-11029**

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

**AUTHORITY:** The Department has authority to grant funds for the Project under Health and Safety Code, Section 120325-120380, which requires immunizations against childhood diseases prior to school admittance and Federal Grant numbers 5 NH23IP922612-04-00, 6 NH23IP922612-02-02, 6 NH23IP922612-02-03, and 6 NH23IP922612-02-04.

**PURPOSE:** The Department shall award this Grant Agreement to and for the benefit of the Grantee; the purpose of the Grant is to assist LHDs in preventing and controlling VPDs in the LHJ. The Grantee is to implement activities to:

- Assess and improve coverage levels in the jurisdiction of all vaccines recommended by the Advisory Committee on Immunization Practices (ACIP) to protect the population.
- Detect, report, and control vaccine-preventable diseases in the jurisdiction.

### **Related Statutes**

California Health & Safety Code sections:

- 120130 requires the Local Health Officer to properly report to CDPH those diseases listed as reportable, which include vaccine-preventable diseases.
- 120175 requires the Local Health Officer to take measures as may be necessary to prevent the spread or occurrence of additional cases of reportable diseases (which includes reportable vaccine-preventable diseases).
- 120350 requires Local Health Officers to organize and maintain a program to make available the immunizations required for admittance to childcare facilities and schools.

**GRANT AMOUNT:** The maximum amount payable under this Grant Agreement shall not exceed the amount of \$720,228.30.

**TERM OF GRANT AGREEMENT:** The term of the Grant shall begin on July 1, 2022 and terminates on June 30, 2027. No funds may be requested or invoiced for services performed or costs incurred after June 30, 2027.

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

<b>California Department of Public Health</b>	<b>Grantee: Mono County Public Health Department</b>
Name: Noemi Marin	Name: Marjoree Neer, Health Program Manager
Address: 850 Marina Bay Pkwy., Bldg. P, 2 <sup>nd</sup> Fl.	Address: PO Box 3329
City, ZIP: Richmond, CA 94804	City, ZIP: Mammoth Lakes, CA 93546
Phone: (510) 620-3737	Phone: (760) 924-1818
E-mail: noemi.marin@cdph.ca.gov	E-mail: mneer@mono.ca.gov

Direct all inquiries to the following representatives:

<b>California Department of Public Health, Immunization Branch</b>	<b>Grantee: Mono County Public Health Department</b>
Attention: Roland Rafol	Attn: Marjoree Neer, Health Program Manager
Address: 850 Marina Bay Pkwy., Bldg. P, 2 <sup>nd</sup> Fl.	Address: PO Box 3329
City, Zip: Richmond, CA 94804	City, Zip: Mammoth Lakes, CA 93546
Phone: (510) 412-6053	Phone: (760) 924-1818
E-mail: roland.rafol@cdph.ca.gov	E-mail: mneer@mono.ca.gov

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

<b>Remittance Address</b>
<b>Grantee: Mono County Public Health Department</b>
Attention "Cashier": Stephanie Butters
Address: PO Box 476
City, Zip: Bridgeport, CA 93517
Phone: (760) 932-5587
E-mail: sbutters@mono.ca.gov

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

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

Exhibit A GRANT APPLICATION

(The Grant Application provides the description of the project and associated costs)

Note: Once the Grant Agreement has been fully executed, requests for modifications/changes thereafter to the existing Exhibit A and/or Exhibit A, Attachment 1, do not require a formal amendment but must be agreed to in writing by both parties. The CDPH/Grantee Project Representatives are responsible for keeping records of approved modifications/changes. Such modifications/changes must be made at least 30 days prior to implementation. A formal written amendment is required when there is an increase or decrease in funding or a change in the term of the agreement.

Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS

The approved budget supersedes the proposed budget in the Grant Application

Exhibit C STANDARD GRANT CONDITIONS

Exhibit D REQUEST FOR APPLICATION (RFA) #22-10537

Exhibit E ADDITIONAL PROVISIONS

Exhibit F FEDERAL TERMS AND CONDITIONS

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

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

Executed By:

Date: \_\_\_\_\_  
| | Rhonda Duggan  
| | Mono County Board Chair  
| | PO Box 715  
| | Bridgeport, CA 93517  
| |

Date: \_\_\_\_\_  
| | Javier Sandoval, Chief  
| | Contracts Management Unit  
| | California Department of Public Health  
| | 1616 Capitol Avenue, Suite 74.262  
| | P.O. Box 997377, MS 1800- 1804  
| | Sacramento, CA 95899-7377



**Exhibit A**

**CDPH Immunization Branch** **Form 1**  
**Fiscal Year 2022 - 2027**  
**APPLICATION COVER SHEET/CHECKLIST**

DATE OF SUBMISSION	12/05/2022
OFFICIAL ORGANIZATION NAME	Mono County Public Health Department
AGREEMENT NUMBER	

Provide the name, phone number, and e-mail address of the person we can contact to confirm the date/time of the negotiation conference call.

Contact Name: <b>Marjoree Neer</b>	Phone Number: <b>760-924-1818</b>
E-mail: <b>mneer@mono.ca.gov</b>	

**Type of Application:**

New   
  Renewal   
  Continuation   
  Supplement   
  Revision  
 Supplement   
  Revision

<b>Budget Period:</b>	<b>Total Amount Requested for 5 Years:</b>
From: <u>July 1, 2022</u> To: <u>June 30, 2027</u>	\$ <u>720,228.30</u>

**Board of Supervisors/Resolution meeting dates for the upcoming 6 months:**

<u>12/13/2022</u>	<u>12/20/2022</u>	<u>01/03/2023</u>	<u>01/10/2023</u>	<u>01/17/2023</u>	<u>02/07/2023</u>	<u>02/14/2023</u>
<u>02/21/2023</u>	<u>03/07/2023</u>	<u>03/14/2023</u>	<u>03/21/2023</u>	<u>04/04/2023</u>	<u>04/11/2023</u>	<u>04/18/2023</u>
<u>05/02/2023</u>	<u>05/09/2023</u>	<u>05/16/2023</u>	<u>06/06/2023</u>	<u>06/13/2023</u>	<u>06/20/2023</u>	

## Exhibit A

## Form 1

### Federal Compliance Requirements of the

Immunization Grant No. 5 NH23IP922612-04-00  
COVID-19 R2 Grant No. 6 NH23IP922612-02-02  
COVID-19 R3 Grant No. 6 NH23IP922612-02-03  
COVID-19 R4 Grant No. 6 NH23IP922612-02-04

This section requires LHD Grantee signature to acknowledge that the LHD Grantee has reviewed and understands the Federal Compliance Requirements of all grants listed above. See enclosed copy of the Award Attachments under which these grants are issued.

<u>Kathy Peterson, Interim Public Health Director</u> Print Name and Title of Person Signing	<u><i>Kathryn Peterson</i></u> <small>Kathryn Peterson (Dec 5, 2022 12:38 PST)</small> Signature of Person Signing	<u>Dec 5, 2022</u> Date
---	--	----------------------------

### APPLICATION CONTENTS:

#### Application Due by 5:00 p.m., (Pacific Standard Time), September 30, 2022 Please Check

Form 1:	Application Cover Sheet/Checklist	<input checked="" type="checkbox"/>
Form 2:	Grantee Information Form	<input checked="" type="checkbox"/>
Form 3:	Local Project Synopsis	<input checked="" type="checkbox"/>
Form 4:	Scope of Work for Local Health Departments/Glossary of Acronyms and Terms	<input checked="" type="checkbox"/>
Form 5:	Exhibit B – Budget	<input checked="" type="checkbox"/>
Form 6:	Government Agency Taxpayer ID Form	<input checked="" type="checkbox"/>

**NOTE:** The above documents must be completed and submitted with this Application Cover Sheet/Checklist Form. E-mail completed application to [izb.admin@cdph.ca.gov](mailto:izb.admin@cdph.ca.gov) by the submission deadline.

**Exhibit A**

**Form 2**

**CDPH Immunization Branch  
 Grantee Information Form**

Date Form Completed: 12/05/2022

<b>This is the information that will appear on your grant agreement cover page.</b>	
<b>Organization</b>	Federal Tax ID # <u>95-6005661</u> Contract/Grant# _____
	Data Universal Number System (DUNS) # <u>086128832</u>
	Unique Entity Identifier (UEI) # <u>L7XGDNTU7B98</u>
	Official Organization Name <u>Mono County Public Health Department</u>
	Mailing Address <u>PO Box 3329, Mammoth Lakes, CA 93546</u>
	Street Address (If Different) <u>1290 Tavern Road, Suite 246, Mammoth Lakes, CA 93546</u>
	County <u>Mono</u>
	Phone <u>760-924-1830</u> Fax <u>760-924-1831</u>
	Website <u>www.monohealth.com</u>
	<b>The <i>Grant Signatory</i> has authority to sign the grant agreement cover.</b>
<b>Grant Signatory</b>	Name <u>Rhonda Duggan</u>
	Title <u>Mono County Board Chair</u>
	<b>If address(es) are the same as the organization above, just check this box and go to Phone</b> <input type="checkbox"/>
	Mailing Address <u>PO Box 715, Bridgeport, CA 93517</u>
	Street Address (If Different) _____
	Phone <u>760-932-5530</u> Fax <u>760-932-5531</u>
E-mail <u>bos@mono.ca.gov</u>	
<b>The <i>Project Director</i> is responsible for all of the day-to-day activities of project implementation and for seeing that all grant requirements are met. This person will be in contact with State Immunization Branch staff, will receive all programmatic, budgetary, and accounting mail for the project and will be responsible for the proper dissemination of program information.</b>	
<b>Project Director</b>	Name <u>Marjoree Neer</u>
	Title <u>Health Program Manager</u>
	<b>If address(es) are the same as the organization above, just check this box and go to Phone</b> <input checked="" type="checkbox"/>
Mailing Address _____	

Street Address (If Different)	_____	
Phone	<u>760-924-1818</u>	Fax <u>760-924-1831</u>
E-mail	<u>mneer@mono.ca.gov</u>	

<b>Payment Receiver</b>	All payments are sent to the attention of this person at the designated address.	
	Name	<u>Stephanie Butters</u>
	Title	<u>Fiscal and Administrative Officer</u>
	<b>If address(es) are the same as the organization above, just check this box and go to Phone</b> <input type="checkbox"/>	
	Mailing Address	<u>PO Box 476, Bridgeport, CA 93517</u>
	Street Address (If Different)	<u>37 Emigrant Street, Bridgeport, CA 93517</u>
	Phone	<u>760-932-5587</u> Fax <u>760-924-1831</u>
	E-mail	<u>sbutters@mono.ca.gov</u>

<b>Fiscal Reporter</b>	The <b>Fiscal Reporter</b> prepares invoices, maintains fiscal documentation and serves as the primary contact for all related questions.	
	Name	<u>Stephanie Butters</u>
	Title	<u>Fiscal and Administrative Officer</u>
	<b>If address(es) are the same as the organization above, just check this box and go to Phone</b> <input type="checkbox"/>	
	Mailing Address	<u>PO Box 476, Bridgeport, CA 93517</u>
	Street Address (If Different)	<u>37 Emigrant Street, Bridgeport, CA 93517</u>
	Phone	<u>760-932-5587</u> Fax <u>760-924-1831</u>
	E-mail	<u>sbutters@mono.ca.gov</u>

<b>Fiscal Signatory</b>	The <b>Fiscal Signatory</b> has signature authority for invoices and all fiscal documentation reports.	
	Name	<u>Stephanie Butters</u>
	Title	<u>Fiscal and Administrative Officer</u>
	<b>If address(es) are the same as the organization above, just check this box and go to Phone</b> <input type="checkbox"/>	
	Mailing Address	<u>PO Box 476, Bridgeport, CA 93517</u>
	Street Address (If Different)	<u>37 Emigrant Street, Bridgeport, CA 93517</u>
	Phone	<u>760-932-5587</u> Fax <u>760-924-1831</u>
	E-mail	<u>sbutters@mono.ca.gov</u>

## Exhibit A

### CDPH Immunization Branch Local Assistance Grant Application Local Project Synopsis

**Form 3**

Name of Grantee: Mono County Public Health Department

---

#### 1. DESCRIPTION OF SERVICES TO BE PROVIDED:

##### Narrative

The Mono County Immunization program will utilize grant funds obtained through the CDPH Immunization Branch to detect, report and control vaccine-preventable diseases within our LHJ utilizing the guidelines of the Scope of Work provided by the State IZB. With the extra grant funding received over the past few years and still remaining, we will continue to assess and improve coverage levels within our jurisdiction for all vaccines recommended by the ACIP with a particular focus on issues of vaccine equity, reaching populations that are underserved or under-represented. We will continue to put an emphasis on encouraging and providing covid vaccines to those unvaccinated and incompletely vaccinated. The following are some specifics by SOW Areas:

Area 1 – Vaccine Accountability and Management – Monitor and maintain vaccine supply, storage and handling to ensure the integrity of the vaccines and the safety of clients. Provide training at least annually for all staff involved with vaccines and support other VFC providers as needed.

Area 2 – Access to and Utilization of Quality Immunization Services – Mono County main office in Mammoth where about 60% of our population resides, is open for vaccinations 5 days a week. In addition, we have an outreach team which provides flu and covid vaccines around the county at remote clinics. We will update and maintain a referral list of clinics providing vaccines and any issues that clients have with accessing these services. Finally, all corrective actions will be completed for the VFC compliance visits.

Area 3 – California Immunization Registry – We will be promoting the utilization of CAIR by training all LHD IZ staff in the use of CAIR; by supporting and monitoring CAIR usage in our partners; and by providing training to schools and other partners in CAIR.

Area 4 – Perinatal Hepatitis B Prevention – We will be partnering with prenatal providers to make sure they have up to date information on the reporting and management of Hep B Positive mothers. If cases occur we will provide support and case management of these clients.

Area 5 – Education, Information, Training, and Partnerships - Mono County LHD will continue to develop our partnerships and collaborative activities with our community partners by planning and conducting some joint vaccine promotions and activities and by distributing vaccine promotion information utilizing print, electronic and social media.

Area 6 – Prevention, Surveillance and Control of Vaccine Preventable Disease – Update or develop VPD Quicksheet protocols and review with all related LHD staff so that we are prepared for any VPD cases that occur. Continue to promote communication with our local hospital communicable disease nurse to ensure timely response to any cases.

Area 7 – Childcare and School Immunization Entry Requirements – Mono County LHD will continue to monitor and support all schools in our county on the annual immunization assessment and ensure that they are able to access the School and Childcare Roster Lookup for assess their students.

Area 8 – Strengthen capacity to protect against seasonal influenza and to prepare for a pandemic – Mono County will continue to make available and promote influenza vaccination at all outreach clinics as well as in our health department. We will promote vaccination in print and social media platforms. A mass vaccination exercise will be completed in conjunction with our emergency preparedness program.

Area 9 - Organize an effective Covid-19 vaccination response – We will continue our extensive outreach with Covid vaccines throughout the county with some special outreaches to target populations who are especially vulnerable or underserved.

---

## **2. EVALUATION PLANS:**

*All grantees participate in process evaluation per their Scope of Work activities.  
Grantees must complete a quarterly grant report detailing their activities.*

The Mono County IZ program seeks to increase the number of residents who have received all vaccines recommended by the ACIP including influenza and covid vaccines and to prevent vaccine preventable disease. Mono County Public Health will follow the Performance Measures and Reporting Requirements outlined in the Mono County Grant Workplan and develop Quality Assurance and Best Practices guidelines to ensure that we achieve these goals.

**Exhibit A**  
**CDPH Immunization Branch**  
**Scope of Work for Local Health Departments FY 2022-2023**

**Purpose**

The purpose of this grant is to assist local health departments (LHDs) in preventing and controlling vaccine-preventable diseases in the local health jurisdiction (LHJ).

**Related Statutes**

California Health & Safety Code sections:

- 120130 requires the Local Health Officer to properly report to CDPH those diseases listed as reportable, which include vaccine-preventable diseases.
- 120175 requires the Local Health Officer to take measures as may be necessary to prevent the spread or occurrence of additional cases of reportable diseases (which includes reportable vaccine-preventable diseases).
- 120350 requires Local Health Officers to organize and maintain a program to make available the immunizations required for admittance to childcare facilities and schools.

**Services to be Performed by the Grantee**

The Grantee is to implement activities to:

- Assess and improve coverage levels in the jurisdiction of all vaccines recommended by the Advisory Committee on Immunization Practices (ACIP) to protect the population.
- Detect, report, and control vaccine-preventable diseases in the jurisdiction.

The LHD must agree to the following inclusive objectives and conduct the following activities. Many of the services to be performed are also conditions for federal funding of the CDPH Immunization Branch (IZB) and/or statutory requirements of State and LHDs. The level of local assistance grant funding to be awarded is not represented as sufficient for support of all the required activities; a significant amount of local support and funding is expected. Local assistance grant funds must not be used to supplant (i.e., replace) local funds currently being expended for immunization services and activities.

Grantee agrees to assign the responsibility of monitoring each program component:

1) Vaccine Accountability and Management; 2) Access to and Utilization of Quality Immunization Services; 3) California Immunization Registry (CAIR); 4) Perinatal Hepatitis B Prevention; 5) Education, Information, Training, and Partnerships; 6) Prevention, Surveillance and Control of Vaccine Preventable Disease (VPD); 7) Childcare and School Immunization Entry Requirements; 8) Influenza; and 9) COVID-19 Vaccination.

Grantee will monitor grant fund expenditures to maximize the utilization of the funding for achieving the goals and objectives. Grant invoices shall be reviewed and submitted quarterly to the CDPH Immunization Branch.

The Immunization Coordinator is required to participate in meetings, webinars, and conference calls as requested by the CDPH Immunization Branch including, but not limited to, the CDPH Immunization Branch's Immunization Coordinators' Meeting, New Immunization Coordinator

**Exhibit A**

**CDPH Immunization Branch**

**Scope of Work for Local Health Departments FY 2022-2023**

**Form 4**

Orientation (offered annually and required for all new Immunization Coordinators), regional coordinators' meetings, and conference calls related to influenza, outbreak control, perinatal hepatitis B, changes in policies and procedures, and other important issues.



**Exhibit A**  
**CDPH Immunization Branch**  
**Scope of Work for Local Health Departments FY 2022-2023**

**Area 1. Vaccine Accountability and Management**

<b>Goal 1.1: Maintain viability of IZB supplied vaccine to ensure vaccine effectiveness and reduce vaccine waste.</b>	
<b>Required Activities</b>	<b>Performance Measures</b>
<p><b>Goal 1.1 Activity a:</b> Annually, make sure all relevant staff within LHD-operated clinics (routine mass vaccination, or special immunization outreach) are properly trained on current policies and procedures for proper vaccine storage and handling outlined in each participation agreement/addendum for the receipt of IZB-supplied vaccines (317, Vaccines for Children [VFC], state general fund).</p>	<ol style="list-style-type: none"> <li>1. Updated Vaccine Management Plans for each LHD facility.</li> <li>2. Completed EZIZ Lessons for Key Practice Staff.</li> <li>3. Completed training logs (training date, topics, methods, and list of attendees).</li> </ol>
<p><b>Goal 1.1 Activity b:</b> Develop and implement a training plan for provider facilities outside LHDs receiving IZB supplied doses (state or 317 Outbreak). Focus the plan on proper vaccine management, vaccine storage and handling requirements, and administration prior to the distribution of IZB-supplied vaccines.</p>	<ol style="list-style-type: none"> <li>1. Training plan developed and implemented.</li> <li>2. Number of completed trainings.</li> <li>3. Completed training logs (training date, topics, methods, and list of attendees).</li> <li>4. Training packet completed and available.</li> <li>5. Number of signed Vaccine Management Plans received and reviewed.</li> </ol>
<p><b>Goal 1.1 Activity c:</b> Develop and implement a plan to verify that providers administering 317 Outbreak and state general fund immunizations outside the LHDs adhere to policies for vaccine management. Conduct Quality Assurance verifications (such as random temperature log review, on-site vaccination clinic assessments, review of vaccine losses, etc.) at least every other year, in a sample of sites receiving vaccines.</p>	<ol style="list-style-type: none"> <li>1. Developed and implemented Quality Assurance Plan.</li> <li>2. Completion of Mass Vaccination Hourly Temperature Logs/Electronic Data Files.</li> <li>3. Temperature Documentation on CDPH provided Logs for all IZB-supplied vaccines/Electronic Temperature Files.</li> <li>4. Percentage of sites receiving Quality Assurance verifications (minimum sample of 10% of sites receiving vaccines).</li> <li>5. Number of Completed Quality Assurance verifications.</li> </ol>
<p><b>Goal 1.1 Activity d:</b> Promote and encourage adoption of CDPH and CDC storage and handling guidelines among all healthcare providers providing immunization services in the community.</p>	<ol style="list-style-type: none"> <li>1. Documentation of storage and handling best practices promotion efforts.</li> </ol>

**Exhibit A**  
**CDPH Immunization Branch**  
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<b>Goal 1.2: Facilitate compliance with current protocols, policies, and procedures for vaccine accountability for LHD facilities and partners that receive IZB-supplied vaccine.</b>	
<b>Activity</b>	<b>Performance Measures</b>
<b>Goal 1.2 Activity a:</b> Make sure all relevant staff involved in vaccine ordering, management, and accountability activities within local health department-operated clinics adhere to all program requirements as outlined in the VFC/317 Provider Participation Agreements and Addendums. Complete annual VFC/317 program recertification.	1. Completed annual program recertification and corresponding educational lessons for all key practice staff.
<b>Goal 1.2 Activity b:</b> Promote adherence to eligibility guidelines corresponding to VFC, Section 317, and state general fund vaccines. Upon release of the Immunization Branch's Vaccine Eligibility Guidelines, IMM-1142, disseminate guidance to all relevant staff involved in vaccine ordering, management, and accountability activities within local health department operated pediatric and adult immunization clinics.	1. Documentation of provided guidance.
<b>Goal 1.2 Activity c:</b> Verify that processes are in place such that IZB-supplied (317, VFC, state) vaccines are administered to eligible individuals following outlined eligibility guidelines for each vaccine funding source.	1. Updated LHD protocols, inclusive of eligibility guidelines, for each vaccine funding source.
<b>Goal 1.2 Activity d:</b> Comply with federal policies regarding vaccine distribution. Publicly funded VFC and 317 vaccines must be distributed directly to the location at which the provider will administer the vaccines.	1. Documentation of procedures.

**Area 2. Access to and Utilization of Quality Immunization Services**

<b>Goal 2.1: Improve access to and receipt of all ACIP-recommended immunizations, especially for low income and underserved community members.</b>	
<b>Required Activities</b>	<b>Performance Measures</b>
<b>Goal 2.1 Activity a:</b> Maintain an immunization safety net that includes any LHD resource and referral lists to other programs that connect patients to services.	1. Referral list completed and updated on an annual basis.
<b>Goal 2.1 Activity b:</b> Be responsive to problems Medi-Cal members report related to	1. Maintain log of access problems resolved at local level or reported to CDPH.

**Exhibit A**  
**CDPH Immunization Branch**  
**Scope of Work for Local Health Departments FY 2022-2023**

**Form 4**

<p>access to immunization services.<sup>1</sup> Work with the corresponding Medi-Cal Managed Care Plan (MCP) to resolve problems. After attempts to work with MCP, if still unable to resolve, collect details and escalate to Senior Field Representative or other designated Immunization Branch staff person.</p>	
<p><b>Goal 2.1 Activity c:</b> For all <i>LHD facilities</i> that are VFC providers, participate in and support provider compliance and quality improvement visits in conjunction with the CDPH Immunization Branch. Assist with the implementation of corrective action plans, strategies to reduce missed opportunities for vaccination, and linkage/referral to medical homes.</p>	<p>1. Number of LHD clinics with corrective actions that were all completed within the specified time frame on the VFC Compliance Visit Report.</p>

**Area 3. California Immunization Registry (CAIR)<sup>2</sup>**

<b>Goal 3.1 Promote and optimize<sup>3</sup> the use of CAIR in the jurisdiction</b>	
<b>Required Activities</b>	<b>Performance Measures</b>
<p><b>Goal 3.1 Activity a:</b> Enter all IZB-supplied vaccine doses administered by LHD or partners, including influenza doses, into CAIR.</p>	<p>1. Number of LHD clinics participating in CAIR/ number all LHD clinics.            2. Percentage of LHD clinic doses entered into the registry within 14 days.            3. Number of state flu doses entered by end of flu season/number state flu doses administered.            4. CAIR ID list submitted to CDPH.</p>
<p><b>Goal 3.1 Activity b:</b> For LHDs with primary care clinics, use manage patient status functionality to remove inactive patients at least once a year.</p>	<p>1. Inactive patients marked as inactive in CAIR.</p>
<p><b>Goal 3.1 Activity c:</b> In LHD primary care clinics, utilize CAIR data to identify and improve low or lagging infant or adolescent vaccination coverage levels.</p>	<p>1. Low infant or adolescent CAIR coverage rate identified and improved.</p>

<sup>1</sup> Requirements for Medi-Cal immunization services are summarized here: <http://izcoordinators.org/vaccine-programs/medi-cal-and-pharmacy-resources/>

<sup>2</sup> CAIR refers to the statewide system that will connect CAIR2 with the San Diego Immunization Registry and Healthy Futures.

<sup>3</sup> If have EHR, move from manual data entry to data exchange (upload from EHR) to bidirectional data exchange. See <https://cairweb.org/docs/CAIR2-Communications/IMM-1266.pdf> and <https://cairweb.org/docs/CAIR2-Communications/IMM-1260.pdf>

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<b>Goal 3.1 Activity d:</b> Review monthly CAIR usage reports <sup>4</sup> to identify priority non-participating VFC sites that need to be recruited/retained. Communicate priority sites to Local CAIR Rep (LCR).	1. Number of VFC Sites identified for priority recruitment/retention contact.
<b>Goal 3.1 Activity e (required):</b> Invite CAIR staff <sup>5</sup> to participate in local provider trainings in order to promote CAIR.	1. Number of trainings with CAIR participation/number of trainings held.

<b>Goal 3.2: Connect local Immunization Information Systems (IIS) to CAIR (for San Joaquin County only)</b>	
<b>Required Activities</b>	<b>Performance Measures</b>
<b>Goal 3.2 Activity a:</b> Implement data sharing with CAIR2, including: <ul style="list-style-type: none"> <li>• Attend scheduled planning meetings with CAIR2 staff.</li> <li>• Comply with agreed upon timelines.</li> <li>• Complete data transfer testing, including both inbound to CAIR2 and outbound back to local IIS.</li> <li>• Share bulk historical loads of existing patients and immunizations to CAIR2 to initiate data sharing.</li> </ul>	1. Full historical data load completed.
<b>Goal 3.2 Activity b:</b> Initiate and maintain ongoing electronic data sharing with CAIR2.	1. Ongoing data sharing continues.

**Area 4. Perinatal Hepatitis B Prevention**

<b>Goal 4.1: Reduce the incidence of perinatal hepatitis B virus (HBV) infection in the jurisdiction.</b>	
<i>Note: Coordinate perinatal HBV prevention efforts with your LHD's Maternal Child and Adolescent Health (MCAH) program, as activities 4.1a-4.1c may also help fulfill Title V requirements and MCAH Scope of Work Activities.</i>	
<b>Required Activities</b>	<b>Performance Measures</b>
<b>Goal 4.1 Activity a:</b> Educate medical providers and hospital staff about the screening, care, and reporting of pregnant women who test positive for hepatitis B and their infants according to the guidance outlined below:	1. Percentage of HBsAg-positive pregnant women identified in the reporting period who were enrolled prior to delivery. 2. Percentage of HBsAg-positive pregnant women identified in the reporting period with an HBV DNA test result during pregnancy.

<sup>4</sup> Monthly CAIR usage reports for VFC providers are posted here: <http://izcoordinators.org/cair-reports/>.

<sup>5</sup> "CAIR staff" includes CAIR2 and local registry staff.

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<p><a href="#">Guidance for Prenatal Providers</a>  <a href="#">Guidance for Labor and Delivery Hospitals</a>  <a href="#">Guidance for Pediatric Providers</a></p>	<p>3. Percentage of PEP errors in the reporting period with completed LHJ follow-up.</p>
<p><b>Goal 4.1 Activity b:</b> Educate identified HBsAg-positive pregnant women about their HBV status and provide the appropriate information on prevention of perinatal hepatitis B transmission, based on current ACIP recommendations and the guidance outlined below:  <a href="#">Perinatal Hepatitis B Prevention Program Coordinator Handbook</a>  <i>Note: Even if you had no cases in the previous period you are still required to complete this activity so that you are prepared if there is a case in the future.</i></p>	<p>1. Number of HBsAg positive pregnant women identified and contacted.</p>
<p><b>Goal 4.1 Activity c:</b> Collect and submit requested data to CDPH on HBsAg-positive pregnant women and their infants according to the guidance outlined below:  <a href="#">Perinatal Hepatitis B Prevention Program Coordinator Handbook</a></p>	<p>1. Percentage of infants born to HBsAg-positive mothers in the reporting period who received PEP according to ACIP recommendations.          2. Percentage of infants born to HBsAg-positive mothers who completed the HBV vaccine series by 12 months of age.          3. Percentage of infants born to HBsAg-positive mothers who have completed PVS testing by 24 months of age.          4. Percentage of infants closed to case management with complete information within 24 months.</p>

**Area 5. Education, Information, Training, and Partnerships**

<p><b>Goal 5.1: Provide and/or promote educational activities and information to health care providers, schools and childcare centers, and other immunization stakeholders to promote best practices for immunizations and the importance of timely vaccinations.</b></p>	
<p><b>Required Activities</b></p>	<p><b>Performance Measures</b></p>
<p><b>Goal 5.1 Activity a:</b> Based on local priorities and resources, disseminate print and/or electronic communications among providers, school, general public and other immunization stakeholders in their jurisdiction.   <i>Note: Depending on funding, CDPH may offer select hard-copy materials to all VFC Providers through the Online VFC store. If the VFC store is available, LHDs may choose to refer VFC providers in their jurisdiction to order select materials from the VFC store instead.</i></p>	<p>1. Summary of efforts conducted to distribute materials in print or electronically to immunization stakeholders.          2. Target date for completion of summary.</p>

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<p><i>CDPH will inform LHDs on centralized communication activities from the Immunization Branch (e.g., print materials to VFC providers; electronic communications and resources to VFC providers, schools, pharmacies, and community-based organizations/other stakeholders; and traditional media/social media activities to reach the general public). LHDs may supplement any gaps in communication with local efforts. Contact the Information &amp; Education Section if you would like to learn more about the Immunization Branch’s centralized communication vehicles and activities.</i></p>	
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<b>Goal 5.2: Develop partnerships and collaborative activities in order to expand immunization services, promote best practices and improve coverage rates among children, adolescent and adults.</b>	
<b>Required Activities</b>	<b>Performance Measures</b>
<p><b>Goal 5.2 Activity a:</b> Engage with at least 3 types of partners in conducting educational activities or trainings.</p> <p><i>Notes:</i></p> <ul style="list-style-type: none"> <li>• <i>Partnership engagement should be based on commitment to perform agreed-upon activities (e.g., joint training, mass vaccination clinic, collaboration to include immunization messaging in communications or event, promotional efforts).</i></li> <li>• <i>LHJ will engage with at least one “provider” partner, one “school” partner and one “social service or other” partner:</i> <ul style="list-style-type: none"> <li>○ <i>“Provider partner” may include hospitals, federally qualified health centers (FQHCs), long term care facilities, birth facilities, professional associations (local ACOG chapter), pharmacies, health plans and community clinics.</i></li> <li>○ <i>“School partner” may include childcare providers, school or school district, County Department of Education, college, school nurses’ association or other school-related organizations.</i></li> <li>○ <i>“Social service and other partners” may include WIC, MCAH, social service agencies, migrant health, homeless shelters, drug-treatment centers, jails, faith-based organizations, local business or community-based organizations.</i></li> </ul> </li> </ul>	<ol style="list-style-type: none"> <li>1. Number of partner types (provider, school, social service/other partners) engaged with.</li> <li>2. Summary of activities conducted with each partner type.</li> <li>3. Summary of activities conducted with new partners.</li> </ol>

**Area 6. Prevention, Surveillance and Control of Vaccine Preventable Disease (VPD)**

<p><b>Goal 6.1: Conduct surveillance to identify VPD cases and/or outbreaks, and implement recommended prevention and control activities.</b></p>
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**Exhibit A**  
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Required Activities	Performance Measures
<p><b>Goal 6.1 Activity a:</b> Ensure that appropriate clinical specimens are tested, and relevant epidemiologic information is collected for VPDs requiring immediate public health action.</p>	<ol style="list-style-type: none"> <li>1. Percentage of measles PCR positive specimens submitted for molecular characterization.</li> <li>2. Percentage of Neisseria meningitidis positive specimens/isolates submitted for molecular characterization.</li> </ol>
<p><b>Goal 6.1 Activity b:</b> Implement appropriate public health activities for the control and prevention of cases and/or outbreaks of VPDs that are reportable to CDPH in accordance with CDPH recommendations.</p>	<ol style="list-style-type: none"> <li>1. Quarterly review of Quicksheets with applicable staff completed.</li> <li>2. Percentage of infant pertussis cases &lt;4 months of age with documentation of mother's prenatal care provider information (name and city of prenatal care provider).</li> <li>3. Percentage of infant pertussis cases &lt;4 months of age for whom maternal Tdap status is known.</li> <li>4. Percentage of providers reached<sup>6</sup> who provided prenatal care to a woman whose infant developed pertussis. Reaching the provider is only required if the woman never got Tdap during this pregnancy or did not receive Tdap at 27-36 weeks gestation.<sup>7</sup></li> </ol>
<p><b>Goal 6.1 Activity c:</b> Obtain vaccine and assist with the organization and implementation of efforts to vaccinate susceptible individuals, if appropriate, in the context of a VPD outbreak and exposure.</p>	<ol style="list-style-type: none"> <li>1. Completed outbreak response request<sup>8</sup> with plan for doses and target population (as appropriate).</li> </ol>

<b>Goal 6.2: Collect and submit requested data to CDPH on VPD cases and outbreaks.</b>	
Required Activities	Performance Measures

<sup>6</sup> Sending a letter re: standard of care is the minimum acceptable communication, with copy to your LHD Maternal Child and Adolescent Health (MCAH) program. See [Template Letter for Prenatal Care Providers with Pregnant Patients that did not Receive Prenatal Tdap Appropriately and Infants Developed Pertussis](#)

<sup>7</sup> Please note: If a practice decides to modify or reduce the number of prenatal care visits due to the COVID-19 pandemic, ACOG encourages clinicians to include recommended maternal immunizations (influenza and Tdap) during remaining in-person appointments, even if that means immunizations will be administered outside of the typically recommended weeks of gestation. Please make note of any clinic modifications in the notes field in the maternal immunizations section in CalREDIE.

<sup>8</sup> The Immunization Branch provides a form for requesting vaccine from CDPH.

**Exhibit A**  
**CDPH Immunization Branch**  
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**Form 4**

<p><b>Goal 6.2 Activity a:</b> Report VPDs and other conditions reportable to CDPH Immunization Branch per CDPH instructions listed here: <a href="#">ReportingGuidanceForLHJs</a></p>	<ol style="list-style-type: none"> <li>1. Percentage of measles cases reported immediately to CDPH.</li> <li>2. Percent of meningococcal disease cases in high school and college students reported immediately to CDPH.</li> <li>3. Percentage of case reports submitted to CDPH via an electronic communicable disease reporting system (CalREDIE or other) in the recommended timeframe.</li> <li>4. Percentage of VPD cases with appropriate resolution status assigned, as per CSTE case definition.</li> <li>5. Percentage of VPD cases with complete data.</li> </ol>
<p><b>Goal 6.2 Activity b:</b> Collect and submit CDPH-requested VPD case and outbreak data.</p>	<ol style="list-style-type: none"> <li>1. Percentage of confirmed hepatitis A cases for whom hepatitis A risk factors are known.</li> <li>2. Percentage of meningococcal disease cases aged 14-24 years for whom high school or college attendance status is known.</li> </ol>

**Area 7. Childcare and School Immunization Entry Requirements**

<b>Goal 7.1: Decrease the proportion of pupils who are overdue for required immunizations or admitted conditionally.</b>	
<b>Required Activities</b>	<b>Performance Measures</b>
<p><b>Goal 7.1 Activity a:</b> Provide guidance, training, and support for compliance with entry immunization requirements by all childcare centers and schools within the jurisdiction.</p>	<ol style="list-style-type: none"> <li>1. Percentage of schools with kindergarteners in the jurisdiction that have completed the annual immunization assessment.</li> </ol>
<p><b>Goal 7.1 Activity b:</b> At least annually, visit schools with 10 or more kindergarteners that reported &gt; 10% were either conditionally admitted or overdue for required immunization; provide guidance and support follow-up until these students are up to date.</p>	<ol style="list-style-type: none"> <li>1. Percentage of schools that meet the definition of "targeted schools"<sup>9</sup>            Target 2022-2023 School Year: Less than 3% of schools have &gt;10% of kindergarteners either conditional or overdue.</li> </ol>

**Area 8. Influenza**

<sup>9</sup> "Targeted schools are schools with 10 or more kindergarteners that reported greater than 10% of students conditionally admitted and/or overdue for required immunization.



**Exhibit A**  
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<b>Goal 8.1: Strengthen capacity to protect against seasonal influenza and to prepare for a pandemic.</b>	
<b>Required Activities</b>	<b>Performance Measures</b>
<b>Goal 8.1 Activity a:</b> To assist your LHD emergency preparedness lead in fulfilling its emergency preparedness grant requirements, utilize IZB-supplied influenza vaccine or other 317-funded <sup>10</sup> vaccines to support at least one mass immunization exercise/year. Confirm your LHD emergency preparedness program has entered all doses into CAIR within 14 days of administration, as per the emergency preparedness grant requirement.	1. Mass vaccination exercise completed by local health department, including immunization and preparedness program staff.
<b>Goal 8.1 Activity b:</b> Utilize IZB-supplied influenza vaccine to immunize jurisdiction against influenza; doses may be shared with local partners.	1. Number of doses of influenza vaccine administered. Target # of doses must be at least 90% of previous season's total doses.

**Area 9. COVID-19 Vaccination**

<b>Goal 9.1: Organize an effective COVID-19 vaccination response at the local level.</b>	
<b>Required Activities</b>	<b>Performance Measures</b>
<b>Goal 9.1 Activity a:</b> Develop and implement a COVID-19 vaccination plan that ensures equitable vaccination access and encourages widespread vaccine acceptance and uptake.	1. Percentage of target number of individuals vaccinated, or target number of doses administered, for each focus population, as described in your Vaccination Equity Workplan. <i>(Note: LHDs will not be penalized for not reaching their targets but will be required to describe challenges faced in reaching targets and describe how they will address these challenges.)</i> 2. Completion of COVID-specific activity progress report. Template provided by IZB-CDPH. 3. Participation in periodic meetings with IZB-CDPH staff.
<b>Goal 9.1 Activity b:</b> Respond to requests from IZB-CDPH for information on local efforts and plans to address vaccine hesitancy, improve vaccine access, reach vulnerable	1. Response to requests for information from IZB-CDPH as needed.

<sup>10</sup> If the LHD would like to use Pan Flu Funding or other emergency preparedness funding for vaccine purchase, please reach out to the Immunization Branch with your request.

**Exhibit A**  
**CDPH Immunization Branch**  
**Scope of Work for Local Health Departments FY 2022-2023**

**Form 4**

populations, and vaccinate adolescents and children 5-11 years of age, during Phase 3 of the vaccine rollout.	
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**Glossary of Acronyms and Terms**

Abbreviation or term	Definition
317 vaccine	Vaccine provided to LHD clinics and partners for uninsured adults and for outbreak purposes.
ACIP	Advisory Committee on Immunization Practices
ACOG	American College of Obstetricians and Gynecologists
AFIX	Assessment, Feedback, Incentive, eXchange
AFM	Acute Flaccid Myelitis
ARNOLD	Advanced Results Notification and On-Line Delivery (within CalREDIE)
CAIR	California Immunization Registry
CalREDIE	California Reportable Disease Information Exchange
CDC	Centers for Disease Control and Prevention
CDPH	California Department of Public Health
COVID-19	Coronavirus Disease 2019
CPSP	Comprehensive Perinatal Services Program
CSTE	Council of State and Territorial Epidemiologists
DNA	Deoxyribonucleic Acid
eCR	Electronic Case Reporting
EHR	Electronic Health Record
ELR	Electronic Laboratory Reporting
EZIZ	An Immunization Branch-operated website (eziz.org) with immunization training and resource materials.

**Exhibit A**  
**CDPH Immunization Branch**  
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**Form 4**

FQHC	Federally Qualified Health Center
HBsAg	Hepatitis B Surface Antigen
HBV	Hepatitis B Vaccine
HL7	Health Level 7 (standards for data exchange)
HPV	Human papillomavirus
IgM	Immunoglobulin
IIS	Immunization Information System
IQIP	Immunization Quality Improvement for Providers
ISI	Immunization Skills Institute
IZ	Immunization
IZB	Immunization Branch (of CDPH)
IZB-supplied vaccine	Vaccine ordered through the CDPH Immunization Branch and supplied to LHD clinics or partners using state or federal (VFC and 317) funding sources.
LCR	Local CAIR representative (on CDPH IZB staff)
LHD	Local Health Department
LHD Primary Care Clinic	Clinic run or housed in LHD that serves as a medical home for its patients. Includes federally qualified health centers or look-alikes that are operated or housed in LHDs
LHJ	Local Health Jurisdiction
MA	Medical Assistant
MCAH	Maternal Child and Adolescent Health
MCP	Medi-Cal Managed Care Plan
MDL	Microbial Diseases Laboratory
MOU	Memorandum of Understanding
NIAM	National Immunization Awareness Month

**Exhibit A  
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Scope of Work for Local Health Departments FY 2022-2023**

NIVW	National Influenza Vaccine Week
OBGYN	Obstetrics and Gynecology
PBE	Personal Belief Exemption
PCR	Polymerase Chain Reaction
PEP	Post Exposure Prophylaxis
PHPP	Perinatal Hepatitis B Prevention Program
PVS	Post-Vaccination Serology
PVW	Preteen Vaccine Week
SGF	State General Fund
TB	Tuberculosis
Tdap	Tetanus, Diphtheria, and Pertussis
TK/K	Transitional Kindergarten/Kindergarten
VFC	Vaccines for Children Program
VPDs	Vaccine-Preventable Disease(s)
VRDL	Viral and Rickettsial Disease Laboratory (of CDPH)
WIC	Women, Infants, and Children

**Exhibit A**

**Form 5**

**CDPH Immunization Branch  
Local Assistance Grant Funds**

	Budget (*Year 1) 07/01/2022 to 06/30/2023	Budget (**Year 2) 07/01/2023 to 06/30/2024	Budget (**Year 3) 07/01/2024 to 06/30/2025	Budget (**Year 4) 07/01/2025 to 06/30/2026	Budget (**Year 5) 07/01/2026 to 06/30/2027
I. County of Mono	\$ 343,928.30	\$ 274,075.00	\$ 34,075.00	\$ 34,075.00	\$ 34,075.00
II. (Subgrantee, if any)	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 343,928.30	\$ 274,075.00	\$ 34,075.00	\$ 34,075.00	\$ 34,075.00

*\*\*CDPH Immunization Program will provide funding source information as it becomes available each fiscal year.*

<b>Total Funding for 5-Year Term:</b>	<b>\$ 720,228.30</b>
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**Submit**

### Exhibit A

## GOVERNMENT AGENCY TAXPAYER ID FORM

The principal purpose of the information provided is to establish the unique identification of the government entity.

**Instructions:** You may submit one form for the principal government agency and all subsidiaries sharing the same TIN. Subsidiaries with a different TIN must submit a separate form. Fields bordered in red are required. Please print the form to sign prior to submittal. You may email the form to: [GovSuppliers@cdph.ca.gov](mailto:GovSuppliers@cdph.ca.gov) or fax it to (916) 650-0100, or mail it to the address above.

Principal Government Agency Name: County of Mono

Remit-To Address (Street or PO Box): PO Box 476

City: Bridgeport State: CA Zip Code+4: 93517-047

Government Type:  City  County  Special District  Federal  Other (Specify)  Federal Employer Identification Number (FEIN): 95-6005661

List other subsidiary Departments, Divisions or Units under your principal agency's jurisdiction who share the same FEIN and receives payment from the State of California.

FI\$Cal ID# (if known)	<input type="text"/>	Dept/Division/Unit Name	Public Health - Bridgeport Office	Complete Address	PO Box 476 Bridgeport, CA 93517
FI\$Cal ID# (if known)	<input type="text"/>	Dept/Division/Unit Name	Public Health - Mammoth Office	Complete Address	PO Box 3329 Mammoth Lakes, CA 93546
FI\$Cal ID# (if known)	<input type="text"/>	Dept/Division/Unit Name	<input type="text"/>	Complete Address	<input type="text"/>
FI\$Cal ID# (if known)	<input type="text"/>	Dept/Division/Unit Name	<input type="text"/>	Complete Address	<input type="text"/>

Contact Person: Stephanie Butters Title: Fiscal and Administrative Officer  
Phone number: 760-932-5587 E-mail address: sbutters@mono.ca.gov  
Signature: Stephanie Butters Date: 02/17/2023

**Exhibit F**  
**Federal Terms and Conditions**

*(For Federally Funded Grant Agreements)*

This exhibit contains provisions that require strict adherence to various contracting laws and policies.

**Index of Special Terms and Conditions**

1. Federal Funds
2. Federal Equal Employment Opportunity Requirements
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## 1. Federal Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

## 2. Federal Equal Opportunity Requirements

(Applicable to all federally funded grants entered into by the California Department of Public Health (CDPH) formerly known as California Department of Health Services (CDHS).)

- a. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Grantee will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Grantee's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Grantee will, in all solicitations or advancements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment



without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

- c. The Grantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Grantee's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Grantee will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Grantee will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Grantee's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Grantee may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Grantee will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subgrantee or vendor. The Grantee will take such action with

respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Grantee becomes involved in, or is threatened with litigation by a subgrantee or vendor as a result of such direction by CDPH, the Grantee may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

### **3. Debarment and Suspension Certification**

- a. By signing this Grant, the Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this Grant, the Grantee certifies to the best of its knowledge and belief, that it and its principals:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
  - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
  - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
  - (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
  - (6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Grantee is unable to certify to any of the statements in this certification, the Grantee shall submit an explanation to the CDPH Program Contract Manager.
- d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

- e. If the Grantee knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

#### 4. Covenant Against Contingent Fees

The Grantee warrants that no person or selling agency has been employed or retained to solicit/secure this Grant upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Grantee for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Grant without liability or in its discretion to deduct from the Grant price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

#### 5. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded grants in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

##### a. Certification and Disclosure Requirements

- (1) Each person (or recipient) who requests or receives a grant, subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled “Certification Regarding Lobbying”) that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled “Standard Form-LLL ‘disclosure of Lobbying Activities’”) if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a grant or any extension or amendment of that grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
  - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
  - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
  - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in

Paragraph a(1) of this provision a grant or subgrant exceeding \$100,000 at any tier under a grant shall file a certification, and a disclosure form, if required, to the next tier above.

(5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

**6. Additional Restrictions**

Grantee shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

“SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.”

## 7. Human Subjects Use Requirements

(Applicable only to federally funded agreements in which performance, directly or through a subgrantee/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Grantee agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

## 8. Audit and Record Retention

(Applicable to agreements in excess of \$10,000.)

- a. The Grantee shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Grantee's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Grantee agrees that CDPH, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subgrantee related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).
- d. The Grantee shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
  - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
  - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

- f. The Grantee may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to electronic data storage device. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Grantee and/or Subgrantee must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records.

## **9. Federal Requirements**

Grantee agrees to comply with and shall require all subgrantee's, if any, to comply with all applicable Federal requirements including but not limited to the United States Code, the Code of Federal Regulations, the Funding Opportunity Announcement, the Notice of Award, the funding agreement, and any memoranda or letter regarding the applicable Federal requirements.

**Attachment 1**

**STATE OF CALIFORNIA  
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH**

**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subGrantees, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_

\_\_\_\_\_

| Mono | County Public Health Department

| Rhonda Duggan

Name of Grantee

Printed Name of Person Signing for Grantee

| 22-11029

Contract / Grant Number

Signature of Person Signing for Grantee

| |  
Date

| Mono | County Board Chair

Title

After execution by or on behalf of Grantee, please return to:

California Department of Public Health  
Immunization Branch  
850 Marina Bay Pkwy., Bldg. P  
Richmond, CA 94804

|

CDPH reserves the right to notify the Grantee in writing of an alternate submission address.



**Attachment 2**

**CERTIFICATION REGARDING LOBBYING**

Approved by OMB Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 13520348-0046  
(See reverse for public burden disclosure)

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only:</p> <p>Year <input type="text"/> quarter <input type="text"/></p> <p>date of last report <input type="text"/>.</p>	
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p>Tier <input type="text"/>, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p><input type="text"/></p>		
<p>6. Federal Department/Agency <input type="text"/></p>	<p>7. Federal Program Name/Description:</p> <p><input type="text"/></p>		
<p>8. Federal Action Number, if known:</p> <p><input type="text"/></p>	<p>9. Award Amount, if known:</p> <p><input type="text"/></p>		
<p>10.a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):</p> <p><input type="text"/></p>	<p>b. Individuals Performing Services (including address if different from 10a. (Last name, First name, MI):</p> <p><input type="text"/></p>		
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than \$100,000 for each such failure.</p>	<p>Signature: <input type="text"/></p>		
	<p>Print Name: <input type="text"/></p>		
	<p>Title: <input type="text"/></p> <p>Telephone No.: <input type="text"/> Date: <input type="text"/></p>		
<p><b>Federal Use Only</b></p>		<p>Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)</p>	

**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
- (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS**: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES**: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

**CERTIFICATION**

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Printed)		Federal ID Number
By (Authorized Signature)		
Printed Name and Title of Person Signing		
Executed in the County of		Executed in the State of
Date Executed		

# Contractor Certification Clauses

CCC 04/2017

## CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
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By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
---------------	---------------------------

## CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) 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 an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 6, 2023

**Departments: Finance**

**TIME REQUIRED**

**SUBJECT** Contract with Price, Paige, and Company for Audit Services

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Approve contract with Price, Paige, and Company pertaining to audit services for the fiscal years ending June 30, 2023, 2024, and 2025. The County engaged Price, Paige, and Company for audit services for fiscal years 2018 through 2022. This contract proposes to retain Price, Paige and Company for an additional three years of audits.

**RECOMMENDED ACTION:**

Approve, and authorize the Board Chair to sign, contract with Price, Paige, and Company for auditing services for the period April 1, 2023 to June 30, 2026, and a not-to-exceed amount of \$268,164.

**FISCAL IMPACT:**

The cost of audit services for the County is \$88,503 each for fiscal years 2022-2023 and 2023-2024 and \$91,158 for fiscal year 2024-25, for a combined three year total of \$268,164. The finance budget for the next fiscal year includes \$88,503 for County audit services.

**CONTACT NAME:** Janet Dutcher

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">Contract with Price, Paige &amp; Company 2023-2026</a>

**History**

Time

Who

Approval

5/26/2023 4:14 PM	County Counsel	Yes
5/30/2023 9:59 AM	Finance	Yes
5/31/2023 5:21 PM	County Administrative Office	Yes



# DEPARTMENT OF FINANCE

## COUNTY OF MONO

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Kim Bunn  
Assistant Finance Director  
Auditor-Controller

Janet Dutcher, CPA, CGFM, MPA  
Director of Finance

Gerald Frank  
Assistant Finance Director  
Treasurer-Tax Collector

To: Honorable Board of Supervisors

From: Janet Dutcher, Director of Finance

Date: June 6, 2023

RE: Contract for County-wide auditing services

California Government Code requires Mono County to engage an independent audit firm to audit the following:

- Mono County Annual Comprehensive Financial Report (ACFR)
- Schedule of Expenditures from Federal Awards (Single Audit)
- GANN Limit (Appropriation Limit Calculation)
- Treasury Oversight Committee

The role of the independent audit is to annually review County funds, balances, transactions, and compliance requirements following:

- *Generally Accepted Auditing Standards*, as established by the Auditing Standards Board of the American Institute of Certified Public Accounts (AICPA);
- *Government Auditing Standards*, as established by the Comptroller General of the United States;
- The provisions of the Single Audit Act of 1996 (with amendments); and
- Title 2 United States Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*.

Independent auditors also review, and sometimes audit, the County's system of internal controls from which they report their observations about any significant deficiencies and consider recommendations for correcting any identified weaknesses.

The County has engaged Price Paige & Company for the past five years. While the Government Finance Officers Association (GFOA) recommends state and local governmental entities periodically rotate audit firms, rotation depends on the availability of qualified audit firms and the County staff time involved in transitioning to new auditors. Switching auditors causes disruption and can result in poorer audit quality as the new audit firm acquires familiarity with an organization the size and complexity of Mono County. The GFOA also recognizes that multi-year agreements help to lower overall audit costs. Government entities must balance these considerations against the risk of an audit firm becoming too familiar with their audit client. As such, GFOA issued guidance to retain auditors for ten years before considering changing audit firms.

This item renews a contract with Price Paige & Company as Mono County's external audit firm for another three years, extending their tenure to eight years if approved. The proposed fees align with previous years' fees and include a component for inflation.

The proposed contract term is from April 1, 2023, through June 30, 2026, to cover auditing the County's finances for the fiscal years ending June 30, 2023, 2024, and 2025. The proposed fees are below.

**SCHEDULE OF FEES:**

	<b>FY 2023</b>	<b>FY 2024</b>	<b>FY 2025</b>
County Audit	\$61,401	\$61,401	\$63,243
Single Audit	15,744	15,744	16,216
Agreed-Upon Procedures GANN Limit	630	630	649
Agreed-Upon Procedures Treasury Oversight Committee	5,668	5,668	5,838
Out-of-Pocket Expenses (meals, lodging, travel)	5,060	5,060	5,212
<b>Total</b>	<b>\$88,503</b>	<b>\$88,503</b>	<b>\$91,158</b>

**AGREEMENT BETWEEN COUNTY OF MONO  
AND PRICE PAIGE & COMPANY  
FOR THE PROVISION OF PROFESSIONAL AUDIT SERVICES**

**INTRODUCTION**

WHEREAS, the County of Mono, a political subdivision of the State of California (hereinafter referred to as "County") may have the need for professional audit services of Price Paige & Company Accountancy Corporation, a California corporation (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 Finance, or an authorized representative thereof. Requests to Contractor for work or services to be performed under this Agreement will be based upon County's need for such services. County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of Contractor by County under this Agreement. By this Agreement, County incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

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

**2. TERM**

The term of this Agreement shall be from April 1, 2023, to June 30, 2026, 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 \$88,503 each for the audits of the fiscal year ending June 30, 2023 and 2024, and \$91,158 for the audit of the fiscal year ending June 30, 2025, 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.

F. Federal and State Taxes.

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

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

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

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

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

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

## 5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

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

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

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

## 7. COUNTY PROPERTY

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

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

## 8. INSURANCE

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

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

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property

damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

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

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

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

Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than \$2,000,000 per occurrence or claim, \$4,000,000 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.

C. Limitation. Nothing in this Section shall be construed or applied in a manner that compromises Contractor's independence or that violates applicable law or generally accepted auditing standards in the United States of America.

## **12. NONDISCRIMINATION**

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

## **13. TERMINATION**

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

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

## **14. ASSIGNMENT**

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

## **15. DEFAULT**

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

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

## **16. WAIVER OF DEFAULT**

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

## **17. CONFIDENTIALITY**

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

## **18. CONFLICTS**

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

## **19. POST-AGREEMENT COVENANT**

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

## **20. SEVERABILITY**

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

## **21. FUNDING LIMITATION**

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

## **22. AMENDMENT**

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

## **23. NOTICE**

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

County of Mono:  
County of Mono  
Attn: Director of Finance  
P.O. Box 556  
Bridgeport, CA 93517  
760-932-5494, [jdutcher@mono.ca.gov](mailto:jdutcher@mono.ca.gov)

Contractor:  
Price Paige & Co.  
Attn: Fausto Hinojosa, CPA, CFE  
570 N. Magnolia Avenue, Suite 100  
Clovis, CA 93611  
559-299-9540, [fausto@ppcpas.com](mailto:fausto@ppcpas.com)

## **24. COUNTERPARTS**

This Agreement may be executed in two (2) or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. For purposes of the agreement a photocopy, facsimile, .pdf, and electronically scanned signature, including but not limited to DocuSign or similar service, shall as deemed to be as valid and as enforceable as an original.

## **25. ENTIRE AGREEMENT**

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

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

**COUNTY OF MONO**

**PRICE PAIGE & COMPANY  
ACCOUNTANCY CORPORATION**

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

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

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

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

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

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

APPROVED AS TO FORM:

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

APPROVED BY RISK MANAGEMENT:

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

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF MONO  
AND PRICE PAIGE & COMPANY  
FOR THE PROVISION OF PROFESSIONAL AUDIT SERVICES**

**TERM:**

**FROM: APRIL 1, 2023      TO: JUNE 30, 2026**

**SCOPE OF WORK:**

The following services will be provided for the County of Mono for each respective year:

1. Contractor will audit the books and records of the County of Mono and issue a report on the fair presentation of the annual financial statements in conformity with accounting principles generally accepted in the United States of America.
2. Contractor will issue single audit reports on compliance with requirements that could have a direct and material effect on each major program and internal control over compliance in accordance with OMB Uniform Guidance 2 CFR Part 200. Contractor will also prepare the related Data Collection Forms for Reporting on Audits of States, Local Governments and Non-Profit Organizations (Form SF-SAC). Contractor will issue an “in-relation-to” report on the schedule of expenditures of federal awards based on the auditing procedures applied during the audit of the financial statements.
3. Contractor will perform the required Agreed-Upon Procedures pertaining to the County’s GANN Limit (Article XIII B annual review of appropriations limit calculations) and annually issue its report to the County regarding compliance.
4. Contractor will perform a compliance audit of the County’s Treasury Oversight Committee (in compliance with Government Code Article 6, Sections 27130-27137) and annually issue its report to the Oversight Committee regarding compliance
5. Contractor may provide management letters that would include findings observations, opinions, comments and/or recommendations with regard to systems of internal control, accounting systems compliance with laws, rules and regulations, or any other matters that may come to its attention during the course of the examination.
6. Contractor will prepare a written communication to the audit committee which will include the following information: (1) auditor’s responsibility under generally accepted auditing standards; (2) significant accounting policies; (3) management judgments and accounting estimates; (4) significant audit adjustments; (5) disagreements with management; (6) management consultation with other accountants; and (7) difficulties encountered in performing the audit.

These services will be provided in accordance with applicable law and auditing standards, and as further described in that certain Proposal for Professional Audit Services prepared for County by Contractor, dated May 29, 2018, which is incorporated herein by reference. Annually, the scope of work will be confirmed in an Engagement Letter signed by the County. In case of any conflict between the Engagement Letter and the May 29, 2018 Proposal, the Engagement Letter shall control.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF MONO  
AND PRICE PAIGE & CO.  
FOR THE PROVISION OF PROFESSIONAL AUDIT SERVICES**

**TERM:**

**FROM: APRIL 1, 2023      TO: JUNE 30, 2026**

**SCHEDULE OF FEES:**

	<b>FY 2023</b>	<b>FY 2024</b>	<b>FY 2025</b>
County Audit	\$61,401	\$61,401	\$63,243
Single Audit	15,744	15,744	16,216
Agreed-Upon Procedures GANN Limit	630	630	649
Agreed-Upon Procedures Treasury Oversight Committee	5,668	5,668	5,838
Out-of-Pocket Expenses (meals, lodging, travel)	5,060	5,060	5,212
<b>Total</b>	<b>\$88,503</b>	<b>\$88,503</b>	<b>\$91,158</b>





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 6, 2023

**Departments: Behavioral Health**

**TIME REQUIRED**

**SUBJECT** Contract with Crestwood Behavioral Health

**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 Crestwood Behavioral Health, Inc. for the provision of residential treatment services.

**RECOMMENDED ACTION:**

Approve, and authorize CAO to sign, contract with Crestwood Behavioral Health, Inc. for the provision of residential treatment services for the period July 1, 2023, through June 30, 2024, and a not-to-exceed amount of \$147,901.

**FISCAL IMPACT:**

The total amount of this contract is \$147,901 and is not to exceed \$147,901 per 12-month period. This contract is included in the fiscal year 23/24 budget and will be paid with a combination of Mono County Behavioral Health 1991 and 2011 Mental Health Realignment Fund, as well as Mental Health Services Act (MHSA) funding.

**CONTACT NAME:** Jessica Workman

**PHONE/EMAIL:** 760-924-1742 / jworkman@mono.ca.gov

**SEND COPIES TO:**

jworkman@mono.ca.gov

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">staff report</a>
<a href="#">Crestwood Contract</a>

History

Time

Who

Approval

5/30/2023 3:33 PM	County Counsel	Yes
5/25/2023 5:02 PM	Finance	Yes
5/31/2023 5:21 PM	County Administrative Office	Yes



**MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT**

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**COUNTY OF MONO**

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

**TO:** Mono County Board of Supervisors

**FROM:** Robin Roberts, Mono County Behavioral Health, Director

**DATE:** June 6, 2023

**SUBJECT:**

Contract with Crestwood Behavioral Health, Inc. for the Provision of Residential Treatment Services

**DISCUSSION:**

As a part of the requirements for Mono County Behavioral Health to provide reasonable treatment for those who are conserved under the LPS act, we contract with providers in other counties to provide services we do not have available in our area.

Services shall be provided for the purpose of stabilizing symptoms of the severely mentally ill and promoting daily living and social skills for individuals to be able to return to a less restrictive setting in the community.

**SUBMITTED BY:**

Jessica Workman, Mono County Behavioral Health Staff Services Manager, Contact:  
760.924.1742

**AGREEMENT BETWEEN COUNTY OF MONO  
AND CRESTWOOD BEHAVIORAL HEALTH, INC.  
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

**INTRODUCTION**

WHEREAS, the County of Mono, a political subdivision of the State of California (hereinafter referred to as “County”) may have the need for the residential treatment services of Crestwood Behavioral Health, Inc., a Delaware corporation, located in Sacramento, California (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 Behavioral Health, or an authorized representative thereof. Requests to Contractor for work or services to be performed under this Agreement will be based upon County's need for such services. County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of Contractor by County under this Agreement. By this Agreement, County incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

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

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

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

**2. TERM**

The term of this Agreement shall be from July 1, 2023, to June 30, 2024, unless sooner terminated as provided below.

### 3. CONSIDERATION

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by County to Contractor for services and work performed under this Agreement shall not exceed \$147,901 in any twelve-month period, plus the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors (hereinafter referred to as "Contract Limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

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

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

F. Federal and State Taxes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 8. INSURANCE

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

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

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

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

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

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

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

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

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

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

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



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

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

## 9. STATUS OF CONTRACTOR

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

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

## **10. DEFENSE AND INDEMNIFICATION**

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

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

## **11. RECORDS AND AUDIT**

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

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

## **12. NONDISCRIMINATION**

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

## **13. TERMINATION**

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

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

#### **14. ASSIGNMENT**

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

#### **15. DEFAULT**

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

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

#### **16. WAIVER OF DEFAULT**

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

#### **17. CONFIDENTIALITY**

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

#### **18. CONFLICTS**

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

#### **19. POST-AGREEMENT COVENANT**

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

litigation with County, and concerning such, Contractor by virtue of this Agreement has gained access to County's confidential, privileged, protected, or proprietary information.

## **20. SEVERABILITY**

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

## **21. FUNDING LIMITATION**

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

## **22. AMENDMENT**

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

## **23. NOTICE**

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

County of Mono:  
Robin K. Roberts, Director  
Mono County Behavioral Health  
P.O. Box 2619  
Mammoth Lakes, CA 93546  
[rroberts@mono.ca.gov](mailto:rroberts@mono.ca.gov)

Contractor:  
Crestwood Behavioral Health, Inc.  
Attn: Elena Mashkevich, Executive Director of County Contracts  
520 Capitol Mall, Ste 800  
Sacramento, CA 95814-4716  
[elena.mashkevich@cbhi.net](mailto:elena.mashkevich@cbhi.net)

## **24. COUNTERPARTS**

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

instrument. For purposes of the agreement a photocopy, facsimile, .pdf, and electronically scanned signature, including but not limited Docusign or similar service, shall as deemed to be as valid and as enforceable as an original.

**25. ENTIRE AGREEMENT**

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

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

**COUNTY OF MONO**

**CONTRACTOR**

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

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

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

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

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

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

APPROVED AS TO FORM:

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

APPROVED BY RISK MANAGEMENT:

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

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF MONO  
AND CRESTWOOD BEHAVIORAL HEALTH, INC.  
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

**TERM:**

**FROM: July 1, 2023 TO: June 30, 2024**

**SCOPE OF WORK:**

Contractor shall provide residential mental health rehabilitation treatment services to clients of Mono County Behavioral Health who are over the age of eighteen (18) years and who are eligible for specialized mental health services, in a manner prescribed by the laws of the State of California and in accordance with this Agreement.

Services shall be provided for the purpose of stabilizing symptoms of the severely mentally ill and promoting daily living and social skills in order for individuals to be able to return to a less restrictive setting in the community. Contractor shall provide mental health evaluation and treatment for mentally disordered persons admitted to the Contractor's facilities pursuant to this Agreement. The Contractor's professional staff and County case management staff shall determine and mutually agree to the length of stay for each patient.

County case management staff shall coordinate with Contractor's staff on a monthly basis for treatment planning, discharge and aftercare.

If services required by County patients exceed Contractor's capabilities, Contractor may utilize other facilities as mutually agreed upon by the County's Director of Health and Human Services, or designee and Contractor.

**A. SERVICES TO BE PROVIDED:**

Contractor warrants that it is a MENTAL HEALTH REHABILITATION CENTER (MHRC) and, accordingly, operates under Title 9, California Code of Regulations, Division 1, and the State Department of Mental Health' Policies and Directives.

Participation in MHRCs is limited to facilities that meet the licensing and certification requirements of the California Department of Health Service Licensing and Certification Division and the California Department of Mental Health. Specific "Basic Services" are outlined in Title 22, California Code of Regulations, which describes and defines programs that serve consumers who have a chronic psychiatric impairment and whose adaptive functioning is moderate impaired. Programs focus on the rehabilitation of adults with a history of mental illness who exhibit behaviors that are no adaptable to community placement.

The facility shall have the capability of providing all of the following special rehabilitation program services. Individual programs shall be provided based on the specific needs identified through patient assessments.

CONTRACTOR shall provide the following services which shall include but not be limited to:

1. Self-Help Skills Training
  - a) Personal care and use of medications
  - b) Money management
  - c) Symptom management
  - d) Drug and Alcohol education
  - e) Use of public transportation
  - f) Use of community resources
  - g) Behavior control and impulse control
  - h) Frustration tolerance
  - i) Mental health education
  - j) Physical fitness
  
2. Behavioral Intervention Training
  - a) Behavior modification modalities
  - b) Re-motivation therapy
  - c) Patient government activities
  - d) Group counseling
  - e) Individual counseling
  
3. Interpersonal Relationships
  - a) Social counseling
  - b) Educational and recreational therapy
  - c) Social activities such as outings, dances, etc.
  
4. Prevocational Preparation Services
  - a) Homemaking
  - b) Work activity
  - c) Vocational counseling
  
5. Discharge Planning
  - a) Pre-release planning
  - b) Out-of-home placement
  - c) Written Aftercare Plan

**B. ANCILLARY SERVICES:**

CONTRACTOR agrees to provide ancillary services which must be billed to the State and not the COUNTY for Medi-Cal clients. CONTRACTOR agrees to provide ancillary services for indigent or Medi-Cal not eligible clients which must be billed to the County.

These shall include, but not limited to:

1. Psychotropic medications prescribed only if on the Medi-Cal formulary and at the formulary reimbursement rate.
2. Relevant laboratory testing linked to medication efficacy and toxicity levels of psychotropic medications and dmg screens as needed at the Medi-Cal rate.
3. The CONTRACTOR shall provide discharged clients with all medications and necessary equipment (e.g. Insulin Syringes) for two weeks upon discharge. If client leaves against medical advice (AMA), the CONTRACTOR shall provide enough medication until client's first outpatient medication appointment.
4. Additional services that have been pre-approved by County Mental Health Services Administrator or

the designee.

**C. PROFESSIONAL SERVICES:**

CONTRACTOR is to provide the following services to the client upon admission to facility:

1. Psychiatrist services, such as medication management, evaluation and assessment as mandated by State Licensing. Additional psychiatrist services beyond what is required by the State (and based on current symptoms and behaviors meeting medical necessity), and Title IX Medi-Cal Criteria.
2. Psychological services rendered by a licensed Psychologist for assessment and evaluation, as mandated by State Licensing. Additional psychological services beyond what is required by the State (and based on current symptoms and behaviors meeting medical necessity). All costs associated to the provision of any and all professional services shall be the sole responsibility of the CONTRACTOR.

**D. STAFFING:**

CONTRACTOR certifies that all personnel are trained, qualified, and hold appropriate licensure and certifications. The number and classification of personnel shall reflect the understandings reached during the negotiations of this Agreement and reasonable workload standards.

**E. PROGRAM OBJECTIVES:**

The objectives of the program shall be in accordance with the CONTRACTOR 'S approved Treatment Plan, and shall include: reduction of patient mental health symptoms and impairments, maintenance of physical well-being, control and reduction of temporary acute behavior problems, and increased functioning to the extent that a transfer to a less restrictive setting can be effected.



**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF MONO  
AND CRESTWOOD BEHAVIORAL HEALTH, INC.  
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

**TERM:**

**FROM: July 1, 2023 TO: June 30, 2024**

**SCHEDULE OF FEES:**

Patch/Enhancement Rate for Sacramento is \$403.00 per day.

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

<u><b>SNF/STP - IMD Designation</b></u>	<u><b>Room and Board Rate/Per Diem*</b></u>	<u><b>County Supplemental Rate</b></u>
<b>Crestwood Wellness and Recovery Ctr</b> Redding IMD – 1122 NPI - 1194743088	<b>\$256.00</b>	\$29.00 \$54.00 \$70.00 \$135.00 Negotiated

<u><b>SNF/STP</b></u>	<u><b>Room and Board Rate/Per Diem*</b></u>	<u><b>County Supplemental Rate</b></u>
<b>Crestwood Manor</b> Stockton SNF/STP – 1104 NPI - 1730128174	Medi-Cal Published Rate For Indigent/Medi-Cal Ineligible clients	\$41.00 \$43.00 \$69.00 \$100.00 \$134.00 Negotiated

<b>Crestwood Manor</b> Modesto SNF/STP - 1112 NPI - 1508884487	Medi-Cal Published Rate For Indigent/Medi-Cal Ineligible clients	\$47.00 \$69.00 \$100.00 \$134.00 Negotiated
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<b>Crestwood Manor - Fremont</b> Alameda SNF/STP - 1134 NPI - 1902828403	Medi-Cal Published Rate For Indigent/Medi-Cal Ineligible clients	\$37.00 \$69.00 \$110.00 \$159.00 Negotiated
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<u><b>SNF</b></u>	<u><b>Room and Board Rate/Per Diem*</b></u>	<u><b>County Supplemental Rate</b></u>
<b>Crestwood Treatment Center</b> Fremont SNF - 1120 NPI - 1942228838	Medi-Cal Published Rate For Indigent/Medi-Cal Ineligible clients	\$159.00 Negotiated

\* The rates above include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22, CCR, section 51511C.

**Mental Health Rehabilitation Centers**

**Room and Board/Per Diem\***

<b>Crestwood Center</b>	Level 1	\$403.00
Sacramento MHRC - 1106	Level 2	\$366.00
NPI - 1356411656	Level 3	\$332.00
<b>Crestwood Behavioral Health Ctr</b>	Level 1	\$439.00
San Jose MHRC - 1107	Level 2	\$352.00
NPI - 1376623256	Level 3	\$343.00
<b>Crestwood Behavioral Health Ctr</b>	Level 1	\$346.00
Eureka MHRC - 1110		
NPI - 1124046008		
<b>Crestwood Behavioral Health Ctr</b>	Level (1:1)	\$745.00
Bakersfield MHRC - 1115	Level 1	\$403.00
NPI - 1275610800	Level 2	\$366.00
	Level 3	\$330.00
<b>Crestwood C.E.N.T.E.R.</b>	Level 1	\$393.00
Angwin MHRC - 1116	Level 2	\$313.00
NPI - 1316024953	Level 3	\$261.00
<b>Kingsburg Healing Center</b>	Level 1	\$511.00
Kingsburg MHRC - 1140	Level 2	\$452.00
NPI – 1073989661	Level 3	\$388.00
<b>Crestwood Recovery and Rehab</b>	Level 1	\$405.00
Vallejo MHRC - 1141	Level 2	\$344.00
NPI - 1508935834	Level 3	\$304.00
	Level 4	\$290.00
<b>Crestwood San Diego</b>	Level 1	\$504.00
San Diego MHRC - 1154	Level 2	\$432.00
NPI - 1295146934	Level 3	\$360.00

- \*The rates above include room and board, nursing care, program services, activity programs, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 9.
- Bedhold - same as last inhouse level/rate.

**Mental Health Rehabilitation Centers**

**Room and Board/Per Diem\***

<b>Crestwood Chula Vista</b>	Level 1	\$504.00
Chula Vista MHRC - 1164	Level 2	\$432.00
NPI - 1023495181	Level 3	\$360.00
<b>San Francisco Healing Center</b>	Level 1	\$537.00
San Francisco MHRC - 1166		
NPI - 1447758024		
<b>Fallbrook Healing Center</b>	Level 1	\$504.00
Fallbrook Healing - 1167	Level 2	\$432.00
NPI - 1639738297	Level 3	\$360.00
<b>Champion Healing Center</b>	Level 1	\$560.00
Lompoc Healing Center - 1170	Level 2	\$474.00
NPI - 31487282273	Level 3	\$393.00

- \*The rates above include room and board, nursing care, program services, activity programs, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 9.
  
- Bedhold - same as last inhouse level/rate.

<u><b>Psychiatric Health Facilities</b></u>	<u><b>Room and Board/Per Diem*</b></u>	<u><b>Room and Board/Per Diem for indigent client</b></u>
<b>Crestwood Psychiatric Health Facility</b> American River PHF - 1153 NPI - 1972827343	\$997.00	\$1,097.00
<b>Crestwood Psychiatric Health Facility</b> Sacramento PHF - 1156 NPI - 1669734075	\$997.00	\$1,097.00
<b>Crestwood Psychiatric Health Facility</b> San Jose PHF - 1157 NPI - 1598065047	\$1,164.00	\$1,264.00
<b>Crestwood Psychiatric Health Facility</b> Bakersfield PHF - 1158 NPI - 1194034645	\$1,044.00	\$1,144.00
<b>Crestwood Solano PHF Psych Health Facility</b> Solano PHF - 1159 NPI - 1780009142	\$1,074.00	\$1,174.00
<b>Crestwood Sonoma PHF Psych Health Facility</b> Sonoma PHF - 1175 NPI - 1043848831	\$1,092.00	\$1,192.00

\* The rates above include room and board, nursing care, activity program, program services, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

<u><b>Adult Residential Facilities/Social Rehabilitation Facilities*</b></u>	<u><b>County Supplemental Rate</b></u>
<b>Pathways</b> Eureka Pathways RTF - 1125 NPI - 1811374564	\$229.00
<b>Our House</b> Solano Our House ARF - 1136 NPI - 1750452199	\$173.00
<b>Bridge Program - Bakersfield</b> Bakersfield Bridge TRTP - 1137 NPI - 1265501597	\$241.00
<b>American River Residential Services</b> American River ARF - 1139 NPI - 1104905645	\$173.00
<b>Bridge Program - Pleasant Hill</b> Pleasant Hill Bridge ARF - 1143 NPI - 1669543005	\$162.00
<b>The Pathway</b> Pleasant Hill Pathway RTF - 1144 NPI - 1578634911	\$226.00
<b>Bridge Program Fresno</b> Fresno Bridge RTF - 1145 NPI - 1093892663	\$228.00
<b>Crestwood Hope Center</b> Vallejo RCFE - 1152 NPI - 1962702324	\$173.00
<b>Hummingbird Healing House</b> San Diego - 1168 NPI – 1992206734	\$189.00

\* Room and board rate is paid by the responsible party. The room and board rate includes program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

**Social Rehabilitation Facility****Room and Board/Per Diem\***

**Freise Hope House**  
Bakersfield - 1132  
NPI # 1124479845

\$483.00

- \* The rate above includes room and board, program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.
- Bedhold - same as last inhouse level/rate.

**AGREEMENT BETWEEN COUNTY OF MONO  
AND CRESTWOOD BEHAVIORAL HEALTH, INC.  
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

**HIPAA BUSINESS ASSOCIATE AGREEMENT**

This Attachment shall constitute the Business Associate Agreement (the “Agreement”) between Crestwood Behavioral Health, Inc., (the “Business Associate”) and the County of Mono (the “Covered Entity”), and applies to the functions Business Associate will perform on behalf of Covered Entity (collectively, “Services”), that are identified in the Master Agreement (as defined below).

1. **Purpose.** This Agreement is intended to ensure that the Business Associate will establish and implement appropriate privacy and security safeguards with respect to “Protected Health Information” (as defined below) that the Business Associate may create, receive, use, or disclose in connection with the Services to be provided by the Business Associate to the Covered Entity, and that such safeguards will be consistent with the standards set forth in regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”) as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (“HITECH Act”).

2. **Regulatory References.** All references to regulatory Sections, Parts and Subparts in this Agreement are to Title 45 of the Code of Federal Regulations as in effect or as amended, and for which compliance is required, unless otherwise specified.

3. **Definitions.** Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms defined in Sections 160.103, 164.304 and 164.501.

(a) Business Associate. “Business Associate” shall mean the party identified above as the “Business Associate”.

(b) Breach. “Breach” shall have the same meaning as the term “breach” in Section 164.402.

(c) Covered Entity. “Covered Entity” shall mean the County of Mono, a hybrid entity, and its designated covered components, which are subject to the Standards for Privacy and Security of Individually Identifiable Health Information set forth in Parts 160 and 164.

(d) Designated Record Set. “Designated Record Set” shall have the same meaning as the term “designated record set” in Section 164.501.

(e) Electronic Protected Health Information. “Electronic Protected Health Information” (“EPHI”) is a subset of Protected Health Information and means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.

(f) Individual. “Individual” shall have the same meaning as the term “Individual” in Section 160.103 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).

(g) Master Agreement. “Master Agreement” shall mean the contract or other agreement



to which this Attachment is attached and made a part of.

(h) Minimum Necessary. “Minimum Necessary” shall mean the minimum amount of Protected Health Information necessary for the intended purpose, as set forth at Section 164.514(d)(1): *Standard: Minimum Necessary Requirements*.

(i) Privacy Rule. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at Part 160 and Part 164, Subparts A and E.

(j) Protected Health Information. “Protected Health Information” shall have the same meaning as the term “protected health information” in Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(k) Required By Law. “Required by law” shall have the same meaning as the term “required by law” in Section 164.103.

(l) Secretary. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services (“DHHS”) or his/her designee.

(m) Security Incident. “Security Incident” shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a daily basis, such as scans, “pings”, or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate.

(n) Security Rule. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

(o) Unsecured Protected Health Information. “Unsecured Protected Health Information” shall have the same meaning as the term “unsecured protected health information” in Section 164.402, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

#### 4. **Compliance with the HIPAA Privacy and Security Rules.**

(a) Business Associate acknowledges that it is required by Sections 13401 and 13404 of the HITECH Act to comply with the HIPAA Security Rule, Sections 164.308 through 164.316, and the use and disclosure provisions of the HIPAA Privacy Rule, Sections 164.502 and 164.504.

(b) Business Associate agrees not to use or further disclose Protected Health Information other than as permitted or required by this Agreement, or as required by law.

#### 5. **Permitted Uses and Disclosures.**

(a) Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity for the purposes specified in Attachment A to this Exhibit, which if completed and attached hereto is incorporated by reference, or as otherwise specified in the Scope of Work (Attachment A) of the Master Agreement, subject to limiting use and disclosure to applicable minimum necessary rules, regulations and statutes and provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

(b) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(c) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business

Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(d) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by Section 164.504(e)(2)(i)(B).

(e) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities consistent with Section 164.502(j).

## **6. Appropriate Safeguards.**

(a) Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as provided for by this Agreement. Appropriate safeguards shall include implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Protected Health Information that is created, received, maintained or transmitted on behalf of the Covered Entity and limiting use and disclosure to applicable minimum necessary rules, regulations and statutes.

(b) To the extent practicable, Business Associate will secure all Protected Health Information by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals and in accordance with any applicable standards or guidance issued by the Department of Health and Human Services under Section 13402 of the HITECH Act.

## **7. Reporting Unauthorized Uses and Disclosures.**

(a) Business Associate agrees to notify Covered Entity of any breach, or security incident involving Unsecured Protected Health Information of which it becomes aware, including any access to, or use or disclosure of Protected Health Information not permitted by this Agreement. Such notification will be made within five (5) business days after discovery and will include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed, a description of the Protected Health Information involved, the nature of the unauthorized access, use or disclosure, the date of occurrence, and a description of any remedial action taken or proposed to be taken by Business Associate. Business Associate will also provide to Covered Entity any other available information that the Covered Entity is required to include in its notification to the Individual under Section 164.404(c) at the time of the initial report or promptly thereafter as the information becomes available.

(b) In the event of a request by law enforcement under Section 164.412, Business Associate may delay notifying Covered Entity for the applicable timeframe.

(c) A breach or unauthorized access, use, or disclosure shall be treated as discovered by the Business Associate on the first day on which such unauthorized access, use, or disclosure is known, or should reasonably have been known, to the Business Associate or to any person, other than the individual committing the unauthorized disclosure, that is an employee, officer, subcontractor, agent or other representative of the Business Associate.

(d) In meeting its obligations under this section, it is understood that Business Associate

is not acting as the Covered Entity's agent. In performance of the work, duties, and obligations and in the exercise of the rights granted under this Agreement, it is understood and agreed that Business Associate is at all times acting as an independent contractor in providing services pursuant to this Agreement and the Master Agreement.

**8. Mitigating the Effect of a Breach, Security Incident, or Unauthorized Access, Use or Disclosure of Unsecured Protected Health Information.**

(a) Business Associate agrees to mitigate, to the greatest extent possible, any harm that results from the breach, security incident, or unauthorized access, use or disclosure of Unsecured Protected Health Information by Business Associate or its employees, officers, subcontractors, agents, or other representatives.

(b) Following a breach, security incident, or any unauthorized access, use or disclosure of Unsecured Protected Health Information, Business Associate agrees to take any and all corrective action necessary to prevent recurrence, to document any such action, and to make said documentation available to Covered Entity.

(c) Except as required by law, Business Associate agrees that it will not inform any third party of a breach or unauthorized access, use or disclosure of Unsecured Protected Health Information without obtaining the Covered Entity's prior written consent. Covered Entity hereby reserves the sole right to determine whether and how such notice is to be provided to any Individuals, regulatory agencies, or others as may be required by law, regulation or contract terms, as well as the contents of such notice.

**9. Indemnification.**

(a) Business Associate agrees to hold harmless, defend at its own expense, and indemnify Covered Entity for the costs of any mitigation undertaken by Business Associate pursuant to Section 8, above.

(b) Business Associate agrees to assume responsibility for any and all costs associated with the Covered Entity's notification of Individuals affected by a breach or unauthorized access, use or disclosure by Business Associate or its employees, officers, subcontractors, agents or other representatives when such notification is required by any state or federal law or regulation, or under any applicable contract to which Covered Entity is a party.

(c) Business Associate agrees to hold harmless, defend at its own expense and indemnify Covered Entity and its respective employees, directors, officers, subcontractors, agents or other members of its workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this Agreement or from any acts or omissions related to this Agreement by Business Associate or its employees, directors, officers, subcontractors, agents or other members of its workforce. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results from the Business Associate's acts or omissions hereunder. Business Associate's obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement.

**10. Individuals' Rights.**

(a) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by the Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual, or a person or entity designated by the Individual in order to meet the requirements under Section 164.524 and HITECH Act Section 13405(e)(1).

(b) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to make pursuant to Section 164.526, at the request of Covered Entity or an Individual, and in the time and manner designated by the Covered Entity.

(c) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

(d) Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, information collected in accordance with Section 10(c) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

(e) Business Associate agrees to comply with any restriction to the use or disclosure of Protected Health Information that Covered Entity agrees to in accordance with Section 164.522.

#### **11. Obligations of Covered Entity.**

(a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520, as well as any changes to such notice.

(b) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

#### **12. Agents and Subcontractors of Business Associate.**

(a) Business Associate agrees to ensure that any agent, subcontractor, or other representative to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees in writing to the same restrictions, conditions and requirements that apply through this Agreement to Business Associate with respect to such information, including the requirement to promptly notify the Business Associate of any instances of unauthorized access to or use or disclosure of Protected Health Information of which it becomes aware. Upon request, Business Associate shall provide copies of such agreements to Covered Entity.

(b) Business Associate shall implement and maintain sanctions against any agent, subcontractor or other representative that violates such restrictions, conditions or requirements and shall mitigate the effects of any such violation.

#### **13. Audit, Inspection, and Enforcement.**

(a) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to any state or federal agency, including the Secretary, for the purposes of determining compliance with HIPAA and any related regulations or official guidance.

(b) With reasonable notice, Covered Entity and its authorized agents or contractors may audit and/or examine Business Associate's facilities, systems, policies, procedures, and documentation relating to the security and privacy of Protected Health Information to determine compliance with the terms of this Agreement. Business Associate shall promptly correct any violation of this Agreement found by Covered Entity and shall certify in writing that the correction has been made. Covered Entity's failure to detect any unsatisfactory practice does not constitute acceptance of the practice or a waiver of Covered Entity's enforcement rights under this Agreement.

**14. Permissible Requests by Covered Entity.** Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

**15. Term and Termination.**

(a) The terms of this Agreement shall remain in effect for the duration of all services provided by Business Associate under the Master Agreement and for so long as Business Associate remains in possession of any Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity unless Covered Entity has agreed in accordance with this section that it is not feasible to return or destroy all Protected Health Information.

(b) Upon termination of the Master Agreement, Business Associate shall recover any Protected Health Information relating to the Master Agreement and this Agreement in its possession and in the possession of its subcontractors, agents or representatives. Business Associate shall return to Covered Entity, or destroy with the consent of Covered Entity, all such Protected Health Information, in any form, in its possession and shall retain no copies. If Business Associate believes it is not feasible to return or destroy the Protected Health Information, Business Associate shall so notify Covered Entity in writing. The notification shall include: (1) a statement that the Business Associate has determined that it is not feasible to return or destroy the Protected Health Information in its possession, and (2) the specific reasons for such determination. If Covered Entity agrees in its sole discretion that Business Associate cannot feasibly return or destroy the Protected Health Information, Business Associate shall ensure that any and all protections, requirements and restrictions contained in the Master Agreement and this Agreement shall be extended to any Protected Health Information for so long as Business Associate maintains such Protected Health Information, and that any further uses and/or disclosures will be limited to the purposes that make the return or destruction of the Protected Health Information infeasible.

(c) Covered entity may immediately terminate the Master Agreement if it determines that Business Associate has violated a material term of this Agreement.

**16. Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity and Business Associate to

comply with the requirements of the HIPAA Privacy and Security Rules and the HITECH Act.

17. **Entire Agreement.** This Attachment constitutes the entire HIPAA Business Associate Agreement between the parties, and supersedes any and all prior HIPAA Business Associate Agreements between them.

18. **Notices.**

(a) All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

(b) Any mailed notice, demand, request, consent, approval or communication that Covered Entity desires to give to Business Associate shall be addressed to Business Associate at the mailing address set forth in the Master Agreement.

(c) Any mailed notice, demand, request, consent, approval or communication that Business Associate desires to give to Covered Entity shall be addressed to Covered Entity at the following address:

Mono County Privacy Officer  
Office of County Counsel  
P.O. Box 2415  
Mammoth Lakes, CA 93546

(d) For purposes of subparagraphs (b) and (c) above, either party may change its address by notifying the other party of the change of address.

19. **Lost Revenues; Penalties/Fines.**

(a) Lost Revenues. Business Associate shall make Covered Entity whole for any revenues lost arising from an act or omission in billing practices by Business Associate.

(b) Penalties/Fines for Failure to Comply with HIPAA. Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business Associate's failure to comply with the obligations imposed by HIPAA.

(c) Penalties/Fines (other). Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business Associate's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

## **HIPAA BUSINESS ASSOCIATE PROVISIONS**

### **Attachment A to Attachment 8**

As provided in Paragraph 5 of of this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity for the purposes specified below, or as otherwise specified in the Master Agreement authorizing functions, activities, or services for, or on behalf of, Covered Entity, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

Authorized Purposes (in any in addition to the purposes set forth in the Scope of Work):

For any function or purpose reasonably necessary to carry out the intent of this agreement.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 6, 2023

**Departments: Public Works**

**TIME REQUIRED**

**SUBJECT** Bridgeport Courthouse Paint and  
Bird Deterrent Installation Contract

**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 Sourcewell Cooperative and Northstar Construction pertaining to Bridgeport Courthouse prep, paint, and bird deterrent installation.

**RECOMMENDED ACTION:**

Approve, and authorize CAO to sign, contract with Sourcewell / Northstar for painting and construction services.

**FISCAL IMPACT:**

The total cost of this contract is \$373,000 and the County's anticipated proposed preliminary budget effective July 1, 2023, will include these appropriations funded with \$363,000 of accumulated Courthouse Construction fines and forfeitures and \$10,000 of Local Assistance revenues.

**CONTACT NAME:** Jason Davenport

**PHONE/EMAIL:** 760.932.5443 / jdavenport@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">Attachment A - Contract</a>
<input type="checkbox"/> <a href="#">Attachment B: Bid / Fee Schedule</a>
<input type="checkbox"/> <a href="#">Exhibit 1</a>
<input type="checkbox"/> <a href="#">Exhibit 2</a>
<input type="checkbox"/> <a href="#">Exhibit 3</a>
<input type="checkbox"/> <a href="#">Exhibit 4</a>



[Attachment C Proposal / Scope](#)

[Insurance Cert](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
6/1/2023 8:39 AM	County Counsel	Yes
5/25/2023 4:35 PM	Finance	Yes
6/1/2023 9:20 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 • Fax 760.932.5441 • [monopw@mono.ca.gov](mailto:monopw@mono.ca.gov) • [www.monocounty.ca.gov](http://www.monocounty.ca.gov)

Date: June 6, 2023  
To: Honorable Chair and Members of the Board of Supervisors  
From: Paul Roten, Public Works Director  
Re: Agreement Between County of Mono and North Star Construction and Engineering, Inc for the Provision of Courthouse Exterior Paint and Bird Nesting Deterrent Installation Services

**Background:**

This work is for the Mono County Courthouse located in Bridgeport. This courthouse is a historic building originally built in the year 1880. It was last painted in 2005. This Courthouse continues to be fully functional to this day and is the second oldest continuously used county courthouse in the state of California, supporting Counsel offices, Board Chambers and Courtrooms.

**Discussion:**

This contract includes approximately:  
\$195,000 for Courthouse painting,  
\$10,000 for Bird netting,  
\$29,000 for Mechanical Bldg Painting,  
\$28,000 for Storage Room Painting,  
\$40,000 for power washing,  
\$55,000 for equipment such as lifts,  
and \$16,000 for scaffolding,

This work is being performed to protect this historic building.

Please contact me at 760-709-0427 if you have any questions regarding this item.

Respectfully submitted,

Paul Roten  
Public Works Director

---

Attached: Agreement

**AGREEMENT BETWEEN COUNTY OF MONO  
AND NORTH STAR CONSTRUCTION AND ENGINEERING, INC  
FOR THE PROVISION OF COURTHOUSE EXTERIOR PAINT AND BIRD NESTING  
DETERRENT INSTALLATION SERVICES**

**INTRODUCTION**

WHEREAS, the County of Mono (hereinafter referred to as “County”) may have the need for the services of North Star Construction and Engineering, Inc of Yuba City, California (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 Mono County Public Works, or an authorized representative thereof. Requests to Contractor for work or services to be performed under this Agreement will be based upon County's need for such services. County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of Contractor by County under this Agreement. By this Agreement, County incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

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

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

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

**2. TERM**

The term of this Agreement shall be from June 6th, 2023, to November 30th, 2023, unless sooner terminated as provided below.

### 3. CONSIDERATION

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by County to Contractor for services and work performed under this Agreement shall not exceed \$372,808.58 in any twelve-month period, plus the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors (hereinafter referred to as "Contract Limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

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

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

F. Federal and State Taxes.

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

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

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

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

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

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

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

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

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

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

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

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

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, computer programs,

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

## 8. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

## 9. STATUS OF CONTRACTOR

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

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.



C. Contractor, its agents, officers and employees are, and at all times during the term of this Agreement shall represent and conduct themselves as, independent contractors, and not employees of County.

## **9. DEFENSE AND INDEMNIFICATION**

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

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

## **10. RECORDS AND AUDIT**

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

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

## **11. NONDISCRIMINATION**

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

## **12. TERMINATION**

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

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

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

### **13. ASSIGNMENT**

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

### **14. DEFAULT**

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

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

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

### **16. CONFIDENTIALITY**

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

### **17. CONFLICTS**

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

### **18. POST-AGREEMENT COVENANT**

Contractor agrees not to use any confidential, protected, or privileged information that is gained from County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two (2) years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the

term of this Agreement, has had an adverse or conflicting interest with County, or who has been an adverse party in litigation with County, and concerning such, Contractor by virtue of this Agreement has gained access to County's confidential, privileged, protected, or proprietary information.

## **19. SEVERABILITY**

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

## **20. FUNDING LIMITATION**

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

## **21. AMENDMENT**

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

## **22. NOTICE**

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

County of Mono:  
Facilities Superintendent  
PO Box 457  
Bridgeport, CA 93517  
760.932.5443 / jdavenport@mono.ca.gov

Contractor:  
North Star Construction and Engineering, Inc  
1282 Stabler Lane #630-109  
Yuba City, CA 95993  
530.682.6151

**23. COUNTERPARTS**

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

**24. ENTIRE AGREEMENT**

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

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

**COUNTY OF MONO**

**CONTRACTOR**

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

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

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

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

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

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

APPROVED AS TO FORM:

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

APPROVED BY RISK MANAGEMENT:

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

## ATTACHMENT A

### AGREEMENT BETWEEN COUNTY OF MONO AND NORTH STAR CONSTRUCTION AND ENGINEERING, INC FOR THE PROVISION OF COURTHOUSE EXTERIOR PAINT AND BIRD NESTING DETERRENT INSTALLATION SERVICES

#### TERM:

**FROM: June 6th, 2023**

**TO: November 30th, 2023**

#### SCOPE OF WORK:

North Star shall furnish all labor, materials and equipment as required to paint Mono County Courthouse and install bird deterrent netting. Scope specifics include:

- High lift(s) shall be utilized for majority of building.
- Install scaffolding as required to access inaccessible areas (back of building area, chimneys, back of cupola), install burlap and plywood roof protection as required.
- Remove and replace bird netting.
- Remove and dispose Christmas lights.
- Pressure-wash all surfaces of exterior of building including siding / trim / windows / eaves / fascia.
- Scrape all siding and trim as required. Minor sand as needed. Remove failing caulk.
- Caulk all areas as required.
- Install backer rod at all deep cracks and joints.
- Cover and protect all windows / doors / concrete / foundation / asphalt / landscape etc. Use plastic masking film and tape / masking paper and tape / plastic / canvas drop cloths. Cover and protect all metal awning / stairs to upper floor. All concrete below stairs. Cover and protect all metal grate steps (treads). All metal handrails at stairs / metal awning oversteps at N/ side, West facing stairs at new addition. Utilize equipment mats at landscape area to minimize impact.
- Apply primer by airless sprayer and back rolled with a roller & brush.
- Apply Dunn Edwards exterior sheen paint at all siding by airless sprayer. Apply by airless sprayer, and back brush and roller into wood. Paint to be same color as existing.
- TRIM: All trim paint will be applied at all designated areas by brush and roller. Apply two coats at all surfaces receiving trim color.
- Painting shall be single color except red window frames as existing and black at sign lettering as existing.
- Per site visit, County shall keep shallows from establishing nest.
- Equipment mats are coming from our yard in Yuba City, CA
- Equipment rentals are coming from Mammoth, CA.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF MONO  
AND NORTH STAR CONSTRUCTION AND ENGINEERING, INC  
FOR THE PROVISION OF COURTHOUSE EXTERIOR PAINT AND BIRD NESTING  
DETERRENT INSTALLATION SERVICES**

**TERM:**

**FROM: June 6th,2023 TO: November 30th, 2023**

**SCHEDULE OF FEES:**

Click here to enter text.

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

## Contractor's Price Proposal - Summary

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**Date:** March 13, 2023

**Re:** IQC Master Contract #: CA-R3-GS02-123021-NSC  
Work Order #: 113426.00  
Owner PO #:  
Title: Mono County - Courthouse Exterior Painting  
Contractor: North Star Construction and Engineering, Inc  
Proposal Value: \$372,808.58

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<b>Courthouse</b>	<b>\$315,362.02</b>
<b>Mech Room</b>	<b>\$29,301.85</b>
<b>Storage Room</b>	<b>\$28,144.71</b>
<b>Proposal Total</b>	<b>\$372,808.58</b>

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This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

# Contractor's Price Proposal - Detail

Date: March 13, 2023

Re: IQC Master Contract #: CA-R3-GS02-123021-NSC  
 Work Order #: 113426.00  
 Owner PO #:  
 Title: Mono County - Courthouse Exterior Painting  
 Contractor: North Star Construction and Engineering, Inc  
 Proposal Value: \$372,808.58

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
<b>Courthouse</b>					
1	01 22 16 00 0002		EA	Reimbursable Fees Reimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	\$6,930.00
				Installation	
				Quantity	
				6,300.00 x	
				Unit Price	
				1.00 x	
				Factor	
				1.1000 =	
				Total	6,930.00
				Bond 2%	
2	01 22 20 00 0023		HR	Laborer For tasks not included in the Construction Task Catalog® and as directed by owner only.	\$3,523.16
				Installation	
				Quantity	
				32.00 x	
				Unit Price	
				75.41 x	
				Factor	
				1.4600 =	
				Total	3,523.16
				Move Equipment (Lawn/Irrigation Protective) Mats 4 times x 2 guys x 4hours= 32hr	
3	01 22 20 00 0023		HR	Laborer For tasks not included in the Construction Task Catalog® and as directed by owner only.	\$1,761.58
				Installation	
				Quantity	
				16.00 x	
				Unit Price	
				75.41 x	
				Factor	
				1.4600 =	
				Total	1,761.58
				Remove Christmas Lights; 2 guys x 8 hours=16hr	
4	01 22 20 00 0028		HR	Painter, Ordinary For tasks not included in the Construction Task Catalog® and as directed by owner only.	\$871.56
				Installation	
				Quantity	
				8.00 x	
				Unit Price	
				74.62 x	
				Factor	
				1.4600 =	
				Total	871.56
				Re-Letter Detailed Black Wood Lettering on Sign	
5	01 22 23 00 0036		MO	125' Engine Powered, Articulating (Up/Over) Boom Man Lift With Platform	\$26,271.59
				Installation	
				Quantity	
				1.50 x	
				Unit Price	
				11,996.16 x	
				Factor	
				1.4600 =	
				Total	26,271.59
				Painting Support Lift	
6	01 22 23 00 0069		MO	40' Electric, Scissor Platform Lift	\$5,914.91
				Installation	
				Quantity	
				1.50 x	
				Unit Price	
				2,700.87 x	
				Factor	
				1.4600 =	
				Total	5,914.91
				Painting Support	
7	01 22 23 00 0620		MO	14' Width x 8' Length, 3-1/2" Thick, Laminated Heavy Equipment Mat (Emtek™)	\$1,595.72
				Installation	
				Quantity	
				12.00 x	
				Unit Price	
				91.08 x	
				Factor	
				1.4600 =	
				Total	1,595.72
				8 mats x 1.5 months= 12 Months	
8	01 22 23 00 0883		MO	3,500 PSI Pressure Washer With Full-Time Operator	\$40,694.20
				Installation	
				Quantity	
				2.00 x	
				Unit Price	
				13,936.37 x	
				Factor	
				1.4600 =	
				Total	40,694.20
				Power Wash Prior to Painting.	





**Contractor's Price Proposal - Detail Continues..**

**Work Order Number:** 113426.00  
**Work Order Title:** Mono County - Courthouse Exterior Painting

**Courthouse**

20	01 71 13 00 0004	EA	First 25 Miles, Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom man lifts with >40' boom lengths, etc.						\$2,749.44	
			Installation	Quantity	x	Unit Price	x	Factor	=	Total
				2.00		941.59		1.4600		2,749.44
			2 Lifts from Mammoth							
21	01 71 13 00 0005	MI	>25 Miles, Equipment Delivery And Pickup Using A Tractor Trailer With Up To 53' BedExcludes first 25 miles.							\$13,784.74
			Installation	Quantity	x	Unit Price	x	Factor	=	Total
				840.00		11.24		1.4600		13,784.74
			210 miles 1-way x there/back to delivery + there/back to pick up= 840 miles from Yuba City, CA							
22	01 71 13 00 0005	MI	>25 Miles, Equipment Delivery And Pickup Using A Tractor Trailer With Up To 53' BedExcludes first 25 miles.							\$656.42
			Installation	Quantity	x	Unit Price	x	Factor	=	Total
				40.00		11.24		1.4600		656.42
			From Mammoth CA = 55 Miles - 25 = 20 x 2 = 40							
23	01 74 19 00 0016	EA	40 CY Dumpster (5 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.							\$1,146.07
			Installation	Quantity	x	Unit Price	x	Factor	=	Total
				1.00		784.98		1.4600		1,146.07
			Dumpster for Construction Debris							
24	02 90 55 00 0386	ROL	Blue Masking (Painters) Tape, 1-1/2" x 198' For Emergency Clean-up							\$1,530.37
			Installation	Quantity	x	Unit Price	x	Factor	=	Total
				60.00		17.47		1.4600		1,530.37
			Protect Doors & Windows							
25	07 91 23 00 0004	LF	1/2" Polyethylene Or Polyurethane Backer Rod							\$2,716.55
			Installation	Quantity	x	Unit Price	x	Factor	=	Total
				995.00		1.87		1.4600		2,716.55
			Backer Rod at Deep Joints 10% Length = 995 LF							
26	07 92 13 00 0003	CLF	1/4" x 3/8" Joint, Silicone Sealant And Caulking							\$64,546.71
			Installation	Quantity	x	Unit Price	x	Factor	=	Total
				99.57		346.75		1.4600		50,407.81
			Demolition	Quantity	x	Unit Price	x	Factor	=	Total
				99.57		97.26		1.4600		14,138.90
			Sealant at All Joints and edges of Trims = Window Trims 1290 LF x2 = 2580 + Window Sills 175 LF x2 = 350 + Quoins Lg 274 @ 5' If ea =1370 + Quoins sm 270 @ 4' If ea = 1080 + 182 Dentil Cornices @ 5' Av If ea = 910 + Eaves 365 LF x2 = 730 + Raised Pnl 455 LF + Rake & Flat Trim 1241 x2 = 2482 = Total 9957 LF /100 = 99.57							
27	07 92 13 00 0003 0123		For 1 Part Mildew Resistant, Add							\$2,796.96
			Installation	Quantity	x	Unit Price	x	Factor	=	Total
				99.57		19.24		1.4600		2,796.96
28	09 01 90 52 0038	SF	Hand Scrape Wood Surfaces, Surface Preparation							\$11,617.22
			Installation	Quantity	x	Unit Price	x	Factor	=	Total
				10,900.00		0.73		1.4600		11,617.22
			Hand Scrape loose & Flakey Paint Areas 10900 sf							
29	09 01 90 52 0038 0336		For >10,000 To 15,000, Deduct							-\$1,113.98
			Installation	Quantity	x	Unit Price	x	Factor	=	Total
				10,900.00		-0.07		1.4600		-1,113.98

**Contractor's Price Proposal - Detail Continues..**

**Work Order Number:** 113426.00  
**Work Order Title:** Mono County - Courthouse Exterior Painting

**Courthouse**

30	09 01 90 52 0042	SF	Sanding Wood Trim Surfaces, Surface Preparation							\$16,232.28
		Installation	Quantity	Unit Price	Factor	=	Total			
			10,900.00	1.02	1.4600		16,232.28	x	x	
			Entire Building Area							
31	09 01 90 52 0042 0336		For >10,000 To 15,000, Deduct							-\$1,591.40
		Installation	Quantity	Unit Price	Factor	=	Total			
			10,900.00	-0.10	1.4600		-1,591.40	x	x	
32	09 91 13 00 0004	SF	1 Coat Filler, Brush Work, Paint Exterior Brick Walls							\$133.30
		Installation	Quantity	Unit Price	Factor	=	Total			
			110.00	0.83	1.4600		133.30	x	x	
			Brick Chimneys							
33	09 91 13 00 0004 0196		For Work >30' To 40' Above Floor, AddApplied only to work area above 30' to 40'.							\$43.36
		Installation	Quantity	Unit Price	Factor	=	Total			
			110.00	0.27	1.4600		43.36	x	x	
34	09 91 13 00 0004 0202		For >100 To 250, Add							\$40.15
		Installation	Quantity	Unit Price	Factor	=	Total			
			110.00	0.25	1.4600		40.15	x	x	
35	09 91 13 00 0006	SF	2 Coats Paint, Brush Work, Paint Exterior Brick Walls							\$276.23
		Installation	Quantity	Unit Price	Factor	=	Total			
			110.00	1.72	1.4600		276.23	x	x	
			Brick Chimneys							
36	09 91 13 00 0006 0196		For Work >30' To 40' Above Floor, AddApplied only to work area above 30' to 40'.							\$86.72
		Installation	Quantity	Unit Price	Factor	=	Total			
			110.00	0.54	1.4600		86.72	x	x	
37	09 91 13 00 0006 0202		For >100 To 250, Add							\$81.91
		Installation	Quantity	Unit Price	Factor	=	Total			
			110.00	0.51	1.4600		81.91	x	x	
38	09 91 13 00 0107	SF	1 Coat Primer, Brush/Roller Work, Paint Exterior Smooth Wood Siding							\$7,638.72
		Installation	Quantity	Unit Price	Factor	=	Total			
			10,900.00	0.48	1.4600		7,638.72	x	x	
			Back Roll of Primer Coat (No Materials)							
39	09 91 13 00 0107 0194		For Work >15' To 20' Above Floor, AddApplied only to work area above 15' to 20'.							\$155.96
		Installation	Quantity	Unit Price	Factor	=	Total			
			1,526.00	0.07	1.4600		155.96	x	x	
40	09 91 13 00 0107 0195		For Work >20' To 30' Above Floor, AddApplied only to work area above 20'.							\$534.71
		Installation	Quantity	Unit Price	Factor	=	Total			
			3,052.00	0.12	1.4600		534.71	x	x	
41	09 91 13 00 0107 0196		For Work >30' To 40' Above Floor, AddApplied only to work area above 30' to 40'.							\$423.31
		Installation	Quantity	Unit Price	Factor	=	Total			
			1,526.00	0.19	1.4600		423.31	x	x	
42	09 91 13 00 0107 0197		For Work >40' Above Floor, AddApplied only to work area above 40'.							\$303.68
		Installation	Quantity	Unit Price	Factor	=	Total			
			800.00	0.26	1.4600		303.68	x	x	



**Contractor's Price Proposal - Detail Continues..**

**Work Order Number:** 113426.00  
**Work Order Title:** Mono County - Courthouse Exterior Painting

**Courthouse**

56	09 91 13 00 0112	SF	2 Coats Paint, Sprayed, Paint Exterior Smooth Wood Siding						\$17,187.12	
		Installation	Quantity	Unit Price	Factor	=	Total			
			10,900.00	1.08	1.4600		17,187.12			
			Entire Building Area 10900 SF							
57	09 91 13 00 0112 0194		For Work >15' To 20' Above Floor, AddApplied only to work area above 15' to 20'.						\$2,227.96	
		Installation	Quantity	Unit Price	Factor	=	Total			
			15,260.00	0.10	1.4600		2,227.96			
			Wall Ht = 35' - 5' = 14% 10900 x 14% = 1526							
58	09 91 13 00 0112 0195		For Work >20' To 30' Above Floor, AddApplied only to work area above 20'.						\$7,575.06	
		Installation	Quantity	Unit Price	Factor	=	Total			
			30,520.00	0.17	1.4600		7,575.06			
			Wall Ht = 35' - 5' = 28% 10900 x 28% = 3052							
59	09 91 13 00 0112 0196		For Work >30' To 40' Above Floor, AddApplied only to work area above 30' to 40'.						\$6,015.49	
		Installation	Quantity	Unit Price	Factor	=	Total			
			15,260.00	0.27	1.4600		6,015.49			
			Wall Ht = 35' - 5' = 14% 10900 x 14% = 1526							
60	09 91 13 00 0112 0197		For Work >40' Above Floor, AddApplied only to work area above 40'.						\$432.16	
		Installation	Quantity	Unit Price	Factor	=	Total			
			800.00	0.37	1.4600		432.16			
			Cupola							
61	09 91 13 00 0112 0206		For >10,000 To 20,000, Deduct						-\$2,546.24	
		Installation	Quantity	Unit Price	Factor	=	Total			
			10,900.00	-0.16	1.4600		-2,546.24			
62	09 91 13 00 0228	LF	1 Coat Primer, Brush/Roller Work, Paint Exterior Wood Door Frame And Trim						\$58.98	
		Installation	Quantity	Unit Price	Factor	=	Total			
			40.00	1.01	1.4600		58.98			
			2 Doors x 20 lf / Door = 40 LF							
63	09 91 13 00 0230	LF	2 Coats Paint, Brush/Roller Work, Paint Exterior Wood Door Frame And Trim						\$129.65	
		Installation	Quantity	Unit Price	Factor	=	Total			
			40.00	2.22	1.4600		129.65			
			2 Doors x 20 lf / Door = 40 LF							
64	09 91 13 00 0254	EA	1 Coat Primer, Brush/Roller Work, Paint Exterior Wood DoorOne face						\$235.99	
		Installation	Quantity	Unit Price	Factor	=	Total			
			4.00	40.41	1.4600		235.99			
			2 Double Doors = 4 Leafs							
65	09 91 13 00 0256	EA	2 Coats Paint, Brush/Roller Work, Paint Exterior Wood DoorOne face						\$420.77	
		Installation	Quantity	Unit Price	Factor	=	Total			
			4.00	72.05	1.4600		420.77			
			2 Double Doors = 4 Leafs							
66	09 91 13 00 0282	EA	>14 To 20 SF Window Size, 1 Coat Paint, Brush Work, Exterior Wood Window Including Trim						\$1,663.52	
		Installation	Quantity	Unit Price	Factor	=	Total			
			10.00	113.94	1.4600		1,663.52			
			Windows 18 & 20 SF Each							
67	09 91 13 00 0282 0224		For >5 To 10, Deduct						-\$83.22	
		Installation	Quantity	Unit Price	Factor	=	Total			
			10.00	-5.70	1.4600		-83.22			

**Contractor's Price Proposal - Detail Continues..**

**Work Order Number:** 113426.00  
**Work Order Title:** Mono County - Courthouse Exterior Painting

**Courthouse**

68	09 91 13 00 0283	EA	>20 To 26 SF Window Size, 1 Coat Paint, Brush Work, Exterior Wood Window Including Trim						\$2,622.45
		Installation	Quantity	Unit Price	Factor	=	Total		
			14.00	128.30	x	1.4600	=	2,622.45	
			Windows 25 SF Each						
69	09 91 13 00 0283 0225		For >10 To 25, Deduct						-\$262.25
		Installation	Quantity	Unit Price	Factor	=	Total		
			14.00	-12.83	x	1.4600	=	-262.25	
70	09 91 13 00 0284	EA	>26 To 34 SF Window Size, 1 Coat Paint, Brush Work, Exterior Wood Window Including Trim						\$2,285.50
		Installation	Quantity	Unit Price	Factor	=	Total		
			11.00	142.31	x	1.4600	=	2,285.50	
			Windows +/- 27 SF Each						
71	09 91 13 00 0284 0225		For >10 To 25, Deduct						-\$228.53
		Installation	Quantity	Unit Price	Factor	=	Total		
			11.00	-14.23	x	1.4600	=	-228.53	
72	09 91 13 00 0295	LF	1 Coat Primer, Brush/Roller Work, Paint Exterior Wood Window Frame And Trim						\$1,944.72
		Installation	Quantity	Unit Price	Factor	=	Total		
			1,200.00	1.11	x	1.4600	=	1,944.72	
			RED Paint Trim At Windows (Different Color from Perimeter window trim).						
73	09 91 13 00 0297	LF	2 Coats Paint, Brush/Roller Work, Paint Exterior Wood Window Frame And Trim						\$3,136.08
		Installation	Quantity	Unit Price	Factor	=	Total		
			1,200.00	1.79	x	1.4600	=	3,136.08	
			RED Paint Trim At Windows (Different Color from Perimeter window trim).						
74	09 91 13 00 0309	LF	1 Coat Primer, Brush/Roller Work, Paint Fascia Board						\$1,121.28
		Installation	Quantity	Unit Price	Factor	=	Total		
			1,200.00	0.64	x	1.4600	=	1,121.28	
			Fascia Paint						
75	09 91 13 00 0311	LF	2 Coats Paint, Brush/Roller Work, Paint Fascia Board						\$1,962.24
		Installation	Quantity	Unit Price	Factor	=	Total		
			1,200.00	1.12	x	1.4600	=	1,962.24	
			Fascia Paint						
76	09 91 13 00 0313	SF	1 Coat Primer, Brush/Roller Work, Paint Soffit						\$574.88
		Installation	Quantity	Unit Price	Factor	=	Total		
			525.00	0.75	x	1.4600	=	574.88	
			Soffits 350 LF x 1'6" = 525						
77	09 91 13 00 0315	SF	2 Coats Paint, Brush/Roller Work, Paint Soffit						\$988.79
		Installation	Quantity	Unit Price	Factor	=	Total		
			525.00	1.29	x	1.4600	=	988.79	
			Soffits 350 LF x 1'6" = 525						
78	09 91 13 00 0474	LF	1 Coat Paint, Brush Work, Paint Exterior Gutter And Downspout						\$154.32
		Installation	Quantity	Unit Price	Factor	=	Total		
			70.00	1.51	x	1.4600	=	154.32	
			Gutters & Downspouts at Rear of Building						
79	09 91 13 00 0475	LF	2 Coats Paint, Brush Work, Paint Exterior Gutter And Downspout						\$313.17
		Installation	Quantity	Unit Price	Factor	=	Total		
			110.00	1.95	x	1.4600	=	313.17	
			Gutters & Downspouts at Rear of Building						

**Contractor's Price Proposal - Detail Continues..**

**Work Order Number:** 113426.00  
**Work Order Title:** Mono County - Courthouse Exterior Painting

**Courthouse**

80	09 91 13 00 0478	SF	1 Coat Paint, Brush Work, Paint Exterior Wood Trim						\$4,590.06
			Installation	Quantity	Unit Price	Factor	=	Total	
	X			2,556.00	1.23	1.4600		4,590.06	
Exterior Trims Back Roll/Brush = Window Trims 1290 LF + Window Sills 175 LF + Quoins Lg 274 @ 1'8" If ea = 457 + Quoins sm 270 @ 1'4" If ea = 360 + Dentil Cornices 82 lg @ 6 If ea = 492 + Dentil Cornices 100 Sm @ 3 If ea = 300 + Eaves 365 LF + Rake Trim 152 LF + Flat Trim 1090 If + Roof Spikes 40 ea x1.5 x 2s = 120 If = Total 5071 LF @ Avg 6" = 2536 sf + Louvers 20 sf =2556 SF - No Materials									
81	09 91 13 00 0481	SF	1 Coat Paint, Brush/Roller Work, Paint Exterior Wood Trim						\$3,545.17
			Installation	Quantity	Unit Price	Factor	=	Total	
	X			2,556.00	0.95	1.4600		3,545.17	
Exterior Trims Back Roll/Brush = Window Trims 1290 LF + Window Sills 175 LF + Quoins Lg 274 @ 1'8" If ea = 457 + Quoins sm 270 @ 1'4" If ea = 360 + Dentil Cornices 82 lg @ 6 If ea = 492 + Dentil Cornices 100 Sm @ 3 If ea = 300 + Eaves 365 LF + Rake Trim 152 LF + Flat Trim 1090 If + Roof Spikes 40 ea x1.5 x 2s = 120 If = Total 5071 LF @ Avg 6" = 2536 sf + Louvers 20 sf =2556 SF - No Materials									
82	09 93 13 53 0002	SF	Stain Sealer, Brush Work						\$245.28
			Installation	Quantity	Unit Price	Factor	=	Total	
				200.00	0.84	1.4600		245.28	
Main Entry Door and Paneling									
83	09 93 13 53 0002 0349		For Ceiling Work, Add						\$6.42
			Installation	Quantity	Unit Price	Factor	=	Total	
				40.00	0.11	1.4600		6.42	
84	09 93 13 53 0003	SF	Stain Sealer, Brush/Roller Work						\$169.36
			Installation	Quantity	Unit Price	Factor	=	Total	
	X			200.00	0.58	1.4600		169.36	
Back roll stain no materials. Main Entry Door and Paneling									
85	09 93 13 53 0003 0349		For Ceiling Work, Add						\$5.26
			Installation	Quantity	Unit Price	Factor	=	Total	
				40.00	0.09	1.4600		5.26	
86	10 81 13 00 0019	SF	1/8" x 1/8" Mesh Flexible Polypropylene NettingTo control bird and marine predators.						\$3,861.70
			Installation	Quantity	Unit Price	Factor	=	Total	
				2,300.00	0.85	1.4600		2,854.30	
			Demolition	Quantity	Unit Price	Factor	=	Total	
				2,300.00	0.30	1.4600		1,007.40	
Bird Netting									
87	10 81 13 00 0030	EA	Poly Clips For Flexible Netting						\$5,845.46
			Installation	Quantity	Unit Price	Factor	=	Total	
				1,534.00	2.61	1.4600		5,845.46	
For Bird Netting Attachment 1/3 SF = 767 x 2= 1,534									

**Subtotal for Courthouse** **\$315,362.02**

**Mech Room**

88	01 22 16 00 0002	EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.						\$606.10
			Installation	Quantity	Unit Price	Factor	=	Total	
				551.00	1.00	1.1000		606.10	
Bond 2%									

**Contractor's Price Proposal - Detail Continues..**

**Work Order Number:** 113426.00  
**Work Order Title:** Mono County - Courthouse Exterior Painting

**Mech Room**

89	01 56 16 00 0003	SF	6 Mil, Plastic Sheeting, Applied To Walls							\$122.64
		Installation	Quantity	Unit Price	Factor	=	Total			
			200.00	0.42	1.4600	x	122.64	x		
			Protect Doors & Windows							
90	02 90 55 00 0386	ROL	Blue Masking (Painters) Tape, 1-1/2" x 198' For Emergency Clean-up							\$255.06
		Installation	Quantity	Unit Price	Factor	=	Total			
			10.00	17.47	1.4600	x	255.06	x		
			Protect Doors & Windows							
91	07 91 23 00 0004	LF	1/2" Polyethylene Or Polyurethane Backer Rod							\$409.53
		Installation	Quantity	Unit Price	Factor	=	Total			
			150.00	1.87	1.4600	x	409.53	x		
			Backer Rod at Deep Joints & siding gaps.							
92	07 92 13 00 0003	CLF	1/4" x 3/8" Joint, Silicone Sealant And Caulking							\$5,062.55
		Installation	Quantity	Unit Price	Factor	=	Total			
			10.00	346.75	1.4600	x	5,062.55	x		
			Sealant at All Joints and edges of Trims							
93	07 92 13 00 0003 0123		For 1 Part Mildew Resistant, Add							\$280.90
		Installation	Quantity	Unit Price	Factor	=	Total			
			10.00	19.24	1.4600	x	280.90	x		
94	09 01 90 52 0038	SF	Hand Scrape Wood Surfaces, Surface Preparation							\$2,557.92
		Installation	Quantity	Unit Price	Factor	=	Total			
			2,400.00	0.73	1.4600	x	2,557.92	x		
			Hand Scrape loose & Flakey Paint Areas 2400 sf							
95	09 01 90 52 0042	SF	Sanding Wood Trim Surfaces, Surface Preparation							\$3,574.08
		Installation	Quantity	Unit Price	Factor	=	Total			
			2,400.00	1.02	1.4600	x	3,574.08	x		
			Entire Building Area							
96	09 91 13 00 0107	SF	1 Coat Primer, Brush/Roller Work, Paint Exterior Smooth Wood Siding							\$1,681.92
		Installation	Quantity	Unit Price	Factor	=	Total			
			2,400.00	0.48	1.4600	x	1,681.92	x		
			Back Roll of Primer Coat (No Materials)							
97	09 91 13 00 0109	SF	2 Coats Paint, Brush/Roller Work, Paint Exterior Smooth Wood Siding							\$3,679.20
		Installation	Quantity	Unit Price	Factor	=	Total			
			2,400.00	1.05	1.4600	x	3,679.20	x		
			Back Roll of Spray Coat (No Materials)							
98	09 91 13 00 0110	SF	1 Coat Primer, Sprayed, Paint Exterior Smooth Wood Siding							\$1,962.24
		Installation	Quantity	Unit Price	Factor	=	Total			
			2,400.00	0.56	1.4600	x	1,962.24	x		
			Entire Building Area 2400 SF							
99	09 91 13 00 0112	SF	2 Coats Paint, Sprayed, Paint Exterior Smooth Wood Siding							\$3,784.32
		Installation	Quantity	Unit Price	Factor	=	Total			
			2,400.00	1.08	1.4600	x	3,784.32	x		
			Entire Building Area 2400 SF							
100	09 91 13 00 0228	LF	1 Coat Primer, Brush/Roller Work, Paint Exterior Wood Door Frame And Trim							\$58.98
		Installation	Quantity	Unit Price	Factor	=	Total			
			40.00	1.01	1.4600	x	58.98	x		
			Doors							



**Contractor's Price Proposal - Detail Continues..**

**Work Order Number:** 113426.00  
**Work Order Title:** Mono County - Courthouse Exterior Painting

**Mech Room**

101	09 91 13 00 0230	LF	2 Coats Paint, Brush/Roller Work, Paint Exterior Wood Door Frame And Trim						\$226.88
		Installation	Quantity	Unit Price	Factor	=	Total		
			70.00	2.22	1.4600	x	226.88		
102	09 91 13 00 0254	EA	1 Coat Primer, Brush/Roller Work, Paint Exterior Wood DoorOne face						\$235.99
		Installation	Quantity	Unit Price	Factor	=	Total		
			4.00	40.41	1.4600	x	235.99		
103	09 91 13 00 0256	EA	2 Coats Paint, Brush/Roller Work, Paint Exterior Wood DoorOne face						\$420.77
		Installation	Quantity	Unit Price	Factor	=	Total		
			4.00	72.05	1.4600	x	420.77		
104	09 91 13 00 0282	EA	>14 To 20 SF Window Size, 1 Coat Paint, Brush Work, Exterior Wood Window Including Trim						\$1,330.82
		Installation	Quantity	Unit Price	Factor	=	Total		
			8.00	113.94	1.4600	x	1,330.82		
105	09 91 13 00 0309	LF	1 Coat Primer, Brush/Roller Work, Paint Fascia Board						\$93.44
		Installation	Quantity	Unit Price	Factor	=	Total		
			100.00	0.64	1.4600	x	93.44		
			Fascia Paint						
106	09 91 13 00 0311	LF	2 Coats Paint, Brush/Roller Work, Paint Fascia Board						\$163.52
		Installation	Quantity	Unit Price	Factor	=	Total		
			100.00	1.12	1.4600	x	163.52		
			Fascia Paint						
107	09 91 13 00 0313	SF	1 Coat Primer, Brush/Roller Work, Paint Soffit						\$341.64
		Installation	Quantity	Unit Price	Factor	=	Total		
			312.00	0.75	1.4600	x	341.64		
			Soffits						
108	09 91 13 00 0315	SF	2 Coats Paint, Brush/Roller Work, Paint Soffit						\$587.62
		Installation	Quantity	Unit Price	Factor	=	Total		
			312.00	1.29	1.4600	x	587.62		
			Soffits						
109	09 91 13 00 0474	LF	1 Coat Paint, Brush Work, Paint Exterior Gutter And Downspout						\$308.64
		Installation	Quantity	Unit Price	Factor	=	Total		
			140.00	1.51	1.4600	x	308.64		
			Gutters & Down Spouts						
110	09 91 13 00 0475	LF	2 Coats Paint, Brush Work, Paint Exterior Gutter And Downspout						\$483.99
		Installation	Quantity	Unit Price	Factor	=	Total		
			170.00	1.95	1.4600	x	483.99		
			Gutters & Down Spouts						
111	09 91 13 00 0478	SF	1 Coat Paint, Brush Work, Paint Exterior Wood Trim						\$657.00
		Installation	Quantity	Unit Price	Factor	=	Total		
			300.00	1.50	1.4600	x	657.00		
			Exterior Trims Back Roll/Brush						
112	09 91 13 00 0481	SF	1 Coat Paint, Brush/Roller Work, Paint Exterior Wood Trim						\$416.10
		Installation	Quantity	Unit Price	Factor	=	Total		
			300.00	0.95	1.4600	x	416.10		
			Exterior Trims Back Roll/Brush						

**Subtotal for Mech Room**

**\$29,301.85**

**Storage Room**

**Contractor's Price Proposal - Detail Continues..**

**Work Order Number:** 113426.00  
**Work Order Title:** Mono County - Courthouse Exterior Painting

**Storage Room**

113	01 22 16 00 0002	EA	Reimbursable Fees	Reimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.						\$632.50		
		Installation	Quantity	575.00	x	Unit Price	1.00	x	Factor	1.1000 =	Total	632.50
			Bond 2%									
114	01 56 16 00 0003	SF	6 Mil, Plastic Sheeting, Applied To Walls									\$122.64
		Installation	Quantity	200.00	x	Unit Price	0.42	x	Factor	1.4600 =	Total	122.64
			Protect Doors & Windows									
115	02 90 55 00 0386	ROL	Blue Masking (Painters) Tape, 1-1/2" x 198' For Emergency Clean-up									\$255.06
		Installation	Quantity	10.00	x	Unit Price	17.47	x	Factor	1.4600 =	Total	255.06
			Protect Doors & Windows									
116	07 91 23 00 0004	LF	1/2" Polyethylene Or Polyurethane Backer Rod									\$409.53
		Installation	Quantity	150.00	x	Unit Price	1.87	x	Factor	1.4600 =	Total	409.53
			Backer Rod at Deep Joints & siding gaps.									
117	07 92 13 00 0003	CLF	1/4" x 3/8" Joint, Silicone Sealant And Caulking									\$5,062.55
		Installation	Quantity	10.00	x	Unit Price	346.75	x	Factor	1.4600 =	Total	5,062.55
			Sealant at All Joints and edges of Trims									
118	07 92 13 00 0003 0123		For 1 Part Mildew Resistant, Add									\$280.90
		Installation	Quantity	10.00	x	Unit Price	19.24	x	Factor	1.4600 =	Total	280.90
119	09 01 90 52 0038	SF	Hand Scrape Wood Surfaces, Surface Preparation									\$2,557.92
		Installation	Quantity	2,400.00	x	Unit Price	0.73	x	Factor	1.4600 =	Total	2,557.92
			Hand Scrape loose & Flakey Paint Areas 2400 sf									
120	09 01 90 52 0042	SF	Sanding Wood Trim Surfaces, Surface Preparation									\$3,574.08
		Installation	Quantity	2,400.00	x	Unit Price	1.02	x	Factor	1.4600 =	Total	3,574.08
			Entire Building Area									
121	09 91 13 00 0107	SF	1 Coat Primer, Brush/Roller Work, Paint Exterior Smooth Wood Siding									\$1,681.92
		Installation	Quantity	2,400.00	x	Unit Price	0.48	x	Factor	1.4600 =	Total	1,681.92
			Back Roll of Primer Coat (No Materials)									
122	09 91 13 00 0109	SF	2 Coats Paint, Brush/Roller Work, Paint Exterior Smooth Wood Siding									\$3,679.20
		Installation	Quantity	2,400.00	x	Unit Price	1.05	x	Factor	1.4600 =	Total	3,679.20
			Back Roll of Spray Coat (No Materials)									
123	09 91 13 00 0110	SF	1 Coat Primer, Sprayed, Paint Exterior Smooth Wood Siding									\$1,962.24
		Installation	Quantity	2,400.00	x	Unit Price	0.56	x	Factor	1.4600 =	Total	1,962.24
			Entire Building Area 2400 SF									

**Contractor's Price Proposal - Detail Continues..**

**Work Order Number:** 113426.00  
**Work Order Title:** Mono County - Courthouse Exterior Painting

**Storage Room**

124	09 91 13 00 0112	SF	2 Coats Paint, Sprayed, Paint Exterior Smooth Wood Siding						\$3,784.32	
		Installation	Quantity	Unit Price	Factor	=	Total			
			2,400.00	1.08	1.4600		3,784.32			
			Entire Building Area 2400 SF							
125	09 91 13 00 0228	LF	1 Coat Primer, Brush/Roller Work, Paint Exterior Wood Door Frame And Trim						\$103.22	
		Installation	Quantity	Unit Price	Factor	=	Total			
			70.00	1.01	1.4600		103.22			
			Doors							
126	09 91 13 00 0230	LF	2 Coats Paint, Brush/Roller Work, Paint Exterior Wood Door Frame And Trim						\$129.65	
		Installation	Quantity	Unit Price	Factor	=	Total			
			40.00	2.22	1.4600		129.65			
127	09 91 13 00 0254	EA	1 Coat Primer, Brush/Roller Work, Paint Exterior Wood DoorOne face						\$118.00	
		Installation	Quantity	Unit Price	Factor	=	Total			
			2.00	40.41	1.4600		118.00			
128	09 91 13 00 0256	EA	2 Coats Paint, Brush/Roller Work, Paint Exterior Wood DoorOne face						\$210.39	
		Installation	Quantity	Unit Price	Factor	=	Total			
			2.00	72.05	1.4600		210.39			
129	09 91 13 00 0282	EA	>14 To 20 SF Window Size, 1 Coat Paint, Brush Work, Exterior Wood Window Including Trim						\$665.41	
		Installation	Quantity	Unit Price	Factor	=	Total			
			4.00	113.94	1.4600		665.41			
130	09 91 13 00 0309	LF	1 Coat Primer, Brush/Roller Work, Paint Fascia Board						\$93.44	
		Installation	Quantity	Unit Price	Factor	=	Total			
			100.00	0.64	1.4600		93.44			
			Fascia Paint							
131	09 91 13 00 0311	LF	2 Coats Paint, Brush/Roller Work, Paint Fascia Board						\$163.52	
		Installation	Quantity	Unit Price	Factor	=	Total			
			100.00	1.12	1.4600		163.52			
			Fascia Paint							
132	09 91 13 00 0313	SF	1 Coat Primer, Brush/Roller Work, Paint Soffit						\$328.50	
		Installation	Quantity	Unit Price	Factor	=	Total			
			300.00	0.75	1.4600		328.50			
			Soffits							
133	09 91 13 00 0315	SF	2 Coats Paint, Brush/Roller Work, Paint Soffit						\$565.02	
		Installation	Quantity	Unit Price	Factor	=	Total			
			300.00	1.29	1.4600		565.02			
			Soffits							
134	09 91 13 00 0474	LF	1 Coat Paint, Brush Work, Paint Exterior Gutter And Downspout						\$264.55	
		Installation	Quantity	Unit Price	Factor	=	Total			
			120.00	1.51	1.4600		264.55			
			Gutters & Down Spouts							
135	09 91 13 00 0475	LF	2 Coats Paint, Brush Work, Paint Exterior Gutter And Downspout						\$427.05	
		Installation	Quantity	Unit Price	Factor	=	Total			
			150.00	1.95	1.4600		427.05			
			Gutters & Down Spouts							
136	09 91 13 00 0478	SF	1 Coat Paint, Brush Work, Paint Exterior Wood Trim						\$657.00	
		Installation	Quantity	Unit Price	Factor	=	Total			
			300.00	1.50	1.4600		657.00			
			Exterior Trims Back Roll/Brush							

**Contractor's Price Proposal - Detail Continues..**

**Work Order Number:** 113426.00  
**Work Order Title:** Mono County - Courthouse Exterior Painting

**Storage Room**

137	09	91	13	00	0481	SF	1 Coat Paint, Brush/Roller Work, Paint Exterior Wood Trim										\$416.10
								Quantity		Unit Price		Factor	=		Total		
						x	Installation	300.00	x	0.95	x	1.4600	=		416.10		
							Exterior Trims Back Roll/Brush										

**Subtotal for Storage Room** **\$28,144.71**

**Proposal Total** **\$372,808.58**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

## EXHIBIT 1

# AGREEMENT BETWEEN THE COUNTY OF MONO AND NORTH STAR CONSTRUCTION AND ENGINEERING, INC FOR THE PROVISION OF COURTHOUSE EXTERIOR PAINT AND BIRD NESTING DETERRENT INSTALLATION 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:

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

### 14.3 BREACH.

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

## SECTION 15. PROJECT CLOSEOUT

**15.1 “As-Built” Drawings.**

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



## EXHIBIT 2

### AGREEMENT BETWEEN THE COUNTY OF MONO AND NORTH STAR CONSTRUCTION AND ENGINEERING, INC FOR THE PROVISION OF COURTHOUSE EXTERIOR PAINT AND BIRD NESTING DETERRENT INSTALLATIONS SERVICES

PREVAILING WAGES AS OF: May 2, 2023

#### A. DETERMINATION

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

#### B. PREVAILING WAGE RATE

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

#### C. APPRENTICES

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

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

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

#### E. PAYROLL RECORDS

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

#### F. INSPECTION OF PAYROLL RECORDS

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

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

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

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

#### **H. HOURS**

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

#### **I. OVERTIME**

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

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

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

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

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

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

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

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

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

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

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

**§ 1775. Penalties for violations**

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

- (D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.
  - (E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.
- (b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:
- (1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
  - (2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.
  - (3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.
  - (4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.
- (c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

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

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

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

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

- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
- (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and the Division of Labor Standards Enforcement of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

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

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

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

(f)

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

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

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

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards

Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

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

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

- (a) Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.
- (b) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.
- (c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:
  - (1) The apprenticeship standards and apprentice agreements under which he or she is training.
  - (2) The rules and regulations of the California Apprenticeship Council.
- (d) When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).
- (e) Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

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

- (m)(1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.
- (2) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Division of Apprenticeship Standards for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows:
  - (A) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.
  - (B) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and geographic area for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices registered in each program.
  - (C) All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of the Division of Apprenticeship Standards.
- (3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Notwithstanding Section 13340 of the Government Code, all money in the Apprenticeship Training Contribution Fund is hereby continuously appropriated for the purpose of carrying out this subdivision and to pay the expenses of the Division of Apprenticeship Standards.
- (n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.
- (o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).
- (p) All decisions of an apprenticeship program under this section are subject to Section 3081.

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

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



**§ 1815. Overtime**

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

### **EXHIBIT 3**

## **AGREEMENT BETWEEN COUNTY OF MONO AND NORTH STAR CONSTRUCTION AND ENGINEERING, INC FOR THE PROVISION OF COURTHOUSE EXTERIOR PAINT AND BIRD NESTING DETERRENT INSTALLATION 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 **NORTH STAR CONSTRUCTION AND ENGINEERING, INC**, hereafter designated as the "Contractor", a contract for the work described as follows:

**COURTHOUSE EXTERIOR PAINT AND BIRD NESTING DETERRENT INSTALLATION**

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

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

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

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

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

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

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

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

Contractor

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

Name of Surety (SEAL)

By : Attorney-in-Fact

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

APPROVED AS TO FORM:

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

**SAMPLE PAYMENT BOND**

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

[Click here to enter text.](#)

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

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

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

Principal

\_\_\_\_\_

\_\_\_\_\_

Surety (SEAL)

\_\_\_\_\_

By : Attorney-in-Fact

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

APPROVED AS TO FORM:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 14.** Definitions:

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

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

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

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

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

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

## EXHIBIT 4

### AGREEMENT BETWEEN THE COUNTY OF MONO AND NORTH STAR CONSTRUCTION AND ENGINEERING, INC FOR THE PROVISION OF COURTHOUSE EXTERIOR PAINT AND BIRD NESTING DETERRENT 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.

**Work Order Signature Document**

**EZIQC Contract No.: CA-R3-GS02-123021-NSC**

**New Work Order**       **Modify an Existing Work Order**

Work Order Number.: 113426.00      Work Order Date: 03/13/2023

Work Order Title: Mono County - Courthouse Exterior Painting

Owner Name: Mono County Public Works      Contractor Name: North Star Construction and Engineering, Inc

Contact: Jason Davenport      Contact: Andrew Drumheller

Phone: (760) 932-5443      Phone: 530-682-6151

**Work to be Performed**

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of Sourcewell EZIQC Contract No CA-R3-GS02-123021-NSC.

Brief Work Order Description:

**Time of Performance**      Estimated Start Date:  
Estimated Completion Date:

**Liquidated Damages**      Will apply:       Will not apply:

**Work Order Firm Fixed Price: \$372,808.58**

Owner Purchase Order Number:

**Approvals**

\_\_\_\_\_  
Mono County Public Works      Date

\_\_\_\_\_  
North Star Construction and Engineering, Inc      Date



**Detailed Scope of Work**

---

**To:** Andrew Drumheller  
North Star Construction and Engineering, Inc  
1282 Stabler Lane #630-109  
Yuba City, CA 95993  
530-682-6151

**From:** Jason Davenport  
Mono County Public Works  
278 Main Street  
Bridgeport, CA 93517  
(760) 932-5443

**Date Printed:** March 13, 2023

**Work Order Number:** 113426.00

**Work Order Title:** Mono County - Courthouse Exterior Painting

**Brief Scope:**

---

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Preliminary

Revised

Final

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The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

***See attached***

Subject to the terms and conditions of eziQZ Contract **CA-R3-GS02-123021-NSC**.

\_\_\_\_\_  
North Star Construction and Engineering, Inc

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mono County Public Works

\_\_\_\_\_  
Date

## SCOPE of WORK: EXTERIOR PAINTING

North Star shall furnish all labor, materials and equipment as required to paint Mono County Courthouse. Scope specifics include:

- High lift(s) shall be utilized for majority of building.
- Install scaffolding as required to access inaccessible areas (back of building area, chimneys, back of cupola), install burlap and plywood roof protection as required.
- Remove and replace bird netting.
- Remove and dispose Christmas lights.
- Pressure-wash all surfaces of exterior of building including siding /trim /windows / eaves /fascia.
- Scrape all siding and trim as required. Minor sand as needed. Remove failing caulk.
- Caulk all areas as required.
- Install backer rod at all deep cracks and joints.
- Cover and protect all windows /doors /concrete /foundation /asphalt / landscape etc. Use plastic masking film and tape /masking paper and tape / plastic /canvas drop cloths. Cover and protect all metal awning/stairs to upper floor. All concrete below stairs. Cover and protect all metal grate steps (treads). All metal handrails at stairs / metal awning oversteps at N/ side, West facing stairs at new addition. Utilize equipment mats at landscape area to minimize impact.
- Apply primer by airless sprayer and back rolled with a roller & brush.
- Apply Dunn Edwards exterior sheen paint at all siding by airless sprayer. Apply by airless sprayer, and back brush and roller into wood. Paint to be same color as existing.
- TRIM: All trim paint will be applied at all designated areas by brush and roller. Apply two coats at all surfaces receiving trim color.
- Painting shall be single color except red window frames as existing and black at sign lettering as existing.
- Per site visit, County shall keep shallows from establishing nest.
- Equipment mats are coming from our yard in Yuba City, CA
- Equipment rentals are coming from Mammoth, CA.

### Exclusions:

1. Excludes all dry rot repairs.
2. Excludes all permits and permit fees.
3. Excludes Design & As-Builts

4. Excludes coatings to existing metals including but not limited to handrails, metal grates, metal awning, fascia, flagpole and new addition.
5. Excludes hazardous material testing. County will test as required.
6. Excludes hazardous material removal and disposal.
7. Exclude landscaping/ Irrigation repairs.
8. Options to be awarded prior to start of work.
9. Option pricing only valid if base bid is awarded.

## Contractor's Price Proposal - Summary

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**Date:** March 13, 2023

**Re:** IQC Master Contract #: CA-R3-GS02-123021-NSC  
Work Order #: 113426.00  
Owner PO #:  
Title: Mono County - Courthouse Exterior Painting  
Contractor: North Star Construction and Engineering, Inc  
Proposal Value: \$372,808.58

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<b>Courthouse</b>	<b>\$315,362.02</b>
<b>Mech Room</b>	<b>\$29,301.85</b>
<b>Storage Room</b>	<b>\$28,144.71</b>
<b>Proposal Total</b>	<b>\$372,808.58</b>

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This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

# Contractor's Price Proposal - Detail

Date: March 13, 2023

Re: IQC Master Contract #: CA-R3-GS02-123021-NSC  
 Work Order #: 113426.00  
 Owner PO #:  
 Title: Mono County - Courthouse Exterior Painting  
 Contractor: North Star Construction and Engineering, Inc  
 Proposal Value: \$372,808.58

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
<b>Courthouse</b>					
1	01 22 16 00 0002		EA	Reimbursable Fees Reimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	\$6,930.00
			Installation	Quantity 6,300.00 x Unit Price 1.00 x Factor 1.1000 = Total 6,930.00	
				Bond 2%	
2	01 22 20 00 0023		HR	Laborer For tasks not included in the Construction Task Catalog® and as directed by owner only.	\$3,523.16
			Installation	Quantity 32.00 x Unit Price 75.41 x Factor 1.4600 = Total 3,523.16	
				Move Equipment (Lawn/Irrigation Protective) Mats 4 times x 2 guys x 4 hours = 32hr	
3	01 22 20 00 0023		HR	Laborer For tasks not included in the Construction Task Catalog® and as directed by owner only.	\$1,761.58
			Installation	Quantity 16.00 x Unit Price 75.41 x Factor 1.4600 = Total 1,761.58	
				Remove Christmas Lights; 2 guys x 8 hours = 16hr	
4	01 22 20 00 0028		HR	Painter, Ordinary For tasks not included in the Construction Task Catalog® and as directed by owner only.	\$871.56
			Installation	Quantity 8.00 x Unit Price 74.62 x Factor 1.4600 = Total 871.56	
				Re-Letter Detailed Black Wood Lettering on Sign	
5	01 22 23 00 0036		MO	125' Engine Powered, Articulating (Up/Over) Boom Man Lift With Platform	\$26,271.59
			Installation	Quantity 1.50 x Unit Price 11,996.16 x Factor 1.4600 = Total 26,271.59	
				Painting Support Lift	
6	01 22 23 00 0069		MO	40' Electric, Scissor Platform Lift	\$5,914.91
			Installation	Quantity 1.50 x Unit Price 2,700.87 x Factor 1.4600 = Total 5,914.91	
				Painting Support	
7	01 22 23 00 0620		MO	14' Width x 8' Length, 3-1/2" Thick, Laminated Heavy Equipment Mat (Emtek™)	\$1,595.72
			Installation	Quantity 12.00 x Unit Price 91.08 x Factor 1.4600 = Total 1,595.72	
				8 mats x 1.5 months = 12 Months	
8	01 22 23 00 0883		MO	3,500 PSI Pressure Washer With Full-Time Operator	\$40,694.20
			Installation	Quantity 2.00 x Unit Price 13,936.37 x Factor 1.4600 = Total 40,694.20	
				Power Wash Prior to Painting.	



**Contractor's Price Proposal - Detail Continues..**

**Work Order Number:** 113426.00  
**Work Order Title:** Mono County - Courthouse Exterior Painting

**Courthouse**

20	01 71 13 00 0004	EA	First 25 Miles, Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom man lifts with >40' boom lengths, etc.						\$2,749.44	
			Installation	Quantity	x	Unit Price	x	Factor	=	Total
				2.00		941.59		1.4600		2,749.44
			2 Lifts from Mammoth							
21	01 71 13 00 0005	MI	>25 Miles, Equipment Delivery And Pickup Using A Tractor Trailer With Up To 53' BedExcludes first 25 miles.							\$13,784.74
			Installation	Quantity	x	Unit Price	x	Factor	=	Total
				840.00		11.24		1.4600		13,784.74
			210 miles 1-way x there/back to delivery + there/back to pick up= 840 miles from Yuba City, CA							
22	01 71 13 00 0005	MI	>25 Miles, Equipment Delivery And Pickup Using A Tractor Trailer With Up To 53' BedExcludes first 25 miles.							\$656.42
			Installation	Quantity	x	Unit Price	x	Factor	=	Total
				40.00		11.24		1.4600		656.42
			From Mammoth CA = 55 Miles - 25 = 20 x 2 = 40							
23	01 74 19 00 0016	EA	40 CY Dumpster (5 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.							\$1,146.07
			Installation	Quantity	x	Unit Price	x	Factor	=	Total
				1.00		784.98		1.4600		1,146.07
			Dumpster for Construction Debris							
24	02 90 55 00 0386	ROL	Blue Masking (Painters) Tape, 1-1/2" x 198' For Emergency Clean-up							\$1,530.37
			Installation	Quantity	x	Unit Price	x	Factor	=	Total
				60.00		17.47		1.4600		1,530.37
			Protect Doors & Windows							
25	07 91 23 00 0004	LF	1/2" Polyethylene Or Polyurethane Backer Rod							\$2,716.55
			Installation	Quantity	x	Unit Price	x	Factor	=	Total
				995.00		1.87		1.4600		2,716.55
			Backer Rod at Deep Joints 10% Length = 995 LF							
26	07 92 13 00 0003	CLF	1/4" x 3/8" Joint, Silicone Sealant And Caulking							\$64,546.71
			Installation	Quantity	x	Unit Price	x	Factor	=	Total
				99.57		346.75		1.4600		50,407.81
			Demolition	Quantity	x	Unit Price	x	Factor	=	Total
				99.57		97.26		1.4600		14,138.90
			Sealant at All Joints and edges of Trims = Window Trims 1290 LF x2 = 2580 + Window Sills 175 LF x2 = 350 + Quoins Lg 274 @ 5' If ea =1370 + Quoins sm 270 @ 4' If ea = 1080 + 182 Dentil Cornices @ 5' Av If ea = 910 + Eaves 365 LF x2 = 730 + Raised Pnl 455 LF + Rake & Flat Trim 1241 x2 = 2482 = Total 9957 LF /100 = 99.57							
27	07 92 13 00 0003 0123		For 1 Part Mildew Resistant, Add							\$2,796.96
			Installation	Quantity	x	Unit Price	x	Factor	=	Total
				99.57		19.24		1.4600		2,796.96
28	09 01 90 52 0038	SF	Hand Scrape Wood Surfaces, Surface Preparation							\$11,617.22
			Installation	Quantity	x	Unit Price	x	Factor	=	Total
				10,900.00		0.73		1.4600		11,617.22
			Hand Scrape loose & Flakey Paint Areas 10900 sf							
29	09 01 90 52 0038 0336		For >10,000 To 15,000, Deduct							-\$1,113.98
			Installation	Quantity	x	Unit Price	x	Factor	=	Total
				10,900.00		-0.07		1.4600		-1,113.98

**Contractor's Price Proposal - Detail Continues..**

**Work Order Number:** 113426.00  
**Work Order Title:** Mono County - Courthouse Exterior Painting

**Courthouse**

30	09 01 90 52 0042	SF	Sanding Wood Trim Surfaces, Surface Preparation							\$16,232.28
		Installation	Quantity	Unit Price	Factor	=	Total			
			10,900.00	1.02	1.4600		16,232.28	x	x	
			Entire Building Area							
31	09 01 90 52 0042 0336		For >10,000 To 15,000, Deduct							-\$1,591.40
		Installation	Quantity	Unit Price	Factor	=	Total			
			10,900.00	-0.10	1.4600		-1,591.40	x	x	
32	09 91 13 00 0004	SF	1 Coat Filler, Brush Work, Paint Exterior Brick Walls							\$133.30
		Installation	Quantity	Unit Price	Factor	=	Total			
			110.00	0.83	1.4600		133.30	x	x	
			Brick Chimneys							
33	09 91 13 00 0004 0196		For Work >30' To 40' Above Floor, AddApplied only to work area above 30' to 40'.							\$43.36
		Installation	Quantity	Unit Price	Factor	=	Total			
			110.00	0.27	1.4600		43.36	x	x	
34	09 91 13 00 0004 0202		For >100 To 250, Add							\$40.15
		Installation	Quantity	Unit Price	Factor	=	Total			
			110.00	0.25	1.4600		40.15	x	x	
35	09 91 13 00 0006	SF	2 Coats Paint, Brush Work, Paint Exterior Brick Walls							\$276.23
		Installation	Quantity	Unit Price	Factor	=	Total			
			110.00	1.72	1.4600		276.23	x	x	
			Brick Chimneys							
36	09 91 13 00 0006 0196		For Work >30' To 40' Above Floor, AddApplied only to work area above 30' to 40'.							\$86.72
		Installation	Quantity	Unit Price	Factor	=	Total			
			110.00	0.54	1.4600		86.72	x	x	
37	09 91 13 00 0006 0202		For >100 To 250, Add							\$81.91
		Installation	Quantity	Unit Price	Factor	=	Total			
			110.00	0.51	1.4600		81.91	x	x	
38	09 91 13 00 0107	SF	1 Coat Primer, Brush/Roller Work, Paint Exterior Smooth Wood Siding							\$7,638.72
		Installation	Quantity	Unit Price	Factor	=	Total			
			10,900.00	0.48	1.4600		7,638.72	x	x	
			Back Roll of Primer Coat (No Materials)							
39	09 91 13 00 0107 0194		For Work >15' To 20' Above Floor, AddApplied only to work area above 15' to 20'.							\$155.96
		Installation	Quantity	Unit Price	Factor	=	Total			
			1,526.00	0.07	1.4600		155.96	x	x	
40	09 91 13 00 0107 0195		For Work >20' To 30' Above Floor, AddApplied only to work area above 20'.							\$534.71
		Installation	Quantity	Unit Price	Factor	=	Total			
			3,052.00	0.12	1.4600		534.71	x	x	
41	09 91 13 00 0107 0196		For Work >30' To 40' Above Floor, AddApplied only to work area above 30' to 40'.							\$423.31
		Installation	Quantity	Unit Price	Factor	=	Total			
			1,526.00	0.19	1.4600		423.31	x	x	
42	09 91 13 00 0107 0197		For Work >40' Above Floor, AddApplied only to work area above 40'.							\$303.68
		Installation	Quantity	Unit Price	Factor	=	Total			
			800.00	0.26	1.4600		303.68	x	x	





**Contractor's Price Proposal - Detail Continues..**

**Work Order Number:** 113426.00  
**Work Order Title:** Mono County - Courthouse Exterior Painting

**Courthouse**

56	09 91 13 00 0112	SF	2 Coats Paint, Sprayed, Paint Exterior Smooth Wood Siding						\$17,187.12	
		Installation	Quantity	Unit Price	Factor	=	Total			
			10,900.00	1.08	1.4600		17,187.12			
			Entire Building Area 10900 SF							
57	09 91 13 00 0112 0194		For Work >15' To 20' Above Floor, AddApplied only to work area above 15' to 20'.						\$2,227.96	
		Installation	Quantity	Unit Price	Factor	=	Total			
			15,260.00	0.10	1.4600		2,227.96			
			Wall Ht = 35' - 5' = 14% 10900 x 14% = 1526							
58	09 91 13 00 0112 0195		For Work >20' To 30' Above Floor, AddApplied only to work area above 20'.						\$7,575.06	
		Installation	Quantity	Unit Price	Factor	=	Total			
			30,520.00	0.17	1.4600		7,575.06			
			Wall Ht = 35' - 5' = 28% 10900 x 28% = 3052							
59	09 91 13 00 0112 0196		For Work >30' To 40' Above Floor, AddApplied only to work area above 30' to 40'.						\$6,015.49	
		Installation	Quantity	Unit Price	Factor	=	Total			
			15,260.00	0.27	1.4600		6,015.49			
			Wall Ht = 35' - 5' = 14% 10900 x 14% = 1526							
60	09 91 13 00 0112 0197		For Work >40' Above Floor, AddApplied only to work area above 40'.						\$432.16	
		Installation	Quantity	Unit Price	Factor	=	Total			
			800.00	0.37	1.4600		432.16			
			Cupola							
61	09 91 13 00 0112 0206		For >10,000 To 20,000, Deduct						-\$2,546.24	
		Installation	Quantity	Unit Price	Factor	=	Total			
			10,900.00	-0.16	1.4600		-2,546.24			
62	09 91 13 00 0228	LF	1 Coat Primer, Brush/Roller Work, Paint Exterior Wood Door Frame And Trim						\$58.98	
		Installation	Quantity	Unit Price	Factor	=	Total			
			40.00	1.01	1.4600		58.98			
			2 Doors x 20 lf / Door = 40 LF							
63	09 91 13 00 0230	LF	2 Coats Paint, Brush/Roller Work, Paint Exterior Wood Door Frame And Trim						\$129.65	
		Installation	Quantity	Unit Price	Factor	=	Total			
			40.00	2.22	1.4600		129.65			
			2 Doors x 20 lf / Door = 40 LF							
64	09 91 13 00 0254	EA	1 Coat Primer, Brush/Roller Work, Paint Exterior Wood DoorOne face						\$235.99	
		Installation	Quantity	Unit Price	Factor	=	Total			
			4.00	40.41	1.4600		235.99			
			2 Double Doors = 4 Leafs							
65	09 91 13 00 0256	EA	2 Coats Paint, Brush/Roller Work, Paint Exterior Wood DoorOne face						\$420.77	
		Installation	Quantity	Unit Price	Factor	=	Total			
			4.00	72.05	1.4600		420.77			
			2 Double Doors = 4 Leafs							
66	09 91 13 00 0282	EA	>14 To 20 SF Window Size, 1 Coat Paint, Brush Work, Exterior Wood Window Including Trim						\$1,663.52	
		Installation	Quantity	Unit Price	Factor	=	Total			
			10.00	113.94	1.4600		1,663.52			
			Windows 18 & 20 SF Each							
67	09 91 13 00 0282 0224		For >5 To 10, Deduct						-\$83.22	
		Installation	Quantity	Unit Price	Factor	=	Total			
			10.00	-5.70	1.4600		-83.22			

**Contractor's Price Proposal - Detail Continues..**

**Work Order Number:** 113426.00  
**Work Order Title:** Mono County - Courthouse Exterior Painting

**Courthouse**

68	09 91 13 00 0283	EA	>20 To 26 SF Window Size, 1 Coat Paint, Brush Work, Exterior Wood Window Including Trim							\$2,622.45
		Installation	Quantity	Unit Price	Factor	=	Total			
			14.00	128.30	1.4600		2,622.45	x	x	
			Windows 25 SF Each							
69	09 91 13 00 0283 0225		For >10 To 25, Deduct							-\$262.25
		Installation	Quantity	Unit Price	Factor	=	Total			
			14.00	-12.83	1.4600		-262.25	x	x	
70	09 91 13 00 0284	EA	>26 To 34 SF Window Size, 1 Coat Paint, Brush Work, Exterior Wood Window Including Trim							\$2,285.50
		Installation	Quantity	Unit Price	Factor	=	Total			
			11.00	142.31	1.4600		2,285.50	x	x	
			Windows +/- 27 SF Each							
71	09 91 13 00 0284 0225		For >10 To 25, Deduct							-\$228.53
		Installation	Quantity	Unit Price	Factor	=	Total			
			11.00	-14.23	1.4600		-228.53	x	x	
72	09 91 13 00 0295	LF	1 Coat Primer, Brush/Roller Work, Paint Exterior Wood Window Frame And Trim							\$1,944.72
		Installation	Quantity	Unit Price	Factor	=	Total			
			1,200.00	1.11	1.4600		1,944.72	x	x	
			RED Paint Trim At Windows (Different Color from Perimeter window trim).							
73	09 91 13 00 0297	LF	2 Coats Paint, Brush/Roller Work, Paint Exterior Wood Window Frame And Trim							\$3,136.08
		Installation	Quantity	Unit Price	Factor	=	Total			
			1,200.00	1.79	1.4600		3,136.08	x	x	
			RED Paint Trim At Windows (Different Color from Perimeter window trim).							
74	09 91 13 00 0309	LF	1 Coat Primer, Brush/Roller Work, Paint Fascia Board							\$1,121.28
		Installation	Quantity	Unit Price	Factor	=	Total			
			1,200.00	0.64	1.4600		1,121.28	x	x	
			Fascia Paint							
75	09 91 13 00 0311	LF	2 Coats Paint, Brush/Roller Work, Paint Fascia Board							\$1,962.24
		Installation	Quantity	Unit Price	Factor	=	Total			
			1,200.00	1.12	1.4600		1,962.24	x	x	
			Fascia Paint							
76	09 91 13 00 0313	SF	1 Coat Primer, Brush/Roller Work, Paint Soffit							\$574.88
		Installation	Quantity	Unit Price	Factor	=	Total			
			525.00	0.75	1.4600		574.88	x	x	
			Soffits 350 LF x 1'6" = 525							
77	09 91 13 00 0315	SF	2 Coats Paint, Brush/Roller Work, Paint Soffit							\$988.79
		Installation	Quantity	Unit Price	Factor	=	Total			
			525.00	1.29	1.4600		988.79	x	x	
			Soffits 350 LF x 1'6" = 525							
78	09 91 13 00 0474	LF	1 Coat Paint, Brush Work, Paint Exterior Gutter And Downspout							\$154.32
		Installation	Quantity	Unit Price	Factor	=	Total			
			70.00	1.51	1.4600		154.32	x	x	
			Gutters & Downspouts at Rear of Building							
79	09 91 13 00 0475	LF	2 Coats Paint, Brush Work, Paint Exterior Gutter And Downspout							\$313.17
		Installation	Quantity	Unit Price	Factor	=	Total			
			110.00	1.95	1.4600		313.17	x	x	
			Gutters & Downspouts at Rear of Building							

**Contractor's Price Proposal - Detail Continues..**

**Work Order Number:** 113426.00  
**Work Order Title:** Mono County - Courthouse Exterior Painting

**Courthouse**

80	09 91 13 00 0478	SF	1 Coat Paint, Brush Work, Paint Exterior Wood Trim						\$4,590.06
			Installation	Quantity	Unit Price	Factor	=	Total	
	X			2,556.00	1.23	1.4600		4,590.06	
Exterior Trims Back Roll/Brush = Window Trims 1290 LF + Window Sills 175 LF + Quoins Lg 274 @ 1'8" If ea = 457 + Quoins sm 270 @ 1'4" If ea = 360 + Dentil Cornices 82 lg @ 6 If ea = 492 + Dentil Cornices 100 Sm @ 3 If ea = 300 + Eaves 365 LF + Rake Trim 152 LF + Flat Trim 1090 If + Roof Spikes 40 ea x1.5 x 2s = 120 If = Total 5071 LF @ Avg 6" = 2536 sf + Louvers 20 sf =2556 SF - No Materials									
81	09 91 13 00 0481	SF	1 Coat Paint, Brush/Roller Work, Paint Exterior Wood Trim						\$3,545.17
			Installation	Quantity	Unit Price	Factor	=	Total	
	X			2,556.00	0.95	1.4600		3,545.17	
Exterior Trims Back Roll/Brush = Window Trims 1290 LF + Window Sills 175 LF + Quoins Lg 274 @ 1'8" If ea = 457 + Quoins sm 270 @ 1'4" If ea = 360 + Dentil Cornices 82 lg @ 6 If ea = 492 + Dentil Cornices 100 Sm @ 3 If ea = 300 + Eaves 365 LF + Rake Trim 152 LF + Flat Trim 1090 If + Roof Spikes 40 ea x1.5 x 2s = 120 If = Total 5071 LF @ Avg 6" = 2536 sf + Louvers 20 sf =2556 SF - No Materials									
82	09 93 13 53 0002	SF	Stain Sealer, Brush Work						\$245.28
			Installation	Quantity	Unit Price	Factor	=	Total	
				200.00	0.84	1.4600		245.28	
Main Entry Door and Paneling									
83	09 93 13 53 0002 0349		For Ceiling Work, Add						\$6.42
			Installation	Quantity	Unit Price	Factor	=	Total	
				40.00	0.11	1.4600		6.42	
84	09 93 13 53 0003	SF	Stain Sealer, Brush/Roller Work						\$169.36
			Installation	Quantity	Unit Price	Factor	=	Total	
	X			200.00	0.58	1.4600		169.36	
Back roll stain no materials. Main Entry Door and Paneling									
85	09 93 13 53 0003 0349		For Ceiling Work, Add						\$5.26
			Installation	Quantity	Unit Price	Factor	=	Total	
				40.00	0.09	1.4600		5.26	
86	10 81 13 00 0019	SF	1/8" x 1/8" Mesh Flexible Polypropylene NettingTo control bird and marine predators.						\$3,861.70
			Installation	Quantity	Unit Price	Factor	=	Total	
				2,300.00	0.85	1.4600		2,854.30	
			Demolition	Quantity	Unit Price	Factor	=	Total	
				2,300.00	0.30	1.4600		1,007.40	
Bird Netting									
87	10 81 13 00 0030	EA	Poly Clips For Flexible Netting						\$5,845.46
			Installation	Quantity	Unit Price	Factor	=	Total	
				1,534.00	2.61	1.4600		5,845.46	
For Bird Netting Attachment 1/3 SF = 767 x 2= 1,534									

**Subtotal for Courthouse** **\$315,362.02**

**Mech Room**

88	01 22 16 00 0002	EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.						\$606.10
			Installation	Quantity	Unit Price	Factor	=	Total	
				551.00	1.00	1.1000		606.10	
Bond 2%									

**Contractor's Price Proposal - Detail Continues..**

**Work Order Number:** 113426.00  
**Work Order Title:** Mono County - Courthouse Exterior Painting

**Mech Room**

89	01 56 16 00 0003	SF	6 Mil, Plastic Sheeting, Applied To Walls							\$122.64
			Installation	Quantity	Unit Price	Factor	=	Total		
				200.00	0.42	1.4600		122.64		
			Protect Doors & Windows							
90	02 90 55 00 0386	ROL	Blue Masking (Painters) Tape, 1-1/2" x 198' For Emergency Clean-up							\$255.06
			Installation	Quantity	Unit Price	Factor	=	Total		
				10.00	17.47	1.4600		255.06		
			Protect Doors & Windows							
91	07 91 23 00 0004	LF	1/2" Polyethylene Or Polyurethane Backer Rod							\$409.53
			Installation	Quantity	Unit Price	Factor	=	Total		
				150.00	1.87	1.4600		409.53		
			Backer Rod at Deep Joints & siding gaps.							
92	07 92 13 00 0003	CLF	1/4" x 3/8" Joint, Silicone Sealant And Caulking							\$5,062.55
			Installation	Quantity	Unit Price	Factor	=	Total		
				10.00	346.75	1.4600		5,062.55		
			Sealant at All Joints and edges of Trims							
93	07 92 13 00 0003 0123		For 1 Part Mildew Resistant, Add							\$280.90
			Installation	Quantity	Unit Price	Factor	=	Total		
				10.00	19.24	1.4600		280.90		
94	09 01 90 52 0038	SF	Hand Scrape Wood Surfaces, Surface Preparation							\$2,557.92
			Installation	Quantity	Unit Price	Factor	=	Total		
				2,400.00	0.73	1.4600		2,557.92		
			Hand Scrape loose & Flakey Paint Areas 2400 sf							
95	09 01 90 52 0042	SF	Sanding Wood Trim Surfaces, Surface Preparation							\$3,574.08
			Installation	Quantity	Unit Price	Factor	=	Total		
				2,400.00	1.02	1.4600		3,574.08		
			Entire Building Area							
96	09 91 13 00 0107	SF	1 Coat Primer, Brush/Roller Work, Paint Exterior Smooth Wood Siding							\$1,681.92
			Installation	Quantity	Unit Price	Factor	=	Total		
				2,400.00	0.48	1.4600		1,681.92		
			Back Roll of Primer Coat (No Materials)							
97	09 91 13 00 0109	SF	2 Coats Paint, Brush/Roller Work, Paint Exterior Smooth Wood Siding							\$3,679.20
			Installation	Quantity	Unit Price	Factor	=	Total		
				2,400.00	1.05	1.4600		3,679.20		
			Back Roll of Spray Coat (No Materials)							
98	09 91 13 00 0110	SF	1 Coat Primer, Sprayed, Paint Exterior Smooth Wood Siding							\$1,962.24
			Installation	Quantity	Unit Price	Factor	=	Total		
				2,400.00	0.56	1.4600		1,962.24		
			Entire Building Area 2400 SF							
99	09 91 13 00 0112	SF	2 Coats Paint, Sprayed, Paint Exterior Smooth Wood Siding							\$3,784.32
			Installation	Quantity	Unit Price	Factor	=	Total		
				2,400.00	1.08	1.4600		3,784.32		
			Entire Building Area 2400 SF							
100	09 91 13 00 0228	LF	1 Coat Primer, Brush/Roller Work, Paint Exterior Wood Door Frame And Trim							\$58.98
			Installation	Quantity	Unit Price	Factor	=	Total		
				40.00	1.01	1.4600		58.98		
			Doors							

**Contractor's Price Proposal - Detail Continues..**

**Work Order Number:** 113426.00  
**Work Order Title:** Mono County - Courthouse Exterior Painting

**Mech Room**

101	09 91 13 00 0230	LF	2 Coats Paint, Brush/Roller Work, Paint Exterior Wood Door Frame And Trim						\$226.88
		Installation	Quantity	Unit Price	Factor	=	Total		
			70.00	2.22	1.4600		226.88		
102	09 91 13 00 0254	EA	1 Coat Primer, Brush/Roller Work, Paint Exterior Wood DoorOne face						\$235.99
		Installation	Quantity	Unit Price	Factor	=	Total		
			4.00	40.41	1.4600		235.99		
103	09 91 13 00 0256	EA	2 Coats Paint, Brush/Roller Work, Paint Exterior Wood DoorOne face						\$420.77
		Installation	Quantity	Unit Price	Factor	=	Total		
			4.00	72.05	1.4600		420.77		
104	09 91 13 00 0282	EA	>14 To 20 SF Window Size, 1 Coat Paint, Brush Work, Exterior Wood Window Including Trim						\$1,330.82
		Installation	Quantity	Unit Price	Factor	=	Total		
			8.00	113.94	1.4600		1,330.82		
105	09 91 13 00 0309	LF	1 Coat Primer, Brush/Roller Work, Paint Fascia Board						\$93.44
		Installation	Quantity	Unit Price	Factor	=	Total		
			100.00	0.64	1.4600		93.44		
			Fascia Paint						
106	09 91 13 00 0311	LF	2 Coats Paint, Brush/Roller Work, Paint Fascia Board						\$163.52
		Installation	Quantity	Unit Price	Factor	=	Total		
			100.00	1.12	1.4600		163.52		
			Fascia Paint						
107	09 91 13 00 0313	SF	1 Coat Primer, Brush/Roller Work, Paint Soffit						\$341.64
		Installation	Quantity	Unit Price	Factor	=	Total		
			312.00	0.75	1.4600		341.64		
			Soffits						
108	09 91 13 00 0315	SF	2 Coats Paint, Brush/Roller Work, Paint Soffit						\$587.62
		Installation	Quantity	Unit Price	Factor	=	Total		
			312.00	1.29	1.4600		587.62		
			Soffits						
109	09 91 13 00 0474	LF	1 Coat Paint, Brush Work, Paint Exterior Gutter And Downspout						\$308.64
		Installation	Quantity	Unit Price	Factor	=	Total		
			140.00	1.51	1.4600		308.64		
			Gutters & Down Spouts						
110	09 91 13 00 0475	LF	2 Coats Paint, Brush Work, Paint Exterior Gutter And Downspout						\$483.99
		Installation	Quantity	Unit Price	Factor	=	Total		
			170.00	1.95	1.4600		483.99		
			Gutters & Down Spouts						
111	09 91 13 00 0478	SF	1 Coat Paint, Brush Work, Paint Exterior Wood Trim						\$657.00
		Installation	Quantity	Unit Price	Factor	=	Total		
			300.00	1.50	1.4600		657.00		
			Exterior Trims Back Roll/Brush						
112	09 91 13 00 0481	SF	1 Coat Paint, Brush/Roller Work, Paint Exterior Wood Trim						\$416.10
		Installation	Quantity	Unit Price	Factor	=	Total		
			300.00	0.95	1.4600		416.10		
			Exterior Trims Back Roll/Brush						

**Subtotal for Mech Room**

**\$29,301.85**

**Storage Room**

**Contractor's Price Proposal - Detail Continues..**

**Work Order Number:** 113426.00  
**Work Order Title:** Mono County - Courthouse Exterior Painting

**Storage Room**

113	01 22 16 00 0002	EA	Reimbursable Fees	Reimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.						\$632.50
		Installation	Quantity	Unit Price	Factor	=	Total			
			575.00	1.00	1.1000		632.50			
		Bond 2%								
114	01 56 16 00 0003	SF	6 Mil, Plastic Sheeting, Applied To Walls							\$122.64
		Installation	Quantity	Unit Price	Factor	=	Total			
			200.00	0.42	1.4600		122.64			
		Protect Doors & Windows								
115	02 90 55 00 0386	ROL	Blue Masking (Painters) Tape, 1-1/2" x 198' For Emergency Clean-up							\$255.06
		Installation	Quantity	Unit Price	Factor	=	Total			
			10.00	17.47	1.4600		255.06			
		Protect Doors & Windows								
116	07 91 23 00 0004	LF	1/2" Polyethylene Or Polyurethane Backer Rod							\$409.53
		Installation	Quantity	Unit Price	Factor	=	Total			
			150.00	1.87	1.4600		409.53			
		Backer Rod at Deep Joints & siding gaps.								
117	07 92 13 00 0003	CLF	1/4" x 3/8" Joint, Silicone Sealant And Caulking							\$5,062.55
		Installation	Quantity	Unit Price	Factor	=	Total			
			10.00	346.75	1.4600		5,062.55			
		Sealant at All Joints and edges of Trims								
118	07 92 13 00 0003 0123		For 1 Part Mildew Resistant, Add							\$280.90
		Installation	Quantity	Unit Price	Factor	=	Total			
			10.00	19.24	1.4600		280.90			
119	09 01 90 52 0038	SF	Hand Scrape Wood Surfaces, Surface Preparation							\$2,557.92
		Installation	Quantity	Unit Price	Factor	=	Total			
			2,400.00	0.73	1.4600		2,557.92			
		Hand Scrape loose & Flakey Paint Areas 2400 sf								
120	09 01 90 52 0042	SF	Sanding Wood Trim Surfaces, Surface Preparation							\$3,574.08
		Installation	Quantity	Unit Price	Factor	=	Total			
			2,400.00	1.02	1.4600		3,574.08			
		Entire Building Area								
121	09 91 13 00 0107	SF	1 Coat Primer, Brush/Roller Work, Paint Exterior Smooth Wood Siding							\$1,681.92
		Installation	Quantity	Unit Price	Factor	=	Total			
			2,400.00	0.48	1.4600		1,681.92			
		Back Roll of Primer Coat (No Materials)								
122	09 91 13 00 0109	SF	2 Coats Paint, Brush/Roller Work, Paint Exterior Smooth Wood Siding							\$3,679.20
		Installation	Quantity	Unit Price	Factor	=	Total			
			2,400.00	1.05	1.4600		3,679.20			
		Back Roll of Spray Coat (No Materials)								
123	09 91 13 00 0110	SF	1 Coat Primer, Sprayed, Paint Exterior Smooth Wood Siding							\$1,962.24
		Installation	Quantity	Unit Price	Factor	=	Total			
			2,400.00	0.56	1.4600		1,962.24			
		Entire Building Area 2400 SF								

**Contractor's Price Proposal - Detail Continues..**

**Work Order Number:** 113426.00  
**Work Order Title:** Mono County - Courthouse Exterior Painting

**Storage Room**

124	09 91 13 00 0112	SF	2 Coats Paint, Sprayed, Paint Exterior Smooth Wood Siding						\$3,784.32	
		Installation	Quantity	Unit Price	Factor	=	Total			
			2,400.00	1.08	1.4600		3,784.32			
			Entire Building Area 2400 SF							
125	09 91 13 00 0228	LF	1 Coat Primer, Brush/Roller Work, Paint Exterior Wood Door Frame And Trim						\$103.22	
		Installation	Quantity	Unit Price	Factor	=	Total			
			70.00	1.01	1.4600		103.22			
			Doors							
126	09 91 13 00 0230	LF	2 Coats Paint, Brush/Roller Work, Paint Exterior Wood Door Frame And Trim						\$129.65	
		Installation	Quantity	Unit Price	Factor	=	Total			
			40.00	2.22	1.4600		129.65			
127	09 91 13 00 0254	EA	1 Coat Primer, Brush/Roller Work, Paint Exterior Wood DoorOne face						\$118.00	
		Installation	Quantity	Unit Price	Factor	=	Total			
			2.00	40.41	1.4600		118.00			
128	09 91 13 00 0256	EA	2 Coats Paint, Brush/Roller Work, Paint Exterior Wood DoorOne face						\$210.39	
		Installation	Quantity	Unit Price	Factor	=	Total			
			2.00	72.05	1.4600		210.39			
129	09 91 13 00 0282	EA	>14 To 20 SF Window Size, 1 Coat Paint, Brush Work, Exterior Wood Window Including Trim						\$665.41	
		Installation	Quantity	Unit Price	Factor	=	Total			
			4.00	113.94	1.4600		665.41			
130	09 91 13 00 0309	LF	1 Coat Primer, Brush/Roller Work, Paint Fascia Board						\$93.44	
		Installation	Quantity	Unit Price	Factor	=	Total			
			100.00	0.64	1.4600		93.44			
			Fascia Paint							
131	09 91 13 00 0311	LF	2 Coats Paint, Brush/Roller Work, Paint Fascia Board						\$163.52	
		Installation	Quantity	Unit Price	Factor	=	Total			
			100.00	1.12	1.4600		163.52			
			Fascia Paint							
132	09 91 13 00 0313	SF	1 Coat Primer, Brush/Roller Work, Paint Soffit						\$328.50	
		Installation	Quantity	Unit Price	Factor	=	Total			
			300.00	0.75	1.4600		328.50			
			Soffits							
133	09 91 13 00 0315	SF	2 Coats Paint, Brush/Roller Work, Paint Soffit						\$565.02	
		Installation	Quantity	Unit Price	Factor	=	Total			
			300.00	1.29	1.4600		565.02			
			Soffits							
134	09 91 13 00 0474	LF	1 Coat Paint, Brush Work, Paint Exterior Gutter And Downspout						\$264.55	
		Installation	Quantity	Unit Price	Factor	=	Total			
			120.00	1.51	1.4600		264.55			
			Gutters & Down Spouts							
135	09 91 13 00 0475	LF	2 Coats Paint, Brush Work, Paint Exterior Gutter And Downspout						\$427.05	
		Installation	Quantity	Unit Price	Factor	=	Total			
			150.00	1.95	1.4600		427.05			
			Gutters & Down Spouts							
136	09 91 13 00 0478	SF	1 Coat Paint, Brush Work, Paint Exterior Wood Trim						\$657.00	
		Installation	Quantity	Unit Price	Factor	=	Total			
			300.00	1.50	1.4600		657.00			
			Exterior Trims Back Roll/Brush							



**Contractor's Price Proposal - Detail Continues..**

**Work Order Number:** 113426.00  
**Work Order Title:** Mono County - Courthouse Exterior Painting

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**Storage Room**

137	09 91 13 00 0481	SF	1 Coat Paint, Brush/Roller Work, Paint Exterior Wood Trim				\$416.10
			Quantity		Unit Price	Factor	Total
	x	Installation	300.00	x	0.95	x 1.4600 =	416.10
		Exterior Trims Back Roll/Brush					

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**Subtotal for Storage Room** **\$28,144.71**

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**Proposal Total** **\$372,808.58**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.



**TRAVELERS**  
ONE TOWER SQUARE  
HARTFORD CT 06183

WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 ( A ) - 001

POLICY NUMBER: 05-53427877-31-26-G

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS  
ENDORSEMENT - CALIFORNIA  
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

WATER AND SEWER LINE AND RELAT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium

Insurance Company

Countersigned by \_\_\_\_\_

DATE OF ISSUE: 05-24-21 ST ASSIGN

Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. Who Is An Insured – Unnamed Subsidiaries
- B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations
- C. Incidental Medical Malpractice
- D. Blanket Waiver Of Subrogation
- E. Contractual Liability – Railroads
- F. Damage To Premises Rented To You

### PROVISIONS

#### A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to SECTION II – WHO IS AN INSURED:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. An organization other than a partnership, joint venture or limited liability company; or
  - b. A trust;
- as indicated in its name or the documents that govern its structure.

#### B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to SECTION II – WHO IS AN INSURED:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

## COMMERCIAL GENERAL LIABILITY

### C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph b. of the definition of "occurrence" in the DEFINITIONS Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of SECTION III – LIMITS OF INSURANCE:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., Exclusions, of SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

#### Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of

pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the DEFINITIONS Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances

6. The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

### D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or

- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

### E. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the DEFINITIONS Section:

- c. Any easement or license agreement;

COMMERCIAL GENERAL LIABILITY

2. Paragraph f.(1) of the definition of "insured contract" in the DEFINITIONS Section is deleted.

**F. DAMAGE TO PREMISES RENTED TO YOU**

The following replaces the definition of "premises damage" in the DEFINITIONS Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner, or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.



**CHANGE ENDORSEMENT**

**INSURING COMPANY:** St. Paul Surplus Lines Insurance Company

001

**NAMED INSURED:** NORTH STAR CONSTRUCTION AND

**POLICY NUMBER:** ZCE-31N39109-21-SK

**POLICY EFFECTIVE DATE:** 03/23/21

**POLICY EXPIRATION DATE:** 03/23/22

**ISSUE DATE:** 11/11/21

**PREMIUM:** \$0.00

Effective from 11/10/2021 at the time of day the policy becomes effective.  
THIS INSURANCE IS AMENDED AS FOLLOWS:

THE ADDITIONAL INSURED - DESIGNATED PERSONS OR ORGANIZATIONS FOR CONTRACTORS  
POLLUTION LEGAL LIABILITY ENDORSEMENT FORM NUMBER: RP 05 25 IS HEREBY ADDED  
TO YOUR POLICY.

SEE THE ENCLOSED FORMS FOR DETAILS.

NAME AND ADDRESS OF AGENT OR BROKER      Countersigned by

AMWINS BROKERAGE OF NE  
308 FARMINGTON AVE  
FARMINGTON CT 06032

\_\_\_\_\_  
Authorized Representative

DATE: \_\_\_\_\_

Office: NATIONAL PROGRAMS

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED PERSONS OR ORGANIZATIONS FOR CONTRACTORS POLLUTION LEGAL LIABILITY**

This endorsement modifies insurance provided under the following:

CONTRACTORS PROFESSIONAL LIABILITY - CLAIMS-MADE AND CONTRACTORS POLLUTION LIABILITY COVERAGE FORM

**SCHEDULE OF DESIGNATED PERSONS OR ORGANIZATIONS FOR CONTRACTORS POLLUTION LEGAL LIABILITY**

**Persons or Organizations:**

COUNTY OF BUTTE, ITS OFFICERS, OFFICIALS, EMPLOYEES, AND VOLUNTEERS  
 25 COUNTRY CENTER DRIVE  
 OROVILLE, CA 95965

**PROVISIONS**

1. The following is added to the definition of "insured" in **SECTION VI – DEFINITIONS:**

Only for the purposes of Coverage **B**, "insured" also means any person or organization shown in the Schedule Of Designated Persons Or Organizations For Contractors Pollution Legal Liability.

However, such person or organization is an "insured" only for "bodily injury", "property damage" or "pollution clean-up costs" arising out of "covered operations" performed by or on behalf of any "named insured" and only to the extent that the "bodily injury", "property damage" or "environmental damage" results from "pollution conditions" caused by acts or omissions of such "named insured" or any of such "named insured's" subcontractors.

Also, if the "named insured" agreed in a written contract to include such person or organization as an additional insured under this insurance:

- (1) No such person or organization is an "insured" for "bodily injury", "property damage", or "environmental damage" arising out of:
  - (a) "Pollution conditions" that commenced before that written contract was signed by the "named insured"; or
  - (b) "Pollution conditions", or any incident, condition or other circumstance which could become "pollution conditions", that was known, or reasonably should have been known, by such person or organization or by any of that organization's employees, and that was not previously disclosed to a "responsible person" before that written contract was signed by the "named insured"; and
- (2) The limits of insurance provided to such person or organization will be the minimum limits which the "named insured" agreed to provide in that written contract, or the limits shown in the Declarations, whichever are less.



CONTRACTORS PROFESSIONAL AND POLLUTION LIABILITY

2. The following is added to Exclusion **c.**, **Claims By Insureds Against Insureds Or By Related Persons Or Organizations**, in Paragraph 4. of **SECTION I - COVERAGES - COVERAGE B CONTRACTORS POLLUTION LIABILITY**:

Paragraph (1) of this exclusion also does not apply to any "claim" by or on behalf of any person or organization that qualifies as an "insured" under the Additional Insured - Designated Persons Or Organizations For Contractors Pollution Legal Liability endorsement issued by the "company" as part of this policy.

3. The following is added to Exclusion **s.**, **Unnamed Partnership, Joint Venture Or Limited Liability Company**, in Paragraph 4. of **SECTION I - COVERAGES - COVERAGE B CONTRACTORS POLLUTION LIABILITY**:

This exclusion also does not apply to the extent such organization qualifies as an "insured" under the Additional Insured - Designated Persons Or Organizations For Contractors Pollution Legal Liability endorsement issued by the "company" as part of this policy.

4. The following is added to Paragraph **f.(1)** of Paragraph 12., **Other Insurance**, in **SECTION V - CONDITIONS**:

This paragraph also does not apply to any other insurance that is available to any person or organization that qualifies as an "insured" under the Additional Insured - Designated Persons Or Organizations For Contractors Pollution Legal Liability endorsement issued by the "company" as part of this policy.

5. The following is added to Paragraph **f.** of Paragraph 12., **Other Insurance**, in **SECTION V - CONDITIONS**:

Pollution Legal Liability in Coverage **B** of this insurance also is excess over any valid and collectible other insurance, whether such other insurance is primary, excess, or contingent or on any other basis, that is available to any person or organization that qualifies as an "insured" under the Additional Insured - Designated Persons Or Organizations For Contractors Pollution Legal Liability endorsement issued by the "company" as part of this policy. However, if the "named insured" specifically agrees in a written contract that the insurance provided to such person or organization must apply on a primary basis, or a primary and non-contributory basis, Pollution Legal Liability in Coverage **B** of this insurance is primary to other insurance that is available to such person or organization which covers that person or organization as a named insured, and the "company" will not share with that other insurance. Pollution Legal Liability in Coverage **B** of this insurance still is excess over any valid and collectible other insurance, whether such other insurance is primary, excess, contingent or on any other basis, that is available to such person or organization which covers that person or organization as:

- (a) An additional insured by attachment of an endorsement under the other insurance; or
- (b) Any other insured that is not a named insured under the other insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE – CONTRACTORS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

### **PROVISIONS**

1. The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is a named insured when a written contract or agreement with you, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 6, 2023

**Departments: CAO**

**TIME REQUIRED**

**SUBJECT** AT HOME Resolution

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Proposed resolution Joining the California State Association of Counties' AT HOME Coalition for Accountability and Supporting the AT HOME Plan.

**RECOMMENDED ACTION:**

Adopt proposed resolution. Provide any desired direction to staff.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Mary Booher

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

**SEND COPIES TO:**

CSAC, Graham Knaus gknaus@counties.org

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">AT HOME Resolution Staff Report</a>
<a href="#">AT HOME Resolution (SS)</a>

**History**

Time	Who	Approval
5/25/2023 2:02 PM	County Counsel	Yes
5/24/2023 8:26 AM	Finance	Yes

5/25/2023 3:58 PM

County Administrative Office

Yes



June 6, 2023

To: Mono County Board of Supervisors

From: Mary Booher, Interim County Administrative Officer

RE: AT HOME Resolution

**BOARD OF SUPERVISORS**

CHAIR

Rhonda Duggan / District 2

VICE CHAIR

John Peters / District 4

Bob Gardner / District 3

Lynda Salcido / District 5

Jennifer Kreitz / District 1

**COUNTY DEPARTMENTS**

ASSESSOR

Hon. Barry Beck

DISTRICT ATTORNEY

Hon. David Anderson

SHERIFF / CORONER

Hon. Ingrid Braun

ANIMAL SERVICES

Chris Mokracek (Interim)

BEHAVIORAL HEALTH

Robin Roberts

COMMUNITY DEVELOPMENT

Wendy Sugimura

COUNTY CLERK-RECORDER

Scheereen Dedman

COUNTY COUNSEL

Stacey Simon, Esq.

ECONOMIC DEVELOPMENT

Jeff Simpson

EMERGENCY MEDICAL SERVICES

Bryan Bullock

FINANCE

Janet Dutcher

CPA, CGFM, MPA

INFORMATION TECHNOLOGY

Milan Salva (Interim)

PROBATION

Karin Humiston

PUBLIC HEALTH

Kathy Peterson (Interim)

PUBLIC WORKS

Paul Roten

SOCIAL SERVICES

Kathy Peterson

**Strategic Plan Focus Areas Met**

A Thriving Economy     Safe and Healthy Communities

Sustainable Public Lands     Workforce & Operational Excellence

On March 16, the California State Association of Counties (CSAC) introduced their AT HOME initiative, a comprehensive plan to address homelessness. The six pillars of this plan are **Accountability, Transparency, Housing, Outreach, Mitigation, and Economic Opportunity**. Since introduction, CSAC has drafted the Accountability pillar as Trailer Bill Language and is advocating for including in the 2023-24 state budget.

If adopted, the attached resolution will be shared with CSAC, in support of the legislative efforts towards a comprehensive plan. While homelessness looks different in Mono County than it does in many other counties, the pillars of AT HOME support Mono County and our partners in addressing these needs comprehensively.



R23-\_\_

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS JOINING  
THE CALIFORNIA STATE ASSOCIATION OF COUNTIES' AT HOME COALITION  
FOR ACCOUNTABILITY AND SUPPORTING THE AT HOME PLAN**

**WHEREAS**, homelessness is an urgent humanitarian crisis with an estimated 172,000 unsheltered individuals across California; and

**WHEREAS**, the undertow of massive economic and systemic inequities, as well as a tangled web of decisions made by well-intentioned policies and programs built over decades, continues to inhibit efforts to support those who are unhoused or at risk of becoming unhoused; and

**WHEREAS**, unlike other areas of government such as education, child welfare, infrastructure and many other policy areas, California lacks a comprehensive plan to address those who are unhoused and at-risk of becoming unhoused effectively and equitably; and

**WHEREAS**, the current approach to addressing homelessness is fragmented and lacks clear lines of responsibility, accountability and sustainability; and

**WHEREAS**, to make meaningful progress in helping those who are unhoused and housing insecure, the California State Association of Counties (CSAC) offers a first-of-its-kind comprehensive approach to address homelessness; and

**WHEREAS**, the AT HOME plan includes broad goals and specific policy proposals to ensure clear lines of responsibility and accountability for every level of government and improve the way California collectively responds to those who are unhoused or at risk of becoming unhoused; and

**WHEREAS**, the six pillars of AT HOME stand for Accountability, Transparency, Housing, Outreach, Mitigation, and Economic opportunity; and

1           **WHEREAS**, AT HOME elevates homelessness as an important shared California  
2 priority, similar to how education, child welfare, infrastructure, etc. are prioritized; and

3           **WHEREAS**, AT HOME provides a comprehensive roadmap to reducing and mitigating  
4 homelessness; and

5  
6           **WHEREAS**, counties run or administer most health and human services programs on  
7 behalf of the state and federal government; and

8           **WHEREAS**, these programs include CalWORKs, Medi-Cal, mental health and  
9 substance use disorder services, In-Home Supportive Services, Child Welfare Services, Adult  
10 Protective Services, and CalFresh; and

11           **WHEREAS**, California’s counties are at the frontlines of these crucial safety net  
12 programs;

13  
14           **NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF**  
15 **MONO RESOLVES that:**

16           **SECTION ONE:** The County of Mono supports the CSAC AT HOME Plan.

17  
18           **SECTION TWO:** The County hereby joins a growing coalition of local government,  
19 public safety, social justice, health, labor, housing, community and other organizations  
20 throughout the state in support of AT HOME.

21           **PASSED, APPROVED and ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2023, by  
22 the following vote, to wit:

23           **AYES:**

24           **NOES:**

25           **ABSENT:**

26           **ABSTAIN:**

27  
28           \_\_\_\_\_  
Rhonda Duggan, Chair  
Mono County Board of Supervisors

29           **ATTEST:**

30           **APPROVED AS TO FORM:**

31  
32           \_\_\_\_\_  
Clerk of the Board

31  
32           \_\_\_\_\_  
County Counsel



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 6, 2023

**Departments: Emergency Medical Services**

**TIME REQUIRED**

**SUBJECT** Ambulance and Gurney/Load System  
Purchase

**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 Braun Northwest Inc. and Stryker pertaining to the Purchase Order Agreement for an ambulance/patient compartment module, and gurney/load system.

**RECOMMENDED ACTION:**

Approve, and authorize the CAO to sign, contract for purchase of Braun ambulance/patient module and Stryker gurney/load system on behalf of the County.

**FISCAL IMPACT:**

The total amount to purchase both the ambulances with patient module, and the Stryker gurney with the loading system will not exceed \$303,000. This will include the taxes that were not included in the total cost presented to the Board on May 1st. On the May 1, 2023, Budget Workshop, the Board identified \$280,000 of one-time funds to be included in the FY 2023-24 Budget in support of this purchase.

**CONTACT NAME:** Bryan Bullock

**PHONE/EMAIL:** 7609244632 / bbullock@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<b>Click to download</b>
<input type="checkbox"/> <a href="#">Braun Northwest Short Form Contract</a>
<input type="checkbox"/> <a href="#">Braun HGAC Proposal</a>
<input type="checkbox"/> <a href="#">Patient module specifications</a>
<input type="checkbox"/> <a href="#">Ambulance &amp; patient module detailed specifications</a>
<input type="checkbox"/> <a href="#">Stryker Medical Short Form Contract</a>



[Stryker gurney & power load system Purchase Order Form](#)

[Stryker gurney & power load system detailed product quote](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
5/26/2023 4:11 PM	County Counsel	Yes
5/24/2023 8:24 AM	Finance	Yes
5/26/2023 4:15 PM	County Administrative Office	Yes



Mono County Short Form Contract-Services

This Short Form Contract ("Contract") is made by and between the County of Mono ("County") and the party to which this Contract is addressed ("Contractor"), effective as of the date set forth above.

1. Contractor shall provide to County all services and associated materials, if any, as described, for the compensation, and within the time period specified or referenced on the reverse side of this Contract.
2. County shall make payment to Contractor for such services in accordance with the terms set forth herein within thirty (30) days after its receipt of an accurate, itemized written statement or invoice from Contractor.
3. Contractor shall comply with all applicable laws in the provision of services and associated materials, if any, pursuant to this Contract. Further, Contractor shall obtain and maintain all such licenses and permits, or other authorizations, as are required for it to provide the services and associated materials, if any, as have been requested of it by County pursuant to this Contract.
4. Contractor waives any right to, and shall deliver possession and title to County of, all publications, computer programs, inventions, or other property which result from the Contractor's performance of services pursuant to this Contract unless otherwise expressly agreed in writing by County.
5. Contractor shall, and shall require its agents, officers and employees to, maintain the confidentiality of any and all proprietary, privileged, or otherwise confidential information in County's possession and obtained by Contractor et al. as the result of their performance of this Contract, and shall refrain from disclosing or using such information except as necessary to provide the services and associated materials, if any, pursuant to this Contract.
6. Contractor shall maintain workers' compensation insurance to the extent required by law, and shall maintain at least the minimum types and amounts of other insurance coverage as are usually and customarily maintained by persons or firms engaged in the provision of the same or similar type of services and associated materials, if any, as called for by this Contract. Contractor shall add the County of Mono, its officers, agents, employees, and volunteers as additional insured to their general liability policy relating to all work performed under this Contract. Contractor's worker's compensation policy shall be endorsed with a waiver of subrogation in favor of County.
7. Contractor shall defend, indemnify, and hold harmless County, its agents, officers, employees and volunteers from and against any and all claims, liability, and other costs, including litigation costs and attorney's fees, arising out of or resulting from acts or omissions of Contractor, or Contractor's agents, officers, employees, or volunteers, or any person for whose acts or omission any of them may be liable, in the provision of services and associated materials, if any, hereunder.
8. Contractor shall prepare and maintain such records as may be required by law or this Contract regarding the Contractor's provision of services and associated materials, if any, pursuant to this Contract, and shall make such records available for inspection by County and other authorized entities and persons for reasonable requested audit or evaluation purposes.
9. Contractor shall refrain from, and require its agents, officers, and employees to refrain from, discriminating in violation of applicable federal or state law against any person in the course of providing services and associated materials, if any, pursuant to this Contract.
10. Contractor shall provide to County all warranties for all materials provided pursuant to this Contract which are impliedly or expressly provided by law or which the manufacturer customarily provides to purchasers or users.
11. This Contract may be terminated by either party upon at least ten (10) days prior written notice. Contractor shall be entitled to payment for services and associated materials, if any, provided prior to its receipt of notice of termination in accordance with terms and condition of this Contract.
12. This Contract may be amended only by mutual written consent of the parties; it is intended as the entire agreement between the parties, superseding all previous agreements between them. If any portion of this Contract is determined to be invalid, the remaining portions shall continue in full force and effect.
13. This Contract is governed by California law. Venue for any legal proceeding arising out of or related to it shall be in Mono County, California. If either party initiates legal proceedings against the other party with respect to the Contract, the non-prevailing party shall pay the prevailing party's costs and expenses (including reasonable attorney's fees).
14. The parties are independent contractors, and the employees, officers, and agents of one party shall not be deemed to be employees of the other party for any purpose.
15. By Contractor's signature on this Contract and/or Contractor's provision of services and associated materials, if any, pursuant to this Contract shall constitute Contractor's agreement to its terms and conditions. County's issuance of this Contract constitutes County's agreement to its terms and conditions.
16. Notwithstanding the above, this Contract is subject to and incorporates herein the terms of such bid specifications, if any, issued by County concerning the services rendered by Contractor.
17. In accordance with the California Labor Code, Contractor is advised that some or all of the services Contractor is to provide County pursuant to this Contract may constitute a "public work." Accordingly, Contractor, and any subcontractor, shall pay to all workers employed in the performance of such services not less than the general prevailing rate of per diem wages for regular, holiday, and overtime work. The general prevailing rates of per diem wages have been determined by the Director of the California Department of Industrial Relations (DIR); copies of the Director's determinations are on file at the Mono County Department of Public Works, 74 N. School Street, Bridgeport and are available upon request. For services constituting a public work, Contractor (and any subcontractor) must be registered with the DIR and is subject to compliance monitoring and enforcement by the DIR.
18. Vendors providing services within Mono County are required to obtain a business license and provide a W-9.
19. All services and materials must be provided or delivered within 120 days of the above date, after which this Contract becomes void. If a shorter period is provided on the reverse side of the Contract, then it shall govern.

# BRAUN-NW inc.

150 North Star Drive / PO Box 1204 / Chehalis, WA 98532 / 360.748.0195 / 800.245.6303 / fax 360.748.0256

## HGAC DEMONSTRATOR PROPOSAL

May 3, 2023

Mono County  
Attn: Bryan Bullock  
199 Twin Lakes  
Bridgeport, CA 93517  
[bullock@mono.ca.gov](mailto:bullock@mono.ca.gov)

RE: One (1) 2023 North Star 147-1 Demonstrator #3737-1

Braun Northwest is pleased to offer the following proposal which is based upon HGAC Contract AM10-20:

One (1) 2023 North Star 147-1 Demonstrator #3737-1 on a 2023 Ram 3500 4x4 ambulance prep diesel chassis per enclosed specifications dated 3/17/23 and drawings dated 3/8/23 with the following modifications:

- Install diamond grade Chevrons on rear of the module, excluding doors
- Utilize Striping and Lettering to match Sections 3.04, 3.04.01, and 3.05 of "As-Built" specifications dated 12/30/20 of NS vehicle #3172-1
- Install customer supplied Stryker Power-LOAD loading system

Base Price HGAC CA03 .....	\$163,737.00
Published/Unpublished options taken .....	\$ 57,897.00
HGAC Fee .....	\$ 1,000.00
Total F.O.B. Bridgeport, CA.....	<u>\$222,634.00*</u>

Sales tax not included

F.O.B.: Bridgeport, California

Delivery: October 2023, based upon current manufacturing plan and receipt of chassis.

Terms: Ninety percent (90%) payment due upon receipt of vehicle. Balance due in thirty (30) days.

*\*Note: Vehicle offered on first come first served basis and is being offered to other agencies. Pricing above is based upon signed proposal being returned prior to unit entering production. Should unit be in production when signed proposal is returned, pricing will be adjusted accordingly and some options might not be able to be offered any longer.*

Travel is included for two persons, flying from Reno, NV and return for the final inspection.

*(Note: This bid is contingent on use of customer's Government RAM Fleet Account Number.) Failure to secure a FAN will increase the price by the amount of the chassis discount.*

*Braun Northwest, Inc. is a California dealer (#16055) with insurance information available upon request.*

Respectfully Submitted by:  
Braun Northwest, Inc.

We agree to accept the above proposal:  
Mono County

Tami McCallum, V.P. of Sales

Signature

Date

Date:

Printed Name

Title



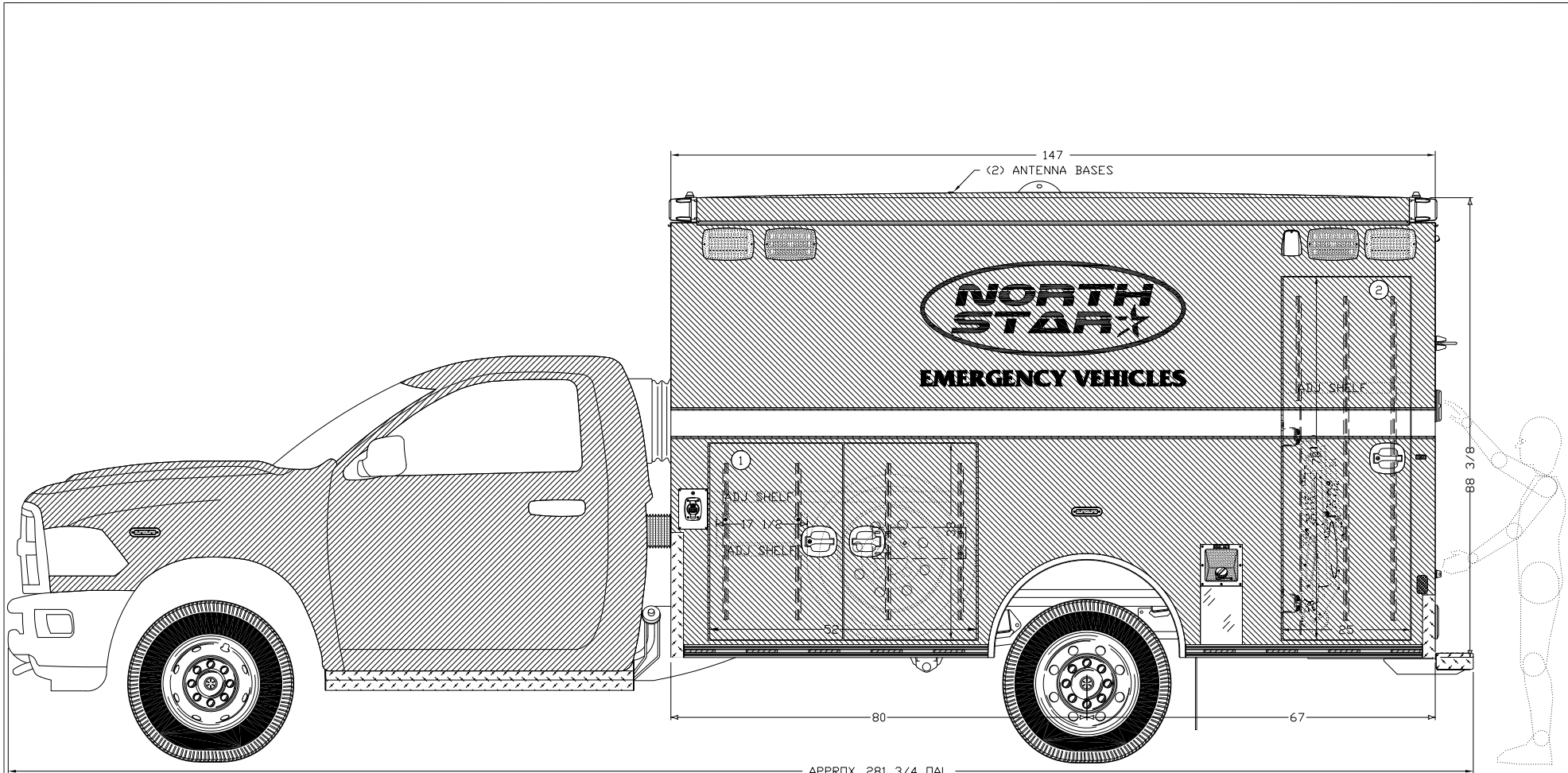
TM

Cc BC

Enclosures: Specifications, drawings

EMERGENCY VEHICLES

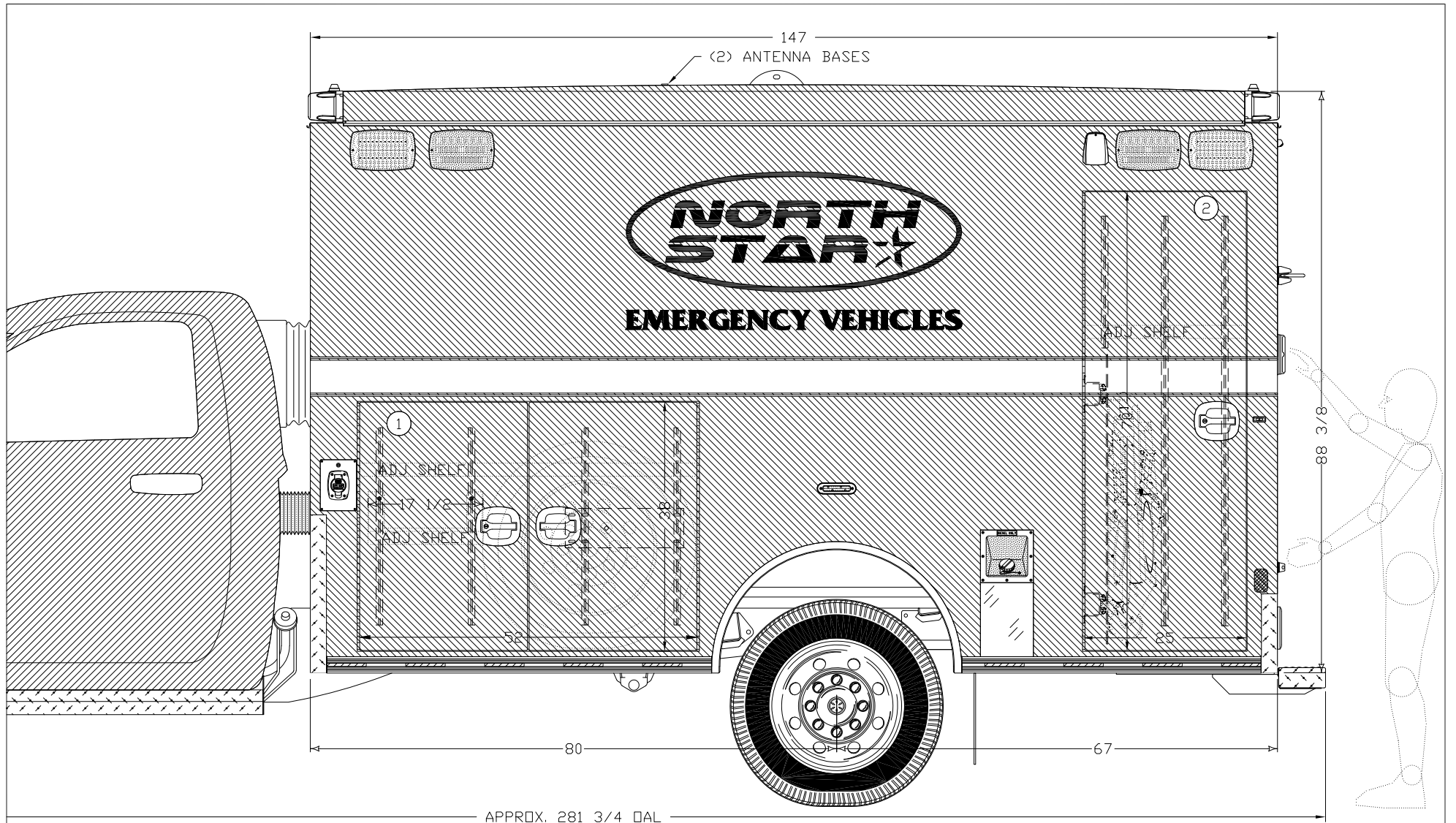
[www.braunnw.com](http://www.braunnw.com)



<b>Braun Northwest, Inc.</b>			
Department	SALES		Rev
Dwg. Name	202X_RAM_D3500_DEMO1		
Client	DODGE RAM D3500 4X4 DEMO		
Date	03/08/2023	Drawing By	A.R.A.

TITLE:

EXTERIOR S/S VIEW

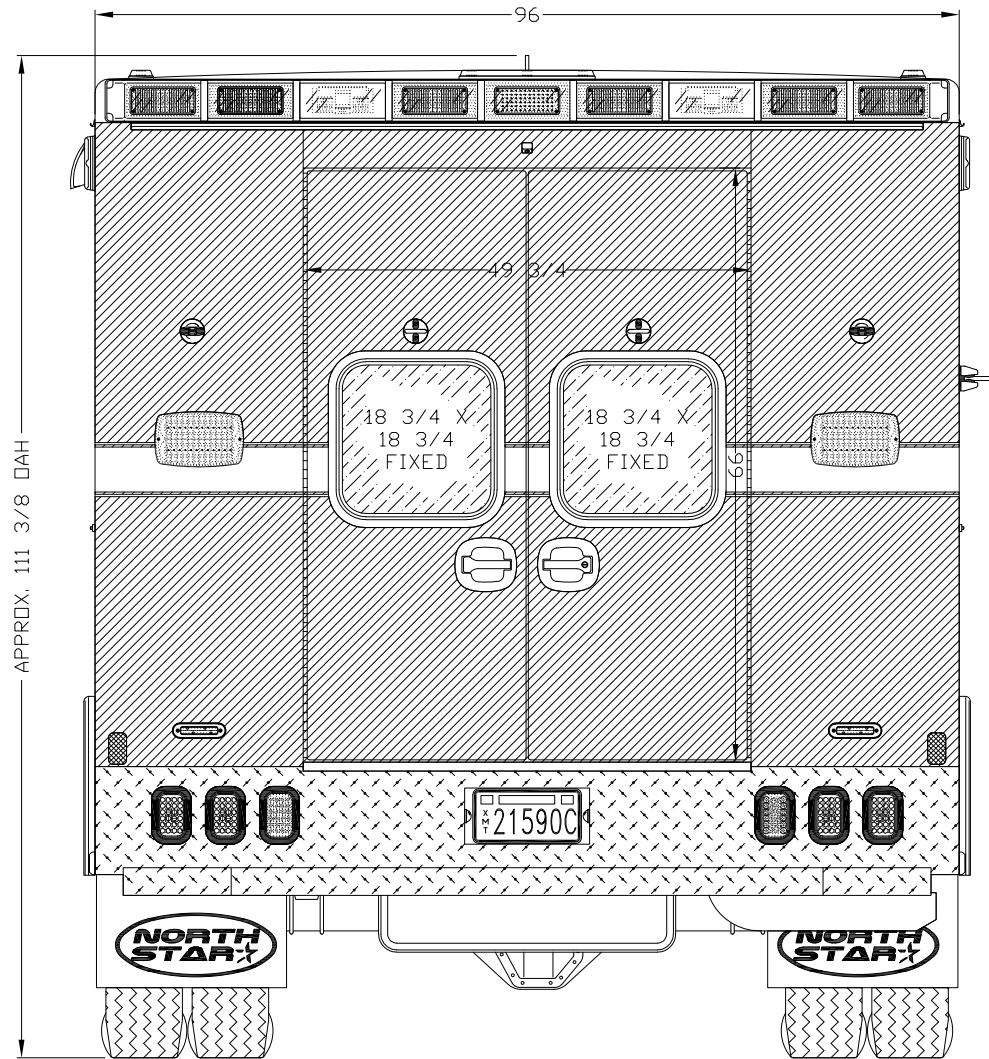


### Braun Northwest, Inc.

Department	SALES		Rev
Dwg. Name	202X_RAM_D3500_DEMO1		
Client	DODGE RAM D3500 4X4 DEMO		
Date	03/08/2023	Drawing By	A.R.A.

TITLE:

EXTERIOR S/S VIEW

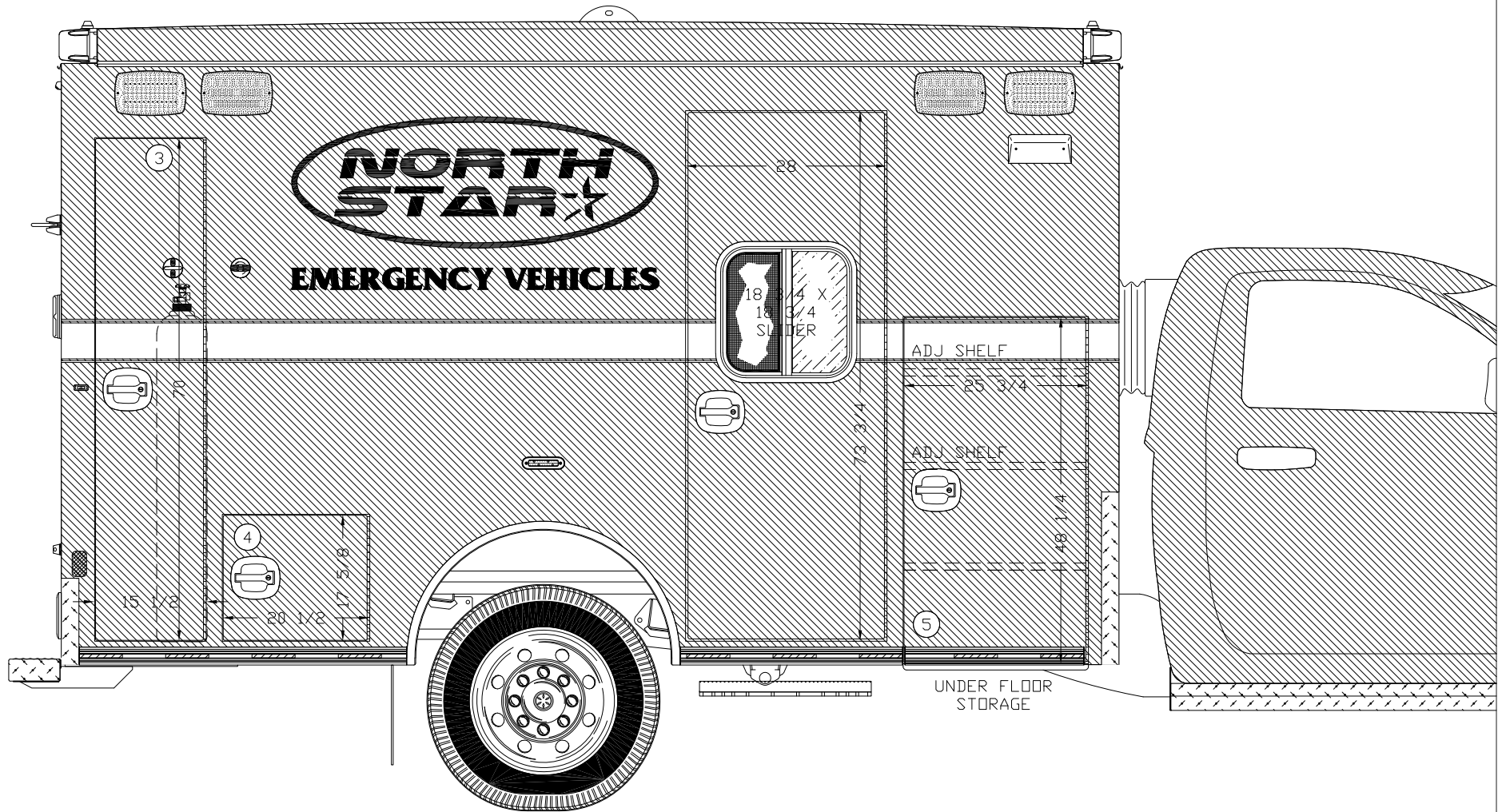


## Braun Northwest, Inc.

Department	SALES	Rev
Dwg. Name	202X_RAM_D3500_DEMO2	
Client	DODGE RAM D3500 4X4 DEMO	
Date	03/08/2023	Drawing By A.R.A.

TITLE:

EXTERIOR REAR VIEW

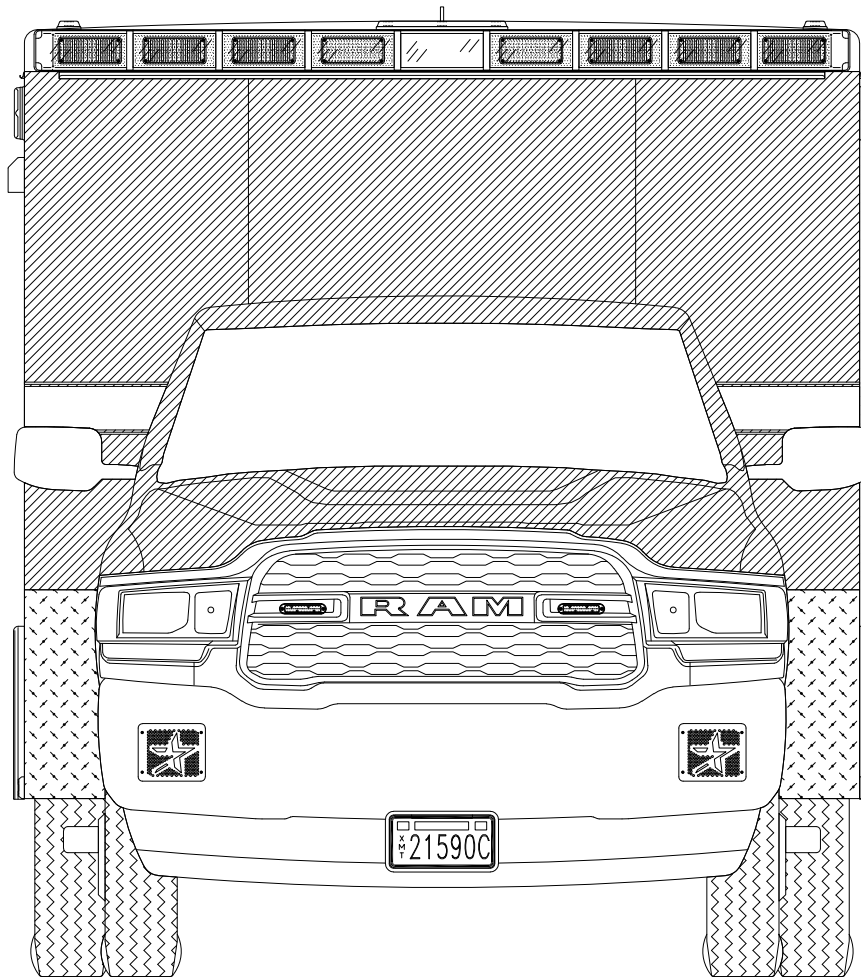


### Braun Northwest, Inc.

Department	SALES		Rev
Dwg. Name	202X_RAM_D3500_DEMO3		
Client	DODGE RAM D3500 4X4 DEMO		
Date	03/08/2023	Drawing By	A.R.A.

TITLE: EXTERIOR C/S VIEW



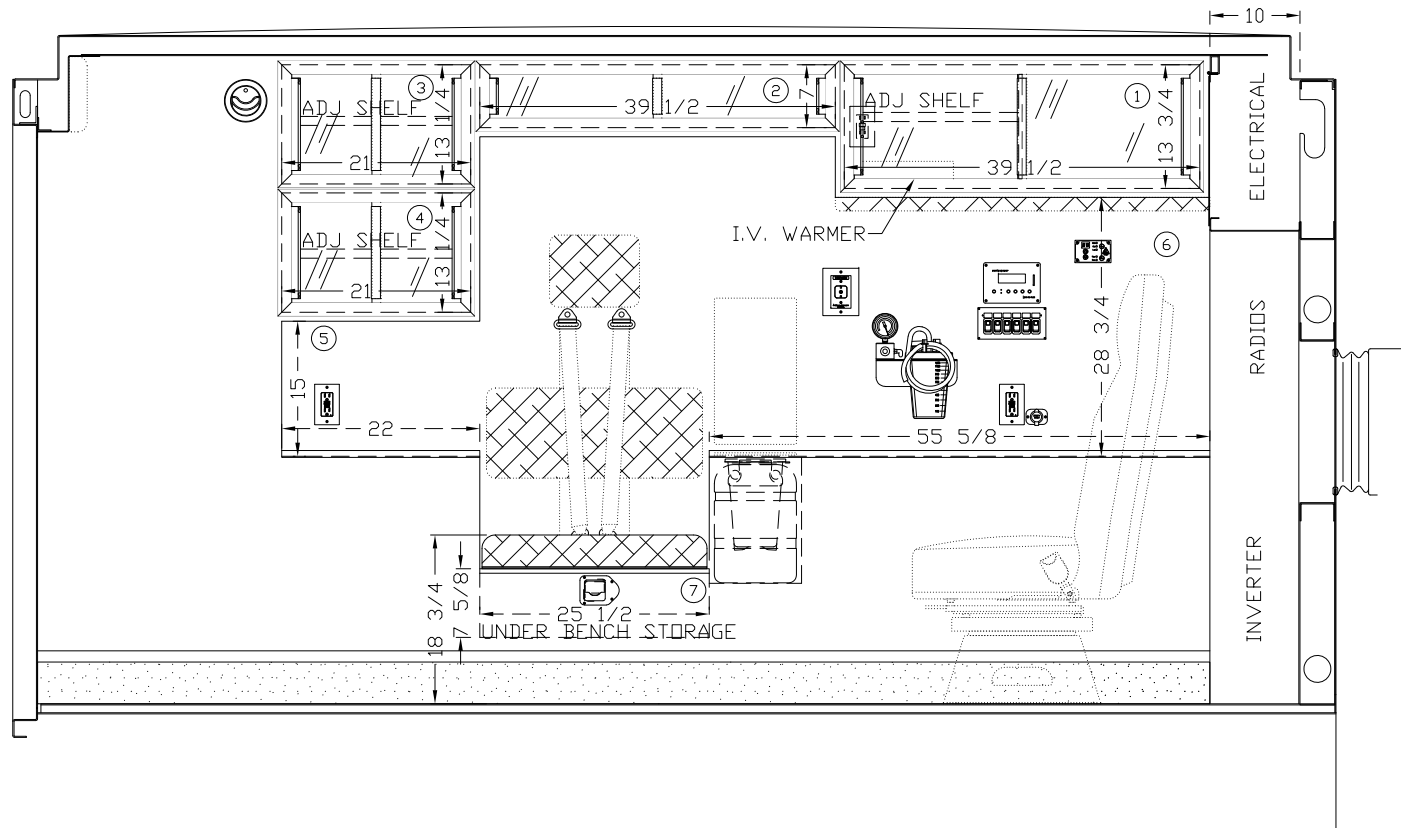


### Braun Northwest, Inc.

Department	SALES	Rev
Dwg. Name	202X_RAM_D3500_DEMO4	
Client	DODGE RAM D3500 4X4 DEMO	
Date	03/08/2023	Drawing By A.R.A.

TITLE:

EXTERIOR FRONT VIEW

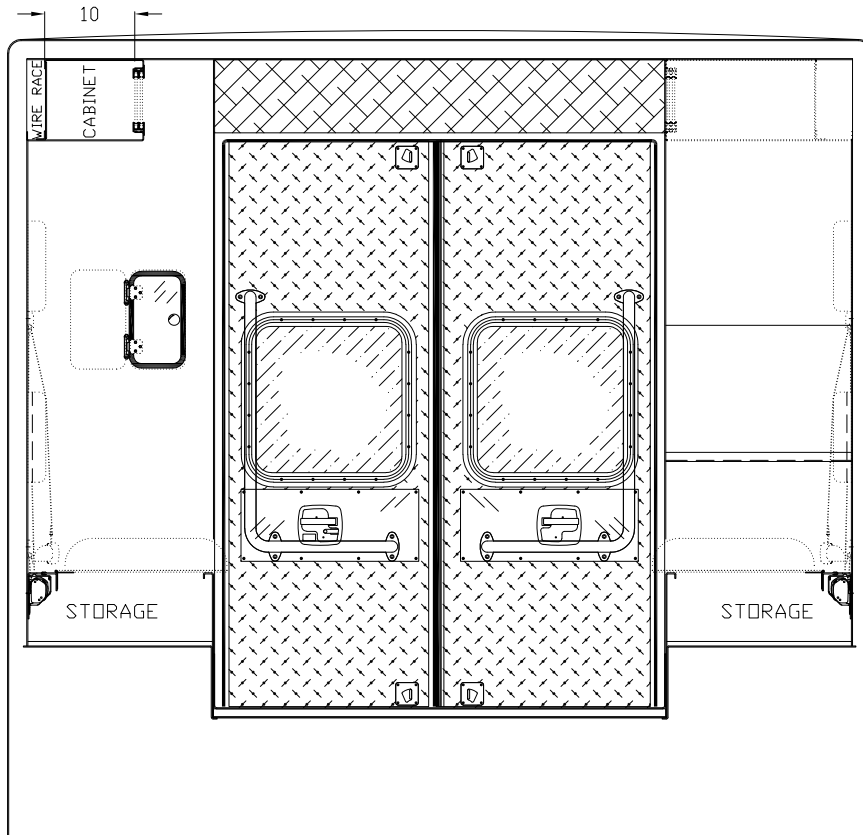


## Braun Northwest, Inc.

Department	SALES	Rev
Dwg. Name	202X_RAM_D3500_DEMO5	
Client	DODGE RAM D3500 4X4 DEMO	
Date	03/08/2023	Drawing By A.R.A.

TITLE:

INTERIOR S/S VIEW

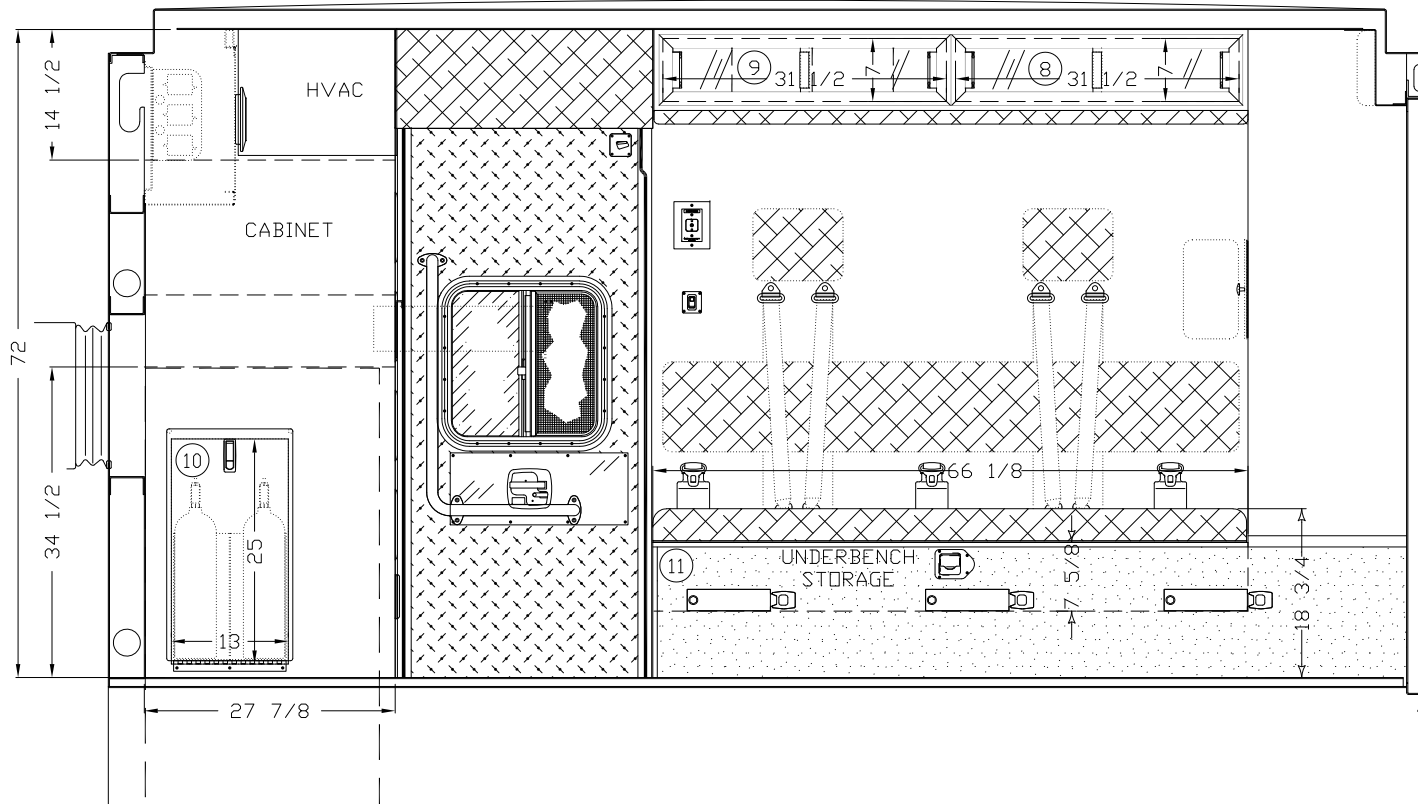


## Braun Northwest, Inc.

Department	SALES	Rev
Dwg. Name	202X_RAM_D3500_DEMO6	
Client	DODGE RAM D3500 4X4 DEMO	
Date	03/08/2023	Drawing By A.R.A.

TITLE:

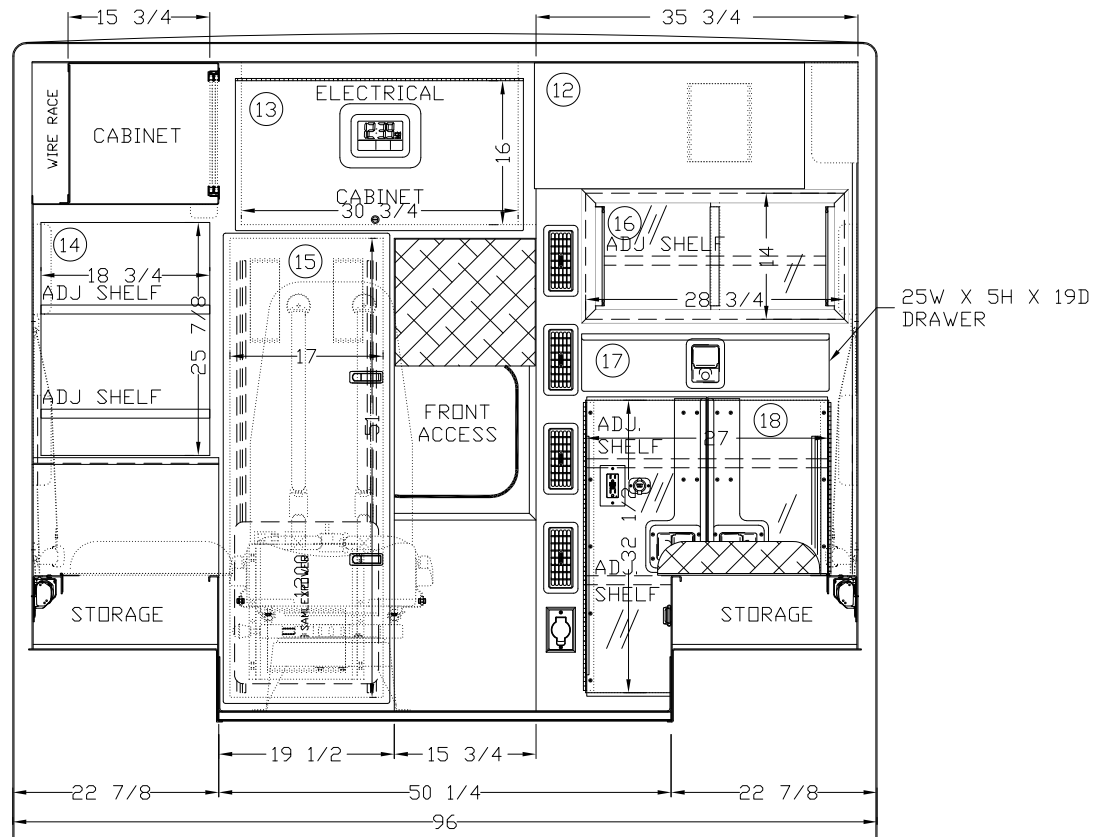
INTERIOR REAR VIEW



## Braun Northwest, Inc.

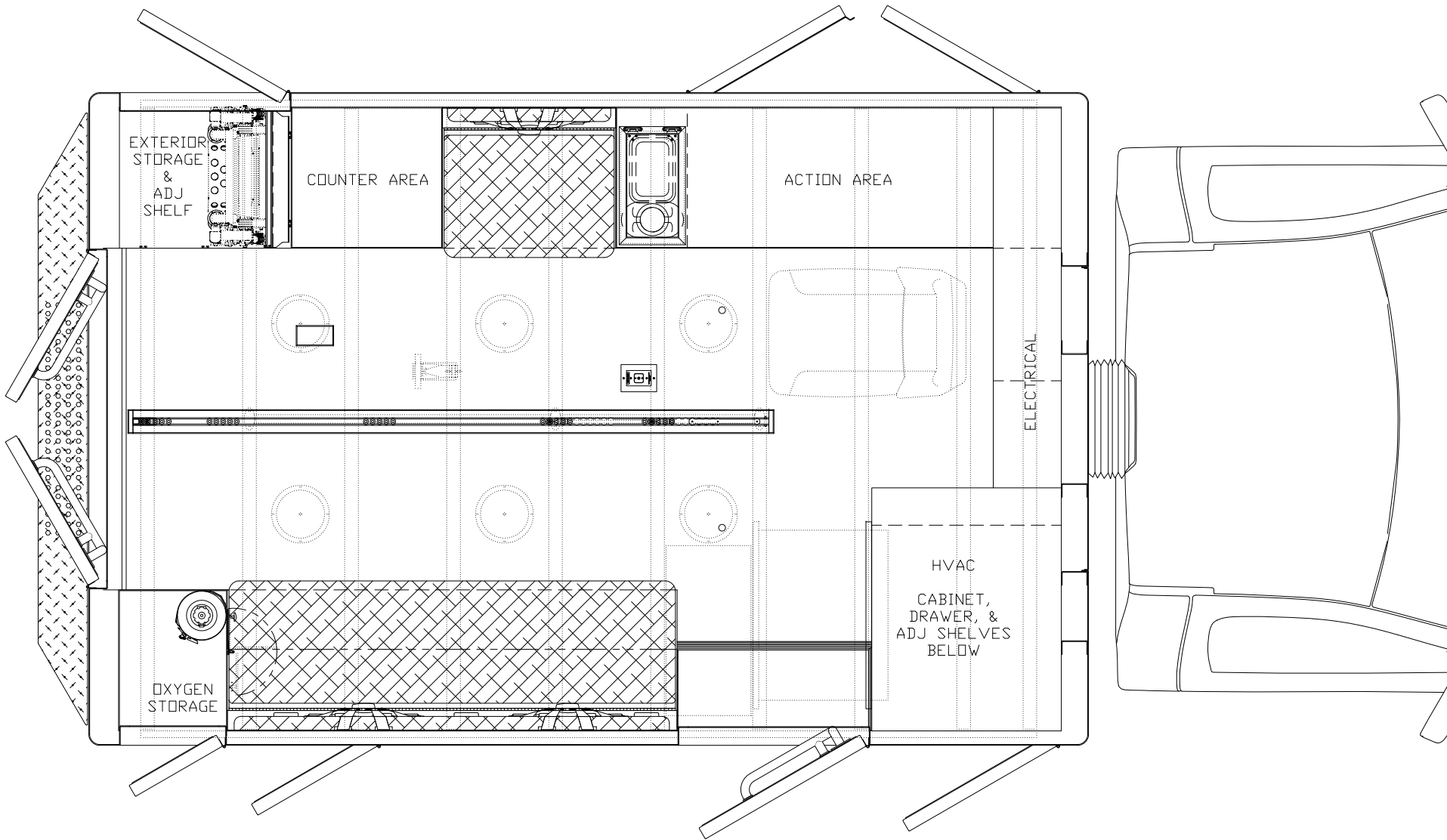
Department	SALES		Rev
Dwg. Name	202X_RAM_D3500_DEMO7		
Client	DODGE RAM D3500 4X4 DEMO		
Date	03/08/2023	Drawing By	A.R.A.

TITLE: INTERIOR C/S VIEW



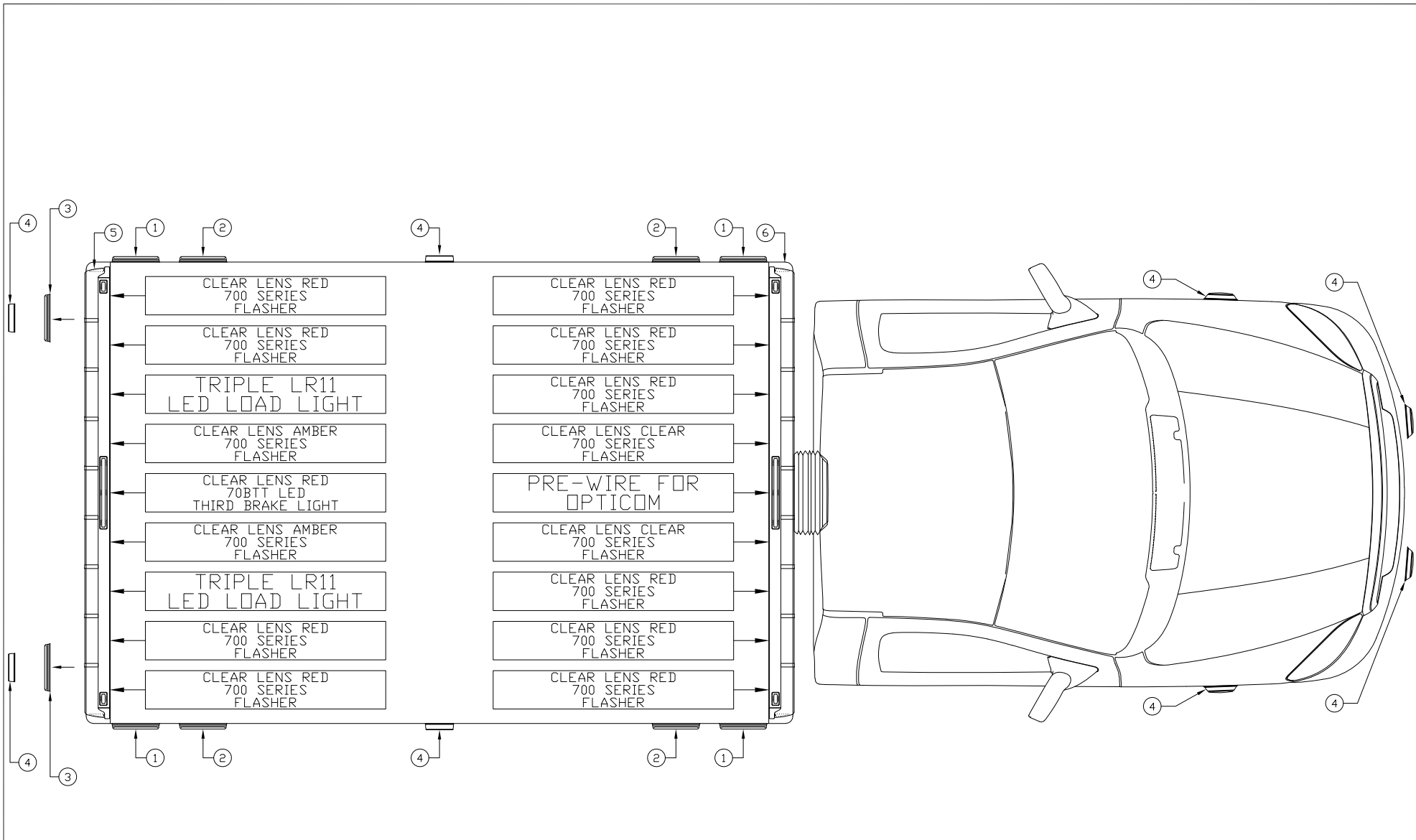
<b>Braun Northwest, Inc.</b>			
Department	SALES		Rev
Dwg. Name	202X_RAM_D3500_DEMO8		
Client	DODGE RAM D3500 4X4 DEMO		
Date	03/08/2023	Drawing By	A.R.A.

TITLE: INTERIOR FRONT VIEW



<b>Braun Northwest, Inc.</b>			
Department	SALES		Rev
Dwg. Name	202X_RAM_D3500_DEMO9		
Client	DODGE RAM D3500 4X4 DEMO		
Date	03/08/2023	Drawing By	A.R.A.

TITLE: PLAN VIEW



						Braun Northwest, Inc.			
6	WHELEN 94" #4500 PLUS LTBAR W/ICC'S RED/RED/RED/CLR/CLR/CLR/RED/RED/RED	1	4	WHELEN #WIDNSMCR CLR LENS RED LED FLSH	8	Department	SALES		Rev
			3	WHELEN #M9A CLR LENS AMBER SUPER LED FLSH	2	Dwg. Name	202X_RAM_D3500_DEMOLTS		
5	WHELEN 94" #4500 PLUS LTBAR W/ICC'S RED/RED/CLR/AMB/RED/AMB/CLR/RED/RED	1	2	WHELEN #M9LCZ SCENE SUPER LED	4	Client	DODGE RAM D3500 4X4 DEMO		
			1	WHELEN #M9RC CLR LENS RED SUPER LED FLSH	4	Date	03/08/2023	Drawing By	A.R.A.
TAG	DESCRIPTION	QTY	TAG	DESCRIPTION	QTY				
TITLE:		EMERGENCY LIGHT LAYOUT							

**BRAUN NORTHWEST, INC.**  
**DETAILED SPECIFICATIONS**  
**FOR**  
**DEMONSTRATOR**  
**RAM 3500, 4 X 4, 147” MODULE, TYPE 1**  
**COLOR WHITE**  
**VEHICLE #3737-1**

**1**      **CHASSIS**

**1.01**      **OEM CHASSIS (NOTE: Model Year subject to changes)**

- 2023 Ram 3500 Regular Cab 4 x 4, meeting all the specifications of Section 1.01
  - 3 year/36,000 mile Basic Limited Warranty
  - 5 year/100,000 mile Powertrain Limited Warranty
  - Special Emissions-Emergency Vehicle Fire Rescue Prep Package
  - Dual Rear Wheels
  - Provided by Braun Northwest
  -

**1.01.01**      **SPECIFIC RATINGS**

- Drive – 4 x 4
- G.V.W.R. – 14,000 lb
- Front Axle – 6,000 lb
- Rear Axle – 9,850 lb
- Wheelbase – 167.5”
- Cab to Axle – 84”
- Front Spring Capacity – 6,000 lb
- Rear Spring Capacity – 9,850 lb
- Rear Differential – 3.73 ratio, anti-spin rear axle

**1.01.02**      **POWER TRAIN**

- Engine
  - 6.7L I6 Cummins Turbo diesel, B-20 Bio Diesel capability
  - Diesel Emission Fluid (DEF) System
  - Engine Block Heater (Cold Weather Group)
  - Diesel exhaust brake
- Heavy duty dry type air cleaner
- Engine Cooling System
- Transmission
  - Six speeds Heavy Duty Automatic, AISIN AS69RC
  - Auxiliary Transmission Oil Cooler
- Exhaust System
  - System complies with Federal Motor Carrier Safety Regulations, Part 393.83



- Suspended using three hangers, excluding manifold attachment
- Discharge at right rear side of module
- Tailpipe shall not terminate within twelve inches of the vertical axis of the fuel tank filler opening.

–

**1.01.03 STEERING**

- Power Steering
- Tilt steering column

**1.01.04 SHOCK ABSORBERS/STABILIZER BARS**

- Heavy-duty shock absorbers front and rear
- OEM front and rear stabilizer bars

**1.01.05 BRAKES**

- Heavy duty power assisted four-wheel ABS; Front and rear disc
- Electronic Stability Control
  - Trailer Sway Control
  - Hill Start Assist
  - Traction Control

–

**1.01.06 TIRES AND WHEELS**

- Seven OEM LT235/80R17E All Season tires
- Seven OEM 17" steel wheels
- Bright Wheel Skins
- Spare tire and steel wheel shipped loose
- OEM jack shipped loose

**1.01.07 ELECTRICAL**

- Alternators – OEM dual, 220 amp each (440 total)
- Batteries – OEM dual, 730 CCA each
- Voltage Monitoring Auto Idle Up System

**1.01.08X INSTRUMENT PANEL AND CONTROLS**

- Push-Button Start
- Gauges
  - Speedometer
  - Tachometer
  - Fuel Level
  - Coolant Temperature
  - Oil Pressure
  - Voltmeter
  - Diesel Exhaust Fluid (DEF)
- Information Center
  - Odometer/Trip Odometer
  - Engine Hour Meter
  - Diesel engine warning lights
- Cruise Control
- Audio – OEM AM/FM, Uconnect 3.0 with BlueTooth, audio input jack
- Dual USB port
- 12VDC auxiliary power outlet

### **1.01.09**

#### **CAB EXTERIOR**

- Trim Level – Tradesman
- Chrome Appearance Group
  - Chrome bumper
  - Chrome grille
  - Chrome wheel caps
- Tow Hooks – Two Front
- Horn – OEM dual note electric
- Windows – Tinted safety glass
- Windshield wipers – Variable, Intermittent
- Mirrors
  - Two black, Manual Folding Trailer Tow with convex
  - Supplemental signals and courtesy lamps
  - Power, heated glass
- Lighting
  - Halogen headlamps, Quad, automatic
  - Daytime running headlamps, low beam
  - Clearance lamps
- Fuel tank – OEM 52 Gallons

### **1.01.10**

#### **CAB INTERIOR**

- Trim Level – Tradesman
- Seats – OEM
  - Vinyl bench seat 40/20/40
  - Delete front center seat
  - Combination lap and shoulder harness
- Climate Control – OEM
  - Heavy duty, fresh air, high capacity heater/defroster
  - Dehumidifying air conditioning system
- Interior Upgrade Package
  - Cloth headliner
  - Cloth sun visors
  - Interior Day/Night rearview Mirror
  - Map Light
  - Upgraded Door trim
  - Black vinyl floor covering
  - Power windows & power door locks
  - Remote keyless entry with fob
  - Anti-theft system

### **1.01.11**

#### **COLORS**

- Exterior – Bright White (PW7)
- Interior – Black/Diesel Gray

**1.02 CHASSIS MODIFICATIONS**

The following modifications will be made to the chassis by Braun Northwest

**1.02.04 EXHAUST HEAT SHIELDS**

Shall be formed from 20 ga. galvanized sheet metal with stamped reinforcements and formed edges. Access openings shall be provided for shock absorber, mounting bolts, etc. Heat shields shall be bolted to chassis frame and extend from back of cab to the frame cross member just behind the rear axle.

**1.02.05 RUNNING BOARDS**

Running boards made of 0.125" bright aluminum diamond plate for a Ram 3500 regular cab shall be securely mounted on both sides of the chassis with OEM fasteners.

**1.02.07X AUTO THROTTLE**

The OEM VSIM shall be programmed to automatically adjust the auto throttle for changes in heat and AC loads.

**1.02.09 MUD FLAPS**

Mud flaps with the "NORTH STAR" logo shall be installed behind rear wheels.

**1.02.30 HEIGHT MODIFICATION**

The ride height for the vehicle shall be lowered by removing the plates under the rear leaf springs, and the chassis headlights shall be re-adjusted.

**1.02.38 CAB ROOF STIFFENER**

In order to reduce noise and vibration, a 0.190" aluminum stiffener panel shall be bonded to the inside of the cab roof. Panel shall be applied with adhesive tape and polyurethane adhesive/sealant.

**1.02.60 CAB CONDUIT**

A 5.5" cab conduit shall be installed between the cab and module located behind the driver's seat. The driver's console harness shall be routed through the conduit.

## **1.03 MODULE-TO-CHASSIS MOUNTING SYSTEM**

### **1.03.01 MODULE MOUNTING SYSTEM**

The module shall be bolted to the chassis frame in no fewer than twelve locations. Each mounting location shall include a hard rubber isolation pad between the chassis frame and the module lateral. The rearmost lateral(s) shall be connected to the frame extensions with 5/8" grade 8 bolts. All remaining laterals shall be connected with vertical 3/4" grade B7 eye bolts fastened to the frame rails with horizontal 3/4" grade 8 hex bolts. All bolts shall be secured with locking nuts.

### **1.03.02 CAB-TO-MODULE ATTACHMENT**

The module shall be connected to the cab with a flexible watertight boot to allow cab-body flex as designed by the chassis manufacturer.

The chassis rear window shall be replaced by an aluminum insert covered with black-painted polyurea thermoplastic elastomer, with a 16"W x 12.5"H opening on the cab side with a sliding clear polycarbonate window, with a 16"W x 15"H opening on the module side (Section 3.04.01 related).

A stainless-steel cover shall be installed to protect the bottom of the pass-thru (Section 2.13 related).

## 2 MODULAR CONSTRUCTION

All material utilized shall be of the correct type, alloy, and thickness to withstand the intended usage and provide protection against cracking, corrosion, or metal fatigue. All materials utilized shall be of open stock origin, commonly available through local sources, for rapid and economical repair or modification of the body. Any use of proprietary parts or materials in the construction of the body is unacceptable, due to potential delays or difficulties in future repairs or service. **NO EXCEPTIONS TO BE TAKEN IN THIS AREA.** This specification has been designed and written to fill specific needs of this agency. Where brand name, make, or model of equipment has been specified, no exceptions shall be allowed. Where compartment and cabinet sizes have been specified, bidder must bid substantially (plus or minus 1") the size specified. The module shall have a transferable lifetime structural warranty.

### 2.01

#### **MATERIAL**

<u>EXTRUSIONS</u>	<u>SIZE</u>	<u>ALLOY</u>
Structural Tubing	1" x 2" x 0.125" sq.	6063-T52
Structural Tubing	2" x 2" x 0.125" sq.	6063-T52
Cross Members	3" x 3" x 0.375"	6061-T6
Cross Members	1.5" x 3" x 0.25"	6061-T6
<u>FORMED SHEETING</u>	<u>SIZE</u>	<u>ALLOY</u>
Skin/Roof/Compartments/Subfloors/Doors	0.125"	5052-H32
Interior Cabinets	0.090"	5052-H32
Diamond Plate	0.125"/0.08"	3003-H22
Stainless Steel	16 ga., 20 ga.	304 # 4B

### 2.02

#### **MODULE DIMENSIONS**

Overall Vehicle Dimensions (Specifications are listed as minimums.)

Length	23 ' 5 "	281.00 "
Width (excluding mirrors)	8 ' 0 "	96.00 "
Height (Approximate)	9 ' 1.75 "	109.75 "

Exterior Module Dimensions (Specifications are listed as minimums.)

Length	12 ' 3 "	147.00 "
Width	8 ' 0 "	96.00 "
Height	7 ' 4.375 "	88.38 "

Interior Dimensions (Specifications are listed as minimums.)

Length	Forward Wall to Rear Wall	139.00 "
Width	Left Wall to Right Wall	89.00 "
Floor Width	Left Cabinets to Squad Bench	50.25 "
Height	Floor to Ceiling	72.00 "

Load Height (Approximate)	34.25 "

### **2.03 STRUCTURAL FRAMING**

Side wall and rear wall construction shall consist of 2" x 2" x 0.125" aluminum square tubing extensions welded together with a maximum of 14" centers. 1" x 2" x 0.125" aluminum tubing may be utilized in addition to 2" x 2" tubing to accommodate custom compartment sizes. The bottom of the wall structure shall be sealed with a welded 2" x 2" tube, a 2" x 2" angle, or a 0.125" plate depending upon location. The wall structure shall be capped with a 2" x 4" x 0.125" header upon which a 2" x 2" x 0.125" roof structure is welded. This process provides a unitized roll cage structure for greater occupant safety. The front wall structure shall be constructed of formed aluminum channels to allow ample space for wiring raceways, heater hoses, and A/C hoses.

### **2.04 FOUNDATION SYSTEM**

The foundation system shall consist of a 0.125" aluminum sheet subfloor with foundation members securely welded under the subfloor. Transverse members (laterals) shall consist of 3" x 3" x 0.375" structural angles. 0.25" x 1.5" aluminum stringers shall span longitudinally between the laterals.

### **2.05 MODULE SEAMS**

All body and compartment seams at or below floor level shall be full-seam-welded. The entire perimeter of the subfloor shall be completely sealed with a caulking material, creating a watertight seam.

### **2.06 EXTERIOR SKIN**

A Norton NORBOND closed-cell, polyurethane foam tape with high-performance acrylic adhesive shall be utilized full length on all front and rear wall and roof frame members. A polyurethane adhesive sealant shall be applied to the edges of framing members that are bonded with NORBOND tape. An advanced two-part methacrylate structural adhesive shall be used to bond all side wall tubes to the exterior skin and door frames.

The module shall be constructed utilizing full-size sheet construction to minimize body seams. There shall be no corner or mid-body seams.

### **2.07 MODULE ROOF**

In order to improve module strength and minimize exposed seams, the roof shall be seamed transversely, shall be crowned, shall have a 1.5" radius along the edges, and shall be welded to 2" x 4" wall header tubes 4.75" below the roof line. The roof shall be supported by positive contact between sidewall framing and roof framing. All seams on the roof surface shall be continuously welded and body-worked on the outside. In order to avoid the possibility of paint and/or weld cracking, no extrusions shall be used in the exterior construction of the roof or corners of the module.

A contoured, 3/8" aluminum plate, painted to match the module, shall be welded to the roof structure and project through the center of the roof to serve as anchorage for personal fall arrest equipment. The anchorage is designed and rated for a single person only.

The module roof front and rear edges shall be constructed to allow mounting of recessed lightbars.

## 2.08

### MODULE EXTERIOR COMPARTMENTS

All compartments shall be constructed from formed 0.125" aluminum, securely welded to the subfloor and structural framing. A baffled drain hole shall be provided in all exterior compartment bottoms that extend below the floor line. All exterior adjustable shelves shall be mounted on heavy-duty aluminum track, which is securely welded to compartment interiors. Each shelf shall support at least 300 lb of equipment.

#### COMPARTMENT #1

**Interior Dimensions** – 52"W x 38"H x 20"D

**Doorway Dimensions** – 52"W x 38"H

**Location** – Street side, forward

**Shelving** – Two adjustable: one bin type 17.5" W, one full width (shipped loose).

**Door(s)** – Double

**Light(s)** – One vertical LED strip light

**Additional Instructions** –

1. The 120VAC Power Box shall be installed in the forward wall (Section 6.21 related), recessed so as not to protrude into the compartment.
2. Compartment will have four vertical strips of heavy-duty aluminum track on the back wall. This will allow the bin shelf to be installed fore or aft in the compartment. The forward wall of the bin shelf shall be notched to allow better access to the 120VAC box. Two vertical strips of heavy-duty aluminum track shall be added to each of the side walls for future installation of a full-length shelf. The adjustable shelf will be shipped loose (Section 8.01 Related).
3. A spare tire mount shall be mounted on the back wall of the aft section (Section 4.19 related).
4. A 120VAC GFCI duplex receptacle shall be installed on the forward wall, lower (Section 6.21 related).
5. A vent with MERV 8 polyester filter media and a hex-punched stainless steel cover shall be installed on the forward wall.

#### COMPARTMENT #2

**Interior Dimensions** – 25"W x 74"H forward, 77"H aft x 20"D

**Doorway Dimensions** – 25"W x 70"H

**Location** – Street side, rear

**Shelving** – One fullwidth adjustable shelf

**Door(s)** – Single

**Light(s)** – One vertical LED strip light

**Additional Instructions** –

1. Three heavy-duty aluminum tracks shall be installed on back wall.
2. Two backboard restraining straps shall be installed on the aft wall. A formed stainless-steel gasket cover shall be installed so the gasket material will not be cut.
3. A vent with MERV 8 polyester filter media and a hex-punched stainless steel cover shall be installed on the aft wall.
4. A slide-out tool board with 20" slides, grab hole, gas shock, bracket and strap shall be installed on the forward wall for a *customer-supplied-and-installed* stair chair.

### **COMPARTMENT #3**

**Interior Dimensions** – 15.5"W x 77"H x 20"D

**Doorway Dimensions** – 15.5"W x 70"H

**Location** – Curbside, rear

**Shelving** – None

**Door(s)** – Single

**Light(s)** – One vertical LED strip light

**Additional Instructions** –

1. This compartment shall have a welded bracket, painted to match the compartment, and three ratcheting straps with UHMW stiffeners set up for storage of a *customer-supplied-and-installed* H or M-size cylinder (Section 4.10 related).
2. A formed stainless-steel gasket cover shall be installed so the gasket material will not be cut.
3. A vent with MERV 8 polyester filter media and a hex-punched stainless steel cover shall be installed on the aft wall.

### **COMPARTMENT #4**

**Interior Dimensions** – 22.5W x 17.625"H x 20"D

**Doorway Dimensions** – 20.5" W x 17.625"H

**Location** – Curbside, rear, aft of wheel well

**Shelving** – None

**Door(s)** – Single

**Light(s)** – One vertical LED strip light

**Additional Instructions** – None

### **COMPARTMENT #5**

**Interior Dimensions** – 25.75"W x 48.125"H x 33"D (23"D below floor)

**Doorway Dimensions** – 25.75"W x 48.125"H

**Location** – Curbside, forward

**Shelving** – See Interior Cabinet #18

**Door(s)** – Single

**Light(s)** – One vertical LED strip light

**Additional Instructions** –

1. This compartment shall provide inside/outside access to Cabinet #18 with a full width stainless steel threshold on the floor level shelf. There shall be storage located below the floor.

## **2.09**

### **MODULE DOORS**

The doors shall be box-pan-formed with a total thickness of 2".

#### **2.09.01**

### **DOOR FRAME AND SEAL**

Each door frame shall have a flange for the installation of an air cell hollow core 360-degree compression door seal. This seal creates watertight, dust-free compartment integrity. Door seal shall be knock-on type. Door frames shall be bonded to the adjacent tubes such that no exterior flange is required.



**2.09.02****DOOR HINGES**

Compartment and passage doors shall have full-length, piano-type, 2.5"W stainless steel hinges, positioned with 0.25" rivets at each end. The hinges shall be attached with #12 x 0.75" stainless steel truss head screws spaced 4" apart, sealed with Sikaflex. All curbside and streetside side-hinged doors shall be hinged on the forward sides, and all rear side-hinged doors shall be hinged on the outboard sides.

**2.09.03****DOOR LATCHES**

Exterior door handles shall be semi-flush, chrome-plated Eberhard E Grabber #21100. Passage doors shall have release handles on the inside of each door. All exterior doors shall have rotary latches and striker posts that meet FMVSS 206 requirements. Striker posts shall be adjustable and be secured with a nut from behind the door frame. The striker washer shall not be removed. Doors greater than 45" tall shall have double rotary latches activated by stainless steel rods. Once final adjustments have been made, threads shall have Loctite or equivalent applied. All double-door compartments shall have an exterior E Grabber handle and rotary latches on each door. Doors shall latch to doorframe-mounted striker posts only and not to one another. Curbside passage and rear curbside doors shall have interior handles with dual-point, rod-actuated, rotary latch systems that are lockable inside and out. All locks shall be keyed J236. The side and rear passage doors shall all have emergency release levers, one at the top and bottom of each door and accessible from the inside of the module.

**2.09.04****COMPARTMENT DOOR CONTROL**

A heavy-duty, gas-shock with dampening spring door control capable of holding the door open at approximately a 90-degree angle shall be installed at the top of each compartment door.

**2.09.05****CURBSIDE DOOR CONTROL**

A heavy-duty, gas-shock with dampening spring door control capable of holding the door open at approximately a 90-degree angle shall be installed at the top of the curbside passage door.

**2.09.06****REAR DOOR CONTROL**

Rear door controls shall be two grabber-type hold-open devices with replaceable rubber catches.

**2.09.07****COMPARTMENT DOOR SKINS**

Each compartment door skin shall be made of 0.080" bright aluminum diamond plate, shall be removable, and have a latch service opening with a 2.25" x 4.5" black rubber plug for lubrication and service. Door skins shall be secured with #8 pan head screws and Sikaflex. Red/white 1.5" conspicuity tape shall be installed on the outboard vertical edge of each door.

**2.09.08****ENTRANCE DOOR SKINS**

Each entrance doorskin shall be made of 0.080" bright aluminum diamond plate and be removable to service door hardware. A removable stainless-steel bezel shall be installed at mid-height on the door skin to provide access to the latch hardware and electric lock motors (Section 6.40 related). Red/white 1.5" conspicuity tape shall be installed on the top, bottom, and vertical edges of the side passage door and curbside rear door. The streetside rear door shall have conspicuity tape on the top and bottom edges.

**2.09.09 ENTRANCE DOORWAYS**

One curbside and two rear module entrance doors shall be provided. The curbside doorway dimensions shall be 28"W x 73.75"H. The rear doorway dimensions shall be 49.75"W x 66"H.

**2.09.10 THRESHOLDS**

All compartment and module access door frames shall have full-width-formed stainless-steel threshold plates to protect the lower edge of frame.

**2.10 MODULE INTERIOR CABINETS**

Shall be formed of 0.090" aluminum and shall be securely welded or mounted to the structural framing. All interior adjustable shelves shall be mounted on 1" wide aluminum track.

**CABINET #1**

**Dimensions** – 39.5"W x 13.75"H x 15.75"D

**Location** – Street side, upper forward

**Shelving** – One adjustable, aft of divider

**Door(s)** – Sliding clear 0.25" polycarbonate with felt-lined anodized aluminum track, interlocking aluminum trim, and full extruded aluminum door pulls with integral door latch

**Lighting** – LED under-cabinet strip light (Section 6.14 related)

**Additional Instructions** –

1. Cabinet shall be divided in the center by a vertical fixed divider. An IV Warmer with a 4" surround shall be located in the lower aft corner of this cabinet (Section 6.35 related).
2. One 120VAC GFCI duplex receptacle shall be installed on the back wall of the cabinet (Section 6.21 related).

**CABINET #2**

**Dimensions** – 39.5"W x 7"H x 15.75"D

**Location** – Street side, upper center

**Shelving** – None

**Door(s)** – Sliding clear 0.25" polycarbonate with felt-lined anodized aluminum track, interlocking aluminum trim, and full extruded aluminum door pulls with integral door latch

**Lighting** – None

**Additional Instructions** – None

**CABINET #3**

**Dimensions** – 21"W x 13.75"H x 15.75"D

**Location** – Street side, upper rear

**Shelving** – One adjustable

**Door(s)** – Sliding clear 0.25" polycarbonate with felt-lined anodized aluminum track, interlocking aluminum trim, and full extruded aluminum door pulls with integral door latch

**Additional Instructions** – None

**CABINET #4****Dimensions** – 21"W x 13.75"H x 20"D**Location** – Street side, center rear**Shelving** – One adjustable**Door(s)** – Sliding clear 0.25" polycarbonate with felt-lined anodized aluminum track, interlocking aluminum trim, and full extruded aluminum door pulls with integral door latch**Lighting** – LED under-cabinet strip light (Section 6.14 related)**Additional Instructions** – None**CABINET #5 – Aft work area****Dimensions** – 22"W x 15"H x 20"D**Location** – Street side, lower rear**Shelving** – None**Door(s)** – None**Additional Instructions** –

1. The counter top shall be one-piece 16 ga, 304 stainless steel with a 0.5" aluminum retaining lip.
2. A 120VAC GFCI duplex receptacle shall be located on the back wall (Section 6.21 related).

**CABINET #6 – Action Area****Dimensions** – 55.625"W x 28.75"H x 20"D**Location** – Street side**Shelving** – None**Door(s)** – None**Additional Instructions** –

1. It shall contain the following items:
  - a. One oxygen outlet (Section 5.11 related)
  - b. Vacuum connection (Section 5.12 related)
  - c. Suction collector (Section 5.12 related)
  - d. Attendant control panel (Section 6.13 related)
  - e. Inverter status panel (Section 6.31 related)
  - f. Digital thermostat (Section 5.17 related)
  - g. 120VAC GFCI duplex receptacle (Section 6.21 related)
  - h. 12VDC receptacle (Section 6.25 related)
2. A full depth counter top shall be located below the action wall. The counter top shall be one-piece 16 ga, 304 stainless steel with a 0.5" aluminum retaining lip.
3. A sharps and waste space (sized for a Becton-Dickinson, 8.2 Qt., sharps container and a 7 Qt. waste) shall be located at the aft of the countertop. The sharps and waste shall be accessible and changeable thru a hinged polycarbonate flip up door (Section 5.26 related).

**CABINET #7 – CPR Seat with Storage**

**Dimensions** – Bench: 25.5" W x 18.75"H x 20" D

Storage: 25.5"W x 7.625"H x 20"D

**Location** – Street side, lower rear

**Shelving** – None

**Door(s)** – Hinged aluminum bench lid, with high-density foam padding covered with seamless vinyl shall provide access to the storage area. It shall have a 1.5" overhang, an automatic hold-open device, and stainless-steel paddle latch. The pad shall be removable.

**Additional Instructions** –

1. The CPR seat back and head pad shall have high-density foam padding covered with seamless vinyl. One four-point, single-click seat belt shall be installed with retractors below the bench. The bottom and unfinished sides of the storage area shall be sprayed with textured gray polyurethane and painted white with gray splatter.

**CABINET #8**

**Dimensions** – 31.5"W x 7"H x 10"D

**Location** – Curbside, upper rear

**Shelving** – None

**Door(s)** – Sliding clear 0.25" polycarbonate with felt-lined anodized aluminum track, interlocking aluminum trim, and full extruded aluminum door pulls with integral door latch

**Additional Instructions** – None

**CABINET #9**

**Dimensions** – 31.5" W x 7"H x 10"D

**Location** – Curbside, upper forward

**Shelving** – None

**Door(s)** – Sliding clear 0.25" polycarbonate with felt-lined anodized aluminum track, interlocking aluminum trim, and full extruded aluminum door pulls with integral door latch

**Additional Instructions** –

1. This cabinet shall have three adjustable vertical dividers.

**CABINET #10**

**Dimensions** – 13"W x 25"H x 5.5"D

**Location** – Curbside, aisle side of right front stack

**Shelving** – None

**Door(s)** – Tip-out bottom-hinged painted aluminum door with a Southco C2 latch and nylon travel stop strap

**Additional Instructions** –

1. This cabinet shall provide storage for two customer-supplied-and-installed "D" oxygen cylinders (Section 5.35 related). A stainless-steel spring with dual flaps shall be installed to prevent cylinder rattling.

**CABINET #11 – Squad Bench with Storage**

**Dimensions** – Bench: 66.125" W x 18.75"H x 20"D

Storage: 65.125"W x 7.625"H x 20"D

**Location** – Curbside

**Shelving** – None

**Door(s)** – Hinged aluminum bench lid, with high-density foam padding covered with seamless vinyl shall provide access to the storage area. It shall have a 1.5" overhang, an automatic hold-open device, and a stainless-steel paddle latch.

The lid shall provide access to the storage area. The pad shall be removable.

**Additional Instructions** –

1. The squad bench back and head pad shall have high-density foam padding covered with seamless vinyl. Two four-point single-click seat belt shall be installed with retractors below the bench. Three two-point automatic locking retractor seat belts shall be installed on the bench with three additional lower receivers, set up for stretcher patients.
2. The squad bench base to be formed from aluminum and securely anchored to sub-floor. The bottom and unfinished sides of the storage area shall be sprayed with textured gray polyurethane and painted white with gray splatter.
3. An Oxygen window shall be installed in the wall at the aft end of the bench (Section 5.29 related).
4. An Oxygen outlet and a momentary rocker switch to activate the dome timer shall be installed on the curbside wall over the bench (Section 6.16 related).

**CABINET #12 – HVAC**

**Dimensions** – 35.75"W x 16.5"H x 27.875"D

**Location** – Front, right upper

**Shelving** – None

**Door(s)** – None

**Additional Instructions** –

1. This cabinet shall house the heater/AC unit and the suction pump (Section 5.12 & 5.17 related).

**CABINET #13 – Electrical Cabinet**

**Dimensions** – 30.75" W x 16"H x 10"D

**Location** – Front, center over pass-thru

**Shelving** – None

**Door(s)** – Aluminum, hinged, swing up door with a hold-open device, a quarter turn slotted latch, and an automatic cabinet light.

**Additional Instructions** –

1. This cabinet shall house the electrical component module. An atomic-controlled clock shall be installed on the face of this cabinet (Section 5.24 related).

**CABINET #14**

**Dimensions** – 18.75"W x 25.875"H x 10"D

**Location** – Front, forward of action area

**Shelving** – Two adjustable shelves

**Door(s)** – None

**Additional Instructions** – None

**CABINET #15 – Electronics Cabinet**

**Dimensions** – 17"W x 51"H x 8"D

**Location** – Front, behind attendant seat

**Shelving** – None

**Door(s)** – Aft facing, painted aluminum lift off panel with two SouthCo C2 latches and upper and lower punched areas

**Additional Instructions** –

1. Two vertical heavy duty aluminum tracks shall be installed on the back wall. This cabinet is intended for electronic component storage and shall be supplied with access to electrical component panel. Antenna cables shall terminate in this cabinet.
2. The inverter shall be installed in this cabinet, on the back wall, lower (Section 6.31 related).

**CABINET #16**

**Dimensions** – 27.75"W x 14"H x 27.875"D

**Location** – Front, right center

**Shelving** – One adjustable

**Door(s)** – Sliding clear 0.25" polycarbonate with felt-lined anodized aluminum track, interlocking aluminum trim, and full extruded aluminum door pulls with integral door latch

**Additional Instructions** – None

**CABINET #17 – Drawer**

**Location** – Front, right below Cabinet #16

**Additional Instructions** –

1. There shall be one 25"W x 5"H x 19"D metal drawer. Drawer shall operate on slides rated at 300 lb. per set and have a gas shock hold open/closed device and non-locking paddle slam latch to ensure drawer does not accidentally open or close during operation of the vehicle. Drawer shall be of formed 0.125" aluminum construction, painted to match the interior. Drawer shall have machine-stamped divider supports along the front and back with four removable ABS dividers.

**CABINET #18 – Inside/Outside Access**

**Dimensions** – 27"W x 32.5"H x 27.875" D

**Location** – Front, right lower

**Shelving** – Two adjustable, with 1" x 1" lip down facing doorway, one full width and one-part width with 2.5" cord access holes.

**Door(s)** – Dual, clear, 0.375" polycarbonate with stainless steel reinforcement and Eberhard P/N 6-6902-9 3/8" steel latch rods, Eberhard P/N 563-64 slam latches, and BNW #50179 stainless steel, non-locking paddle latches.

**Additional Instructions** –

1. This cabinet shall be accessible from the outside via exterior Compartment #5.
2. One 120VAC GFCI duplex receptacle and one 12VDC receptacle shall be installed in the upper portion of the front wall (Section 6.21 & 6.25 related).
3. The HVAC shall be distributed through a vertical plenum on the aisle side of the right front stack (Section 5.17 related).

**2.11**

**SIDE DOORSTEP**

A recessed curbside doorstep shall be provided which is 11.5" deep x 28" wide. There shall be a drain hole and light gray Matéflex floor tile which is removable for cleaning

purposes. Aluminum diamond plate kick panel shall be installed on the sides and face of the doorstep.

**2.13 CAB TO MODULE PASSAGE**

Shall be a pass-thru measuring 16"W x 12.5"H on the cab side, 16"W x 15"H on the module side. A clear sliding polycarbonate window on the cab side of the pass-thru shall provide isolation between cab and module (Section 1.03.02 related).

**2.14 WHEEL WELL LINERS**

Wheel well liners made of formed aluminum shall be installed in the module wheel well openings.

**2.15 ELECTROLYSIS PREVENTION**

All external materials and fasteners shall be selected to prevent electrolysis and corrosion due to dissimilar materials and exposure to the elements. The module shall be painted before any exterior items (hinges, latches, door hold opens, etc.) are installed to provide an isolating film between dissimilar materials. Exterior fasteners used for direct connection to painted aluminum surfaces shall be coated with a corrosion inhibitor.

### **3 COATINGS AND FINISHES**

#### **3.01 MODULE FINISH PREPARATION**

The module shall be seam sealed and all imperfections on aluminum surfaces of module shall be sanded smooth. The entire exterior shall be mechanically etched and washed with wax-and-grease-remover to ensure proper primer/sealant adhesion.

#### **3.02 MODULE PRIMER**

Module shall be sealed with a two-component, low VOC, direct-to-metal epoxy primer/sealant prior to applying the finish coat of acrylic urethane paint.

#### **3.03 PAINT TYPE**

Shall be Sherwin Williams acrylic urethane.

#### **3.04 COLOR SCHEME**

Base color: OEM White-PW7 (GLV-11291701)

<b>Stripe #1</b>	Color:	Blue Multi Stripe
	Width:	6" total, 0.25" pinstripe with 0.25" gap, 5" stripe with 0.25" gap 0.25" pinstripe
	Style:	Beltline
	Material:	Vinyl
	Location:	Streetside, Curbside and rear of module

#### **3.04.01 CHASSIS COLOR**

Chassis shall be OEM Bright White (PW7) (Section 1.01.11 related).

The back-of-cab insert shall be covered with black-painted polyurea thermoplastic elastomer.

#### **3.05 LETTERING/DECALS**

##### **STREET SIDE VIEW DEMO**

<b>Item #S1</b>	Decal:	"North Star"
	Color:	Blue
	Size:	4" Lettering
	Material:	Vinyl
	Location:	Street side of Module centered

<b>Item #S2</b>	Decal:	"Emergency Vehicles"
	Font:	Serpentine bold
	Color:	Blue
	Size:	3"H x 51.25" L
	Material:	Vinyl
	Location:	Streetside of module centered below Item #S1



## **CURBSIDE VIEW DEMO**

<b>Item #C1</b>	Decal:	"North Star"
	Color:	Blue
	Size:	4" Lettering
	Material:	Vinyl
	Location:	Curbside of module centered
<b>Item #C2</b>	Decal:	"Emergency Vehicles"
	Font:	Serpentine bold
	Color:	Blue
	Size:	3"H x 51.25" L
	Material:	Vinyl
	Location:	Curbside of module centered below Item #C1

### **3.06 COMPARTMENT FINISH**

All compartments shall be sanded, etched, washed, primed, coated with textured polyurea thermoplastic elastomer finish and painted white with light gray splatter paint (G2-33631 Alt 2 / GLV-51748).

All shelves and trays shall be sanded, etched, washed, primed, and painted white with light gray splatter paint (G2-33631 Alt 2 / GLV-51748).

### **3.07 INTERIOR CABINETRY FINISH**

All interior cabinetry shall be sanded, etched, washed, primed, coated with textured polyurea thermoplastic elastomer, and painted white with light gray splatter paint (G2-33631 Alt 2 / GLV-51748).

All drawers, shelves and trays shall be sanded, etched, washed, primed, and painted white with light gray splatter paint (G2-33631 Alt 2 / GLV-51748).

### **3.08 MODULE UPHOLSTERY**

Module upholstery material shall be Dove Gray Spradling Perform 60 seamless vinyl.

### **3.09 MODULE FLOORING MATERIAL**

Shall be Genome (#TFM2702) Altro Transflor Meta Slip-Retardant Sheet flooring providing durability, ease of maintenance and stain resistance. It shall contain a high concentration of microscopic aluminum oxide particles and colored quartz crystals suspended throughout the thickness with silicon carbide grains in the entire wear surface for slip-retardant performance. It shall have an overall thickness of 0.11" nominal. Flooring shall be manufactured for Wear Resistance to meet ASTM C 501, indentation resistance in accordance with ASTM F 1303 and ASTM F 970, Grade 1 standards, shall meet ASTM D 2047 Slip Retardant, ASTM F 970 Static Load, ASTM E648, CMVSS, FMVSS 302, CAN ULC S102.2 Fire Data Tests. (Section 5.04 related)

An insulated floor shall be installed over the 0.125" aluminum subfloor and shall be comprised of 0.75" thick polyiso insulation between 0.75" x 0.75" x 0.063" square tubing, covered with a 0.125" aluminum sheet (Section 2.04 related).

Floor covering material shall be seamless and cove up the side walls a minimum of 5" as a seal.

**3.10****COMPARTMENT LINING**

Compartment floors shall be lined with light gray Matéflex floor tile and all shelves with mat.

**3.11****CABINET LINING**

Interior cabinet shelves shall be lined with easy sweep mats which are removable for ease of cleaning.

**3.12****SURFACES AND FINISHES**

All patient compartment surfaces and finishes shall be impervious to soap, disinfectants, and water, to permit washing and sanitizing.

## **4** **MODULE EXTERIOR**

### **4.01 STEP/BUMPER**

The rear bumper shall be a welded construction of 3" x 3" x 0.375" aluminum angle and 1.5" x 0.25" flat bar and shall be covered by 0.125" bright aluminum diamond plate. The center section, below the doors, shall have a hex-punched open flow design to prevent accumulation of water and snow and provide a 7" step. Both outermost ends shall be angled to prevent dragging of corners in high angle of departure areas. Diamond plate shall be formed on front and rear edges for channel-type strength, and a formed 0.090" aluminum closeout shall be welded to the underside of the bumper. The bumper shall be bolted directly to the chassis frame using high strength Grade 5 bolts. Bumper shall be easily removable and replaceable in case of damage.

### **4.02 RUB RAILS**

Bright finished extruded aluminum rub rails of a double channel design shall be installed along the lower streetside and curbside edges of the module. Rub rails shall be 2.5"H x 0.75"W x 0.125"D, with a 0.5"H red/white conspicuity reflective tape installed in the insert area.

### **4.03 FENDER RINGS**

Bright polished aluminum fender rings with a rounded outer edge shall be installed on the module, following the full contour of the wheel well opening.

### **4.04 DRIP RAIL**

Extruded, anodized aluminum drip rails shall be installed the full length of the module front, rear, and sides near the roof. Drip rails shall be installed with bonding tape and mechanical fasteners on each end that shall withstand exposure to the elements. They shall be finished with 45-degree angled ends to avoid hooking materials which brush against the vehicle causing damage.

### **4.05 ROCK GUARDS**

Bright aluminum diamond plate rock guards shall cover the front module corners, 24" up from bottom of module, 2.5" wrapped around the sides of module, and 15" across the front of the module.

### **4.06 REAR KICK PANEL**

A bright aluminum diamond plate rear kick panel recessed license plate holder shall extend from the bottom edge of the module up to the bottom of the rear doors, full-width formed and wrapped 2.5" around the sides of the module (Section 4.16 related).

### **4.07 FUEL FILL**

A polished cast aluminum fill well shall be installed on the streetside of the module and be properly vented. Fill and vent hoses shall be installed and protected in accordance with the chassis bodybuilder recommendations.

A fill shall be provided for the DEF tank, between the cab and module, streetside.

- 4.08 MODULE WINDOWS**  
All module windows shall have black anodized aluminum frames, rubber gaskets, be dark-tinted and shall be attached with screws for ease of replacement. The side passage door window shall be 18.75" x 18.75" with sliding glass, a positive catch, and a screen. The rear door windows shall be 18.75" x 18.75" fixed glass to prevent exhaust from entering the module.
- 4.09 FUEL SPLASH GUARD**  
A stainless-steel fuel splash guard shall be installed below the fuel fill.
- 4.10 EXTERIOR OXYGEN CYLINDER STORAGE**  
Compartment #3 shall have a welded bracket, painted to match the compartment, and three ratcheting straps with UHMW stiffeners set up for storage of a *customer-supplied-and-installed* H or M-size cylinder.
- 4.16B REAR LICENSE PLATE**  
A recessed license plate holder with dual Whelen #0AC0EDCR LED lights with angled chrome bezels shall be installed below rear doors in the rear kick panel.  
A hidden unlock switch shall be installed behind the license plate (Section 6.40 related).
- 4.17 ELECTRIC STEP**  
A Zico VS-24-9 single electric step with a 7.625" drop shall be installed under the curbside passage door and shall be wired to extend and retract with the door.  
A Pre-wire shall be provided for an Auto/Off switch just inside the curbside passage door.
- 4.19A SPARE TIRE MOUNT**  
An aluminum mounting plate for the OEM spare tire shall be installed in Compartment #1. The spare tire shall be mounted on the bracket.
- 4.27 STAIR CHAIR STORAGE**  
A slide-out tool board with 20" slides, grab hole, gas shock, bracket and strap shall be installed by BNW in Compartment #2 for storage of a *customer-supplied-and-installed* Stryker stair chair.
- 4.34 AUTOMOTIVE UNDERCOATING SEAL**  
The chassis and module underbodies (excluding the area above the fuel tank, driveline, and exhaust lines, per manufacturer's specifications) shall be sprayed with undercoating for reduced corrosion and added sound deadening.

## **5** **MODULE INTERIOR**

All interior hangers, supports, fasteners, latches, and hinges shall be of a near-flush-type design. The patient compartment shall be free of sharp projections. Exposed edges and corners shall be broken with a radius or protected with 1" high-density foam covered with heavy-duty vinyl color-matched upholstery.

### **5.01 UPPER WALL COVERING**

The upper module interior walls shall consist of light gray, heavy-grade, 0.125" ABS vinyl panels attached to the wall structure with a closed-cell polyethylene foam tape coated on both sides with a permanent acrylic-based pressure-sensitive adhesive.

### **5.02 HEADLINER**

The headliner shall be 0.125" aluminum which is sanded, etched, washed, primed, and coated with textured polyurea thermoplastic elastomer, and painted white with light gray splatter paint (G2-33631 Alt 2 / GLV-51748).

### **5.03 HEAD PADS/CUSHIONS**

Head pads located over all module access openings shall be 1.5" foam covered with heavy-duty seamless vinyl upholstery. Head pads and seat backs for seating positions shall be 1.5" foam covered with heavy-duty seamless vinyl upholstery. Seat cushions shall be 3" foam covered with heavy-duty seamless vinyl upholstery (Section 3.08 related).

### **5.04 LOWER WALL COVERING**

The squad bench sides and lower portion of the streetside wall shall be nonporous, color-coordinated material.

### **5.05 GRAB RAIL**

One 75"L x 1.250"D stainless steel grab rail with three support brackets shall be securely mounted to roof structural framing running through centerline.

### **5.06 ACCESS DOOR GRAB RAILS**

Each module access door shall have a 1.250"D L-style stainless steel grab handle which may also be used as an entry assist rail.

### **5.07 IV HANGER**

One retractable dual IV hanger with stabilizers shall be surface-mounted in the ceiling over the primary cot.

### **5.08C COT MOUNT**

A Stryker #6390-700-001 floor plate shall be installed by BNW, to position the aft end of the cot 11" forward of the rear doors (Section 8.02 related).

A 20 amp breaker and 10 ga. 12 VDC power and ground prewire shall be installed, running from the electrical cabinet to the frame rail, terminating in a 36" capped and coiled pigtail forward of the rear axle.

To allow use of non-Power-LOAD, X-frame cots with the Power-LOAD system, a floor plate with plastic cover shall be provided and installed for mounting a *customer-supplied* rear rail clamp.

**5.10 ATTENDANT SEAT**

A Wise #1655 rear-facing high-back bucket seat, upholstered with heavy grade vinyl, Dove gray, shall be located at the head of the cot position and provide easy access to all action wall controls and outlets, and to the patient. Seat shall have a four-point seat belt and shall be securely anchored to a #1934 swivel base.

**5.11 OXYGEN SYSTEM**

The entire oxygen system shall be assembled with certified oxygen hose (1000 PSI burst strength) with brass fittings, be pressure tested, and certified. A 50 PSI regulator shall be included, and one oxygen tank wrench shall be attached to the wall with hook-and-loop tape. A bulkhead connector shall be installed in the ceiling of Compartment #3.

Three Ohio-type outlets shall be installed:

- One in Action Area #6
- One on the curbside wall above the squad bench
- One in ceiling above the primary patient

**5.12 SUCTION PUMP**

The unit shall have an electric pump as the source of suction, installed in Cabinet #12 the HVAC cabinet, and be vented to the outside of the vehicle under the module body. The pump shall be controlled by an on/off switch labeled "SUCTION" on the attendant panel in the Action Area #6.

**5.13 SUCTION COLLECTOR**

A Rico model #RS4X-1001B suction regulator and wall-mount bracket with a 1200cc Rico disposable canister shall be installed in the Action Area #6.

**5.14A SEAT BELT**

Black DOT-compliant seat belts shall be installed at each seating position. Two black four-point, single-buckle energy-absorbing seat belts with below-the-bench retractors shall be installed on the squad bench for sit-up occupants. One four-point single-buckle energy absorbing seat belt with below-the-bench retractors shall be installed on the CPR seat. Three additional automatic locking retractor seat belts with three lower seat belt buckle ends shall be set up for use with stretcher patients. The attendant seat shall have a four-point, single-buckle seat belt.

**5.16 INSULATION**

The module side, ends, roof, doors, and floor shall be insulated to enhance the interior environment and to restrict heat, cold, and external noise from entering the module. The insulation shall be a non-settling foam plank material of 1.5", or 0.75" thickness depending upon location and available space.

Roof, doors, wall, and floor insulation shall be polyisocyanurate.

A 3" wide, 60-mil, closed cell polyethylene foam tape shall be used as a thermal break on the inside surface of the wall tubes.

**5.17 MODULE CLIMATE CONTROL SYSTEM**

The module HVAC system shall incorporate a combination heating/air conditioning unit with 43,300 BTU/hr. heating and 32,000 BTU/hr. cooling capacity. The unit shall have a 580 CFM fan and controls independent of the cab system. A 12VDC booster pump shall be installed to optimize the heating capacity in the module. A return air path with open area equal to at least twice the blower outlet area shall be incorporated into the evaporator closeout.

The module system shall be controllable by a digital thermostat located on the streetside Action Area wall #6.

Four vents shall be installed in a vertical plenum on the aisle side of right front stack, spaced evenly.

A Beam #015715 metal wall port shall be installed in the vertical plenum to provide direct heat to a patient. A hose shall be shipped loose (Section 8.01 related).

**5.18 EXTERNAL AIR INTAKE**

To supplement heated or cooled air with fresh air, an external air intake shall be provided on the side of the module. The intake shall consist of an opening protected by an aluminum vent cover. The interior chamber of the intake shall be made of aluminum and be formed to prevent the collection of moisture. Washable filter media shall be installed in the intake chamber.

**5.19 AIR RETURN**

A return air path with an open area equal to at least twice the blower outlet area shall be incorporated into the evaporator closeout.

**5.20 EXHAUST VENT**

A motor-powered exhaust vent with a chrome Perko cover shall be located in the streetside rear corner of the module. A switch labeled "VENT" shall be installed in the Action Area attendant panel to turn the exhaust vent on/off (Section 6.13 related).

**5.21 NO SMOKING/FASTEN SEAT BELTS SIGNS**

Two "NO SMOKING/OXYGEN EQUIPPED" and "FASTEN SEAT BELTS" signs shall be installed - one set in the cab on the glove box door, and one set in the module above the Action Area oxygen outlet.

**5.24 CLOCK**

An atomic-controlled clock shall be installed on the electrical cabinet. The clock shall be LCD display and show hours (12/24 selectable), minutes, seconds, date, day, and temperature. Clock is powered by two AA alkaline batteries.

**5.26 SHARPS/HAZARDOUS WASTE CONTAINER**

One Becton Dickinson 8.2 qt. sharps container and one 7 qt. waste container shall be installed at the aft end of the Action Area countertop, with a hinged clear polycarbonate cover with a finger hole.

**5.29 OXYGEN WINDOW**

A 6" x 11" clear 0.177" polycarbonate oxygen window with knob and self-closing hinges shall be installed on the aft wall of the curbside squad bench.

**5.35A****INTERIOR CYLINDER STORAGE**

Tip-out latching storage for two *customer-supplied-and-installed* D-cylinders shall be provided in Cabinet #10, with a wedge-shaped stainless-steel spring to prevent cylinder rattling.



## **6** **ELECTRICAL**

All added body and chassis electrical equipment shall be served by circuits separate and distinct from the vehicle chassis circuits. All vehicle wiring shall be copper and conform to all SAE J1128 requirements. The wiring shall be colored, numbered, or function coded every 3" for permanent identification and correspond with the vehicle schematics. Solderless, insulated connectors shall be used. Slotted Panduit-style wiring duct shall be used in electrical component module to ensure air circulation throughout power component wiring. The wiring shall be routed in conduit or looms and wiring shall be secured to the underbody or frame with insulated metal cable straps. All power distribution cabling shall be covered with a protective split loom. Where wiring passes over the exhaust, a heat shield shall be installed. The electrical component module shall be equipped with positive locking plugs to provide easy disconnect for remount or repair of body. All wiring devices, switches, outlets, etc., except circuit breakers, shall be rated to carry 125% of the maximum ampere load for which the circuit is protected. The vehicle electrical system shall be tested and certified to AMD 005 requirements.

### **6.01 ELECTRICAL LOAD DEVICES**

Body electrical wiring shall utilize overload protective devices of the automotive-type circuit breaker. In addition, one single pole, 20-amp circuit breaker shall be provided for future use. The circuit breakers, relays, and other electrical items shall be located in included as part of the enclosed electrical component module located in Cabinet #13 electrical cabinet.

### **6.02 VOLTMETER/AMMETER**

A single display voltmeter/ammeter shall be installed on the side of the console, driver's side, which simultaneously displays voltage and alternator current when the ignition is on (Section 6.09 related). Display flashes to indicate low voltage. A buzzer shall indicate low voltage.

### **6.04 IGNITION CONTROL**

Chassis electrical circuits shall be controlled by the ignition switch as provided by the OEM chassis manufacturer. The auxiliary chassis-related functions shall be powered by one 100-amp continuous duty solenoid, triggered by the chassis ignition.

### **6.05B MODULE POWER**

Module power shall be controlled by a driver's console-mounted switch labeled "MODULE DISC." which activates an InPower #SSC42-275 solid state contactor (Section 6.09 related). An ignition interlock shall disconnect module power 15 minutes after the vehicle's ignition is turned off. The interlock shall also allow module power to be reactivated independently for 15 minutes by cycling the ignition switch. The SSC42-275 shall turn off module power without delay when the module disconnect switch is turned off.

### **6.06 WIRING ACCESS**

All cabinets and compartments shall have removable panels as needed to access wiring harnesses and hoses.

**6.07 BACK-UP ALARM**

An SAE J994-compliant self-adjusting back-up alarm shall be installed, without a disable switch.

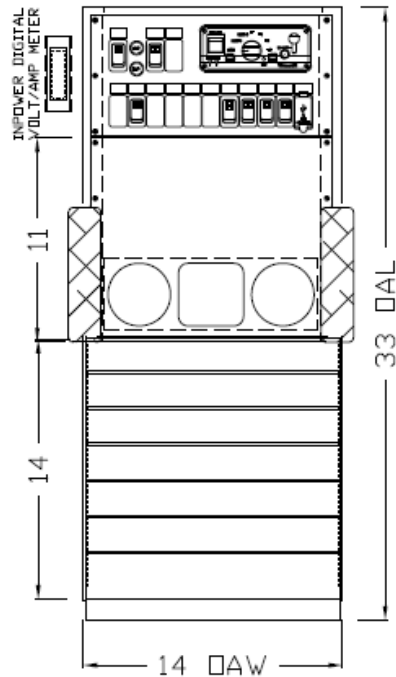
**6.08 SERVICE LOOP**

A 6" service loop of wire or harness shall be provided at all electrical components, terminals, and connection points.

**6.09 DRIVER'S CONSOLE/MAP BOX**

A driver's console made of black-powder-coated formed aluminum shall be installed between the seats. It shall have a switch panel with the following layout, two cup holders, two armrests and a map holder with six mill-finished aluminum dividers.

1.	Passage Compt. D/O Lights	2.	Emerg. Master	3.	Blank	Siren				
Module Disc.										
4.	5.	6.	7.	8.	9.	10.	11.	12.	13.	14.
Blank	White Lights	Blank	Blank (Opticom Circuit)	Blank	Blank	Spare	Left Scene	Right Scene	Rear Scene	USB A/C



**6.10 SWITCHES**

Switches installed in the driver's console and switch panel(s) shall be rocker-type and permanently marked by function.

**6.12 DOOR AJAR WARNING LIGHTS**

A flashing LED light with a red lens shall warn the driver of an open module passage door, and a flashing LED light with an amber lens shall warn the driver of an open module compartment door. The lights shall flash only if the ignition is on. Lights shall be installed on the driver's console (Section 6.09 related).

**6.13 CONTROL PANEL**

A six-switch control panel shall be located on the streetside wall in the Action Area #6 with the following switch layout:

1.	2.	3.	4.	5.	6.
Left Dome Hi-Lo-Off	Right Dome Hi-Lo-Off	Suction	Vent	Attendant Light	USB A/C

A digital thermostat and an inverter status panel shall be located adjacent to the control panel (Sections 5.17 and 6.31 related).

**6.14 CABINET LIGHTING**

The wall area below Cabinets #1 and #4 shall be lighted utilizing under-cabinet LED strip lighting with an on/off switch labeled "ATTENDANT LIGHT" in the streetside attendant panel.

**6.15A STEP LIGHT**

A Whelen #3SC0CDCR Clear Lens Clear 3" LED light shall be installed on the forward wall of the curbside door stepwell.

**6.16B MODULE INTERIOR LIGHTING**

Shall be designed to maintain maximum headroom without interfering with the structural integrity of the roof. Module interior lighting shall consist of six Whelen #80C0EHCR dual intensity LED recessed lights:

- One bank of three lights positioned toward the streetside
- One bank of three lights positioned toward the curbside

There shall be a control switch for each bank of dome lights in the streetside attendant panel (Section 6.13 related). Dome light switches shall be momentary contact HI-LO-OFF switches labeled "LEFT DOME" and "RIGHT DOME".

Pressing the top of the switches shall increase intensity. Pressing the bottom of the switches shall decrease intensity.

The curbside bank of lights shall be automatically activated when the rear or side doors are opened or by a momentary rocker switch labeled "DOME TIMER" mounted on the wall near the curbside passage door, which shall activate a battery hot timer. Pressing the switch once shall initiate 15-minute timed operation of the lights. Pressing the switch again shall cancel the timed operation.

## **6.17 BASIC EXTERIOR LIGHTING**

Basic lighting shall include headlights, parking lights, directional signal lights, tail and stop lights, license plate light, back-up lights, hazard lights, identification lights, clearance lights, and side marker lights as required by FMVSS 108.

Module identification lights, clearance lights, and side marker lights, unless included on a lightbar, shall be Truck-Lite LED Model 36.

Rear and side reflex reflectors shall be installed in accordance with FMVSS 108 requirements.

Rear stop/tail, turn and back-up lights shall be Truck-Lite Model 45 series LED lights, installed in the rear kick panel, pattern from outboard in: red stop/tail light, amber turn signal, and clear back-up light. The back-up lights shall activate automatically when the vehicle is placed in reverse.

## **6.19 ANTENNA MOUNTS AND CABLES**

Two NMO universal antenna mounts with KHFUD/RG58UD cables, Larsen HyPermaster universal connectors and mini-UHF adapters shall be installed on the module roof. Antenna base access shall be through the dome light openings, and the cables shall terminate in the electronics cabinet #15.

## **6.20 BLOCK HEATER**

A block heater, with circuit breaker in the 120VAC Power Box, shall be wired to the 120VAC shorepower system (Section 1.01.02 related).

## **6.21 120VAC/SHORELINE CIRCUIT BOX**

Utility power shall be furnished from 120VAC shorepower via a Kussmaul 20-amp Super Auto-Eject plug with a white cover on a stainless steel plate with a green indicator light located on the driver's side of vehicle and distributed via a formed aluminum power box recessed into the streetside front compartment. 120VAC power box shall be recessed and shall have an easily removable cover.

Circuit breakers shall be installed for overcurrent protection and circuit isolation:

- Block Heater (15 A)
- Inverter (20 A)
- Receptacles (15 A)

All exposed receptacles shall be ground fault circuit interrupting (GFCI) and shall have a power on indicating light.

Five interior 120VAC GFCI duplex receptacles shall be mounted:

- One in Compartment #1
- One in Cabinet #1
- One in Cabinet #5
- One in Action Area #6
- One in Cabinet #18

## **6.22 BATTERY GROUNDS**

In addition to OEM chassis grounds, the following ground circuits shall be added to reduce RF interference:

-A minimum 4 ga. ground cable from the power component panel to the chassis frame.

-Two braided ground straps with soldered ends from the module body to the chassis frame.

- 6.23 BATTERY CHARGER**  
A 60-amp battery charger shall be provided as part of the Samlex Pure Sine 1200-watt inverter system. (Section 6.31 related)
- 6.24 BATTERY MODIFICATIONS**  
Chassis batteries shall be utilized in existing locations.
- 6.25 12VDC POWER SUPPLY**  
Two 12VDC, 15-amp lighter-style power point receptacles shall be provided;  
– One Action Area #6  
– One Cabinet #18  
Two Kussmaul Dual USB A/C charge ports shall be installed:  
– One in Action Area #6  
– One in the driver’s console  
All 12VDC power point receptacles, USB charge ports, 12VDC charging circuits, electric air compressors, and cool cabinets, if present, shall be powered from a 12VDC auxiliary bus. An InPower LVD20-100-SPC540 low voltage disconnect switch shall deliver power to the auxiliary bus only when the supply voltage to the vehicle batteries is at or above 13.0 VDC.
- 6.26 COMPARTMENT LIGHTING**  
LED strip lighting shall be installed in each outside compartment, and shall be activated by the respective compartment door switch.
- 6.27 EXTERIOR DOOR SWITCHES**  
Shall be 1/2" mechanical door switches.

**6.30**

**EMERGENCY WARNING SYSTEMS**

All emergency lighting shall be controlled by the "EMERG. MASTER" switch on the driver's console (Section 6.09 related). When the switch is on, module power is on, and the vehicle is not in park, all emergency lighting shall be activated, and the hands-free function of the siren shall be enabled. The upper flashers and lightbars—except for rear-facing amber lights—shall be disabled when the vehicle is shifted into park.

**6.30.01**

**FRONT LIGHTBAR**

A 94" Whelen 4500 Plus Series LED lightbar shall be recess-mounted on the front of the module, pattern curbside to streetside:

Location	Lens Color	Model	Light Color	Type	Light	Flash Pattern	Additional
Curbside	Clear	700 Series	Red	LED	Flasher	A/F 150	
	Clear	700 Series	Red	LED	Flasher	A/F 150	
	Clear	700 Series	Red	LED	Flasher	A/F 150	
	Clear	700 Series	Clear	LED	Flasher	A/F 150	
Center	Clear	Blank	Clear				Opticom Circuit
Streetside	Clear	700 Series	Clear	LED	Flasher	A/F 150	
	Clear	700 Series	Red	LED	Flasher	A/F 150	
	Clear	700 Series	Red	LED	Flasher	A/F 150	
	Clear	700 Series	Red	LED	Flasher	A/F 150	

The lightbar shall be recess-mounted with the horizontal plane of the roof, and protrude no more than 1/2" beyond the vertical plane of the front and sides of the module. The LED ICC clearance and identification lamps shall be an integral part of the lightbar.

The rear lightbar shall be controlled by the "EMERG. MASTER" switch in the driver's console. The flashers shall be disabled when the vehicle is shifted into park.

The white lights shall also be controlled by the "WHITE LIGHTS" switch in the driver's console.

**6.30.02**

**REAR LIGHTBAR**

A 94" Whelen 4500 Plus Series LED lightbar shall be recess-mounted on the rear of the module, pattern curbside to streetside:

Location	Lens Color	Model	Light Color	Type	Light	Flash Pattern	Additional
Curbside	Clear	700 Series	Red	LED	Flasher	A/F 150	
	Clear	700 Series	Red	LED	Flasher	A/F 150	
	Clear	Triple LR11	Clear	LED	Load Light	None	(Section 6.30.04 Related)
	Clear	700 Series	Amber	LED	Flasher	A/F 150	
Center	Clear	70BTT	Red	LED	BTT		Third Brake Light
Streetside	Clear	700 Series	Amber	LED	Flasher	A/F 150	
	Clear	Triple LR11	Clear	LED	Load Light	None	(Section 6.30.04 Related)
	Clear	700 Series	Red	LED	Flasher	A/F 150	
	Clear	700 Series	Red	LED	Flasher	A/F 150	

The lightbar shall be recess-mounted with the horizontal plane of the roof, and protrude no more than 1/2" beyond the vertical plane of the rear and sides of the module. The bar shall include an LED brake/clearance light over the center lights. The LED clearance lights shall be an integral part of the lightbar.

The rear lightbar shall be controlled by the "EMERG. MASTER" switch in the driver's console. The red flashers shall be disabled when the vehicle is shifted into park.

**6.30.03**

**FLASHERS**

Four Whelen #M9RC Clear Lens Red Super-LED flashers shall be mounted two each on the curbside and street side of the module in upper corners.

Two Whelen #M9AC Clear Lens Amber Super-LED flashers shall be mounted on the rear of the vehicle in line with the rear entrance door windows.

Two Whelen #WIONSMCR Clear Lens Red flashers with chrome housings shall be installed, one in the streetside and one in the curbside rear kick panel.

Lights shall be controlled by the "EMERG. MASTER" switch on the driver's console (Section 6.09 related). The red flashers shall be disabled when the vehicle is shifted into park.

Two Whelen #WIONSMCR Clear Lens Red flashers with chrome housings shall be installed on the rear of the module lower, one streetside, and one curbside just above the rear kick panel, in line with the amber flashers at window height. Lights shall be controlled by the "EMERG. MASTER" switch on the driver's console (Section 6.09 related).

**6.30.04****SCENELIGHTS**

Four Whelen #M9LZC Scene Super-LED light heads shall be mounted, two each on the curbside and streetside of the module in upper corners.

The curbside passage door shall activate the curbside scene lights. The scene lights shall also be controlled by the respective switches on the driver's console (Section 6.09 related).

Two Whelen LR-11 LED scene lights shall be included in the rear lightbar. The rear scene lights shall be controlled by the "REAR SCENE" switch on the driver's console (Section 6.09 related), and shall activate when the rear curbside passage door is opened or when the vehicle is placed in reverse.

**6.30.05****SPOTLIGHT**

A Novatech Nitehawk Patrol 2000L Series LED spotlight with integrated momentary rocker switch shall be hardwired into the front of the driver's console (Section 6.09 related).

**6.30.06****INTERSECTION LIGHTS**

Four Whelen #WIONSMCR Clear Lens Red LED flashers with chrome housings shall be installed, one on each cab fender and one above each module wheel well. Lights shall be controlled by the "EMERG. MASTER" switch on the driver's console (Section 6.09 related).

**6.30.08****GRILLE LIGHTS**

Two Whelen #WIONSMCR Clear Lens Red LED flashers with chrome housings shall be installed on the OEM grille. Lights shall be controlled by the "EMERG. MASTER" switch on the driver's console (Section 6.09 related).

A pre-wire shall be provided from the electrical panel to the grille area for future use of white lights as wig wags.

A pre-wire shall be provided from the electrical panel to the grille area for future use of a grille light as steady red.

**6.30.09****SIREN**

A Whelen 295SLSA1, 200-watt siren shall be installed in the driver's console (Section 6.09 related). Standard features shall include Radio Rebroadcast, Public Address, Manual, Wail, Yelp, Air horn, and Piercer tones. The siren's hands-free function shall operate through the OEM horn ring circuit when the sirens rotary selector is in the HF position and the Emergency Master switch is on.

**6.30.10****SIREN SPEAKERS**

Two Federal Signal DynaMax #ES100C 100-watt speakers with mounting brackets shall be installed in the OEM bumper cutout.

**6.31****INVERTER**

A Samlex Pure Sine 1200-watt inverter with a 60-amp battery charger shall be installed in Cabinet #15. A remote inverter status panel shall be installed in the Action Area #6. The inverter shall be configured to turn on and off with ignition.

**6.35****FLUID WARMER**

A 120VAC fluid warmer with a 120VAC GFCI duplex receptacle shall be installed in cabinet #1. The warmer shall be thermostatically controlled at 95 to 115 degrees F. Space



for 10 one-liter bags of fluids shall be provided with a 4" surround to contain the fluid bags.

**6.40****ELECTRIC DOOR LOCKS**

Electric door locks shall be installed on all compartment and module passage doors. Two lock/unlock switches shall be provided in the module: one located on the rear curbside passage door, and one located on the curbside passage door. The door locks for the cab and module shall be interconnected, to allow all doors to be locked/unlocked from either the cab or module.

A hidden unlock switch shall be installed behind the license plate on the rear of the module (Section 4.16 related).

**6.46****AUDIO/VIDEO/RECORDING EQUIPMENT****Item #1**

**Description:** A Zorg back-up camera system shall be installed, including a surface-mounted camera and a rear-view mirror/monitor with a 4.3" screen.

**Location:** Camera on the rear of the module, centered above the rear passage doors. Rearview mirror/monitor centered on chassis windshield, upper.

**Additional Instructions:** Camera shall automatically display on monitor when the vehicle is placed in reverse. The programming remote shall be shipped loose (Section 8.01 related).

**6.48****TRAFFIC SIGNAL PREEMPTION**

A circuit shall be installed for future installation of a traffic preemption emitter (Opticom) in the front light bar. The Opticom circuit shall be set up to be controlled by a future switch on the driver's console and shall be disabled when the vehicle is shifted into park.

## **7 SUPPORTING DOCUMENTATION**

### **7.01 OWNERS MANUAL**

Shall be provided with vehicle and consists of the following items:

1. Braun Northwest Contact Information
2. Table of Contents
3. Manufacturers' Labels
4. Electrical Load Test/Payload/Paint Stickers
5. Braun Northwest Warranties
  - Lifetime module warranty
  - Seven-year/75,000-mile limited electrical warranty
  - Two-year/30,000-mile conversion warranty
  - Five-year paint warranty
  - Chemical De-Icer Statement
6. Service and Operations manual
7. Electrical
  - Wire charts and plug pinouts
  - Harness layout
  - Schematics
8. Parts list
9. Paint information
10. Products and Information
11. Second OEM chassis key

## **8 MISCELLANEOUS EQUIPMENT**

### **8.01 LOOSE EQUIPMENT**

The following equipment shall be shipped loose with the vehicle:

1. Touch Up Paint
  - White-PW7 (GLV-11291701)
  - White G2-33631 Alt 2
  - Gray GLV-51748
2. Spare tire and wheel
3. Wheel Simulator Wrench
4. Tire Changing tool and OEM jack
5. Antenna Coax Ends
6. Adjustable shelf for compartment #1
7. Road Safety Kit (includes flares, triangle and fire extinguisher) (For BNW Demo period)
8. Back-up camera Programming remote
9. 12.5'L hose

\* \* \* \* \*



## MONO COUNTY SHORT FORM CONTRACT - GOODS and/or SERVICES

Contractor Name	<u>Stryker Medical</u>	Contract #	<u>10698944</u>
Contractor Address	<u>PO Box 93308</u>	Vendor #	<u></u>
	<u>Chicago, IL. 60673-3308</u>	Account #	<u></u>
	<u></u>	Not to Exceed	<u>\$ 63,643.00</u>
	<u></u>		

### Goods or Service Description/Details

6507 Power Pro 2 high configuration gurney, Lithium-Ion battery, Assembly power cord, Assembly battery charger, MTS power load including floor plate.

By signature of its Purchasing Agent below, Mono County agrees that the contractor named above shall provide the goods or services and associated materials, if any, for the prices or at the rates, and within the time period specified below.

\_\_\_\_\_  
Mono County Purchasing Agent or Authorized Signature

\_\_\_\_\_  
Date

All services and materials must be delivered within 120 days of the above date, after which this contract will be void. Contractor's provision of services and associated materials or goods is subject to the terms and conditions set forth on the reverse side of this Contract.\*\*\*\*Contractors providing services within Mono County are required to obtain a business license and provide a W-9. Information about obtaining a County Business License can be found here <http://www.mono.ca.gov/tax/page/business-license-application> or by calling the Mono County Tax Collector at 760-932-5480.

Send invoices to:

Mono County EMS

PO Box 511

Bridgeport, CA 93517

Accepted:

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Contractor Name

Mono County Short Form Contract-Services

This Short Form Contract ("Contract") is made by and between the County of Mono ("County") and the party to which this Contract is addressed ("Contractor"), effective as of the date set forth above.

1. Contractor shall provide to County all services and associated materials, if any, as described, for the compensation, and within the time period specified or referenced on the reverse side of this Contract.
2. County shall make payment to Contractor for such services in accordance with the terms set forth herein within thirty (30) days after its receipt of an accurate, itemized written statement or invoice from Contractor.
3. Contractor shall comply with all applicable laws in the provision of services and associated materials, if any, pursuant to this Contract. Further, Contractor shall obtain and maintain all such licenses and permits, or other authorizations, as are required for it to provide the services and associated materials, if any, as have been requested of it by County pursuant to this Contract.
4. Contractor waives any right to, and shall deliver possession and title to County of, all publications, computer programs, inventions, or other property which result from the Contractor's performance of services pursuant to this Contract unless otherwise expressly agreed in writing by County.
5. Contractor shall, and shall require its agents, officers and employees to, maintain the confidentiality of any and all proprietary, privileged, or otherwise confidential information in County's possession and obtained by Contractor et al. as the result of their performance of this Contract, and shall refrain from disclosing or using such information except as necessary to provide the services and associated materials, if any, pursuant to this Contract.
6. Contractor shall maintain workers' compensation insurance to the extent required by law, and shall maintain at least the minimum types and amounts of other insurance coverage as are usually and customarily maintained by persons or firms engaged in the provision of the same or similar type of services and associated materials, if any, as called for by this Contract. Contractor shall add the County of Mono, its officers, agents, employees, and volunteers as additional insured to their general liability policy relating to all work performed under this Contract. Contractor's worker's compensation policy shall be endorsed with a waiver of subrogation in favor of County.
7. Contractor shall defend, indemnify, and hold harmless County, its agents, officers, employees and volunteers from and against any and all claims, liability, and other costs, including litigation costs and attorney's fees, arising out of or resulting from acts or omissions of Contractor, or Contractor's agents, officers, employees, or volunteers, or any person for whose acts or omission any of them may be liable, in the provision of services and associated materials, if any, hereunder.
8. Contractor shall prepare and maintain such records as may be required by law or this Contract regarding the Contractor's provision of services and associated materials, if any, pursuant to this Contract, and shall make such records available for inspection by County and other authorized entities and persons for reasonable requested audit or evaluation purposes.
9. Contractor shall refrain from, and require its agents, officers, and employees to refrain from, discriminating in violation of applicable federal or state law against any person in the course of providing services and associated materials, if any, pursuant to this Contract.
10. Contractor shall provide to County all warranties for all materials provided pursuant to this Contract which are impliedly or expressly provided by law or which the manufacturer customarily provides to purchasers or users.
11. This Contract may be terminated by either party upon at least ten (10) days prior written notice. Contractor shall be entitled to payment for services and associated materials, if any, provided prior to its receipt of notice of termination in accordance with terms and condition of this Contract.
12. This Contract may be amended only by mutual written consent of the parties; it is intended as the entire agreement between the parties, superseding all previous agreements between them. If any portion of this Contract is determined to be invalid, the remaining portions shall continue in full force and effect.
13. This Contract is governed by California law. Venue for any legal proceeding arising out of or related to it shall be in Mono County, California. If either party initiates legal proceedings against the other party with respect to the Contract, the non-prevailing party shall pay the prevailing party's costs and expenses (including reasonable attorney's fees).
14. The parties are independent contractors, and the employees, officers, and agents of one party shall not be deemed to be employees of the other party for any purpose.
15. By Contractor's signature on this Contract and/or Contractor's provision of services and associated materials, if any, pursuant to this Contract shall constitute Contractor's agreement to its terms and conditions. County's issuance of this Contract constitutes County's agreement to its terms and conditions.
16. Notwithstanding the above, this Contract is subject to and incorporates herein the terms of such bid specifications, if any, issued by County concerning the services rendered by Contractor.
17. In accordance with the California Labor Code, Contractor is advised that some or all of the services Contractor is to provide County pursuant to this Contract may constitute a "public work." Accordingly, Contractor, and any subcontractor, shall pay to all workers employed in the performance of such services not less than the general prevailing rate of per diem wages for regular, holiday, and overtime work. The general prevailing rates of per diem wages have been determined by the Director of the California Department of Industrial Relations (DIR); copies of the Director's determinations are on file at the Mono County Department of Public Works, 74 N. School Street, Bridgeport and are available upon request. For services constituting a public work, Contractor (and any subcontractor) must be registered with the DIR and is subject to compliance monitoring and enforcement by the DIR.
18. Vendors providing services within Mono County are required to obtain a business license and provide a W-9.
19. All services and materials must be provided or delivered within 120 days of the above date, after which this Contract becomes void. If a shorter period is provided on the reverse side of the Contract, then it shall govern.

# Purchase Order Form



**Account Manager :** Ricky Gonzalez

**Purchase Order Date :** 05-09-2023 18:03:00 -0400

**Cell Phone :**

**Expected Delivery Date :**

**Stryker Quote Number :** 10698944

**Customer PO Number :**

Bill To	Customer # : 1061543
Company Name :	COUNTY OF MONO
Contact or Department :	
Street Address :	PO BOX 511
Add'l Address Line :	
City, ST, ZIP :	BRIDGEPORT, California, 93517-0511
Phone :	

Ship To / End User	Customer # : 1235807
Company Name :	MONO COUNTY EMER MED SVCS
Contact or Department :	
Street Address :	193 TWIN LAKES RD
Add'l Address Line :	
City, ST, ZIP :	BRIDGEPORT, California , 93517
Phone :	

Deliver To	Customer # : 1235807
Company Name :	
Contact or Department :	
Street Address :	
Add'l Address Line :	
City, ST, ZIP :	
Phone :	

**Authorized Customer Initials** \_\_\_\_\_

**Authorized Customer Initials** \_\_\_\_\_

**Authorized Customer Initials** \_\_\_\_\_

Description	Total
	\$63,642.90

**Total :** \$63,642.90

# Purchase Order Form



## Accounts Payable Contact Information

Name :

Email :

Phone :

## Authorized Customer Signature

Name :

Title :

Signature :

---

Date :

---



## Powered system

Quote Number: 10698944

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308

Chicago, IL 60673-3308

Prepared For: MONO COUNTY EMER MED SVCS

Rep: Ricky Gonzalez

Attn:

Email: ricardo.gonzalez@stryker.com

Phone Number:

Quote Date: 05/09/2023

Expiration Date: 08/07/2023

### Delivery Address

Name: Braun Northwest Inc

### End User - Shipping - Billing

Name: MONO COUNTY EMER MED SVCS

### Bill To Account

Name: COUNTY OF MONO

Account #: 1235807

Account #: 1235807

Account #: 1061543

Address: 150 North Star Drive

Address: 193 TWIN LAKES RD

Address: PO BOX 511

Chehalis

BRIDGEPORT

BRIDGEPORT

Washington 98532

California 93517

California 93517-0511

### Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	650705550001	6507 POWER PRO 2, HIGH CONFIG	1	\$29,609.61	\$29,609.61
2.0	650707000002	Lithium-Ion Battery	1	\$900.15	\$900.15
3.0	650700450102	ASSEMBLY, POWER CORD, NORTH AM	1	\$29.75	\$29.75
4.0	650700450301	ASSEMBLY, BATTERY CHARGER	1	\$1,288.60	\$1,288.60
5.0	639005550001	MTS POWER LOAD *INCLUDES FLOOR PLATE*	1	\$26,772.71	\$26,772.71
Equipment Total:					\$58,600.82

### Price Totals:

Estimated Sales Tax (7.250%): \$4,248.56

Freight/Shipping: \$793.52

Grand Total: \$63,642.90

Prices: In effect for 30 days

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.



**Capital Terms and Conditions:**

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's Acute Care capital terms and conditions can be found at [https://techweb.stryker.com/Terms\\_Conditions/index.html](https://techweb.stryker.com/Terms_Conditions/index.html). A copy of Stryker Medical's Emergency Care capital terms and conditions can be found at <https://www.strykeremergencycare.com/terms>.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 6, 2023

**Departments: CAO**

**TIME REQUIRED**

**SUBJECT** Fiscal Year 2022-23 Budget  
Adjustments

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

As part of the follow up to the Budget Workshop May 1st, staff have put together budget adjustments to execute direction from Mono County board through June 30, 2023. Additionally, departmental budget review has resulting in several budget requests needed for services through June 30, 2023.

**RECOMMENDED ACTION:**

Approve budget adjustments for FY 2022-23 as requested or amended, (4/5 vote required).

**FISCAL IMPACT:**

Increases total FY 2022-23 one-time budget appropriations by \$3,534,072 as per direction from Mono County Board on May 1, 2023, as well as use of budgeted contingency for \$399,300 leaving \$64,360 for use through June 30, 2023. Unanticipated revenues of \$279,487 are used to offset additional appropriations of the same amount.

**CONTACT NAME:** Megan Chapman

**PHONE/EMAIL:** 7609241836 / mchapman@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">Attachment A - ATR from Board workshop May 1, 2023</a>
<a href="#">Attachment B - ATR from Departments requesting use of contingency</a>
<a href="#">Attachment C - ATR from Departments requesting increase to appropriations and expenditure</a>

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
5/26/2023 4:14 PM	County Counsel	Yes
5/22/2023 1:09 PM	Finance	Yes
5/26/2023 4:18 PM	County Administrative Office	Yes



June 6, 2023

**BOARD OF SUPERVISORS**

CHAIR

Rhonda Duggan / District 2

VICE CHAIR

John Peters / District 4

Bob Gardner / District 3

Lynda Salcido / District 5

Jennifer Kreitz / District 1

To: Mono County Board of Supervisors

From: Megan Chapman, Budget Officer

RE: FY 2022-23 Budget requested adjustments

Strategic Plan Focus Areas Met

- A Thriving Economy
- Safe and Healthy Communities
- Sustainable Public Lands
- Workforce & Operational Excellence

**COUNTY DEPARTMENTS**

ASSESSOR

Hon. Barry Beck

DISTRICT ATTORNEY

Hon. David Anderson

SHERIFF / CORONER

Hon. Ingrid Braun

ANIMAL SERVICES

Chris Mokracek (Interim)

BEHAVIORAL HEALTH

Robin Roberts

COMMUNITY DEVELOPMENT

Wendy Sugimura

COUNTY CLERK-RECORDER

Scheereen Dedman

COUNTY COUNSEL

Stacey Simon, Esq.

ECONOMIC DEVELOPMENT

Jeff Simpson

EMERGENCY MEDICAL

SERVICES

Bryan Bullock

FINANCE

Janet Dutcher

CPA, CGFM, MPA

INFORMATION

TECHNOLOGY

Milan Salva (Interim)

PROBATION

Karin Humiston

PUBLIC HEALTH

Kathy Peterson (Interim)

PUBLIC WORKS

Paul Roten

SOCIAL SERVICES

Kathy Peterson

The Mono County FY 2022-23 Budget was adopted on September 2<sup>nd</sup> 2022. The Budget was reviewed and adjusted as part of the Mid-year Budget review February 21, 2023. The Appropriation transfer Requests (ATR) before you today are separated into three attachments: one time appropriations, use of contingency and budget unit appropriation increases.

Attachment A includes the following adjustments to implement direction from Budget workshops May 1<sup>st</sup>, these adjustments will increase county budget by \$3,534,072 in appropriations:

1. Budget adjustment to execute use of General Fund balance for funding Economic Stabilization in the amount of \$2,623,422, Pension Stabilization in the amount of \$580,288 and Local Assistance for \$230,362.
2. Budget adjustment to execute the purchase of Heart Rate monitors for \$100,000 from Local Assistance Fund Balance.

Attachment B includes department budget requests requires board approval that have arisen since Mid-Year. The FY 2022-23 Budgeted contingency is for \$463,660, the approval of the Budget adjustments in Attachment B will leave \$64,360 for allocation through June 30, 2023. Attachment B adjustments are summarized below:

1. Allocation of \$50,000 from contingency to Mono First 5 for distribution to childcare providers who participate in the Childcare Quality System.
2. Allocation of \$95,000 from contingency for Tech Refresh for Johnson Controls to provide access control systems at 6 additional county sites.
3. Allocation of \$169,000 from contingency to Emergency Medical Services to cover Overtime and Motor Pool expenses.
4. Allocation of \$85,300 from contingency to Probation Salaries and Benefit allocations for changes to workload reimbursed by Drug Court Grant, Pretrial Services and Prop 64 Public Health and Safety Grant.

Attachment C includes three adjustments that increase revenues or use of Fund Balance and corresponding expenditures within a single Budget unit that require Board approval. These adjustments increase appropriations by \$304,487:

1. Community Development has a request for use of \$25,000 to because abatement of a property on Main Street in Bridgeport may need to be completed by the County to remediate a potential public safety hazard that is currently closing the sidewalk before July 4th celebrations.
2. Probation is requesting an increase in revenues to account for reimbursement of half of the Family Urgent Response System (FURS) Coordinator, previously this was done as a Salary and Benefit offset. This is a change to how the position is reimbursed and expensed.
3. Probation is requesting an increase in Transfer In Revenues by \$10,000 for Juvenile services that can be offset Youth Offender Block Grant (YOBG) grant revenues as previously budgeted \$12,000 for purchase of truck was not needed.
4. Finance has a request to increase budget for Miscellaneous revenue that has already been received to allow for an increase in total appropriations by \$24,324 for use in Audit services and Publications and legal notices for the Fee Study.
5. Finance has a request to increase appropriations for Disaster Assistance \$200,000 by using Fund Balance leaving a Fund Balance of just over \$250,000.

Attachments:

Attachment A – ATR from Board workshop May 1, 2023

Attachment B – ATR from Departments requesting use of contingency

Attachment C – ATR from Departments requesting increase to appropriations and expenditures

# Attachment A

<b>COUNTY OF MONO</b>					
<b>APPROPRIATION TRANSFER REQUEST</b>					
<b>Department Name:</b>	Finance	<b>Date:</b>	5/8/2023		
<b>Prepared by:</b>	Janet Dutcher	<b>Phone:</b>	760-932-5434		
<b>Action Type -</b>					
Line Item Increase: +   **Make sure revenue increases and use of fund balance are negative in the adjustment column					
Line Item Decrease: -   **Make sure expenditure decreases are negative in the adjustment column					
Action	Account Number	Account Name	Approved Budget	Adjustment	Adjusted Budget
+	XXX-XX-XXX-XXXXXX		\$XX,XXX.XX	\$XX,XXX.XX	\$XX,XXX.XX
	100-10-071-60100	Transfer out	\$4,870,943.00	\$2,853,784.00	\$7,724,727.00
	100-10-071-60101	Transfer out to Fiduciary Funds	\$0.00	\$580,288.00	\$580,288.00
	194-10-001-18100	Transfers In - Local Assistance	\$0.00	(\$230,362.00)	(\$230,362.00)
	151-10-001-18100	Transfers in - Economic Stabilization	(\$500,000.00)	(\$2,623,422.00)	(\$3,123,422.00)
		Use of GF carryover		(\$3,434,072.00)	
		Addition to Local Assistance Project Fund carryover balance		\$230,362.00	
		Addition to Economic Stabilization Fund carryover balance		\$2,623,422.00	
<b>Total (Must equal \$0)</b>				<b>\$0.00</b>	
<b>Explanation</b>					
<b>Please address the following for the Budget adjustment requested: (Attach memo if necessary)</b>					
<b>1 - Why was this revenue not anticipated at time of Budget Development?</b>					
These adjustments came out of the Budget workshop on 5/1/23					
<b>2 - Why are funds available for the budget adjustment?</b>					
This is GF carryover available as of June 30, 2022 (\$7,046,072) less \$1,112,000 set aside for FY 2023-24 budget deficit and \$2,500,000 appropriated by the Board on May 2, 2023 for the Special Districts loan program. Of this amount, the Board gave direction to move \$2,623,422 in to Fund 151, Economic Stabilization, \$580,288 for pension stabilization (accounted for in non-budgeted fiduciary fund), and \$2,730,362 in to Fund 194, Local Assistance Project Fund. The balance results from the accumulation of revenues and expenditures through June 30, 2022.					
<b>3 - Is this a non-recurring event or should this be reflected in next years budget?</b>					
This is considered non-recurring.					
<b>Budget Request detail</b>					
<input type="checkbox"/> Board Approval not required			<input type="checkbox"/> Revenue increase/decrease		
<input checked="" type="checkbox"/> Board Approval required			<input type="checkbox"/> Appropriation increase/decrease		
<input type="checkbox"/> Request for Contingency					
<b>1. Department Head - Signature</b>			<b>2. Budget Officer - Signature</b>		
			<i>Megan M. Chapman</i>		
<b>3. Finance Director - Signature</b>			<b>4. CAO - Signature</b>		

# Attachment A

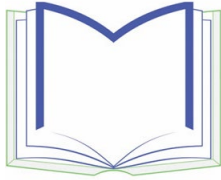
<b>COUNTY OF MONO</b> <b>APPROPRIATION TRANSFER REQUEST</b>					
<b>Department Name:</b>	CAO	<b>Date:</b>	5/8/2023		
<b>Prepared by:</b>	Megan Chapman	<b>Phone:</b>	760-924-1836		
<b>Action Type -</b>					
Line Item Increase: +   **Make sure revenue increases and use of fund balance are negative in the adjustment column					
Line Item Decrease: -   **Make sure expenditure decreases are negative in the adjustment column					
Action	Account Number	Account Name	Approved Budget	Adjustment	Adjusted Budget
+	XXX-XX-XXX-XXXXXX		\$XX,XXX.XX	\$XX,XXX.XX	\$XX,XXX.XX
-	194	Use of Fund Balance		(\$100,000.00)	
+	194-10-001-53030	Capital Equipment \$5,000		\$100,000.00	
<b>Total (Must equal \$0)</b>				<b>\$0.00</b>	
<b>Explanation</b>					
Please address the following for the Budget adjustment requested: (Attach memo if necessary)					
<b>1 - Why was this revenue not anticipated at time of Budget Development?</b>					
The revenues was known, but needed a process to evaluate all needed expenditures. The one time funds were evaluated over the last several months and direction for budgeting expenditures was provided at the Budget workshop.					
<b>2 - Why are funds available for the budget adjustment?</b>					
The Mono County Board approved the purchase of Heart Rate monitors for \$100,000 from one-time funding on 5/2/23					
<b>3 - Is this a non-recurring event or should this be reflected in next years budget?</b>					
non-recurring					
<b>Budget Request detail</b>					
__ Board Approval not required			__ Revenue increase/decrease		
X_ Board Approval required			__ Appropriation increase/decrease		
__ Request for Contingency					
<b>1. Department Head - Signature</b>			<b>2. Budget Officer - Signature</b>		
			<i>Megan M. Chapman</i>		
<b>3. Finance Director - Signature</b>			<b>4. CAO - Signature</b>		

## Attachment B

<b>COUNTY OF MONO</b> <b>APPROPRIATION TRANSFER REQUEST</b>					
<b>Department Name:</b>	CAO	<b>Date:</b>	5/16/2023		
<b>Prepared by:</b>	Megan Chapman	<b>Phone:</b>	760-924-1836		
<b>Action Type -</b>					
Line Item Increase: +    **Make sure revenue increases and use of fund balance are negative in the adjustment column					
Line Item Decrease: -    **Make sure expenditure decreases are negative in the adjustment column					
Action	Account Number	Account Name	Approved Budget	Adjustment	Adjusted Budget
+	XXX-XX-XXX-XXXXXX		\$XX,XXX.XX	\$XX,XXX.XX	\$XX,XXX.XX
+	100-10-071-47020	CONTRIBUTIONS TO NON-PROFIT OR	\$150,000.00	\$50,000.00	\$200,000.00
-	100-10-330-91010	Contingency	\$463,660.00	(\$50,000.00)	\$413,660.00
<b>Total (Must equal \$0)</b>				<b>\$0.00</b>	
<b>Explanation</b>					
Please address the following for the Budget adjustment requested: (Attach memo if necessary)					
<b>1 - Why was this revenue not anticipated at time of Budget Development?</b>					
The concept of funding child care provides was brought to the Board 5/16/23. Staff report from this item follows this ATR.					
<b>2 - Why are funds available for the budget adjustment?</b>					
Budgeted contingency funds have not been used.					
<b>3 - Is this a non-recurring event or should this be reflected in next years budget?</b>					
non-recurring					
<b>Budget Request detail</b>					
__ Board Approval not required			__ Revenue increase/decrease		
<input checked="" type="checkbox"/> Board Approval required			<input checked="" type="checkbox"/> Appropriation increase/decrease		
<input checked="" type="checkbox"/> Request for Contingency					
<b>1. Department Head - Signature</b>			<b>2. Budget Officer - Signature</b>		
			<i>Megan M. Chapman</i>		
<b>3. Finance Director - Signature</b>			<b>4. CAO - Signature</b>		



## Attachment B



### Memo

From: First 5 Mono and the Mono County Office of Education

To: Mono County Board of Supervisors

Request: Funding childcare and education provider stipends

Fiscal Impact: cost of \$50,000

Purpose: Begin to address low childcare provider wages and support workforce stability and childcare availability.

Details: Fund transfer to First 5 Mono County for distribution to up to 50 childcare providers who participate in the Childcare Quality System.

Timeline: ASAP, to distribute to providers with annual participation stipends.

Background: Leaders from the July 13, 2022 Mono County Children's Summit seek to address the prioritized issue of childcare with improving provider pay as the top priority. Current State reimbursement rates do not meet the budgetary needs for provider pay at a level that keeps providers in jobs in the field or inspires pursuit of a career in the field. While the Children's Summit leaders and the First 5 Mono Commission consider longer-term solutions, First 5 and the Mono County Office of Education agree that by allocating the funds in this request, the Mono County Board of Supervisors would be taking a positive first step towards the goal of a wage for providers that leads to short and long-term workforce stability. A \$50,000 investment will allow for stipends of around \$1,000 per provider.

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

# Attachment B

<b>COUNTY OF MONO</b> <b>APPROPRIATION TRANSFER REQUEST</b>					
<b>Department Name:</b>	IT	<b>Date:</b>	5/16/23		
<b>Prepared by:</b>	Megan Chapman	<b>Phone:</b>	760-924-1836		
<b>Action Type -</b>					
Line Item Increase: +    **Make sure revenue increases and use of fund balance are negative in the adjustment column					
Line Item Decrease: -    **Make sure expenditure decreases are negative in the adjustment column					
Action	Account Number	Account Name	Approved Budget	Adjustment	Adjusted Budget
+	XXX-XX-XXX-XXXXXX		\$XX,XXX.XX	\$XX,XXX.XX	\$XX,XXX.XX
-	100-10-330-91010	Contingency	\$413,660.00	(\$95,000.00)	\$318,660.00
+	653-17-150-53030	Capital Equipment \$5,000	\$114,000.00	\$95,000.00	\$209,000.00
<b>Total (Must equal \$0)</b>				<b>\$0.00</b>	
<b>Explanation</b>					
Please address the following for the Budget adjustment requested: (Attach memo if necessary)					
<b>1 - Why was this revenue not anticipated at time of Budget Development?</b>					
This is a new project that was not included in the FY 2023-24 Budget. Mono County wants to utilize the Johnson Controls to provide access control systems at 6 additional county sites. These include the following locations in Bridgeport: Gym door and Civic Center: Social Services, Mono Lake Room, Handicap actuators, and double hallway doors on both floors. Staff report follows this ATR.					
<b>2 - Why are funds available for the budget adjustment?</b>					
Contingency Funds were budgetd at \$463,660 that have not yet been used for FY 2022-23					
<b>3 - Is this a non-recurring event or should this be reflected in next years budget?</b>					
non-recurring					
<b>Budget Request detail</b>					
__ Board Approval not required			__ Revenue increase/decrease		
X_ Board Approval required			__ Appropriation increase/decrease		
__ Request for Contingency					
<b>1. Department Head - Signature</b>			<b>2. Budget Officer - Signature</b>		
			<i>Megan M. Chapman</i>		
<b>3. Finance Director - Signature</b>			<b>4. CAO - Signature</b>		

# Attachment B



## INFORMATION TECHNOLOGY COUNTY OF MONO

PO Box 7657 | 1290 TAVERN ROAD MAMMOTH LAKES, CA 93546  
(760) 924-1696 • FAX (760) 924-1697 • [msalva@mono.ca.gov](mailto:msalva@mono.ca.gov)

Milan Salva  
*Interim Information Technology Director*

DATE: May 5, 2023  
TO: Mono County Board of Supervisors  
FROM: Milan Salva, Interim Director of Information Technology (IT)  
SUBJECT: Electronic Door Access Contract and FY 2022-23 Requested Budget Amendment

### **Discussion:**

This item is a request for an increase in revenues and budgeted appropriations increase in budget unit 653-17-150-53030 in the amount of \$95,000. The need for the appropriation increase is to add electronic door access to County facilities in Bridgeport and upgrade the Civic Center including automatic ADA access to main entrance and hallway doors. The total cost for this project is \$155,000 of which \$95,000 will be funded by a one-time ask from the General Fund and the remaining will be funded by Grant and Department funds. (See attachment B for breakdown) We propose and request approval for this adjustment to cover specific overages.

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

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

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

### **Recommendation:**

Approve requested increase in appropriations as recommended in Attachment A, or as amended (requires 4/5ths approval).

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

# Attachment B

<b>COUNTY OF MONO</b> <b>APPROPRIATION TRANSFER REQUEST</b>					
<b>Department Name:</b>	EMS	<b>Date:</b>	5/5/2023		
<b>Prepared by:</b>	Penny Galvin	<b>Phone:</b>	(760) 932-5485		
<b>Action Type -</b>					
Line Item Increase: +    **Make sure revenue increases and use of fund balance are negative in the adjustment column					
Line Item Decrease: -    **Make sure expenditure decreases are negative in the adjustment column					
Action	Account Number	Account Name	Approved Budget	Adjustment	Adjusted Budget
+	XXX-XX-XXX-XXXXXX		\$XX,XXX.XX	\$XX,XXX.XX	\$XX,XXX.XX
+	100-42-855-21120	Overtime	\$450,000.37	\$109,000.00	\$559,000.37
+	100-42-855-33360	Motor Pool	\$134,339.00	\$60,000.00	\$194,339.00
-	100-10-330-91010	Contingency	\$318,660.00	(\$169,000.00)	\$149,660.00
<b>Total (Must equal \$0)</b>				<b>\$0.00</b>	
<b>Explanation</b>					
Please address the following for the Budget adjustment requested: (Attach memo if necessary)					
<b>1 - Why was this revenue not anticipated at time of Budget Development?</b>					
Due to the winter storms, there were many staffing challenges throughout all of our stations and shifts had to be filled with overtime to avoid browning out stations and provide adequate service to Mono County residents and visitors. We also had 6 open positions through the first half of the fiscal year and those were primarily filled with overtime. We have since filled the vacant positions. We continue to have one employee on FMLA, which creates an vacancy that must be filled with overtime. Motor pool was underbudgeted for unknown reasons. Staff report follows this ATR.					
<b>2 - Why are funds available for the budget adjustment?</b>					
The General fund has a contingency balance that will cover the increase in appropriations.					
<b>3 - Is this a non-recurring event or should this be reflected in next years budget?</b>					
We have requested an increase to the Overtime and Motor pool line items for next years budget.					
<b>Budget Request detail</b>					
__ Board Approval not required			__ Revenue increase/decrease		
<input checked="" type="checkbox"/> Board Approval required			<input checked="" type="checkbox"/> Appropriation increase/decrease		
<input checked="" type="checkbox"/> Request for Contingency					
<b>1. Department Head - Signature</b>			<b>2. Budget Officer - Signature</b>		
			<i>Megan M. Chapman</i>		
<b>3. Finance Director - Signature</b>			<b>4. CAO - Signature</b>		

## Attachment B



# Mono County Emergency Medical Services

**To:** Board of Supervisors

**From:** Bryan Bullock, EMS Chief

**Date:** 05/05/2023

**Re:** FY 2022-23 Requested Budget Amendment

### **Recommended Action:**

Approve requested increase in appropriations as recommended in Attachment A, or as amended (requires 4/5ths approval).

### **Discussion:**

The adopted FY 2022-23 Budget for account 100-42-855-21120 Overtime is not adequate to meet department objectives through June 30, 2023. An additional \$109,000 to cover the anticipated overtime cost needed to maintain current staffing levels at all four stations. This will assure the continued service levels provided to the residence and visitors of Mono County. Important to note that this Department had six open positions throughout the first half of this fiscal year. In order to continue the level of service this Department provides; those open shifts were primarily supported with overtime funding. Currently five of those open positions are filled, and the other is occupied with an employee that has been on FMLA since July of 2022. Motor pool was underbudgeted for unknown reasons. The Budget increase of \$109,000 for Overtime & \$60,000 for Motor Pool will be pulled from the Contingency budget at this time. We propose and request approval for the following adjustments to cover specific overages.



# Attachment B



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

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

Mark Magit  
Presiding Judge  
Superior Court

Dr. Karin Humiston  
Chief Probation Officer

TO: Honorable Board of Supervisors  
FROM: K.S. Humiston  
SUBJECT: FY 2022-23 Requested Budget Amendment

## **Recommended Action:**

Approve requested increase in appropriations as recommended in Attachment A, or as amended (requires 4/5ths approval).

## **Discussion:**

We are asking for an increase in budgeted appropriations for Adult Probation, budget unit 520, from Contingency Funds. In budget development we estimated the amount of time our officers would spend working with our Drug Court Grant, Pretrial Services and Prop 64 Public Health and Safety Grant. Based on the amount of estimated time spent in each program, we estimated the reimbursable amount from each grant. We used those estimated reimbursements to offset and reduce the amount budgeted for salaries and benefits from the general fund. Due to various circumstances, we have not had as many reimbursable hours from these programs as we estimated. For example, with the Drug Court grant we have not had any participants in the program this year, some reasons are California reducing many drug related crimes from felony to misdemeanor, probation term limits have decreased to one year for misdemeanor and two years for felony convictions, other diversion programs have become available that are much less restrictive than the drug court diversion.

## **Fiscal Analysis:**

## Attachment B

For fiscal year 2022-23, we reduced our general fund budget for salaries and benefits by our estimates of reimbursable hours as follows:

- Drug Court Grant: \$31,979.00
- Prop 64 Public Health and Safety Grant: \$66,004.00
- Pretrial Services: \$121,154.00

Year to date through third quarter, our reimbursements received have only been:

- Drug Court Grant: \$3,761.00
- Prop 64: \$6,059.00
- Pretrial Services: \$77,572.00

Moving forward we will be more conservative with our estimates of reimbursable hours for these programs.







# Attachment C

<b>COUNTY OF MONO</b>					
<b>APPROPRIATION TRANSFER REQUEST</b>					
<b>Department Name:</b>	Probation	<b>Date:</b>	5/9/2023		
<b>Prepared by:</b>	Jeff Mills	<b>Phone:</b>	760-932-5573		
<b>Action Type -</b>					
Line Item Increase: +    **Make sure revenue increases and use of fund balance are negative in the adjustment column					
Line Item Decrease: -    **Make sure expenditure decreases are negative in the adjustment column					
Action	Account Number	Account Name	Approved Budget	Adjustment	Adjusted Budget
+	XXX-XX-XXX-XXXXX		\$XX,XXX.XX	\$XX,XXX.XX	\$XX,XXX.XX
+	100-23-520-18100	Operating Transfers In	\$200,000.00	(\$45,163.00)	\$245,163.00
+	100-23-520-21100	Salaries & Wages	\$584,228.70	\$27,858.00	\$612,086.70
+	100-23-520-22100	Employee Benefits	\$1,000.00	\$4,326.00	\$5,326.00
+	100-23-520-22110	Employee Benefits - Health	\$118,404.60	\$8,653.00	\$127,057.60
+	100-23-520-22120	Employee Benefits - PERS	\$576,873.98	\$4,326.00	\$581,199.98
<b>Total (Must equal \$0)</b>				<b>\$0.00</b>	
<b>Explanation</b>					
<b>Please address the following for the Budget adjustment requested: (Attach memo if necessary)</b>					
<b>1 - Why was this revenue not anticipated at time of Budget Development?</b>					
In budget development Social Services had asked for direct line item offsets for reimbursing Probation for their half of the shared position, Behavioral Health Services Coordinator (Probation) and Family Urgent Response FURS Coordinator (Social Services). The decision was recently made and agreed to, to change this to a transfer out/transfer in reimbursement. We need to remove the direct line item offsets, and increase the amount of transfers in.					
<b>2 - Why are funds available for the budget adjustment?</b>					
This is just a change to the way the reimbursement is accounted for.					
<b>3 - Is this a non-recurring event or should this be reflected in next years budget?</b>					
For Fiscal Year 2023-2024 it has been budgeted as a Transfer In/Transfer Out.					
<b>Budget Request detail</b>					
<input type="checkbox"/> Board Approval not required			XX Revenue increase/decrease		
<input type="checkbox"/> Board Approval required			XX Appropriation increase/decrease		
<input type="checkbox"/> Request for Contingency					
<b>1. Department Head - Signature</b>			<b>2. Budget Officer - Signature</b>		
			<i>Megan M. Chapman</i>		
<b>3. Finance Director - Signature</b>			<b>4. CAO - Signature</b>		

# Attachment C

<b>COUNTY OF MONO</b> <b>APPROPRIATION TRANSFER REQUEST</b>					
<b>Department Name:</b>	Finance	<b>Date:</b>	6/6/2023		
<b>Prepared by:</b>	Janet Dutcher	<b>Phone:</b>	760-932-5494		
<b>Action Type -</b>					
Line Item Increase: +   **Make sure revenue increases and use of fund balance are negative in the adjustment column					
Line Item Decrease: -   **Make sure expenditure decreases are negative in the adjustment column					
Action	Account Number	Account Name	Approved Budget	Adjustment	Adjusted Budget
+	XXX-XX-XXX-XXXXX		\$XX,XXX.XX	\$XX,XXX.XX	\$XX,XXX.XX
	100-12-070-17010	Miscellaneous Revenue	\$0.00	(\$24,324.00)	(\$24,324.00)
	100-12-070-22110	Benefits - Health (Med, Dental, Vision)	\$237,030.00	(\$9,120.00)	\$227,910.00
	100-12-070-32350	Annual Audit	\$117,161.00	\$22,000.00	\$139,161.00
	100-12-070-32800	Publications & Legal Notices	\$3,400.00	\$6,000.00	\$9,400.00
	100-12-070-33120	Special Department Expense	\$9,550.00	\$3,444.00	\$12,994.00
	100-12-070-33350	Travel & Training Expense	\$34,050.00	\$2,000.00	\$36,050.00
<b>Total (Must equal \$0)</b>				<b>\$0.00</b>	
<b>Explanation</b>					
Please address the following for the Budget adjustment requested: (Attach memo if necessary)					
<b>1 - Why was this revenue not anticipated at time of Budget Development?</b>					
Cost increases result from the following: 30% to 40% increase in special district audit fees, public notices for the fee adoption item, special department expense results from costs paid to a deferred comp provider to correct miscoding of account numbers between two employees, travel and training is from taking advantage of additional training opportunities not available when the budget was adopted.					
<b>2 - Why are funds available for the budget adjustment?</b>					
Unanticipated revenue results from the state's payment of unclaimed property to Mono County. Such receipts are challenging to anticipate six to 12 months in advance. The adopted budget overstated health care costs for finance staff because of a different tier of coverage chosen by employees. These resources and budget savings are being requested to offset unanticipated costs and cost increases.					
<b>3 - Is this a non-recurring event or should this be reflected in next years budget?</b>					
This is considered non-recurring.					
<b>Budget Request detail</b>					
<input type="checkbox"/> Board Approval not required			<input checked="" type="checkbox"/> Revenue increase/decrease		
<input checked="" type="checkbox"/> Board Approval required			<input checked="" type="checkbox"/> Appropriation increase/decrease		
<input type="checkbox"/> Request for Contingency					
<b>1. Department Head - Signature</b>			<b>2. Budget Officer - Signature</b>		
			<i>Megan M. Chapman</i>		
<b>3. Finance Director - Signature</b>			<b>4. CAO - Signature</b>		





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 6, 2023

**Departments:** Finance

**TIME REQUIRED**

**SUBJECT** Monthly Treasury Transaction Report

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Treasury Transaction Report for the month ending 4/30/2023.

**RECOMMENDED ACTION:**

Approve the Treasury Transaction Report for the month ending 4/30/2023.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Gerald Frank

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Treasury Transaction Report for the month ending 4/30/2023</a>

**History**

Time	Who	Approval
5/25/2023 4:30 PM	County Counsel	Yes
5/10/2023 12:53 PM	Finance	Yes
5/26/2023 4:21 PM	County Administrative Office	Yes



## Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 3/31/2023, End Date: 4/30/2023

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
<b>Buy Transactions</b>									
Buy	4/5/2023	313384HE2	1,000,000.00	FHLB 0 6/22/2023	98.97	989,686.67	0.00	4.81	989,686.67
Buy	4/6/2023	61690U3V0	246,000.00	Morgan Stanley Bank 4.65 4/6/2028	100.00	246,000.00	0.00	4.65	246,000.00
Buy	4/12/2023	3133EPFU4	1,000,000.00	FFCB 3.5 4/12/2028	98.95	989,500.00	0.00	3.73	989,500.00
Buy	4/14/2023	724468AC7	244,000.00	Pitney Bowes Bank 4.35 4/13/2028	100.00	244,000.00	0.00	4.35	244,000.00
Buy	4/14/2023	12547CAX6	244,000.00	CIBC Bank 4.45 4/13/2028	100.00	244,000.00	0.00	4.45	244,000.00
Buy	4/18/2023	3130AVL91	1,000,000.00	FHLB 3.75 4/6/2028	99.53	995,330.00	1,250.00	3.85	996,580.00
Buy	4/24/2023	92348DAC3	249,000.00	Veridian Credit Union 4.8 4/24/2025	100.00	249,000.00	0.00	4.80	249,000.00
Buy	4/27/2023	02616ABY4	249,000.00	American First Credit Union 4.25 4/27/2028	100.00	249,000.00	0.00	4.25	249,000.00
Buy	4/27/2023	14622LAA0	248,000.00	Carter Federal Credit Union 0.75 4/27/2026	88.17	218,669.04	0.00	5.00	218,669.04
Buy	4/28/2023	00224TAP1	249,000.00	A+ Federal Credit Union 4.55 4/28/2028	100.00	249,000.00	0.00	4.55	249,000.00
<b>Subtotal</b>			<b>4,729,000.00</b>			<b>4,674,185.71</b>	<b>1,250.00</b>		<b>4,675,435.71</b>
Deposit	4/1/2023	31846V203	500,000.00	First American Gov Fund MM	100.00	500,000.00	0.00	0.00	500,000.00
Deposit	4/3/2023	31846V203	1,500,000.00	First American Gov Fund MM	100.00	1,500,000.00	0.00	0.00	1,500,000.00
Deposit	4/5/2023	CAMP60481	1,000,000.00	California Asset Management Program LGIP	100.00	1,000,000.00	0.00	0.00	1,000,000.00
Deposit	4/5/2023	31846V203	1,000,000.00	First American Gov Fund MM	100.00	1,000,000.00	0.00	0.00	1,000,000.00
Deposit	4/7/2023	31846V203	2,000,000.00	First American Gov Fund MM	100.00	2,000,000.00	0.00	0.00	2,000,000.00
Deposit	4/10/2023	LAIF6000Q	3,000,000.00	Local Agency Investment Fund LGIP	100.00	3,000,000.00	0.00	0.00	3,000,000.00
Deposit	4/10/2023	31846V203	2,000,000.00	First American Gov Fund MM	100.00	2,000,000.00	0.00	0.00	2,000,000.00
Deposit	4/11/2023	CAMP60481	1,000,000.00	California Asset Management Program LGIP	100.00	1,000,000.00	0.00	0.00	1,000,000.00
Deposit	4/11/2023	31846V203	1,000,000.00	First American Gov Fund MM	100.00	1,000,000.00	0.00	0.00	1,000,000.00
Deposit	4/11/2023	31846V534	15,944.60	First American Funds MM	100.00	15,944.60	0.00	0.00	15,944.60
Deposit	4/12/2023	LAIF6000Q	2,000,000.00	Local Agency Investment Fund LGIP	100.00	2,000,000.00	0.00	0.00	2,000,000.00
Deposit	4/13/2023	LAIF6000Q	2,000,000.00	Local Agency Investment Fund LGIP	100.00	2,000,000.00	0.00	0.00	2,000,000.00
Deposit	4/14/2023	CAMP60481	1,000,000.00	California Asset Management Program LGIP	100.00	1,000,000.00	0.00	0.00	1,000,000.00
Deposit	4/14/2023	LAIF6000Q	11,766.32	Local Agency Investment Fund LGIP	100.00	11,766.32	0.00	0.00	11,766.32
Deposit	4/28/2023	CAMP60481	160,897.80	California Asset Management Program LGIP	100.00	160,897.80	0.00	0.00	160,897.80



## Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 3/31/2023, End Date: 4/30/2023

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Deposit	4/28/2023	OAKVALLEY0670	12,150.70	Oak Valley Bank Cash	100.00	12,150.70	0.00	0.00	12,150.70
Deposit	4/28/2023	OAKVALLEY0670	31,431,692.66	Oak Valley Bank Cash	100.00	31,431,692.66	0.00	0.00	31,431,692.66
Deposit	4/30/2023	31846V203	68,278.10	First American Gov Fund MM	100.00	68,278.10	0.00	0.00	68,278.10
<b>Subtotal</b>			<b>49,700,730.18</b>			<b>49,700,730.18</b>	<b>0.00</b>		<b>49,700,730.18</b>
<b>Total Buy Transactions</b>			<b>54,429,730.18</b>			<b>54,374,915.89</b>	<b>1,250.00</b>		<b>54,376,165.89</b>
<b>Interest/Dividends</b>									
Interest	4/1/2023	32022RSG3	0.00	1ST Financial Bank, USA 3.3 8/2/2027		0.00	697.88	0.00	697.88
Interest	4/1/2023	530520AB1	0.00	Liberty First Credit Union 4.4 1/17/2028		0.00	930.51	0.00	930.51
Interest	4/1/2023	22551KAU6	0.00	Credit Union of Texas 4.4 12/9/2027		0.00	930.51	0.00	930.51
Interest	4/1/2023	299547AQ2	0.00	Evansville Teachers Federal Credit Union 2.6 6/12/		0.00	549.85	0.00	549.85
Interest	4/1/2023	59161YAP1	0.00	Metro Credit Union 1.7 2/18/2027		0.00	359.52	0.00	359.52
Interest	4/1/2023	33651FAF6	0.00	First Source FCU 4.85 1/31/2024		0.00	1,021.56	0.00	1,021.56
Interest	4/1/2023	25844MAK4	0.00	Dort Financial Credit Union 4.5 12/16/2027		0.00	3,227.92	0.00	3,227.92
Interest	4/1/2023	538036HP2	0.00	Live Oak Banking Company 1.85 1/20/2025		0.00	391.24	0.00	391.24
Interest	4/1/2023	92891CCP5	0.00	VYSTAR Credit Union 4.45 9/30/2027		0.00	1,001.80	0.00	1,001.80
Interest	4/1/2023	76124YAB2	0.00	Resource One Credit Union 1.9 11/27/2024		0.00	395.36	0.00	395.36
Interest	4/1/2023	499724AD4	0.00	Knox TVA Employee Credit Union 3.25 8/30/2023		0.00	676.27	0.00	676.27
Interest	4/1/2023	911312BK1	0.00	United Parcel Service 2.5 4/1/2023-23		0.00	6,250.00	0.00	6,250.00
Interest	4/1/2023	13063DLZ9	0.00	State of California 3 4/1/2024		0.00	7,500.00	0.00	7,500.00
Interest	4/1/2023	052392AA5	0.00	Austin Telco FCU 1.8 2/28/2025		0.00	380.66	0.00	380.66
Interest	4/1/2023	45157PAZ3	0.00	Ideal Credit Union 4.5 12/29/2027		0.00	951.66	0.00	951.66
Interest	4/2/2023	15118RUR6	0.00	Celtic Bank 1.35 4/2/2025		0.00	285.50	0.00	285.50
Interest	4/2/2023	3133EJD48	0.00	FFCB 3.05 10/2/2023		0.00	15,250.00	0.00	15,250.00
Interest	4/5/2023	307811EM7	0.00	The Farmers & Merchants Bank 3.2 8/5/2027		0.00	676.73	0.00	676.73
Interest	4/5/2023	3133EMVD1	0.00	FFCB 0.33 4/5/2024-22		0.00	1,650.00	0.00	1,650.00
Interest	4/5/2023	32117BCX4	0.00	First National Bank Dama 2.8 5/5/2023		0.00	592.14	0.00	592.14
Interest	4/7/2023	90983WBT7	0.00	United Community Bank 1.65 2/7/2025		0.00	348.94	0.00	348.94





## Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 3/31/2023, End Date: 4/30/2023

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	4/8/2023	902684AC3	0.00	UFirst Federal Credit Union 4.8 3/9/2026		0.00	1,015.10	0.00	1,015.10
Interest	4/8/2023	011852AD2	0.00	Alaska USA Federal Credit Union 4.7 3/8/2027		0.00	993.95	0.00	993.95
Interest	4/8/2023	29367SJQ8	0.00	Enterprise Bank & Trust 1.8 11/8/2024		0.00	380.66	0.00	380.66
Interest	4/8/2023	89579NCB7	0.00	Triad Bank/Frontenac MO 1.8 11/8/2024		0.00	380.66	0.00	380.66
Interest	4/8/2023	3134GWY26	0.00	FHLMC 0.57 10/8/2025-21		0.00	2,850.00	0.00	2,850.00
Interest	4/9/2023	59452WAE8	0.00	Michigan Legacy Credit Union 3.45 11/9/2023		0.00	729.60	0.00	729.60
Interest	4/9/2023	08016PEL9	0.00	Belmont Bank & Trust Co 4.2 12/9/2027		0.00	884.65	0.00	884.65
Interest	4/10/2023	7954502D6	0.00	Sallie Mae Bank/Salt Lake 2.75 4/10/2024		0.00	3,359.52	0.00	3,359.52
Interest	4/10/2023	25460FCF1	0.00	Direct Federal Credit Union 3.5 9/11/2023		0.00	740.18	0.00	740.18
Interest	4/10/2023	20367GBH1	0.00	Community Commerce Bank 3.3 8/10/2027		0.00	697.88	0.00	697.88
Interest	4/11/2023	3133EJKN8	0.00	FFCB 2.7 4/11/2023		0.00	13,500.00	0.00	13,500.00
Interest	4/11/2023	70320KAX9	0.00	Pathfinder Bank 0.7 3/11/2026		0.00	148.04	0.00	148.04
Interest	4/12/2023	856487AM5	0.00	State Bank of Reeseville 2.6 4/12/2024		0.00	549.85	0.00	549.85
Interest	4/12/2023	3133ENUH1	0.00	FFCB 3.33 4/12/2027-23		0.00	16,650.00	0.00	16,650.00
Interest	4/13/2023	66736ABP3	0.00	Northwest Bank 2.95 2/13/2024		0.00	623.86	0.00	623.86
Interest	4/13/2023	69417ACG2	0.00	Pacific Crest Savings Bank 2.85 3/13/2024		0.00	602.72	0.00	602.72
Interest	4/13/2023	15721UDA4	0.00	CF Bank 2 8/13/2024		0.00	422.96	0.00	422.96
Interest	4/13/2023	30960QAL1	0.00	Farmers Insurance Group FCU 5 12/13/2023		0.00	1,053.15	0.00	1,053.15
Interest	4/13/2023	25665QAX3	0.00	Dollar BK Fed Savings BK 2.9 4/13/2023		0.00	3,542.77	0.00	3,542.77
Interest	4/14/2023	32114VBT3	0.00	First National Bank of Michigan 1.65 2/14/2025		0.00	348.94	0.00	348.94
Interest	4/14/2023	17801GBX6	0.00	City National Bank of Metropolis 1.65 2/14/2025		0.00	348.94	0.00	348.94
Interest	4/14/2023	89841MAM9	0.00	Trustone Financial 5 12/14/2023		0.00	1,053.15	0.00	1,053.15
Interest	4/14/2023	3133EMCP5	0.00	FFCB 0.52 10/14/2025-21		0.00	2,600.00	0.00	2,600.00
Interest	4/14/2023	67886WAF4	0.00	Oklahomas Credit Union 5 12/14/2023		0.00	1,053.15	0.00	1,053.15
Interest	4/14/2023	3133ENS50	0.00	FFCB 4.125 10/14/2027		0.00	20,625.00	0.00	20,625.00
Interest	4/15/2023	20143PDV9	0.00	Commercial Bank Harrogate 3.4 11/15/2023		0.00	719.03	0.00	719.03



## Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 3/31/2023, End Date: 4/30/2023

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	4/15/2023	061785DY4	0.00	Bank of Deerfield 2.85 2/15/2024		0.00	602.72	0.00	602.72
Interest	4/15/2023	819866BL7	0.00	Sharonview Federal Credit Union 3.5 8/16/2027		0.00	740.18	0.00	740.18
Interest	4/15/2023	30257JAM7	0.00	FNB Bank Inc/Romney 3 1/16/2024		0.00	634.44	0.00	634.44
Interest	4/15/2023	3130ALU51	0.00	FHLB 1.05 4/15/2026-21		0.00	5,250.00	0.00	5,250.00
Interest	4/16/2023	3133EK3B0	0.00	FFCB 1.5 10/16/2024		0.00	7,500.00	0.00	7,500.00
Interest	4/16/2023	740367HP5	0.00	Preferred Bank LA Calif 2 8/16/2024		0.00	422.96	0.00	422.96
Interest	4/16/2023	33640VCF3	0.00	First Service Bank 3.3 5/16/2023		0.00	697.88	0.00	697.88
Interest	4/16/2023	17330FUE9	0.00	Citigroup Global Markets 2.75 6/16/2023		0.00	1,145.83	0.00	1,145.83
Interest	4/17/2023	87165FZD9	0.00	Synchrony Bank 1.45 4/17/2025		0.00	1,793.07	0.00	1,793.07
Interest	4/17/2023	914098DP0	0.00	University Bank 4.5 3/17/2028		0.00	951.66	0.00	951.66
Interest	4/17/2023	219240BY3	0.00	Cornerstone Community Bank 2.6 5/17/2024		0.00	549.85	0.00	549.85
Interest	4/18/2023	457731AK3	0.00	Inspire Federal Credit Union 1.15 3/18/2025		0.00	243.20	0.00	243.20
Interest	4/18/2023	00257TBJ4	0.00	Abacus Federal Savings Bank 1.75 10/18/2024		0.00	370.09	0.00	370.09
Interest	4/18/2023	48836LAF9	0.00	Kemba Financial Credit Union 1.75 10/18/2024		0.00	370.09	0.00	370.09
Interest	4/18/2023	202291AG5	0.00	Commercial Savings Bank 1.8 10/18/2024		0.00	2,216.91	0.00	2,216.91
Interest	4/19/2023	560507AJ4	0.00	Maine Savings Federal Credit Union 3.3 5/19/2023		0.00	697.88	0.00	697.88
Interest	4/19/2023	3133ENU57	0.00	FFCB 4.5 10/19/2023		0.00	22,500.00	0.00	22,500.00
Interest	4/19/2023	404730DA8	0.00	Haddon Savings Bank 0.35 10/20/2025		0.00	434.56	0.00	434.56
Interest	4/19/2023	474067AQ8	0.00	Jefferson Financial Credit Union 3.35 10/19/2023		0.00	4,092.51	0.00	4,092.51
Interest	4/20/2023	50625LAK9	0.00	Lafayette Federal Credit Union 3.5 11/20/2023		0.00	740.18	0.00	740.18
Interest	4/20/2023	32112UCW9	0.00	First National Bank of McGregor 2.85 2/21/2024		0.00	602.72	0.00	602.72
Interest	4/20/2023	14042RQS3	0.00	Capital One NA 2.8 4/20/2027		0.00	3,434.56	0.00	3,434.56
Interest	4/20/2023	78472EAB0	0.00	SPCO Credit Union 4.35 1/20/2028		0.00	919.94	0.00	919.94
Interest	4/20/2023	01664MAB2	0.00	All In FCU 4.4 12/20/2027		0.00	930.51	0.00	930.51
Interest	4/21/2023	51828MAC8	0.00	Latino Community Credit Union 4.5 12/21/2027		0.00	951.66	0.00	951.66



## Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 3/31/2023, End Date: 4/30/2023

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	4/22/2023	061803AH5	0.00	Bank of Delight 2.85 2/22/2024		0.00	602.72	0.00	602.72
Interest	4/22/2023	92535LCC6	0.00	Verus Bank of Commerce 2.8 2/22/2024		0.00	592.14	0.00	592.14
Interest	4/22/2023	89235MKY6	0.00	Toyota Financial Savings Bank 0.9 4/22/2026		0.00	1,112.94	0.00	1,112.94
Interest	4/22/2023	3133EMEC2	0.00	FFCB 0.53 10/22/2025-21		0.00	2,650.00	0.00	2,650.00
Interest	4/23/2023	938828BJ8	0.00	Washington Federal Bank 2.05 8/23/2024		0.00	433.53	0.00	433.53
Interest	4/23/2023	33766LAJ7	0.00	Firstier Bank 1.95 8/23/2024		0.00	412.38	0.00	412.38
Interest	4/24/2023	03753XBD1	0.00	Apex Bank 3.1 8/24/2023		0.00	645.05	0.00	645.05
Interest	4/24/2023	06406RAL1	0.00	Bank of New York Mellon 2.1 10/24/2024		0.00	5,250.00	0.00	5,250.00
Interest	4/24/2023	90348JEV8	0.00	UBS Bank USA 3.45 10/24/2023		0.00	729.60	0.00	729.60
Interest	4/24/2023	31422XN32	0.00	FAMC 4.72 10/24/2023		0.00	23,600.00	0.00	23,600.00
Interest	4/25/2023	85513MAA0	0.00	Star Financial Credit Union 4.5 1/25/2028		0.00	951.66	0.00	951.66
Interest	4/25/2023	063907AA7	0.00	Bank of Botetourt 1.75 10/25/2024		0.00	370.09	0.00	370.09
Interest	4/25/2023	22230PBY5	0.00	Country Bank New York 3 1/25/2024		0.00	634.44	0.00	634.44
Interest	4/26/2023	208212AR1	0.00	Connex Credit Union 0.5 8/26/2024		0.00	105.74	0.00	105.74
Interest	4/26/2023	3133ENV9	0.00	FFCB 2.875 4/26/2027		0.00	14,375.00	0.00	14,375.00
Interest	4/26/2023	32065TAZ4	0.00	First Kentucky Bank Inc 2.55 4/26/2024		0.00	539.27	0.00	539.27
Interest	4/26/2023	05465DAE8	0.00	AXOS Bank 1.65 3/26/2025		0.00	348.94	0.00	348.94
Interest	4/26/2023	56065GAG3	0.00	Mainstreet Bank 2.6 4/26/2024		0.00	549.85	0.00	549.85
Interest	4/26/2023	90352RCR4	0.00	USAlliance Federal Credit Union 3.45 8/26/2027		0.00	729.60	0.00	729.60
Interest	4/27/2023	39115UBE2	0.00	Great Plains Bank 2.8 2/27/2024		0.00	592.14	0.00	592.14
Interest	4/27/2023	32063KAV4	0.00	First Jackson Bank 1.05 3/27/2025		0.00	222.05	0.00	222.05
Interest	4/27/2023	79772FAF3	0.00	San Francisco FCU 1.1 3/27/2025		0.00	232.63	0.00	232.63
Interest	4/28/2023	CAMP60481	0.00	California Asset Management Program LGIP		0.00	160,897.80	0.00	160,897.80
Interest	4/28/2023	3130APL78	0.00	FHLB 1.375 10/28/2026-22		0.00	6,875.00	0.00	6,875.00
Interest	4/28/2023	06406RAG2	0.00	Bank of New York Mellon 3.5 4/28/2023		0.00	8,750.00	0.00	8,750.00
Interest	4/28/2023	3134GWYZ3	0.00	FHLMC 0.53 10/28/2025-22		0.00	2,650.00	0.00	2,650.00
Interest	4/28/2023	91435LAB3	0.00	University of Iowa Community Credit Union 3 4/28/2		0.00	1,167.95	0.00	1,167.95



## Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 3/31/2023, End Date: 4/30/2023

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	4/28/2023	07181JAV6	0.00	Baxter Federal Credit Union 5 11/30/2026		0.00	1,053.15	0.00	1,053.15
Interest	4/28/2023	OAKVALLEY0670	0.00	Oak Valley Bank Cash		0.00	12,150.70	0.00	12,150.70
Interest	4/29/2023	3130ALXJ8	0.00	FHLB 1.15 4/29/2026-21		0.00	5,750.00	0.00	5,750.00
Interest	4/29/2023	52171MAA3	0.00	Leaders Credit Union 3 6/29/2023		0.00	634.44	0.00	634.44
Interest	4/29/2023	70962LAS1	0.00	Pentagon Federal Credit Union 0.9 9/29/2026		0.00	190.33	0.00	190.33
Interest	4/29/2023	45780PAX3	0.00	Institution for Savings in Newburyport 0.85 7/29/2		0.00	179.76	0.00	179.76
Interest	4/30/2023	710571DS6	0.00	Peoples Bank Newton NC 2 7/31/2024		0.00	409.32	0.00	409.32
Interest	4/30/2023	912828ZN3	0.00	T-Note 0.5 4/30/2027		0.00	2,500.00	0.00	2,500.00
Interest	4/30/2023	694231AC5	0.00	Pacific Enterprise Bank 1.15 3/31/2025		0.00	235.36	0.00	235.36
Interest	4/30/2023	42228LAL5	0.00	HealthcareSystemsFCU 4.35 1/31/2028		0.00	919.94	0.00	919.94
Interest	4/30/2023	31846V203	0.00	First American Gov Fund MM		0.00	68,278.10	0.00	68,278.10
Interest	4/30/2023	06543PDA0	0.00	Bank of the Valley NE 4.1 9/30/2027		0.00	867.07	0.00	867.07
Interest	4/30/2023	91282CDG3	0.00	T-Note 1.125 10/31/2026		0.00	11,250.00	0.00	11,250.00
Interest	4/30/2023	29278TCP3	0.00	Enerbank USA 3.2 8/30/2023		0.00	665.86	0.00	665.86
Interest	4/30/2023	67054NAM5	0.00	Numerica Credit Union 3.4 10/31/2023		0.00	695.84	0.00	695.84
Interest	4/30/2023	32024DAC0	0.00	First Financial 4.45 2/8/2028		0.00	910.73	0.00	910.73
Interest	4/30/2023	06426KAM0	0.00	Bank of New England 3.2 7/31/2023		0.00	649.64	0.00	649.64
Interest	4/30/2023	82671DAB3	0.00	Signature Federal Credit Union 4.4 1/31/2028		0.00	900.49	0.00	900.49
Interest	4/30/2023	01882MAC6	0.00	Alliant Credit Union 5 12/30/2027		0.00	1,053.15	0.00	1,053.15
Interest	4/30/2023	22258JAB7	0.00	County Schools FCU 4.4 9/30/2027		0.00	930.51	0.00	930.51
Interest	4/30/2023	15201QDK0	0.00	Centerstate Bank 1 4/30/2025		0.00	1,236.60	0.00	1,236.60
Interest	4/30/2023	86777TAA4	0.00	Sunset Science Park FCU 5 12/14/2023		0.00	1,019.18	0.00	1,019.18
<b>Subtotal</b>			<b>0.00</b>			<b>0.00</b>	<b>527,235.90</b>		<b>527,235.90</b>
<b>Total Interest/Dividends</b>			<b>0.00</b>			<b>0.00</b>	<b>527,235.90</b>		<b>527,235.90</b>
<b>Sell Transactions</b>									
Matured	4/1/2023	911312BK1	500,000.00	United Parcel Service 2.5 4/1/2023-23	0.00	500,000.00	0.00	0.00	500,000.00
Matured	4/11/2023	3133EJKN8	1,000,000.00	FFCB 2.7 4/11/2023	0.00	1,000,000.00	0.00	0.00	1,000,000.00



## Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 3/31/2023, End Date: 4/30/2023

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Matured	4/13/2023	25665QAX3	245,000.00	Dollar BK Fed Savings BK 2.9 4/13/2023	0.00	245,000.00	0.00	0.00	245,000.00
Matured	4/28/2023	06406RAG2	500,000.00	Bank of New York Mellon 3.5 4/28/2023	0.00	500,000.00	0.00	0.00	500,000.00
Matured	4/28/2023	91435LAB3	245,000.00	University of Iowa Community Credit Union 3 4/28/2	0.00	245,000.00	0.00	0.00	245,000.00
<b>Subtotal</b>			<b>2,490,000.00</b>			<b>2,490,000.00</b>	<b>0.00</b>		<b>2,490,000.00</b>
Withdraw	4/11/2023	31846V534	15,944.60	First American Funds MM	0.00	15,944.60	0.00	0.00	15,944.60
Withdraw	4/26/2023	LAIF6000Q	1,000,000.00	Local Agency Investment Fund LGIP	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Withdraw	4/26/2023	31846V203	1,000,000.00	First American Gov Fund MM	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Withdraw	4/28/2023	OAKVALLEY0670	32,311,748.92	Oak Valley Bank Cash	0.00	32,311,748.92	0.00	0.00	32,311,748.92
Withdraw	4/30/2023	31846V203	68,278.10	First American Gov Fund MM	0.00	68,278.10	0.00	0.00	68,278.10
<b>Subtotal</b>			<b>34,395,971.62</b>			<b>34,395,971.62</b>	<b>0.00</b>		<b>34,395,971.62</b>
<b>Total Sell Transactions</b>			<b>36,885,971.62</b>			<b>36,885,971.62</b>	<b>0.00</b>		<b>36,885,971.62</b>



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

## **REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 6, 2023

**Departments: Public Works**

**TIME REQUIRED**

**SUBJECT** Special Event Road Closure  
Authorization

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### **AGENDA DESCRIPTION:**

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

Special events are held throughout the year in Mono County and are widely recognized as having beneficial impacts to local communities in the form of economic activity and awareness. Some of the events occur on or near County roads and include traffic impacts. When such impacts exist, roads must be closed, or traffic controlled in accordance with County policy which includes an approving Board resolution. This item includes all anticipated special event road closures for summer 2023; 1. Bridgeport 4th of July Celebration 2. TOML 4th of July Celebration. 3. June Lake Triathlon 4. Gran Fondo race 5. ATV Jamboree 6. Sierra Safari 7. Bridgeport Fall Festival 8. Mammoth Tuff race 9. Ridge Rambler race 10. Bodie Fun Run 11. E. Clampus Vitus historic monument placements.

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### **RECOMMENDED ACTION:**

Adopt proposed resolution.

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### **FISCAL IMPACT:**

Approximately \$1000 per event included in the adopted budget. These costs result from the assistance provided by the respective road districts for personnel, equipment, and supplies relating to signage and blockades to effectuate the closures.

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**CONTACT NAME:** Kalen Dodd

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

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### **SEND COPIES TO:**

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### **MINUTE ORDER REQUESTED:**

YES  NO

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### **ATTACHMENTS:**

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

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
6/1/2023 7:13 AM	County Counsel	Yes
6/1/2023 7:13 AM	Finance	Yes
6/1/2023 9:20 AM	County Administrative Office	Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

**Date:** 6/6/2023  
**To:** Honorable Chair and Members of the Board of Supervisors  
**From:** Kalen Dodd, County Engineer  
**Re:** Summer 2023 Special Event Road Closure authorization

**Background:**

The County routinely hosts special events each summer. Sometimes the events require road closures. This resolution would grant the Public Works Director the authority to close several County roads as necessary for all of the special events anticipated to occur during Summer/Fall 2023, listed below.

Road closures would occur after event applications are evaluated and approved by other departments in accordance with their policies. Road closures for events not appearing on the list would be brought before the Board of Supervisors.

The list of anticipated events requiring road closures include:

TOML 4<sup>th</sup> of July Celebration  
June Lake Triathlon  
Gran Fondo race  
ATV Jamboree  
Sierra Safari  
Bridgeport Autumn/Fall Festival  
Mammoth Tuff race  
Ridge Rambler race  
California Police Athletic Federation race

Note: The various road closures for the Bridgeport 4<sup>th</sup> of July celebration were authorized in perpetuity by resolution 18-26

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

Respectfully submitted,

---

Kalen Dodd, PE  
County Engineer

Attachments: Resolution 23-





R23-\_\_

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS AUTHORIZING TEMPORARY CLOSURE OF COUNTY  
ROADS FOR SPECIAL EVENTS DURING SUMMER 2023**

**WHEREAS**, many communities throughout the County host special events that require the closure of certain County roads; and

**WHEREAS**, said events provide substantial benefits to the residents of Mono County; and

**WHEREAS**, section 982 of the California Streets and Highways Code authorizes the Board of Supervisors to temporarily close County roads and grant the use thereof to the managers of said special events;

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

The following County maintained roads may be closed during the times listed below and as necessary for the following special events, and the use thereof granted to the respective event organizer listed:

1. Town of Mammoth Lakes 4th of July Celebration (Town of Mammoth Lakes)  
From 9:00 p.m. July 4, 2023 until 11:00 p.m. July 4, 2023.  
Sherwin Creek Road, from the junction of Hwy 395 northbound to the junction of Substation Road.
2. June Lake Triathlon (Alpha Win)  
From 5:00am to 5:00pm on or around July 8<sup>th</sup> 2023:
  - a. Intermittent traffic control on Pinecliff Drive from the intersection of Northshore Drive to the Pinecliff Resort Store and Campsite.
  - b. Road closure of Pinecliff Drive after the Pinecliff Resort Saturday, with access to the campground only (but excluding beach access) beginning at 1:00 pm.
3. Gran Fondo race (Mammoth Mountain Community Foundation)  
From 8:00 am until 1:00 pm on or around Saturday, September 9, 2023:  
Benton Crossing Road at Brown's Town campground, which is approximately 7 miles east of the junction with U.S. Highway 395, to the junction of State Route 120;
  - a. The intersection of Benton Crossing Road and Barker Mine Road;
  - b. The intersection of Benton Crossing Road and Deer Springs Road;

- c. The intersection of Benton Crossing Road and Chidago Canyon Road;
- d. The intersection of Benton Crossing Road and Casa Diablo Road;
- e. The intersection of Benton Crossing Road and Owens Gorge Road;
- f. The intersection of Benton Crossing Road and Layton Springs Road.

and that the following State highways may be closed to thru traffic in conformance with the State's requirements:

- a. State Route 120 from Dross Road to Yellow Jacket Road;
- b. The intersection of State Route 120 and Yellowjacket Road;
- c. The intersection of State Route 120 and Cattle Drive Road;
- d. The intersection of State Route 120 and Test Station Road;
- e. The intersection of State Route 120 and Sand Flat Cutoff;
- f. The intersection of State Route 120 and Pilot Springs Road;
- g. The intersection of State Route 120 and Sage Hen Meadows Road;
- h. The intersection of State Route 120 and Baxter's Road;
- i. The intersection of State Route 120 and Black Canyon Road;
- j. The intersection of State Route 120 and Dobie Meadows Road;
- k. The intersection of State Route 120 and Adobe Ranch Road;
- l. The intersection of State Route 120 and McGee Canyon Road;
- m. The intersection of State Route 120 and River Springs Road;
- n. The intersection of State Route 120 and Sawmill Meadows Road.

4. ATV Jamboree (Northern Mono Chamber of Commerce)

From 6:00am until 9:00pm on September 12<sup>th</sup> - 16<sup>th</sup> 2023

Intermittently close and place signs on:

- a. Larson Lane, from Highway 395 to Eastside Lane;
- b. Eastside Lane, from Camp Antelope Road to end of pavement north of Topaz Lane;
- c. Offal Road at intersection with Eastside Lane;
- d. Topaz Lane at intersection with Eastside Lane;
- e. Cunningham Lane at intersection with Eastside Lane;
- f. Lone Company Road at intersection with Eastside Lane;
- g. Eastside Road at intersection with Eastside Lane;
- h. Camp Antelope Road from Eastside Lane to Burcham Flat Road;
- i. Burcham Flat Road, from Camp Antelope Road to end of pavement.

5. Sierra Safari (Dick Allen's Sierra Safari)

From 10:00am until 3:00pm for one day in early October 2023:

- a. Aurora Canyon Road, from the intersection with Sagebrush Drive to the intersection with Highway 182.
- b. Stock Drive, from intersection with Highway 182 to Court Street;
- c. Court Street, from intersection with Stock Drive to the footbridge;

and that the following State highway may be intermittently closed in conformance with the State's requirements:

- a. Highway 182 from the intersection with Aurora Canyon Road to the intersection with Stock Drive.

6. Bridgeport Autumn/Fall Festival (tbd)

From 8:00 am until 8:00 pm for one day in the fall:

Close School Street and Bryant Street.

- 1           7. Mammoth Tuff race (David Sheek)  
2           From 8:00 am until 5:00pm on or around September 17<sup>th</sup>  
3           Intermittently close and place signs on:
  - 4           a. Sawmill Road
  - 5           b. Substation Road
  - 6           c. Antelope Springs Road
  - 7           d. Owens River Road
  - 8           e. Benton Crossing Road
  - 9           f. Casa Diablo Road
  - 10          g. Casa Diablo Mine Road
  - 11          h. Fish Slough Road
  - 12          i. Chidago Canyon Road
  - 13          j. Hot Creek Hatchery Road
  
- 14          8. Ridge Rambler race (Rebecca Clayton)  
15          From 6:00am to 2:00pm on September 30th, 2023:  
16          Close Buckeye Road
  
- 17          9. Police and Fire Cycling Sprint race (California Police Athletic Federation)  
18          From 10:00am to 2:00pm on June 26<sup>th</sup> 2023:  
19          Close Substation Road

20 **BE IT FURTHER RESOLVED** that the Mono County Board of Supervisors authorizes the of Public  
21 Works Director to utilize County equipment and personnel to work with the appropriate Chambers of  
22 Commerce and other officials to effectuate said intermittent road closures.

23 **BE IT FURTHER RESOLVED** that in the case of emergency requiring detour to allow residents to  
24 access their properties, or for other reasons, the County Department of Public Works shall have the  
25 authority to modify the closures as necessary for the protection of public health and safety.

26 **PASSED, APPROVED and ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by the  
27 following vote, to wit:

- 28 **AYES:**  
29 **NOES:**  
30 **ABSENT:**  
31 **ABSTAIN:**

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32 Rhonda Duggan, Chair  
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

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

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



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 6, 2023

**TIME REQUIRED**

**SUBJECT** Request Appropriation for Insufficient Educational Revenue Augmentation Fund (ERAF) Amounts in Mono County

**PERSONS APPEARING BEFORE THE BOARD**

**AGENDA DESCRIPTION:**

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

Letter requesting Senator Skinner and Assembly Member Ting to respectfully consider Mono County for including an appropriation to backfill the insufficient Educational Revenue Augmentation Fund (ERAF) amounts in our County.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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

**History**

Time	Who	Approval
5/26/2023 4:17 PM	County Counsel	Yes
5/25/2023 5:02 PM	Finance	Yes
5/26/2023 4:22 PM	County Administrative Office	Yes



Jennifer Kreitz ~ District One   Rhonda Duggan ~ District Two   Bob Gardner ~ District Three  
John Peters ~ District Four   Lynda Salcido ~ District Five

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## BOARD OF SUPERVISORS COUNTY OF MONO

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P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5530

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

*Scheereen Dedman, Clerk of the Board*

May 22, 2023

The Honorable Nancy Skinner  
Chair, Senate Budget and Fiscal Review Committee  
1021 O Street, Suite 8630  
Sacramento, CA 95814

The Honorable Phil Ting  
Chair, Assembly Budget Committee  
1021 O Street, Suite 8230  
Sacramento, CA 95814

Re:     **Request Appropriation for Insufficient Educational Revenue Augmentation Fund (ERAF)  
Amounts in Mono County**

Dear Senator Skinner and Assembly Member Ting:

On behalf of the Mono County Board of Supervisors, I write to respectfully urge your consideration for including an appropriation to backfill the insufficient ERAF amounts in our County. The Governor's proposed 2023-24 state budget and subsequent May Revision is the first to fail to include a backfill of these revenues since the passage of Proposition 1A in 2004; the lack of backfill will significantly impact local programs and services. In total, we respectfully request \$2,997,801 to backfill our losses due to lack of sufficient funds in our ERAF to fully fund the VLF Swap.

You are aware that, in 2004, a state budget compromise between the state and its counties and cities was struck to permanently reduce taxpayer's Vehicle License Fee (VLF) obligations by 67.5 percent. The VLF had served as an important general purpose funding source for county and city programs and services since its inception. In exchange for this revenue reduction, the state provided counties and cities with an annual in-lieu VLF amount (adjusted annually to grow with assessed valuation) to compensate for the permanent loss of VLF revenues with revenues from each county's Educational Revenue Augmentation Fund (ERAF); this transaction became known colloquially as the "VLF Swap." The 2004 budget agreement made clear that excess ERAF funds – shifted property tax revenues that were not needed to fully fund K-14 schools – would not be used to fund the in-lieu VLF amount. Further, the Legislature and Administration agreed to a ballot measure – Proposition 1A – that amended the Constitution to ensure that future shifts or transfers of local agency property tax revenues could not be used to pay for state obligations. That November, Proposition 1A was approved by 83.7 percent of voters.

Legislation to implement the VLF swap carefully and purposefully identified the sources of funds that were available to pay the state's in-lieu VLF obligation: ERAF distributions to non-basic aid schools and property tax revenues of non-basic aid schools. Proposition 98 ensures that state funds are provided to those schools to meet their constitutional funding guarantee, so they do not experience any financial loss. However, in those instances where there are too few non-basic aid schools in a county from which to transfer sufficient funds to pay the state's in-lieu VLF obligation, the state has historically provided annual appropriations to make up for the revenue shortfalls.

Now, the Governor's 2023-24 proposed budget and May Revision has failed to include funds to ensure that Mono County was held harmless for losses associated with the VLF Swap. Without backfill, we – through no fault of our own – will endure a significant reduction in general purpose revenue that will directly affect the provision of local programs and services in our small rural community, at precisely the time when we are being asked to do more. As a result, we respectfully urge you to consider appropriating funds for this purpose.

Sincerely,

Rhonda Duggan, Chair  
Mono County Board of Supervisors

cc: Members and Consultants, Senate Budget and Fiscal Review Committee  
Members and Consultants, Assembly Budget Committee  
The Honorable Marie Alvarado-Gill, California State Senate  
The Honorable Megan Dahle, California State Assembly  
Chris Hill, Principal Program Budget Analyst, Department of Finance



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 6, 2023

**Departments: Public Health**

**TIME REQUIRED** 10 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Kathy Peterson, Interim Public Health  
Director

**SUBJECT** Employment Agreement -  
Environmental Health Manager

**AGENDA DESCRIPTION:**

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

Proposed resolution approving a contract with Louis Molina as Environmental Health Manager, and prescribing the compensation, appointment, and conditions of said employment.

**RECOMMENDED ACTION:**

Announce fiscal impact, approve proposed resolution, approving a contract with Louis Molina as Environmental Health Manager, and prescribing the compensation, appointment, and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

**FISCAL IMPACT:**

Fiscal Impact for the remainder of fiscal year 2022-23 is approximately \$13,403 (\$9,795 in Salaries and \$3,608 in Benefits). Fiscal Year 2023-24 is estimated at a total of \$199,113 (\$123,418 in Salaries and \$75,695 in Benefits).

**CONTACT NAME:** Kathy Peterson

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

**SEND COPIES TO:**

Kathy Peterson, Stephanie Butters, Jack Conry

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">staff report</a>
<input type="checkbox"/> <a href="#">Resolution</a>
<input type="checkbox"/> <a href="#">Employment Agreement (EE signed)</a>

History



<b>Time</b>	<b>Who</b>	<b>Approval</b>
5/26/2023 4:12 PM	County Counsel	Yes
5/25/2023 4:54 PM	Finance	Yes
5/26/2023 4:18 PM	County Administrative Office	Yes



# MONO COUNTY HEALTH DEPARTMENT

## Public Health

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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: May 13, 2023  
TO: Honorable Board of Supervisors  
FROM: Kathryn Peterson, Public Health Director  
SUBJECT: Employment Agreement for Louis Molina as Environmental Health Manager

### **Discussion:**

Louis Molina has served as Mono County's Environmental Health Manager since March 2011. Mr. Molina's current employment contract expires on June 1, 2023. The County wishes to continue to employ Mr. Molina in that capacity in accordance with the terms and conditions set forth in the new Employment Agreement. The Employment Agreement shall commence June 2, 2023 and shall remain in effect unless or until terminated by either party in accordance with the Employment Agreement.

For questions, please contact Kathy Peterson, 760-924-1763, [kpeterson@mono.ca.gov](mailto:kpeterson@mono.ca.gov).



R23-\_\_

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
APPROVING AN EMPLOYMENT AGREEMENT WITH LOUIS MOLINA  
AND PRESCRIBING THE COMPENSATION, APPOINTMENT,  
AND CONDITIONS OF SAID EMPLOYMENT**

**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, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES that:** the Employment Agreement of Louis Molina, 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 Louis Molina. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

**PASSED, APPROVED and ADOPTED** this 6th day of June, 2023, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

**EMPLOYMENT AGREEMENT OF LOUIS MOLINA  
AS ENVIRONMENTAL HEALTH MANAGER FOR MONO COUNTY**

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

**I. RECITALS**

Louis Molina (hereinafter “Mr. Molina”) is currently employed by Mono County as its Environmental Health Manager. The County wishes to continue to employ Mr. Molina in that capacity in accordance with the terms and conditions set forth in this Agreement. Mr. Molina wishes to accept continued employment with the County on said terms and conditions.

**II. AGREEMENT**

1. This Agreement shall commence June 2, 2023, (“Effective Date”) and shall remain in effect unless or until terminated by either party in accordance with this Agreement.
2. As of the Effective Date, Mr. Molina shall continue to be employed by Mono County as its Environmental Health Manager, serving at the will and pleasure of the Director of Health and Human Services (the “Director”). Mr. Molina accepts such continued employment. The Director shall be deemed the “appointing authority” for all purposes with respect to Mr. Molina’s employment. The Director and Mr. Molina will work together to establish specific, measurable, achievable and realistic performance goals for Mr. Molina’s work. Mr. Molina’s job performance and progress towards achieving the agreed-upon goals shall be evaluated by the Director in accordance with the “Policy Regarding Compensation of At-Will and Elected Management Level Officers and Employees” adopted by Resolution R21-44 on June 15, 2021, and as the same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the “*Management Compensation Policy*”).
3. Mr. Molina’s salary shall continue to be Range 13, Step E as set forth in the “Resolution Adopting and Implementing a Salary Matrix applicable to At-Will Employee and Elected Department Head Positions” (Resolution R23-016 adopted on February 21, 2023, hereinafter the “*Salary Matrix*”) and shall be modified as provided in the Management Compensation Policy and the Salary Matrix , and as the same may be amended or updated from time to time and unilaterally implemented by the County.
4. Mr. Molina 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. Molina shall continue to earn and accrue vacation and sick leave in accordance with the “Policy Regarding Benefits of Management-level Officers and Employees,” updated most recently by Resolution R20-56 of the Mono County Board of Supervisors and as the same may be further amended from time to time and unilaterally implemented by the County (hereinafter the “**Management Benefits Policy**”) and in accordance with any applicable County Code provisions not in conflict with said Policy. Also, pursuant to said Policy, in recognition of the fact that 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. Molina understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31<sup>st</sup> of each calendar year in which it is provided, or it is lost. Consistent with Mr. Molina’s uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Mr. Molina 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. Molina’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. Molina’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 Director.
7. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Mr. Molina 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. Molina’s employment, CalPERS medical insurance, County dental and vision coverage, and life insurance.
8. Mr. Molina 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. Molina 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. Molina’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. Molina’s employment, the Director may terminate Mr. Molina’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. Molina 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 Director may, in his or her discretion, take during Mr. Molina’s employment.
10. In the event of a termination without cause under paragraph 9, Mr. Molina 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. Molina shall not be entitled to any severance pay in the event that the Director 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. Molina 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. Molina 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. Molina 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. Molina.
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. Molina’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. Molina’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. Mr. Molina 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. Molina is convicted of a crime involving abuse of office or position.

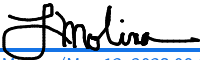
14. Mr. Molina acknowledges that this Agreement is executed voluntarily by him, without duress or undue influence on the part or on behalf of the County. Mr. Molina further acknowledges that he has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented 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.

**III. EXECUTION:**

This Agreement is executed by the parties this \_\_\_\_ day of June, 2023.

EMPLOYEE

THE COUNTY OF MONO



Louis Molina (May 12, 2023 08:07 PDT)

\_\_\_\_\_  
Louis Molina

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

APPROVED AS TO FORM:

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






# 2023 Louis Molina employment agreement

Final Audit Report

2023-05-12

Created:	2023-05-12
By:	Stephanie Butters (sbutters@mono.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzUHJhDq3cgOaDOoyO8K0QDSt7t1ML6ou

## "2023 Louis Molina employment agreement" History

-  Document created by Stephanie Butters (sbutters@mono.ca.gov)  
2023-05-12 - 2:24:22 PM GMT- IP address: 162.252.88.212
-  Document emailed to Louis Molina (lmolina@mono.ca.gov) for signature  
2023-05-12 - 2:24:47 PM GMT
-  Email viewed by Louis Molina (lmolina@mono.ca.gov)  
2023-05-12 - 3:06:26 PM GMT- IP address: 104.192.91.224
-  Document e-signed by Louis Molina (lmolina@mono.ca.gov)  
Signature Date: 2023-05-12 - 3:07:08 PM GMT - Time Source: server- IP address: 162.252.88.212
-  Agreement completed.  
2023-05-12 - 3:07:08 PM GMT







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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 6, 2023

**Departments: Public Health**

**TIME REQUIRED** 10 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Kathy Peterson, Interim Public Health  
Director

**SUBJECT** Employment Agreement - Public  
Health Equity Officer

**AGENDA DESCRIPTION:**

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

Proposed resolution approving a contract with Rachel Barnett as Public Health Equity Officer, and prescribing the compensation, appointment, and conditions of said employment.

**RECOMMENDED ACTION:**

Announce fiscal impact. Adopt proposed resolution approving a contract with Rachel Barnett as Public Health Equity Officer, 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:**

Fiscal Impact for the remainder of Fiscal Year 2022-23 is approximately \$10,923 (\$8,059 in Salary and \$2,864 in Benefits). Fiscal Year 2023-24 is estimated at a total of \$135,823 (\$101,540 in Salary and \$34,283 in Benefits).

**CONTACT NAME:** Kathy Peterson

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

**SEND COPIES TO:**

Kathy Peterson, Stephanie Butters, Jack Conry

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">staff report</a>
<a href="#">Resolution</a>
<a href="#">Employment Agreement (EE signed)</a>

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
5/25/2023 4:48 PM	County Counsel	Yes
5/22/2023 4:56 PM	Finance	Yes
5/26/2023 4:18 PM	County Administrative Office	Yes



# MONO COUNTY HEALTH DEPARTMENT

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## Public Health

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

DATE: June 6, 2023  
TO: Honorable Board of Supervisors  
FROM: Kathryn Peterson, Public Health Director  
SUBJECT: Employment Agreement for Rachel Barnett as Public Health Equity Officer

### **Discussion:**

Rachel Barnett has served as Mono County's Public Health Equity Officer since July 2022. Ms. Barnett's current employment contract expires on May 31, 2023. The County wishes to continue to employ Ms. Barnett in that capacity in accordance with the terms and conditions set forth in the new Employment Agreement. The Employment Agreement shall commence June 1, 2023, and shall remain in effect until June 30, 2026, unless or until terminated by either party in accordance with the Employment Agreement, or earlier depending on the availability of grant funding. Limited grant funding through the California Equitable Recovery Initiative and the California Strengthening Public Health Initiative will be used to fund the Public Health Equity Officer position for the duration of the employment agreement.

For questions, please contact Kathy Peterson, 760-937-6518, [kpeterson@mono.ca.gov](mailto:kpeterson@mono.ca.gov).



R23-\_\_

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
APPROVING AN EMPLOYMENT AGREEMENT WITH RACHEL BARNETT  
AND PRESCRIBING THE COMPENSATION, APPOINTMENT,  
AND CONDITIONS OF SAID EMPLOYMENT**

**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, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES that:** the Employment Agreement of Rachel Barnett, 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 Rachel Barnett. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

**PASSED, APPROVED and ADOPTED** this 6th day of June, 2023, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

**EMPLOYMENT AGREEMENT OF RACHEL BARNETT  
AS PUBLIC HEALTH EQUITY OFFICER (LIMITED TERM) FOR MONO COUNTY**

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

**I. RECITALS**

Rachel Barnett (hereinafter “Ms. Barnett”) is currently employed by County as its Public Health Equity Officer pursuant to an employment agreement expiring on May 31, 2023. The County wishes to continue to employ Ms. Barnett as its Public Health Equity Officer until June 30, 2026, in accordance with the terms and conditions set forth in this Agreement. Ms. Barnett wishes to accept continued employment with the County on said terms and conditions.

**II. AGREEMENT**

1. This Agreement shall commence June 1, 2023, (“Effective Date”), and shall remain in effect, unless or until terminated by either party in accordance with this Agreement, until June 30, 2026, or earlier depending on the availability of grant funding.
2. Ms. Barnett shall continue to be employed by Mono County as its Public Health Equity Officer, serving at the will and pleasure of the Director of Health and Human Services (“Director”). Ms. Barnett accepts such continued employment. The Director shall be deemed the “appointing authority” for all purposes with respect to Ms. Barnett’s employment. The Director and Ms. Barnett will work together to establish specific, measurable, achievable and realistic performance goals for Ms. Barnett’s work. Ms. Barnett’s job performance and progress towards achieving the agreed-upon goals shall be evaluated by the Director in accordance with the “Policy Regarding Compensation of At-Will and Elected Management Level Officers and Employees” adopted by Resolution R21-44 on June 15, 2021, and as the same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the “*Management Compensation Policy*”).
3. Ms. Barnett’s salary shall continue to be Range 11, Step C as set forth in the “Resolution Adopting and Implementing a Salary Matrix applicable to At-Will Employee and Elected Department Head Positions” (Resolution R23-016 adopted on February 21, 2023, hereinafter the “*Salary Matrix*”) and shall be modified as provided in the Management Compensation Policy and the Salary Matrix , and as the same may be amended or updated from time to time and unilaterally implemented by the County.
4. Ms. Barnett understands that she is responsible for paying the employee’s share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to her employment for the County as determined by the County’s contract with PERS and/or County policy, and also any employee share of the “normal cost” of her retirement benefits that may be mandated by the Public Employees’ Pension Reform Act

of 2013 (PEPRA).

5. Ms. Barnett shall continue to earn and accrue vacation and sick leave in accordance with the “Policy Regarding Benefits of Management-level Officers and Employees,” updated most recently by Resolution R20-56 of the Mono County Board of Supervisors and as the same may be further amended from time to time and unilaterally implemented by the County (hereinafter the “**Management Benefits Policy**”) and in accordance with any applicable County Code provisions not in conflict with said Policy. Also, pursuant to said Policy, in recognition of the fact that her employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, she shall be entitled to 80 hours of merit leave (aka administrative leave) during each calendar year of service. Ms. Barnett understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31<sup>st</sup> of each calendar year in which it is provided, or it is lost. Consistent with Ms. Barnett’s uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Ms. Barnett may have accrued as of the effective date of this Agreement nor on her original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Ms. Barnett’s date of eligibility for or vesting of any non-salary benefits or for any other purpose.
6. The County shall pay the professional dues, subscriptions, and other educational expenses necessary for Ms. Barnett’s full participation in applicable professional associations, for her continued professional growth and for the good of the County, as determined to be appropriate, and as approved by the Director.
7. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Ms. Barnett shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits at the tier applicable to Ms. Barnett’s employment, CalPERS medical insurance, County dental and vision coverage, and life insurance.
8. Ms. Barnett understands and agrees that her receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on her actual and regular rendering of full-time personal services to the County or, in the event of any absence, upon her proper use of any accrued leave. Should Ms. Barnett cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then she shall cease earning or receiving any additional compensation or benefits until such time as she returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Ms. Barnett’s regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except

for those benefits that the County does not generally pro-rate for its other part-time employees.

9. Consistent with the “at will” nature of Ms. Barnett’s employment, the Director may terminate Ms. Barnett’s employment at any time during this Agreement, without cause. In such event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Ms. Barnett understands and acknowledges that as an “at will” employee, she will not have permanent status nor will her employment be governed by the County Personnel System (Mono County Personnel Rules) except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, she will have no property interest in her employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the County Administrative Officer may, in her or her discretion, take during Ms. Barnett’s employment.
10. Ms. Barnett may resign her employment with the County at any time. Her resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Ms. Barnett shall not be entitled to any severance pay or to earn or accrue additional compensation of any kind after the effective date of such resignation.
11. This Agreement constitutes the entire agreement of the parties with respect to the employment of Ms. Barnett.
12. The parties agree that the Board of Supervisors’ approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties’ intent to alter in any way the fundamental statutory (non-contractual) nature of Ms. Barnett’s employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Ms. Barnett’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. Ms. Barnett shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if Ms. Barnett is convicted of a crime involving abuse of office or position.
13. Ms. Barnett acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Ms. Barnett further acknowledges that she has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive her right to do so, and that she is fully aware of the contents of this Agreement and of its legal effect. Thus, any

ambiguities in this Agreement shall not be resolved in favor of or against either party.

**III. EXECUTION:**

This Agreement is executed by the parties this 16<sup>th</sup> day of May, 2023.

EMPLOYEE

THE COUNTY OF MONO

*Rachel Barnett*

\_\_\_\_\_  
Rachel Barnett

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

APPROVED AS TO FORM:

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








# 2023 Employment Agreement (Barnett)

Final Audit Report

2023-05-12

Created:	2023-05-12
By:	Stephanie Butters (sbutters@mono.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMIEqZsZ9QVNBu1w5oitMyaaxN2CY34Zw

## "2023 Employment Agreement (Barnett)" History

-  Document created by Stephanie Butters (sbutters@mono.ca.gov)  
2023-05-12 - 7:18:21 PM GMT- IP address: 162.252.88.212
-  Document emailed to Rachel Barnett (rbarnett@mono.ca.gov) for signature  
2023-05-12 - 7:18:54 PM GMT
-  Email viewed by Rachel Barnett (rbarnett@mono.ca.gov)  
2023-05-12 - 8:19:30 PM GMT- IP address: 162.252.88.212
-  Document e-signed by Rachel Barnett (rbarnett@mono.ca.gov)  
Signature Date: 2023-05-12 - 8:19:43 PM GMT - Time Source: server- IP address: 162.252.88.212
-  Agreement completed.  
2023-05-12 - 8:19:43 PM GMT





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 6, 2023

**Departments: CAO**

**TIME REQUIRED** 5 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Mary Booher, Interim County  
Administrative Officer

**SUBJECT** Employment Agreement - Interim  
Clerk/Recorder

**AGENDA DESCRIPTION:**

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

Proposed resolution approving a contract with Queenie Barnard as Interim Clerk/Recorder, and prescribing the compensation, appointment, and conditions of said employment.

**RECOMMENDED ACTION:**

Announce Fiscal Impact. Approve proposed resolution, approving a contract with Queenie Barnard as Interim Clerk/Recorder, 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 incremental cost of this item for every two week pay cycle is \$617, of which \$532 is salary and \$85 is benefits. However, the department realizes budget savings of \$5,250, of which \$3,905 is salary and \$1,345 is benefits, for every two week pay cycle the position of permanent Clerk/Recorder remains unfilled.

**CONTACT NAME:** Mary Booher

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">Interim Clerk Staff Report</a>
<input type="checkbox"/> <a href="#">Resolution</a>
<input type="checkbox"/> <a href="#">Employment agreement-Interim Clerk</a>

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
6/1/2023 1:55 PM	County Counsel	Yes
5/30/2023 10:16 AM	Finance	Yes
6/1/2023 1:56 PM	County Administrative Office	Yes



June 6, 2023

To: Mono County Board of Supervisors

From: Mary Booher, Interim County Administrative Officer

RE: Employment Agreement-Interim Clerk Recorder

**BOARD OF SUPERVISORS**

CHAIR

Rhonda Duggan / District 2

VICE CHAIR

John Peters / District 4

Bob Gardner / District 3

Lynda Salcido / District 5

Jennifer Kreitz / District 1

**COUNTY DEPARTMENTS**

ASSESSOR

Hon. Barry Beck

DISTRICT ATTORNEY

Hon. David Anderson

SHERIFF / CORONER

Hon. Ingrid Braun

ANIMAL SERVICES

Chris Mokracek (Interim)

BEHAVIORAL HEALTH

Robin Roberts

COMMUNITY DEVELOPMENT

Wendy Sugimura

COUNTY CLERK-RECORDER

Scheereen Dedman

COUNTY COUNSEL

Stacey Simon, Esq.

ECONOMIC DEVELOPMENT

Jeff Simpson

EMERGENCY MEDICAL

SERVICES

Bryan Bullock

FINANCE

Janet Dutcher

CPA, CGFM, MPA

INFORMATION

TECHNOLOGY

Milan Salva (Interim)

PROBATION

Karin Humiston

PUBLIC HEALTH

Kathy Peterson (Interim)

PUBLIC WORKS

Paul Roten

SOCIAL SERVICES

Kathy Peterson

**Strategic Plan Focus Areas Met**

A Thriving Economy     Safe and Healthy Communities

Sustainable Public Lands     Workforce & Operational Excellence

Scheereen Dedman, the County Clerk/Recorder/Registrar of Voters/Clerk of the Board, has resigned, effective June 23, 2023. Her last day in the office will be June 9, 2023.

The Assistant Clerk/Recorder, Queenie Barnard, has agreed to serve in an interim capacity pending a full recruitment to fill the position. The attached agreement is an amendment to Ms. Barnard's existing employment contract, and will make her the Acting Clerk Recorder from June 10-23, 2023, then the Interim Clerk Recorder from June 24, 2023 until such time the County hires a new, permanent Clerk Recorder.



R23-\_\_

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
APPROVING AN EMPLOYMENT AGREEMENT WITH QUEENIE BARNARD  
AND PRESCRIBING THE COMPENSATION, APPOINTMENT,  
AND CONDITIONS OF SAID EMPLOYMENT**

**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, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES that:** the Employment Agreement of Queenie Barnard, 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 Queenie Barnard. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

**PASSED, APPROVED and ADOPTED** this 6th day of June, 2023, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_

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Clerk of the Board

County Counsel

**AGREEMENT AND FIRST AMENDMENT TO  
EMPLOYMENT AGREEMENT  
OF QUEENIE BARNARD**

This Agreement and First Amendment is entered into by and between Queenie Barnard (Ms. Barnard) and the County of Mono (collectively “the parties”) for the purpose of amending the Employment Agreement of Queenie Barnard entered into on or about August 17, 2021 (“the Agreement”).

**I. RECITALS**

- A. The County currently employs Ms. Barnard as its Assistant Clerk - Recorder / Registrar of Voters (hereinafter “Clerk/Recorder”) in accordance with the terms and conditions of the Agreement.
- B. The County now wishes to temporarily employ Ms. Barnard as Acting and, following the last day of employment of the current Clerk/Recorder, as Interim, Clerk - Recorder/Registrar of Voters, pursuant to the terms and conditions set forth herein. Ms. Barnard is willing to accept this temporary appointment.

**II. AGREEMENT**

**NOW, THEREFORE**, the parties agree to amend the Agreement as follows:

- 1. The following is added to Section 2 of the Agreement:

“Notwithstanding anything to the contrary contained in this Agreement, commencing on June 12, 2023, Ms. Barnard shall serve as Acting Clerk/Recorder for Mono County. Commencing on June 24, 2023, Ms. Barnard’s title shall be changed to Interim Clerk/Recorder. Ms. Barnard’s appointment as Acting or Interim Clerk/Recorder shall remain in effect until such time as the Board of Supervisors or County Administrative Officer (CAO) directs otherwise. In the event the Board or CAO notify Ms. Barnard that she will no longer serve as Acting or Interim Clerk/Recorder, this First Amendment shall automatically terminate and Ms. Barnard’s prior employment as Assistant Clerk – Recorder/Registrar of Voters shall continue to be governed solely by the Agreement.”

- 2. The following is added to Section 3 of the Agreement:

“Notwithstanding anything to the contrary herein, during the period of Ms. Barnard’s temporary appointment as Acting and/or Interim Clerk/Recorder, her salary shall be Range 14, Step A, as set forth in the “Resolution Adopting and Implementing a Salary Matrix applicable to At-Will Employee and Elected Department Head Positions” (most recently adopted by Resolution R23-016 adopted on February 31, 2023).”

- 3. All other provisions of the Agreement not hereby amended shall remain in full

force and effect.

**III. EXECUTION:**

The parties hereby execute this Agreement and First Amendment this 6<sup>th</sup> day of June, 2023.

**EMPLOYEE**

**THE COUNTY OF MONO**

\_\_\_\_\_  
Queenie Barnard

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

APPROVED AS TO FORM:

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





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 6, 2023

**Departments: CAO**

**TIME REQUIRED** 10 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Mary Booher, Interim County  
Administrative Officer

**SUBJECT** Board Ad Hoc Arts Committee

**AGENDA DESCRIPTION:**

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

The County Administrative Office has received two proposals for art installations at the Civic Center. One is for a competitive process to install rotating art, and one is for a permanent installation. There are also other models that could be considered. This item proposes that the Board establish a Public Art Ad Hoc Committee to assess options and make a recommendation to the full Board.

**RECOMMENDED ACTION:**

Establish a Board Ad Hoc Committee, and appoint two Board members to that Committee, to assess and make a recommendation to the full Board regarding art in the Mammoth Lakes Civic Center.

**FISCAL IMPACT:**

To be determined, after Board Ad Hoc is established.

**CONTACT NAME:** Cheyenne Stone

**PHONE/EMAIL:** 760-932-5408 / cstone@mono.ca.gov

**SEND COPIES TO:**

Mary, Cheyenne

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">Art Ad Hoc Staff Report</a>
<input type="checkbox"/> <a href="#">Art Ad Hoc Charter</a>

History

Time

Who

Approval

5/26/2023 4:10 PM	County Counsel	Yes
5/10/2023 12:43 PM	Finance	Yes
5/26/2023 4:16 PM	County Administrative Office	Yes



Date: June 6, 2023

**BOARD OF SUPERVISORS**

CHAIR  
Rhonda Duggan / District 2

VICE CHAIR  
John Peters / District 4  
Bob Gardner / District 3  
Lynda Salcido / District 5  
Jennifer Kreitz / District 1

To: Mono County Board of Supervisors  
From: Mary Booher, Interim County Administrative Officer  
Re: Board Ad Hoc Arts Committee

**COUNTY DEPARTMENTS**

- ASSESSOR  
Hon. Barry Beck
- DISTRICT ATTORNEY  
Hon. David Anderson
- SHERIFF / CORONER  
Hon. Ingrid Braun
- ANIMAL SERVICES  
Chris Mokracek (Interim)
- BEHAVIORAL HEALTH  
Robin Roberts
- COMMUNITY DEVELOPMENT  
Wendy Sugimura
- COUNTY CLERK-RECORDER  
Scheereen Dedman
- COUNTY COUNSEL  
Stacey Simon, Esq.
- ECONOMIC DEVELOPMENT  
Jeff Simpson
- EMERGENCY MEDICAL SERVICES  
Bryan Bullock
- FINANCE  
Janet Dutcher  
CPA, CGFM, MPA
- INFORMATION TECHNOLOGY  
Milan Salva (Interim)
- PROBATION  
Karin Humiston
- PUBLIC HEALTH  
Kathy Peterson (Interim)
- PUBLIC WORKS  
Paul Roten
- SOCIAL SERVICES  
Kathy Peterson

**Strategic Plan Focus Areas Met**

- A Thriving Economy     Safe and Healthy Communities
- Sustainable Public Lands     Workforce & Operational Excellence

**Discussion:**

The County Administrative Office has received two proposals for the art at the Civic Center, and we are seeking direction on the best way to select art for the Civic Center. One is for a competitive process, and one is for a permanent installation. There are also other models that could be considered.

There are three possible options for consideration to manage this process.

1. Establish a Board Ad Hoc consisting of 2 Board members, with support from staff, to provide recommendations to the full Board.
2. Establish a committee of community members, including the Mono Arts Council, to provide recommendations to the Board.
3. Establish a committee of 1-2 Board members, staff, and community members, including the Mono Arts Council, to provide recommendations to the Board.

**County of Mono  
Public Art Ad Hoc  
Charter / Scope of Work  
(Board Report – Attachment 1)**

**Background**

Mono County has received 2 different proposals for an art installation at the Civic Center in Mammoth Lakes.

**Purpose and Scope**

This ad hoc would work with staff and members of the Mono Arts Council to evaluate to two current proposals, as well as other options, and make a recommendation to the full Board.

**Committee Duration**

Approximately 90 days.

**Committee Members**

To be appointed by the Board of Supervisors.

**County Department, Other Agency, and Consulting Resources**

County Administrative Office, County Counsel, Public Works, and Mono Arts Council.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 6, 2023

**Departments: Emergency Management**

**TIME REQUIRED** 10 minutes

**SUBJECT** Cooperative Agreement for Disaster  
Related Debris-Management  
Services

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Chris Mokracek, Director of  
Emergency Management, Jeff Snow,  
DRC Pacific

**AGENDA DESCRIPTION:**

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

Proposed Cooperative Agreement with DRC Pacific, Inc. pertaining to Disaster-Related Debris Management Services.

**RECOMMENDED ACTION:**

Approve, and authorize Board Chair to sign, cooperative agreement with DRC Pacific, for disaster related debris management services. This agreement utilizes pre-negotiated prices and provisions of the DRC contract with County of Orange, California and, following a competitive bidding process, is extended to other California local and state government entities.

**FISCAL IMPACT:**

None until services are procured. When procured, we expect reimbursement at up to 75% by FEMA and 18.75% by CalOES, with the remaining 6.25% representing the local match.

**CONTACT NAME:** Chris Mokracek

**PHONE/EMAIL:** 760-924-4633 / cmokracek@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
5/26/2023 4:12 PM	County Counsel	Yes
5/26/2023 8:31 AM	Finance	Yes
5/26/2023 4:17 PM	County Administrative Office	Yes



MONO COUNTY  
OFFICE OF EMERGENCY MANAGEMENT



**DATE:** June 6, 2023  
**TO:** Honorable Board of Supervisors  
**FROM:** Chris Mokracek, Director, Mono County Office of Emergency Management  
**SUBJECT:** Cooperative Agreement with DRC Pacific, Inc. for Disaster-Related Debris Management Services

---

### **Recommendation**

Enter into a Cooperative Agreement with DRC Pacific, Inc. (DRC) for disaster related debris management services. This agreement utilizes pre-negotiated prices and provisions of the DRC contract with County of Orange, California and, following a competitive bidding process, is extended to other California local and state government entities.

### **Discussion**

The purpose of this Contract is to provide disaster-related debris management services for Mono County, for the collection, processing and disposal of debris resulting from natural or man-made disaster events including but not limited to earthquakes, fires, and floods. This Contract may be activated for County, State and Federally declared disaster events. The Scope of Work includes the following:

- Debris clearance operations as directed by the County's Solid Waste Supervisor.
- Obtaining all necessary local, state, and federal permits.
- The collection and removal of debris from public rights-of-way, streets, roads, flood control facilities, ditches, and other public properties.
- The processing of debris includes but is not limited to screening, sorting, grinding, mulching, and recycling in accordance with all federal, state, and local environmental protection agencies and health departments.
- The disposal of debris.
- The establishment and operations of temporary debris storage and reduction (TDSR) sites.
- The collection and disposal of yard waste, white goods, e-waste, small-motorized equipment, hazardous waste, tires, animal carcasses, propane tanks, petroleum products, and other special waste.
- Performing debris by-product recycling programs.
- Hauling non-recycled debris and debris reduction by-products to an authorized disposal facility.
- Providing traffic control during debris loading operations on public rights-of-way.

- The provision of community relations support during all phases of disaster recovery work as directed by the County's Solid Waste Supervisor.
- Validating loads, materials and equipment with contracted debris monitoring services.
- Creating, maintaining, and updating relevant paperwork for relevant State and Federal reimbursement programs.

### **Fiscal Impact**

None until services are procured. When procured, we expect reimbursement at up to 75% by FEMA and 18.75% by CalOES, with the remaining 6.25% representing the local match.



## **COOPERATIVE AGREEMENT FOR DISASTER-RELATED MANAGEMENT SERVICES**

**THIS AGREEMENT** made and entered into this 6th day of June, 2023, by and between the Mono County, California, a political subdivision of the State of California (hereinafter referred to as “County”) and DRC Pacific, Inc. (hereinafter referred to “Contractor” or “DRC”).

### **WITNESSETH**

**WHEREAS**, on September 21, 2021, Orange County, California and the County of Orange entered into a contract with DRC, designated as Contract No. MA-080-22010092, for Disaster-Related Debris Management Services after a competitive bidding process (hereinafter referred to as the “OC Contract”); and

**WHEREAS**, the OC Contract at page 12 of 55, paragraph 16, allows the provisions and pricing of the OC Contract to be extended to other California local or state governmental entities; and

**WHEREAS**, the County wishes to utilize the pre-negotiated prices and terms of the OC Contract; and,

**WHEREAS**, it is in the public interest of the County to provide the expedient management of disaster-related debris management throughout the County and to provide recovery technical assistance to the appointed and elected officials resulting from a natural or manmade disasters; and

**WHEREAS**, Contractor has the experience, equipment, manpower, general ability and resources, as well as the necessary permits and licenses to perform all related disaster-debris management and other related services; and

**WHEREAS**, for greater economy and efficiency and to benefit its citizens, the County wishes to contract DRC to provide the County with those services as set forth in the OC Contract;

**NOW, THEREFORE**, the County and DRC, each through their authorized representative/official, agree as follows:

1. The recitals above form part of this agreement.
2. The OC Contract is adopted and incorporated herein by reference its entirety and forms part of this agreement.
3. DRC assumes toward the County all obligations that DRC assumes toward Orange County, California and the Orange County Flood Control District under the OC Contract.
4. County assumes toward DRC all obligations that Orange County, California and the Orange County Flood Control District assume toward DRC under the OC Contract.
5. DRC shall hold harmless the County from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of the OC Contract.
6. County contact for purposes of paragraph 30 of OC Contract shall be:

Mono County Office of Emergency Management  
Chris Mokracek  
PO Box 696  
Bridgeport, CA 93517  
(760) 924-4633

**IN WITNESS WHEREOF**, and as the duly authorized act of the governing bodies, the parties hereto have caused this instrument to be signed in their respective names by their proper officials and to be attested by their respective Clerks the day and year first above written.

MONO COUNTY, CALIFORNIA

By: \_\_\_\_\_  
Rhonda Duggan, Mono County Board Chair


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

ATTEST:

\_\_\_\_\_  
Signature

Clerk of the Board

ACCEPTED BY: DRC PACIFIC, INC.

  
\_\_\_\_\_  
Kristy Fuentes, Vice President

**CONTRACT MA-080-22010092**

**FOR**

**DISASTER-RELATED DEBRIS MANAGEMENT SERVICES**

**BETWEEN**

**OC PUBLIC WORKS**

**AND**

**DRC PACIFIC, INC.**



**CONTRACT MA-080-22010092  
FOR  
DISASTER-RELATED DEBRIS MANAGEMENT SERVICES  
WITH  
DRC PACIFIC, INC.**

THIS Contract MA-080-22010092 for Disaster-Related Debris Management Services (“Contract”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California and the Orange County Flood Control District, a body corporate and politic, (collectively referred to as “County”) and DRC Pacific, Inc., with a place of business at 6702 Broadway Street, Galveston, TX 77554 (“Contractor”), with County and Contractor sometimes referred to as “Party” or collectively as “Parties.”

**ATTACHMENTS**

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference in this Contract:

Attachment A – Scope of Work

Attachment B – Payment/Compensation

Attachment C – Staffing Plan

**RECITALS**

WHEREAS, Contractor and County are entering into this Contract for Disaster-Related Debris Management Services under a firm fixed fee/usage Contract; and,

WHEREAS, County solicited Contract for Disaster-Related Debris Management Services as set forth herein, and Contractor represented that it is qualified to provide Disaster-Related Debris Management Services to the County as further set forth here; and,

WHEREAS, Contractor agrees to provide Disaster-Related Debris Management Services to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and,

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Payment/Compensation, attached hereto as Attachment B; and,

WHEREAS, the County Board of Supervisors has authorized the Procurement Officer or designee to enter into a Contract for Disaster-Related Debris Management Services with the Contractor; and,

NOW, THEREFORE, the Parties mutually agree as follows:

**ARTICLES**

**General Terms and Conditions:**

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree

to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

- B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Procurement Officer or designee.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County; 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in **article "Z,"** and as more fully described in **article "Z,"** harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or

copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in **article "Z"** below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- In the event of change of control, to the extent necessary, Contractor shall provide reasonably requested assistance in the transferring of services.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance

of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

**O. Insurance Requirements:**

Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

**Qualified Insurer**

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$5,000,000 per occurrence \$5,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence
Pollution Liability*	\$5,000,000 per claims- made, or occurrence

#### Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

#### Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the *County of Orange and Orange County Flood Control District, their elected and appointed officials, officers, agents and employees* as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT.**
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Pollution Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, employees and agents as Additional Insureds.



2) A primary non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the *County of Orange and Orange County Flood Control District, their elected and appointed officials, officers, agents and employees* or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange and Orange County Flood Control District, their elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If Contractor's Pollution Liability is "Claims-Made" policy, Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

P. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.

Q. **Change of Ownership/Name, Litigation Status, Conflicts with County Interests:**

Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owner(s) shall be required under the terms of sale or other instruments of transfer to assume

Contractor's duties and obligations contained in this Contract, and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of **article "Z,"** below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **Freight:** Prior to the County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.

- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County of Orange and Orange County Flood Control District, their elected and appointed officials, officers, agents and employees, and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of

administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the County's project manager.

- BB. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- CC. **Expenditure Limit:** The Contractor shall notify the County of Orange assigned DPA in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

**Additional Terms and Conditions:**

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure Disaster-Related Debris Management Services from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".
2. **Term of Contract:** The term of this Contract shall be effective upon execution of all authorized signatures or approval by the Orange County Board of Supervisors, whichever occurs later, and shall continue for three (3) years from that date unless otherwise terminated as provided herein.
3. **Renewal:** This Contract may be renewed upon expiration of the initial term, for a two-year renewable term, upon mutual agreement of both parties. The County is not obligated to give a reason or notice if it elects not to renew. Renewal amendments may require County Board of Supervisors approval.
4. **Aggregate Contract:** This is an Aggregate Contract with DRC Pacific, Inc. and AshBritt, Inc.
5. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned DPA.
6. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County

may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a) Terminate the Contract immediately, pursuant to Section K herein;
  - b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
  - c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
  - d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
7. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
8. **Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.
9. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
10. **Contractor’s Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County’s Project Manager, which consent shall not be unreasonably withheld.

The Contractor’s Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County’s Project Manager shall have the right to require the removal and replacement of the Contractor’s Project Manager from providing services to the County under this Contract. The County’s Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business days after written notice by the County’s Project Manager. The County’s Project Manager shall review and approve the appointment of the replacement for the Contractor’s Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor’s Project Manager from providing further services under the Contract.

11. **Contractor Personnel – Reference Checks:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
12. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.
13. **Contractor Personnel – Uniform/Badges/Identification:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility under this Contract.

All Contractor's employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by the Contractor and must be work at all times while working on County property. The assigned DPA must be notified in writing, within seven (7) days of notification of award of Contract of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) days prior to any changes in this procedure.

14. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned DPA.
15. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
16. **Cooperative Agreement:** The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use the pre-negotiated prices and terms in this Contract will be responsible for issuing their own purchase documents/contracts, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any contract entered into with another department or entity that is entered into and incorporates by reference the pre-negotiated prices and terms of this Contract a contractual clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Failure to do so will be considered a material breach of this Contract by Contractor and grounds for immediate Contract termination. Departments or entities making use of the pre-negotiated prices and terms of this Contract are responsible for obtaining all certificates of insurance and bonds required when entering into their own contract. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

The Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

17. **County of Orange Disabled Veteran Business Enterprise Preference Requirements:** Contractor certifies it is in compliance with County of Orange Disabled Veteran Business Enterprise Preference requirements at the time this Contract is executed.
18. **County of Orange Local Small Business Preference Requirements:** Contractor certifies it is in compliance with County of Orange Local Small Business Preference requirements at the time this Contract is executed.
19. **County's Safety and Loss Prevention Resource Manual:** Contractor shall comply with the County's Safety and Loss Prevention Resource Manual and submit a copy of their Injury and Illness Prevention Program (IIPP) to the County's Project Manager prior to the start of the project. The IIPP shall meet the minimum requirement of California Code of Regulations, Title 8, Section 1509 or 3203. Contractor shall submit other safety programs that pertain to the type of job that will be performed on site.
20. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
21. **Default – Reprourement Costs:** In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
22. **Disputes – Contract:** The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, as specified in Article 30 "Notices," such matter shall be brought to the attention of the County DPA by way of the following process:
  - a. The Contractor shall submit to the agency/department assigned DPA a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
  - b. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County DPA or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in Article K herein.

23. **Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
- b. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
  - i. The dangers of drug abuse in the workplace;
  - ii. The organization's policy of maintaining a drug-free workplace;
  - iii. Any available counseling, rehabilitation and employee assistance programs; and
  - iv. Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
  - i. Will receive a copy of the company's drug-free policy statement; and
  - ii. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

- 1. The Contractor has made false certification, or
- 2. The Contractor violates the certification by failing to carry out the requirements as noted above.

24. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.



The term “service provider” is defined in California Unemployment Insurance Code Section 1088.8, subarticle B.2 as “an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state.” The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as “an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California.”

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at [http://www.edd.ca.gov/Employer\\_Services.htm](http://www.edd.ca.gov/Employer_Services.htm)

25. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County’s needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor’s supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.
  
26. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Project Manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary, and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor’s reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor’s reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
  
27. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, “Equal Employment Opportunity” as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or

otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

28. **Follow-On Work – Service Contract:** No person, firm, subsidiary or subcontractor of a firm that has been awarded a consulting services contract or a contract which includes a consulting component may be awarded a Contract for the performance of services, the purchase of goods or supplies, or the provision of any other related action which arises from or can reasonably be deemed an end-product of work performed under the initial consulting to consulting-related Contract.
29. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County’s Project Manager.
30. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned DPA, except through the course of the parties’ project managers’ routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: DRC Pacific, Inc.  
Attn: Kristy Fuentes  
6702 Broadway Street  
Galveston, TX 77554  
Phone: 888-721-4372  
Email: [Kfuentes@drcusa.com](mailto:Kfuentes@drcusa.com)

County’s Project Manager: County of Orange/OC Operations & Maintenance  
Attn: Trevor Richardson  
2301 N. Glassell St.  
Orange, CA 92865  
Phone: 714-955-0234  
Email: [Trevor.Richardson@ocpw.ocgov.com](mailto:Trevor.Richardson@ocpw.ocgov.com)

cc: OC Public Works/Procurement Services  
Attn: Richard Nguyen, County DPA  
1143 E. Fruit St.  
Santa Ana, CA 92701  
Phone: 714-667-9633  
Email: [Richard.Nguyen@ocpw.ocgov.com](mailto:Richard.Nguyen@ocpw.ocgov.com)

31. **Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
32. **Royalties:** The County will not pay royalties as a result of work performed under this Contract. All written work resulting from this Contract shall be the property of the County of Orange, and any copyrights associated with that work shall belong to the County of Orange and shall be so designated on the written materials.
33. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.
34. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
35. **Usage Reports:** The Contractor shall submit usage reports on an annual basis to the assigned DPA of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.
36. **Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract. In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.
37. **Project Manager, County:** The County shall appoint a Project Manager to act as liaison between the County and the Contractor during the term of this Contract. The County's Project Manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager and key personnel. The County's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice from the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager and key personnel. Said approval shall not be unreasonably withheld. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

38. **Mandatory Kick-Off Meeting:** Upon award of this Contract, the awarded Contractor(s) shall attend a mandatory kick-off meeting with County representatives to discuss important information related to the scope of work, the Contract, and the invoice payment process. A quarterly check-in meeting will be required to review any issues with the Contract.

39. **Prevailing Wage:**

a. **Threshold Requirements for Prevailing Wages:** 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.

b. **Wage Rates:** Contractor shall post a copy of the wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contract from the Director of the Department of Industrial Relations. These rates are on file with the Clerk of the Board of Supervisors. Copies may be obtained at cost at the office of County's OC Public Works/OC Facilities & Asset Management/A&E Project Management or visit the website of the Department of Industrial Relations, Prevailing Wage Unit at [www.dir.ca.gov/DLSR/PWD](http://www.dir.ca.gov/DLSR/PWD). The Contractor shall comply with the provisions of Sections 1774, 1775, 1776 and 1813 of the Labor Code.

c. **Apprenticeship Requirements: The Contractor shall comply with Section 230.1(A),** California Code of Regulations as required by the Department of Industrial Relations, Division of Apprenticeship Standards by submitting DAS Form to the Joint Apprenticeship Committee of the craft or trade in the area of the site.

d. **Registration of Contractor:** All contractors and subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5. Bids cannot be accepted from unregistered contractors except as provided in Section 1771.1. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. After award of the contract, Contractor and each Subcontractor shall furnish electronic payroll records directly to the Labor Commissioner in the manner specified in Labor Code Section 1771.4.

**Prevailing Wage and DIR Requirement:** Awarding agencies are not required to submit the notice of contract award through DIR's PWC-100 system on projects that fall within the small project exemption. The small project exemption applies for all public works projects that do not exceed:

- \$25,000 for new construction, alteration, installation, demolition or repair

- \$15,000 for maintenance

If the project meets or exceeds these amounts, the County and the Contractor are required to register the project with the California Department of Industrial Relations.

e. **Payroll Records:** Contractor and any Subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4.

The requirements of Labor Code Section 1776 provide, in summary:

- i. Contractor and any Subcontractor(s) performing any portion of the work under this Contract shall keep an accurate record, 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 Contractor or any Subcontractor(s) in connection with the work.
- ii. 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; and,
  2. The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.
- iii. The payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.
- iv. Contractor shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five (5) working days, provide a notice of any change of location and address of the records.
- v. Pursuant to Labor Code Section 1776, Contractor and any Subcontractor(s) shall have 10 days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein. In the event that Contractor or any Subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to County, forfeit \$100, or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to whom the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.
- vi. Contractor and any Subcontractor(s) shall comply with the provisions of Labor Code Sections 1771 et seq., and shall pay workers employed on the Contract not less than

the general prevailing rates of per diem wages and holiday and overtime wages as determined by the Director of Industrial Relations. Contractor shall post a copy of these wage rates at the job site for each craft, classification, or type of worker needed in the performance of this Contract, as well as any additional job site notices required by Labor Code Section 1771.4(b). Copies of these rates are on file at the principal office of County's representative, or may be obtained from the State Office, Department of Industrial Relations ("DIR") or from the DIR's website at [www.dir.ca.gov](http://www.dir.ca.gov). If the Contract is federally funded, Contractor and any Subcontractor(s) shall not pay less than the higher of these rates or the rates determined by the United States Department of Labor.

- f. **Work Hour Penalty:** Eight (8) hours of labor constitute a legal day's work, and forty hours constitute a legal week's work. Pursuant to Section 1813 of the Labor Code of the State of California, the Contractor shall forfeit to the County Twenty Five Dollars (\$25) for each worker employed in the execution of this Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than the legal day's or week's work, except that work performed by employees of said Contractor and subcontractors in excess of the legal limit shall be permitted without the foregoing penalty upon the payment of compensation to the workers for all hours worked in excess of eight hours per day of not less than 1-1/2 times the basic rate of pay.
- g. **Apprentices:** The Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code Section 1777.5, this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of the Contractor to ensure compliance with this Article and with Labor Code Section 1777.5 for all apprenticeable occupations.

Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any subcontractors under him employing workers in any apprenticeable craft or trade in performing any work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the Contractor or subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the work.

Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, he Contractor and any subcontractor under him may be required to make contributions to the apprenticeship program.

The Contractor and all subcontractors under him shall comply with Labor Code Section 1777.6 which Section forbids certain discriminatory practices in the employment of apprentices.

40. **Payment and Performance Bonds:** A payment bond and performance is required for a public works contract involving expenditure in excess of twenty-five thousand dollars (\$25,000) and no work can be commenced prior to both bonds being approved the County.

The Contractor shall furnish, at time of signing the Contract, one surety bond which shall protect the laborers and material men and shall be for \$60,000, in accordance with *Section 9554 of the Civil Code*, and one surety bond in the amount of \$60,000, guaranteeing the faithful performance of the Contract. If at any time the value of the total task orders is expected to exceed \$60,000, the Contractor shall furnish, in a manner acceptable to the County, evidence that the Contractor is bonded to the expected total value of outstanding task orders for both the faithful performance and

laborers and material men bonds. Contractor shall not be entitled to, nor shall County authorize, task orders when the total outstanding value of the task orders under this contract exceeds the bond values for which the County is an obligee. Said bonds to be approved by the office of the County Counsel and the County Executive Office of Orange County. Such bonds shall be the forms provided in these specifications and issued and executed by an admitted surety insurer (authorized to transact surety insurance in California). (e.g., if the bonds are issued through a surplus line broker, both the surplus line broker and the insurer with whom he is doing business for purposes of this project must be licensed in California to issue such bonds.)

The faithful performance bond shall be issued by a Surety company with a minimum insurance rating of A- (Secure Best's Rating) and VIII (Financial Size Category) as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or [ambest.com](http://ambest.com). The Surety Company must also be authorized to write in California by the Department of the Treasury, and must be listed on the most current edition of the Department of Treasury's Listing of Approved Securities.

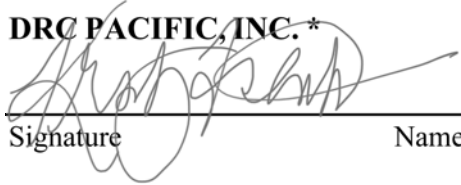
If any surety upon any bond furnished in connection with this Contract becomes unacceptable to the County, or if any such surety fails to furnish reports as to his financial condition from time to time as requested by OC Public Works, the Contractor shall promptly furnish such additional security as may be required by OC Public Works or the Board of Supervisors 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 Contract.

**Signature Page Follows**

**Signature Page**

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date following their respective signatures.

**DRC PACIFIC, INC.\***

	Kristy Fuentes, VP, Secretary & Treasurer	9/13/2021
Signature	Name	Title

Signature	Name	Title	Date
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**COUNTY OF ORANGE**, A political subdivision of the State of California

**COUNTY AUTHORIZED SIGNATURE:**

	Carlos Corona	Deputy Purchasing Agent	11/22/2021
Signature	Name	Title	Date

**APPROVED AS TO FORM:**

County Counsel

By: William Ninh  
 Deputy  
 Name: william Ninh  
 Date: 9/21/2021

\* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.



## **ATTACHMENT A SCOPE OF WORK**

### **1. Background**

The Silverado/Modjeska Canyons and Freeway Complex Fires created a need for collaboration amongst the County of Orange, Orange County Flood Control District and Orange County cities to take proactive measures in disaster response and recovery service. The County, in collaboration with Orange County Flood Control District and Orange County cities, is considering development of a multi-jurisdictional disaster-related debris management plan for disaster response and recovery service. The disaster-related debris management plan will support the current mutual aid agreement commitments between the County and Orange County Flood Control District and Orange County cities.

The County's disaster-related debris management plan addresses the collection, processing and disposal of the volumes and variety of debris expected to be generated by a major disaster such as an earthquake, major wildfire, storm or any other natural and/or man-made disaster. The purpose of the County's disaster-related debris management plan is to ensure timely, coordinated recovery operations, including removal of debris from public property and rights-of-way throughout the County unincorporated areas and collaborating cities using a combination of County, city and contractor forces.

The County's objective is to retain contractual resources (Contractor) but County reserves the right to use the County's and participating cities' forces and equipment. The Contractor must have the capacity to manage a major workforce and to cover the expenses associated with a major recovery operation prior to initial payment and between subsequent payments, as well to provide all necessary bonds and insurance. The Contractor must have an established management team, and an established network of resources to provide the necessary equipment and personnel. The Contractor must adhere to all federal, state and local laws, codes and ordinances, and assist the County with recovering Contract expenses through the Federal Emergency Management Agency (FEMA) claim reimbursement process. This includes working in conjunction with an independent debris monitoring service which will validate equipment, loads and materials collected.

This Contract for the County's disaster-related debris management will be a usage Contract that will be utilized only in the face of an emergency. No compensation will accrue to the Contractor unless and until the Contract is utilized by the County either in anticipation of a natural disaster or after such a disaster.

### **2. General Requirements**

The purpose of this Contract is to provide disaster-related debris management services for the County of Orange, California, for the collection, processing and disposal of debris resulting from natural or man-made disaster events including but not limited to earthquakes, fires and floods. This Contract may be activated for County, State and Federally declared disaster events. The Scope of Work includes the following:

- Debris clearance operations as directed by the County's Debris Management Coordinator.
- Obtaining all necessary local, state and federal permits.
- The collection and removal of debris from public rights-of-way, streets, roads, flood control facilities, ditches and other public properties.
- The processing of debris including but not limited to screening, sorting, grinding, mulching, and recycling in accordance with all federal, state and local environmental protection agencies and health departments.
- The disposal of debris.
- The establishment and operations of temporary debris storage and reduction (TDSR) sites.

- The collection and disposal of yard waste, white goods, e-waste, small motorized equipment, hazardous waste, tires, animal carcasses, propane tanks, petroleum products, and other special waste.
- The restoration of TDSR sites.
- Performing debris by-product recycling programs.
- Hauling non-recycled debris and debris reduction by-products to an authorized disposal facility.
- Providing traffic control during debris loading operations on public rights-of-way.
- The provision of community relations support during all phases of disaster recovery work as directed by the County's Debris Management Coordinator.
- Validating loads, materials and equipment with contracted debris monitoring services.
- Creating, maintaining and updating relevant paperwork for relevant State and Federal reimbursement programs.

Other disaster response and recovery work may be added, such as screening sand for beach replenishment, and any requirements or rates not covered by this proposal will be negotiated.

The Contractor shall furnish all necessary personnel, material, equipment, labor, supervision, facilities, and shall provide all services necessary for, or incidental to, the performance of all work as defined in the Scope of Work. The Contractor will supervise and direct all work, workers and equipment. The Contractor is solely responsible for the means, methods, techniques, sequences, and safety procedures used.

The Contractor must be duly licensed to perform the work in accordance with all federal, state and local requirements. The Contractor shall coordinate with the County to obtain all permits necessary to complete the work. The Contractor shall be responsible for and in compliance with any additional permits necessary to perform under the Contract, but at minimum must hold a California Class A General Engineering Contractor license with (or a list of subcontractors with) an ASB (Asbestos) Certification and/or a HAZ (Hazardous Substance Removal) Certification. Copies of all permits and licenses shall be submitted to the County as soon as available.

As this is a usage contract, the quantity of work required is not known at this time. Payment will be made at the negotiated contracted rates specified in Attachment B. The output will be verified by the County in the daily operational report. All rates are to include all related costs, inclusive of the cost of personal protective clothing (to include hardhats, gloves, eye protection and steel-toed boots), fringe benefits, hand tools, supervision, transportation, traffic control and any other costs.

### **3. Debris Management**

This Contract for debris collection, processing and disposal will be on a usage basis for the purpose of having Contractor immediately available and committed to assisting the County in the aftermath of a major disaster. Contractor under this Contract will serve as a general contractor for the purpose of debris collection, processing and disposal operations, and will be able to use its own subcontractor resources to meet the obligations of this Contract. Contractor will work in conjunction with an independent contracted debris monitoring service per State and Federal guidelines. To prevent conflict of interest, monitoring services must not have vested interest in the debris removal contract or contractor.

The Contractor shall disclose present and future debris management contractual obligations throughout the term of this Contract and shall provide reasonable assurance to the County that such obligations will not preclude the Contractor potentially performing the required work and meeting its obligation under the Contract. Such disclosure shall be provided to the County in the proposal.

The Contractor shall, to the extent practical, give priority to utilizing resources in the County of Orange and the surrounding areas, including but not limited to procuring supplies and equipment, awarding sub-contracts, and employing workers. The Contractor shall identify sub-contractors it intends to use on this Contract and their intended Scope of Work. The Contractor shall furnish copies of Letter of Intent with local sub-contractors with the proposal.

### **3a. Mobilization**

Mobilization shall consist of all preparatory work and operations, including those necessary for movement of personnel, equipment, supplies and incidentals to and from the project sites, installing and maintaining temporary roads and drainage structures needed to access the project sites, the costs of bonds, required insurance and all other pre and post construction expenses necessary to perform this work. It shall be duly noted that such expenses are the sole responsibility of the Contractor.

When a major disaster occurs or is imminent, the County will contact the Contractor to advise it of the County's intent to request services. The Contractor will employ and maintain a qualified and accessible Operations Manager who shall have the full authority to act on behalf of the Contractor. All communications given to the supervisor in writing by the County shall be binding. The Contractor shall report to the County Project Manager within 24 hours of the Notice to Proceed for each work order directive issued.

The Contractor shall assign and provide an Operations Manager to the County's Debris Management Center to serve as the principal liaison between the County's Debris Management Coordinator, Debris Monitoring Service and the Contractor's forces. The assigned Operations Manager must be knowledgeable of all facts of the Contractor's operations and have authority in writing to commit the Contractor. The Operations Manager shall be on call 24 hours per day, seven days per week and shall have electronic linkage capability for transmitting and receiving relevant contractual information and make arrangements for on-site accommodations. This linkage shall provide immediate contact via cell phone, fax machine, and have Internet capabilities. The Operations Manager will participate in daily meetings and disaster exercises, functioning as a source to provide essential element information. The Operations Manager will report to the County's Debris Management Coordinator. This position will not require a constant presence on-site; however, the Operations Manager will be required to be physically capable of responding to the County's Debris Management Coordinator within one hour of notification.

The County, at its sole discretion, will issue task orders to the Contractor. All factors will be considered in determining which tasks will be assigned to Contractor. Debris removal will generally be limited to debris in, upon, or brought to the public streets and roads, rights-of-way, municipal properties and facilities, and other public sites. The Contractor will be responsible for determining the method and manner of debris collection, processing and lawful disposal operations, consistent with the Scope of Work. The Contractor will be responsible for the lawful disposal of all debris and debris-reduction by-products generated at all temporary debris staging and reduction (TDSR) sites.

### **3b. Classification of Debris:**

Debris shall be classified as follows:

Vegetative Debris: Vegetative debris includes but is not limited to damaged and disturbed trees; broken, partially broken and severed tree limbs; tree stumps; tree trunks; bushes and shrubs; brush; and other leafy material.

Construction and Demolition (C&D) Debris: C&D debris includes but is not limited to lumber, metal products, sheet rock, non-asbestos roofing and concrete.

Non C&D Debris: Non C&D debris includes but is not limited to asbestos roofing, carpeting, plastic, glass, rubber products, cloth items and treated wood building materials.

White Goods: White Goods are large household appliances such as refrigerators, freezers, air conditioners, stoves, ovens, washing machines, dryers, water heaters, etc. The Contractor should expect to encounter white goods, such as household appliances. The Contractor shall collect all white goods from public rights-of-way and shall dispose of white goods in accordance with applicable federal, state and local laws. Any white goods that may contain Freon, such as refrigerators, freezers or air conditioners, shall have the Freon removed by the Contractor in accordance with applicable regulatory requirements. No additional payment will be made for the handling of white goods, as this cost shall be included in the cost price for white goods removal and disposal.

Household Hazardous Waste (HHW): HHW is waste with properties that make it potentially harmful to human health or the environment such as but not limited to paint products, pesticides, fertilizers, and other debris requiring special removal, handling and disposal processing, and known or suspected hazardous material such as asbestos, lead-based paint, and electrical transformers. Coordination of hazardous debris removal is the responsibility of the County. Known or suspected HHW that mistakenly enters the waste stream shall be placed in an appropriate storage area for proper disposal.

Soil, Mud and Sand: Earthquakes, floods and storm surges often deposit soil, mud, and sand on improved public property and public rights-of way. Facilities commonly impacted by this type of debris may include streets, sidewalks, drainage facilities, culverts and pipes. The Contractor shall remove storm deposited soil, mud and sand debris from public property and rights-of-way as directed by the County.

Dead Animals: The Contractor shall collect, remove, transport and dispose of dead livestock, fowl, large animals, and domestic pets from public rights-of-way and other public properties, as identified by the County, in accordance with health and regulatory requirements.

Ash: When handling ash, the Contractor will be required to “wet down” the ash to prevent dust problems.

Chips and Mulch: Chips and mulch are the end products of chipping and grinding clean woody debris. Proper disposal of chips and mulch (non-landfill disposal) is an environmentally sound use of the material.

Other Debris: Other debris includes but is not limited to tires, small motorized equipment, electronic waste, propane tanks, and petroleum products.

Residents will be advised to separate all waste and debris, to the extent practicable, into the above categories. Failure by the residents to perform this separation does not relieve the Contractor of its curbside separation responsibilities, to the extent practicable.

#### **4. Debris Collection and Removal Services**

The Contractor shall provide for the removal of debris from various areas within the County of Orange as designated by the County's Debris Management Coordinator. Debris removal shall be limited to County streets, roads, flood control channels and other rights-of-way, all County of Orange municipal property, and other municipal facilities and sites as directed, and may include property debris from private residences that is brought to the edge of the rights-of-way by residents. The Contractor is responsible for determining the method and manner of all debris removal and will be monitored per State and Federal regulations.

Independent debris monitoring services will be utilized to evaluate disaster response and recovery measures by providing the following services:

- Debris removal monitoring services per FEMA Public Assistance policy and procedures including: determining the eligibility (or ineligibility) of debris, mandated special considerations, site development and restoration, certification of hauling vehicles, compliance with State and Federal regulations, site safety, verification of contracted removal services, hazardous trees and map locations.
- Load capacities, load quantities, debris management, site operations, public and site safety, collection locations, debris types and amounts.
- Load tickets (in towers and in the field).
- Ensure hazardous waste is not mixed in with loads.
- Ensure that all debris is removed from trucks at the Temporary Debris Storage and Reduction (TDSR) site(s).
- Ensure that only debris specified in the scope of work is collected.
- Ensure daily loads meet permit requirements.
- Assure that debris contractor work is within the assigned scope of work.
- Identify work for potential eligibility (or ineligibility) per FEMA guidelines.
- Validate hazardous trees including hangers, leaners and stumps.
- Monitor site development and restoration of TDSR site(s).
- Ensure that work stops immediately in an area where human remains or potential archeological deposits are discovered.
- Immediately report to County Debris Management Coordinator or designee if debris removal work does not comply with all local ordinances as well as State and Federal regulations.
- Immediately report to County Debris Management Coordinator or designee if contractor personnel or public safety standards are not being followed.
- Immediately report to County Debris Management Coordinator or designee if improper equipment is utilized, equipment is misused or contractor noncompliance.
- Immediately report to County Debris Management Coordinator or designee if completion schedules are not on task.
- Accurately measure and certify hauling vehicle capacities.
- Certify hauling vehicles on a regular basis.
- Ensure accurate credit for haul loads.
- Ensure that hauling vehicles are not artificially loaded or enhanced to maximize reimbursement.

The Contractor shall be responsible for properly and adequately securing debris on each piece of equipment utilized to haul debris. Prior to leaving the loading site, the Contractor shall ensure that

each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be compacted during loading and secured during transport. Tarps or other coverings shall be provided by the Contractor to prevent reduction by-products and other materials from being blown from the bed during hauls to disposal landfills.

The general concept of disaster-related debris removal operations includes multiple scheduled passes of each site, location or rights-of way as directed by the County. It is the intent that the Contractor will make as many passes as the County may direct to complete the removal and lawful disposal of all disaster generated debris. The debris shall be hauled to the TDSR sites or disposal sites as directed by the County.

All activities associated with the collection and loading of eligible debris shall be performed during working hours, seven (7) days a week, including holidays, unless otherwise directed by the County.

The Contractor shall mitigate the impact of its operation on local traffic to the fullest extent practical. The Contractor is responsible for establishing and maintaining appropriate traffic controls in all work areas. The Contractor shall provide sufficient signing, flagging, and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be performed in conformance with all federal, state and local laws, regulations and ordinances governing personnel, equipment and workplace.

The Contractor shall provide all labor and materials necessary to operate and maintain all equipment under this Contract. The Contractor shall provide sufficient management, administration, supervision and safety quality controls to assure the safety, quality, completeness, and timely progress of the work. The Contractor shall provide its own personnel to provide the above functions and not the personnel of its sub-contractors. The Prime Contractor must utilize applicable prevailing wage rates and will all tiers of subcontracting entities below its company. The Contractor shall not move from one designated work area to another designated work area without prior approval and release from the County's Debris Management Coordinator. The Contractor shall remove all dirt, mud and debris from the roadways resulting from its operations. The Contractor shall notify the Debris Management Coordinator's office by 2 p.m. each day of the number of crews that will be working the following day, as well as a preliminary 7-day schedule for the purpose of scheduling County personnel assigned to the Contractor's crews.

#### **4a. Debris Removal from Public Rights-of-Way**

The Contractor shall pick-up, remove from public rights-of-way, and haul all eligible debris to the TDSR sites or disposal sites as directed by the County.

At the time of collection, the Contractor shall segregate debris at the curb, to the maximum extent possible; according to the categories specified under Classifications of Debris (see 3b.) Unless otherwise directed by the County, mixed loads (vegetation mixed with C&D, for example) are prohibited. Vegetation or C&D mixed with minimal quantities of another type of debris will be classified by the predominant type of debris.

Clean, woody debris and other natural material that can be chipped, mulched, and disposed of in some other similar manner shall be handled separately from other debris. The Contractor, with the approval of the County, shall determine the method of vegetative debris reduction. Unless otherwise directed by the County, mixed loads are prohibited. The Contractor shall segregate debris at the curb, when necessary.

The Contractor should expect to encounter white goods, such as household appliances. The Contractor shall pick up and remove all white goods from public rights-of way and shall dispose

of white goods in accordance with applicable federal, state and local laws. Any white goods that may contain Freon, such as refrigerators, freezers or air conditioners, shall have the Freon removed by the Contractor in accordance with applicable regulatory requirements. No additional payment will be made for handling of white goods, as this cost shall be included in the cost price for white goods removal and disposal.

**4b. Removal of Obstructions from Drainage Canals and Roadside Ditches**

The Contractor shall be responsible for the removal of obstructions from the County's natural drainage courses, flood control facilities and channels, rights-of-way and roadside ditches. These obstructions include but are not limited to tree limbs, tree trunks, stumps, C&D, Non C&D, and soil, mud and sand. Long reach equipment may be required to remove debris from the drainage channels. Care should be taken so as not to damage the infrastructure of the channels or ditches.

**4c. Removal of Hazardous Trees and Hanging Limbs from County Rights-of Way and Public Properties**

If directed by the County's Debris Management Coordinator, the Contractor shall team with debris monitoring services to remove hazardous trees six (6) inches in diameter and/or hanging limbs two (2) inches or greater. The Contractor is cautioned that ingress and egress is the sole responsibility of the Contractor and many sites may be accessible for climbers only and removal of tree debris may be possible by manual labor only. All hazardous trees to be removed shall be cut flush at the lowest possible height above the ground. All measurements of flush cuts are subject to inspection and approval by the County. Payment shall be per size of the tree. The line item costs are all inclusive and shall compensate the Contractor for the cost to flush out, remove, load, transport and dispose of the hazardous trees.

Tree stumps with base cut measurements equal to or less than twenty-four (24) inches in diameter will be disposed of with the same methods used for other vegetative debris. Stumps larger than twenty-four (24) inches in diameter will be disposed of by splitting, chipping or grinding. The method of reduction and disposal will be at the discretion of the Contractor subject to County approval. Grinding in place may require documentation and pre-approval of regulatory authorities. Coordination of any potential grinding will be done by the County.

**4d. Hazardous Stump Removal**

The Contractor is responsible for extraction of eligible partially uprooted hazardous stumps as directed by the County. If directed by the County, the Contractor shall team with debris monitoring services to remove and haul partially hazardous tree stumps. Each stump shall be inspected by the County and the Contractor and documented as to the appropriate category of size. In addition, stumps are to be properly identified, certified and documented, per FEMA guidance, by County or its representative. Prior to the removal of hazardous stumps, the Contractor shall notify any required local utilities in accordance with each agency's required pre-notification time schedule for pre-marking of utilities in the work area.

Stump holes shall be backfilled with clean native topsoil to match the existing grade. Note that stump holes include all cavities associated with the stump extraction. The Contractor may be required to grind some stumps if large equipment cannot access the work area. Any damage to sidewalks, driveways, walkways or other public or private property caused by the Contractor's removal or grinding of stumps shall be repaired by the Contractor.

Payment for stump removal will be per size of stump, per FEMA Guidelines. The line item cost is all inclusive and shall compensate the Contractor for the cost to extract, grind, and backfill all holes associated with the stump extraction, as well as load, transport and dispose of stump.

Tree stumps with base cut measurements equal to or less than twenty-four (24) inches in diameter will be disposed of with the same methods used for other vegetative debris. Stumps larger than twenty-four (24) inches in diameter will be disposed of by splitting, chipping or grinding. The method of reduction and disposal will be at the discretion of the Contractor subject to County approval. Grinding in place may require documentation and pre-approval of regulatory authorities. Coordination of any potential grinding will be done by the County.

**4e. Debris Removal from Private Property**

The Contractor shall remove debris from private property under extenuating circumstances, as directed by the County. A sample right-of-entry agreement form will be provided by the County.

**4f. Load Tickets**

In conjunction with the debris monitoring contractor, load tickets will be used for recording volumes of debris removal. The Contractor shall provide an automated debris management ticketing and accounting process for debris management projects. Each ticket will be a five-part carbon copy ticket, and or electronic duplicates which shall contain the following information:

- Ticket Number
- Contractor's Name
- Crew Number
- Truck Number
- Date
- Debris Removal (Pickup) Location
- Debris Removal (Pickup) Location Departure Time
- TDSR or Disposal Site Location
- TDSR or Disposal Arrival Time
- Debris Classification
- Debris Quantity
- Signed by a County representative

Debris quantity and load tickets will be determined by contracted debris monitoring personnel or the County at the TDSR and/or disposal site. Based on predetermined truck bed measurements, trucks with less than full capacity will be adjusted downward by visual inspections. Truck bed measurements will not be adjusted upward. Load tickets will be issued by contracted debris monitoring personnel or the County and issued to vehicle operators upon completion of collection at the collection site. Five copies of load tickets will be issued to the County (1) and Contractor (4) to remain with Contractor's records and TDSR or disposal sites.

**4g. Debris Removal Equipment**

All trucks and other equipment must be in compliance with all applicable federal, state and local rules and regulations. Debris monitoring services will frequently certify Contractor trucks and equipment. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment; be equipped with a rigid tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity (i.e. the tailgate must be able to



hold a compressed load); and measured and marked for its load capacity. All vehicles shall comply with California regulations and licensing requirements, and with applicable local ordinances governing weight and size for the streets that must be traveled.

Sideboards or other extensions to the bed are allowable, provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions.

Prior to commencing debris removal operations, the Contractor shall present all trucks or trailers that will be used for hauling debris for the purpose of determining hauling capacity to County and debris monitoring representatives. The hauling capacity will be based on the interior dimensions of the truck's metal dump bed. Hauling capacity will be rounded down to the nearest half cubic yard and will be recorded and marked on both sides of each truck or trailer on a white placard with black permanent markings. The Contractor is responsible for supplying the placards. The placard should clearly display the Contractor's company name. Each truck or trailer will also be numbered for identification with a permanent marking. Trucks or equipment which are designated for use under this Contract shall not be used for any other work during the working hours of this Contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this Contract. Under no circumstances will the Contractor mix debris hauled for others with debris hauled under this Contract.

#### **4h. Debris Removal Reports**

The Contractor shall prepare daily reports, in accordance with CalEMA/FEMA guidelines, to detail the progress of the debris removal services to the County. Each report shall contain, at a minimum, the following information:

- Reporting date
- Location of work (street names and address blocks)
- Contractor's name performing work at each location
- Number of passes performed at each location
- Daily and cumulative totals of debris removed, by category
- Itemized Load Ticket Information
- Any problems encountered or anticipated

Discrepancies between the daily report and the corresponding load tickets shall be reconciled with the Debris Management Coordinator no later than 11:00 a.m. the following work day.

#### **4i. Damages**

The Contractor shall repair all roadways, sidewalks, utilities, fences, driveways, roofs, drainage structures and other features which are damaged by Contractor operations, including same damages to adjacent public and private properties. This will include the re-sloping of damaged surfaces to original grade and filling of all ruts caused by equipment and trucks. The Contractor shall respond to damage claims within seven (7) calendar days upon receipt of the same by the homeowner or County Debris Management Coordinator, and shall settle valid claims within thirty (30) calendar days. County Debris Management Coordinator shall have final authority over damage assessment and dispute resolution. The Contractor shall provide the County's Debris Management Coordinator a weekly spreadsheet listing the name, address and telephone number of all residents claiming damage, a summary of the claims, and a status report of the resolutions.

## **5. Debris Processing and Disposal**

The County will identify temporary debris storage and reduction (TDSR) sites for the temporary staging and reduction of vegetative and woody debris. In conjunction with contracted debris monitoring services, the Contractor will operate the TDSR sites. Contractor, debris monitoring representatives and others specifically authorized by the County will be allowed to use the sites. The County may also establish designated homeowner drop off sites. The Contractor will be responsible for removing all debris from those sites daily. The Contractor shall use only TDSR sites designated by the County.

In tandem with debris monitoring representatives, the TDSR site foreman, appointed by the Contractor, shall direct all dumping operations, and shall coordinate removal of debris and reduction of by-products to the County authorized landfill locations for subsequent disposal or to recycling processors selected by the Contractor and approved by the County.

The Contractor shall provide all management, supervision, labor, machines, tools and equipment necessary to accept, process, and dispose of disaster related debris. The Contractor may be asked to pay for all water and electrical services at the sites. The Contractor may be asked to provide all necessary connections for such services. The debris to be processed consists primarily of vegetative debris; however, the Contractor and/or the County may choose to process other types of debris as well. The Contractor shall be required to segregate the debris into various categories.

The Contractor shall coordinate with the County to obtain the necessary permits to perform all site activities. The disposal cost for the processed material, all by-products and waste materials shall be the responsibility of the Contractor.

The Contractor shall be responsible for sorting and stockpiling of debris at the site.

Household Hazardous Waste (HHW) must be handled, stored, processed and disposed of in conformance with all applicable local, state and federal rules and regulations. The Contractor will set up a lined containment area and separate any household hazardous waste delivered to or stored at a TDSR site.

Commercial and industrial hazardous waste such as chemicals, gas containers, transformers, and any other form of hazardous or toxic matter will be set aside for collection and disposal by a hazardous materials removal and disposal contractor who will be selected under a separate contract with the County.

The Contractor shall establish sufficiently impervious temporary storage areas for HHW, fuel and other materials that may contaminate soils, runoff or groundwater. The Contractor shall establish sufficiently impervious secondary containment under all tanks in accordance with all federal, state and local rules and regulations. The Contractor shall establish temporary storage and processing areas for HHW that protects the site from contamination.

Vegetative waste and wood chips shall be stockpiled in a manner that will prevent combustion, wind drift and run-off into streets, the storm drainage system, and adjacent properties.

The Contractor is solely responsible for worker safety, including its subcontractors and suppliers, in accordance with all federal, state and local laws and regulations.

The Contractor shall be responsible for traffic control, dust control, erosion control, fire protection, on-site roadway maintenance and safety measures at the TDSR site. The Contractor shall direct traffic entering and leaving the site and shall direct all loading and unloading operations at the site.

Upon completion of the debris reduction process, the Contractor shall clear the sites of all debris and restore the sites to their original condition and to the satisfaction of the County.

All equipment must be in compliance with all applicable federal, state and local rules and regulations. All equipment and operator qualifications must meet all federal, state and local safety and health requirements. The Contractor, using applicable forms, will inspect equipment prior to its use. The completed forms will be provided to the County, if requested.

Prior to commencing debris reduction and disposal operations, the Contractor shall present to the County's representative a detailed description and operational specifications of all equipment to be used for debris handling, sorting, processing, loading and hauling; stating brand name, model and horsepower. Equipment which is designated for use under this Contract shall not be used for any other work during the working hours of this Contract.

The Contractor shall not solicit work from private citizens or others who are not a party to this Contract or to a subordinate contract that arises out of this Contract. Under no circumstances will the Contractor mix debris hauled or processed for others with debris hauled or processed under this Contract.

If the Contractor chooses to use chipping and/or grinding as a method of debris reduction, it is the Contractor's responsibility to dispose of the chips or mulch in compliance with all federal, state and local rules and regulations at no additional cost to the County. Beneficial reuse of the chips is strongly encouraged.

**5a. TDSR Site Requirements**

The Contractor will provide a site operations plan for review by the County and debris monitoring contractor prior to beginning work. At a minimum, the plan will address the following:

- Access to the site
- Traffic control procedures
- Site management, to include point-of-contact, organizational chart, etc.
- Site security
- Site safety
- Site layout/segregation plan
- Hazardous waste materials plan
- Environmental mitigation plan, including considerations for smoke, dust, noise, traffic, buffer zones, storm water runoff, archeology, historic preservation, wetlands and endangered species, as appropriate.

The Contractor shall be responsible for preparing the site(s) to accept the debris. This preparation shall include clearing, erosion control, grading, construction and maintenance of haul roads and entrances. The Contractor shall water all roads to control dust. The Contractor shall provide utility clearances and sanitation facilities, if needed. The Contractor shall protect existing structures at the site(s) and repair any damage caused by its operations at no additional cost to the County.

The Contractor shall be responsible for installing site security measures and maintaining security for its operations at this site. The Contractor shall manage the site to minimize the risk of fire. The Contractor shall provide an inspection tower at each TDSR site if a site has separate entrances and exits, the Contractor shall provide a tower at both the entrance and the exit. This tower shall be constructed such that the County and debris monitoring representatives can see the bed when empty to fully view the entirety of the debris load (at least 10 feet above the existing ground surface) for the purpose of establishing the load volume. The inspection tower shall be constructed to meet all local, state and federal safety requirements. The tower shall be constructed using pressure treated wood. The floor area shall be 8 feet by 8 feet, constructed of 2 inch by 8 inch joists, 16 inch O.C. with  $\frac{3}{4}$  inch plywood supported by four 6 feet by 8 feet posts. The perimeter of the floor area shall be protected by a 4-foot-high wall constructed of 2 inch by 4 inch studs and  $\frac{1}{2}$  inch plywood. The floor area shall be covered with a corrugated tin roof. The roof shall provide a minimum of 6 feet, 8 inches of head room below the support beams. Access shall be provided by wooden steps with a handrail. The tower shall include a writing surface area. The tower must be securely anchored to the ground. The Contractor may provide a mechanical lift or suitable metal scaffolding to be used in place of the constructed tower. Mechanical lifts are acceptable only on a temporary basis for use while constructing inspection towers. The metal scaffolding is not recommended due to potential threat of lightning. The Contractor shall remove and dispose of the inspection towers following completion of the debris removal at the direction of the County Debris Management Coordinator.

The Contractor shall provide portable restroom facilities at all TDSR sites. The portable restroom facilities must be serviced and maintained in a clean and sanitary condition.

The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment and other devices necessary to meet federal, state and local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this Contract. As a minimum, one flag person shall be posted at each entrance to direct traffic at the site.

The Contractor is responsible for the proper disposal of all debris, residuals and waste products from the site.

The Contractor shall receive approval from the County as to the final acceptance of a site closure.

**5b. Household Hazardous Waste (HHW)**

The Contractor may be required to construct a containment area at the TDSR site(s) for HHW. This containment area shall be sufficiently impervious to contain spills.

This material shall be segregated from the remaining debris using a method that will allow the remaining non-HHW debris to be processed. All HHW debris will be moved and placed in the designated HHW containment area.

The Contractor will be responsible for reporting to the County and cleaning up all HHW spills caused by the Contractor's operations at no additional cost to the County. Immediate containment actions shall be taken as necessary to minimize effect of any spill or leak. Cleanup shall be in accordance with applicable federal, state and local laws and regulations. Spills shall be reported in accordance with federal, state and local regulations.

**5c. Debris Processing and Disposal Reports**

The Contractor shall prepare daily reports, in accordance with Cal EOS/FEMA guidelines, to detail the progress of the debris reduction and disposal services to the County. Each report shall contain, at a minimum, the following information by site and the total for all sites:

- Reporting date
- Daily and cumulative totals of debris processed, by method
- Daily and cumulative totals of debris disposed of, by location
- Daily and cumulative totals of HHW debris segregated
- Any problems encountered or anticipated

In conjunction with contracted debris monitoring representatives, the Contractor will be required to assist the County with the preparation and submittal of Debris Site Management Reports.

**5d. Damage Claims**

The Contractor shall submit a weekly report to the Debris Management Coordinator on an Excel Spreadsheet summarizing the current status of all damage claims. The weekly report shall include the name, access and phone number of the claims, a summary of the claim and the status or the resolution.

**5e. Additional Required Equipment**

The Contractor shall have available additional equipment including, but not limited to, backhoes, bulldozers, etc. for the County's use as requested by the County.

**6. Training and Pre-Event Workshops**

The Contractor shall conduct annual training and pre-event planning workshops at no cost to the County. Topics should range from, but not be limited to, mobilization and operational considerations including:

- Temporary debris site selection and evaluation;
- Emergency facility and route designation and priorities;
- Review of debris management plans;
- Environmental and historical structure considerations;
- Local subcontractor participation (with accompanying training workshops);
- Recovery systems training (i.e. – Debris Management System (DIMS));
- GIS assets and systems;
- Billing protocols;
- Technical assistance administration; and
- Other area-specific operational considerations and caveats.

## ATTACHMENT B PAYMENT/COMPENSATION

1. **COMPENSATION:** This is a usage Contract between the County and Contractor for Disaster-Related Debris Management Services, as provided in Attachment A, Scope of Work. The Respondent agrees to accept the specified compensation as set forth in the final negotiated contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Respondent of all its duties and obligations hereunder. The Respondent shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **The County shall have no obligation to pay any sum in excess of the Fixed Prices specified herein unless authorized by amendment in accordance with Articles C and P of the County Contract Terms and Conditions, which may require approval by the County Board of Supervisors.**
  
2. **FEES AND CHARGES:** County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

DESCRIPTION		UNIT	PRICE
<b>Right of Way (ROW) Clearing and/or removing debris from the public right-of-way, streets and roads</b>			
Loading and hauling of vegetative debris from the rights-of-way, streets and roads to a Debris Management Site (DMS):	0-15 Miles, one-way haul	CY	\$18.42
	16-30 Miles, one-way haul	CY	\$18.86
	31-60 Miles, one way haul	CY	\$19.42
	> 60 Miles, one way haul	CY	\$19.86
Loading and hauling of vegetative debris from the rights-of-way, streets and roads to a final disposal facility:	0-15 Miles, one-way haul	CY	\$18.42
	16-30 Miles, one-way haul	CY	\$18.86
	31-60 Miles, one way haul	CY	\$19.42
	> 60 Miles, one way haul	CY	\$19.86
Loading and hauling of Construction and Demolition (C&D) debris from the rights-of-way, streets and roads to a Debris Management Site (DMS):	0-15 Miles, one-way haul	CY	\$21.42
	16-30 Miles, one-way haul	CY	\$21.86
	31-60 Miles, one way haul	CY	\$22.42
	> 60 Miles, one way haul	CY	\$22.86
Loading and hauling of C&D debris from the rights-of-way, streets and roads to a final disposal facility:	0-15 Miles, one-way haul	CY	\$21.42
	16-30 Miles, one-way haul	CY	\$21.86
	31-60 Miles, one way haul	CY	\$22.42

DESCRIPTION		UNIT	PRICE
	> 60 Miles, one way haul	CY	\$22.86
Loading and hauling of non- C&D debris from rights-of-way, streets and roads to a Debris Management Site (DMS):	0-15 Miles, one-way haul	CY	\$21.42
	16-30 Miles, one-way haul	CY	\$21.86
	31-60 Miles, one way haul	CY	\$22.42
	> 60 Miles, one way haul	CY	\$22.86
Loading and hauling of non- C&D debris from rights-of-way, streets and roads to a final disposal facility:	0-15 Miles, one-way haul	CY	\$21.42
	16-30 Miles, one-way haul	CY	\$24.86
	31-60 Miles, one way haul	CY	\$25.42
	> 60 Miles, one way haul	CY	\$25.86
<b>Management and operation of debris management sites (DMS) to accept, process and reduce disaster related debris</b>			
Managing and reducing vegetative debris through grinding		CY	\$12.68
Managing and reducing vegetative debris through open burning		CY	\$8.42
Managing and reducing vegetative debris through air curtain burning		CY	\$10.72
Loading and Hauling of White Goods		Each	\$125.00
Removal and disposal of Freon		Each	\$110.00
Removal and disposal of household hazardous waste (HHW)		Pound	\$28.95
<b>River and Canal Debris Removal</b>			
Price proposal for Marine Debris Removal. Debris to be placed on the ROW for haul off:			
Land Based Debris Removal		CY	\$275.00
Marine Based Debris Removal		CY	\$475.00
Bays and open waterways		Acre	\$8,950.00
Side scan sonar for identifying underwater debris		Per Hour	\$467.00
		Per Acre	\$1,035.00
<b>Removal and disposal of soil, mud and sand:</b>	0-15 Miles, one-way haul	CY	\$28.50
	15-30 mile one way haul	CY	\$29.50
	30-60 mile one way haul	CY	\$32.50
	>60 mile one way haul	CY	\$38.50
<b>Removal and disposal of ash:</b>	0-15 mile one way haul	CY	\$32.50
	15-30 mile one way haul	CY	\$33.50

DESCRIPTION		UNIT	PRICE
	30-60 mile one way haul	CY	\$36.50
	>60 mile one way haul	CY	\$42.50
<b>Haul Out:</b> Loading and hauling of residual material from the DMS the final disposal site location:	0-15 Miles, one-way haul	CY	\$12.50
	16-30 Miles, one-way haul	CY	\$13.50
	31-60 Miles, one way haul	CY	\$16.50
	> 60 Miles, one way haul	CY	\$22.50
Removal and disposal of Tires		Each	\$125.00
Removal and disposal of Small Motorized Equipment		Each	\$125.00
Removal and disposal of Electronic Goods (E-Waste)		Each	\$95.00
Removal and disposal of Propane Tanks		Each	\$75.00
Removal and disposal of Petroleum Products		Pound	\$50.00
Removal and Destruction of Animal Carcass		Pound	\$19.95
Removal, Hauling and Disposal of refrigerator contents or putrescent debris		Pound	\$58.50
Removal, Hauling and Disposal of Biowaste		Pound	\$94.50
<b>Ditches and Drainage Debris Removal</b>			
Debris removal from roadside ditches (debris to be placed on ROW for haul off)		Linear Foot	\$28.50
Debris removed from drainage canals- Land Based Operations		CY	\$150.00
Debris removed from drainage canals- Marine Based Operations		CY	\$349.00
<b>Right of Way (ROW) Partially Uprooted or Split Trees (Leaners)</b>			
Falling partially uprooted or split trees from the ROW or the overhanging portion of the ROW and placing the debris in the ROW for haul-off:	< 24" per tree	Debris	\$425.00
	24" to 36" per tree	Tree	\$975.00
	Greater than 36" per tree.	Tree	\$1,595.00
<b>Right of Way (ROW) Removal of Dangerous Hanging Limbs (Hangers):</b> Removing hanging or partially broken limbs from trees in ROW or limbs hanging over the ROW and placing the debris in the ROW for haul-off.		Tree	\$298.00
<b>Right of Way Stumps:</b> Removal and disposal of hazardous stumps from the ROW, including backfill:	24" to 36" diameter:	Each	\$650.00
	36" to 48" diameter:	Each	\$950.00
	48" to 72" diameter:	Each	\$1,450.00
	> 72" diameter:	Each	\$1,900.00
<b>Stump Grinding:</b>	24" to 36" diameter:	Each	\$850.00
	36" to 48" diameter:	Each	\$1,150.00
	48" to 72" diameter:	Each	\$1,650.00
	> 72" diameter:	Each	\$2,100.00



DESCRIPTION		UNIT	PRICE
<b>Right of Entry (ROE) Clearing and/or removing debris from the private property</b>			
Loading and hauling of vegetative debris from the private property to a Debris Management Site (DMS):	0-15 Miles, one-way haul	CY	\$24.42
	16-30 Miles, one-way haul	CY	\$24.86
	31-60 Miles, one way haul	CY	\$25.42
	> 60 Miles, one way haul	CY	\$25.86
Loading and hauling of vegetative debris from private property to a final disposal facility:	0-15 Miles, one-way haul	CY	\$26.42
	16-30 Miles, one-way haul	CY	\$26.86
	31-60 Miles, one way haul	CY	\$27.42
	> 60 Miles, one way haul	CY	\$27.86
Loading and hauling of Construction and Demolition (C&D) debris private property to a Debris Management Site (DMS):	0-15 Miles, one-way haul	CY	\$29.42
	16-30 Miles, one-way haul	CY	\$29.86
	31-60 Miles, one way haul	CY	\$30.42
	> 60 Miles, one way haul	CY	\$30.86
Loading and hauling of C&D debris from private property to a final disposal facility:	0-15 Miles, one-way haul	CY	\$29.42
	16-30 Miles, one-way haul	CY	\$29.86
	31-60 Miles, one way haul	CY	\$30.42
	> 60 Miles, one way haul	CY	\$30.86
Loading and hauling of non-C&D debris from private property to a Debris Management Site (DMS):	0-15 Miles, one-way haul	CY	\$29.42
	16-30 Miles, one-way haul	CY	\$29.86
	31-60 Miles, one way haul	CY	\$30.42
	> 60 Miles, one way haul	CY	\$30.86
Loading and hauling of non-C&D debris from private property to a final disposal facility:	0-15 Miles, one-way haul	CY	\$29.42
	16-30 Miles, one-way haul	CY	\$32.86
	31-60 Miles, one way haul	CY	\$33.42
	> 60 Miles, one way haul	CY	\$33.86

DESCRIPTION		UNIT	PRICE
<b>Sand Collection (Public Property) and Screening Rate</b>			
Removal and collection of debris-laden sand from public property. Debris-laden sand will be hauled to a designated location, screened, and stockpiled at a debris management site(s) and clean sand returned and dumped on beach. (Debris generated from screened rejects will be hauled to a debris management site(s) or other designated location according to debris collection rates).	0-15 Miles, one-way haul	CY	\$45.00
	16-30 Miles, one-way haul	CY	\$47.00
	31-60 Miles, one way haul	CY	\$52.00
<b>Sand Collection (Private Property) and Screening Rate</b>			
Removal and collection of debris-laden sand from public property. Debris-laden sand will be hauled to a designated location, screened, and stockpiled at a debris management site(s) and clean sand returned and dumped on beach. (Debris generated from screened rejects will be hauled to a debris management site(s) or other designated location according to debris collection rates).	0-15 Miles, one-way haul	CY	\$57.00
	16-30 Miles, one-way haul	CY	\$59.00
	31-60 Miles, one way haul	CY	\$64.00
<b>Demolition of Private Houses</b>			
Structure demolition with NON RACM construction and demolition debris loaded at the designated work zone and hauled to an approved commercial landfill. Contractor shall disconnect and cap the sewer and water line and coordinate all required disconnects by private utility companies. Search safely accessible structures, including garages and detached outbuildings, and remove all white goods, e-waste and household hazardous waste for ROW collection. Does not include removal of concrete slabs.		CY	\$72.00
Structure demolition with RACM construction and demolition debris loaded at the designated work zone and hauled to an approved commercial landfill. Contractor shall disconnect and cap the sewer and water line and coordinate all required disconnects by private utility companies. Search safely accessible structures, including garages and detached outbuildings, and remove all white goods, e-waste and household hazardous waste for ROW collection. Does not include removal of concrete slabs.		CY	\$99.50
<b>Hazardous and Biowaste Disposal:</b> Contractor to collect from ROW and dispose at an owner approved site.		Pound	\$96.00
<b>Personnel/Hour</b>			
Administrative Assistant		Hour	\$90.00
Carpenter		Hour	\$150.00

DESCRIPTION		UNIT	PRICE
Clerical/ Individual		Hour	\$100.00
Climber w/ gear		Hour	\$250.00
Crew Leader		Hour	\$120.00
Electricians		Hour	\$170.00
Fabricator		Hour	\$150.00
Field technicians		Hour	\$160.00
Foreman		Hour	\$200.00
Foreman w/ truck		Hour	\$220.00
Inspector w/ vehicle		Hour	\$150.00
Laborer		Hour	\$95.00
Operator w/ chainsaw		Hour	\$120.00
Project Manager		Hour	\$190.00
Security Personnel		Hour	\$175.00
Superintendent w/ truck		Hour	\$150.00
Survey person w/ truck		Hour	\$150.00
Traffic Control		Hour	\$80.00
Tree Trimmer (crew)		Hour	\$550.00
Truck driver		Hour	\$100.00
Vehicle Mechanic		Hour	\$180.00
Welder		Hour	\$180.00
Worker to assist w/ potable water		Hour	\$120.00
<b>HAZ MAT Response Pricing</b>			
<b>PROJECT CLASSIFICATION</b>			
Project Coordinator		Hour	\$300.00
Field Haz Material Manager		Hour	\$275.00
Hm Contain Area Manager		Hour	\$275.00
Field Project Supervisor		Hour	\$250.00
Hm Contain Area Supervisor		Hour	\$250.00
Field Project Foreman		Hour	\$245.00
Hm Containment Area Foreman		Hour	\$245.00
Field Hm Technician		Hour	\$240.00
Hm Contain Area Technician		Hour	\$240.00
Health & Safety Specialist		Hour	\$300.00
Project Engineer		Hour	\$445.00
Project Geologist		Hour	\$385.00
Chemist		Hour	\$385.00
Regulatory Manager		Hour	\$275.00
Equipment Operator		Hour	\$195.00
Asbestos Abatement Supervisor		Hour	\$275.00
Asbestos Abatement Worker		Hour	\$240.00
Asbestos Inspector		Hour	\$275.00
Truck Driver		Hour	\$180.00
Administrative Assistant		Hour	\$100.00
Clerical		Hour	\$100.00

Vehicles and Vessels
Sunken Vessel Removal and Disposal

<b>Vessel Salvage and Recovery</b>		
Marine based salvage operations	Linear Foot	\$575.00
Land based salvage operations	Linear Foot	\$295.00
<b>Vehicle and Vessel Removal and Disposal (from land)</b>		
Transfer/Tow of typical passenger car	Each	\$750.00
Transfer/Tow of Truck/RV	Each	\$1,500.00
Transfer/Tow and handling of Recreational vessels up to 24' in length	Each	\$4,200.00
Transfer/Tow and handling of Recreational vessels up to 25' up to 48' in length	Each	\$6,200.00
Transfer/Tow and handling of Recreational vessels above 48' in length	Each	\$12,000.00
<b>Storage</b>		
Operation of Secure Aggregation Site for Vehicles and Vessels:	Day	\$9,550.00
Storage of Vehicle or Vessel	Day	\$45.00
Processing, Remediation and Disposal	Each	\$950.00

<b>Wildfires</b>		
Item	Unit	Price
Contaminated Ash, Debris and Soil Removal	APN	\$96,500.00
Asbestos Removal	APN	\$5,500.00
Re-Scrapes	APN	\$8,000.00
Concrete Removal	APN	\$4,500.00
Metal Removal	APN	\$7,500.00
Structural Removal Crew	Day	\$9,250.00
Hazardous Tree Removal Crew	Day	\$9,700.00
Log Deck Processing Crew	Day	\$9,500.00
Hazardous Fire Tree Removal	Tree	\$1,450.00
Property Owner Assistance Crew	Hour	\$560.00

<b>Travel Trailer Installation</b>
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Basic Trailer Installation.	Each	\$45,000.00
<b>As Needed Services</b>		
Buried Sewer Line.	Linear Foot	\$48.00
Install Sewer Tap:	Each	\$4,500.00
Buried Water Line:	Linear Foot	\$56.00
Municipal Water Tap:	Each	\$9,200.00
Power Pole with Meter:	Each	\$14,000.00
Water Line Winterization:	Linear Foot	\$15.00
Handicap Ramp Price per ramp	Each	\$18,500.00
Direct Wiring to Well Pump Switch:	Each	\$2,500.00
Above Ground Electrical Excess	Linear Foot	\$75.00
Provide Additional Potable Water Hose 25' (feet)	Each	\$50.00
Provide and Install Generator: 5kw generator	Each	\$7,500.00
Direct Burial of 50 Amp Service:	Linear Foot	\$75.00
Handicap Platform Steps:	Each	\$14,500.00

<b>Emergency Power Generation</b>		
5kw Generator		
	Price per month	\$5,600.00
	Price per week	\$1,600.00
10kw Generator		
	Price per month	\$5,600.00
	Price per week	\$1,600.00
15kw Generator		
	Price per month	\$5,600.00
	Price per week	\$1,600.00
20kw Generator		
	Price per month	\$13,090.00
	Price per week	\$3,740.00
56kw Generator		

	Price per month	\$15,400.00
	Price per week	\$4,400.00
100kw Generator		
	Price per month	\$18,480.00
	Price per week	\$5,280.00
175kw Generator		
	Price per month	\$37,345.00
	Price per week	\$10,670.00
240kw Generator		
	Price per month	\$53,130.00
	Price per week	\$15,180.00
500kw Generator		
	Price per month	\$94,325.00
	Price per week	\$26,950.00
1,000kw Generator		
	Price per month	\$178,640.00
	Price per week	\$51,040.00

<b>ADDITIONAL HOURLY COSTS TO INCLUDE OPERATOR, FUEL AND MAINTENANCE</b>		
<b>EQUIPMENT</b>	<b>HOURLY RATE</b>	
JD 544 WHEEL LOADER WITH DEBRIS GRAPPLE	\$482.14	Hour
JD 644 WHEEL LOADER WITH DEBRIS GRAPPLE	\$503.57	Hour
EXTENDABOOM FROKLIFT WITH DEBRIS GRAPPLE	\$375.00	Hour
753 BOBCAT SKID STEER LOADER WITH DEBRIS GRAPPLE	\$375.00	Hour
753 BOBCAT SKID STEER LOADER WITH BUCKET	\$375.00	Hour
753 BOCAT SKID STEER LOADER WITH STREET SWEEPER	\$375.00	
30-50 HP FARM TRACTOR WITH BOX BLADE OR RAKE	\$332.14	Hour
2- 2 1/2 CY ARTICULATED LOADER WITH BUCKET	\$535.71	Hour
3-4 CY ARTICULATED LOADER WITH BUCKET	\$578.57	Hour
JD 648E LOG SKIDDER OR EQUIVALENT	\$514.29	Hour
CAT D4 DOZER	\$407.14	Hour
CAT D5 DOZER	\$428.57	Hour

CAT D6 DOZER	\$450.00	Hour
CAT D7 DOZER	\$1,157.14	Hour
CAT D8 DOZER	\$1,264.29	Hour
CAT 125-140 MOTOR GRADER	\$750.00	Hour
JD 690 TRACK HOE WITH DEBRIS GRAPPLE	\$535.71	Hour
JD 690 TRACK HOE WITH BUCKET AND THUMB	\$535.71	Hour
RUBBER TIRED EXCAVATOR WITH DEBRIS GRAPPLE	\$535.71	Hour
JD 310 RUBBER TIRED EXCAVATOR WITH DEBRIS GRAPPLE	\$535.71	Hour
210 PRENTISS KNUCKLEBOOM WITH DEBRIS GRAPPLE	\$514.29	Hour
CAT 623 SELF LOADER SCRAPER	\$514.29	Hour
HAND FED DEBRIS CHIPPER	\$760.71	Hour
300-400 HP GRINDER	\$942.86	Hour
800-1000 HP GRINDER	\$1,842.86	Hour
30 TON CRANE	\$835.71	Hour
50 TON CRANE	\$1,050.00	Hour
100 TON CRANE (EIGHT HOURS MINIMUM)	\$1,692.86	Hour
40'-60' BUCKET TRUCK WITH CURRENT DIELECTRIC TEST	\$564.29	Hour
60' OR GREATER BUCKET TRUCK	\$707.14	Hour
FUEL/SERVICE TRUCK	\$375.00	Hour
WATER TRUCK 2000 GALLON	\$375.00	Hour
PORTABLE LIGHT PLANT	\$353.57	Hour
LOWBOY TRAILER WITH TRACTOR	\$514.29	Hour
FLATBED TRUCK	\$439.29	Hour
PICK UP TRUCK (UNMANNED)	\$107.14	Hour
SELF LOADING DUMP TRUCK WITH DEBRIS GRAPPLE	\$514.29	Hour
SINGLE AXLE DUMP TRUCK 5-12 CY	\$407.14	Hour
TANDEM AXLE DUMP TRUCK 16-20 CY	\$428.57	Hour
TANDEM AXLE DUMP TRUCK 21-30 CY	\$450.00	Hour
TANDEM AXLE DUMP TRUCK 31-50 CY	\$471.43	Hour
TANDEM AXLE DUMP TRUCK 51-80 CY	\$492.86	Hour
TANDEM AXLE DUMP TRUCK/TRACTOR TRAILER OVER 80 CY	\$514.29	Hour
POWER SCREEN	\$675.00	Hour
STACKING CONVEYOR	\$675.00	Hour
AIR CURTAIN INCINERATOR SELF CONTAINED	\$635.71	Hour
TEMPORARY OFFICE TRAILER	\$500.00	Hour

RESPONSE TRAILER 20'	\$357.14	Hour
RESPONSE TRAILER 36'	\$428.57	Hour
MOBILE COMMAND CENTER	\$500.00	Hour
<b>VEHICLES/TRANSPORTATION</b>	<b>Unit Price</b>	
Pickup Truck	\$675.00	Each
Pickup Truck Extended Cab	\$675.00	Each
Pickup Truck 4 X 4	\$750.00	Each
Pickup Truck 1 Ton	\$750.00	Each
Box Truck	\$210.00	Each
Passenger Car	\$600.00	Each
20' Response Trailer	\$2,250.00	Each
36' Response Trailer	\$3,000.00	Each
Office Trailer	\$3,750.00	Each
Flatbed Trailer	\$1,125.00	Each
Vehicle Use- Pickups, Vans, Cars	\$600.00	Roll
Vehicle Use- Trailers, Heavy Trucks	\$85.00	Each
12' Work Boat W/Motor	\$675.00	Roll
12' Work Boat W/O Motor	\$600.00	Each
Vacuum Truck 3500 Gallon	\$950.00	Each
<b>PERSONAL PROTECTIVE EQUIPMENT (PPE)</b>	<b>Unit Price</b>	
Level A Employee Fully Encapsulated Suit, Scab, 1 Scab Bottle, Gloves And Boots (Does Not Include Suit, Glove, Or Boot Replacement)	\$1,137.00	Day
Level B Employee Protective Coverall, Scab Or Airline Respirator, Gloves, Boots, And Hard Hats (Does Not Include Coverall Or Glove Replace.)	\$570.00	Day
Level C Employee Protective Coverall, Half Or Full Face Respirator, Cartridges, Gloves, Boots, And Hard Hats (Does Not Include Coverall, Cartridge, Or Glove Replacement)	\$352.50	Day
Scab Bottles Refill- After The First Included In Level A & B Charge Above.	\$85.50	Day
Cascade Air System Per Employee	\$178.50	Day
Air Filtration Panel	\$345.00	Day
Airline Respirator Each Includes 150 Feet Of Airline	\$150.00	Day
Respirator Airline 50' Section.	\$150.00	Day
Respirator Cartridges.	\$60.00	Each
<b>BASE CAMP EQUIPMENT AND SERVICES</b>		
Kitchen and Food Services		
250 Person Capability Base Camp	\$43,193.00	Day



500 Person Capability Base Camp	\$75,965.00	Day
Restroom Facilities per Appendix L, section 2.0 including all section 2 subsections.		
250 Person Capability Base Camp	\$12,070.00	Day
500 Person Capability Base Camp	\$21,230.00	Day
Billeting		
250 Person Capability Base Camp	\$84,045.00	Day
500 Person Capability Base Camp	\$147,815.00	Day
Administration Facility		
250 Person Capability Base Camp	\$5,714.00	Day
500 Person Capability Base Camp	\$5,714.00	Day
Medical Clinic		
250 Person Capability Base Camp	\$10,714.00	Day
500 Person Capability Base Camp	\$10,714.00	Day
Morale & Welfare		
250 Person Capability Base Camp	\$6,250.00	Day
500 Person Capability Base Camp	\$6,250.00	Day
Mobile Shower/Services		
250 Person Capability Base Camp	\$11,765.00	Day
500 Person Capability Base Camp	\$20,695.00	Day
Mobile Laundry		
250 Person Capability Base Camp	\$6,723.00	Day
500 Person Capability Base Camp	\$11,825.00	Day
Camp Lighting and Heating and Ventilation		
250 Person Capability Base Camp	\$41,205.00	Day
500 Person Capability Base Camp	\$72,470.00	Day
Ablution Equipment		
250 Person Capability Base Camp	\$10,000.00	Day
500 Person Capability Base Camp	\$18,000.00	Day

<b>1,000 Person Base Camp Scenario/24/7/30 Days of Operation (Minimum)</b>				
<b>Schedule A - Kitchens/Food Service</b>				
Description	Mobilization Price	Demobilization Price	Price for 30 Days	TOTAL
Mobile Catering Unit	\$15,000.00	\$15,000.00	\$45,000.00	\$75,000.00
Food Supply (including paper products, ice and drinks)	\$25,000.00	\$10,000.00	\$2,250,000.00	\$2,285,000.00
Reefers for Food & Ice Storage	\$10,000.00	\$10,000.00	\$250,000.00	\$270,000.00
Dining Tent, Tables, Chairs, and Prep Tents	\$10,000.00	\$10,000.00	\$1,250,000.00	\$1,270,000.00

30 yard Roll Offs	\$1,000.00	\$1,000.00	\$8,000.00	\$10,000.00
Mobile Hand Wash Stations	\$1,000.00	\$1,000.00	\$51,429.00	\$53,429.00
<b>Schedule B - Restroom Facilities</b>				
Description	Mobilization Price	Demobilization Price	Price for 30 Days	TOTAL
Portable Toilets	\$45,000.00	\$45,000.00	\$700,000.00	\$790,000.00
Mobile Hand Wash Stations	\$1,000.00	\$1,000.00	\$51,429.00	\$53,429.00
<b>Schedule C - Billeting</b>				
Description	Mobilization Price	Demobilization Price	Price for 30 Days	TOTAL
Sleep Tents	\$100,000.00	\$100,000.00	\$7,140,000.00	\$7,340,000.00
Cots	\$40,000.00	\$40,000.00	\$300,000.00	\$380,000.00
Linen Sets	\$15,000.00	\$15,000.00	\$60,000.00	\$90,000.00
<b>Schedule D - Administrative Facility</b>				
Description	Mobilization Price	Demobilization Price	Price for 30 Days	TOTAL
Tent, Tables, Chairs	\$10,000.00	\$10,000.00	\$160,000.00	\$180,000.00
<b>Schedule E - Medical Clinic</b>				
Description	Mobilization Price	Demobilization Price	Price for 30 Days	TOTAL
Tent, Tables, Chairs	\$10,000.00	\$10,000.00	\$160,000.00	\$180,000.00
Divider Wall, Refrigerator, Hand Sink (Daily Service)	\$5,000.00	\$5,000.00	\$40,000.00	\$50,000.00
IV Poles, Fans, Outlets	\$5,000.00	\$5,000.00	\$100,000.00	\$110,000.00
<b>Schedule F - Morale, Welfare &amp; Recreation</b>				
Description	Mobilization Price	Demobilization Price	Price for 30 Days	TOTAL
Tents, Tables, Chairs	\$10,000.00	\$10,000.00	\$160,000.00	\$180,000.00
Television	\$1,500.00	\$1,500.00	\$15,000.00	\$18,000.00
<b>Schedule G - Mobile Showers</b>				
Description	Mobilization Price	Demobilization Price	Price for 30 Days	TOTAL

Shower Units	\$60,000.00	\$60,000.00	\$1,050,000.00	\$1,170,000.00
<b>Schedule H - Mobile Laundries</b>				
Description	Mobilization Price	Demobilization Price	Price for 30 Days	TOTAL
Mobile Laundry Unit	\$60,000.00	\$60,000.00	\$600,000.00	\$720,000.00
<b>Schedule I - Camp Lighting &amp; Heating and Ventilation (fans)</b>				
Description	Mobilization Price	Demobilization Price	Price for 30 Days	TOTAL
Tower Lights	\$1,500.00	\$1,500.00	\$52,000.00	\$55,000.00
Heating	\$50,000.00	\$50,000.00	\$3,375,000.00	\$3,475,000.00
Ventilation	\$7,500.00	\$7,500.00	\$250,000.00	\$265,000.00

<b>Landslide and Slip-Out Stabilization</b>				
1	<b>Launched Soil Nails (excludes mob/demob and crew rate items 14&amp;15)</b>			
	Perforated Steel tube up to 20ft. Length	Each	\$733.35	
	Perforated fiberglass tube up to 20ft., pressure grouted w #6 epoxy coated inner bar	Each	\$753.35	
	Perforated steel tube up to 20ft, pressure grouted with #6 epoxy coated inner bar	Each	\$580.00	
	Temporary Soil nail, bare steel tube up to 20ft. Length	Each	\$460.00	
	Perforated fiberglass tube up to 20 ft. length	Each	\$600.00	
	Perforated steel tube up to 20ft. length	Each	\$460.00	
2	<b>Drilled Permanently cased soil nails (excludes mob/demob and crew rate items 14&amp;15)</b>			
	Steel tube up to 20ft length drilled and grouted w #6 epoxy coated inner bar	Each	\$666.70	
	Steel tube up to 30ft length drilled and grouted w #6 epoxy coated inner bar	Each	\$920.00	
	Steel tube up to 40ft length drilled and grouted w #6 epoxy coated inner bar	Each	\$1,046.70	
	Steel tube up to 50ft length drilled and grouted w #6 epoxy coated inner bar	Each	\$1,166.70	
	Steel tube up to 60ft length drilled and grouted w #6 epoxy coated inner bar	Each	\$1,380.00	
	Steel tube up to 70ft length drilled and grouted w #6 epoxy coated inner bar	Each	\$1,586.70	
	Steel tube up to 80ft length drilled and grouted w #6 epoxy coated inner bar	Each	\$1,793.35	

3	<b>Self-Drilling SuperNails (excludes mob/demob and crew rate items 14&amp;15)</b>		
	Self drilling supernails up to 20ft in length	Each	\$800.00
	Self drilling supernails up to 30ft in length	Each	\$1,100.00
	Self drilling supernails up to 40ft in length	Each	\$1,550.00
	Self drilling supernails up to 50ft in length	Each	\$1,880.00
	Self drilling supernails up to 60ft in length	Each	\$2,250.00
	Self drilling supernails up to 70ft in length	Each	\$2,600.00
	Self drilling supernails up to 80ft in length	Each	\$2,960.00
	Additional cost for 10ft. High capacity X-51 Bar	Each	\$127.00
4	<b>Supernail testing (excludes mob/demob and crew rate items 14&amp;15)</b>		
	Proof testing	Each	\$926.50
	Verification testing	Each	\$1,850.00
5	<b>BioWall (excludes mob/demob and crew rate items 14&amp;15)</b>		
	BioWall construction	Square Foot	\$28.00
6	<b>GeoSynthetically confined Soil components (excludes mob/demob and crew rate items 14&amp;15)</b>		
	Geosynthetically Confined Soil Wall construction (excludes materials)	Square Foot	\$14.35
	Galvanized wire basket units - approximately 10"x120'	Each	\$128.00
	Concrete masonry units - approximately 8'x8'x16'	Each	\$6.00
	Woven Geotextile	Square Foot	\$1.00
7	<b>Turf (excludes mob/demob and crew rate items 14&amp;15)</b>		
	Permanent turf reinforcement mat	Square Foot	\$1.75
	Biodegradable turf reinforcing mat	Square Foot	\$0.75
8	<b>Shotcrete or Gunitite (excludes mob/demob and crew rate items 14&amp;15)</b>		
	Wet-Mix reinforced shotcrete (unit per inch thickness over one square foot of area=SFI)	SFI	\$5.70
	Dry-Mix reinforced gunitite (unit per inch thickness over one square foot of area=SFI)	SFI	\$7.70
	Steel fiber reinforcement (unit per inch thickness over one square foot of area=SFI)	SFI	\$1.35
9	<b>Steel mesh surface treatment for use with launched soil nails (excludes mob/demob and crew rate items 14&amp;15)</b>		

	High capacity diamond mesh	Square Foot	\$13.35
	Double twist wire mesh	Square Foot	\$16.67
	Galvanized Steel plates 8"x8"	Each	\$42.00
	Galvanized Steel plates 10"x10"	Each	\$53.35
	Galvanized Steel plates 12"x12"	Each	\$72.00
10	<b>Drilled Horizontal Drains (excludes mob/demob and crew rate items 14&amp;15)</b>		
	Drilled PVC Horizontal drains up to 2" diameter	LF	\$25.00
	Stripdrain - 6"wide	LF	\$4.50
	PVC Drain collector pipe system	LF	\$20.00
11	<b>Rockfall Stabilization (excludes mob/demob and crew rate items 14&amp;15)</b>		
	Scaling	Square Foot	\$5.00
	Trim Blasting	Square Foot	\$206.50
	Slope Drape - Double twist wire mesh	Square Yard	\$54.50
	Slope Drape - Cable Net	Square Yard	\$173.35
	Slope Drape - Tecco Mesh (4mm)	Square Yard	\$173.35
	Temporary rockfall barrier	LF	\$626.75
	Low reach drilling (<25 feet)	LF	\$28.00
	High reach drilling (>25 feet)	LF	\$53.35
	Limited access drilling	LF	\$125.35
	F&I Rock Dowel - #8 Grade 75 all-thread bar galvanized	LF	\$22.35
	F&I Rock Dowel - #11 Grade 75 all-thread bar galvanized	LF	\$35.35
	F&I Rock Dowel - #8 Grade 150 all-thread bar galvanized	LF	\$28.00
	F&I Rock Dowel - #11 Grade 150 all-thread bar galvanized	LF	\$42.00
	Rock Anchor testing	Each	\$1,060.00
12	<b>Grouting (excludes mob/demob and crew rate items 14&amp;15)</b>		
	Compaction grouting casing installation	LF	\$28.00
	Compaction grout for soils densification	CF	\$21.50
	Compaction grout for void fill	CF	\$21.50
	Polyurethane grouting for void fill and re-leveling	Pound	\$13.00
13	<b>Large Diameter Micropiles (excludes mob/demob and crew rate items 14&amp;15)</b>		
	5 inch Micropiles (with up to 5.5" steel casing)	LF	\$115.00
	7 inch Micropiles (with up to 7.625" steel casing)	LF	\$157.75

	10 inch Micropiles (with up to 9.625" steel casing)	LF	\$201.75
	12 inch Micropiles (with up to 11.875" steel casing)	LF	\$258.25
14	<b>Mobilization / Demobilization</b>		
	Mobilization	Each	\$22,235.00
	Limited access, Rockfall & Compaction mobilization in addition to Mobilization	Each	\$13,035.00
15	<b>Daily Crew Rates</b>		
	Soils stabilization crew, per workday	Day	\$14,065.00
	Rockfall stabilization crew, per workday	Day	\$12,465.00
	Compaction grouting crew, per workday	Day	\$16,800.00
	Additional crew member/crew	Each	\$2,800.00
16	River and Canal Shoreline Restoration	LF	\$65.00

3. **Firm Discount and Pricing Structure:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
4. **PRICE INCREASE/DECREASES:** No price increases will be permitted during the first term of the Contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 180-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
5. **FIRM DISCOUNT AND PRICING STRUCTURE:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
6. **CONTRACTOR'S EXPENSE:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
7. **PAYMENT TERMS – PAYMENT IN ARREARS:** Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

8. **TAXPAYER ID NUMBER:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
9. **PAYMENT – INVOICING INSTRUCTIONS:** The Contractor will provide an invoice on the Contractor’s letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:
  - A. Contractor’s name and address
  - B. Contractor’s remittance address, if different from “A” above
  - C. Contractor’s Taxpayer ID Number
  - D. Name of County Agency/Department
  - E. Delivery/Service address
  - F. Master Agreement (MA) or Purchase Order (PO) number
  - G. Agency/Department’s Account Number
  - H. Date of invoice
  - I. Product/Service description, quantity, and prices
  - J. Sales tax, if applicable
  - K. Freight/Delivery charges, if applicable
  - L. Total

Invoices and support documentation are to be forwarded to:

OC Public Works/Procurement Services  
Attn: Accounts Payable  
PO Box 4048  
Santa Ana, CA 92702-4048  
Email: [accountspayables@ocpw.ocgov.com](mailto:accountspayables@ocpw.ocgov.com)

Contractor has the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via an EFT Authorization Form. To request a form, please contact the DPA.

**ATTACHMENT C  
STAFFING PLAN**

Name	Classification/Designation	Years of Experience
John Sullivan	President	26 years +
Mark Stafford	Vice President of Response and Recovery	41 years +
Kristy Fuentes	Vice President, Secretary, Treasurer	23 years +
Tony Furr	Vice President of Operations	19 years +
Joe Newman	Director of Technical Assistance and Training	17 years +
Jeff Snow	Regional Manager	11 years +
Lisa Garcia	Contracts Manager	16 years +

The Contractor understands that the personnel represented as assigned to the Contract must remain working on the Contract throughout the duration of the Contract unless otherwise requested or approved by the County. Substitution or addition of key personnel in any given category or classification shall be allowed only with prior written approval of the County Building Manager. **Note: The written approval of substituted Key Personnel is for departmental use only and shall not be used for auditing purposes outside OC Public Works.**

Contractor may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/classification required. Assignment of additional key personnel shall be subject to County Building Manager written approval. **Note: The written approval of additional Key Personnel is for departmental use only and shall not be used for auditing purposes outside OC Public Works.** County reserves the right to have any personnel removed from providing services to County under this Contract. County is not required to provide any reason for the request for removal of any personnel.

**1. Subcontractor(s)**

Listed below are subcontractor(s) anticipated by Contractor to perform services specified in Attachment A. Substitution or addition of Contractor's subcontractors in any given project function shall be allowed only with prior written approval of County's Project Manager.

Company Name	Corporate Address & Local Address (if applicable)	Contact Name and Telephone Number	Project Function
ACCESS INTERNATIONAL	1512 Timberwood, Irvine, CA. 92620	Mark Newgent 949-529-0497	Supply Chain – Fuel\Oil, Logistics, Lab Testing
Forgen, LLC	6558 Lonetree Boulevard Rocklin, CA 95765 6025 South Quebec Street, Suite 300, Centennial, CO 80111	Matt Marks 720-221-1126	Environmental remediation, flood control and ecosystem restoration
Coleman Environmental Engineering, Inc.	85 E. Hwy. 20 Upper Lake, CA 95485	Lee Weisenberg 707-275-9016	Full scope Environmental Engineering,



<b>Company Name</b>	<b>Corporate Address &amp; Local Address (if applicable)</b>	<b>Contact Name and Telephone Number</b>	<b>Project Function</b>
			Municipal Engineering, StreamRestoration, Civil Engineering, Water Supply, Wastewater



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 6, 2023

**Departments: Public Works Engineering**

**TIME REQUIRED** 10 minutes

**PERSONS APPEARING BEFORE THE BOARD** Chad Senior, Engineer

**SUBJECT** Fiscal Year 2023-24 Senate Bill 1 (SB1) Road Maintenance and Rehabilitation Account (RMRA) Annual Project List

**AGENDA DESCRIPTION:**

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

Annually, prior to receiving SB1 funding, the County is required to provide to the state a proposed project list, adopted by Board resolution, which includes project description, location, schedule, and estimated useful life of all projects that will utilize the Road Maintenance and Rehabilitation Account (RMRA) funds in the upcoming fiscal year. Submittal of adopted resolution with approved projects to the California Transportation Commission (CTC) permits the State Controller's office to disperse monthly SB1 apportionments to Mono County.

**RECOMMENDED ACTION:**

Adopt proposed resolution, approving the list of projects to be funded by SB 1: The Road Repair and Accountability Act of 2017 in FY 2023-24.

**FISCAL IMPACT:**

The County's portion of SB1/Road Maintenance and Rehabilitation Account (RMRA) revenue for FY 2023-2024 is currently estimated at \$2,448,617. The list of projects for approval today are included in the proposed FY23-24 budget.

**CONTACT NAME:** Chad Senior

**PHONE/EMAIL:** 7609241812 / csenior@mono.ca.gov

**SEND COPIES TO:**

csenior@mono.ca.gov; proten@mono.ca.gov; kdodd@mono.ca.gov

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
5/26/2023 4:14 PM	County Counsel	Yes
5/25/2023 5:00 PM	Finance	Yes
5/26/2023 4:18 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](mailto:monopw@mono.ca.gov) • [www.monocounty.ca.gov](http://www.monocounty.ca.gov)

Date: June 6, 2022

To: Honorable Chair and Members of the Board of Supervisors

From: Chad Senior, Associate Engineer

**Re: FY23-24 SB1 Road Maintenance and Rehabilitation Account (RMRA) Project List**

## **Background:**

Senate Bill 1 (SB1) was adopted in 2017 and has since enabled road maintenance efforts and projects across the County Road system that would not be possible without the associated RMRA revenue provided by the state. Annually, prior to receiving SB1 funding, the County is required to provide to the state a proposed project list, adopted by Board resolution, which includes project description, location, schedule, and estimated useful life of all projects that will utilize RMRA funds in the upcoming fiscal year. Submittal of adopted resolution with approved projects to the California Transportation Commission (CTC) permits the State Controller's office to disperse monthly SB1 apportionments to Mono County. RMRA funds may be used for road maintenance, road rehabilitation, road safety projects, complete street components, and to provide County match for State and Federal transportation grant programs.

To date, SB1 funds have been used to partially or fully fund the following County projects:

- 2023 Pavement Preservation Project (Upper Rock Creek Rd and Convict Lake Rd) – completed 2022
- Long Valley Streets Project – completed 2022
- June Lake Village Pedestrian Safety Project – completed 2022
- Airport Road Rehabilitation – completed 2021
- Twin Lakes Road Maintenance – completed 2021
- Virginia Lakes Road Maintenance – completed 2021
- Road Division Crack Sealing – completed 2020/2021/2022
- Road Division Striping – completed 2021
- Eastside Lane Phase 1 Full Depth Reconstruction 1.7 miles – completed 2020
- Slurry Seal Mono City Streets and chip seal for Benton Crossing (Phase 1) Section A – completed 2019
- Road Rehabilitation South Landing Road and Hackney Drive – completed 2019
- Fog Seal and Stripe Bridgeport Streets, Lee Vining Streets, Chalfant Streets, Paradise Streets, Swall Meadows Streets, June Lake Streets, Lundy Lake Road, Crowley Lake Drive Owens Gorge Road, and Lower Rock Creek Road – completed 2018

## **Discussion:**

For the upcoming fiscal year, the Saddlebag Lake Road Project is the only new project included for use of SB1 funds. The Saddlebag Lake Project is funded by the Federal Lands Access Program (FLAP) which requires local matching funds for project delivery. A portion of the required matching funds will be funded by SB1.

The previously proposed and adopted RMRA-funded maintenance efforts and projects shown on the attached resolution have been advanced over the last fiscal year and work will continue through the 2023/2024 fiscal year. Note, the three previously approved joint projects with the Town of Mammoth Lakes have been carried over to the 2023/2024 fiscal year. No SB1 funds were spent on these projects in fiscal year 2022/2023.

The deadline for the approved Project List submittal is July 1, 2023. Today's recommendation is for the Board to adopt the attached Resolution and direct staff to submit to the California Transportation Commission via the online CalSMART reporting system before the deadline.

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

Respectfully submitted,



Chad Senior  
Associate Engineer

Attachments:                    EXHIBIT A – RMRA Revenue and Estimates  
   Resolution Adopting FY 2023-24 SB 1 RMRA Project List



R23-\_\_

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS ADOPTING A LIST OF PROJECTS  
FOR FISCAL YEAR 2023-2024 FUNDED BY  
SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

**WHEREAS**, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

**WHEREAS**, SB 1 includes accountability and transparency provisions that will ensure the residents of our County are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

**WHEREAS**, the County must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

**WHEREAS**, the County, will receive an estimated \$2,448,617 in RMRA funding in Fiscal Year 2023-24 from SB 1; and

**WHEREAS**, this is the seventh year in which the County is receiving SB 1 funding and will enable the County to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

**WHEREAS**, the County has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

**WHEREAS**, the County used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

**WHEREAS**, the funding from SB 1 will help the County maintain and rehabilitate streets/roads, bridges and add active transportation infrastructure throughout the County this year and many similar projects into the future; and

**WHEREAS**, the 2020 California Statewide Local Streets and Roads Needs Assessment found that the County's streets and roads are in an "at-risk" condition and this revenue will help us increase the overall quality of our road system and over the next decade is expected to bring our streets and roads into a "good" condition; and

1           **WHEREAS**, without revenue from SB 1, Mono County would not have had the funding  
2 to complete the proposed maintenance projects throughout the community; and

3           **WHEREAS**, if the Legislature and Governor failed to act, city streets and county roads  
4 would have continued to deteriorate, having many and varied negative impacts on our  
5 community; and

6           **WHEREAS**, maintaining and preserving the local street and road system in good  
7 conditions will reduce drive times and traffic congestion, improve bicycle safety, and make the  
8 pedestrian experience safer and more appealing, which leads to reduced vehicle emissions  
9 helping the State achieve its air quality and greenhouse gas emissions reductions goals; and

10           **WHEREAS**, restoring roads before they fail also reduces construction time which results  
11 in less air pollution from heavy equipment and less water pollution from site run-off; and

12           **WHEREAS**, the SB 1 project list and overall investment in our local streets and roads  
13 infrastructure with a focus on basic maintenance and safety, investing in complete streets  
14 infrastructure, and using modern technology, materials and practices, will have significant  
15 positive co-benefits statewide.

16           **NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF  
17 MONO FINDS, RESOLVES and ATTESTS that:**

18           1.       The foregoing recitals are true and correct.

19           2.       The following list of proposed projects will be funded in-part or solely with fiscal  
20 year 2023-24 Road Maintenance and Rehabilitation Account revenues:

<b>Proposed Projects</b>		<b>Project location</b>	
<b>Project Title</b>	<b>Project Description</b>	<b>Estimated Useful Life</b>	<b>Estimated Schedule</b>
1. Saddlebag Lake Road Project	Full reconstruction of road to provide paved access along entire length and needed grading and drainage facilities (FLAP program local match for Pre-Construction and Construction)	Saddlebag Lake Road	
		30 years	07/2023-12/2027 1/2028-12/2029

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28           3.       The following previously proposed and adopted projects may utilize fiscal year  
29 2023-24 Road Maintenance and Rehabilitation Account revenues in their delivery. With the  
30 relisting of these projects in the adopted fiscal year resolution, the County is reaffirming to the  
31 public and the State our intent to fund these projects with Road Maintenance and Rehabilitation  
32 Account revenues:

<b>Previously Proposed and Adopted Projects</b>		<b>Project location</b>	
<b>Project Title</b>	<b>Project Description</b>	<b>Estimated Useful Life</b>	<b>Estimated Schedule</b>
1. Eastside Lane Rehabilitation Phase 2	Full road rehabilitation including road design and drainage design (Pre-Construction)	Eastside Lane, Hwy 395 to Offal Rd and Cunningham Ln to Topaz Ln	
		30 years	01/2021-12/2023
2. Benton Crossing – Section A and B	Road Rehabilitation, to include slurry, cape seal, HMA overlay or other measures to be determined during design, plus striping, signage (Pre-Construction)	Benton Crossing from Highway 395 to Waterson Summit	
		20 years	03/2022-03/2024
3. Benton Crossing Phase 1 – Section D	Road Rehabilitation design with addition of paved shoulders / bike lanes (Pre-Construction)	Benton Crossing from Wildrose Summit to Highway 120	
		30 years	06/2023-12/2025
4. Guardrail Safety Project	Design / engineer replacement of County guardrails in accordance with the County Systemic Safety Plan (Pre-Construction)	Benton Crossing, Lower Rock Creek, Twin Lakes, Gull Lake	
		20 years	07/2021-03/2024
5. Edge line Striping Safety Project	Design / improve right-edgeline paint striping in accordance with the County Systemic Safety Plan (Pre-Construction)	Benton Crossing, Lower Rock Creek, Eastside Ln, Northshore Dr, Topaz Ln	
		20 years	07/2021-03/2024
6. Curve Signage Safety Project	Design / engineer installation of systemic safety curve warning signs, chevrons, and update existing signs in accordance with the County Systemic Safety Plan (Pre-Construction)	Benton Crossing, Lower Rock Creek, Convict Lake, Lundy Lake, Twin Lakes, Eastside Ln	
		20 years	7/2021-03/2024
7. Chaparral Road Extension	Road extension will include sidewalks, storm drains, asphalt, and multi-use paths (Construction)	Northerly end of Chaparral to new segment of Tavern Road, Mammoth Lakes	
		20-30 years	6/2023-12/2024
8. Main Street Crosswalk Beacons	Project will provide replacement overhead flashing crosswalk beacons with advance warning signs at Laurel Mountain and Post Office. New crosswalk installation at Mountain Blvd with new sidewalk pedestrian ramps (Construction)	Main St/SR203 intersection with Laurel, Post Office and Mountain Blvd, Mammoth Lakes	
		20 years	6/2023-12/2024
9. Laurel Mountain Sidewalks	Road construction including sidewalks, intersection lighting, storm drains, road reconstruction, and bike lanes (Construction)	Laurel Mountain Road from Sierra Nevada to Main, Mammoth Lakes	
		20-30 years	6/2023-12/2024



**Previously Proposed and Adopted Projects (continued)**

		Project location	
		Estimated Useful Life	Estimated Schedule
Project Title	Project Description		
10. Rock Creek Road Drainage Repairs	Repair road damage related to high groundwater under a section of road (Construction)	Rock Creek Road near Mono-Inyo County Line	
		25 years	7/2021-12/2024
11. Road Division Crack Sealing	Road maintenance and repairs - crack sealing, sign replacement, etc. (Construction)	Antelope Valley, Bridgeport, June Lake, Long Valley, Benton, Swall Meadows, Paradise, Chalfant	
		5 years	3/2023-6/2024
12. Bridge Maintenance Program	Design of bridge maintenance program Bundle 1 – concrete bridge deck maintenance (Pre-Construction)	Antelope Valley, Bridgeport, Long Valley, Lower Rock Creek Road	
		5 years	6/2021-6/2024
13. Road Division Striping	Road maintenance paint centerline striping, including areas to improve safety for pedestrians and bicycles by improving or adding shoulder striping (Construction)	Chalfant, Lee Vining, Long Valley, Bridgeport, Crowley Lake	
		5 years	5/2023-6/2024

**PASSED, APPROVED and ADOPTED** this 6<sup>th</sup> day of June, 2023, by the following vote, to wit:

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAIN:**

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

ATTEST:

APPROVED AS TO FORM:

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

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

# Local Streets and Roads - Projected Revenues

<i>Estimated January 2023</i>	2022-23			2023-24		
	Hwy Users Tax	Road Mntnc	TOTAL	Hwy Users Tax	Road Mntnc	TOTAL
	Account	Rehab Acct		Account	Rehab Acct	
<b>MONO COUNTY</b>						
MAMMOTH LAKES	2,075,692	159,734	2,235,426	2,099,152	182,065	2,281,217
County of Mono	2,207,929	2,148,288	4,356,217	2,389,312	2,448,617	4,837,929
Total City & County: Mono	4,283,621	2,308,022	6,591,643	4,488,464	2,630,682	7,119,146



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** June 6, 2023

**Departments: Public Works**

**TIME REQUIRED** 5 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD** Kalen Dodd, Engineer

**SUBJECT** Saddlebag Lake Road Rehabilitation  
– Federal Lands Access Program  
Grant Participation

### AGENDA DESCRIPTION:

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

The Saddlebag Lake Road project proposes to pave the road with new asphalt, stabilize slopes with new retaining walls, and provide some additional parking spaces. If the project is approved following design and environmental review, construction is tentatively scheduled to occur spring 2027 to fall 2028.

### RECOMMENDED ACTION:

Approve and authorize the Public Works Director to sign the attached Memorandum of Agreement (MOA) and the attached Funds Transfer Agreement (FTA) which commit the County to the design and environmental review phase of project development; to serving as the lead agency under the California Environmental Quality Act (CEQA); to long-term operation and maintenance of the project; and to an 11.47% local cost match; among other things.

### FISCAL IMPACT:

Up to \$435,220 to be paid from non-federal sources. Public works intends to use SB1 funds to the maximum extent possible to cover this non-federal match.

**CONTACT NAME:** Kalen Dodd

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

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download
<a href="#">Staff Report</a>
<a href="#">Memorandum of Agreement</a>
<a href="#">Funds Transfer Agreement</a>

**History****Time**

5/31/2023 4:51 PM

5/25/2023 4:58 PM

5/31/2023 5:22 PM

**Who**

County Counsel

Finance

County Administrative Office

**Approval**

Yes

Yes

Yes



# MONO COUNTY

## DEPARTMENT OF PUBLIC WORKS

---

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

**Date:** June 6, 2023

**To:** Honorable Chair and Members of the Board of Supervisors

**From:** Kalen Dodd, County Engineer

**Re:** Saddlebag Lake Road Rehabilitation – Federal Lands Access Program (FLAP) Grant Participation

### **Background:**

Public works applied for a FLAP grant to rehabilitate Saddlebag Lake Road in May 2021. The Saddlebag Lake Road project will pave the road with new asphalt, stabilize slopes with new retaining walls, and provide some additional parking spaces. A detailed description of the project can be found in the attached MOA. Construction is tentatively scheduled to occur spring 2027 to fall 2028.

At the time of application, the project was anticipated to cost \$4.8M. Once the grant was awarded and following a field investigation, a detailed scope was put together, revealing the project to be more expensive at \$12.6M.

FLAP projects as federal grants require a local match of 11.47%. At the original grant amount, it was anticipated that toll credits from the State would entirely cover the local match. Toll credit matches are limited to a maximum amount of \$1,000,000. With the new grant amount estimated at \$12,600,000, the match requirement exceeds the toll credit maximum. This will require that Mono County contributes \$445,220 from non-federal sources. Of that \$10,000 has already been paid during the scoping phase.

Public works intends to use outside funds to the maximum extent possible to cover this non-federal match. Public Works is currently investigating whether or not RSTP funds, granted through the LTC are eligible to be used for this match. If it is determined that they are, RSTP funds will be used to the greatest extent. Any remaining balance will be paid from SB1 funds.

The County has benefitted from FLAP projects in the past, including the rehabilitation of Rock Creek Road and Convict Lake Road. The Town of Mammoth Lakes' Red's Meadow Road project is also a FLAP project. FLAP project design and construction are managed almost entirely by the Central Federal Lands Highway Division, reducing internal staff impacts.

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

Respectfully submitted,

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Kalen Dodd, PE  
County Engineer

Attachments: Project Memorandum of Agreement (MOA)  
Funds Transfer Agreement (FTA)

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**FEDERAL LANDS ACCESS PROGRAM**  
**PROJECT MEMORANDUM OF AGREEMENT**

**April 25, 2023**

**Project / Facility Name:** CA FLAP MNO 01N04(1) Saddlebag Lake Road

**Project Route:** Saddlebag Lake Road to the Saddlebag Lake Resort

**State:** California

**County:** Mono

**Owner of Federal Lands to which the Project Provides Access:** Inyo National Forest (USFS)

**Entity with Title or Maintenance Responsibility for Facility:** Mono County

**Type of Work:**

Preliminary Engineering: Environmental compliance, preliminary and final design, all necessary permits

Right of Way: Acquisition of all right of way and easements needed for the project

Construction/Construction Contracting: Acquisition by contract of construction work in accordance with the (plans, specifications, and estimate

Construction Engineering: Administration of the construction contract

This Agreement does not obligate (commit to) the expenditure of Federal funds, nor does it commit the parties to complete the project. Rather, this Agreement sets forth the respective responsibilities as the project proceeds through the project development process.

**Parties to this Agreement:** Federal Highway Administration, Central Federal Lands Highway Division (FHWA-CFLHD), Mono County, and Inyo National Forest (USFS).

The Program Decision Committee approved this project on

12/15/2022

Date

**AGREED:**

\_\_\_\_\_  
Paul Roten, Public Works Director  
Mono County

\_\_\_\_\_  
Date

\_\_\_\_\_  
Stephanie Heller, Mono Lake District Ranger  
Inyo National Forest

\_\_\_\_\_  
Date

\_\_\_\_\_  
Judy Salomonson  
Chief of Business Operations  
FHWA-CFLHD

\_\_\_\_\_  
Date

**FEDERAL LANDS ACCESS PROGRAM**  
**PROJECT MEMORANDUM OF AGREEMENT**

*April 25, 2023*

**A. PURPOSE OF THIS AGREEMENT**

This Agreement documents the intent of the parties and sets forth the anticipated responsibilities of each party in the development, construction, and future maintenance of the subject project. The purpose of the Agreement is to identify and assign responsibilities for the environmental review, design, right-of-way, utilities, acquisition and construction as appropriate for this programmed project, and to ensure maintenance of the facility for public use if improvements are made. The parties understand that any final decision as to design or construction will not be made until after the environmental analysis required under the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA) is completed (this does not prevent the parties from assigning proposed design criteria to be studied in the environmental review process.) Any decision to proceed with the design and construction of the project will depend on the availability of appropriations at the time of obligation and other factors, such as issues raised during the environmental review process, a natural disaster that changes the need for the project, a change in Congressional direction, or other relevant factors.

If Federal Lands Access Program funds are used for the development or construction of this project, Mono County agrees to provide a matching share equal 11.47% of the total cost of the project, as detailed more fully in Sections J and K below.

**B. AUTHORITY**

This Agreement is entered into between the signatory parties pursuant to the provisions of 23 U.S.C. 204.

**C. JURISDICTION AND MAINTENANCE COMMITMENT**

Mono County has jurisdictional authority to operate and maintain the existing facility and will operate and maintain the completed project at its expense.

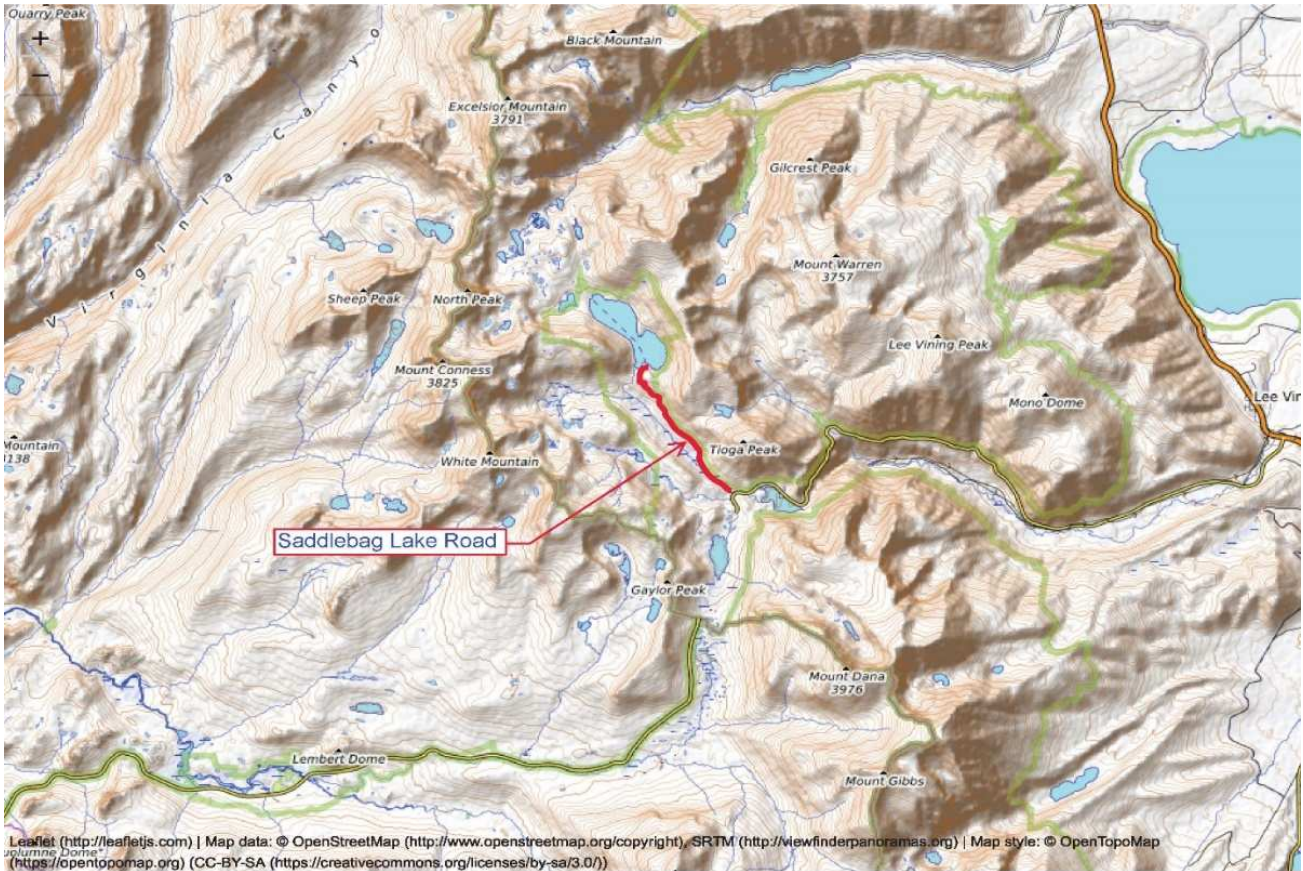
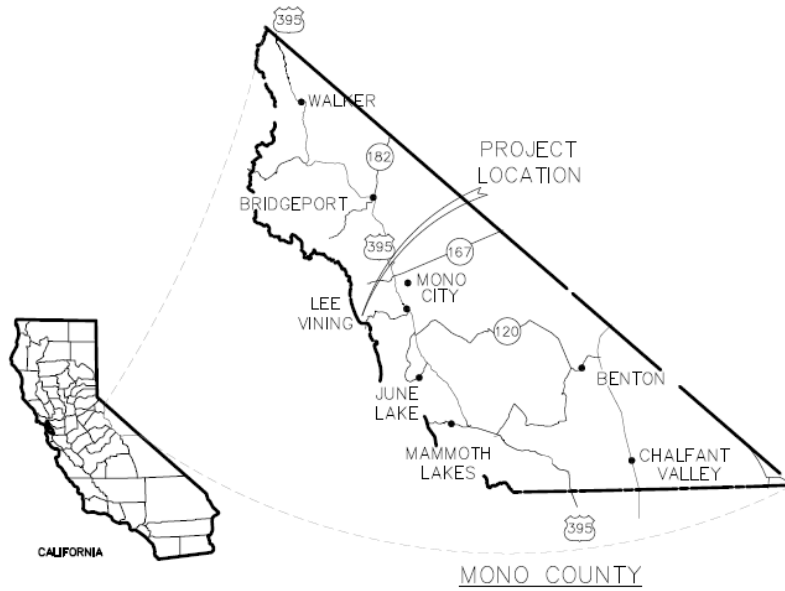
**D. FEDERAL LAND MANAGEMENT AGENCY COORDINATION**

Mono County has coordinated project development with the Inyo National Forest (USFS). The Inyo National Forest (USFS) support of the project is documented in the California Federal Lands Access Program Project Application for this project submitted by Mono County to FHWA-CFLHD. Each party to this agreement has a primary role in the environmental review process, design, or construction shall coordinate their activities with the Inyo National Forest (USFS).

# FEDERAL LANDS ACCESS PROGRAM PROJECT MEMORANDUM OF AGREEMENT

April 25, 2023

## E. PROJECT BACKGROUND/SCOPE





**FEDERAL LANDS ACCESS PROGRAM**  
**PROJECT MEMORANDUM OF AGREEMENT**

**April 25, 2023**

Project Location: SR 120 (Tioga Pass) at Saddlebag Lake Road to the Saddlebag Lake Resort

The purpose and need for this project is to address deteriorated pavement, environmental concerns, and safety and recreation needs over 2.5 miles of Saddlebag Lake Road. Dramatic increases in use over recent years have exceeded the capacity of the existing road. Proposed improvements will improve access, reduce environmental impacts, increase safety, and reduce GHG associated with current maintenance activities.

The project will include rehabilitation of existing pavement (approximately 1.2 miles) and paving of dirt sections of the road (approximately 1.3 miles) to reduce maintenance needs and associated turbidity/siltation impacts to watershed. The project will include installation of 2 new culverts and hardening of 6 existing culverts to reduce road erosion and water quality impacts. The roadway will include a proposed 20-foot paved width along entire roadway with 10-foot lanes and no shoulders. Safety improvements will involve the removal of existing constrictions from the roadway (by removing trees), allowing for 2-way traffic along entire road length, and providing roadside parking near attractions to avoid parking in the travel lanes.

Environmental Compliance and Permitting:

FHWA-CFLHD will be the NEPA lead for this project. The project has been determined to be a Categorical Exclusion (CE) under CFR 771.117 (c)(26). Mono County will be responsible for all CEQA documentation and notifications. FHWA-CFLHD will supply copies of resource reports to Mono County to inform CEQA documentation. The project will not proceed to final approval and construction unless and until Mono County has completed review under CEQA and made a discretionary decision to approve the project.

According to the USFS, little to no prior cultural survey work has occurred along Saddlebag Road. A cultural resources survey will be necessary for the entire road corridor. It will be important to work with the designer in determining limits of both permanent and temporary construction to develop a sufficient APE (Area of Potential Effect). It is expected that Saddlebag Road is a historic structure. A Section 106 effects determination on Saddlebag Road will need to be made if the road is deemed eligible for the National Register.

The project will require a biological assessment for impacts to the Yosemite Toad, Sierra Nevada yellow-legged frog, and white bark pine. White bark pine was positively identified in the project corridor during scoping trip. The entire corridor is within the elevation of white bark pine distribution. Project will undergo formal consultation for direct impacts to white bark pine. A survey for white bark pine will require counting and mapping all white bark pine within the proposed project disturbance area. As with FHWA-CFLHD's Reds Meadow project in Madera County, cones from a subset of white bark pines identified in the project area will need to be bagged in early June (to protect from predation) and harvested in the fall. These seeds should be provided to the USFS National Forest Genetics Laboratory in Placerville for genetic testing. Collected seeds will also be used by Inyo NF for reseeded efforts on USFS land.

A biological evaluation will be conducted to determine impacts to state-listed and forest-sensitive species.

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Mono County personnel mentioned that botanical surveys are typically required to fulfill CEQA requirements. This topic should be revisited when developing the SOW for an A/E contract.

Two perennial streams cross Saddlebag Road at STA 1+00 and STA 68+00. All other creeks are intermittent/ephemeral. Potential wetlands are associated with the creek at STA 1+00. Other potential wetlands were noted at the Lee Vining Creek Headwaters Access (STA 42+00) and paralleling the road at approximately STA 52+00. A wetland and Waters of the US/Waters of the State report(s) will be necessary to determine project impacts.

A Section 404 permit (NWP 14 – Linear Transportation Projects) and a Section 401 permit from the Lahontan Regional Waterboard will be necessary. A complicating factor on this project is that it is not located in a wetland mitigation bank service area or in-lieu fee program, as of writing of this report. Therefore, any wetland/stream impacts will need to be mitigated on-site. Expect one year process for permit review and issuance from Waterboard.

It should be noted that Lee Vining Creek, the creek that parallels Saddlebag Road, is in the Mono Lake Headwaters which has been designated a “Riparian Conservation Watershed” in the Land Management Plan (LMP) for Inyo NF. This plan designates a 300-foot buffer on perennial streams and additional buffers on wetlands, springs, etc. Riparian vegetation along Lee Vining Creek, west of road alignment was noted. Discussions with the USFS on how the project impacts their LMP will need to occur, along with any necessary mitigation measures.

It is expected that the road will need to be closed for construction. If this occurs, Section 4(f) documentation for temporary access impacts to recreational resources will need to be developed and signed by the USFS “official with jurisdiction”.

A construction stormwater NPDES permit will be necessary for construction. It is estimated this project will require 2 construction seasons or allow work in the off season when the road is closed. The alternative to allow work in the offseason has risk associated with weather included early or late snow.

Survey: Ground survey is anticipated for the project. The survey boundary is requested to be 50 to 70 ft Right and 100 ft Left. This should provide sufficient width for proposed widening. A tree survey and count may be requested or provided by the USFS for harvesting lumber.

Highway Design and Safety: The proposed typical section based on the site visit recommends a 20-foot paved traveled way with 1 ft unpaved shoulders. This will allow for an asphalt safety edge and subgrade width to protect the edge of pavement from damage.

In cut locations a roadside ditch is recommend. The ditch will require armoring in sections steeper than 6% and additional ditch widening approaching culverts. Based on scoping level recommendations avoid cuts in areas where there are loose soil or steep existing soils slopes. In fill locations over 4 ft high, a RSS or wall system is recommended to reduce embankment borrow quantities and reduce construction area impacts and tree removals.

Other: There is not enough parking to meet demand at popular trailheads. The result is makeshift parking along the roadway, which constricts the travel lanes further and blocks the shoulder, sending

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pedestrians into the roadway. Locations for parallel parking pullouts near the trailhead will be identified during design.

Safety and Design Exceptions: Existing speed limit is 25 miles per hour (not posted). Existing conditions include large diameter trees within the existing roadway width of approximately 12 ft– 20 ft and steep grades estimated at 1H:1V with no delineated shoulders or clear zone. There are locations where the road is only wide enough for one-lane two-way traffic.

The ADT that will be used for this project is based on the FLAP application and estimates the current ADT at 369 with a 20-year projection at under 500. It is assumed a seasonal peak ADT is under 700 and a 20-year projection at under 900

Significant design exceptions are anticipated for this project including Horizontal curves, reduced clear zone, obstructions within the clear zone and at the toe of the clear zone slope, steep grades exceeding the recommended guidance within and at the toe of the clear zone slope.

Clear zone: To lessen environmental impacts, decrease embankment and tree removals a reduced clear zone of 3.6 ft is recommended for this project. On fill slopes with proposed RSS or wall systems a recovery area of 7 ft from the edge of pavement is recommended.

Based on the AASHTO roadside design guide table 3-1 a project wide clear zone of 7 ft at 1V:6H is recommended. The 7 ft clear zone would allow for more room for roadside parking, easier snow removal and maintenance, better sight distance, and greater recovery area, but would increase costs and impacts.

The County prefers not to include guardrail on this project. Temporary or removable delineators or snow poles may be considered in locations with RSS or wall systems, narrow bench widths and non-recoverable slopes. The delineators would provide a visual warning and discourage parking.

**Pavement Design:** Proposed pavement section is estimated at 3-inches of 403 asphalt over 4-inches of 302 aggregate base.

**Bridge/Structures:** An existing double culvert bridge structure is located at the beginning of the project station 0+50. No work or improvements are proposed to the existing bridge structure, bridge approaches or bridge railing.

**Geotechnical:** Existing hazards include potential rockfall from native and cut slopes, possible seepage, and seismicity. No existing geotechnical structures exist along the route.

The main proposed geotechnical design feature includes adding either reinforced slopes or walls. The reinforced slopes would likely be either an RSS or deep patch-type and the wall options would either be MSE or rockery-type. Additional features may include subexcavation, rockfall catchment, slope scaling, and ditch reconditioning.

Analysis and design will include slope stability modeling to size the reinforced slopes/walls. Recommendations will be delivered as a Geotechnical Report and coordination with the design group for appropriate plan sheets, details, and SCRs.

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**Hydrology/Hydraulics:** A preliminary and final drainage report is recommended. It is estimated there are 2 locations that require a drainage system consisting of drop inlets storm drains parallel with the roadside ditch or paved ditch with concrete curb and 29 roadway cross culverts.

Include evaluating roadside ditches, armoring, and minimum slopes and inlet design to provide low maintenance and self-cleaning pipe velocities. Pipes sizes are estimated at 24- inch diameter. The maintenance crew described consistent and frequent debris in the ditches and culvert inlets consisting of soil and pine needles. A paved inlet approach may help with reducing debris clogging the inlets. There are several locations with active streams or seeps along the project.

**Right of Way:** The FLAP Application states no ROW acquisition is required for the project. Right of way is established by Special Use Permit (SUP) from Inyo National Forest to Mono County, dated May 7, 1948. The right of way is 33 feet each side of the road centerline, for a total width of 66 feet. The permit area includes maintenance of the drainage features, pullouts, access, and parking areas along the route and at the ends of the project.

Assume widening and embankment construction is required, additional rights beyond the 33-ft permit width will be needed in some areas. This may be accommodated by adjustment or revision to the current SUP or by an additional SUP application. If wider permanent easement widths are needed, the Federal Land Transfer process would likely be used.

Assume there will be curve straightening to improve sight distance and vehicle tracking a revision to the existing centerline easement is probable.

The Saddlebag Lake Resort is a concessionaire and operates under a special use permit with Inyo National Forest.

There is a Southern California Edison parcel interest near the north end of the project. Right of way needs, if any, on this small parcel will be assessed in Project Development.

An Encroachment Permit will be required for any work with the Caltrans SR120 right of way including advanced signing and variable message signing.

**Utilities:** No utility relocations or adjustments are anticipated. No utilities were identified during the site investigation or in the FLAP application. At the upper portion of the route near 123+00 LT, Hall Natural Area Trailhead (Dam Access) there is the potential for utility conflicts or coordination with Southern California Edison or the Saddlebag Lake Resort Owners. The project will plan to provide for access to dam and public utilities during construction.

**Construction:** It is anticipated the active construction season is from May 15 to October 15 and will last for 2 seasons. It is recommended the contractor may work prior to May 15 or after October 15 when the road is closed to public traffic. This duration is estimated to be high risk to the project schedule because it is dependent on snowpack, weather, and coordination with Caltrans for closing the road at SR120 (Tioga Pass Road) and SR 395 intersection.

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**F. PROJECT BUDGET**

<b>Item</b>	<b>Estimated Cost</b>	<b>Comments</b>
Preliminary Engineering (PE) and Environmental Compliance	\$1,200,000	Includes Scoping Costs
ROW Acquisition	\$0	Included in PE costs/No utility relocation costs
Construction Contract (CN)	\$7,500,000	FY 28 Value
Construction Engineering (CE)	\$1,500,000	Assume 2 seasons of CN
Contingency	\$2,400,000	Contingency for PE/ROW/CE/CN (high bids and construction modifications)
<b>Total</b>	<b>\$12,600,000</b>	

**G. ROLES AND RESPONSIBILITIES**

<b>Responsible Party</b>	<b>Product/Service/Role</b>	<b>Comments</b>
FHWA-CFLHD	<ul style="list-style-type: none"> <li>• Develop and sign this Memorandum of Agreement</li> <li>• Manage project schedule and all project costs</li> <li>• Lead the development of the plans, specifications, and estimate (PS&amp;E) in accordance with FHWA-CFLHD standards, policy, and guidance (note that engineering deliverables prepared by federal employees will not be signed or stamped)</li> <li>• Document any design exceptions to the AASHTO standards, agreed upon by the project team, on FHWA-CFLHD's highway design standards form</li> <li>• Lead all federal environmental compliance (including, but not limited to, NEPA, the National Historic Preservation Act, and the Endangered Species Act)</li> <li>• Prepare and approve environmental documents and make project decisions based on the documents</li> <li>• Conduct ROW research and obtain title reports for private parcels as required</li> <li>• Prepare right-of-way plans, legal descriptions, and other documents required for a Highway</li> </ul>	

**FEDERAL LANDS ACCESS PROGRAM**  
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	<p>Easement Deed and any private parcels to be acquired</p> <ul style="list-style-type: none"> <li>• <del>Identify utility conflicts and prepare utility conflict maps</del></li> <li>• Conduct preliminary engineering towards the development of the PS&amp;E construction contract package</li> <li>• Ensure all permits required for Federally constructed projects are obtained</li> <li>• Advertise and award the contract (bids will not be solicited by FHWA-CFLHD until maintaining agency has concurred with the plans and specifications and provided signed ROW and utility certifications)</li> <li>• Perform construction engineering/administration of the construction contract</li> <li>• Potentially enter into a formal partnering work session and agreement with all parties involved in the construction contract</li> <li>• Provide a Project Engineer on site for construction administration</li> <li>• Determine the need for any proposed changes to contract documents, evaluate change impacts, coordinate technical reviews as needed, and ensure that the construction is consistent with the PS&amp;E</li> <li>• Ensure that the contractor will bear all expenses of maintaining traffic, other than snow removal and normal state, county, and city maintenance work</li> <li>• Verify adherence to environmental documents and permits</li> <li>• Set up and lead final inspection upon completion of construction</li> </ul>	
Mono County	<ul style="list-style-type: none"> <li>• Review and sign this Memorandum of Agreement and other required financial agreements to satisfy match requirements or overmatch, if necessary, within sixty days of receiving the notification letter</li> <li>• Attend reviews and meetings</li> <li>• Provide available data, including on traffic, crashes, material sources, construction costs, agreements, and other technical subjects, within two weeks of request</li> </ul>	

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	<ul style="list-style-type: none"><li>• Review the environmental documents, plans, estimate, and specifications at each phase of design, and provide comments within two weeks of receipt</li><li>• Coordinate with FHWA-CFLHD on environmental related issues</li><li>• Be the lead agency for CEQA and complete all compliance documentation and reviews and potentially approve the CEQA document and the project</li><li>• Coordinate any mitigation measures resulting from CEQA with FHWA-CFLHD prior to finalizing or accepting the measures</li><li>• Coordinate with the other parties to create an appropriate revegetation plan and provide a seed mix and any recommendations for soil amendments for inclusion in the Special Contract Requirements</li><li>• In coordination with the FHWA-CFLHD project manager, ensure that completed PS&amp;E documents are consistent with the intended outcome</li><li>• Acquire and fund appropriate local and state permits prior to advertisement of the project</li><li>• Provide survey grade ROW mapping and a list of property owners (names and addresses) along the project corridor prior to project scoping</li><li>• Review ROW plans and legal descriptions provided by FHWA-CFLHD</li><li>• Acquire ROW and Temporary Construction Easements (TCEs) if necessary</li><li><del>• Conduct value findings or appraisals for Fair Market Values</del></li><li><del>• Approve value findings or appraisals for Fair Market Values</del></li><li><del>• Prepare offers to landowners</del></li><li><del>• Conduct ROW negotiations as necessary to acquire adequate rights from private landowners</del></li><li>• Sign statement of legal sufficiency upon review of the draft Highway Easement Deed</li><li>• Accept and record the Highway Easement Deed upon receipt</li><li>• Complete all ROW activities prior to</li></ul>	
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**FEDERAL LANDS ACCESS PROGRAM**  
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	<p>advertisement of the project</p> <ul style="list-style-type: none"> <li>• Sign FHWA-CFLHD Right of Way Certification certifying that all rights on private property necessary to construct, operate, and maintain the road have been obtained</li> <li>• Obtain all rights necessary to construct, operate, and maintain the facility</li> <li>• Provide all available utility information and identify key points of contact for coordination with utility companies</li> <li>• Request utility surface locates prior to topographic survey by FHWA-CFLHD</li> <li>• <del>Coordinate utility relocations, if necessary, per scope described above</del></li> <li>• Sign FHWA-CFLHD Utility Certification</li> <li>• Provide overall direction regarding agency policy and administration for the project</li> <li>• Concur with the final plans and specifications</li> <li>• Issue required encroachment permits at no cost to FHWA-CFLHD</li> <li>• Develop a public information plan in coordination with FHWA-CFLHD and the FLMA</li> <li>• If required, enter into a formal partnering work session and agreement with all parties involved in the construction contract</li> <li>• Designate a representative who will be the primary contact for FHWA-CFLHD's construction staff during construction</li> <li>• Consider proposed design changes, evaluate change impacts, and concur with changes as needed, ensuring that changes meet the requirements intended in the PS&amp;E</li> <li>• Attend a final inspection and approve and provide final acceptance upon completion of construction</li> <li>• Upon final acceptance of the project, assume responsibility of the NPDES permit until the Notice of Termination is filed and accepted</li> <li>• Provide long term maintenance and operation of the project upon completion</li> <li>• Perform reviews and provide information needed to support FHWA-CFLHD in resolution of</li> </ul>	
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**FEDERAL LANDS ACCESS PROGRAM**  
**PROJECT MEMORANDUM OF AGREEMENT**

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	contract disputes.	
Inyo National Forest (USFS)	<ul style="list-style-type: none"> <li>• Review and sign this Memorandum of Agreement within 60 days of receiving the notification letter</li> <li>• Attend reviews and meetings</li> <li>• Provide in a timely manner available data including but not limited to existing agreements or technical data</li> <li>• Review the environmental documents, plans and specifications at each phase of design, and provide comments within two weeks</li> <li>• In coordination with the FHWA-CFLHD project manager, ensure that completed PS&amp;E documents are consistent with the intended outcome</li> <li>• Provide overall direction regarding FLMA policy and administration for the project</li> <li>• Concur with the final plans and specifications if approved by the County following review under CEQA</li> <li>• If required, issue a right of entry and Letter of Consent to transfer a Highway Easement Deed within 4 months of receipt of request</li> <li>• Provide a fire plan for incorporation into the Special Contract Requirements or approve the use of standard specification language</li> <li>• Coordinate with FHWA-CFLHD to identify an appropriate revegetation plan and provide a seed mix and any recommendations for soil amendments for inclusion in the Special Contract Requirements</li> <li>• Provide support to FHWA-CFLHD (respond to questions regarding environmental issues), as requested, for the development of environmental documents</li> <li>• Develop a public information program in coordination with FHWA-CFLHD and the maintaining agency</li> <li>• If required, enter into a formal partnering work session and agreement with all parties involved in the construction contract</li> <li>• Designate a representative who will be the primary contact for the FHWA-CFLHD's Construction staff</li> </ul>	

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	<ul style="list-style-type: none"> <li>• Continue to update and implement the public information program</li> <li>• Consider proposed design changes, evaluate change impacts, and concur with changes as needed, ensuring that changes meet the requirements intended in the PS&amp;E</li> <li>• Attend final inspection upon completion of construction</li> </ul>	
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**H. ROLES AND RESPONSIBILITIES—SCHEDULE**

Responsible Lead	Product/Service/Role	Schedule Finish	Comments
Mono County	Signed MOA and other financial documents	June 2023	
FHWA-CFLHD	Preliminary Design	May 2025	
FHWA-CFLHD	Environmental Compliance	December 2025	Development and completion of environmental studies and documentation
Mono County	Signed ROW and Utility Certifications	June 2026	
FHWA-CFLHD	Final Design	August 2026	Development of PS&E
FHWA-CFLHD	Obtain appropriate Permits	May 2026	
Mono County	Obtain appropriate local and state permits	May 2026	
FHWA-CFLHD	Advertise, Award and NTP	February 2027	
FHWA-CFLHD	Administer Construction Contract	February 2027 – November 2028	Construction Engineering

**I. PROPOSED DESIGN STANDARDS**

Final design standards will be determined through the NEPA/CEQA process.

Criteria		Comments
Standard	AASHTO	
Functional Classification	Rural Major Collector	Posted Speed Limit = 25 mph, Design Speed Limit = 30 mph
Surface Type	Asphalt Pavement	

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Criteria		Comments
Design Volume	TBD (Low Volume Road)	ADT from May 2021 Traffic Counts is 369

**J. FUNDING**

PROJECT FUNDING			
Funding Source	Estimated Funding	% of Total Project	Comments
Federal Lands Access Program	\$12,154,780	78.53%	
Mono County	\$445,220	11.47%	Cash Match (minimum match minus \$1M toll credit reduction)
<b>Total</b>	<b>\$12,600,000</b>		

Mono County is responsible for support costs incurred in completing the roles and responsibilities detailed in Section G. These costs will not be included in the total project cost and are the financial responsibility of the applicant in addition to the funding as described in the table above.

Note, this project has a minimum match requirement of 11.47%, which equals \$1,445,220. However, the cash match will be supplemented by \$1,000,000 in toll credits. While toll credits will not be formally collected for this project, the required cash match will still be reduced by \$1,000,000 to account for the approved reduction in cash match for toll credits. Therefore, FLAP will fund \$12,154,780 of this project per the table above.

If during implementation of the project it is determined that the total project cost exceeds \$12,600,000, the Central Federal Lands Highway Division, the Mono County, and Inyo National Forest (USFS) will either mutually agree to reduce the scope of the project or execute a modification to this agreement to change funding amounts.

**K. MATCHING SHARE REQUIREMENTS**

Mono County will provide non-Federal matching funds of 11.47% of the total Federal Lands Access Program eligible project costs required for the project through construction contract completion, closeout, and resolution of any disputes, in an amount not to exceed that provided in separate funding agreements.

Matching or cost sharing requirements will be satisfied following the obligation of funds to the project as detailed above in Section J.

**L. PROJECT TEAM MEMBERS—POINTS OF CONTACT**

The following table provides the points of contact for this project. They are to be the first persons to deal with any issues or questions that arise over the implementation of each party's role and responsibility for this agreement.

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<b>Name/Title</b>	<b>Organization</b>	<b>Phone Number/Email</b>
Kalen Dodd, P.E. County Engineer	Mono County	(760) 932-5452 <a href="mailto:kdodd@mono.ca.gov">kdodd@mono.ca.gov</a>
Nathan Robinson Assistant Forest Engineer	Inyo National Forest (USFS)	(385) 867 4372 <a href="mailto:Nathan.g.robinson@usda.gov">Nathan.g.robinson@usda.gov</a>
Matt Ambroziak, P.E.	FHWA-CFLHD	(720) 963-3619 <a href="mailto:matthew.ambroziak@dot.gov">matthew.ambroziak@dot.gov</a>

**M. CHANGES/AMENDMENTS/ADDENDUMS**

The agreement may be modified, amended, or have addendums added by mutual agreement of all parties. The change, amendment, or addendum must be in writing and executed by all of the parties.

The types of changes requiring agreement of all parties include, but are not limited to, changes that significantly impact scope, schedule, or budget; changes to the local match, either in type or responsibility; and changes that alter the level of effort or responsibilities of a party. The parties commit to consider suggested changes in good faith. Failure to reach agreement on changes may be cause for termination of this agreement.

A change in the composition of the project team members does not require the agreement to be amended.

It is the responsibility of the project team members to recognize when changes are needed and to make timely notification to their management in order to avoid project delivery delays.

**N. ISSUE RESOLUTION PROCEDURES MATRIX**

Issues should be resolved at the lowest level possible. The issue should be clearly defined in writing and understood by all parties. Escalating to the next level can be requested by any party. When an issue is resolved, the decision will be communicated to all levels below.

<b>FHWA-CFLHD</b>	<b>Mono County</b>	<b>Inyo National Forest (USFS)</b>	<b>Time</b>
Matt Ambroziak, Project Manager	Kalen Dodd County Engineer	Nathan Robinson Assistant Forest Engineer	30 days
Wendy Longley, Project Management Branch Chief	Kalen Dodd County Engineer	Shanisha Reese, Regional Roads Engineer	60 days
Curtis Scott, Chief of Engineering	Paul Roten Public Works Director	Brad Job Regional Engineer <a href="mailto:leonard.job@usda.gov">leonard.job@usda.gov</a>	90 days

**FEDERAL LANDS ACCESS PROGRAM**  
**PROJECT MEMORANDUM OF AGREEMENT**

*April 25, 2023*

**O. TERMINATION**

This agreement may be terminated by a funding party upon 30 calendar days after written notice to the other parties. This agreement may also be terminated if either the environmental review (or other state environmental compliance) process or funding availability requires a change, and the parties are not able to agree to the change. Any termination of this agreement shall not prejudice any rights or obligations accrued to the parties prior to termination. If Federal Access funds have been expended prior to termination, the funding parties' financial liabilities shall be in the amount of the applicable share percentages of the total reasonable costs expended on the project prior to the effective date of termination. Reasonable costs shall include all items/services rendered and the costs of any non-cancelable obligations incurred prior to the effective date of termination.

FEDERAL HIGHWAY ADMINISTRATION  
FEDERAL LANDS HIGHWAY

**FUNDS TRANSFER AGREEMENT**

FHWA Agreement No.: 6982AF-22-K-500010 **Modification #001**

CA FLAP MNO 01N04(1) Saddlebag Lake Road

February 27, 2023

**April 25, 2023**

**Agency providing funding:** Mono County

**Agreement amount:**

Original: \$10,000.00

**Modification #001: \$435,220**

**Total: \$445,220**

**Period of Performance:** From date of signature below to December 1, 2023

**Agency receiving funding:** **February 22, 2022 to February 8, 2030** Central Federal Lands Highway Division (CFLHD)

This Funds Transfer Agreement (FTA) is to confirm that Mono County has committed to provide, through electronic funds transfer, ~~\$10,000.00~~ **\$445,220** to CFLHD for Saddlebag Lake Road to meet the matching requirements and all conditions set forth in the Memorandum of Agreement (MOA) dated 11/24/21, **03/08/2023**, and any future modifications to the MOA.

FUNDS TRANSFER SUMMARY					
Phase	Amount	Due	Received	Modification #	Comment
Scoping	\$10,000.00	3/1/2022	<b>3/03/2022</b>		
<b>PE/CN/CE</b>	<b>\$435,220</b>	<b>9/1/2023</b>		<b>001</b>	<b>PE begins in 2024/FY 28 for CN</b>
Total:	<del>\$10,000.00</del> <b>\$445,220</b>				

AGENCY FINANCIAL AND CONTACT INFORMATION		
	Mono County	Central Federal Lands Highway Division
UEI (Unique Entity Identifier)	L7XGDNTU7B98	TNG9SCVNCUW5
Financial Contact Information		
Name	Judy Curti	Suzanne Schmidt
Phone	(760) 932-5456	(720) 963-3356
E-mail	PWAP@mono.ca.gov	Suzanne.schmidt@dot.gov
Address	PO Box 457 Bridgeport, CA 93517	12300 W. Dakota Ave. Lakewood, CO 80228
Project Contact Information		
Name	Kalen Dodd	Matt Ambroziak
Phone	(760) 932-5452	(720) 963-3619
E-mail	<a href="mailto:kdodd@mono.ca.gov">kdodd@mono.ca.gov</a>	<a href="mailto:matthew.ambroziak@dot.gov">matthew.ambroziak@dot.gov</a>

**CFLHD is limited to recovery of the matching share of actual costs incurred, as reflected in the invoice provided by the CFLHD.** Regardless of the estimated costs stated in the MOA, Mono County will provide 11.47% of the total Federal Lands Access Program cost required for the project ~~whichever is greater,~~ through the construction, closeout, and resolution of any disputes.

FEDERAL HIGHWAY ADMINISTRATION  
FEDERAL LANDS HIGHWAY

FUNDS TRANSFER AGREEMENT

FHWA Agreement No.: 6982AF-22-K-500010 **Modification #001**

CA FLAP MNO 01N04(1) Saddlebag Lake Road

~~February 27, 2023~~

**April 25, 2023**

CFLHD shall not incur costs which result in matching funds exceeding the maximum cost stated in this Agreement without authorization by the Requesting Agency in the form of written modification to this Agreement.

Paul Roten, Public Works Director Mono County	Date	Contracting Officer Central Federal Lands Highway Division	Date
--	------	---	------

CFLHD requests that these payments be made through the US Treasury's website <https://pay.gov>. Pay.gov can be used to make secure electronic payments to any Federal Government Agencies via credit card or direct debit. Payment shall be submitted referencing the FHWA Agreement Number.

Option 1 (Preferred Method)

Plastic card or Automatic Clearing House Payment (ACH Direct Debit)

- Go to Treasury's website – <https://pay.gov>
- Search for Agency Name (Transportation Department)
- Select the appropriate Transportation Agency (Federal Highway Administration)
- Follow the form instructions to make your payment. Note, if making an ACH payment from your bank account, please select ACH Direct Debit as the payment type.

Option 2

Mail check payment to the following address for Paper Check Conversion (PCC) processing:

Make Check Payable To:  
DOT FHWA

Mailing Address:

**DOT/FEDERAL HIGHWAY ADMINISTRATION  
C/O MIKE MONRONEY AERONAUTICAL CENTER  
6500 S. MacArthur Blvd.  
ATTN: AMZ-324, HQS BLDG RM 265  
Oklahoma City, OK 73169-6918  
~~Enterprise Service Center  
Federal Aviation Administration  
ATTN: AMZ-324/HQ Room 181  
6500 S. MacArthur Blvd.  
Oklahoma City, OK 73169~~**

Notice to customers making payment by check:

- Please notify [cfl.finance@dot.gov](mailto:cfl.finance@dot.gov) if mailing a check.
- When you provide a check as payment you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.
- When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution.

Privacy Act- A Privacy Act Statement required by 5 U.S.C. § 552a(e)(3) stating our authority for soliciting and collecting the information from your check, and explaining the purposes and routine uses which will be made of your check information, is available from our internet site at:

[https://www.fiscal.treasury.gov/fsservices/gov/rvnColl/otcNet/rvnColl\\_otcnet.htm](https://www.fiscal.treasury.gov/fsservices/gov/rvnColl/otcNet/rvnColl_otcnet.htm)

or call toll free: at 1-866-945-7920 to obtain a copy by mail. Furnishing the check information is voluntary, but a decision not to do so may require you to make payment by some other method.



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** June 6, 2023

**Departments: Finance**

**TIME REQUIRED** 15 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Janet Dutcher, Director of Finance

**SUBJECT** Mono County Audit Reports for FY  
2021-22

---

### AGENDA DESCRIPTION:

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

Presentation of the Annual Comprehensive Financial Report (ACFR) and the Single Audit Report for the fiscal year ended June 30, 2022.

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### RECOMMENDED ACTION:

None. Presentation and discussion only.

---

### FISCAL IMPACT:

Timely completion of audits and their filing with federal and state partners ensure continuation of intergovernmental revenues to Mono County.

---

**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
<a href="#">Staff Report</a>
<a href="#">2021-22 Annual Comprehensive Financial Report</a>
<a href="#">2021-22 Single Audit Report</a>
<a href="#">2021-22 Communication to Governance</a>
<a href="#">Presentation</a>

---

History



<b>Time</b>	<b>Who</b>	<b>Approval</b>
5/22/2023 7:24 PM	County Counsel	Yes
5/25/2023 4:54 PM	Finance	Yes
5/26/2023 4:20 PM	County Administrative Office	Yes



# DEPARTMENT OF FINANCE AUDITOR-CONTROLLER COUNTY OF MONO

---

*Kim Bunn*  
Assistant Finance Director  
Auditor-Controller

*Janet Dutcher, CPA, CGFM, MPA*  
Director of Finance

*Gerald Frank*  
Assistant Finance Director  
Treasurer-Tax Collector

**TO:** Mono County Board of Supervisors

**FROM:** Janet Dutcher – Finance Director

**DATE:** June 6, 2023

**RE:** Mono County Audit Reports for FY 2021-2022

---

## **Discussion:**

Each year, an audit of the County-wide financial statements and a separate compliance audit of our Federally funded programs are required. Price Paige & Company, out of Clovis, CA, completed their fieldwork in November 2022 and issued their audit opinions on March 15, 2023, based on financial statements prepared by the Mono County Finance Department team.

The County has once again received an unmodified opinion (the best kind you can get) from the independent audit firm of Price Paige & Company. The auditor attests that the financial statements and schedule of federal awards prepared by Finance Department staff are presented fairly and in conformity with generally accepted accounting principles (GAAP) for governments.

The single audit part of this engagement tests whether Mono County complied with federal compliance requirements applicable to our federally supported programs. The auditors utilize a risk assessment process each year to determine which federal programs to audit. For FY 2021-22, the auditors audited the following federal programs:

- Federal ALN Number 21.027: Coronavirus State and Local Fiscal Recovery Funds

The auditors noted no material weaknesses or significant deficiencies. The County now qualifies as a low-risk auditee, the effects of which lower the amount of required auditing of individual programs.

Staff will present a summary of the County's annual audit reports, including financial highlights. Your Board will have the opportunity to discuss, ask questions and request a more in-depth presentation on any element of the financial information.

**COUNTY OF MONO  
STATE OF CALIFORNIA**

**Annual Comprehensive Financial Report**

**For the Year Ended June 30, 2022**



*Prepared by the Department of Finance*

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## INTRODUCTORY SECTION

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# DEPARTMENT OF FINANCE

## AUDITOR-CONTROLLER

### COUNTY OF MONO

---

*Kim Bunn*  
*Assistant Finance Director*  
*Auditor-Controller*

*Janet Dutcher, CPA, CGFM, MPA*  
*Director of Finance*

*Gerald Frank*  
*Assistant Finance Director*  
*Treasurer - Tax Collector*

March 9, 2023

To the Board of Supervisors and Citizens of Mono County:

The Annual Comprehensive Financial Report (ACFR) of the County of Mono (County) for the fiscal year ended June 30, 2022, is hereby submitted in compliance with Section 25250 and 25253 of the Government Code of the State of California.

Management assumes full responsibility for the completeness and reliability of the information contained in this report, based upon a comprehensive internal control framework established for this purpose. Because the cost of internal controls should not exceed anticipated benefits, the objective is to provide reasonable, rather than absolute, assurance that the financial statements are free of any material misstatements.

The independent auditor's report is located at the front of the financial section of this report. Price Paige & Company, a firm of licensed certified public accountants, has issued an unmodified ("clean") opinion on the County's financial statements for the fiscal year ended June 30, 2022.

The Management's Discussion and Analysis (MD&A) immediately follows the independent auditor's report and provides a narrative introduction, overview, and analysis of the financial statements. The MD&A complements this letter of transmittal and should be read in conjunction with it.

#### **PROFILE OF THE GOVERNMENT**

Incorporated in 1861, Mono County is a rural county centrally located on the eastern side of the Sierra Nevada Mountains. The County has an area of 3,049 square miles and a total population of 13,379 (as of January 1, 2022, California Department of Finance). Other than Mammoth Lakes, the County's only incorporated area which boasts a year-round population of 7,827, the remainder of the County consists of small communities ranging in population from less than 300 to about 1,200 people. The northern part of the County encompasses the small towns of Topaz, Walker, and Coleville. Bridgeport, the County seat, is 35 miles south of these small communities. The central part of the County includes the communities of Lee Vining, June Lakes, Crowley Lake, the Wheeler Crest communities, and of course, Mammoth Lakes. In the southeast sector lie Benton and Chalfont. During periods of heavy recreational usage, the Town of Mammoth Lakes population approaches 35,000.

Approximately 94 percent of Mono County is public land administered by the U.S. Forest Service, the Bureau of Land Management, the State of California, and the Los Angeles Department of Water and Power. The scenic and recreational attributes of this public land help support tourism and recreation as the major industry in the county. Approximately 50 percent of all employment is directly associated with this industry. Typically, more than 1.7 million visitors stay in Mono County on average for three days, generating \$601 million for the local economy and \$23.7 million in local taxes. Most of these visitors travel to and through the county on the state highway system. Major attractions include Mammoth and June Mountain ski areas, Yosemite National Park, Mono Lake, Devils Postpile National Monument, Bodie State Historic Park, and the many lakes, streams and backcountry attractions accessed through Mono County communities. Mammoth Lakes, together with June Lake, is Mono County's most visited destination and is home to one of the largest ski resorts in North America.

The County government functions as a local government body to serve the needs of its residents and residents. As geographical and political subdivisions of the state, counties serve a dual role, providing municipal services in the unincorporated areas and

acting as administrative agents for state and federal government programs and services for all eligible residents County-wide. As a general-law county, Mono County is bound by state law as to the number and duties of County elected officials. The County has five districts that are approximately equal in population with boundaries adjusted every ten years following the federal census. Policymaking and legislative authority are vested in the County Board of Supervisors (the Board). The Board provides overall direction to the County and its responsibilities include adopting the budget, approving contracts, setting policies, and passing ordinances. Board members are elected to four-year staggered terms, and each member represents one of the County's five districts. The County has three elected department heads: Assessor, District Attorney, and Sheriff-Coroner. The County Administrative Officer (CAO) appoints other department heads except for the position of County Counsel where the Board of Supervisors is the appointing authority.

The County employed 309 full-time equivalent employees in FY 2021-2022 to provide a full range of services to its residents and visitors. The County's principal functions include seven major areas: general government, public protection, public ways and facilities, health and sanitation, public assistance, education and recreation and cultural services. The State and Federal governments mandate certain minimum levels of services in the public assistance and health areas. Most services performed by the County are provided for all residents, regardless of whether those residents live in the County's one incorporated town or in the unincorporated areas. Every County resident directly or indirectly benefits from these services.

Included in the operations are various component units, which provide specific services County-wide or to distinct geographic areas within the County. The governmental reporting entity consists of the County and its component units. Component units are legally separate organizations for which the Board is financially accountable. Financial accountability is defined as the appointment of a voting majority of the component unit's governing board, and either (i) the County's ability to impose its will on the organization or (ii) the potential for the organization to provide a financial benefit to or impose a financial burden on the County. The following five component units, although legally separate entities, are part of the primary government for financial reporting purposes: Community Service Area #1 – Crowley, Community Service Area #5 – Bridgeport, Community Service Area #2 – Benton, the County of Mono Economic Development Corporation, and the Housing Authority of the County of Mono.

The County is required by State law to adopt a balanced budget by October 2 of each fiscal year. This annual budget serves as the foundation for the County's financial planning and control. Budgets are adopted for most governmental and proprietary funds. The County maintains budgetary controls to assure compliance with legal provisions embodied in the annual appropriated budget approved by the Board. Unencumbered annual appropriations lapse at year-end. The legal level of control for appropriations is exercised at the budget unit level within each fund. Appropriations beyond that level may only be adjusted during the year with approval of the Board. Management may make adjustments at their discretion below that level. Such adjustments by the Board and management are reflected in the revised budgetary data presented in the financial statements. Prior to adoption of the budgets, a public hearing is held to receive comments.

## **REQUESTS FOR INFORMATION**

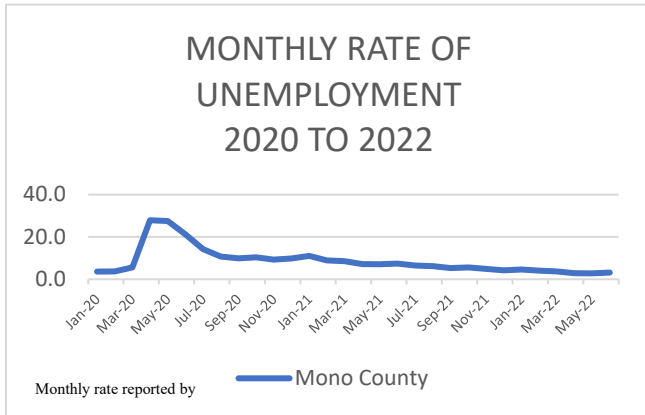
Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Mono County Finance Department, P.O. Box 556, Bridgeport, California 93517, or by email at [auditor@mono.ca.gov](mailto:auditor@mono.ca.gov).

## **FINANCIAL AND ECONOMIC INDICATORS**

### *State Government*

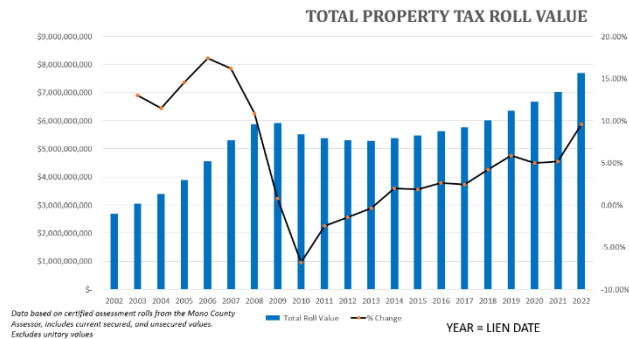
The County is a political subdivision of the State of California and as such, its government is subject to State subventions and regulations. Therefore, the County's financial health is closely tied to the financial condition of the State government. The County cannot predict whether the State will encounter budgetary difficulties in the current or future fiscal years. The County also cannot predict the impact future budgets will have on the County's finances and operations. Current and future State budgets will be affected by national and State economic conditions and other factors outside the County's control.

Mono County Economy



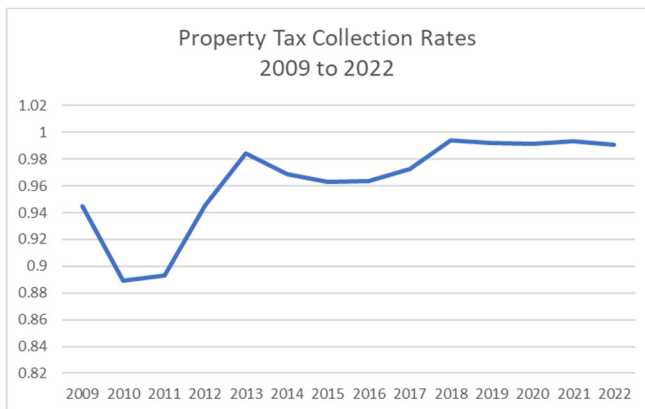
Unemployment

As of June 2022, the County's unemployment rate was 3.2% lower than previously reported prior to 2020 when the unemployment rate was 3.8% and then escalating to an all-time high of 28.2% in April 2020 because of the unprecedented actions to shut down economic activity in favor of mitigating the public health risks of the COVID-19 induced pandemic. While Mono County's unemployment rate declined to 3.2%, the California rate was higher at 4.0% and the national rate also higher at 3.6%.



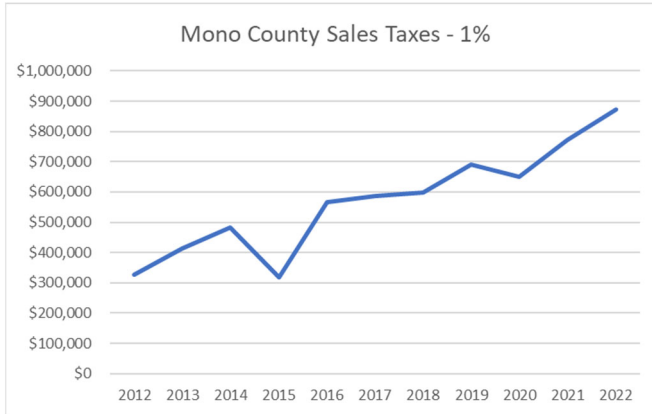
Property Tax Revenues

Property tax sourced revenue sustained steep reductions through the economic downturn of 2008 and 2009 and its aftermath, declining \$1.9 million, or 10.7%, from its peak. Since that time, assessed values now exceeds pre-2008 levels. Property and real property transfer taxes since fiscal year 2012-2013 have increased at rates between 1.96% and 5.86%. This growth continues into fiscal year 2021-2022, with assessed values being 9.54% above the previous year, far exceeding the growth in any fiscal year since 2008.



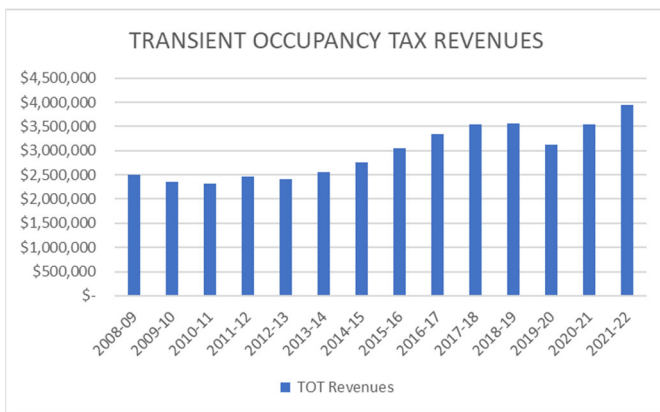
Property Tax Delinquencies

The delinquency rate associated with current secured property tax collections continues to be at all-time lows with this year's rate being slightly higher than the prior year, increasing from 0.69 at June 30, 2021 to 0.94% at June 30, 2022 and averaging 0.78% over the past five years, despite the fiscal hardships brought about by the pandemic public health measures. While this means that current year secured property tax collections are nearing 100% and tax receivable balances are at their lowest, it does indicate less delinquent property tax revenues in future years.



### Sales Tax Revenues

Sales tax collections continued its double-digit growth although at a lesser pace than the prior year. Sales tax revenues were nearly \$100,000 more than in FY 2020-21, increasing by 12.9%. The amount of sales tax reported for this fiscal year is 167% more than 10 years ago, demonstrating an increase in volume and price for retail and use sales transactions.



### Transient Occupancy Taxes

Tourism is a major economic sector in Mono County and represents an important revenue stream. The County also saw continued growth in transient occupancy tax (TOT) through 2018 with revenues leveling off in 2019 at 3.5 million, an increase of 42% since the beginning of the great recession in 2008. While Mono County experienced a TOT revenue loss of 12.30% in FY 2019-20 caused by COVID-19, these revenues have recovered to exceed previous record levels and 59% more than 10 years ago.

Program revenues essential to departments' ability to maintain public services increased overall by \$2 million, or 4.7%, for FY 2021-22. Included is nearly \$2.9 million in disaster relief funding to support the County's response to the emergent COVID-19 public health crisis, an additional \$658,549 in public health funding as the scope of health care services expanded as vaccines were distributed to the public, \$929,000 of Mental Health Services Act revenue, and \$1.2 million in State STIP – Aid for construction related to road improvements. Building permit volume and value continued to rise, continuing the trend from 2021 and previous years. Building permit trends over the past 16 years show improvement since the development "bubble" in 2006-2008. Still, the County's housing market has yet to reach pre-recession levels. Although, the County has experienced a small rise in commercial projects including the Mono County Civic Center, which was completed during this fiscal year. Yet, affordability of housing continues to be a major concern. The median price of existing single-family homes in Mono County was \$1,410,000 in 2022, 18.5% higher than in 2021.

## MAJOR INITIATIVES

The County completed several initiatives in FY 2021-2022 while maintaining core services during the year. The following highlights represent a partial list of the many accomplishments and on-going initiatives of the Mono County organization in FY 2021-2022:

- Total property tax collections remained steady at 99.06%, slightly lower from 99.31% in FY 2020-21, of total amounts billed in FY 2021-2022.
- The new Civic Center located in the Town of Mammoth was operational with 12 departments relocated here and open to the public. Early in the fiscal year, the Board of Supervisors began holding their board meetings in the new Mono Lake room on the third Tuesday of every month.

- Renewed our issuer rating of AA3 from Moody's and the credit rating of AA- long-term rating on the County's series 2018A certificates of participation with an outlook of stable.
- Continued using SB 1 gas tax funding towards execution of the 5-year road capital improvement plan, with several projects getting initiated and completed during the fiscal year.
- The County ended its emergency declaration for the Mountain View fire that occurred during Thanksgiving of 2019. Rebuilding efforts are currently underway.
- The County received a total of \$2,805,578 in American Rescue Plan Act (ARPA) funding from Federal Government of which \$88,866 has been spent to date. This funding was included in the Coronavirus State and Local Fiscal Recovery Funds program, providing resources for state and local governments to fight the pandemic and support families and businesses struggling with its public health and economic impacts, maintain vital public services, and build strong, resilient, and equitable recovery by making investments that support long-term growth and opportunity.

## **ACCOUNTING AND BUDGETARY POLICIES**

The County maintains accounting controls, which are designed to safeguard assets, and the reliability of financial records for financial statement presentation. These controls include systems of authorization and approval, separation of duties, physical control, and custody over assets.

Internal accounting controls are designed to provide reasonable, but not absolute, assurance regarding the safeguarding of assets against loss from unauthorized use or disposition and the reliability of financial records for preparing financial statements and maintaining accountability for assets. The concept of reasonable assurance recognizes that the cost of a control should not exceed the benefits likely to be delivered and the evaluation of costs and benefits requires estimates and judgments of management. All internal control evaluations occur within this framework. We believe that the County's internal accounting controls adequately safeguard assets and provide reasonable assurance of proper recording of financial transactions.

The County's budget must balance expenditure appropriations with resources. Any deviation from a balanced budget is not permitted by the California State Government Code, which states: "In the recommended, adopted and final budgets the funding sources shall equal the financing uses" (Government Code 29009). The County establishes a general reserve account striving to maintain a balance at 5% to 15% of annual general fund expenditures. The general reserve is available upon adoption of a resolution by the Board of Supervisors for spending related to natural disasters, public health crisis, destruction of public facilities and other calamities. With the fiscal year 2016-17, the County established an economic stabilization reserve within the General Fund balance for the purpose of accumulating resources to offset future revenue losses during the next recession. The balance of the reserve on June 30, 2022 is \$5,466,806. A contingency appropriation of 1% of General Fund appropriations is included in each year's budget to accommodate unexpected increases in expenditures, which could not have reasonably been anticipated at the time the budget was developed.

The objectives of the County's debt policy include using debt when appropriate and at levels the County can afford. Long-term debt is not to be used to finance ongoing operational costs. Before considering debt financing, other sources of funding such as pay as you go or grant funding is explored. The County uses self-supporting debt first before considering general fund obligated debt. Annual debt service, excluding self-supporting debt, is limited to 7% of annual general fund discretionary revenue. Efforts are undertaken to maintain and improve the County's bond ratings so borrowing costs are minimized and access to credit is preserved.

Cash temporarily idle during the fiscal year was invested with the County Treasury pooled cash. This investment pool is composed of deposits and investments allowed by California Government Code and the Mono County investment policy. The pooled investment concept allows the various funds within the County Treasury to earn interest based on their average daily cash balance. The County, pursuant to the adopted investment policy, invested in United States Government Agency Obligations, California Municipalities, Negotiable Certificates of Deposit (CD), Corporate Bonds and the State Local Agency Investment Fund (LAIF).

## **PROSPECTS FOR THE FUTURE**

Mono County continues to balance moderate increases in tax revenues against keeping up with the costs of providing services. The annual growth in property values since 2014 has averaged 4.29% annually while growth in salaries and benefits, the County's largest class of expenditure, grows at an average 5% to 6%. Efforts are underway to fiscally manage this gap. Federal and State revenues have remained steady, in part because the state backfilled the loss of realignment revenues and California's highly progressive tax rate structure ensured intergovernmental state revenues remained available during a period in which health and public assistance services were in high demand. However, budget challenges are ahead. The County expects increases in personnel costs resulting from salary alignment with the market, the desire to recruit and retain employees, and higher cost of living conditions, health care premium increases, and escalation of required pension retirement contributions.

## **ACKNOWLEDGMENTS**

The preparation of this ACFR was achieved through the combined efforts of numerous individuals. We are especially grateful to the Finance Department staff for their outstanding efforts and many hours which helped us further our objectives of timely and accurate financial reporting. We would also like to thank all the County departments who participated in its preparation and the Board for its leadership, responsibility, and action that ensure the general fiscal health and integrity of the County.

Respectfully submitted this 9th day of May 2023,



JANET DUTCHER, CPA, CGFM, MPA  
Finance Director  
County of Mono, CA

# MONO COUNTY ELECTORATE

## BOARD OF SUPERVISORS

COUNTY ADMINISTRATION  
Robert Lawton

COUNTY COUNSEL  
Stacey Simon

ASSESSOR  
Barry Beck

DISTRICT ATTORNEY  
Tim Kendall

Victim-Witness

SHERIFF  
Ingrid Braun

Boating

Coroner

Court Security

Emergency Services

Jail

Search & Rescue

ANIMAL SERVICES  
Malinda Huggans

CLERK-RECORDER  
Sheereen Dedman

ECONOMIC DEVELOPMENT  
Alicia Vennos

INFORMATION TECHNOLOGY  
Nate Greenberg

PROBATION  
Karin Humiston

PUBLIC WORKS  
Tony Dublino

BEHAVIORAL HEALTH  
Robin Roberts

COMMUNITY DEVELOPMENT  
Wendy Sugimura

FINANCE  
Janet Dutcher

EMERGENCY MEDICAL SERVICES  
Chris Mokracek

PUBLIC HEALTH  
Bryan Wheeler

SOCIAL SERVICES  
Kathy Peterson

Human Resources  
Risk Management

Mental Health Services Act  
Alcohol and Other Drug Services

Elections  
Clerk of the Board

Building Inspection  
CDBG  
Housing

Code Enforcement  
Geothermal  
Planning

Auditor-Controller  
Treasurer-Tax Collector

Tourism  
Fish Enhancement

Adult Probation  
Juvenile Probation

Environmental Health  
Bioterrorism  
Health Education

Campgrounds  
Engineering  
Motor Pool  
Solid Waste

Capital Improvement  
Facilities  
Road  
Zones of Benefit

ETR  
Foster Care  
General Relief

**County Of Mono**



**COUNTY OF MONO**  
**DIRECTORY OF PUBLIC OFFICIALS**  
As of June 30, 2022

DEPARTMENT	DEPARTMENT OFFICIAL
<b>ELECTED OFFICIALS</b>	
Board of Supervisors	
District #1	Jennifer Kreitz
District #2	Rhonda Duggan, Vice-Chair
District #3	Bob Gardner, Chair
District #4	John Peters
District #5	Stacy Corless
Assessor	Barry Beck
District Attorney	Tim Kendall
Sheriff-Coroner	Ingrid Braun
Combined Court	Mark G. Magit
Superintendent of Schools	Stacey Adler, PH.D
<b>APPOINTED OFFICIALS</b>	
Animal Services Director	Malinda Huggans
County Administrative Officer	Robert Lawton
County Counsel	Stacey Simon
Behavioral Health Director	Robin Roberts, MFT
Clerk-Recorder/Clerk of the Board	Scheereen Dedman
Community Development Director	Wendy Sugimura
Economic Development Director	Jeff Simpson
EMS Chief	Chris Mokracek
Finance Director	Janet Dutcher, CPA, CGFM, MPA
Health Officer	Dr. Caryn Slack
Information Technology Director	Nate Greenberg
Probation Chief	Karin Humiston, PH.D.
Public Health Director	Bryan Wheeler, RN, MSN, PHN
Public Works Director	Paul Roten
Social Services Director	Kathy Peterson, MPH



**FINANCIAL SECTION**

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## INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors  
of the County of Mono  
Bridgeport, California

### Report on the Audit of the Financial Statements

#### **Opinions**

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the County of Mono, California (the County) as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the County's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the County, as of June 30, 2022, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

#### **Basis for Opinions**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the County and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

#### **Change in Accounting Principle**

As described in Note 1 to the financial statements, in 2022, the County adopted new accounting guidance, GASB Statement No. 87, Leases. Our opinion is not modified with respect to this matter.

#### **Responsibilities of Management for the Financial Statements**

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the County's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

## ***Auditor's Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the County's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

## ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, schedule of changes in net pension liability and related ratios – agent multiple employer plan, schedule of pension plan contributions – agent multiple employer plan, schedule of proportionate share of the net pension liability and related ratios as of the measurement date and schedule of contributions – cost sharing multiple employer plan, schedule of changes in net OPEB liability and related ratios, schedule of OPEB contributions, and budgetary comparison information as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

## ***Supplementary Information***

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the County's basic financial statements. The accompanying combining and individual nonmajor fund financial statements are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other

additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

**Other Information**

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

**Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated March 15, 2023, on our consideration of the County's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the County's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering County's internal control over financial reporting and compliance.

*Price Pange & Company*

Clovis, California  
March 15, 2023

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## **MANAGEMENT'S DISCUSSION AND ANALYSIS**

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## COUNTY OF MONO

### Management's Discussion and Analysis June 30, 2022

The management of the County of Mono (County) offers readers of the County's Annual Comprehensive Financial Report (ACFR) this narrative overview and analysis of the financial activities of the County for the fiscal year ended June 30, 2022. It should be read in conjunction with the transmittal letter at the front of this report and the County's basic financial statements following this section.

#### FINANCIAL HIGHLIGHTS

- The County's net position was \$49,144,266 on June 30, 2022, and increased from the prior year by \$14,991,151, or 43.89%. This increase represents the degree to which revenues exceeded expenses, an indication that the County's position is improving. The County's cash position on June 30, 2022 improved by \$12.1 million.
- The County's overall assets and deferred outflows exceeded its liabilities and deferred inflows at the close of the most recent fiscal year by \$49,144,266 (net position). Of this amount, \$44,530,199 is invested in capital assets net of related debt. These capital assets are used to provide services to citizens and are not available for future spending. Restricted net position of \$44,213,601 is subject to external restrictions on their use and are available to meet the County's ongoing obligations related to programs having external restrictions. This leaves an unrestricted net deficit of \$39,599,555.
- As of June 30, 2022, the County's governmental funds reported combined ending fund balances of \$65,199,086, an increase of \$13,828,331, or 26.92%, including prior period adjustments, in comparison with the prior year. Amounts available for spending in future years include restricted, committed, assigned and unassigned fund balances, which represent 99.30% of total ending fund balance. Of this amount, \$42,207,569 is restricted by law or externally imposed requirements, \$1,334,622 is committed for specific purposes and \$4,896,364 is assigned for specific purposes based on the intent of the Board of Supervisors or management.
- At the end of the current fiscal year, unassigned fund balance for the governmental type funds was \$16,305,296, or 25.01% of total governmental fund balance, a 44.34% increase in unassigned fund balance from last year.
- At the end of the fiscal year, unassigned fund balance for the General Fund, by far the County's largest fund, was \$16,947,790, or 47.44% of total General Fund expenditures.

#### OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as an introduction to the County's basic financial statements. The County's basic financial statements are comprised of three components: (1) government-wide financial statements, (2) fund financial statements, and (3) notes to the basic financial statements. Required supplementary information is included in addition to the basic financial statements. This report also includes supplementary information intended to furnish additional detail to support the basic financial statements themselves.

#### Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the County's finances, using accounting methods like those of a private-sector business, that is, using the accrual basis of accounting. The financial statements demonstrate Mono County's accountability by showing the extent to which it has met operating objectives efficiently and effectively, using all resources available, and whether it can continue to do so. These statements provide both long-term and short-term information about the County's overall financial status.

The **Statement of Net Position** presents information on all the County's assets, liabilities, and deferred inflows/outflows of resources, with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the County is improving or deteriorating.

## COUNTY OF MONO

### Management's Discussion and Analysis June 30, 2022

The ***Statement of Activities*** presents information on expenses and revenues to show how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues are reported as soon as earned and expenses are reported as soon as incurred even though the related cash flows may not take place until future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

Both government-wide financial statements distinguish functions of the County that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the County include general government, public protection, public ways and facilities, health and sanitation, public assistance, education, and recreation. The business-type activities include the solid waste program, airports, cemeteries, and campgrounds. The County has four internal service funds: insurance, motor pool, copier pool and computer replacement. These internal service funds are considered governmental activities.

### Fund Financial Statements

The fund financial statements provide a narrower view of the County's finance. Fund accounting is utilized to evidence accountability by demonstrating compliance with finance related legal requirements, including budgetary decisions and grant requirements. A fund is a grouping of related accounts that are used to maintain control over resources that have been segregated for specific activities or purposes stipulated by laws, regulations, or policies. The funds of the County are divided into three categories: governmental, proprietary, and fiduciary.

**Governmental funds** are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental funds balance sheet and the governmental funds statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The County maintains 25 individual governmental funds. On the financial statements for governmental funds, information is presented separately for five major funds: General Fund, the Road Fund, the Realignment Fund, the Mental Health Services Act Fund, and the Public Health Fund. Data from the other non-major governmental funds are aggregated into a single column. However, data for each of these non-major governmental funds is provided in the combining statements located in the Other Supplementary Information section of this report.

The County adopts an annual appropriated budget for its operating funds. A budgetary comparison schedule is provided for the County's General Fund and each of its major special revenue funds to demonstrate compliance against this budget.

**Proprietary funds** provide the same type of information as the government-wide financial statements, only in more detail. The County maintains two different types of proprietary funds: enterprise funds and internal service funds.

Enterprise funds are included in the government-wide financial statements as business-type. The County uses enterprise funds to account for its solid waste program, airports, cemeteries, and campground funds. The solid waste program is reported as a

## COUNTY OF MONO

### Management's Discussion and Analysis June 30, 2022

major fund and the airports, cemeteries, and campground funds are aggregated into a single column with data on each of these non-major enterprise funds being provided in the combining statements located in the Other Supplementary Information section of this report.

Internal service funds are included in the government-wide financial statements under governmental activities as they predominantly benefit governmental rather than business-type functions. These funds are used to accumulate and allocate costs internally among the County's various internal functions. The County uses internal service funds to account for its motor pool, copier pool, insurance pool, and tech refresh (computer replacement) pool. All internal service funds are combined into a single, aggregated presentation in the proprietary fund financial statements. Individual fund data for these funds is provided in the form of combining statements elsewhere in this report.

**Fiduciary funds** account for resources held for the benefit of parties outside the county government such as special districts and schools. Fiduciary funds are not reflected in the government-wide financial statement because the resources of those funds are not available to support the County's programs. The accounting used for fiduciary funds is like that used for proprietary funds. Fiduciary funds report the external portion of the Treasurer's investment pool and various custodial funds.

#### Notes to the Basic Financial Statements

The notes to the basic financial statements provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

#### Other Information

In addition to the basic financial statements and accompanying notes, this report presents certain required supplementary information (RSI) that includes budgetary comparisons for the General Fund and the major special revenue funds. The schedule of changes in net pension liability, schedule of the County's retirement plan contributions, schedule of changes in net OPEB liability, and schedule of the County's OPEB contributions are also presented as RSI.

The combining statements referred to earlier in connection with non-major governmental funds, non-major enterprise funds, and internal service funds are presented immediately following the required supplementary information.

Following the combining statements, an unaudited statistical section is presented for the benefit of the readers of the ACFR. The objectives of the statistical section information are to provide financial statement users with additional historical perspective, context, and detail to assist in using the information in the financial statements, notes to the financial statements, and required supplementary information to understand and assess a government's economic condition.

### GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of a government's financial condition. Prior year assets and liabilities are shown below for the purpose of providing comparative data on a government-wide level.

**COUNTY OF MONO**

**Management's Discussion and Analysis  
June 30, 2022**

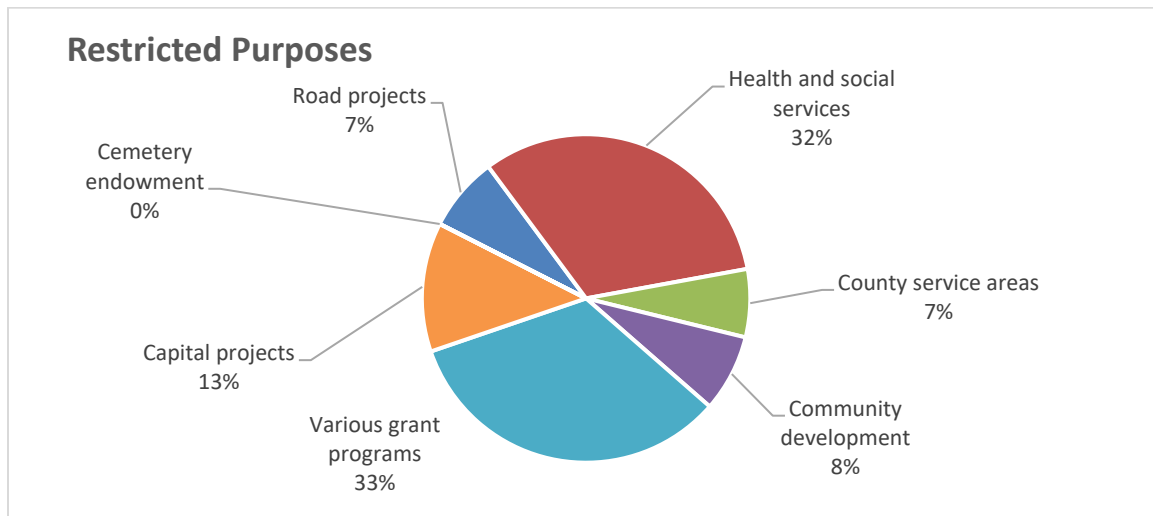
**Condensed Statement of Net Position**

	Governmental Activities		Business-Type Activities		Total	
	2022	2021	2022	2021	2022	2021
Current and other assets	\$ 85,608,359	\$ 70,537,801	\$ 7,857,887	\$ 7,807,807	\$ 93,466,246	\$ 78,345,608
Capital assets	62,141,807	60,840,094	5,006,362	5,397,103	67,148,169	66,237,197
Total Assets	<u>147,750,166</u>	<u>131,377,895</u>	<u>12,864,249</u>	<u>13,204,910</u>	<u>160,614,415</u>	<u>144,582,805</u>
Deferred outflows of resources	15,655,649	16,272,166	171,717	194,237	15,827,366	16,466,403
Current and other liabilities	8,511,059	8,926,638	120,537	258,753	8,631,596	9,185,391
Long term liabilities	75,732,012	95,852,244	15,506,299	15,947,974	91,238,311	111,800,218
Total Liabilities	<u>84,243,071</u>	<u>104,778,882</u>	<u>15,626,836</u>	<u>16,206,727</u>	<u>99,869,907</u>	<u>120,985,609</u>
Deferred inflows of resources	27,127,876	5,910,484	299,732	--	27,427,608	5,910,484
Net investment in capital assets	39,523,837	38,886,628	5,006,362	5,397,103	44,530,199	44,283,731
Restricted	44,208,583	37,278,672	5,039	4,648	44,213,622	37,283,320
Unrestricted	<u>(31,697,552)</u>	<u>(39,204,605)</u>	<u>(7,902,003)</u>	<u>(8,209,331)</u>	<u>(39,599,555)</u>	<u>(47,413,936)</u>
Total Net Position	<u>\$ 52,034,868</u>	<u>\$ 36,960,695</u>	<u>\$ (2,890,602)</u>	<u>\$ (2,807,580)</u>	<u>\$ 49,144,266</u>	<u>\$ 34,153,115</u>

The County's net position was \$49,144,266 as of June 30, 2022, an increase of \$14,991,151, or 43.89%, during the fiscal year.

*Investment in capital assets net of related debt* of \$44,530,199 reflects the County's investment in capital assets (i.e. its land, structures and improvements, infrastructure and equipment), less any related outstanding debt used to acquire those assets. The County uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the County's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

*Restricted net position* represents resources that are subject to external restrictions on how they may be used. The County's restricted net position of \$44,213,622 is comprised of the following resources:



During the fiscal year ended June 30, 2022, restricted net position increased \$6,930,302 or 18.59%. The increase in restricted net position results from the accumulation of restricted intergovernmental resources with the spending of those proceeds not occurring until following years. Contributing to the increase in restricted net position is \$2.7 million in unspent disaster related

## COUNTY OF MONO

### Management's Discussion and Analysis June 30, 2022

relief funding, unspent debt proceeds of \$5,603,234 restricted for the County's replacement jail facility, unspent SB 1 revenues of \$1,242,521 restricted to road projects delayed into the next fiscal year, and \$1.6 million of unspent realignment funding.

*Unrestricted net position* (deficit) is (\$39,599,555) or (80.58%) of total net position. Primarily, the deficit is due to the financial reporting of liabilities associated with pensions and other postemployment benefits, and the accrual of the closure/post-closure liability. Together, these liabilities totaled \$54.7 million on June 30, 2022, representing 34.08% of total assets and 59.99% of total outstanding debt.

The following table presents the activities that accounted for the changes in net position for governmental and business-type activities. The Primary Government (Governmental and Business-type activities) reported an increase in net position of \$14,991,151, or 30.5%, to \$49,144,266 for the year ended June 30, 2022. Of this increase, \$16,620,161 results from current year activities and (\$1,629,010) results from restatements to prior year activities.

#### Statement of Activities

	Governmental Activities		Business-Type Activities		Total	
	2022	2021	2022	2021	2022	2021
<b>Program revenues:</b>						
Fees, Fines & Charges for Services	\$ 8,410,827	\$ 9,121,462	\$ 3,020,526	\$ 3,128,064	\$ 11,431,353	\$ 12,249,526
Operating grants	32,364,132	30,810,308	20,000	40,000	32,384,132	30,850,308
Capital grants	1,397,379	67,166	--	--	1,397,379	67,166
<b>General revenues:</b>						
Property taxes	26,782,286	24,916,498	--	--	26,782,286	24,916,498
Sales and use taxes	871,842	819,440	--	--	871,842	819,440
Other taxes	4,000,935	3,828,782	--	--	4,000,935	3,828,782
Interest/Investment earnings	838,257	754,061	93,009	95,551	931,266	849,612
Total Revenues	74,665,658	70,317,717	3,133,535	3,263,615	77,799,193	73,581,332
<b>Expenses:</b>						
General government	12,092,103	11,875,659	--	--	12,092,103	11,875,659
Public protection	20,288,006	21,697,951	--	--	20,288,006	21,697,951
Public ways and facilities	5,288,478	4,929,184	--	--	5,288,478	4,929,184
Health and Sanitation	12,856,366	12,461,818	--	--	12,856,366	12,461,818
Public assistance	6,187,790	5,731,948	--	--	6,187,790	5,731,948
Education	47,777	44,925	--	--	47,777	44,925
Recreation and culture	325,846	318,987	--	--	325,846	318,987
Interest and fiscal charges	876,109	880,331	--	--	876,109	880,331
Solid Waste Landfill	--	--	2,835,010	4,283,271	2,835,010	4,283,271
Airport	--	--	339,667	394,704	339,667	394,704
Campgrounds	--	--	35,618	33,564	35,618	33,564
Cemeteries	--	--	6,262	3,137	6,262	3,137
Total Expenses	57,962,475	57,940,803	3,216,557	4,714,676	61,179,032	62,655,479
Change in net position before transfers	16,703,183	12,376,914	(83,022)	(1,451,061)	16,620,161	10,925,853
Transfers	--	(37,000)	--	37,000	--	--
Change in net position	16,703,183	12,339,914	(83,022)	(1,414,061)	16,620,161	10,925,853
Net position - beginning	36,960,695	25,401,864	(2,807,580)	(1,393,519)	34,153,115	24,008,345
Prior period adjustments	(1,629,010)	(781,083)	--	--	(1,629,010)	(781,083)
Net position - beginning, as restated	35,331,685	24,620,781	(2,807,580)	(1,393,519)	32,524,105	23,227,262
Net position, ending	\$ 52,034,868	\$ 36,960,695	\$ (2,890,602)	\$ (2,807,580)	\$ 49,144,266	\$ 34,153,115

### Analysis of Governmental Activities

Governmental Activities increased the County's net position by \$16,703,183 before transfers and prior period restatements, an increase of \$4,363,269, or 35.36%, over the prior year. Nearly all of this increase results from revenues with spending remaining relatively flat. Of the revenue increases attributable to governmental activities, property taxes accounts for 42.91% and grants

# COUNTY OF MONO

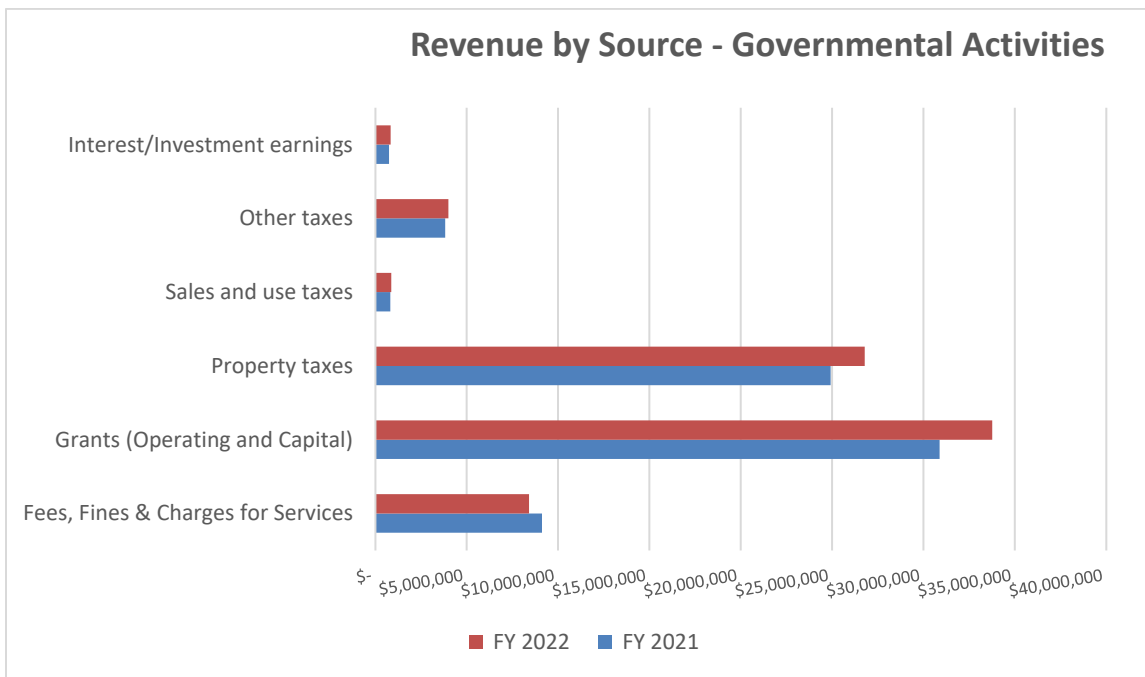
## Management's Discussion and Analysis June 30, 2022

account for 9.34% of the combined growth in revenues. Business-type activities contributed to a decrease in net position of \$83,022 before transfers and prior period restatements, showing an improvement of \$1,331,039, or 94.28%, when compared to the prior year. Of the decrease in net position for business-type activities for the fiscal year ended June 30, 2022, airports posted a loss of \$336,048 while the remaining three activities collectively had a surplus of \$248,238.

**Revenues:** Revenues for the County's governmental activities had an overall increase from the prior year of \$4,347,941, or 6.18%, to \$74,665,658. Revenues are divided into two categories: Program Revenues and General Revenues.

*Program Revenues* includes revenues such as fees, fines, and charges for services as well as operating and capital grants. Program revenues increased overall by \$2,173,402, or 5.15%, from the prior year to \$42,172,338. As a political subdivision of the state, nearly all the County's program revenues finance mandated services such as public assistance, health, and behavioral health services, representing 45% of the County's funding for governmental activities. Program revenues to support public protection activities account for another 25%.

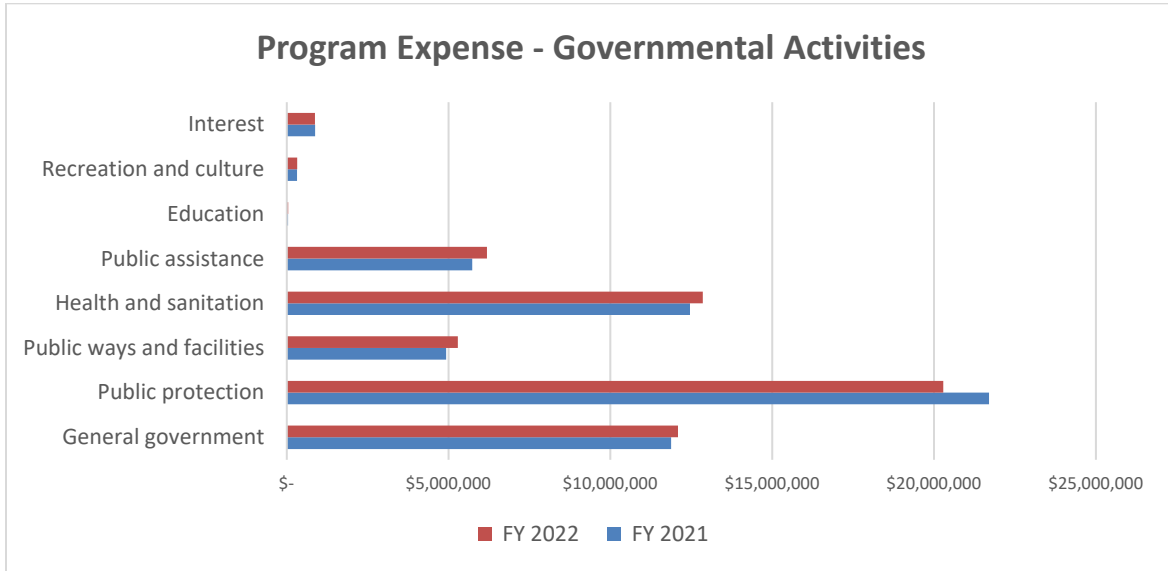
*General Revenues* include property taxes, sales and use taxes, other taxes, and interest/investment earnings. General revenues increased by \$2,174,539, or 7.17%, from the prior year to \$32,493,320. These revenues support discretionary spending at the direction of the Board of Supervisors and support basic public safety services that include sheriff, probation, paramedics, and district attorney, in addition to general administration, clerk and records, community development, public works, and economic development activities.



**Expenses:** Governmental activities spending increased by \$21,672, or 0.04%. Because the County primarily provides public services, its major cost element is salaries and benefits, totaling \$40,291,470, or 69.51%, of all governmental activities spending for the fiscal year. Salary and benefits increased by \$1,571,773, or 4.06%. The other major cost element is services and supplies, totaling \$14,405,330, or 24.85% of all governmental activities spending for the fiscal year. Services and supplies decreased by \$2,127,053, or 12.87%.

**COUNTY OF MONO**

**Management's Discussion and Analysis  
June 30, 2022**



**Analysis of Business-Type Activities**

Business-type activities change in net position before transfers was a deficit of \$83,022 as of June 30, 2022. Changes in revenues for the County's Business-Type Activities declined by 4% from the prior year of \$3,263,615 before transfers, to \$3,133,535. Expenses decreased over the prior year by \$1,498,119, or 31.78%, to \$3,216,557. Of the overall decrease in expenses, 84.3% is from Solid Waste closure costs.

**FINANCIAL ANALYSIS OF THE GOVERNMENT'S FUNDS**

As noted earlier, the County uses fund accounting to ensure and demonstrate compliance with budgetary and legal requirements.

**Governmental funds**

The County's general governmental functions are contained in the General Fund, Special Revenue, Capital Project, and Debt Service Funds. The focus of the County's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the County's financing requirements. In particular, unassigned fund balance may serve as a useful measure of the County's net resources available for spending at the end of the fiscal year.

**COUNTY OF MONO**

**Management’s Discussion and Analysis  
June 30, 2022**

**Net Change in Fund Balance  
Governmental Funds**

	FY 2022	FY 2021	\$ Change	% Change
Fund balance, beginning of year	\$ 51,370,755	\$ 43,288,139	\$ 8,082,616	18.67%
Revenues	72,558,939	68,806,814	3,752,125	5.45%
Expenditures	(63,058,585)	(59,406,259)	(3,652,326)	6.15%
Other financing sources and uses	5,974,988	(536,855)	6,511,843	-1212.96%
Prior period adjustment	(1,647,011)	(781,084)	(865,927)	n/a
Fund balance, end of year	<u>\$ 65,199,086</u>	<u>\$ 51,370,755</u>	<u>\$ 13,828,331</u>	<u>26.92%</u>
Unrestricted fund balance (includes committed, assigned, and unassigned fund balance)	<u>\$ 22,536,282</u>	<u>\$ 14,824,399</u>	<u>\$ 7,711,883</u>	<u>52.02%</u>
% of fund balance which is unrestricted	34.57%	28.86%		

On June 30, 2022, the County’s governmental funds reported combined ending fund balances of \$65,199,086, an increase of \$13,828,331, or 26.92%, in comparison with the prior year (for more information see Note 9 – Net Position/Fund Balances).

Unrestricted fund balance represents 34.57% (an increase over last year) of the total governmental fund balance, which may be used to meet the County’s ongoing obligations to citizens and creditors. Of this amount, \$1,334,622 is committed by resolutions of the Board of Supervisors, \$4,896,364 is assigned to various purposes, leaving \$16,305,296 unassigned on June 30, 2022 and represents the residual classification for the General Fund and negative amounts from other government funds, if any. The restricted fund balance, \$42,207,569, consists of amounts with constraints put in place by externally imposed creditors, grantors, laws, regulations, or enabling legislation. The remainder of fund balance, \$455,235, is not in spendable form, such as inventories, prepaid expenses, and advances made to other funds.

The following table presents the amount of governmental fund revenues, by type, and showing increases and decreases from the prior year.

	FY 2022		FY 2021		Increase (Decrease)	
	Amount	% of Total	Amount	% of Total	Amount	% of Change
Taxes	\$ 31,692,961	43.68%	\$ 29,564,720	42.97%	\$ 2,128,241	7.20%
Licenses and permits	703,329	0.97%	660,632	0.96%	42,697	6.46%
Fines, forfeitures and penalties	878,880	1.21%	1,100,035	1.60%	(221,155)	-20.10%
Use of money and property	849,659	1.17%	768,033	1.12%	81,626	10.63%
Intergovernmental	32,641,105	44.99%	30,570,202	44.43%	2,070,903	6.77%
Charges for services	5,221,978	7.20%	5,292,678	7.69%	(70,700)	-1.34%
Other revenues	571,027	0.79%	850,514	1.24%	(279,487)	-32.86%
	<u>\$ 72,558,939</u>	<u>100.00%</u>	<u>\$ 68,806,814</u>	<u>100.00%</u>	<u>\$ 3,752,125</u>	<u>5.45%</u>

Reasons for changes in specific revenue sources for government funds is summarized below:

- Property tax revenues (secured, unsecured, unitary, delinquencies, and excess ERAF) increased by \$1,844,920, or 8.22%. Most of this growth is from the current secured roll and includes inflationary valuation adjustments of 2% under Proposition 13, increases in base year valuations resulting from real estate transfers, and new construction.
- Public Health reported an increase in intergovernmental revenues of \$658,549, or 21.46% more than the previous year. Additional grant revenues primarily result from initiation of programs designed to assist local governments mitigate the effects of COVID-19.



## COUNTY OF MONO

### Management's Discussion and Analysis June 30, 2022

- Pandemic related revenues from the federal government increased by \$956,880, or 48.66%, when compared to the prior fiscal year. In the previous year, the County received CARES Act funding of \$1,408,234. In the current fiscal year, the County recognized all of its American Rescue Plan Act (ARPA) funding of \$2,805,578. In March of 2022, the County elected the \$10 million revenue loss standard allowance resulting in all of this funding being considered as recovery of lost revenue over the pandemic years.
- The County received \$1,215,882 as reimbursement from the State STIP – Aid for Construction related to road improvements, increasing from \$67,166 in the previous fiscal year.

The following table presents the amount of governmental fund expenditures, by function, and showing increases and decreases from the prior year.

	FY 2022		FY 2021		Increase (Decrease)	
	Amount	% of Total	Amount	% of Total	Amount	% of Change
General government	\$ 12,368,511	19.61%	\$ 11,317,349	19.05%	\$ 1,051,162	9.29%
Public protection	21,027,310	33.35%	21,410,534	36.04%	(383,224)	-1.79%
Public ways and facilities	5,998,395	9.51%	5,997,786	10.10%	609	0.01%
Health and sanitation	13,875,540	22.00%	12,560,064	21.14%	1,315,476	10.47%
Public assistance	6,813,343	10.80%	5,750,137	9.68%	1,063,206	18.49%
Education	47,777	0.08%	44,925	0.08%	2,852	6.35%
Recreation	200,417	0.32%	170,437	0.29%	29,980	n/a
Debt service	1,488,040	2.36%	1,426,854	2.40%	61,186	4.29%
Capital outlay	1,239,252	1.97%	728,173	1.23%	511,079	70.19%
	<u>\$ 63,058,585</u>	<u>100.00%</u>	<u>\$ 59,406,259</u>	<u>100.00%</u>	<u>\$ 3,652,326</u>	<u>6.15%</u>

Reasons for changes in specific spending purposes for governmental funds is summarized below:

- Salaries and other compensation increased by \$1,787,051, or 4.68%, from the prior year. Increases are the result of filling vacant positions, the addition of new positions, step increases, and scheduled cost of living increases according to negotiated, or union and employment contracts.
- Employee benefits increased by \$854,950, or 6.1%, from the prior year. Of this increase, health care and pension accounted for most of the increase with health care rising by \$240,085 and pension by \$820,878. All other benefit costs decreased.
- The County contracts with a variety of outside vendors and service providers. The cost of these services was \$1,331,128, or 37.3%, higher than the prior year. These increases are the result of one-time studies and outsourcing of grant funded program services as well as inflationary vendor price escalations.
- Construction of the new Civic Center in Mammoth Lakes finished construction in early 2022, incurring additional capital outlay of \$215,634. In 2022, activities restarted to construct the County jail replacement facility, reporting capital outlay of \$989,699. Overall, construction costs increased by \$735,409, or 50.21%, in FY 2021-22.,

### General Fund

The General Fund is the main operating fund of the County. On June 30, 2022, unassigned fund balance of the general fund was \$16,947,790 while total fund balance was \$19,497,779. As measures of this fund's liquidity, it is useful to note that unassigned fund balance represents 47.44% of total general fund expenditures, while total fund balance represents 54.58% of that same amount. Fund balance liquidity improved 12.83% and 8.77%, respectively, from the previous fiscal year.

## COUNTY OF MONO

### Management's Discussion and Analysis June 30, 2022

#### ***Other Major Governmental Funds***

As compared with the prior year, the total fund balances of the remaining major governmental funds increased by \$2,331,649, or 10.95%, to \$23,620,666, with the following significant changes:

- The Mono County Civic Center Capital Project fund concluded most of the construction of the Civic Center in the previous fiscal year, and consequently, the fund no longer is reported as major.
- The Realignment Fund had a fund balance of \$12,487,260 which was all restricted. This was a \$1,626,884 increase over the prior year.
- The Mental Health Services Act Fund had a fund balance of \$7,489,967 of which \$7,487,677 was restricted and represents a decrease of \$44,570 over the prior year.
- The Road Fund had a fund balance of \$3,178,108, of which \$259,407 was not spendable because it represents inventory, and the remainder was restricted. Fund balance improved significantly, increasing by \$1,260,677. The increase results from increased revenues of \$1,538,376, as the economy continued to recover from the pandemic induced recession with higher gas tax and S.B. 1 revenues.
- The Public Health Fund experienced a decrease in fund balance of \$511,342, or 52.35%, primarily because of a delay in recognition of revenues received after the end of the availability period for expenditures incurred prior to the end of the fiscal year. The fund had a fund balance of \$465,431 of which \$458,186 is restricted.

#### ***Proprietary Funds***

The County's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail. Enterprise funds include the solid waste program, airport fund, cemetery fund and campground fund. Additionally, there are four internal service funds that are presented in aggregate: Motor Pool, Copier Pool, Tech Refresh Pool and Insurance Pool. Factors affecting the financial results of these funds were discussed earlier in the business-type activities of Mono County.

- The total net position of County enterprise funds decreased by \$83,022 after transfers, which is an improvement of \$1,331,039 over last year's decrease caused primarily because of a change in the closure / postclosure liability estimate. The solid waste enterprise fund, the County's only major enterprise fund, increased their net position by \$232,968, ending the fiscal year with a net deficit position of \$7,254,802.
- The total net position of internal service funds increased by \$1,001,490 from \$8,643,102 to \$9,644,592 primarily due to an increase in charges for services that resulted from rate recalculations, which includes a component to fund replacement of capital assets in the future and the capitalization of current replacement assets for use in future operations.

#### **General Fund Budgetary Highlights**

The Board adopted the County's budget for FY 2022-23 on June 15, 2021.

This initial adopted budget allowed for revenues of \$40,280,282 and expenditures of \$41,480,281, for a budget deficit of \$1,199,999. The gap was met through use of prior year fund balance. During the fiscal year, budget adjustments resulted in an overall decrease to fund balance in the General Fund of \$3,167,171, with the most significant being transfers of \$2,160,964 to general fund reserve accounts. As of June 30, 2022, the final budget for general fund revenues was \$40,730 and expenditures, \$43,897,189. The overall budget changes throughout the fiscal year for the general fund resulted in an increase of \$449,736 in revenues and an increase in expenditures of \$2,416,908.

**COUNTY OF MONO**

**Management's Discussion and Analysis  
June 30, 2022**

**CAPITAL ASSETS AND DEBT ADMINISTRATION**

**Capital Assets**

The County's investment in capital assets for its Governmental Activities, as of June 30, 2022, totals \$67,148,169 (net of accumulated depreciation and amortization). This investment in capital assets includes land, structures and improvements, equipment, infrastructure, leased right-to-use assets, and construction in progress. The total increase in the County's governmental net investment in capital assets for the current period was \$1,075,111, or 1.76% (net of accumulated depreciation). Note that the prior year governmental capital assets, net of depreciation and amortization, was restated to include right-to-use leased assets having a net book value of \$226,602, net of accumulated amortization. During the fiscal year, the County implemented Government Accounting Standards Board (GASB) Statement No. 87, which requires leased assets to be capitalized and amortized over the life of the lease or the useful life of the asset, whichever is shorter. Previously, the annual lease payments were expensed as incurred with no capitalization of the underlying leased assets. Current depreciation and amortization for governmental type funds is \$3,434,707. Business-type function assets had a decrease of \$390,741, or 7.24%. Current depreciation for business-type activities is \$398,217, and total assets net of depreciation is \$5,006,362.

The County both purchases and constructs capital assets throughout the year. When a capital project will be completed in a subsequent fiscal year, related current year expenditures are recorded as construction in progress (CIP). In the year of completion, a project's CIP is allocated to the appropriate capital asset classification(s). As of June 30, 2022, the ending CIP balance was \$5,243,539, which includes \$3,394,475 of new project costs added and \$2,130,393 of completed projects. More detailed discussion can be found in Note 4 in the Notes to the Financial Statements section in this report.

**Capital and Right-to-use Leased Assets (Net of Depreciation)**

	Governmental Activities		Business-Type Activities		Total	
	2022	2021*	2021	2021	2022	2021
Land	\$ 6,793,617	\$ 6,793,617	\$ 328,423	\$ 328,423	\$ 7,122,040	\$ 7,122,040
Land easements	10,586	--	--	--	10,586	--
Construction in progress	5,243,539	4,010,219	--	--	5,243,539	4,010,219
Infrastructure	100,235,345	98,912,764	545,141	545,141	100,780,486	99,457,905
Structures & improvements	41,419,766	41,311,378	7,742,204	7,742,204	49,161,970	49,053,582
Equipment	22,635,472	21,632,641	1,689,106	1,681,630	24,324,578	23,314,271
Intangibles	1,537,850	1,548,436	--	--	1,537,850	1,548,436
Right-to-use leased assets	383,468	282,517	--	--	383,468	282,517
Accumulated Depreciation	(116,010,873)	(113,368,961)	(5,298,512)	(4,900,295)	(121,309,385)	(118,269,256)
Accumulated Amortization	(106,963)	(55,915)	--	--	(106,963)	(55,915)
<b>Total</b>	<b>\$ 62,141,807</b>	<b>\$ 61,066,696</b>	<b>\$ 5,006,362</b>	<b>\$ 5,397,103</b>	<b>\$ 67,148,169</b>	<b>\$ 66,463,799</b>

\* Restated for implementation of new accounting standard to recharacterize assets paid for under operating leases as capital lease liabilities and capital assets, as required by GASB Statement No. 87.

The County elected to report its general infrastructure assets beginning July 1, 2003, and hired a consultant to value the infrastructure. The County has maintained and updated its initial valuation as necessary to keep current. It is important to note, assets are valued at their acquisition cost and not as a market value or replacement cost.

**Debt Administration**

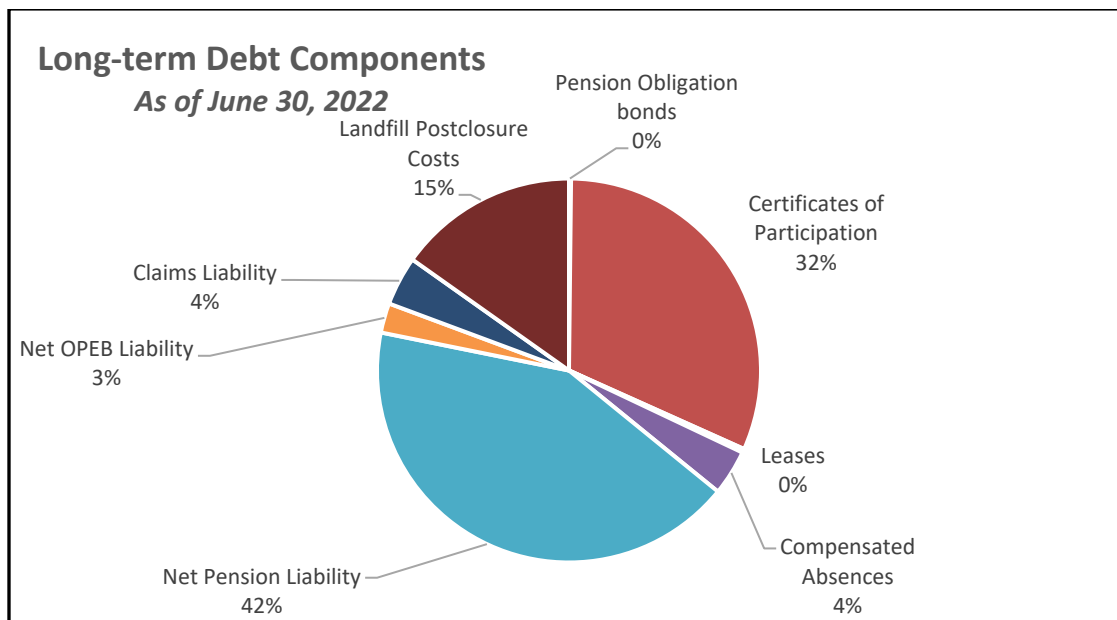
On June 30, 2022, the County had total long-term liabilities outstanding of \$91,238,311:

**COUNTY OF MONO**

**Management's Discussion and Analysis  
June 30, 2022**

	<b>Long Term Liabilities</b>					
	Governmental Activities		Business-Type Activities		Total	
	2022	2021*	2022	2021	2022	2021
Pension obligation bonds	\$ 163,200	\$ 314,300	\$ --	\$ --	\$ 163,200	\$ 314,300
Certificates of Participation	25,857,000	19,610,000	--	--	25,857,000	19,610,000
Unamortized premium	2,001,737	2,077,274	--	--	2,001,737	2,077,274
Leases	304,878	240,188	--	--	304,878	240,188
Compensated absences	3,449,163	3,307,869	43,087	66,948	3,492,250	3,374,817
Net pension liability	37,897,419	58,880,031	714,327	1,166,514	38,611,746	60,046,545
Net OPEB liability	2,272,335	8,241,779	--	--	2,272,335	8,241,779
Claims liability	3,786,280	3,420,991	--	--	3,786,280	3,420,991
Refunded certificates of participation	--	--	901,800	1,180,900	901,800	1,180,900
Landfill postclosure cost	--	--	13,847,085	13,533,612	13,847,085	13,533,612
<b>Total</b>	<b>\$ 75,732,012</b>	<b>\$ 96,092,432</b>	<b>\$ 15,506,299</b>	<b>\$ 15,947,974</b>	<b>\$ 91,238,311</b>	<b>\$ 112,040,406</b>

\* Restatement for implementation of new accounting standard to recharacterize assets paid for under operating leases as capital lease liabilities and capital assets, as required by GASB Statement No. 87.



Total governmental long-term liabilities decreased by \$20,360,420, or 21.19%, during the fiscal year ended June 30, 2022, largely because of pension and OPEB liabilities declining by \$20,982,612 and \$5,969,444, respectively. Note that the beginning balance of the governmental long-term liabilities was restated to include capital lease liabilities having a balance of \$240,188 on June 30, 2021. As previously discussed, this was necessary because of the implementation of GASB Statement No. 87. Besides regularly scheduled principal payments, the County issued \$6,592,000 of new certificates of participation to finance the local contributory share to construct a replacement jail facility in Bridgeport. Total business-type long-term liabilities decreased by \$441,675, or 2.77%. Like governmental activities, the decrease is largely because of the business-type activities share of the pension liability which declined by \$452,187.

Additional information on the County's long-term debt can be found in Note 5 of the Notes to the Basic Financial Statements included in this annual report.

## COUNTY OF MONO

### Management's Discussion and Analysis June 30, 2022

#### ECONOMIC FACTORS AND NEXT YEAR'S BUDGET

- The State's unemployment rate as of June 2022 was 3.2%, down from a high of 11% in the previous year and 27.9% in 2020. Mono County's scenic and recreational attributes help support tourism and recreation which is the major industry and directly affects the employment rate. The lodging and restaurant establishments in the County were hardest hit by the COVID-19 shelter-in-place public health orders and the resulting rise in the unemployment rate. The local economy continues to demonstrate robust signs of recovery with revenues returning and exceeding their pre-COVID levels.
- Secured property tax values are expected at 9.65% higher with unsecured property taxes growing at a rate of 7.82% and unitary property taxes at 17.9%. Altogether, these revenue streams add additional general fund revenues of approximately \$2,768,000 to structurally balance the FY 2022-23 budget, with no deficit or use of fund balance to sustain general fund operations for the next year. The 2022 tax roll is valued at 30% more than just before the onset of the great recession of 2008 and at its highest ever.
- COLAs negotiated with all employee groups and effective for the FY 2022-23, range from 2% to 3%. Noticeable departures from COLAs include the increasing of the Correctional Deputy Sheriff Association matrix by 15% to address recruitment and retention challenges and some but not all at-will position receiving a step increase of 5% at the beginning of the next fiscal year. Across the County, 22 new positions were added to the FY 2022-23 budget, and wages overall are budgeted at 5% higher than the previous year.
- For 2022-23, the employer's annual payment towards the PERS unfunded liability will increase by \$613,090, or 12.3% from the previous year. The lump sum payment due in 2022-23 for the unfunded liability is \$5,598,298, excluding the share allocable to the Mono County Superior Courts who are participants in the County's Miscellaneous Plan.
- For revenue projections:
  - Transient occupancy tax (TOT) for the fiscal year ending June 30, 2023, is projected at \$3,956,000, which is additional revenues of \$593,551, or 17.65%, more than the previous year's budget. Forecasts indicate a full recovery from the 40% of TOT revenue loss in 2021. Still accurate prediction of TOT revenues may be impacted negatively by the reemergence of COVID-19 cases, and whether wildfire or weather events impact tourist visitation.
  - Sales tax activity is projected using actual receipts over the seven years, averaged by month. Sales tax revenues are conservatively forecast to be 15.65% higher than in FY 2021-22.
  - The cost-of-living adjustment for property taxes effective January 1, 2022, is set at 2%, reflecting the prevalence of inflation following the COVID-19 effect on supply chains coupled with historically low interest rates. The real estate market in Mono County continues to show strong economic growth, both in home values and in volume of sales. The Assessor's certified roll is the basis for projecting property tax revenues in this budget cycle, showing \$669.6 billion more in value, and a growth rate of 9.54%.

These factors plus others were considered in preparing the County's budget for the 2022-23 fiscal year. The reemergence of key discretionary revenues allowed for adoption of a structurally balanced budget for the County's General Fund and responsible use of fund balance for all other funds. The 2022-23 adopted budget is \$126.7 million in revenues and \$140.1 million in spending and is the result of collaborative efforts with the CAO, Finance, Department Leaders, and Board members.

**COUNTY OF MONO**

**Management's Discussion and Analysis  
June 30, 2022**

**REQUESTS FOR INFORMATION**

This financial report is designed to demonstrate accountability by the Mono County government by providing both a long-term and near-term views of the County's finances. Questions or comments regarding any of the information presented in this report or requests for additional financial information should be addressed to:

Director of Finance  
County of Mono  
P.O. Box 556  
Bridgeport, CA 93517-0556  
(760) 932-5490

**BASIC FINANCIAL STATEMENTS  
GOVERNMENT WIDE FINANCIAL STATEMENTS**

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# COUNTY OF MONO

## Statement of Net Position

June 30, 2022

	Primary Government		
	Governmental Activities	Business-Type Activities	Totals
<b>ASSETS</b>			
Cash and investments	\$ 62,387,258	\$ 2,399,666	\$ 64,786,924
Restricted cash	5,626,802	5,141,518	10,768,320
Accounts receivable	307,791	303,924	611,715
Due from other governments	7,149,209	-	7,149,209
Taxes receivable	1,758,956	-	1,758,956
Deposits with others	6,461,576	-	6,461,576
Prepaid expense	95,549	-	95,549
Inventories	290,528	12,779	303,307
Loans receivable	1,530,690	-	1,530,690
Capital assets:			
Nondepreciable	12,047,742	328,423	12,376,165
Depreciable, net	49,817,560	4,677,939	54,495,499
Right-to-use assets, net of accumulated amortization	276,505	-	276,505
Total Assets	<u>147,750,166</u>	<u>12,864,249</u>	<u>160,614,415</u>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>			
Deferred amounts related to pensions	11,698,648	171,717	11,870,365
Deferred amounts related to OPEB	3,957,001	-	3,957,001
	<u>15,655,649</u>	<u>171,717</u>	<u>15,827,366</u>
<b>LIABILITIES</b>			
Accounts payable	3,746,696	81,860	3,828,556
Salaries and benefits payable	1,997,012	32,230	2,029,242
Interest payable	230,523	6,447	236,970
Unearned revenues	11,341	-	11,341
Deposits from others	2,525,487	-	2,525,487
Long-term liabilities:			
Portion due or payable within one year	6,671,838	329,787	7,001,625
Portion due or payable after one year	69,060,174	15,176,512	84,236,686
Total Liabilities	<u>84,243,071</u>	<u>15,626,836</u>	<u>99,869,907</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Deferred amounts related to pensions	19,764,121	299,732	20,063,853
Deferred amounts related to OPEB	7,363,755	-	7,363,755
	<u>27,127,876</u>	<u>299,732</u>	<u>27,427,608</u>
<b>NET POSITION</b>			
Net investment in capital assets and right-to-use leased assets	39,523,837	5,006,362	44,530,199
Restricted	44,208,583	5,039	44,213,622
Unrestricted	(31,697,552)	(7,902,003)	(39,599,555)
Total Net Position	<u>\$ 52,034,868</u>	<u>\$ (2,890,602)</u>	<u>\$ 49,144,266</u>

See accompanying notes to the basic financial statements.

# COUNTY OF MONO

## Statement of Activities

For the Year Ended June 30, 2022

FUNCTION / PROGRAM ACTIVITIES	Expenses	Program Revenues		
		Fees, Fines and Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions
<b>Primary Government</b>				
Governmental Activities:				
General government	\$ 12,092,103	\$ 3,680,325	\$ 1,831,443	\$ 181,497
Public protection	20,288,006	1,793,604	8,764,740	-
Public ways and facilities	5,288,478	995,931	4,823,882	1,215,882
Health and sanitation	12,856,366	1,697,464	10,033,331	-
Public assistance	6,187,790	243,503	6,909,864	-
Education	47,777	-	872	-
Recreation and culture	325,846	-	-	-
Interest on long-term debt	876,109	-	-	-
<b>Total Governmental Activities</b>	<b>57,962,475</b>	<b>8,410,827</b>	<b>32,364,132</b>	<b>1,397,379</b>
Business-Type Activities				
Solid Waste	2,835,010	2,960,812	20,000	-
Airport	339,667	154	-	-
Campgrounds	35,618	48,510	-	-
Cemeteries	6,262	11,050	-	-
<b>Total Business-type Activities</b>	<b>3,216,557</b>	<b>3,020,526</b>	<b>20,000</b>	<b>-</b>
<b>Total Primary Government</b>	<b>\$ 61,179,032</b>	<b>\$ 11,431,353</b>	<b>\$ 32,384,132</b>	<b>\$ 1,397,379</b>

### GENERAL REVENUES AND TRANSFERS

#### Taxes:

- Property
- Sales and use
- Transient occupancy
- Other
- Unrestricted investment earnings
- Total General Revenues

### CHANGES IN NET POSITION

Net Position - Beginning of Year, Restated

### NET POSITION, END OF YEAR

See accompanying notes to the basic financial statements.

Net (Expense) Revenue and  
Changes in Net Position  
Primary Government

Governmental Activities	Business- Type Activities	Total
\$ (6,398,838)	\$ -	\$ (6,398,838)
(9,729,662)	-	(9,729,662)
1,747,217	-	1,747,217
(1,125,571)	-	(1,125,571)
965,577	-	965,577
(46,905)	-	(46,905)
(325,846)	-	(325,846)
(876,109)	-	(876,109)
<u>(15,790,137)</u>	<u>-</u>	<u>(15,790,137)</u>
-	145,802	145,802
-	(339,513)	(339,513)
-	12,892	12,892
-	4,788	4,788
<u>-</u>	<u>(176,031)</u>	<u>(176,031)</u>
<u>(15,790,137)</u>	<u>(176,031)</u>	<u>(15,966,168)</u>
26,782,286	-	26,782,286
871,842	-	871,842
3,945,540	-	3,945,540
55,395	-	55,395
838,257	93,009	931,266
<u>32,493,320</u>	<u>93,009</u>	<u>32,586,329</u>
16,703,183	(83,022)	16,620,161
<u>35,331,685</u>	<u>(2,807,580)</u>	<u>32,524,105</u>
<u>\$ 52,034,868</u>	<u>\$ (2,890,602)</u>	<u>\$ 49,144,266</u>

**FUNCTION / PROGRAM ACTIVITIES**

Primary Government

Governmental Activities:

General government
Public protection
Public ways and facilities
Health and sanitation
Public assistance
Education
Recreation and culture
Interest on long-term debt
Total Governmental Activities

Business-Type Activities

Solid Waste
Airport
Campgrounds
Cemeteries
Total Business-type Activities

Total Primary Government

**GENERAL REVENUES AND TRANSFERS**

Taxes:

Property
Sales and use
Transient occupancy
Other
Unrestricted investment earnings
Total General Revenues

**CHANGES IN NET POSITION**

Net Position - Beginning of Year, Restated

**NET POSITION, END OF YEAR**

See accompanying notes to the basic financial statements.

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**BASIC FINANCIAL STATEMENTS  
FUND FINANCIAL STATEMENTS**

# COUNTY OF MONO

Balance Sheet

Governmental Funds

June 30, 2022

	General	Road	Realignment	Mental Health Services Act
<b>ASSETS</b>				
Cash and investments	\$ 20,772,964	\$ 3,922,746	\$ 11,512,542	\$ 7,521,452
Accounts receivable	274,169	9,478	-	-
Due from other governments	1,316,889	868,655	543,983	162,427
Taxes receivable	1,758,956	-	-	-
Due from other funds	47,774	-	466,734	-
Advances to other funds	99,013	-	-	-
Prepaid expenses	81,768	-	-	2,190
Inventories	1,266	259,407	-	-
Loans receivable	887,327	-	-	-
	<u>25,240,126</u>	<u>5,060,286</u>	<u>12,523,259</u>	<u>7,686,069</u>
Total Assets	<u>\$ 25,240,126</u>	<u>\$ 5,060,286</u>	<u>\$ 12,523,259</u>	<u>\$ 7,686,069</u>
<b>LIABILITIES</b>				
Accounts payable	\$ 1,158,006	\$ 1,412,510	\$ 35,999	\$ 139,186
Salaries and benefits payable	1,420,662	104,853	-	57,016
Due to other funds	-	-	-	-
Advances from other funds	-	-	-	-
Deposits from others	2,327,756	35,090	-	-
Unearned revenues	-	-	-	-
	<u>4,906,424</u>	<u>1,552,453</u>	<u>35,999</u>	<u>196,202</u>
Total Liabilities	<u>4,906,424</u>	<u>1,552,453</u>	<u>35,999</u>	<u>196,202</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Unavailable revenues	835,923	329,725	-	-
	<u>835,923</u>	<u>329,725</u>	<u>-</u>	<u>-</u>
<b>FUND BALANCES</b>				
Nonspendable	182,047	259,407	-	2,190
Restricted	1,293,245	2,918,701	12,487,260	7,487,677
Committed	-	-	-	-
Assigned	1,074,697	-	-	-
Unassigned	16,947,790	-	-	-
	<u>19,497,779</u>	<u>3,178,108</u>	<u>12,487,260</u>	<u>7,489,867</u>
Total Fund Balances	<u>19,497,779</u>	<u>3,178,108</u>	<u>12,487,260</u>	<u>7,489,867</u>
Total Liabilities, Deferred Inflows of Resources and Fund Balances	<u>\$ 25,240,126</u>	<u>\$ 5,060,286</u>	<u>\$ 12,523,259</u>	<u>\$ 7,686,069</u>

See accompanying notes to the basic financial statements.

Public Health	Other Governmental	Total	
<b>ASSETS</b>			
\$ -	\$ 21,405,332	\$ 65,135,036	Cash and investments
873	14,793	299,313	Accounts receivable
1,635,242	2,596,949	7,124,145	Due from other governments
-	-	1,758,956	Taxes receivable
183,015	-	697,523	Due from other funds
-	-	99,013	Advances to other funds
7,245	4,346	95,549	Prepaid expenses
-	-	260,673	Inventories
-	643,363	1,530,690	Loans receivable
<u>\$ 1,826,375</u>	<u>\$ 24,664,783</u>	<u>\$ 77,000,898</u>	Total Assets
<b>LIABILITIES</b>			
\$ 92,544	\$ 1,020,284	\$ 3,858,529	Accounts payable
129,021	262,795	1,974,347	Salaries and benefits payable
-	659,159	659,159	Due to other funds
-	99,013	99,013	Advances from other funds
-	-	2,362,846	Deposits from others
10,981	-	10,981	Unearned revenues
<u>232,546</u>	<u>2,041,251</u>	<u>8,964,875</u>	Total Liabilities
<b>DEFERRED INFLOWS OF RESOURCES</b>			
<u>1,128,398</u>	<u>542,891</u>	<u>2,836,937</u>	Unavailable revenues
<b>FUND BALANCES</b>			
7,245	4,346	455,235	Nonspendable
458,186	17,562,500	42,207,569	Restricted
-	1,334,622	1,334,622	Committed
-	3,821,667	4,896,364	Assigned
-	(642,494)	16,305,296	Unassigned
<u>465,431</u>	<u>22,080,641</u>	<u>65,199,086</u>	Total Fund Balances
<u>\$ 1,826,375</u>	<u>\$ 24,664,783</u>	<u>\$ 77,000,898</u>	Total Liabilities, Deferred Inflows of Resources and Fund Balances

See accompanying notes to the basic financial statements.

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## COUNTY OF MONO

### Reconciliation of the Balance Sheet to the Statement of Net Position

#### Governmental Funds and Activities

June 30, 2022

Fund balance - total governmental funds	\$ 65,199,086
Amounts reported for governmental activities in the statement of net position are different because:	
Certain amounts are not available to pay for current period expenditures and, therefore, are not reported in the governmental funds.	
Deferred outflow amounts related to pensions	11,639,917
Deferred outflow amounts related to OPEB	3,957,001
Deferred inflow amounts related to pensions	(19,661,606)
Deferred inflow amounts related to OPEB	(7,363,755)
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the governmental funds	57,438,130
Right-of-use lease assets used in governmental activities are not financial resources and, therefore, are not reported in the governmental funds	276,505
Unavailable revenues represent amounts that are not available to fund current expenditures and, therefore, are not reported in the governmental funds.	2,836,937
Internal service funds are used by management to charge the cost of motor pool, copier pool, insurance and other activities to individual funds. The assets, deferred outflows, liabilities and deferred inflows of the internal service funds are included in governmental activities in the statement of net position.	9,644,592
Long-term liabilities, including capital leases, are not due and payable in the current period, and therefore are not reported in the governmental funds.	
Bonds payable	(28,021,937)
Capital lease obligations	(304,878)
Compensated absences	(3,449,163)
Net pension liability	(37,653,103)
Net OPEB liability	(2,272,335)
Interest payable	(230,523)
Net position of governmental activities	<u>\$ 52,034,868</u>

See accompanying notes to the basic financial statements.

# COUNTY OF MONO

## Statement of Revenues, Expenditures and Changes in Fund Balances

### Governmental Funds

For the Year Ended June 30, 2022

	General	Road	Realignment	Mental Health Services Act
<b>REVENUES</b>				
Taxes	\$ 31,423,783	\$ -	\$ -	\$ -
Licenses and permits	407,863	8,580	-	-
Fines, forfeitures and penalties	684,344	57,523	-	-
Use of money and property	430,107	38,480	135,728	88,733
Intergovernmental	5,135,775	5,710,039	4,388,417	2,113,799
Charges for services	3,549,740	904,261	-	4,317
Other revenues	50,940	-	-	-
Total Revenues	<u>41,682,552</u>	<u>6,718,883</u>	<u>4,524,145</u>	<u>2,206,849</u>
<b>EXPENDITURES</b>				
Current:				
General government	12,200,953	-	-	-
Public protection	18,560,966	-	992,438	-
Public ways and facilities	-	5,998,395	-	-
Health and sanitation	4,558,454	-	-	2,129,342
Public assistance	356,246	-	-	-
Education	47,777	-	-	-
Recreation	-	-	-	-
Debt service:				
Principal	-	-	-	-
Interest and other related costs	-	-	-	-
Capital outlay	-	-	-	-
Total Expenditures	<u>35,724,396</u>	<u>5,998,395</u>	<u>992,438</u>	<u>2,129,342</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>5,958,156</u>	<u>720,488</u>	<u>3,531,707</u>	<u>77,507</u>
<b>OTHER FINANCING SOURCES (USES)</b>				
Proceeds from issuance of debt	-	-	-	-
Proceeds from issuance of leases	-	-	-	-
Proceeds from sale of capital assets	2,143	25,527	-	-
Transfers in	796,870	522,033	-	34,320
Transfers out	(2,479,161)	(25,527)	(1,904,823)	(156,397)
Total Other Financing Sources and (Uses)	<u>(1,680,148)</u>	<u>522,033</u>	<u>(1,904,823)</u>	<u>(122,077)</u>
<b>NET CHANGES IN FUND BALANCES</b>	4,278,008	1,242,521	1,626,884	(44,570)
Fund Balances, Beginning of Year, Restated	15,219,771	1,935,587	10,860,376	7,534,437
<b>FUND BALANCE, END OF THE YEAR</b>	<u>\$ 19,497,779</u>	<u>\$ 3,178,108</u>	<u>\$ 12,487,260</u>	<u>\$ 7,489,867</u>

See accompanying notes to the basic financial statements.

Public Health	Other Governmental	Total	
<b>REVENUES</b>			
\$ -	\$ 269,178	\$ 31,692,961	Taxes
271,339	15,547	703,329	Licenses and permits
904	136,109	878,880	Fines, forfeitures and penalties
9,000	147,611	849,659	Use of money and property
3,727,704	11,565,371	32,641,105	Intergovernmental
278,425	485,235	5,221,978	Charges for services
1,012	519,075	571,027	Other revenues
<u>4,288,384</u>	<u>13,138,126</u>	<u>72,558,939</u>	Total Revenues
<b>EXPENDITURES</b>			
Current:			
-	167,558	12,368,511	General government
-	1,473,906	21,027,310	Public protection
-	-	5,998,395	Public ways and facilities
4,186,404	3,001,340	13,875,540	Health and sanitation
-	6,457,097	6,813,343	Public assistance
-	-	47,777	Education
-	200,417	200,417	Recreation
Debt service:			
-	532,361	532,361	Principal
-	955,679	955,679	Interest and other related costs
-	1,239,252	1,239,252	Capital outlay
<u>4,186,404</u>	<u>14,027,610</u>	<u>63,058,585</u>	Total Expenditures
Excess (Deficiency) of Revenues Over			
<u>101,980</u>	<u>(889,484)</u>	<u>9,500,354</u>	(Under) Expenditures
<b>OTHER FINANCING SOURCES (USES)</b>			
-	6,592,000	6,592,000	Proceeds from issuance of debt
-	100,951	100,951	Proceeds from issuance of lease
-	-	27,670	Proceeds from sale of capital assets
20,896	3,577,088	4,951,207	Transfers in
(634,218)	(496,714)	(5,696,840)	Transfers out
<u>(613,322)</u>	<u>9,773,325</u>	<u>5,974,988</u>	(Uses)
(511,342)	8,883,841	15,475,342	<b>NET CHANGES IN FUND BALANCES</b>
976,773	13,196,800	49,723,744	Fund Balances, Beginning of Year, Restated
<u>\$ 465,431</u>	<u>\$ 22,080,641</u>	<u>\$ 65,199,086</u>	<b>FUND BALANCE, END OF THE YEAR</b>

See accompanying notes to the basic financial statements.

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## COUNTY OF MONO

Reconciliation of the Statement of Revenues, Expenditures, and  
Changes in Fund Balances to the Statement of Activities  
Governmental Funds and Activities  
For the Year Ended June 30, 2022

Net change to fund balances - total governmental funds	\$ 15,475,342
Amounts reported for governmental activities in the statement of activities are different because:	
The acquisition of capital assets use current financial resources but has no effect on net position	2,898,211
The cost of capital assets is allocated over their estimated useful lives and reported as depreciation/amortization expense in the Statement of Activities	(2,306,180)
Lease acquisitions provide current financial resources but have no effect on net position	100,951
Lease amortization expense does not use current financial resources but has an effect on net position	(51,048)
Revenues in the Statement of Activities that do not provide current financial resources are not reported as revenues in the governmental funds	938,910
Issuance of long-term debt provide current financial resources but have no effect on net position	(6,592,000)
Principal payments on long-term debt use current financial resources but have no effect on net position	496,100
Issuance of lease obligations provide current financial resources but have no effect on net position	(100,951)
Lease principal payments on long-term det use current financial resources but have no effect on net position	36,261
Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in the governmental funds.	
Change in compensated absences	(141,294)
Change in accrued interest	4,033
Change in unamortized premium	75,537
Changes to the net OPEB liability and OPEB related deferred outflows or inflows of resources do not use current financial resources but has an effect on net position	3,004,191
Changes to the net pension liability and pension related deferred outflows or inflows of resources do not use current financial resources but has an effect on net position	1,895,217
funds. The net revenue (expense) of the internal service funds activities is reported with governmental activities.	969,903
Change in net position of governmental activities	<u>\$ 16,703,183</u>

See accompanying notes to the basic financial statements.

# COUNTY OF MONO

## Statement of Fund Net Position

### Proprietary Funds

June 30, 2022

	Business-Type Activities - Enterprise Funds			Governmental
	Solid Waste	Nonmajor Enterprise Funds	Total Enterprise Funds	Internal Service Funds
<b>ASSETS</b>				
Current Assets:				
Cash and investments	\$ 2,169,676	\$ 229,990	\$ 2,399,666	\$ 2,879,024
Accounts receivable	301,088	2,836	303,924	8,478
Due from other governments	-	-	-	25,064
Deposits with others	-	-	-	6,461,576
Inventory	10,667	2,112	12,779	29,855
Total Current Assets	<u>2,481,431</u>	<u>234,938</u>	<u>2,716,369</u>	<u>9,403,997</u>
Noncurrent Assets:				
Restricted cash in Treasury	5,141,518	-	5,141,518	-
Capital assets:				
Non-depreciable	52,800	275,623	328,423	170,655
Depreciable, net	814,819	3,863,120	4,677,939	4,256,517
Total Noncurrent Assets	<u>6,009,137</u>	<u>4,138,743</u>	<u>10,147,880</u>	<u>4,427,172</u>
Total Assets	<u>8,490,568</u>	<u>4,373,681</u>	<u>12,864,249</u>	<u>13,831,169</u>
<b>DEFERRED OUTFLOWS</b>				
Deferred amounts related to pensions	<u>171,717</u>	<u>-</u>	<u>171,717</u>	<u>58,731</u>
<b>LIABILITIES</b>				
Current Liabilities:				
Accounts payable	72,379	9,481	81,860	50,808
Salaries and benefits payable	32,230	-	32,230	22,665
Interest payable	6,447	-	6,447	-
Unearned revenues	-	-	-	360
Due to other funds	-	-	-	38,364
Refunded certificates of participation	286,700	-	286,700	-
Compensated absences	43,087	-	43,087	-
Claims liability	-	-	-	3,786,280
Total Current Liabilities	<u>440,843</u>	<u>9,481</u>	<u>450,324</u>	<u>3,898,477</u>
Noncurrent Liabilities:				
Refunded certificates of participation	615,100	-	615,100	-
Closure and post closure liability	13,847,085	-	13,847,085	-
Net pension liability	714,327	-	714,327	244,316
Total Noncurrent Liabilities	<u>15,176,512</u>	<u>-</u>	<u>15,176,512</u>	<u>244,316</u>
Total Liabilities	<u>15,617,355</u>	<u>9,481</u>	<u>15,626,836</u>	<u>4,142,793</u>
<b>DEFERRED INFLOWS</b>				
Deferred amounts related to pensions	<u>299,732</u>	<u>-</u>	<u>299,732</u>	<u>102,515</u>
<b>NET POSITION</b>				
Net investment in capital assets	867,620	4,138,742	5,006,362	221,947
Restricted	-	5,039	5,039	-
Unrestricted	(8,122,422)	220,419	(7,902,003)	9,422,645
Total Net Position	<u>\$ (7,254,802)</u>	<u>\$ 4,364,200</u>	<u>\$ (2,890,602)</u>	<u>\$ 9,644,592</u>

See accompanying notes to the basic financial statements.

# COUNTY OF MONO

## Statement of Revenues, Expenses and Changes in Fund Net Position

### Proprietary Funds

For the Year Ended June 30, 2022

	Business-Type Activities - Enterprise Funds			Governmental
	Solid Waste	Nonmajor Enterprise Funds	Total Enterprise Funds	Internal Service Funds
<b>OPERATING REVENUES</b>				
Charges for services	\$ 2,928,829	\$ 59,714	\$ 2,988,543	\$ 4,931,510
Total Operating Revenues	<u>2,928,829</u>	<u>59,714</u>	<u>2,988,543</u>	<u>4,931,510</u>
<b>OPERATING EXPENSES</b>				
Salaries and benefits	843,401	-	843,401	356,035
Services and supplies	1,551,988	60,813	1,612,801	3,657,065
Closure and post closure costs	313,473	-	313,473	-
Depreciation	77,483	320,734	398,217	1,077,480
Total Operating Expenses	<u>2,786,345</u>	<u>381,547</u>	<u>3,167,892</u>	<u>5,090,580</u>
<b>OPERATING INCOME (LOSS)</b>	<u>142,484</u>	<u>(321,833)</u>	<u>(179,349)</u>	<u>(159,070)</u>
<b>NON-OPERATING REVENUES (EXPENSES)</b>				
Interest income	87,166	5,843	93,009	25,477
Interest expense	(48,665)	-	(48,665)	-
Operating grants	20,000	-	20,000	181,497
Miscellaneous	31,983	-	31,983	49,949
Gain (loss) on sale of capital assets	-	-	-	126,417
Total Non-Operating Revenues (Expenses)	<u>90,484</u>	<u>5,843</u>	<u>96,327</u>	<u>383,340</u>
Income (Loss) Before Capital Contributions and Transfers	232,968	(315,990)	(83,022)	224,270
Transfers in	-	-	-	745,633
<b>CHANGE IN NET POSITION</b>	232,968	(315,990)	(83,022)	969,903
Net Position, Beginning of Year, Restated	<u>(7,487,770)</u>	<u>4,680,190</u>	<u>(2,807,580)</u>	<u>8,674,689</u>
<b>NET POSITION, END OF YEAR</b>	<u>\$ (7,254,802)</u>	<u>\$ 4,364,200</u>	<u>\$ (2,890,602)</u>	<u>\$ 9,644,592</u>

See accompanying notes to the basic financial statements.

# COUNTY OF MONO

## Statement of Cash Flows

### Proprietary Funds

For the Year Ended June 30, 2022

	Business-Type Activities - Enterprise Funds			Governmental
	Solid Waste	Nonmajor Enterprise Funds	Total Enterprise Funds	Internal Service Funds
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>				
Cash receipts from customers	\$ 2,920,641	\$ 63,318	\$ 2,983,959	\$ -
Cash receipts from internal fund services provided	-	-	-	4,901,597
Cash paid to employees for services	(990,377)	-	(990,377)	(569,126)
Cash paid to suppliers for goods and services	(1,679,922)	(73,862)	(1,753,784)	(3,660,612)
Net Cash Provided (Used) by Operating Activities	<u>250,342</u>	<u>(10,544)</u>	<u>239,798</u>	<u>671,859</u>
<b>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES</b>				
Miscellaneous receipts	31,983	-	31,983	49,949
Operating grants	20,000	-	20,000	-
Amounts received from other funds for noncapital purposes	-	-	-	38,364
Repayment of debt not attributable to capital purposes	(279,100)	-	(279,100)	-
Interest paid	(50,661)	-	(50,661)	-
Net Cash Provided (Used) by Noncapital Financing Activities	<u>(277,778)</u>	<u>-</u>	<u>(277,778)</u>	<u>88,313</u>
<b>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</b>				
Transfers used to finance capital acquisition	-	-	-	745,633
Capital grants	-	-	-	181,497
Payments related to the acquisition of capital assets	(7,474)	-	(7,474)	(1,479,068)
Proceeds from the sale of capital assets	-	-	-	126,417
Net Cash Provided (Used) by Capital and Related Financing Activities	<u>(7,474)</u>	<u>-</u>	<u>(7,474)</u>	<u>(425,521)</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>				
Interest received	87,165	5,842	93,007	25,475
Net Cash Provided by Investing Activities	<u>87,165</u>	<u>5,842</u>	<u>93,007</u>	<u>25,475</u>
<b>Net Increase (Decrease) in Cash and Cash Equivalents</b>	52,255	(4,702)	47,553	360,126
<b>Cash and Cash Equivalents, Beginning of Year</b>	<u>7,258,939</u>	<u>234,692</u>	<u>7,493,631</u>	<u>2,518,898</u>
<b>Cash and Cash Equivalents, End of Year</b>	<u>\$ 7,311,194</u>	<u>\$ 229,990</u>	<u>\$ 7,541,184</u>	<u>\$ 2,879,024</u>
<b>Reconciliation of Cash and Cash Equivalents to the Statement of Fund Net Position</b>				
Cash and investments	\$ 2,169,676	\$ 229,990	\$ 2,399,666	\$ 2,879,024
Restricted cash in Treasury	5,141,518	-	5,141,518	-
<b>Total Cash and Cash Equivalents</b>	<u>\$ 7,311,194</u>	<u>\$ 229,990</u>	<u>\$ 7,541,184</u>	<u>\$ 2,879,024</u>

continued

See accompanying notes to the basic financial statements.



**COUNTY OF MONO**  
Statement of Cash Flows (continued)  
Proprietary Funds  
For the Year Ended June 30, 2022

	Business-Type Activities - Enterprise Funds			Governmental Activities
	Solid Waste	Nonmajor Enterprise Funds	Total Enterprise Funds	Internal Service Funds
<b>Reconciliation of Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities</b>				
Operating income (loss)	\$ 142,484	\$ (321,833)	\$ (179,349)	\$ (159,070)
Adjustment to reconcile operating income (loss) to net cash provided (used) by operating activities				
Depreciation	77,483	320,734	398,217	1,077,480
Changes in assets and liabilities:				
Receivables	(8,188)	3,604	(4,584)	(30,273)
Deposits with others	-	-	-	(341,872)
Inventory	2,057	-	2,057	(1,462)
Deferred outflows	22,520	-	22,520	42,523
Payables	(129,991)	(13,049)	(143,040)	(25,502)
Accrued salaries and benefits	6,820	-	6,820	5,648
Unearned revenues	-	-	-	360
Claims liability	-	-	-	365,289
Closure and postclosure liability	313,473	-	313,473	-
Liability for compensated absences	(23,861)	-	(23,861)	-
Net pension liability	(452,187)	-	(452,187)	(363,777)
Deferred inflows	299,732	-	299,732	102,515
<b>Net Cash Provided (Used) by Operating Activities</b>	<u>\$ 250,342</u>	<u>\$ (10,544)</u>	<u>\$ 239,798</u>	<u>\$ 671,859</u>

See accompanying notes to the basic financial statements.

# COUNTY OF MONO

## Statement of Fiduciary Net Position

### Fiduciary Funds

June 30, 2022

	Custodial	
	External Investment Pool	Other Custodial
<b>ASSETS</b>		
Pooled cash and investments	\$ 85,224,981	\$ 23,740,639
Accounts receivable	-	5,565
Due from other governments	2	310,337
Interest receivable	-	122,701
Prepaid expenses	1,245	-
	<hr/>	<hr/>
Total Assets	85,226,228	24,179,242
	<hr/>	<hr/>
<b>LIABILITIES</b>		
Accounts payable and other liabilities	1,342,667	132,905
	<hr/>	<hr/>
Total Liabilities	1,342,667	132,905
	<hr/>	<hr/>
<b>NET POSITION</b>		
Restricted for pool participants	83,883,561	-
Restricted for individuals, organizations and other governments	-	24,046,337
	<hr/>	<hr/>
Total Net Position	\$ 83,883,561	\$ 24,046,337
	<hr/>	<hr/>

See accompanying notes to the basic financial statements.

## COUNTY OF MONO

Statement of Changes in Fiduciary Net Position

Fiduciary Funds

For the Year Ended June 30, 2022

	Custodial	
	External Investment Pool	Other Custodial
<b>ADDITIONS</b>		
Contributions to pooled investments	\$ 109,598,354	\$ -
Property taxes collected for other governments	-	90,160,179
Other taxes, fees, fines, and forfeitures collected for other governments	161,947	13,622,484
Net investment income	753,513	1,941,427
	<hr/>	<hr/>
Total Additions	110,513,814	105,724,090
	<hr/>	<hr/>
<b>DEDUCTIONS</b>		
Distributions from pooled investments	83,138,124	-
Payments to other individuals and governments	-	13,598,952
Property tax distributions	-	89,426,531
	<hr/>	<hr/>
Total Deductions	83,138,124	103,025,483
	<hr/>	<hr/>
<b>CHANGE IN NET POSITION</b>	27,375,690	2,698,607
Net Position, Beginning of Year	56,507,871	21,347,730
	<hr/>	<hr/>
<b>NET POSITION, END OF THE YEAR</b>	\$ 83,883,561	\$ 24,046,337
	<hr/>	<hr/>

See accompanying notes to the basic financial statements.

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## **NOTES TO THE BASIC FINANCIAL STATEMENTS**

The notes provided in the financial section of this report are considered an integral and essential part of adequate disclosure and fair presentation of this report. The notes include a Summary of Significant Accounting Policies for the County and other necessary disclosure of pertinent matters relating to the financial position of the County. The notes provide significant insight to the financial statements and are conjunctive to understanding the rationale for presentation of the financial statement and information contained in this document.

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## COUNTY OF MONO

Notes to the Basic Financial Statements  
For the Year Ended June 30, 2022

### NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting policies of the County of Mono (the County) conform to accounting principles generally accepted in the United States of America as applicable to governmental entities. The more significant of the County's accounting policies are described below.

#### **The Reporting Entity**

The County is a legal subdivision of the State of California whereby it can exercise the powers specified by the constitution and statutes of the State of California. The County operates under an Administrator-Board of Supervisors form of government with legislative and executive control held by an elected five-member Board of Supervisors. Major services provided by the County to its citizens include public protection, public ways and facilities, health and sanitation, public assistance, education, culture and recreation, and general services. In addition, the County administers various special districts governed by the Board and provides services to other special districts governed by independent local boards. These special districts are located within the boundaries of the County and were established under various sections of the California Government Code. The County provides fiscal agent and accounting services to many of these districts.

These financial statements present the County (the primary government) and its component units, entities for which the government considers itself financially accountable. Reporting for component units on the County's financial statements is either blended or discretely presented. Blended component units, although legally separate entities, are in substance, part of the government's operations because the County's Board generally is their governing body. Discretely presented component units are reported in a separate column in the government-wide financial statements to emphasize they are legally separate from the County. Each component unit has a June 30<sup>th</sup> year end.

#### Blended Component Units

There are five entities which meet the criteria of a blended component unit. These dependent entities are Community Service Districts whose Advisory Boards are governed by the Board of Supervisors. The affected districts include Community Service Area #1 – Crowley; Community Service Area #5 – Bridgeport; and Community Service Area #2 – Benton. The County of Mono Economic Development Corporation and the Housing Authority of the County of Mono are also blended component units. The governing bodies of the Corporation and the Authority are the County's governing body. The Corporation was formed to assist with financing public improvements of the County. The Authority was formed to transact business and exercise powers as defined by the Housing Authorities law.

#### Discretely Presented Component Units

There are no entities which meet the criteria of a discretely presented component unit.

#### **Basis of Presentation**

##### *Government-Wide Financial Statements*

The statement of net position and statement of activities display information about the primary government (the County) and its component units. These statements include the financial activities of the overall government, except for fiduciary activities. Eliminations have been made to minimize the double counting of internal activities. These statements distinguish between the governmental and business-type activities of the County. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees charged to external parties.

## COUNTY OF MONO

### Notes to the Basic Financial Statements For the Year Ended June 30, 2022

The statement of activities presents a comparison between direct expenses and program revenues for each segment of the business-type activities of the County and for each function of the County's governmental activities. Direct expenses are those that are specifically associated with a program or function and, therefore, are clearly identifiable to a particular function. Program revenues include 1) charges paid by the recipients of goods or services offered by the programs and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues, including all taxes, are presented instead as general revenues.

#### *Fund Financial Statements*

The fund financial statements provide information about the County's funds, including fiduciary funds and blended component units. Separate statements for each fund category – *governmental, proprietary and fiduciary* – are presented. The emphasis of fund financial statements is on major governmental and enterprise funds, each displayed in a separate column. All remaining governmental and enterprise funds are separately aggregated and reported as nonmajor funds.

Proprietary fund *operating* revenues, such as charges for goods or services are provided by the fund as part of its principal activity and result from exchange transactions. Exchange transactions are those in which each party receives and gives up essentially equal values. *Nonoperating* revenues, such as subsidies and investment earnings, result from nonexchange transactions or ancillary activities. Operating expenses include the costs of providing services and delivering goods. All other expenses not meeting this definition are reported as nonoperating expenses.

The County reports the following major governmental funds:

- The **General Fund** is the County's primary operating fund and is used to account for all revenues and expenditures necessary to carry out basic governmental activities of the County that are not accounted for through other funds. For the County, the General Fund includes such activities as public protection, public ways and facilities, health and sanitation, public assistance, education, recreation and cultural services and general administration.
- The **Road Fund** provides for maintenance and construction of roadways. Revenues consist primarily of the County's share of state highway users tax supplemented by federal and state funds.
- The **Realignment Fund** accounts for State realigned revenues generated from sales taxes and vehicle license fees that are restricted to expenditure for specific social, health, mental health, and public safety programs.
- The **Mental Health Services Act Fund** accounts for Proposition 63 funding passed in 2004 to expand and further develop mental health services in the County. It uses state funding to provide services such as wellness center programs, school programs, community garden projects and community social events.
- The **Public Health Fund** accounts for the activities of the Mono County Health Department. The Department provides environmental and public health services that support the health and safety of Mono County residents and visitors. Revenue sources include federal and state grants, fees for services, and state realignment.

The County reports the following major enterprise fund:

- The **Solid Waste Fund** accounts for revenues and expenses incurred in providing waste collection services at transfer stations throughout the County and waste disposal services at three County landfills. Operations includes the permitting, monitoring and maintenance of the County's three active landfills, as well as three closed landfills, and implementation of recycling programs throughout the County to maintain and enhance diversion efforts.

The County reports the following additional fund types:



## COUNTY OF MONO

Notes to the Basic Financial Statements  
For the Year Ended June 30, 2022

- **Internal Service Funds** account for financing of goods or services provided by one department to other County departments on a cost reimbursement basis. Activities include the County's copier pool which purchases and maintains copy machines, technology refresh pool which accounts for the replacement of county desktop computers, laptops, servers, certain licensing of installed software applications, and other technology items, self-insurance programs, and the County's motor pool which purchases and maintains vehicles. Department user fees include a capital replacement charge, if applicable, to provide financing for replacing internally utilized assets at the end of their respective useful lives.
- **Custodial Funds** account for assets held by the County as an agent for various individuals or other local governments and not required to be reported in pension (and other employee benefit trust funds). These include unapportioned property taxes and other custodial funds. The External Investment Pool is used to report fiduciary activities from the external portion of the County's investment pool for participants where the contributions are not administered through a trust agreement or equivalent arrangement. These funds are custodial in nature and do not involve measurement of results or operations.

### Basis of Accounting

The government-wide, proprietary, and fiduciary fund financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place. Nonexchange transactions, in which the County gives (or receives) value without directly receiving (or giving) equal value in exchange, include property and sales taxes, grants, entitlements and donations. On an accrual basis, revenue from property taxes is recognized in the fiscal year for which the taxes are levied. Revenues from sales taxes are recognized when the underlying transactions take place. Revenues from grants, entitlements and donations are recognized in the fiscal year in which all eligible requirements have been satisfied.

Governmental funds are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. Sales taxes, interest, certain state and federal grants and charges for services are accrued when their receipt occurs within ninety days after the end of the accounting period so as to be measurable and available. Property taxes are recognized in the current year if they are collected within sixty days after the end of the fiscal year. Licenses, permits, fines, forfeitures, and other revenues are recorded as revenues when received in cash because they are generally not measurable until received. Expenditures are generally recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments are recorded only when payment is due. General capital assets acquisitions are reported as expenditures in governmental funds. Proceeds of general long-term debt and capital leases are reported as other financing sources.

### Cash and Investments

The County follows the practice of pooling cash and investments of all funds with the County Treasurer except for cash and investments managed by fiscal agents under separate agreements. Interest earned on bank balances and investments is allocated to the various funds on a quarterly basis using each fund's average daily cash balances for those funds entitled to receive interest with all remaining interest deposited in the County's General Fund.

In accordance with GASB Statement No. 31, "Accounting and Financial Reporting for Certain Investments and External Investment Pools" and GASB Statement No. 72, "Fair Value Measurement and Application", investments generally are stated at fair value in the statement of net position and balance sheet and the corresponding changes in the fair value of investments are recognized as investment earnings in the year in which the change occurred. The fair value of investments is determined annually.

The County Treasurer's Pool values participants' shares on an amortized cost basis meaning the Pool distributes

## COUNTY OF MONO

### Notes to the Basic Financial Statements For the Year Ended June 30, 2022

income to participants based on their relative participation during the period. Actual daily activity is transacted on a dollar-for-dollar basis and only a withdrawal from the pool of a size that jeopardizes pool participants would result in a withdrawal at fair value. During the fiscal year ended June 30, 2022, the County has not provided or obtained any legally binding guarantees to support the value of pool shares.

The investment pool includes both voluntary and involuntary participation from external entities. The State of California statutes require certain special districts and other governmental entities to maintain their cash surplus with the County Treasurer.

For purpose of the statement of cash flows, the proprietary funds consider all highly liquid investments (including restricted assets) with a maturity of three months or less and pooled cash and investments to be cash equivalents.

#### **Restricted Cash and Investments**

Restricted assets in the enterprise funds represent cash and investments held to finance closure and postclosure costs as required by state and federal laws and regulations. Restricted assets in the governmental funds represent cash held according to debt covenant provisions.

#### **Inventory**

Inventories consist of materials and supplies held for consumption and are valued at cost. Inventory consists of expendable supplies held for consumption. The cost is recorded as expenditures at the time individual inventory items are consumed. Inventories in the governmental funds are equally offset by a corresponding nonspendable fund balance amount, which indicates that inventories do not represent expendable available resources.

#### **Receivables, Unavailable Revenue and Unearned Revenue**

The County uses a 90-day period for recognizing accruals in the governmental funds, except that property tax revenues are recognized if receipts occur within sixty days. Receivables are reported net of uncollectible amounts. Total uncollectible amounts are related to delinquent property taxes in the amount of \$80,601 and is recorded in the General Fund. Governmental funds report unavailable revenue in connection with receivables not considered available within the 90-day period (or 60-days if from property taxes). Governmental and enterprise funds report unearned revenue in connection with resources received, but eligibility requirements have not been satisfied.

Certain grant revenues are recognized when specific related expenditures have been incurred. In other grant programs, monies are virtually unrestricted as to purpose of expenditure and are only revocable for failure to comply with prescribed compliance requirements. These revenues are recognized at the time of receipt, or earlier if susceptible to accrual criteria is met. Cash received prior to incurrence of the related expenditure is recorded as unearned revenue.

#### **Notes Receivable**

The notes receivable balances in the General Fund and the Housing Fund balance sheet consist of loans made with funds provided to the County under the U.S. Department of Housing and Urban Development programs, primarily the Community Development Block Grant (CDBG) and Home Investment Partnerships Program (HOME). The loans are made to carry out activities for affordable housing and are reported at the outstanding principal balance. Note receivable balances are collateralized by deeds of trust.

Generally, notes are deferred with all principal and interest due on the earlier of the due date of the note or sale or transfer of the property. Any repayment of principal or interest applicable to the CDBG and HOME programs is treated as program revenue. A loan committee approves the loans and deferral of payments. No amounts have been provided as an allowance for doubtful accounts because all material amounts are collectible.

## COUNTY OF MONO

Notes to the Basic Financial Statements  
For the Year Ended June 30, 2022

### Prepaid Expenses/Items and Deposits

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid expenses in both the government-wide and fund financial statements. Payments made in advance of the receipt of goods or property is recorded as deposits. The cost of prepaid expense is recorded an expense when consumed rather than when purchased. Prepaid expenses and deposits in the governmental fund financial statements are equally offset by a corresponding nonspendable fund balance amount, which indicates that prepaid expenses and deposits do not represent expendable available resources.

### Capital Assets

Capital assets include land, land improvements, buildings and improvements, machinery and equipment, infrastructure (e.g. roads, bridges, sidewalks, and similar items), and intangible assets (e.g. land easements and computer software). Assets that are purchased or constructed are reported at historical costs or at estimated historical cost is actual cost is not available. Donated capital assets are valued at their estimated acquisition value on the date of donation.

Normal maintenance and repairs are charged to operations when incurred. Betterments and major improvements that significantly increase values, change capacities, or extend useful lives are capitalized. Upon sale or retirement of capital assets, the cost and related accumulated depreciation are removed from the respective accounts and any resulting gain or loss is included in the results of operations.

Capital outlays are recorded as expenditures in the governmental funds and as additions to capital assets in the proprietary and the government-wide financial statements, in accordance with the County's capitalization policy. The County defines capital assets as assets with an initial, individual cost of more than \$5,000 and an estimated useful life more than one year. Capital assets used in operations are depreciated in the government-wide statements and proprietary funds using the straight-line method over their estimated useful lives.

The estimated useful lives are as follows:

Infrastructure	20 to 50 years
Structures and improvements	20 to 50 years
Equipment	3 to 15 years
Intangibles	5 to 15 years

The County has four networks of infrastructure assets – roads, lighting, drainage, and flood control.

### Right-to-use Lease Assets

Right-to-use lease assets are recorded at the amount of the initial measurement of the lease liabilities and modified by any lease payment made to the lessor at or before the commencement of the lease term, less any lease incentives received from the lessor at or before the commencement of the lease term along with any initial direct costs that are ancillary charges necessary to place the lease assets into service.

Right-to-use lease assets are amortized using the straight-line method over the shorter of the lease term or the useful life of the underlying asset, unless the lease contains a purchase option that the County has determined is reasonably certain of being exercised.

### Deferred Outflows/Inflows of Resources

The County recognizes deferred outflows and inflows of resources. A deferred outflow of resources is defined as a consumption of net position that is applicable to a future reporting period. A deferred inflow of resources is defined as

## COUNTY OF MONO

### Notes to the Basic Financial Statements For the Year Ended June 30, 2022

an acquisition of net position that is applicable to a future reporting period. The County has recorded deferred outflows and inflows or resources related to pensions and other postemployment benefits (OPEB), which are discussed in more detail in footnotes 7 and 8, respectively.

#### **Long-term Debt**

In the government-wide and proprietary funds financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities or proprietary funds statement of net position. Bond premiums and discounts are amortized over the life of the bond and issuance costs are expensed in the year incurred.

In the governmental funds financial statements, bond premiums, discounts, and issuance costs are recognized in the period issued. Bond proceeds are reported as other financing sources net of the applicable premium or discount. Issuance costs, even if withheld from the actual net proceeds received, are reported as debt service expenditures. Interest is reported as an expenditure in the period in which the related payment is made.

#### **Net Position/Fund Balance**

The government-wide and proprietary fund financial statements utilize a net position presentation. Net position is categorized as follows:

- *Net Investment in Capital Assets* – This category groups all capital assets, including infrastructure, into one component of net position. Accumulated depreciation and the outstanding balances of debt that are attributable to the acquisition, construction or improvement of these assets reduce the balance in this category.
- *Restricted Net Position* – This category presents external restrictions imposed by creditors, grantors, contributors or laws or regulations of other governments and restrictions imposed by law through constitutional provisions or enabling legislation.
- *Unrestricted Net Position* – This category represents net position of the County, not restricted for any project or other purpose.

When both restricted and unrestricted net position are available, the County considers restricted net position to have been depleted before unrestricted net position is applied.

In the fund financial statements, governmental funds report fund balance in the following categories based primarily on the extent to which the county is bound to honor constraints on how specific amounts can be spent:

- *Nonspendable fund balance* – Amounts that cannot be spent because they are either not in spendable form or are legally or contractually required to remain intact.
- *Restricted fund balance* – Amounts with constraints placed on their use that are externally imposed by creditors, grantors, contributors, or laws and regulations of other governments. Constraints may also be imposed by law through constitutional provisions or enabling legislation.
- *Committed fund balance* – Amounts that can only be used for specific purposes determined by formal action of the Board of Supervisors and that remain binding unless removed in the same manner. The underlying action that imposed the limitation needs to occur prior to the end of the reporting period. The amount subject to the constraint may be determined in the subsequent period.

## COUNTY OF MONO

### Notes to the Basic Financial Statements For the Year Ended June 30, 2022

- *Assigned fund balance* – Amounts that are constrained by the County's intent to use resources for specific purposes. Intent can be expressed by the Board of Supervisors or by an official or body designated for that purpose. This is also the classification for residual fund balance in all governmental funds other than the General Fund.
- *Unassigned fund balance* – The residual classification for the County's General Fund that includes all amounts not contained in the other classifications. In other funds, the unassigned classification is used only if the expenditures incurred for specific purposes exceed the amounts restricted, committed, or assigned to those purposes (i.e., deficit fund balance).

The Board of Supervisors establishes, modifies, or rescinds fund balance commitments by passage of a resolution or an ordinance, each resulting in equally binding constraints.

When both restricted and unrestricted resources are available for use, it is the County's policy to use restricted resources first, followed by the committed, assigned, and unassigned resources as they are needed.

#### **Property Tax Revenue**

Property taxes, including tax rates, are regulated by the State, and are administered locally by the County. The County is responsible for assessing, collecting, and distributing property taxes in accordance with state law. The County's property taxes are levied on July 1 (unsecured roll) and October 1 (secured roll) on assessed values established on the lien date of the previous January 1 for all taxable property located within the County. Taxes are due in one installment (unsecured roll) by July 1 and are subject to late payment penalties if paid after August 31, or two installments (secured roll) due November 1 and February 1, and again subject to late payment penalties if paid after December 10 and April 10, respectively. Additionally, supplemental property taxes are levied on a pro rata basis when changes in assessed valuation occur due to sales transactions or the completion of construction.

All general property taxes are allocated to the various taxing entities per the legislation implementing Article XIII of the California Constitution (commonly referred to as Proposition 13). Property is reappraised from the 1975-76 base year value to current full value upon either (1) a change in ownership or (2) new construction, as of the date of such transaction or completion of construction (only the newly constructed portion of the property is reappraised). General property taxes are based on a flat one percent rate applied to the property's assessed value. Absence the change in valuation described above, taxable values on properties can rise at a maximum rate of two percent per year. The method of allocation used by the County is subject to review by the State of California. The County recognizes property tax revenues in the period for which the taxes are levied subject to the availability criteria in the governmental funds financial statements.

#### **Interfund Transactions**

Interfund transactions are reflected as either loans, services provided, reimbursements or transfers. Loans are reported as receivables and payables as appropriate, are subject to elimination upon consolidation and are referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the noncurrent portion of interfund loans). Any residual balances outstanding between the governmental activities and the business-type activities are reported in the government-wide financial statements as "internal balances". Advances between funds, as reported in the fund financial statements, are offset by a nonspendable fund balance amount in the applicable governmental funds to indicate that they are not available for appropriation and are not available financial resources.

Services provided, deemed to be at market or near market rates, are treated as revenues and expenditures/expenses. Reimbursements are when one fund incurs a cost, charges the appropriate benefiting fund and reduces its related cost

## COUNTY OF MONO

Notes to the Basic Financial Statements  
For the Year Ended June 30, 2022

as a reimbursement. All other interfund transactions are treated as transfers. Transfers between governmental or proprietary funds are netted as part of the reconciliation to the government-wide presentation.

### **Compensated Absences**

Under the terms of union contracts, the County grants employees with vacation and sick leave in varying amounts depending upon their respective bargaining unit. Vacation pay is subject to certain maximum accumulations and is payable upon termination. Sick leave may be accumulated without limitation and is payable upon termination at varying amounts depending on bargaining unit and length of service.

Because vacation, sick leave and other compensated absence balances do not require the use of current financial resources, no liability is recorded within the governmental funds. However, this liability is reflected in the government-wide statement of net position. In proprietary funds, the liability for compensated absences is recorded in the period that the benefits accrue to employees.

### **Pensions**

In the government-wide financial statements, pensions are recognized and disclosed using the accrual basis of accounting regardless of the amount recognized as pension expenditures on the modified accrual basis of accounting. The County recognizes a net pension liability for each qualified pension plan in which it participated, which represents the excess of the total pension liability over the fiduciary net position of the qualified pension plan, measured as of the County's fiscal year-end or the County's proportionate share thereof in the case of a cost-sharing multiple-employer plan.

Changes in the net pension liability during the period are recorded as pension expense, or as deferred inflows or outflows of resources depending on the nature of the change, in the period incurred. Those changes in net pension liability that are recorded as deferred inflows or outflows of resources that arise from changes in actuarial assumptions or other inputs and differences between expected or actual experience are amortized over the weighted average remaining service life of all participants including retirees, in the respective qualified pension plan and recorded as a component of pension expense beginning with the period in which they arose.

Projected earnings on qualified pension plan investments are recognized as a component of pension expense. Differences between projected and actual investment earnings are reported as deferred inflows or outflows of resources and amortized as a component of pension expense on a closed basis over a five-year period beginning with the period in which the difference occurred.

### **Other Postemployment Benefits (OPEB)**

For purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB and OPEB expense, information about the fiduciary net position of the County's OPEB Plan (OPEB Plan) and additions to/deductions from the OPEB Plan's fiduciary net position have been determined on the same basis. For this purpose, benefit payments are recognized when currently due and payable in accordance with the benefit terms. Investments are reported at fair value.

### **Estimates**

The preparation of basic financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

### **New Accounting Pronouncements**

## COUNTY OF MONO

Notes to the Basic Financial Statements  
For the Year Ended June 30, 2022

The Government Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The following GASB Statements were implemented in the current financial statements:

- **Statement No. 87 “Leases”:** The requirements of this statement are effective for reporting periods beginning after December 15, 2020 (FY 2021-22). The result of this statement is to treat certain leases previously recorded as operating leases now as capital leases. The right-to-use lease is capitalized and amortized and the obligation to make lease payments is recorded as capital lease obligations.
- **Statement No. 92 “Omnibus 2020”:** The requirements of this statement are effective for reporting periods beginning after June 15, 2021 (FY 2021-22). The result of this statement is to address practice issues previously identified during the implementation and application of certain GASB Statements.
- **Statement No. 99 “Omnibus 2022”:** The requirements of this statement are effective upon issuance (FY 2021-22). The result of this statement is to extend the use of LIBOR, address accounting for Supplemental Nutrition Assistance Program (SNAP) distributions, include disclosures for nonmonetary transactions, clarify certain aspects related to Statement No. 87 leases, clarify pledges of future revenues when resources are not received by the pledging government, clarify issues related to the focus of the government-wide financial statements, and make certain terminology updates.

### NOTE 2: CASH AND INVESTMENTS

Total County cash and investments on June 30, 2022 were as follows:

Imprest cash	\$	820
Deposits in bank		3,352,409
		<u>3,353,229</u>
Investments:		
In Treasurer's pool		181,167,635
Total Cash and Investments	\$	<u><u>184,520,864</u></u>

Cash and investments were presented in the County's financial statements as follows:

	<u>Total</u>	<u>Unrestricted</u>	<u>Restricted</u>
Primary government	\$ 75,555,244	\$ 64,786,924	\$ 10,768,320
Custodial funds			
External Investment Pool	85,224,981	85,224,981	--
Other custodial funds	23,740,639	23,740,639	--
	<u>\$ 184,520,864</u>	<u>\$ 173,752,544</u>	<u>\$ 10,768,320</u>

Restricted cash balances include \$5,141,518 held in the County's Solid Waste fund and required by state and federal laws to finance closure and postclosure costs, and \$5,626,802 of unspent bond proceeds reported in the Mono County Justice Facility Capital Projects fund.

### Investments

The County's cash and investments are invested by the County Treasurer, in accordance with investment policy guidelines, bond indenture agreements and California Government Code. The objectives of the policy, in order of priority, include safety of principal, liquidity and yield. The policy addresses the soundness of financial institutions in which the County will deposit funds, types of investment instruments permitted by the California Government Code,

## COUNTY OF MONO

### Notes to the Basic Financial Statements For the Year Ended June 30, 2022

and the percentage of the portfolio that may be invested in certain instruments. A copy of the county investment policy or the bond indenture agreements are available upon request from the Mono County Treasurer at P.O Box 556, Bridgeport CA 93517-0556. The Treasury Oversight Committee has oversight for all monies deposited into the Treasury Pool. The Committee requires an annual audit to ensure the County's Investment Portfolio complies with its policy and California Government Code Section 53601.

The Board of Supervisors reviews and approves the investment policy annually. The County Treasurer prepares and submits a comprehensive investment report to the Board of Supervisors every quarter. The report covers the type of investments in the pool, maturity dates, par value, actual costs, and fair value.

The table below identifies the investment types that are authorized for the County by the California Government Code or the County's investment policy, where more restrictive. The table also identifies certain provisions of the County's investment policy that address interest rate risk, credit risk, and concentration risk. Not addressed in the table are investments with fiscal agents external to the pool. A separate investment policy governs, namely the bond indenture agreement, these investments.

Authorized Investment Type	Maximum Maturity	Maximum Percentage of Portfolio	Maximum Investment in One Issuer
Federal Agency Obligations	5 years	None	None
U.S. Treasury Bills	5 years	None	None
Local Agency Bonds and Obligations	5 years	None	None
State of California Notes & Bonds	5 years	None	None
Notes & Bonds of Other 49 States	5 years	None	None
Supranational Bonds	5 years	30%	None
Banker's Acceptances	180 days	40%	30%
Commercial Paper - Selected Agencies	270 days	40%	10%
Commercial or Savings Bank and Credit Union	N/A	30%	10%
Negotiable Certificates of Deposit	5 years	30%	None
Reverse Repurchase Agreements	92 days	20%	None
Medium-Term Corporate Notes	5 years	30%	None
Money Market Mutual Funds	N/A	20%	10%
Local Agency Investment Fund (LAIF)	N/A	None	None
California Asset Management Program	N/A	20%	None

On June 30, 2022, the County had the following investments:

	Interest Rates	Maturities	Par	Fair Value	WAM (Years)
Investments in Investment Pool					
Federal Agency Issues - Coupon	0.125%-4%	9/9/22-5/26/27	\$ 45,900,000	\$ 45,890,526	2.69
U.S. Treasuries	0.125%-2.125%	9/30/22-4/30/27	18,000,000	17,821,715	2.64
Medium Term Corporate Bonds	0.7%-3.5%	8/1/22-2/1/27	12,500,000	12,518,706	1.97
Negotiable Certificates of Deposit	0.35%-3.6%	8/9/22-5/19/27	25,980,000	25,978,541	1.94
Commercial Paper	0%-0%	7/22/22-3/10/23	5,000,000	4,954,767	0.35
Municipal Bonds	0.58%-6.091%	8/1/22-6/1/27	11,500,000	12,360,717	2.55
Local Government Investment Pools	Variable	On-Demand	61,642,663	61,642,663	0.00
Total investments in investment pool			<u>\$ 180,522,663</u>	<u>\$ 181,167,635</u>	1.54



## COUNTY OF MONO

Notes to the Basic Financial Statements  
For the Year Ended June 30, 2022

### Interest Rate Risk

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The general rule is the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. The County manages its exposure to declines in fair values by purchasing a combination of shorter term and longer-term investments and by timing maturities to provide the necessary cash flow and liquidity needed for operations. The benchmark used by the County is to limit the weighted average maturity (WAM) of its investment portfolio to two years or less in accordance with its investment policy.

### Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. State law and the County's Investment Policy limit investments in commercial paper to the rating of A1 by Standards & Poor's or P-1 by Moody's Investors Service. State law and the County's Investment Policy also limit investments in corporate bonds to the rating of A by Standard & Poor's and Moody's Investors Service. The County does not impose credit limits on government agency securities.

### Concentration of Credit Risk

The following is a summary of the credit quality distribution and concentration of credit risk by investment type as a percentage of pooled investments on June 30, 2022.

	Quality Rating Range	% of Portfolio
Federal Agency Issues - Coupon	Aaa	25.33%
U.S. Treasuries	Aaa	9.84%
Medium Term Corporate Bonds	Aaa to A1	6.91%
Negotiable Certificates of Deposit	Unrated	14.34%
Commercial Paper	P-1	2.73%
Municipal Bonds	Aaa to A1	6.82%
LAIF	Unrated	34.03%
Total		100.00%

The County investment policy contains no limitations on the amount that can be invested in any one issuer beyond that stipulated by the California Government Code. Investments in any one issuer (Other than U.S. Treasury securities, mutual funds, or external investment pools) that represent 5 percent or more of the total County pooled investments are as follows:

Issuer	Investment Type	Percentage Holdings	Amount
Federal Home Loan Bank	Federal Agency Obligations	10.00%	\$ 17,252,691
Federal Credit Farm Bureau	Federal Agency Obligations	8.83%	\$ 15,990,587

### Custodial Credit Risk

Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, the County will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of

## COUNTY OF MONO

### Notes to the Basic Financial Statements For the Year Ended June 30, 2022

an outside party. The California Government Code requires that a financial institution secure deposits made by state or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law. The market value of the pledged securities in the collateral pool must equal to at least 110% of the total amount deposited by the public agencies.

The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in possession of another party. The California Government Code and the County's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for deposits or investments.

The County considered none of its deposits or investments on June 30, 2022, unnecessarily exposed to custodial credit risk.

#### Local Agency Investment Fund

The County Treasurer's Pool maintains an investment in the State of California Local Agency Investment Fund (LAIF). LAIF is part of the Pooled Money Investment Account (PMIA), an investment pool consisting of funds held by the state in addition to those deposited in LAIF. All PMIA funds are managed by the Investment Division of the State Treasurer's Office. This fund is not registered with the Securities and Exchange Commission as an investment company but is required to invest according to California Government Code. Participants in the pool include voluntary and involuntary participants, such as special districts and school districts for which there are legal provisions regarding their investments. The Local Investment Advisory Board (Board) has oversight responsibility for LAIF. The Board consists of five members as designated by State Statute.

The County's total investment in the Local Agency Investment Fund (LAIF), managed by the Treasurer for the State of California was \$28,606,728. The total amount invested by all public agencies in LAIF at June 30, 2022, was \$234.5 billion, the majority of which is invested in non-derivative financial products. The average maturity of PMIA investments was 311 days as of June 30, 2022. The value of pool shares in LAIF, which may be withdrawn, is determined on an amortized cost basis, which is different from the fair value of the pooled treasury's portion in the pool.

#### California Asset Management Program

The County Treasurer's Pool maintains an investment in the California Asset Management Program (CAMP). On June 30, 2022, the County's investment to CAMP was \$33,035,935. The weighted average to maturity of CAMP investments was 28 days as of June 30, 2022. The Board of Trustees, which is made up of experienced local government directors and treasurers, has oversight responsibility for CAMP. The value of the pool shares in CAMP, which may be withdrawn, is determined on an amortized cost basis, which is different than the fair value of the County Treasurer's portion of the pool. CAMP's investment policy does not permit the purchase of asset-backed securities (Government Code 53601(n)) but does permit the purchase of commercial paper (Government Code 53601(h)), which can include asset-backed commercial paper.

#### County Investment Pool Condensed Financial Statements

The following represents a condensed statement of net position and changes in net position for the Treasurer's investment pool as of and for the fiscal year ended June 30, 2022:

## COUNTY OF MONO

Notes to the Basic Financial Statements  
For the Year Ended June 30, 2022

### Statement of Net Position

Net position held for pool participants	\$ 184,520,044
Equity of external pool participants (voluntary and involuntary)	\$ 85,224,981
Equity of internal pool participants	99,295,063
Total net position	<u>\$ 184,520,044</u>

### Statement of Changes in Net Position

Net position at July 1, 2021	\$ 143,140,834
Net change in investments by pool participants	41,379,210
Net position at June 30, 2022	<u>\$ 184,520,044</u>

### Fair Value Measurements

The County categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. These principles recognize a three-tiered fair value hierarchy based on the valuation inputs used to measure the fair value of the asset, as follows:

- Level 1: Investments reflect prices quoted in active markets for identical assets.
- Level 2: Investments reflect prices that are based on a similar observable asset either directly or indirectly, which may include inputs in markets that are not considered to be active.
- Level 3: Investments reflect prices based upon unobservable sources which reflect the County's own assumptions about the inputs market participants would use in pricing the asset. Unobservable inputs are developed based on the best information available in the circumstances and may include the County's own data.

The County's investments measured at fair value as of June 30, 2022 are as follows:

		Fair Value Measurements Using		
		Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
<b>Investments in Investment Pool</b>				
Federal Agency Issues - Coupon	\$ 45,890,526	\$ -	\$ 45,890,526	\$ -
U.S. Treasuries	17,821,715	-	17,821,715	-
Medium Term Corporate Bonds	12,518,706	-	12,518,706	-
Negotiable Certificates of Deposit	25,978,541	-	25,978,541	-
Commercial Paper	4,954,767	-	4,954,767	-
Municipal Bonds	12,360,717	-	12,360,717	-
Total investments measured at fair value	<u>119,524,972</u>	<u>\$ -</u>	<u>\$ 119,524,972</u>	<u>\$ -</u>
<b>Investments measured at amortized cost:</b>				
LAIF	28,606,728			
CAMP	33,035,935			
Total investments in Investment Pool	<u>\$ 181,167,635</u>			

**COUNTY OF MONO**

Notes to the Basic Financial Statements  
For the Year Ended June 30, 2022

**NOTE 3: INTERFUND TRANSACTIONS**

The composition of interfund balances as of June 30, 2022, is as follows:

***Due to/from other funds:***

<u>Receivable Fund</u>	<u>Payable Fund</u>	<u>Amount</u>
General Fund	Internal Service Funds	\$ 38,364
General Fund	Nonmajor Governmental Funds	9,410
Realignment	Nonmajor Governmental Funds	466,734
Public Health	Nonmajor Governmental Funds	183,015
		<u>\$ 697,523</u>

The above balances reflect temporary loans to cover cash deficits on June 30.

***Advances to/from other funds:***

Advances to/from other funds represent interfund loans not anticipated to be paid within the subsequent year.

<u>Receivable Fund</u>	<u>Payable Fund</u>	<u>Amount</u>
General Fund	Nonmajor Governmental Funds	\$ 99,013

In 2019, the County's General Fund advanced \$99,013 to complete funding of the County's Revolving Loan Fund at the maximum amount of \$300,000, as authorized by Resolution 15-81. The Revolving Loan Fund is established to purchase deed-restricted properties and thereby preserve affordable housing units. Of the maximum of \$300,000 established for the program, \$200,987 is funded from the County's Housing Mitigation Fund, and the remaining \$99,013 is advanced by the County's General Fund. The advance is to be repaid upon termination of the Revolving Loan Fund program.

**COUNTY OF MONO**

Notes to the Basic Financial Statements  
For the Year Ended June 30, 2022

**Transfers:**

Transfers are indicative of funding for capital projects, debt service, subsidies of various County operations and re-allocations of special revenues.

Transfer from	Transfer to	Amount
General Fund	Road	\$ 522,033
General Fund	Nonmajor Governmental Funds	1,515,874
General Fund	Internal Service Funds	441,254
Road Fund	Internal Service Funds	25,527
Realignment Fund	General Fund	791,290
Realignment Fund	Nonmajor Governmental Funds	1,012,509
Realignment Fund	Internal Service Funds	101,024
Mental Health Services Act	Public Health	1,748
Mental Health Services Act	Nonmajor Governmental Funds	154,649
Public Health	Nonmajor Governmental Funds	456,390
Public Health	Internal Service Funds	177,828
Nonmajor Governmental Funds	General Fund	5,580
Nonmajor Governmental Funds	Mental Health Services Act	34,320
Nonmajor Governmental Funds	Public Health	19,148
Nonmajor Governmental Funds	Nonmajor Governmental Funds	437,666
	Total	<u>\$ 5,696,840</u>

# COUNTY OF MONO

## Notes to the Basic Financial Statements For the Year Ended June 30, 2022

### NOTE 4: CAPITAL ASSETS

Capital asset activity for the year ended June 30, 2022, was as follows:

	Balance (Restated) July 1, 2021	Additions	Transfers & Adjustments	Retirements	Balance June 30, 2022
<b>Governmental Activities</b>					
Capital assets, not being depreciated:					
Land	\$ 6,793,617	\$ --	\$ --	\$ --	\$ 6,793,617
Land easements	--	--	10,586	--	10,586
Construction in progress	4,010,219	3,394,475	(2,130,393)	(30,762)	5,243,539
Total capital assets, not being depreciated	<u>10,803,836</u>	<u>3,394,475</u>	<u>(2,119,807)</u>	<u>(30,762)</u>	<u>12,047,742</u>
Capital assets, being depreciated:					
Infrastructure	98,912,764	--	1,322,581	--	100,235,345
Structures and improvements	41,311,378	--	108,388	--	41,419,766
Equipment	21,632,641	1,045,154	699,424	(741,747)	22,635,472
Intangibles	1,548,436	--	(10,586)	--	1,537,850
Total capital assets, being depreciated	<u>163,405,219</u>	<u>1,045,154</u>	<u>2,119,807</u>	<u>(741,747)</u>	<u>165,828,433</u>
Less accumulated depreciation for:					
Infrastructure	(84,610,320)	(968,798)	--	--	(85,579,118)
Structures and improvements	(10,803,117)	(967,063)	--	--	(11,770,180)
Equipment	(16,664,080)	(1,366,618)	--	741,747	(17,288,951)
Intangibles	(1,291,444)	(81,180)	--	--	(1,372,624)
Total accumulated depreciation	<u>(113,368,961)</u>	<u>(3,383,659)</u>	<u>--</u>	<u>741,747</u>	<u>(116,010,873)</u>
Total capital assets, being depreciated, net	<u>50,036,258</u>	<u>(2,338,505)</u>	<u>2,119,807</u>	<u>--</u>	<u>49,817,560</u>
Right-to-use leased assets, amortizable:					
Structures and improvements	282,517	100,951	--	--	383,468
Less: accumulated amortization for:					
Structures and improvements	(55,915)	(51,048)	--	--	(106,963)
Total right-to-use leased assets, amortizable, net	<u>226,602</u>	<u>49,903</u>	<u>--</u>	<u>--</u>	<u>276,505</u>
Governmental activities capital assets, net	<u>\$ 61,066,696</u>	<u>\$ 1,105,873</u>	<u>\$ --</u>	<u>\$ (30,762)</u>	<u>\$ 62,141,807</u>
<b>Business-Type Activities</b>					
Capital assets, not being depreciated:					
Land	\$ 328,423	\$ --	\$ --	\$ --	\$ 328,423
Total capital assets, not being depreciated	<u>328,423</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>328,423</u>
Capital assets, being depreciated:					
Infrastructure	545,141	--	--	--	545,141
Structures and improvements	7,742,204	--	--	--	7,742,204
Equipment	1,681,630	7,476	--	--	1,689,106
Total capital assets, being depreciated	<u>9,968,975</u>	<u>7,476</u>	<u>--</u>	<u>--</u>	<u>9,976,451</u>
Less accumulated depreciation for:					
Infrastructure	(97,821)	(24,797)	--	--	(122,618)
Structures and improvements	(3,257,551)	(355,680)	--	--	(3,613,231)
Equipment	(1,544,923)	(17,740)	--	--	(1,562,663)
Total accumulated depreciation	<u>(4,900,295)</u>	<u>(398,217)</u>	<u>--</u>	<u>--</u>	<u>(5,298,512)</u>
Total capital assets, being depreciated, net	<u>5,068,680</u>	<u>(390,741)</u>	<u>--</u>	<u>--</u>	<u>4,677,939</u>
Business-type activities capital assets, net	<u>\$ 5,397,103</u>	<u>\$ (390,741)</u>	<u>\$ --</u>	<u>\$ --</u>	<u>\$ 5,006,362</u>

## COUNTY OF MONO

Notes to the Basic Financial Statements  
For the Year Ended June 30, 2022

### Depreciation and Amortization

Depreciation and amortization expense was charged to governmental functions as follows:

General government	\$ 651,829
Public protection	115,467
Public ways and facilities	1,335,842
Health and sanitation	65,687
Public assistance	16,292
Recreation and culture	172,110
Capital assets held by the government's internal service funds are charged to the various functions based on their usage of the asset	<u>1,077,480</u>
Total Depreciation and Amortization Expense - Governmental Functions	<u><u>\$ 3,434,707</u></u>

Depreciation expense was charged to the business-type functions as follows:

Solid Waste	\$ 77,483
Airport	<u>320,734</u>
Total Depreciation Expense - Business-Type Functions	<u><u>\$ 398,217</u></u>

### NOTE 5: LONG-TERM LIABILITIES

#### **Leases as Lessee**

The County entered into two lease agreements with third parties. The lease agreements include the right-to-use for building and office space. The lease terms include noncancelable period of the lease and extensions the County is reasonably certain to exercise and vary with each contract. Neither lease had any variable payments, residual value guarantees, or termination penalties during the fiscal year ended June 30, 2022. The related assets and obligations are recorded using the County's incremental borrowing rate at the inception of the leases.

The following table presents the lease assets and related amortization for governmental activities as of June 30, 2022:

	Balance (Restated) July 1, 2021	Increases	Decreases	Balance June 30, 2022
Lease assets:				
Structures & Improvements	\$ 282,517	\$ 100,951	\$ -	\$ 383,468
Total leases assets	<u>282,517</u>	<u>100,951</u>	<u>-</u>	<u>383,468</u>
Less accumulated amortization for:				
Structures & Improvements	(55,915)	(51,048)	-	(106,963)
Total accumulated amortization	<u>(55,915)</u>	<u>(51,048)</u>	<u>-</u>	<u>(106,963)</u>
Total lease assets, net	<u><u>\$ 226,602</u></u>	<u><u>\$ 49,903</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 276,505</u></u>

## COUNTY OF MONO

### Notes to the Basic Financial Statements For the Year Ended June 30, 2022

The following table presents the future obligations and net present value of these minimum lease payments as of June 30, 2022, to maturity:

Fiscal Year Ending June 30,	Governmental Activities		
	Principal	Interest	Total
2023	\$ 40,489	\$ 10,336	\$ 50,825
2024	45,156	8,784	53,940
2025	48,308	7,107	55,415
2026	51,636	5,314	56,950
2027	55,148	3,397	58,545
2028-2031	64,141	3,534	67,675
<b>Total</b>	<b>\$ 304,878</b>	<b>\$ 38,472</b>	<b>\$ 343,350</b>

### Long-term Debt and Other Liabilities

The following is a summary of long-term liabilities transactions for the year ended June 30, 2022:

	Balance (Restated) July 1, 2021	Additions	Retirements	Balance June 30, 2022	Due Within One Year
<b>Governmental Activities</b>					
Pension obligation bonds	\$ 314,300	\$ -	\$ (151,100)	\$ 163,200	\$ 163,200
Certificates of Participation	19,610,000	6,592,000	(345,000)	25,857,000	643,000
Premium	2,077,274	-	(75,537)	2,001,737	75,537
Leases	240,188	100,951	(36,261)	304,878	40,489
Compensated absences	3,307,869	2,194,902	(2,053,608)	3,449,163	1,963,332
Net pension liability	58,880,031	2,046,497	(23,029,109)	37,897,419	-
Net OPEB liability	8,241,779	2,150,697	(8,120,141)	2,272,335	-
Claims liability	3,420,991	1,170,122	(804,833)	3,786,280	3,764,350
Total Governmental Activities					
Long-term liabilities	<u>\$ 96,092,432</u>	<u>\$ 14,255,169</u>	<u>\$ (34,615,589)</u>	<u>\$ 75,732,012</u>	<u>\$ 6,649,908</u>
<b>Business-type Activities</b>					
Refunded certificates of participation	\$ 1,180,900	\$ -	\$ (279,100)	\$ 901,800	\$ 286,700
Net pension liability	1,166,514	6,991	(459,178)	714,327	-
Compensated absences	66,948	51,718	(75,579)	43,087	43,087
Landfill postclosure cost	13,533,612	313,473	-	13,847,085	-
Total Business-type Activities					
Long-term liabilities	<u>\$ 15,947,974</u>	<u>\$ 372,182</u>	<u>\$ (813,857)</u>	<u>\$ 15,506,299</u>	<u>\$ 329,787</u>

Claims and judgments are paid from the self-insurance fund held by a third-party administrator and County funds are charged directly for their appropriate insurance cost. In the Governmental activities, the liabilities for compensated absences, net pension liability, and net OPEB liability are primarily liquidated by the County's general fund and several special revenue funds.



**COUNTY OF MONO**

Notes to the Basic Financial Statements  
For the Year Ended June 30, 2022

As of June 30, 2022, annual debt service requirements to maturity are as follows:

Year Ending June 30	Governmental Activities			
	Bonds Payable		Certificates of Participation	
	Principal	Interest	Principal	Interest
2023	\$ 163,200	\$ 6,628	\$ 643,000	\$ 1,076,366
2024	-	-	617,000	1,099,498
2025	-	-	645,000	1,072,007
2026	-	-	673,000	1,043,248
2027	-	-	702,000	1,013,204
2028-2032	-	-	4,028,000	4,562,569
2033-2037	-	-	4,973,000	3,615,347
2038-2042	-	-	6,076,000	2,509,307
2043-2047	-	-	5,085,000	1,257,625
2048-2049	-	-	2,415,000	122,375
	<u>\$ 163,200</u>	<u>\$ 6,628</u>	<u>\$ 25,857,000</u>	<u>\$ 17,371,546</u>

Year Ending June 30	Business-Type Activities	
	Certificates of Participation	
	Principal	Interest
2023	\$ 286,700	\$ 38,687
2024	299,000	26,388
2025	316,100	13,561
	<u>\$ 901,800</u>	<u>\$ 78,636</u>

# COUNTY OF MONO

## Notes to the Basic Financial Statements For the Year Ended June 30, 2022

Long-term debt on June 30, 2022, consisted of the following:

	Date of Issue	Date of Maturity	Interest Rates	Annual Principal Installments	Original Issue Amount	Outstanding at June 30, 2022
<b>Governmental activities</b>						
<i>Direct borrowings and direct placements:</i>						
2012 PERS Side Fund Refunding	02/12	02/18 - 02/23	4.36%	\$116,300 - \$762,900	\$ 4,612,900	\$ 163,200
<p>On February 28, 2012, the County issued bonds to refund the PERS Side Funds of certain public safety tier plans. Expenses associated with the refunding totaled \$89,244 for a total refunding bond issuance of \$4,612,900. Principal remaining at June 30, 2019, is for 1st Tier Fire (EMS) refunded at 4.63% with semi-annual payments and the final payment due on February 28, 2023. The Bonds are secured by a pledge of all of the the County's revenues not encumbered for a special purpose. The borrowing contains an event of default that changes the timing of repayment of the outstanding amounts to become immediate due if the County is unable to make payment.</p>						
<i>Other borrowings:</i>						
2018 Certificates of Participation	12/18	10/20 - 10/48	3.9956%	\$330,000 - \$1,240,000	\$ 19,940,000	\$ 19,265,000
<p>On December 20, 2018, the County issued \$19,940,000 of Certificates of Participation, Series 2018 A for the purpose of financing construction of a Mono County Civic Center located within the Town of Mammoth Lakes. The certificates were issued at a premium of \$2,266,117, for a total net proceeds of \$20,500,000, net of costs of issuance and capitalized interest to fund interest payments on the debt for 21 months during construction. Debt repayment terms include a 30-year repayment term beginning October 1, 2020 and ending October 1, 2048, with interest accruing at an average annual rate of 3.9956%, resulting in average annual debt service of \$1,275,800. The Economic Development Corporation pledges certain lease revenues subject to ground lease of the constructed Civic Center facility. The borrowing contains an event of default that changes the timing of repayment of the outstanding amounts to become immediately due if the County is unable to make payment.</p>						
2022 Property Lease Financing - Jail Replacement Project	6/22	10/22 - 10/41	3.3500%	\$242,000 - \$441,000	\$ 6,592,000	\$ 6,592,000
<p>On June 23, 2022, the County issued \$6,592,000 of Certificates of Participation for the purpose of financing construction of a Mono County Replacement Jail Facility located in Bridgeport. The certificates were issued its face amount through a private placement, for a total net proceeds of \$6,450,000, net of costs of issuance. Debt repayment terms include a 20-year repayment term beginning October 1, 2022 and ending October 1, 2041, with interest accruing at an average annual rate of 3.35%, resulting in average annual debt service of \$465,766. The Economic Development Corporation pledges certain lease revenues subject to ground lease of other County property pledged as collateral. The borrowing contains an event of default that changes the timing of repayment of the outstanding amounts to become immediately due if the County is unable to make payment.</p>						
<b>Business-type activities</b>						
<i>Direct borrowings and direct placements:</i>						
2011 Refunding of COPS 2001A	03/11	05/11 - 05/25	4.29%	\$189,000 - \$316,100	\$ 3,609,000	\$ 901,800
<p>In March 2011, the County refunded its 2001 Series A Certificates of Participation in the amount of \$3,770,000. The new certificates of participation bear interest at 4.29% and are due in biannual installments ranging from \$230,493 to \$322,881 through May 1, 2025. The certificates of participation were issued to finance the closure of certain County landfills. The Economic Development Corporation pledges certain lease revenues subject to ground lease of the County property pledged as collateral. The borrowing contains an event of default that changes the timing of repayment of the outstanding amounts to become immediate due if the County is unable to make payment.</p>						

### Arbitrage

The Tax Reform Act of 1986 instituted certain arbitrage restrictions with respect to the issuance of tax-exempt bonds after August 31, 1986. Arbitrage regulations deal with the investment of all tax-exempt bond proceeds at an interest yield greater than the interest yield paid to bondholders. Generally, all interest paid to bondholders can be retroactively rendered taxable if applicable rebates are not reported and paid to the Internal Revenue Service every five years. During the current fiscal year, the County performed calculations of excess investment earnings on various bonds and financings and, as of June 30, 2022, did not expect to incur a liability.

### NOTE 6: CLOSURE AND POSTCLOSURE LIABILITY

The County of Mono has six landfill sites. State and federal laws and regulations require the County to perform certain closure and postclosure maintenance and monitoring functions at the site for thirty years after closure. Although closure and postclosure care costs will be paid only near or after the date the landfills stop accepting waste, the County reports a portion of these closure and postclosure care costs as an expenditure in each year based on landfill capacity used as of each balance sheet date. The \$13,847,085 reported as closure and postclosure liability in the Solid Waste Fund

## COUNTY OF MONO

### Notes to the Basic Financial Statements For the Year Ended June 30, 2022

at June 30, 2022, represents the cumulative amount reported to date based on the following estimated percentages of capacity applied to the estimated closure and postclosure care costs:

Landfill Site	Estimated Closure Costs	Estimated Postclosure Costs	Total Estimated Cost	Estimated Total Capacity (Cubic Yards)	Remaining Capacity (Cubic Yards)	Estimated Capacity Used (Cubic Yards)	Estimated Percentage of Capacity Used through June 30, 2021	Landfill Closure and Postclosure Liability at June 30, 2022
Benton Crossing	\$ 6,841,293	\$ 3,993,554	\$ 10,834,847	2,617,900	519,995	2,097,905	80.14%	\$ 8,682,715
Pumice Valley	2,669,172	3,438,750	6,107,922	741,360	617,783	123,577	16.67%	1,018,127
Walker	1,612,799	1,809,529	3,422,328	340,716	109,747	230,969	67.79%	2,319,972
Benton*	--	832,559	832,559	--	--	--	100.00%	458,570
Bridgeport*	--	1,021,627	1,021,627	--	--	--	100.00%	881,972
Chalfant*	--	792,707	792,707	--	--	--	100.00%	485,729
Total	<u>\$ 11,123,264</u>	<u>\$ 11,888,726</u>	<u>\$ 23,011,990</u>	<u>3,699,976</u>	<u>1,247,525</u>	<u>2,452,451</u>	<u>66.28%</u>	<u>\$ 13,847,085</u>

\* Landfills are closed and tracking of statistics is no longer required or useful. Total estimated costs for closed landfills is the unamortized cost.

The County will recognize the remaining estimated cost of closure and postclosure care of \$9,164,905 as the remaining estimated capacity is filled. These amounts are based on what it would cost to perform all closure and post-closure care in 2022. Actual costs may be higher due to inflation, change in technology, or changes in regulations.

The County is required by state and federal laws and regulations to make annual contributions to a trust or pledge future revenues to finance closure and postclosure costs. On June 30, 2022, cash and investments of \$5,141,518 were held as restricted cash for these purposes. The County expects that future inflation costs will be paid from interest earnings on these annual contributions. However, if interest earnings are inadequate or additional postclosure care requirements are determined (due to changes in technology or applicable laws or regulations, for example) these costs may need to be covered by charges to future landfill users or from future tax revenues. The County has elected to utilize the Pledge of Revenue financial assurance mechanism.

#### NOTE 7: EMPLOYEES' RETIREMENT PLAN

##### **Plan Description**

All qualified permanent and probationary employees of Mono County and Mono County Superior Court (non-judicial employees) are eligible to participate in the County's separate Safety (sheriff, emergency medical services, probation officers, and certain district attorney members) or Miscellaneous (all others) Plans. The County's Safety Plan is a cost-sharing multiple-employer defined benefit plan while the Miscellaneous Plan is an agent multiple-employer defined benefit pension plan. The County's Safety and Miscellaneous Plans are part of the California Public Employees Retirement System (CalPERS), a public employee retirement system that acts as a common investment and administrative agent for participating public entities within the State of California. Benefit provisions and other requirements are established by State statute and County resolution. CalPERS issues publicly available financial report that include a full description of the pension plans regarding benefit provisions, assumptions and membership information that can be found on the CalPERS website.

The County's Miscellaneous plan includes the local Court employees. In accordance with the Trial Court Fund Act, Court employees are no longer employees of the County, but of the State instead. The Public Employees Retirement Law (PERL) provides that in counties contracting with CalPERS Board, the trial court and County participate in CalPERS by a joint contract. California law requires the combining of assets and liabilities of a county and a trial court contracting with CalPERS for purposes of setting the employer contribution rates for both the county and the trial court. Additionally, the County and the trial court provide a single benefit package to eligible employees. Accordingly, the Court's proportion of the collective pension amounts have been excluded from the County's net pension liability and related deferred inflows and outflows of resources.

##### **Benefits Provided**

## COUNTY OF MONO

Notes to the Basic Financial Statements  
For the Year Ended June 30, 2022

CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members upon retirement, disability, or death of members. Retirement benefits are based on years of service, final average compensation, and retirement age. Employees terminating before accruing five years of retirement service credit forfeit the right to receive retirement benefits unless they establish reciprocity with another public agency within a prescribed period. Non-vested employees who terminate service are entitled to withdraw their accumulated contributions plus accrued interest. Employees who terminate service after earning five years of retirement service credit may leave their contributions on deposit and elect to take a deferred retirement. Differences between expected and actual experience for vested and non-vested benefits may result in an increase or decrease to pension expense and net pension liability.

Service-related disability benefits are provided to safety members and are based on final compensation. Nonservice-related disability benefits are provided to both safety and miscellaneous members. The benefit is based on final compensation, multiplied by *service*, which is determined as follows:

- *service* is CalPERS credited service, for members with less than 10 years of service or greater than 18.518 years of service; or
- *service* is CalPERS credited service plus the additional number of years that the member would have worked until age 60, for members with at least 10 years but not more than 18.518 years of service.

Death benefits are based upon a variety of factors including whether the participant was retired or not.

Annual cost-of-living adjustments (COLAs) after retirement are provided in all plans. COLAs are granted to retired members each May based upon the Bureau of Labor Statistics Average Consumer Price Index for All Urban Consumers for the previous calendar year and is subject to a maximum of 2% per annum.

The Plans' provisions and benefits in effect during the fiscal year ended June 30, 2022, are summarized as follows:

	Miscellaneous		
	Tier 1	Tier 2	Tier 3
Hire Date	Prior to June 1, 2012	On or after June 1, 2012	On or after Jan. 1, 2013
Benefit formula	2.7% @55	2.5% @55	2% @62
Benefit vesting schedule	5 years of service	5 years of service	5 years of service
Benefit payments	monthly for life	monthly for life	monthly for life
Retirement age	50-55	50-55	52-67
Monthly benefits, as % of eligible compensation	2.00%-2.50%	2.00%-2.75%	1.00%-2.50%
Required employee contribution rates	8%	8%	7.00%
Required employer contribution rates	10.710%	10.710%	10.710%
Status	Open	Open	Open

# COUNTY OF MONO

## Notes to the Basic Financial Statements For the Year Ended June 30, 2022

	Safety				
	Peace Officer Tier 1	Peace Officer Tier 2	Sheriff Tier 1	Sheriff Tier 2	Fire Tier 1
Hire Date	Prior to July 1, 2004	Prior to Jan. 1, 2013	Prior to Jan. 1, 2013	On or after Dec. 27, 2012	Prior to July 1, 2007
Benefit formula	3% @50	3% @50	3% @50	3% @55	3% @50
Benefit vesting schedule	5 years of service	5 years of service	5 years of service	5 years of service	5 years of service
Benefit payments	monthly for life	monthly for life	monthly for life	monthly for life	monthly for life
Retirement age	50	50	50	55	50
Monthly benefits, as % of eligible compensation	3.00%	2.50%	3.00%	3.00%	3.00%
Required employee contribution rates	9.00%	9.00%	9.00%	9.00%	9.00%
Required employer contribution rates	23.710%	23.710%	23.710%	20.640%	23.710%
Status	Open	Open	Open	Open	Open
	Fire Tier II	Peace Officer Pepra - Tier 3	Sherif Pepra - Tier 3	Fire Pepra - Tier 3	
Hire Date	On or after July 1, 2007/ Prior to Jan. 1, 2013	On or after Jan 1. 2013	On or after Jan 1. 2013	On or after Jan 1. 2013	
Benefit formula	2% @50	2.7% @57	2.7% @57	2.7% @57	
Benefit vesting schedule	5 years of service	5 years of service	5 years of service	5 years of service	
Benefit payments	monthly for life	monthly for life	monthly for life	monthly for life	
Retirement age	50	57	57	57	
Monthly benefits, as % of eligible compensation	2.00%	2.70%	2.70%	2.70%	
Required employee contribution rates	9.00%	12.00%	12.00%	12.00%	
Required employer contribution rates	19.250%	13.130%	13.130%	13.130%	
Status	Open	Open	Open	Open	

Two of the Mono public employee organization's represented employees cost share a portion of the required employer contribution rate. In effect for the fiscal year ended June 30, 2022, the Deputy Sheriff Association (DSA) represented employees hired on or before January 1, 2013, make contributions equal to their required employee contribution rate of 9% plus an additional 3% of the County's employer contribution on a pre-tax basis. The employer makes contributions equal to their required employer contribution rate less the 3% contributed by eligible DSA members. Beginning on June 26, 2022, the Paramedic Fire Rescue Association (PFRA) represented employees hired on or before December 31, 2012, make contributions equal to their required employee contribution rate of 9% plus an additional 3% of the County's employer contribution on a pre-tax basis. The employer makes contributions equal to their required employer contribution rate less the 3% contributed by eligible PFRA members. All other contribution rates for the remaining eligible employees are made at the required contribution rates as described above and determined by CalPERS actuarial valuations.

### Employees Covered

As of June 30, 2022, the following employees were covered by the benefit terms for the Miscellaneous Plan. The corresponding data is not available for employees included in the Safety Plan as the plan is a cost-sharing multiple employer plan:

	Miscellaneous
Inactive employees or beneficiaries currently receiving benefits	348
Inactive employees entitled to but not yet receiving benefits	216
Active employees	210
	<u>774</u>

**COUNTY OF MONO**

Notes to the Basic Financial Statements  
For the Year Ended June 30, 2022

**Contributions**

Section 20814(c) of the California Public Employees' Retirement Law requires the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. Funding contributions for all Plans are determined annually on an actuarial basis as of June 30 by CalPERS. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The County is required to contribute the difference between the actuarially determined rate and the contribution rate of employees.

For the year ended June 30, 2022, contributions recognized as part of pension expense for the plan were as follows:

	Employer Contributions		
	Total	Miscellaneous	Safety
Governmental activities:			
Governmental funds	\$ 6,990,286	\$ 4,236,427	\$ 2,753,859
Motor Pool Internal Service fund	75,681	75,681	-
Total governmental activities	<u>7,065,967</u>	<u>4,312,108</u>	<u>2,753,859</u>
Business type activities			
Solid Waste fund	145,180	145,180	-
	<u>\$ 7,211,147</u>	<u>\$ 4,457,288</u>	<u>\$ 2,753,859</u>

**Pension Liabilities**

As of June 30, 2022, the County reported net pension liabilities for its proportionate shares of the net pension liability of each Plan as follows:

	Total	Miscellaneous	Safety
Governmental Activities:			
Governmental funds	\$ 37,653,103	\$ 22,049,700	\$ 15,603,403
Motor Pool ISF	244,316	244,316	-
Total governmental activities	<u>37,897,419</u>	<u>22,294,016</u>	<u>15,603,403</u>
Business type activities			
Solid Waste fund	<u>714,327</u>	<u>714,327</u>	<u>-</u>
Total Mono County	38,611,746	<u>\$ 23,008,343</u>	<u>\$ 15,603,403</u>
Courts	<u>1,307,791</u>		
	<u>\$ 39,919,537</u>		

The County's net pension liability for the Miscellaneous Plan is the plan's liability accounted for separately from all other CalPERS plans. The County's net pension liability for the Safety Plan is the Plan's proportionate share of the net pension liability. The net pension liability of each Plan is measured as the total pension liability, less the pension plan's fiduciary net position. The net pension liability of each of the Plans is measured as of June 30, 2021, using an annual actuarial valuation as of June 30, 2020 rolled forward to June 30, 2021 using standard update procedures.

## COUNTY OF MONO

Notes to the Basic Financial Statements  
For the Year Ended June 30, 2022

For the Safety Plan (a cost-sharing plan), the County's proportion of the net pension liability was based on a projection of the County's long-term share of contributions to the pension plans relative to the projected contributions of all participating employers, actuarially determined. The County's net pension liability and related Plan proportion for the Safety Plan is as follows:

Plan	Plan's Proportion to Total Pool @ June 30, 2020	Plan's Proportion to Total Pool @ June 30, 2021	Change in Proportionate Share Increase (Decrease)
Safety	0.36372%	0.44461%	0.08089%

### **Actuarial Assumptions**

The total pension liabilities in the June 30, 2020, actuarial valuations were determined using the following actuarial assumptions:

	Miscellaneous and Safety
Valuation Date	June 30, 2020
Measurement Date	June 30, 2021
Actuarial Cost Method	Entry-Age Normal Cost Method
Actuarial Assumptions:	
Discount Rate	7.15%
Inflation	2.50%
Payroll Growth	2.75%
Projected Salary Increase	Varies by entry age and service
Investment Rate of Return	7.25% <sup>1</sup>
Mortality	Derived using CalPERS' Membership Data for All Funds
Postretirement Benefit Increase	Contract COLA up to 2%

(1) Net of pension plan investment expenses, including inflation.

The underlying mortality assumptions and all other actuarial assumptions used in the June 30, 2020 valuation were based on the results of the 2017 actuarial experience study for the period 1997 to 2015. Further details of the Experience Study can be found on the CalPERS website.

### **Discount Rate**

The discount rate used to measure the total pension liability was 7.15% for each Plan. This rate is the same as the previous year and reflects the CalPERS Board of Administration decision on December 21, 2016, to lower the discount rate. To determine whether the municipal bond rate should be used in the calculation of a discount rate for each plan, CalPERS stress tested plans that would most likely result in a discount rate that would be different from the actuarially assumed discount rate.

## COUNTY OF MONO

### Notes to the Basic Financial Statements For the Year Ended June 30, 2022

Based on the testing, none of the tested plans ran out of assets. Therefore, the current 7.15 percent discount rate is adequate, and the use of the municipal bond rate calculation is not necessary. The long term expected discount rate of 7.15 percent will be applied to all plans in the Public Employees Retirement Fund (PERF). The cash flows used in the testing were developed assuming that both members and employers will make their required contributions on time and as scheduled in all future years. The stress test results are presented in a detailed report that can be obtained from the CalPERS website.

According to Paragraph 30 of Statement 68, the long-term discount rate should be determined without reduction for pension plan administrative expense. The 7.25 percent investment return assumption used in this accounting valuation is net of administrative expenses. Administrative expenses are assumed to be 15 basis points. An investment return excluding administrative expenses would have been 7.40 percent. Using this lower discount rate has resulted in a slightly higher Total Pension Liability and Net Pension Liability. CalPERS checked the materiality threshold for the difference in calculation and did not find it to be a material difference.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension investment expense and inflation) are developed for each major asset class.

The long-term expected rate of return includes both short-term and long-term market return expectations as well as the expected pension fund cash flows. Such cash flows were developed assuming that both members and employers will make their required contributions on time and as scheduled in all future years. Using historical returns of all the funds' asset classes, expected compound (geometric) returns were calculated over the short-term (first 10 years) and the long-term (11-60 years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equivalent to the single equivalent rate calculated above and rounded down to the nearest one quarter of one percent.

The table below reflects long-term expected real rate of return by asset class. The rate of return was calculated using the capital market assumptions applied to determine the discount rate and asset allocation. These geometric rates of return are net of administrative expenses.

Asset Class	Assumed Asset Allocation	Real Return Years 1-10 <sup>(1)</sup>	Real Return Years 11+ <sup>(2)</sup>
Global Equity	50.0%	4.80%	5.98%
Fixed Income	28.0%	1.00%	2.62%
Inflation Assets	0.0%	0.77%	1.81%
Private Equity	8.0%	6.30%	7.23%
Real Estate	13.0%	3.75%	4.93%
Liquidity	1.0%	0.00%	-0.92%
Total	100.0%		

<sup>(1)</sup> An expected inflation rate of 2.5% used for this period

<sup>(2)</sup> An expected inflation rate of 3.0% used for this period

### **Subsequent Event**

On July 12, 2021, CalPERS reported a preliminary 21.3% net return on investments for fiscal year 2020-21. Based on the thresholds specified in CalPERS funding Risk Mitigation policy, the excess return of 14.3% prescribes a reduction in investment volatility that corresponds to a reduction in the discount rate used for funding purposes of 0.20%, from 7.00% to 6.80%. Since CalPERS was in the final stages of the four-year Asset Liability Management (ALM) cycle, the



## COUNTY OF MONO

Notes to the Basic Financial Statements  
For the Year Ended June 30, 2022

board elected to defer any changes to the asset allocation until the ALM process concluded, and the board could make its final decision on the asset allocation in November 2021.

On November 17, 2021, the board adopted a new strategic asset allocation. The new asset allocation along with the new capital market assumptions, economic assumptions, and administrative expense assumption support a discount rate of 6.90% (net of investment expense but without a reduction for administrative expense) for financial reporting purposes. This includes a reduction in the price inflation assumption from 2.50% to 2.30% as recommended in the November 2021 CalPERS Experience Study and Review of Actuarial Assumptions. This study also recommended modifications to retirement rates, termination rates, mortality rates, and rates of salary increases that were adopted by the board. These new assumptions will be reflected in the GASB 68 accounting valuation reports for the June 30, 2022 measurement date.

### Changes in the Net Pension Liability

The changes in the Net Pension Liability for the County's Miscellaneous Plan for the measurement period ended June 30, 2021 and reported for the year ended June 30, 2022 follows:

	Increase (Decrease)		
	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability/(Asset)
<b>Balance at June 30, 2020</b>	\$ 120,016,272	\$ 84,202,185	\$ 35,814,087
<b>Changes in the year:</b>			
Service cost	2,434,043	-	2,434,043
Interest on total pension liability	8,544,874	-	8,544,874
Differences between expected and actual experience	678,951	-	678,951
Contributions from the employer	-	4,396,891	(4,396,891)
Contributions from employees	-	1,128,859	(1,128,859)
Net Investment Income	-	19,296,901	(19,296,901)
Benefit payments, including refunds of employee contributions	(6,645,329)	(6,645,329)	-
Administrative expense	-	(84,757)	84,757
Proportional differences between County Courts shares	919,144	644,862	274,282
Net Changes	5,931,683	18,737,427	(12,805,744)
<b>Balance at June 30, 2021</b>	<u>\$ 125,947,955</u>	<u>\$ 102,939,612</u>	<u>\$ 23,008,343</u>

The County's share of the Miscellaneous Plan determined on June 30, 2022, is 94.6217 percent of the Plan's total pension liability and fiduciary net position. The remaining 5.3783 percent of the Plan's total pension liability and fiduciary net position represents the Mono County Superior Court's share.

### Sensitivity of the Net Pension Liability to Change in the Discount Rate

The following presents the net pension liability of the County for each Plan, calculated using the discount rate for each Plan, as well as what the County's net pension liability would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate:

## COUNTY OF MONO

### Notes to the Basic Financial Statements For the Year Ended June 30, 2022

	Miscellaneous	Safety	Total
1% Decrease	6.15%	6.15%	6.15%
Net Pension Liability	\$ 34,874,391	\$ 27,252,612	\$ 62,127,003
Current Discount Rate	7.15%	7.15%	7.15%
Net Pension Liability	\$ 23,008,343	\$ 15,603,403	\$ 38,611,746
1% Increase	8.15%	8.15%	8.15%
Net Pension Liability	\$ 10,134,829	\$ 6,035,016	\$ 16,169,845

Detailed information about each pension plan's fiduciary net position is available in the separately issued CalPERS financial reports.

#### ***Pension Expenses and Deferred Outflows and Deferred Inflows of Resources Related to Pensions***

For the year ended June 30, 2022, the County recognized pension expense of \$5,654,604. Pension expense represents the change in the net pension liability during the measurement period, adjusted for the deferred recognition of changes in investment gain/loss, actuarial gain/loss, actuarial assumptions or method, and plan benefits.

On June 30, 2022, the County reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Pension contributions subsequent to measurement date	\$ 7,898,495	\$ -
Differences between actual and expected experiences	3,295,398	-
Change in employer's proportion	676,472	-
Net differences between projected and actual earnings on pension plan investments	-	18,941,345
Differences between employer contributions and proportionate share of contributions	-	1,122,508
Total	\$ 11,870,365	\$ 20,063,853

The deferred outflows of resources of \$7,898,495 results from pension contributions made after the measurement date and will be recognized as a reduction of the net pension liability in the fiscal year ending June 30, 2023. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ending June 30,	
2023	\$ (3,147,295)
2024	(3,454,955)
2025	(4,278,783)
2026	(5,210,950)
	\$ (16,091,983)

## COUNTY OF MONO

Notes to the Basic Financial Statements  
For the Year Ended June 30, 2022

### NOTE 8: OTHER POST EMPLOYMENT BENEFITS (OPEB)

#### Plan Description

The County administers a postemployment healthcare plan, a single-employer defined benefit post-employment healthcare plan. The County established a post-employment health benefit (OPEB) trust with the Public Agency Retirement Services (PARS) which is used to accumulate resources to fund future benefits, however it does not represent the activities of the plan. The Plan provides medical, dental, and vision insurance benefits to eligible retirees. The authority to establish and amend the benefit terms of the OPEB plan comes from labor agreements and the Board's order. The OPEB plan does not issue a separate annual financial report, however an annual comprehensive financial report that includes financial statements and required supplementary information for PARS may be obtained at PARS (Public Agency Retirement Services), 4350 Von Karman Ave., Suite 100, Newport Beach, CA 92660.

#### **Benefits Provided**

In accordance with California Government Code, all employees electing a CalPERS retirement date within 120 days of retiring from the County are eligible to receive healthcare benefits for life on a full or partially subsidized basis, depending on hiring date and employee election. The County provides full post-retirement health care benefits (also called enhanced), in accordance with County employment and labor agreements, to all employees who retire, on a tiered basis. These benefits are paid by the County except for any required contribution by the employee by applicable labor agreements. Employees hired prior to January 1, 2002, who have attained the age of 55 and have accrued a minimum of 20 years of continuous service, are entitled to full lifetime post-employment health care paid benefits. (In this category, age and time are tiered between age 50 and 55 with between 5 and 20 years of service depending upon the date of hire). Employees hired after January 1, 2002, are not eligible for post-employment health care paid benefits. Instead, employees hired after this date are eligible to receive County contributions into an Internal Revenue Code Section 401(a) Plan established by the County.

Those retiring with County provided retirement benefits under the CalPERS plan but ineligible for those enhanced benefits as described above are nevertheless eligible to participate in the County's healthcare plan provided through CalPERS. For this group, retirees pay for the full cost of their healthcare premium less the Public Employees' Medical and Hospital Care Act (PEMHCA) minimum required employer contribution (\$149 per month in 2022) which the County provides towards the retiree monthly premium for eligible retirees participating in PEMHCA.

As of June 30, 2020, the valuation date, the following employees were covered by the benefit terms of the plan:

	Enhanced Benefits	Ineligible for Enhanced Benefits (PEMHCA Minimum Coverage)	Total
Retirees and beneficiaries receiving benefits	147	42	189
Terminated plan members entitled to but not yet receiving benefits	-	91	91
Active plan members	21	272	293
	<u>168</u>	<u>405</u>	<u>573</u>

## COUNTY OF MONO

Notes to the Basic Financial Statements  
For the Year Ended June 30, 2022

The Enhanced Benefits group is a closed group with no new members added or eligible.

### **Contributions**

The contribution requirements of the plan members and the County are established and may be amended by the County. The County prefunds all or a portion of the plan through the PARS irrevocable trust. Employees are not required to contribute to the plan. The contribution is based on the difference between what the County paid directly to or on behalf of eligible employees and the full value of the annual required contributions (ARC). During the fiscal year ended June 30, 2022, the County contributed \$2,120,611 to the OPEB plan. Of this amount, \$1,719,334 was paid for healthcare benefits provided to eligible retirees during the year and \$401,277 was an implicit rate subsidy.

### **Net OPEB Liability**

The County's net OPEB liability is measured as the total OPEB liability, less the OPEB plan's fiduciary net position. The net OPEB liability was measured as of June 30, 2021, using an actuarial valuation as of June 30, 2020. The County reported a net OPEB liability of \$2,272,335 as of June 30, 2022.

Actuarial assumptions – The total OPEB liability in the June 30, 2020 actuarial valuation was determined using the following actuarial assumptions:

Valuation date	June 30, 2020
Measurement date	June 30, 2021
Fiscal Year End	June 30, 2022
Actuarial assumptions:	
Discount rate	5.80%
Inflation	2.50%
Investment rate of return	5.80%
Salary increases	3.00%

Mortality

Based on the 2017 CalPERS experience study using data from 1997 to 2015, except for a different basis used to project future mortality improvements. The representative mortality rates were those published by CalPERS adjusted to back out 15 years of Scale MP 2016 to central year 2015. The mortality improvement is estimated using the MacLeod Watts Scale 2020 applied generationally from 2015.

Participation rate

*Active employees:* 100% are assumed to continue their current plan election in retirement, if eligible for benefits greater than the PEMHCA minimum. If eligible only for the PEMHCA minimum benefit, it is assumed 50% will elect coverage in retirement. If not currently enrolled, it is assumed the employee would elect coverage in the PERS Choice Other Northern CA region plan at or before retirement.

*Retired participants:* Existing medical plan elections are assumed to be continued until the retiree's death.

**COUNTY OF MONO**

Notes to the Basic Financial Statements  
For the Year Ended June 30, 2022

Medical plan premiums and claims costs by age are assumed to increase once each year. Increases over the prior year's levels are assumed as follows:

	Effective January 1	Premium Increase	Effective January 1	Premium Increase
Healthcare cost trends	2021	Actual	2061-2066	4.8%
	2022	5.7%	2067	4.7%
	2023	5.6%	2068	4.6%
	2024	5.5%	2069	4.5%
	2025-2026	5.4%	2070-2071	4.4%
	2027-2029	5.3%	2072	4.3%
	2030-2051	5.2%	2073-2074	4.2%
	2052	5.1%	2075	4.1%
	2053-2055	5.0%	2076	4.0%
	2056-2060	4.9%	& later	4.0%

The PEMHCA minimum employer contribution and dental and vision premiums are all assumed to increase by 4.0% per year.

The long-term expected rate of return on OPEB plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of OPEB plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

Non-imbedded fees were estimated to reduce the expected yield above by 42 basis points (0.42%), reducing the net expected return on trust assets to 5.80% per year. The County used 5.80% as the discount rate to determine the OPEB liability in the plan.

The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation	Expected Real Rate of Return
<b>Equities</b>	<b>60.00%</b>	
Large Cap Core	32.00%	6.80%
Mid Cap Core	6.00%	7.10%
Small Cap Core	9.00%	7.90%
Real Estate	2.00%	6.60%
International	7.00%	7.30%
Emerging Markets	4.00%	7.30%
<b>Fixed income</b>	<b>35.00%</b>	
Short Term Bond	6.75%	3.30%
Intermediate Term Bond	27.00%	3.90%
High Yield	1.25%	6.10%
<b>Cash</b>	<b>5.00%</b>	<b>2.40%</b>
	<u>100.00%</u>	
Overall Expected Real Rate of Return		6.22%

## COUNTY OF MONO

Notes to the Basic Financial Statements  
For the Year Ended June 30, 2022

### Discount Rate

The discount rate used to measure the total OPEB liability was 5.80%. The projection of cash flows used to determine the discount rate assumed that the County contributions will be made at rates equal to the actuarially determined contribution rates. Based on those assumptions, the OPEB plan's fiduciary net position was projected to be available to make all projected OPEB payments for current active and inactive employees. Therefore, the long-term expected rate of return on OPEB plan investments was applied to all periods of projected benefit payments to determine the total OPEB liability.

### Changes in the Net OPEB Liability

	Total OPEB Liability	Fiduciary Net Position	Net OPEB Liability
Balances at June 30, 2021	\$ 30,912,347	\$ 22,670,568	\$ 8,241,779
Changes in the year:			
Service cost	393,314	-	393,314
Interest on total OPEB liability	1,757,383	-	1,757,383
Differences between expected and actual experience	-	4,793,329	(4,793,329)
Benefit payments	(2,011,919)	(2,011,919)	-
Contributions from employer	-	2,011,919	(2,011,919)
Net investment income	-	1,314,893	(1,314,893)
Net changes	138,778	6,108,222	(5,969,444)
Balances at June 30, 2022	\$ 31,051,125	\$ 28,778,790	\$ 2,272,335

### Sensitivity of the net OPEB liability to changes in the discount rate

The following presents the net OPEB liability (asset) of the County if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate for measurement period ended June 30, 2021:

	1% Decrease (4.80%)	Discount Rate (5.80%)	1% Increase (6.80%)
Net OPEB liability	\$ 5,912,807	\$ 2,272,335	\$ (758,831)

### Sensitivity of the net OPEB liability to changes in the healthcare cost trend rates

The following presents what the County's net OPEB liability (asset) would be if it were calculated using a healthcare cost trend that is one percentage point lower or one percentage point higher than the current healthcare cost trend rates:

	1% Decrease in Healthcare Cost Trend Rate	Current Healthcare Cost Trend Rate	1% Increase in Healthcare Cost Trend Rate
Net OPEB liability	\$ (844,573)	\$ 2,272,335	\$ 6,066,830

## COUNTY OF MONO

Notes to the Basic Financial Statements  
For the Year Ended June 30, 2022

### ***OPEB Expenses and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB***

For the fiscal year ended June 30, 2022, the County recognized OPEB expense of \$(883,580). As of June 30, 2022, the County reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
OPEB contributions subsequent to measurement date	\$ 2,120,611	\$ -
Changes in assumptions	1,836,390	-
Differences between expected and actual experience	-	3,888,263
Net differences between projected and actual earnings on OPEB plan investments	-	3,475,492
	<u>\$ 3,957,001</u>	<u>\$ 7,363,755</u>

The \$2,120,611 reported as a deferred outflow of resources related to OPEB contributions after the June 30, 2021 measurement date will be recognized as a reduction of the net OPEB liability in the fiscal year ending June 30, 2023.

Other amounts reported as deferred inflows of resources related to OPEB will be recognized as expense as follows:

Years ending June 30,	
2023	\$ (1,537,579)
2024	(1,500,310)
2025	(1,424,085)
2026	(1,010,221)
2027	(51,556)
Thereafter	(3,614)
	<u>\$ (5,527,365)</u>

**COUNTY OF MONO**

Notes to the Basic Financial Statements  
For the Year Ended June 30, 2022

**NOTE 9: NET POSITION/FUND BALANCES**

Fund balances as of June 30, 2022 were classified as follows:

	General Fund	Road Fund	Realignment Fund	Mental Health Services Act	Public Health	Other Governmental Funds	Total
<b>Nonspendable:</b>							
Advances to other funds	\$ 99,013	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 99,013
Prepays and inventory	83,034	259,407	-	2,190	7,245	4,346	356,222
Total Nonspendable	<u>182,047</u>	<u>259,407</u>	<u>-</u>	<u>2,190</u>	<u>7,245</u>	<u>4,346</u>	<u>455,235</u>
<b>Restricted for:</b>							
Road projects	-	2,918,701	-	-	-	-	2,918,701
Health and social services	-	-	-	7,487,677	458,186	4,728,232	12,674,095
County service areas	-	-	-	-	-	2,965,781	2,965,781
Community development	1,285,961	-	-	-	-	2,079,609	3,365,570
Capital projects	-	-	-	-	-	5,626,802	5,626,802
Grant programs	7,284	-	12,487,260	-	-	2,162,076	14,656,620
Total Restricted	<u>1,293,245</u>	<u>2,918,701</u>	<u>12,487,260</u>	<u>7,487,677</u>	<u>458,186</u>	<u>17,562,500</u>	<u>42,207,569</u>
<b>Committed:</b>							
Revolving loan fund	-	-	-	-	-	201,007	201,007
Capital projects	-	-	-	-	-	1,133,615	1,133,615
Total Committed	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,334,622</u>	<u>1,334,622</u>
<b>Assigned:</b>							
Capital projects	-	-	-	-	-	2,864,746	2,864,746
Debt service	-	-	-	-	-	956,921	956,921
Affordable housing	429,187	-	-	-	-	-	429,187
Workforce development	251,997	-	-	-	-	-	251,997
Fish enhancement	37,394	-	-	-	-	-	37,394
Tourism	287,639	-	-	-	-	-	287,639
Community programs	28,528	-	-	-	-	-	28,528
Conway Ranch	10,699	-	-	-	-	-	10,699
Animal services	29,253	-	-	-	-	-	29,253
Total Assigned	<u>1,074,697</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>3,821,667</u>	<u>4,896,364</u>
<b>Unassigned</b>	<u>16,947,790</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(642,494)</u>	<u>16,305,296</u>
<b>Total Fund Balance</b>	<u>\$ 19,497,779</u>	<u>\$ 3,178,108</u>	<u>\$ 12,487,260</u>	<u>\$ 7,489,867</u>	<u>\$ 465,431</u>	<u>\$ 22,080,641</u>	<u>\$ 65,199,086</u>

During this year's budget process, the County Board of Supervisors re-established a general reserve of \$2,746,772 in the General Fund. This general reserve is subject to the provisions of Government Code sections 29085, 29086 and 29127, whereby appropriation from the general reserve may be used only in cases of certain emergency situations. Because this stabilization arrangement does not meet the criteria described in GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, to be reported within the restricted or committed fund balance categories, it has been classified as unassigned in these statements.



## COUNTY OF MONO

### Notes to the Basic Financial Statements For the Year Ended June 30, 2022

Net Position from governmental activities as of June 30, 2022 was restricted for the following purposes:

Road projects	\$ 3,248,426
Health and social services	14,266,243
Capital projects	5,626,802
County service areas	2,965,781
Community development	3,365,570
Grant programs	14,735,761
	<u>\$44,208,583</u>

Net position from business-type activities as of June 30, 2022 was restricted for future cemetery maintenance in the amount of \$5,039.

#### Restatements of Fund Balance / Net Position

Adjustments resulting from errors, reclassification of fiduciary funds, or a change to comply with provisions of the accounting standards are treated as adjustments to prior periods. Accordingly, the County reports these changes as restatements of beginning fund balance / net position. Restatements as of the beginning of the fiscal year were made to correct misstatements of the previous year's property tax receivable, inventory, construction in progress, and unearned revenues, to correct the timing of reporting American Recovery Plan Act (ARPA) revenues because the County elected to use the \$10 million revenue loss standard allowance provided by U.S. Treasury final rule effective April 1, 2022, and to comply with Government Accounting Standards Statement No. 87, Capital Leases.

	Government-Wide	Governmental Funds			Internal Service Funds
	Statements	General Fund	Road Fund	Other Governmental Funds	
	Governmental Activities				
Fund balance / net position, June 30, 2021, as reported	\$ 36,960,695	\$ 15,482,149	\$ 1,917,431	\$ 14,599,589 *	\$ 8,643,102
Corrections:					
Overstatement of property tax receivable	(262,378)	(262,378)			
Understatement of inventory	18,156		18,156		
Understatement of construction in progress	31,587				31,587
Report FY 2020-21 allocation of American Recovery Plan Act revenues as unearned in the prior year because of the \$10 million revenue loss election	(1,402,789)			(1,402,789)	
Implementation of new accounting standard: fund reclassification to operating leases as capital leases as part of GASB 87 implementation.	(13,586)				
Total adjustments	<u>(1,629,010)</u>	<u>(262,378)</u>	<u>18,156</u>	<u>(1,402,789)</u>	<u>31,587</u>
Fund balance / net position, July 1, 2021, as restated	<u>\$ 35,331,685</u>	<u>\$ 15,219,771</u>	<u>\$ 1,935,587</u>	<u>\$ 13,196,800</u>	<u>\$ 8,674,689</u>

\* The balance includes the previously presented major fund for Mono County Civic Center Project, which is now presented as nonmajor in the current year.

**COUNTY OF MONO**

Notes to the Basic Financial Statements  
For the Year Ended June 30, 2022

Deficit Fund Equity

The following funds had deficit fund balances/net position at June 30, 2022, as follows:

Fund Type	Fund	Deficit	Management's Plan(s)
Special Revenue Funds	Behavioral Health	\$ 326,716	Most of the deficit results from delayed recognition of revenues collected after the measurement period of 90 days. This portion of the deficit will be eliminated in the following year when revenues are collected and recognized. The remainder of the defi
	Bioterrorism	\$ 283,502	Most of the deficit results from delayed recognition of revenues collected after the measurement period of 90 days. This portion of the deficit will be eliminated in the following year when revenues are collected and recognized. The remainder of the defi
Capital Project Funds	Mono County Civic Center	\$ 28,436	Defiict occurs because of additional enhancements installed in the interior of the facility for which the General Fund will make a contribution when the fund is closed out in a following year.
Enterprise Funds	Solid Waste	\$ 7,254,802	The deficit in the Solid Waste Fund results from accelerated closure and postclosure costs that exceed current user fees and parcel taxes. The deficit will be eliminated through the collection of future user fees and parcel taxes.

**NOTE 10: RISK MANAGEMENT**

The County is exposed to various risks of loss related to torts, theft of, damage to, and destruction of assets, errors and omissions, injuries to employees and natural disasters. The County has established an internal service fund (ISF) to account for and finance risks for general liability and workers' compensation. The County retains the risk of loss up to a maximum of \$125,000 for each workers' compensation claim and \$25,000 for each general liability claim, up to four claims per year.

The County is a member of the Trindel Insurance Fund, a joint powers agency, established to provide coverage for workers' compensation and general liability exposures and to pay for the administration of the program. The agreement for the formation of Trindel provides that the system will be self-sustaining through member premiums and will reinsure through a commercial company for claims in excess of self-insured retention. Trindel retains a self-insured retention of \$125,000 for workers' compensation and \$100,000 for general liability. Excess insurance coverage is provided for risk of loss above the self-insured retention. Trindel Insurance Fund is classified as a claims-servicing or account pool, wherein the County retains the risk of loss and is considered self-insured with regard to liability coverage for general and property liability and workers' compensation.

The County holds a deposit with Trindel Insurance from which claims are paid. As of June 30, 2022, the balance of the deposit was \$6,461,576. Each member of Trindel pays an annual premium to the insurance system that is evaluated each year based on the number of personnel, estimated payroll and an experience factor.

## COUNTY OF MONO

Notes to the Basic Financial Statements  
For the Year Ended June 30, 2022

The County is a member of the California State Association of Counties Excess Insurance Authority (CSACEIA), a joint powers authority. CSACEIA, along with other commercial carriers, increases the coverage for general liability to \$15 million. In addition, CSACEIA, along with other commercial carriers, covers replacement cost on property up to \$600 million with a \$1,000 deductible per occurrence. CSACEIA is a public entity risk pool currently operating as a common risk management and insurance program. The County pays an annual premium to the Authority for excess insurance coverage. Should actual losses among participants be greater than anticipated, the County will be assessed its pro rata share of the deficiency. Conversely, if the actual losses are less than anticipated, the County will be refunded its pro rata share of the excess. Settled claims have not exceeded commercial coverage in any of the past three fiscal years.

Complete audited financial statements for CSACEIA can be obtained from the Authority's Office at 3017 Gold Canal Drive, Suite 300, Rancho Cordova California 95670.

All funds of the County participate in the program and make payments to the Self-Insurance internal service fund based on historical cost and actuarial estimates of the amounts needed to pay prior and current year claims and to allow accrual of estimated incurred but not reported claims. The total historical and actuarially determined claims liability as of June 30, 2022 is \$3,786,280.

Changes in the County's claims liability amount for the fiscal years ended June 30, 2022 and 2021, were as follows:

<u>Fiscal Year Ended</u>	<u>Balance at Beginning of Fiscal Year</u>	<u>Current Year Claims and Changes in Estimates</u>	<u>Claims Payments</u>	<u>Balance at End of Fiscal Year</u>
2021	\$ 3,649,321	34,215	(262,545)	3,420,991
2022	3,420,991	1,170,122	(804,833)	3,786,280

### NOTE 11: **COMMITMENTS AND CONTINGENCIES**

#### ***Tax Abatements***

The County provides property tax abatements through the Williamson Act Lands Program. The Williamson Act Lands Program enrolls land in Williamson Act contracts whereby the land is restricted to agricultural, open space, or recreational uses in exchange for reduced property tax assessments. Participation in the program is voluntary.

Under the provisions of these contracts, land parcels are assessed for property tax purposes at a rate consistent with their actual use, rather than potential market value of the property. The minimum contract is ten years and automatically renews until a nonrenewal or cancellation process is initiated. Under the nonrenewal process, the annual tax assessment increases over a defined period of time until the assessment reflects the market value of the property. Under the cancellation process, a significant one-time cancellation fee is assessed based upon a certain percentage of the unrestricted, current fair market value of the property.

No other commitments were made by the County as part of the Williamson Act contracts. For the fiscal year ended June 30, 2022, the Williamson Act Lands Program tax abatements were approximately \$46,433.

#### ***Litigation***

The County is involved in several lawsuits. Due to the nature of the cases, County Counsel is unable to estimate at this time the probability of favorable or unfavorable outcomes. Therefore, no provision has been made in the financial statements for a loss contingency.

## COUNTY OF MONO

Notes to the Basic Financial Statements  
For the Year Ended June 30, 2022

### ***Contingency***

Mono County Behavioral Health Department (MCBHD) negotiated with the Town of Mammoth Lakes and its developer of the Town's low-income housing project, "The Parcel", Pacific West Communities, for eight permanent supportive housing units to be included in the Town's 81-unit Phase I development. In addition to the eight units dedicated to permanent supportive housing, Pacific West has agreed that Mental Health Services Act (MHSA)-eligible households referred by MCBH would have a priority right to lease five additional units. Pacific West has formed a California limited partnership called Mammoth Lakes Pacific Associates (the "Partnership") to own and operate the project. In exchange, the County loaned the Partnership \$222,876 as a pre-development loan, and the proceeds were disbursed in June 2021.

On April 19, 2022, the County entered into a new loan and regulatory / subordination agreement for a combined total of \$1.8 million. The loan is between the County and the Partnership for the full amount of MHSA funds committed to the permanent supportive housing units, or \$1.8 million. The proposed loan agreement amends and restates the pre-development loan agreement to add the remaining \$1,557,123, thereby reaching the full amount of the loan. The loan is for a 55-year deferred payment loan with a 3% interest rate. The remainder of the loan is to be disbursed at the permanent loan closing defined as when the permanent supportive housing units are delivered on site to the Parcel. As of June 30, 2022, construction on the County's share of the units was underway but not completed, such that no units have been made available to MCBH-referred households and no additional loan proceeds have been disbursed. On June 30, 2022, the commitment to disburse funds remains.

The regulatory agreement memorializes the Partnership's obligations to the County regarding long-term affordability, operation, and maintenance, together with the County's obligation to provide supportive services. The loan is subordinated to other financing sources on the project. The remainder of the loan amount, \$1,557,123, will be disbursed from MHSA funds after project construction, when occupancy has been stabilized.

**REQUIRED SUPPLEMENTARY INFORMATION**

**COUNTY OF MONO**

Required Supplementary Information  
For the Year Ended June 30, 2022

**Schedule of Changes in Net Pension Liability and Related Ratios**

Miscellaneous Plan - Agent Multiple-Employer Defined Benefit Pension Plan  
Last 10 Fiscal Years\*

Reporting Fiscal Year (Measurement Date)	Miscellaneous Plan			
	30-Jun-22 (June 30, 2021)	June 30, 2021 (June 30, 2020)	June 30, 2020 (June 30, 2019)	June 30, 2019 (June 30, 2018)
<b>Total Pension Liability</b>				
Service cost	\$ 2,434,043	\$ 2,271,934	\$ 2,299,573	\$ 2,314,586
Interest on total pension liability	8,544,874	8,142,445	7,851,094	7,427,207
Changes of assumptions	-	-	-	(768,096)
Differences between expected and actual experience	678,951	590,748	1,754,367	847,661
Proportional differences between County and Court shares	919,144	(558,220)	122,177	181,603
Benefit payments, including refunds of employee contributions	(6,645,329)	(6,284,984)	(5,904,075)	(5,460,616)
<b>Net change in total pension liability</b>	<u>5,931,683</u>	<u>4,161,923</u>	<u>6,123,136</u>	<u>4,542,345</u>
<b>Total pension liability, beginning</b>	<u>120,016,272</u>	<u>115,854,349</u>	<u>109,731,213</u>	<u>105,188,868</u>
<b>Total pension liability, ending</b>	<u><u>\$ 125,947,955</u></u>	<u><u>\$ 120,016,272</u></u>	<u><u>\$ 115,854,349</u></u>	<u><u>\$ 109,731,213</u></u>
<b>Plan Fiduciary Net Position</b>				
Contributions - employer	\$ 4,396,891	\$ 3,993,425	\$ 3,542,029	\$ 3,148,673
Contributions - employee	1,128,859	1,048,971	952,830	929,945
Net investment income	19,296,901	4,067,284	5,166,622	6,249,581
Benefit payments, including refunds of employee contributions	(6,645,329)	(6,284,984)	(5,904,075)	(5,460,616)
Proportional differences between County and Court shares	644,862	(394,556)	86,957	126,782
Administrative expense	(84,757)	(114,883)	(55,794)	(332,501)
<b>Net change in plan fiduciary net position</b>	<u>18,737,427</u>	<u>2,315,257</u>	<u>3,788,569</u>	<u>4,661,864</u>
<b>Plan fiduciary net position, beginning</b>	<u>84,202,185</u>	<u>81,886,928</u>	<u>78,098,359</u>	<u>73,436,495</u>
<b>Plan fiduciary net position, ending</b>	<u><u>\$ 102,939,612</u></u>	<u><u>\$ 84,202,185</u></u>	<u><u>\$ 81,886,928</u></u>	<u><u>\$ 78,098,359</u></u>
Net pension liability, ending	<u><u>\$ 23,008,343</u></u>	<u><u>\$ 35,814,087</u></u>	<u><u>\$ 33,967,421</u></u>	<u><u>\$ 31,632,854</u></u>
Plan fiduciary net percentage as a percentage of the total pension liability	81.73%	70.16%	70.68%	71.17%
Covered payroll	\$ 13,946,564	\$ 12,828,535	\$ 12,601,579	\$ 12,601,848
Net pension liability as a percentage of covered payroll	164.97%	279.18%	269.55%	251.02%

\*Fiscal year 2015 (measurement date June 30, 2014) was the first year of implementation. Additional years will be presented as they become available.

Miscellaneous Plan				Reporting Fiscal Year
June 30, 2018	June 30, 2017	June 30, 2016	June 30, 2015	(Measurement Date)
<i>(June 30, 2017)</i>	<i>(June 30, 2016)</i>	<i>(June 30, 2015)</i>	<i>(June 30, 2014)</i>	
\$ 2,205,881	\$ 2,051,985	\$ 2,249,307	\$ 2,502,844	<b>Total Pension Liability</b>
7,115,841	7,049,937	6,751,199	6,656,474	Service cost
5,573,635	-	(1,548,943)	-	Interest on total pension liability
(2,310,234)	(546,942)	(1,521,848)	-	Changes of assumptions
(88,346)	(1,025,139)	(481,953)	-	Differences between expected and actual experience
(5,104,325)	(4,871,095)	(4,719,903)	(4,502,141)	Proportional differences between County and Court shares
7,392,452	2,658,746	727,859	4,657,177	Benefit payments, including refunds of employee contributions
97,796,416	95,137,670	94,409,811	89,752,634	<b>Net change in total pension liability</b>
<u>\$ 105,188,868</u>	<u>\$ 97,796,416</u>	<u>\$ 95,137,670</u>	<u>\$ 94,409,811</u>	<b>Total pension liability, beginning</b>
				<b>Total pension liability, ending</b>
\$ 2,775,636	\$ 2,484,077	\$ 2,408,009	\$ 2,568,003	<b>Plan Fiduciary Net Position</b>
886,827	853,869	904,733	1,305,551	Contributions - employer
7,484,204	356,637	1,518,061	10,459,289	Contributions - employee
(5,104,325)	(4,871,095)	(4,719,903)	(4,502,141)	Net investment income
(61,027)	(1,118,338)	-	-	Benefit payments, including refunds of employee contributions
(99,651)	(41,913)	(77,107)	-	Proportional differences between County and Court shares
5,881,664	(2,336,763)	33,793	9,830,702	Administrative expense
67,554,831	69,891,594	69,857,801	60,027,099	<b>Net change in plan fiduciary net position</b>
<u>\$ 73,436,495</u>	<u>\$ 67,554,831</u>	<u>\$ 69,891,594</u>	<u>\$ 69,857,801</u>	<b>Plan fiduciary net position, beginning</b>
<u>\$ 31,752,373</u>	<u>\$ 30,241,585</u>	<u>\$ 25,246,076</u>	<u>\$ 24,552,010</u>	<b>Plan fiduciary net position, ending</b>
				Net pension liability, ending
69.81%	69.08%	73.46%	73.99%	Plan fiduciary net percentage as a percentage of the total pension liability
\$ 11,475,219	\$ 11,631,908	\$ 12,381,959	\$ 12,796,381	Covered payroll
276.70%	259.99%	203.89%	191.87%	Net pension liability as a percentage of covered payroll

**COUNTY OF MONO**

Required Supplementary Information  
For the Year Ended June 30, 2022

Reporting Fiscal Year (Measurement Date)	Miscellaneous Plans			
	June 30, 2022 (June 30, 2021)	June 30, 2021 (June 30, 2020)	June 30, 2020 (June 30, 2019)	June 30, 2019 (June 30, 2018)
Actuarially determined contribution	\$ 4,363,475	\$ 3,993,425	\$ 3,606,166	\$ 3,149,367
Contributions in relation to the actuarially determined contributions	4,363,475	3,993,425	3,606,166	3,149,367
Contributions deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Covered payroll	\$ 13,946,564	\$ 12,828,535	\$ 12,601,579	\$ 12,601,848
Contributions as a percentage of covered payroll	31.29%	31.13%	28.62%	24.99%

\*Fiscal year 2015 (measurement date June 30, 2014) was the first year of implementation.  
Additional years will be presented as they become available.

**Notes to Schedule:**

The actuarial methods and assumptions used to set the actuarially determined contributions as of June 30 two years prior to the end of the fiscal year in which contributions are reported.

Methods and assumptions used to determine contribution rates:

Actuarial cost method	Entry Age Normal
Asset valuation method <sup>1</sup>	Investment gains or losses: fixed 20-year period on a level dollar with a 5-year ramp up at the beginning of the amortization period. Non-investment gains or losses: fixed 20-year period with no ramps.
Inflation	2.50%
Salary increases	Varies by Entry Age and Service
Payroll growth	2.75%
Investment rate of return	7.00% Net of pension plan investment and administrative expenses; includes inflation
Retirement age	The probabilities of retirement are based on the 2017 CalPERS Experience Study for the period from 1997 to 2015.
Mortality	The probabilities of mortality are based on the 2017 CalPERS Experience Study for the period from 1997 to 2015. Pre-retirement and post-retirement mortality rates include 15 years of projected mortality improvement using 90% of Scale MP-2016 published by the Society of



Miscellaneous Plan

<u>June 30, 2018</u> <i>(June 30, 2017)</i>	<u>June 30, 2017</u> <i>(June 30, 2016)</i>	<u>June 30, 2016</u> <i>(June 30, 2015)</i>	<u>June 30, 2015</u> <i>(June 30, 2014)</i>	Reporting Fiscal Year <i>(Measurement Date)</i>
\$ 2,779,024	\$ 1,941,710	\$ 2,408,009	\$ 2,568,003	Actuarially determined contribution
2,779,024	1,941,710	2,408,009	2,568,003	Contributions in relation to the actuarially determined contributions
<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	Contributions deficiency (excess)
\$ 11,475,219	\$ 12,381,959	\$ 12,381,959	\$ 12,796,381	Covered payroll
24.22%	15.68%	19.45%	20.07%	Contributions as a percentage of covered payroll

**COUNTY OF MONO**

Required Supplementary Information  
For the Year Ended June 30, 2022

**Schedule of Proportionate Share of the Net Pension Liability / (Asset) and Related Ratios as of the Measurement Date**

Reporting Fiscal Year Measurement Date	Safety Plans			
	June 30, 2022 (June 30, 2021)	June 30, 2021 (June 30, 2020)	June 30, 2020 (June 30, 2019)	June 30, 2019 (June 30, 2018)
Proportion of the net pension liability	0.44461%	0.36372%	0.34350%	0.34647%
Proportionate share of the net pension liability	\$ 15,603,403	\$ 24,232,458	\$ 22,103,589	\$ 20,381,105
Covered payroll	\$ 5,819,187	\$ 5,799,864	\$ 5,805,223	\$ 5,542,687
Proportionate share of the net pension liability as percentage of covered payroll	268.14%	417.81%	380.75%	367.71%
Plan fiduciary net position as a percentage of the total pension liability	81.97%	70.94%	72.55%	73.33%

\*Fiscal year 2015 (measurement date June 30, 2014) was the first year of implementation.

Additional years will be presented as they become available.

\*\*As restated.

**Schedule of Pension Plan Contributions**

Safety Plans - Cost-Sharing Multiple-Employer Defined Benefit Pension Plans  
Last 10 Fiscal Years\*

Reporting Fiscal Year Measurement Date	Safety Plans			
	June 30, 2022 (June 30, 2021)	June 30, 2021 (June 30, 2020)	June 30, 2020 (June 30, 2019)	June 30, 2019 (June 30, 2018)
Actuarially determined contribution	\$ 2,997,092	\$ 2,753,859	\$ 2,487,001	\$ 2,114,581
Contributions related to the actuarially determined contribution	2,997,092	2,753,859	2,487,001	2,114,581
Contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -
County's covered payroll	\$ 5,819,187	\$ 5,799,864	\$ 5,805,223	\$ 5,542,687
Contributions as a percentage of covered payroll	51.50%	47.48%	42.84%	38.15%

\*Fiscal year 2015 (measurement date June 30, 2014) was the first year of implementation.

Additional years will be presented as they become available.

\*\*Restated.

Safety Plans				Reporting Fiscal Year
June 30, 2018 <i>(June 30, 2017)</i>	June 30, 2017 <i>(June 30, 2016)</i>	June 30, 2016 <i>(June 30, 2015**)</i>	June 30, 2015 <i>(June 30, 2014**)</i>	<i>Measurement Date</i>
0.33626%	0.33674%	0.32974%	0.18612%	Proportion of the net pension liability
\$ 20,092,166	\$ 17,440,742	\$ 13,586,740	\$ 11,581,122	Proportionate share of the net pension liability
\$ 5,079,832	\$ 4,741,246	\$ 5,575,424	\$ 5,969,340	Covered payroll
395.53%	367.85%	243.69%	194.01%	Proportionate share of the net pension liability as percentage of covered payroll
72.44%	73.60%	78.39%	81.26%	Plan fiduciary net position as a percentage of the total pension liability

Safety Plans				Reporting Fiscal Year
June 30, 2018 <i>(June 30, 2017)</i>	June 30, 2017 <i>(June 30, 2016)</i>	June 30, 2016 <i>(June 30, 2015**)</i>	June 30, 2015 <i>(June 30, 2014**)</i>	<i>Measurement Date</i>
\$ 1,741,323	\$ 1,562,910	\$ 1,414,648	\$ 1,451,026	Actuarially determined contribution
1,741,323	1,562,910	1,414,648	1,451,026	Contributions related to the actuarially determined contribution
\$ -	\$ -	\$ -	\$ -	Contribution deficiency (excess)
\$ 5,079,832	\$ 4,741,246	\$ 5,575,424	\$ 5,969,340	County's covered payroll
34.28%	32.96%	25.37%	24.31%	Contributions as a percentage of covered payroll

**COUNTY OF MONO**

Required Supplementary Information  
For the Year Ended June 30, 2022

**Other Post-Employment Benefits (OPEB)**

	<u>2022</u>	<u>2021</u>	<u>2020</u>
<b>Total OPEB liability</b>			
Service cost	\$ 393,314	\$ 405,343	\$ 392,584
Interest	1,757,383	1,827,285	1,814,641
Changes in benefit terms	-	-	-
Differences between expected and actual experience	-	(1,628,132)	-
Changes in assumptions	-	1,263,626	-
Benefit payments	(2,011,919)	(2,010,358)	(2,008,149)
<b>Net change in total OPEB liability</b>	<u>138,778</u>	<u>(142,236)</u>	<u>199,076</u>
<b>Total OPEB liability - beginning</b>	30,912,347	31,054,583	30,855,507
<b>Total OPEB liability - ending (a)</b>	<u><u>\$ 31,051,125</u></u>	<u><u>\$ 30,912,347</u></u>	<u><u>\$ 31,054,583</u></u>
<b>Plan fiduciary net position</b>			
Contributions - employer	\$ 2,011,919	\$ 2,010,358	\$ 3,008,149
Net investment income	1,314,893	654,806	1,225,517
Differences between expected and actual experience	4,793,329	-	-
Benefit payments	(2,011,919)	(2,010,358)	(2,008,149)
<b>Net change in plan fiduciary net position</b>	<u>6,108,222</u>	<u>654,806</u>	<u>2,225,517</u>
<b>Plan fiduciary net position - beginning</b>	22,670,568	22,015,762	19,790,245
<b>Plan fiduciary net position - ending (b)</b>	<u><u>\$ 28,778,790</u></u>	<u><u>\$ 22,670,568</u></u>	<u><u>\$ 22,015,762</u></u>
<b>Net OPEB liability - ending (a) - (b)</b>	<u><u>\$ 2,272,335</u></u>	<u><u>\$ 8,241,779</u></u>	<u><u>\$ 9,038,821</u></u>
liability	92.68%	73.34%	70.89%
Covered payroll	\$ 22,870,559	\$ 20,164,975	\$ 20,672,220
Net OPEB liability as a percentage of covered-employee payroll	9.94%	40.87%	43.72%

(1) Fiscal year 2018 was the first year of implementation of GASB 75. Additional years will be presented as they become available

**Schedule of the County's OPEB Contributions**

For Fiscal Year Ended June 30,	<u>2022</u>	<u>2021</u>	<u>2020</u>
Actuarially determined contribution	\$ 1,097,905	\$ 1,177,006	\$ 1,241,911
Contributions in relation to the actuarially determined contribution	2,120,611	2,011,919	2,010,358
Contribution deficiency (excess)	(1,022,706)	(834,913)	(768,447)
Covered payroll	\$ 23,502,472	\$ 22,870,559	\$ 20,164,975
Contributions as a percentage of covered payroll	9.0%	8.8%	10.0%

(1) Fiscal year 2018 was the first year of implementation of GASB 75. Additional years will be presented as they become available.

2019	2018(1)	
		<b>Total OPEB liability</b>
\$ 349,637	\$ 338,631	Service cost
2,117,566	2,085,442	Interest
(14,836)	-	Changes in benefit terms
(6,499,465)	-	Differences between expected and actual experience
2,222,210	-	Changes in assumptions
(1,702,041)	(2,108,215)	Benefit payments
<u>(3,526,929)</u>	<u>315,858</u>	<b>Net change in total OPEB liability</b>
34,382,436	34,066,578	<b>Total OPEB liability - beginning</b>
<u>\$ 30,855,507</u>	<u>\$ 34,382,436</u>	<b>Total OPEB liability - ending (a)</b>
		<b>Plan fiduciary net position</b>
\$ 2,702,041	\$ 3,108,215	Contributions - employer
1,310,117	1,853,936	Net investment income
-	-	Differences between expected and actual experience
(1,702,041)	(2,108,215)	Benefit payments
<u>2,310,117</u>	<u>2,853,936</u>	<b>Net change in plan fiduciary net position</b>
17,480,128	14,626,192	<b>Plan fiduciary net position - beginning</b>
<u>\$ 19,790,245</u>	<u>\$ 17,480,128</u>	<b>Plan fiduciary net position - ending (b)</b>
<u>\$ 11,065,262</u>	<u>\$ 16,902,308</u>	<b>Net OPEB liability - ending (a) - (b)</b>
64.14%	50.84%	liability
\$ 19,639,908	\$ 18,365,669	Covered payroll
56.34%	92.03%	Net OPEB liability as a percentage of covered-employee payroll

2019	2018(1)	
\$ 1,380,860	\$ 2,064,918	Actuarially determined contribution
3,008,149	2,702,041	Contributions in relation to the actuarially determined contribution
(1,627,289)	(637,123)	Contribution deficiency (excess)
\$ 20,672,220	\$ 19,639,908	Covered payroll
14.6%	13.8%	Contributions as a percentage of covered payroll

## COUNTY OF MONO

Required Supplementary Information  
For the Year Ended June 30, 2022

### Notes to OPEB Schedules

Valuation date	June 30, 2020
Measurement date	June 30, 2021
Fiscal year end	June 30, 2022
Methods and assumptions used to determine contribution rates:	
Actuarial cost method	Enty age normal
Amortization method	Level dollar basis; closed 30 years
Amortization period	17 years remaining
Asset valuation method	Market value of assets
Inflation	2.50%
Healthcare cost trend rates	5.7% in 2022 to 4% in 2076 in setps of 0.1%
Salary increases	3.00%
Investment rate of return	5.8%, net of OPEB plan investment expense, including inflation
Mortality	CalPERS 2017 Experience Study
Mortality improvement	MW Scale 2020 generational

# COUNTY OF MONO

## Budgetary Comparison Schedule

### General Fund

For the Year Ended June 30, 2022

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
<b>Revenues</b>				
Taxes	\$ 27,399,490	\$ 27,499,490	\$ 31,001,826	\$ 3,502,336
Licenses and permits	320,400	328,985	404,894	75,909
Fines, forfeitures and penalties	744,700	744,700	684,344	(60,356)
Use of money and property	284,633	295,658	337,137	41,479
Intergovernmental	4,604,883	4,772,940	5,125,935	352,995
Charges for services	5,980,915	6,155,734	5,813,430	(342,304)
Other revenues	12,300	16,908	40,979	24,071
Proceeds from sale of assets	-	-	2,143	2,143
Transfers in	932,961	915,603	796,870	(118,733)
<b>Total Revenues</b>	<b>40,280,282</b>	<b>40,730,018</b>	<b>44,207,558</b>	<b>3,477,540</b>
<b>Expenditures</b>				
General government:				
Board of Supervisors	608,412	634,127	634,082	45
Administrative Officer	1,477,064	1,586,579	1,586,250	329
Department of Finance	2,312,759	2,335,259	2,206,905	128,354
General Fund Operating Transfers	2,731,545	4,846,156	2,253,407	2,592,749
Assessor	1,327,904	1,327,904	986,760	341,144
County Counsel	1,175,734	1,245,723	1,188,295	57,428
Election Division	253,497	377,337	377,314	23
Information Technology	1,820,306	1,833,960	1,830,746	3,214
IT - Radio	258,297	258,297	239,420	18,877
Public Works	1,075,182	911,683	911,225	458
County Facilities	2,856,017	3,067,114	3,066,281	833
Economic Development	596,134	632,213	632,106	107
<b>Total general government</b>	<b>16,492,851</b>	<b>19,056,352</b>	<b>15,912,791</b>	<b>3,143,561</b>
Public protection:				
County MOE	719,132	723,132	619,189	103,943
Public Defender	952,705	801,481	801,481	-
Grand Jury	21,500	21,500	18,538	2,962
District Attorney - Prosecution	1,670,607	1,782,237	1,752,301	29,936
Public Administrator	3,973	3,973	1,175	2,798
Sheriff	6,937,537	6,968,537	6,926,485	42,052
Boating Law Enforcement	131,065	240,915	128,995	111,920
Search and Rescue	39,332	39,332	27,476	11,856
Court Security	670,023	692,023	584,117	107,906
Jail	3,351,061	2,873,582	2,758,694	114,888
Emergency Services	127,790	128,622	128,622	-
Adult Probation Services	1,838,589	1,765,288	1,765,258	30
Juvenile Probation Services	9,000	9,136	9,135	1
Agricultural Commissioner	241,778	280,243	261,605	18,638
County Clerk / Recorder	576,784	645,361	592,821	52,540
Animal Services	499,774	530,472	530,974	(502)
Planning & Transportation	1,276,807	1,316,251	1,271,935	44,316

continued

# COUNTY OF MONO

Budgetary Comparison Schedule (continued)

General Fund

For the Year Ended June 30, 2022

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
<b>Expenditures (continued)</b>				
Public protection: (continued)				
Housing Development	15,000	15,000	-	15,000
Code Enforcement	289,889	202,304	172,629	29,675
Planning Commission	11,472	11,473	6,414	5,059
Building Inspector	560,691	530,206	511,643	18,563
Total public protection	<u>19,944,509</u>	<u>19,581,068</u>	<u>18,869,487</u>	<u>711,581</u>
Health and sanitation:				
Paramedic Program	4,510,309	4,720,387	4,721,683	(1,296)
Total health and sanitation	<u>4,510,309</u>	<u>4,720,387</u>	<u>4,721,683</u>	<u>(1,296)</u>
Public assistance:				
Veterans' Services Officer	50,000	50,000	53,316	(3,316)
Victim/Witness	330,612	337,382	302,930	34,452
Farm Advisor	52,000	52,000	47,777	4,223
Total public assistance	<u>432,612</u>	<u>439,382</u>	<u>404,023</u>	<u>35,359</u>
Contingency	100,000	100,000	-	100,000
Total Expenditures	<u>41,480,281</u>	<u>43,897,189</u>	<u>39,907,984</u>	<u>3,989,205</u>
Net Change in Fund Balances	<u>\$ (1,199,999)</u>	<u>\$ (3,167,171)</u>	4,299,574	<u>\$ 7,466,745</u>
Fund Balances - Beginning of Year			15,219,771	
Fund Balances - End of Year			<u>\$ 19,519,345</u>	
<b>Reconciliation of Budgetary Inflows and Outflows to GAAP Revenues and Expenditures</b>				
Sources/inflows of resources				
Actual amounts available for appropriation from the budgetary comparison schedule				\$ 44,207,558
Differences - budget to GAAP:				
Revenues from sub-funds combined with the General Fund for financial reporting purposes are not budgeted as available for appropriation for budgetary purposes				649,935
A87 cost reimbursement is a budgetary resource but is not current-year revenue for financial reporting purposes				(2,375,928)
Proceeds from sale of capital assets are inflows of budgetary resources but are not revenues for financial reporting purposes				(2,143)
Transfers from other funds are inflows of budgetary resources but are not revenues for financial reporting purposes				(796,870)
Total revenues as reported on the statement of revenues, expenditures, and changes in fund balances - governmental funds				<u>\$ 41,682,552</u>

continued



# COUNTY OF MONO

Budgetary Comparison Schedule (continued)

General Fund

For the Year Ended June 30, 2022

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>		
<u>Reconciliation of Budgetary Inflows and Outflows to GAAP Revenues and Expenditures (Continued)</u>				
Uses/outflows of resources:				
Actual charges to appropriations from the budgetary comparison schedule above				\$ 39,907,984
Differences - budget to GAAP:				
Expenditures from sub-funds combined with the General Fund for financial reporting purposes are not budgeted as charges to appropriations for budgetary purposes				671,501
A87 cost reimbursement reported as a reduction of expenditures for financial reporting purposes but is not budgeted as a charge to appropriations for budgetary purposes				(2,375,928)
Transfers to other funds are outflows of budgetary resources but are not expenditures for financial reporting purposes				<u>(2,479,161)</u>
Total expenditures as reported on the statement of revenues, expenditures and changes in fund balances - governmental fund				<u>\$ 35,724,396</u>

# COUNTY OF MONO

Budgetary Comparison Schedule

Road Fund

For the Year Ended June 30, 2022

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
<b>Revenues</b>				
Licenses and permits	\$ 10,000	\$ 10,000	\$ 8,580	\$ (1,420)
Fines, forfeitures and penalties	30,000	30,000	57,523	27,523
Use of money and property	8,000	8,000	38,480	30,480
Intergovernmental	9,003,299	9,220,110	5,710,039	(3,510,071)
Charges for services	500,000	500,000	904,261	404,261
Other revenues	40,000	40,000	-	(40,000)
Other financing sources	20,000	20,000	25,527	5,527
Transfers in	522,033	522,033	522,033	-
Total Revenues	<u>10,133,332</u>	<u>10,350,143</u>	<u>7,266,443</u>	<u>(3,083,700)</u>
<b>Expenditures</b>				
Public ways and facilities	11,215,986	11,292,250	5,998,395	5,293,855
Transfers out	-	25,527	25,527	-
Total Expenditures	<u>11,215,986</u>	<u>11,317,777</u>	<u>6,023,922</u>	<u>5,293,855</u>
Net Change in Fund Balances	<u>\$ (1,082,654)</u>	<u>\$ (967,634)</u>	1,242,521	<u>\$ 2,210,155</u>
Fund Balances - Beginning of Year, Restated			<u>1,935,587</u>	
Fund Balances - End of Year			<u>\$ 3,178,108</u>	
<u>Reconciliation of Budgetary Inflows and Outflows to GAAP Revenues and Expenditures</u>				
Sources/inflows of resources				
Actual amounts available for appropriation from the budgetary comparison schedule				\$ 7,266,443
Differences - budget to GAAP:				
Transfers from other funds are inflows of budgetary resources but are not revenues for financial reporting purposes				(522,033)
Other financing sources are inflows of budgetary resources but are not revenues for financial reporting purposes				(25,527)
Total revenues as reported on the statement of revenues, expenditures, and changes in fund balances - governmental funds				<u>\$ 6,718,883</u>

continued

## COUNTY OF MONO

Budgetary Comparison Schedule (continued)

Road Fund

For the Year Ended June 30, 2022

### Reconciliation of Budgetary Inflows and Outflows to GAAP Revenues and Expenditures (continued)

Uses/outflows of resources:

Actual charges to appropriations from the budgetary comparison schedule above \$ 6,023,922

Differences - budget to GAAP:

Transfers to other funds are outflows of budgetary resources but are not expenditures for financial reporting purposes

(25,527)

Total expenditures as reported on the statement of revenues, expenditures and changes in fund balances - governmental fund

\$ 5,998,395

# COUNTY OF MONO

Budgetary Comparison Schedule

Realignment

For the Year Ended June 30, 2022

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
<b>Revenues</b>				
Use of money and property	\$ 34,090	\$ 34,090	\$ 135,728	\$ 101,638
Intergovernmental	3,626,576	3,626,576	4,388,417	761,841
Total Revenues	<u>3,660,666</u>	<u>3,660,666</u>	<u>4,524,145</u>	<u>863,479</u>
<b>Expenditures</b>				
Public protection	1,166,078	1,238,882	992,438	246,444
Transfers out	3,177,055	3,278,079	1,904,823	1,373,256
Total Expenditures	<u>4,343,133</u>	<u>4,516,961</u>	<u>2,897,261</u>	<u>1,619,700</u>
Net Change in Fund Balances	<u>\$ (682,467)</u>	<u>\$ (856,295)</u>	1,626,884	<u>\$ 2,483,179</u>
Fund Balances - Beginning of Year			<u>10,860,376</u>	
Fund Balances - End of Year			<u>\$ 12,487,260</u>	
<u>Reconciliation of Budgetary Inflows and Outflows to GAAP Revenues and Expenditures</u>				
Uses/outflows of resources:				
Actual charges to appropriations from the budgetary comparison schedule above				\$ 2,897,261
Differences - budget to GAAP:				
Transfers to other funds are outflows of budgetary resources but are not expenditures for financial reporting purposes				<u>(1,904,823)</u>
Total expenditures as reported on the statement of revenues, expenditures and changes in fund balances - governmental fund				<u>\$ 992,438</u>

# COUNTY OF MONO

Budgetary Comparison Schedule  
 Mental Health Services Act  
 For the Year Ended June 30, 2022

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
<b>Revenues</b>				
Use of money and property	\$ 90,000	\$ 90,000	\$ 88,733	\$ (1,267)
Intergovernmental	2,163,852	2,162,729	2,113,799	(48,930)
Charges for services	-	5,000	4,317	(683)
Transfers in	55,000	55,000	34,320	(20,680)
Total Revenues	<u>2,308,852</u>	<u>2,312,729</u>	<u>2,241,169</u>	<u>(71,560)</u>
<b>Expenditures</b>				
Health and sanitation	4,673,838	3,063,976	2,129,342	934,634
Transfers out	50,000	180,746	156,397	24,349
Total Expenditures	<u>4,723,838</u>	<u>3,244,722</u>	<u>2,285,739</u>	<u>958,983</u>
Net Change in Fund Balances	<u>\$ (2,414,986)</u>	<u>\$ (931,993)</u>	(44,570)	<u>\$ 887,423</u>
Fund Balances - Beginning of Year			<u>7,534,437</u>	
Fund Balances - End of Year			<u>\$ 7,489,867</u>	
<u>Reconciliation of Budgetary Inflows and Outflows to GAAP Revenues and Expenditures</u>				
Sources/inflows of resources				
Actual amounts available for appropriation from the budgetary comparison schedule				\$ 2,241,169
Differences - budget to GAAP:				
Transfers from other funds are inflows of budgetary resources but are not revenues for financial reporting purposes				<u>(34,320)</u>
Total revenues as reported on the statement of revenues, expenditures, and changes in fund balances - governmental funds				<u>\$ 2,206,849</u>
Uses/outflows of resources:				
Actual charges to appropriations from the budgetary comparison schedule above				\$ 2,285,739
Differences - budget to GAAP:				
Transfers to other funds are outflows of budgetary resources but are not expenditures for financial reporting purposes				<u>(156,397)</u>
Total expenditures as reported on the statement of revenues, expenditures and changes in fund balances - governmental fund				<u>\$ 2,129,342</u>

# COUNTY OF MONO

Budgetary Comparison Schedule

Public Health

For the Year Ended June 30, 2022

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
<b>Revenues</b>				
Licenses and permits	\$ 266,821	\$ 256,958	\$ 271,339	\$ 14,381
Fines, forfeitures and penalties	500	700	904	204
Use of money and property	7,000	7,000	9,000	2,000
Intergovernmental	3,999,791	4,301,236	3,727,704	(573,532)
Charges for services	206,127	204,944	278,425	73,481
Other revenues	108,342	-	1,012	1,012
Transfers in	782,812	827,468	866,950	39,482
Total Revenues	<u>5,371,393</u>	<u>5,598,306</u>	<u>5,155,334</u>	<u>(442,972)</u>
<b>Expenditures</b>				
Health and sanitation	5,407,910	5,628,168	4,186,404	1,441,764
Transfers out	-	53,022	1,480,272	(1,427,250)
Total Expenditures	<u>5,407,910</u>	<u>5,681,190</u>	<u>5,666,676</u>	<u>14,514</u>
Net Change in Fund Balances	<u>\$ (36,517)</u>	<u>\$ (82,884)</u>	(511,342)	<u>\$ (428,458)</u>
Fund Balances - Beginning of Year			<u>976,773</u>	
Fund Balances - End of Year			<u>\$ 465,431</u>	
<u>Reconciliation of Budgetary Inflows and Outflows to GAAP Revenues and Expenditures</u>				
Sources/inflows of resources				
Actual amounts available for appropriation from the budgetary comparison schedule				\$ 5,155,334
Differences - budget to GAAP:				
Transfers from other funds are inflows of budgetary resources but are not revenues for financial reporting purposes				<u>(866,950)</u>
Total revenues as reported on the statement of revenues, expenditures, and changes in fund balances - governmental funds				<u>\$ 4,288,384</u>

continued

**COUNTY OF MONO**

Budgetary Comparison Schedule (Continued)

Public Health

For the Year Ended June 30, 2022

	<u>Budgeted Amounts</u>		<u>Actual</u>	<u>Variance with</u>
	<u>Original</u>	<u>Final</u>	<u>Amounts</u>	<u>Final Budget</u>
Uses/outflows of resources:				
Actual charges to appropriations from the budgetary comparison schedule above				\$ 5,666,676
Differences - budget to GAAP:				
Transfers to other funds are outflows of budgetary resources but are not expenditures for financial reporting purposes				<u>(1,480,272)</u>
Total expenditures as reported on the statement of revenues, expenditures and changes in fund balances - governmental fund				<u>\$ 4,186,404</u>

## **COUNTY OF MONO**

Required Supplementary Information  
For the Year Ended June 30, 2022

### **BUDGETARY BASIS OF ACCOUNTING**

In accordance with the provisions of Sections 29000 and 29143, inclusive, of the California Government Code and other statutory provisions, commonly known as the County Budget Act, the County prepares a budget for each fiscal year. A tentative budget approved no later than June 30, of each year establishes the legal authority for county spending in the following fiscal year until a final budget is adopted on or before October 2<sup>nd</sup>. Prior to adoption of the final budget, a public hearing is held to receive comments prior to adoption.

From the effective date of the budget, which is adopted and controlled at the department level, the amounts stated therein as proposed expenditures become appropriations to the various County departments. However, the legal level of control is the fund level. The Board of Supervisors may amend the budget by a four-fifths majority vote during the fiscal year. Department heads may, upon approval of the Finance Director, make transfers from one object or purpose to another within the same budget unit. All other budget amendments must be approved by the Board. It is this final revised budget that is presented in the required supplementary information section of this financial report. Appropriations lapse at year end.

Budgets are adopted for the General Fund, most special revenue funds, capital project funds and the debt service fund. Accounting principles applied for purposes of developing data on a budgetary basis are materially the same as those used to present financial statements in conformity with GAAP, except that transfers are regarded as inflows of resources for budgetary purposes and not revenues for GAAP financial statement presentation purposes and transfers out are considered outflows of resources for budgetary purposes but not expenditures for GAAP financial statement presentation purposes. Federal payment in lieu of taxes (PILT) revenue is reported in the year received for GAAP financial statement presentation purposes but reported in the following year for budgetary purposes.



**COMBINING AND INDIVIDUAL FUND STATEMENTS**

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### **NONMAJOR GOVERNMENTAL FUNDS**

Special Revenue Funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt service or capital projects.

Capital Project Funds are used to account for and report financial resources that are restricted, committed or assigned to expenditure for capital outlays, including that acquisition or construction of capital facilities and other capital assets.

Debt Service Funds are used to account for and report the accumulation of resources for, and the payment of, general long-term debt principal and interest.

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# COUNTY OF MONO

Combining Balance Sheet  
 Nonmajor Governmental Funds  
 June 30, 2022

	Special Revenue			
	Behavioral Health	Social Services	Community Development Grants	Revolving Loan Fund
<b>ASSETS</b>				
Cash and investments	\$ -	\$ 4,221,004	\$ 38,313	\$ 300,020
Accounts receivable	-	954	-	-
Due from other governments	548,138	115,533	534	-
Prepaid expenses	3,635	506	-	-
Loans receivable	-	-	643,363	-
<b>Total Assets</b>	<b>\$ 551,773</b>	<b>\$ 4,337,997</b>	<b>\$ 682,210</b>	<b>\$ 300,020</b>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES</b>				
<b>Liabilities</b>				
Accounts payable	\$ 91,016	\$ 94,225	\$ 76,163	\$ -
Accrued salaries and benefits	50,435	152,057	-	-
Due to other funds	466,734	-	-	-
Advances from other funds	-	-	-	99,013
<b>Total Liabilities</b>	<b>608,185</b>	<b>246,282</b>	<b>76,163</b>	<b>99,013</b>
<b>Deferred inflows of Resources</b>				
Unavailable revenues	270,304	-	-	-
<b>Fund Balance</b>				
Nonspendable	3,635	506	-	-
Restricted	-	4,091,209	606,047	-
Committed	-	-	-	201,007
Assigned	-	-	-	-
Unassigned	(330,351)	-	-	-
<b>Total Fund Balances</b>	<b>(326,716)</b>	<b>4,091,715</b>	<b>606,047</b>	<b>201,007</b>
<b>Total Liabilities, Deferred Inflows and Fund Balances</b>	<b>\$ 551,773</b>	<b>\$ 4,337,997</b>	<b>\$ 682,210</b>	<b>\$ 300,020</b>

continued

# COUNTY OF MONO

Combining Balance Sheet (continued)

Nonmajor Governmental Funds

June 30, 2022

	Special Revenue			
	Disaster Assistance Fund	Geothermal	Eastern Sierra Sustainable Recreation	Bio Terrorism
<b>ASSETS</b>				
Cash and investments	\$ 550,172	\$ 98,791	\$ 483,844	\$ -
Accounts receivable	-	12,493	-	-
Due from other governments	-	21,272	7,142	192,865
Prepaid expenses	-	-	-	205
Loans receivable	-	-	-	-
<b>Total Assets</b>	<b>\$ 550,172</b>	<b>\$ 132,556</b>	<b>\$ 490,986</b>	<b>\$ 193,070</b>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES</b>				
<b>Liabilities</b>				
Accounts payable	\$ 1,902	\$ 7,721	\$ 6,206	\$ 84,711
Accrued salaries and benefits	36,004	-	12,181	5,990
Due to other funds	-	-	-	192,425
Advances from other funds	-	-	-	-
<b>Total Liabilities</b>	<b>37,906</b>	<b>7,721</b>	<b>18,387</b>	<b>283,126</b>
<b>Deferred inflows of Resources</b>				
Unavailable revenues	-	-	-	193,446
<b>Fund Balance</b>				
Nonspendable	-	-	-	205
Restricted	512,266	124,835	472,599	-
Committed	-	-	-	-
Assigned	-	-	-	-
Unassigned	-	-	-	(283,707)
<b>Total Fund Balances</b>	<b>512,266</b>	<b>124,835</b>	<b>472,599</b>	<b>(283,502)</b>
<b>Total Liabilities, Deferred Inflows and Fund Balances</b>	<b>\$ 550,172</b>	<b>\$ 132,556</b>	<b>\$ 490,986</b>	<b>\$ 193,070</b>

continued

# COUNTY OF MONO

Combining Balance Sheet (continued)

Nonmajor Governmental Funds

June 30, 2022

	Special Revenue				
	Fish and Game	Tobacco	Emergency Medical Services	Mitigation Fee	County Service Areas
<b>ASSETS</b>					
Cash and investments	\$ 108,692	\$ 80,840	\$ 630,581	\$ 131,778	\$ 2,969,341
Accounts receivable	-	-	-	-	-
Due from other governments	-	75,000	-	-	-
Prepaid expenses	-	-	-	-	-
Loans receivable	-	-	-	-	-
<b>Total Assets</b>	<b>\$ 108,692</b>	<b>\$ 155,840</b>	<b>\$ 630,581</b>	<b>\$ 131,778</b>	<b>\$ 2,969,341</b>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES</b>					
<b>Liabilities</b>					
Accounts payable	\$ 5,000	\$ 144,061	\$ -	\$ -	\$ 2,769
Accrued salaries and benefits	-	5,337	-	-	791
Due to other funds	-	-	-	-	-
Advances from other funds	-	-	-	-	-
<b>Total Liabilities</b>	<b>5,000</b>	<b>149,398</b>	<b>-</b>	<b>-</b>	<b>3,560</b>
<b>Deferred inflows of Resources</b>					
Unavailable revenues	-	-	-	-	-
<b>Fund Balance</b>					
Nonspendable	-	-	-	-	-
Restricted	103,692	6,442	630,581	131,778	2,965,781
Committed	-	-	-	-	-
Assigned	-	-	-	-	-
Unassigned	-	-	-	-	-
<b>Total Fund Balances</b>	<b>103,692</b>	<b>6,442</b>	<b>630,581</b>	<b>131,778</b>	<b>2,965,781</b>
<b>Total Liabilities, Deferred Inflows and Fund Balances</b>	<b>\$ 108,692</b>	<b>\$ 155,840</b>	<b>\$ 630,581</b>	<b>\$ 131,778</b>	<b>\$ 2,969,341</b>

continued

# COUNTY OF MONO

Combining Balance Sheet (continued)

Nonmajor Governmental Funds

June 30, 2022

	Special Revenue		Total Special Revenue
	Development Impact	Various Restricted Grants	
<b>ASSETS</b>			
Cash and investments	\$ 232,084	\$ 1,950,364	\$ 11,795,824
Accounts receivable	-	1,346	14,793
Due from other governments	-	233,676	1,194,160
Prepaid expenses	-	-	4,346
Loans receivable	-	-	643,363
<b>Total Assets</b>	<b>\$ 232,084</b>	<b>\$ 2,185,386</b>	<b>\$ 13,652,486</b>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES</b>			
<b>Liabilities</b>			
Accounts payable	\$ -	\$ 47,861	\$ 561,635
Accrued salaries and benefits	-	-	262,795
Due to other funds	-	-	659,159
Advances from other funds	-	-	99,013
<b>Total Liabilities</b>	<b>-</b>	<b>47,861</b>	<b>1,582,602</b>
<b>Deferred inflows of Resources</b>			
Unavailable revenues	-	79,141	542,891
<b>Fund Balance</b>			
Nonspendable	-	-	4,346
Restricted	232,084	2,058,384	11,935,698
Committed	-	-	201,007
Assigned	-	-	-
Unassigned	-	-	(614,058)
<b>Total Fund Balances</b>	<b>232,084</b>	<b>2,058,384</b>	<b>11,526,993</b>
<b>Total Liabilities, Deferred Inflows and Fund Balances</b>	<b>\$ 232,084</b>	<b>\$ 2,185,386</b>	<b>\$ 13,652,486</b>

continued



## COUNTY OF MONO

Combining Balance Sheet (continued)

Nonmajor Governmental Funds

June 30, 2022

	Capital Projects				Total Capital Projects
	Miscellaneous Capital Improvements	Criminal Justice Facility	Mono County Civic Center	Project Assistance Fund	
<b>ASSETS</b>					
Cash and investments	\$ 156,499	\$ 7,109,777	\$ 67,888	\$ 1,313,923	\$ 8,648,087
Accounts receivable	-	-	-	-	-
Due from other governments	-	-	-	1,402,789	1,402,789
Prepaid expenses	-	-	-	-	-
Loans receivable	-	-	-	-	-
<b>Total Assets</b>	<b>\$ 156,499</b>	<b>\$ 7,109,777</b>	<b>\$ 67,888</b>	<b>\$ 2,716,712</b>	<b>\$ 10,050,876</b>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES</b>					
<b>Liabilities</b>					
Accounts payable	\$ 8,465	\$ 349,360	\$ 96,324	\$ -	\$ 454,149
Accrued salaries and benefits	-	-	-	-	-
Due to other funds	-	-	-	-	-
Advances from other funds	-	-	-	-	-
<b>Total Liabilities</b>	<b>8,465</b>	<b>349,360</b>	<b>96,324</b>	<b>-</b>	<b>454,149</b>
<b>Deferred inflows of Resources</b>					
Unavailable revenues	-	-	-	-	-
<b>Fund Balance</b>					
Nonspendable	-	-	-	-	-
Restricted	-	5,626,802	-	-	5,626,802
Committed	-	1,133,615	-	-	1,133,615
Assigned	148,034	-	-	2,716,712	2,864,746
Unassigned	-	-	(28,436)	-	(28,436)
<b>Total Fund Balances</b>	<b>148,034</b>	<b>6,760,417</b>	<b>(28,436)</b>	<b>2,716,712</b>	<b>9,596,727</b>
<b>Total Liabilities, Deferred Inflows and Fund Balances</b>	<b>\$ 156,499</b>	<b>\$ 7,109,777</b>	<b>\$ 67,888</b>	<b>\$ 2,716,712</b>	<b>\$ 10,050,876</b>

continued

# COUNTY OF MONO

Combining Balance Sheet  
Nonmajor Governmental Funds  
June 30, 2022

	Debt Service	
	Debt Service	
	Fund	Total
<b>ASSETS</b>		
Cash and investments	\$ 961,421	\$ 21,405,332
Accounts receivable	-	14,793
Due from other governments	-	2,596,949
Prepaid expenses	-	4,346
Loans receivable	-	643,363
Total Assets	<u>\$ 961,421</u>	<u>\$ 24,664,783</u>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES</b>		
Liabilities		
Accounts payable	\$ 4,500	\$ 1,020,284
Accrued salaries and benefits	-	262,795
Due to other funds	-	659,159
Advances from other funds	-	99,013
Total Liabilities	<u>4,500</u>	<u>2,041,251</u>
Deferred inflows of Resources		
Unavailable revenues	<u>-</u>	<u>542,891</u>
Fund Balance		
Nonspendable	-	4,346
Restricted	-	17,562,500
Committed	-	1,334,622
Assigned	956,921	3,821,667
Unassigned	-	(642,494)
Total Fund Balances	<u>956,921</u>	<u>22,080,641</u>
Total Liabilities, Deferred Inflows and Fund Balances	<u>\$ 961,421</u>	<u>\$ 24,664,783</u>

# COUNTY OF MONO

Combining Statement of Revenues, Expenditures  
and Changes in Fund Balances  
Nonmajor Governmental Funds  
For the Year Ended June 30, 2022

	Special Revenue			
	Behavioral Health	Social Services	Community Development Grants	Revolving Loan Fund
<b>REVENUES</b>				
Taxes	\$ -	\$ -	\$ -	\$ -
Licenses and permits	-	-	-	-
Fines, forfeitures and penalties	6,637	-	-	-
Use of money and property	(2,273)	43,560	2,548	-
Intergovernmental	1,799,580	4,781,280	164,829	-
Charges for services	76,117	240,556	-	-
Miscellaneous	-	2,169	-	-
Total Revenues	<u>1,880,061</u>	<u>5,067,565</u>	<u>167,377</u>	<u>-</u>
<b>EXPENDITURES</b>				
Current:				
General government	-	-	-	-
Public protection	-	-	-	-
Health and sanitation	2,225,244	-	-	-
Public assistance	-	5,870,534	535,581	-
Recreation	-	-	-	-
Debt service:				
Principal	-	-	-	-
Interest and issuance cost	-	-	-	-
Capital outlay	-	-	-	-
Total Expenditures	<u>2,225,244</u>	<u>5,870,534</u>	<u>535,581</u>	<u>-</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(345,183)</u>	<u>(802,969)</u>	<u>(368,204)</u>	<u>-</u>
<b>OTHER FINANCING SOURCES (USES)</b>				
Proceeds from issuance of debt	-	-	-	-
Proceeds from issuance of lease	-	100,951	-	-
Transfers in	32,149	1,412,481	-	-
Transfers out	(99,218)	(276,671)	-	-
Total Other Financing Sources (Uses)	<u>(67,069)</u>	<u>1,236,761</u>	<u>-</u>	<u>-</u>
<b>NET CHANGE IN FUND BALANCES</b>	(412,252)	433,792	(368,204)	-
Fund Balances, Beginning of Year (restated)	85,536	3,657,923	974,251	201,007
<b>FUND BALANCES, END OF THE YEAR</b>	<u>\$ (326,716)</u>	<u>\$ 4,091,715</u>	<u>\$ 606,047</u>	<u>\$ 201,007</u>

continued

# COUNTY OF MONO

Combining Statement of Revenues, Expenditures  
and Changes in Fund Balances (continued)  
Nonmajor Governmental Funds  
For the Year Ended June 30, 2022

	Special Revenue			
	Disaster Assistance Fund	Geothermal	Eastern Sierra Sustainable Recreation	Bio Terrorism
<b>REVENUES</b>				
Taxes	\$ -	\$ -	\$ -	\$ -
Licenses and permits	-	-	-	-
Fines, forfeitures and penalties	-	-	-	-
Use of money and property	23,365	-	5,474	(2,348)
Intergovernmental	66,212	-	-	292,350
Charges for services	-	-	-	-
Miscellaneous	28,348	137,740	245,888	-
Total Revenues	<u>117,925</u>	<u>137,740</u>	<u>251,362</u>	<u>290,002</u>
<b>EXPENDITURES</b>				
Current:				
General government	-	-	-	-
Public protection	250,516	88,366	-	47,434
Health and sanitation	-	-	-	284,105
Public assistance	-	-	-	-
Recreation	-	-	200,417	-
Debt service:				
Principal	-	-	-	-
Interest and issuance cost	-	-	-	-
Capital outlay	-	-	-	-
Total Expenditures	<u>250,516</u>	<u>88,366</u>	<u>200,417</u>	<u>331,539</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(132,591)</u>	<u>49,374</u>	<u>50,945</u>	<u>(41,537)</u>
<b>OTHER FINANCING SOURCES (USES)</b>				
Proceeds from Issuance of Debt	-	-	-	-
Proceeds from Issuance of lease	-	-	-	-
Transfers in	-	-	-	88,503
Transfers out	-	-	-	(15,761)
Total Other Financing Sources (Uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>72,742</u>
<b>NET CHANGE IN FUND BALANCES</b>	(132,591)	49,374	50,945	31,205
Fund Balances, Beginning of Year (restated)	644,857	75,461	421,654	(314,707)
<b>FUND BALANCES, END OF THE YEAR</b>	<u>\$ 512,266</u>	<u>\$ 124,835</u>	<u>\$ 472,599</u>	<u>\$ (283,502)</u>

continued

# COUNTY OF MONO

Combining Statement of Revenues, Expenditures  
and Changes in Fund Balances (continued)  
Nonmajor Governmental Funds  
For the Year Ended June 30, 2022

	Special Revenue				
	Fish and Game	Tobacco	Emergency Medical Services	Mitigation Fee	County Service Area
<b>REVENUES</b>					
Taxes	\$ -	\$ -	\$ -	\$ -	\$ 269,178
Licenses and permits	-	-	-	-	-
Fines, forfeitures and penalties	24,509	-	93,453	-	-
Use of money and property	1,113	(233)	6,474	1,525	37,535
Intergovernmental	-	450,000	-	-	-
Charges for services	-	-	-	-	160,556
Miscellaneous	-	-	-	-	5,332
Total Revenues	<u>25,622</u>	<u>449,767</u>	<u>99,927</u>	<u>1,525</u>	<u>472,601</u>
<b>EXPENDITURES</b>					
Current:					
General government	-	-	-	-	167,558
Public protection	5,000	-	-	-	-
Health and sanitation	-	491,991	-	-	-
Public assistance	-	-	-	-	-
Recreation	-	-	-	-	-
Debt service:					
Principal	-	-	-	-	-
Interest and issuance cost	-	-	-	-	-
Capital outlay	-	-	-	-	-
Total Expenditures	<u>5,000</u>	<u>491,991</u>	<u>-</u>	<u>-</u>	<u>167,558</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>20,622</u>	<u>(42,224)</u>	<u>99,927</u>	<u>1,525</u>	<u>305,043</u>
<b>OTHER FINANCING SOURCES (USES)</b>					
Proceeds from Issuance of Debt	-	-	-	-	-
Proceeds from Issuance of lease	-	-	-	-	-
Transfers in	-	146,056	-	-	-
Transfers out	-	(14,174)	-	-	-
Total Other Financing Sources (Uses)	<u>-</u>	<u>131,882</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>NET CHANGE IN FUND BALANCES</b>	20,622	89,658	99,927	1,525	305,043
Fund Balances, Beginning of Year (restated)	83,070	(83,216)	530,654	130,253	2,660,738
<b>FUND BALANCES, END OF THE YEAR</b>	<u>\$ 103,692</u>	<u>\$ 6,442</u>	<u>\$ 630,581</u>	<u>\$ 131,778</u>	<u>\$ 2,965,781</u>

continued

# COUNTY OF MONO

Combining Statement of Revenues, Expenditures  
and Changes in Fund Balances (continued)  
Nonmajor Governmental Funds  
For the Year Ended June 30, 2022

	Special Revenue		Total Special Revenue
	Development Impact	Various Restricted Grants	
<b>REVENUES</b>			
Taxes	\$ -	\$ -	\$ 269,178
Licenses and permits	-	15,547	15,547
Fines, forfeitures and penalties	-	11,510	136,109
Use of money and property	2,686	19,016	138,442
Intergovernmental	-	1,205,542	8,759,793
Charges for services	-	8,006	485,235
Miscellaneous	-	99,398	518,875
Total Revenues	<u>2,686</u>	<u>1,359,019</u>	<u>10,323,179</u>
<b>EXPENDITURES</b>			
Current:			
General government	-	-	167,558
Public protection	-	857,060	1,248,376
Health and sanitation	-	-	3,001,340
Public assistance	-	50,982	6,457,097
Recreation	-	-	200,417
Debt service:			
Principal	-	-	-
Interest and issuance cost	-	-	-
Capital outlay	-	-	-
Total Expenditures	<u>-</u>	<u>908,042</u>	<u>11,074,788</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>2,686</u>	<u>450,977</u>	<u>(751,609)</u>
<b>OTHER FINANCING SOURCES (USES)</b>			
Proceeds from Issuance of Debt	-	-	-
Proceeds from Issuance of lease	-	-	100,951
Transfers in	-	-	1,679,189
Transfers out	-	(90,890)	(496,714)
Total Other Financing Sources (Uses)	<u>-</u>	<u>(90,890)</u>	<u>1,283,426</u>
<b>NET CHANGE IN FUND BALANCES</b>	2,686	360,087	531,817
Fund Balances, Beginning of Year (restated)	229,398	1,698,297	10,995,176
<b>FUND BALANCES, END OF THE YEAR</b>	<u>\$ 232,084</u>	<u>\$ 2,058,384</u>	<u>\$ 11,526,993</u>

continued

# COUNTY OF MONO

Combining Statement of Revenues, Expenditures  
and Changes in Fund Balances (continued)  
Nonmajor Governmental Funds  
For the Year Ended June 30, 2022

	Capital Projects				Total Capital Projects
	Miscellaneous Capital Improvements	Criminal Justice Facility	Mono County Civic Center	Project Assistance Fund	
<b>REVENUES</b>					
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -
Licenses and permits	-	-	-	-	-
Fines, forfeitures and penalties	-	-	-	-	-
Use of money and property	1,082	-	26	-	1,108
Intergovernmental	-	-	-	2,805,578	2,805,578
Charges for services	-	-	-	-	-
Miscellaneous	200	-	-	-	200
Total Revenues	<u>1,282</u>	<u>-</u>	<u>26</u>	<u>2,805,578</u>	<u>2,806,886</u>
<b>EXPENDITURES</b>					
Current:					
General government	-	-	-	-	-
Public protection	-	136,664	-	88,866	225,530
Health and sanitation	-	-	-	-	-
Public assistance	-	-	-	-	-
Recreation	-	-	-	-	-
Debt service:					
Principal	-	-	-	-	-
Interest and issuance cost	-	-	-	-	-
Capital outlay	170,583	853,035	215,634	-	1,239,252
Total Expenditures	<u>170,583</u>	<u>989,699</u>	<u>215,634</u>	<u>88,866</u>	<u>1,464,782</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(169,301)</u>	<u>(989,699)</u>	<u>(215,608)</u>	<u>2,716,712</u>	<u>1,342,104</u>
<b>OTHER FINANCING SOURCES (USES)</b>					
Proceeds from Issuance of Debt	-	6,592,000	-	-	6,592,000
Proceeds from Issuance of lease	-	-	-	-	-
Transfers in	-	-	150,000	-	150,000
Transfers out	-	-	-	-	-
Total Other Financing Sources (Uses)	<u>-</u>	<u>6,592,000</u>	<u>150,000</u>	<u>-</u>	<u>6,742,000</u>
<b>NET CHANGE IN FUND BALANCES</b>	(169,301)	5,602,301	(65,608)	2,716,712	8,084,104
Fund Balances, Beginning of Year (restated)	317,335	1,158,116	37,172	-	1,512,623
<b>FUND BALANCES, END OF THE YEAR</b>	<u>\$ 148,034</u>	<u>\$ 6,760,417</u>	<u>\$ (28,436)</u>	<u>\$ 2,716,712</u>	<u>\$ 9,596,727</u>

continued

# COUNTY OF MONO

Combining Statement of Revenues, Expenditures  
and Changes in Fund Balances  
Nonmajor Governmental Funds  
For the Year Ended June 30, 2022

	<u>Debt Services</u>	
	<u>Debt Service</u>	
	<u>Fund</u>	<u>Total</u>
<b>REVENUES</b>		
Taxes	\$ -	\$ 269,178
Licenses and permits	-	15,547
Fines, forfeitures and penalties	-	136,109
Use of money and property	8,061	147,611
Intergovernmental	-	11,565,371
Charges for services	-	485,235
Miscellaneous	-	519,075
Total Revenues	<u>8,061</u>	<u>13,138,126</u>
<b>EXPENDITURES</b>		
Current:		
General government	-	167,558
Public protection	-	1,473,906
Health and sanitation	-	3,001,340
Public assistance	-	6,457,097
Recreation	-	200,417
Debt service:		
Principal	532,361	532,361
Interest and issuance cost	955,679	955,679
Capital outlay	-	1,239,252
Total Expenditures	<u>1,488,040</u>	<u>14,027,610</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(1,479,979)</u>	<u>(889,484)</u>
<b>OTHER FINANCING SOURCES (USES)</b>		
Proceeds from Issuance of Debt	-	6,592,000
Proceeds from Issuance of lease	-	100,951
Transfers in	1,747,899	3,577,088
Transfers out	-	(496,714)
Total Other Financing Sources (Uses)	<u>1,747,899</u>	<u>9,773,325</u>
<b>NET CHANGE IN FUND BALANCES</b>	267,920	8,883,841
Fund Balances, Beginning of Year (restated)	689,001	13,196,800
<b>FUND BALANCES, END OF THE YEAR</b>	<u>\$ 956,921</u>	<u>\$ 22,080,641</u>



### **NONMAJOR ENTERPRISE FUNDS**

Enterprise Funds are used to account for operations that are financed and operated in a manner similar to private business enterprises where the intent of the governing body is that the costs of providing goods or services to the general public on a continuing basis be financed primarily through user charges; or where the County has decided that periodic determination of revenues earned, expenses incurred and/or net income is appropriate for capital maintenance, public policy, management control, accountability or other purposes.

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**COUNTY OF MONO**

Combining Statement of Net Position

Nonmajor Enterprise Funds

June 30, 2022

	<u>Airports</u>	<u>Campgrounds</u>	<u>Cemeteries</u>	<u>Total</u>
<b>ASSETS</b>				
Current Assets				
Pooled cash and investments	\$ 17,905	\$ 148,133	\$ 63,952	\$ 229,990
Accounts receivable	110	2,726	-	2,836
Inventory	2,112	-	-	2,112
Total Current Assets	<u>20,127</u>	<u>150,859</u>	<u>63,952</u>	<u>234,938</u>
Noncurrent Assets:				
Capital assets:				
Non-depreciable	275,623	-	-	275,623
Depreciable, net	3,863,120	-	-	3,863,120
Total Noncurrent Assets	<u>4,138,743</u>	<u>-</u>	<u>-</u>	<u>4,138,743</u>
Total Assets	<u>4,158,870</u>	<u>150,859</u>	<u>63,952</u>	<u>4,373,681</u>
<b>LIABILITIES</b>				
Current Liabilities				
Accounts payable	536	8,945	-	9,481
Total Liabilities	<u>536</u>	<u>8,945</u>	<u>-</u>	<u>9,481</u>
<b>NET POSITION</b>				
Net investment in capital assets	4,138,743	-	-	4,138,743
Restricted	-	-	5,039	5,039
Unrestricted	19,591	141,914	58,913	220,418
Total Net Position	<u>\$ 4,158,334</u>	<u>\$ 141,914</u>	<u>\$ 63,952</u>	<u>\$ 4,364,200</u>

**COUNTY OF MONO**

Combining Statement of Revenues, Expenses and Changes in Net Position

Nonmajor Enterprise Funds

For the Year Ended June 30, 2022

	<u>Airports</u>	<u>Campgrounds</u>	<u>Cemeteries</u>	<u>Total</u>
<b>OPERATING REVENUES</b>				
Charges for services	\$ 154	\$ 48,510	\$ 11,050	\$ 59,714
Total Operating Revenues	<u>154</u>	<u>48,510</u>	<u>11,050</u>	<u>59,714</u>
<b>OPERATING EXPENSES</b>				
Services and supplies	18,933	35,618	6,262	60,813
Depreciation	320,734	-	-	320,734
Total Operating Expenses	<u>339,667</u>	<u>35,618</u>	<u>6,262</u>	<u>381,547</u>
Operating Income (Loss)	<u>(339,513)</u>	<u>12,892</u>	<u>4,788</u>	<u>(321,833)</u>
<b>NON-OPERATING REVENUES (EXPENSES)</b>				
Interest income (expenses)	3,465	1,667	711	5,843
Total Non-Operating Revenues	<u>3,465</u>	<u>1,667</u>	<u>711</u>	<u>5,843</u>
Income (Loss) Before Transfers	(336,048)	14,559	5,499	(315,990)
Transfers In	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>CHANGE IN NET POSITION</b>	(336,048)	14,559	5,499	(315,990)
Net Position, Beginning of Year	<u>4,494,382</u>	<u>127,355</u>	<u>58,453</u>	<u>4,680,190</u>
<b>NET POSITION, END OF YEAR</b>	<u>\$ 4,158,334</u>	<u>\$ 141,914</u>	<u>\$ 63,952</u>	<u>\$ 4,364,200</u>

## COUNTY OF MONO

Combining Statement of Cash Flows

Nonmajor Enterprise Funds

For the Year Ended June 30, 2022

	Airports	Campgrounds	Cemeteries	Total
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>				
Cash receipts from customers	\$ 74	\$ 51,494	\$ 11,750	\$ 63,318
Cash paid to suppliers for goods and services	(30,625)	(36,651)	(6,586)	(73,862)
Net Cash Provided (Used) by Operating Activities	(30,551)	14,843	5,164	(10,544)
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>				
Interest received (paid)	3,464	1,667	711	5,842
Net Cash Used in Capital and Related Financing Activities	3,464	1,667	711	5,842
<b>Net Increase (Decrease) in Cash and Cash Equivalents</b>	(27,087)	16,510	5,875	(4,702)
<b>Cash and Cash Equivalents, Beginning of Year</b>	44,992	131,623	58,077	234,692
<b>Cash and Cash Equivalents, End of Year</b>	\$ 17,905	\$ 148,133	\$ 63,952	\$ 229,990
<b>Reconciliation of Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities:</b>				
Operating income (loss)	\$ (339,513)	\$ 12,892	\$ 4,788	\$ (321,833)
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities:				
Depreciation	320,734	-	-	320,734
Changes in assets and liabilities:				
Receivables	(80)	2,984	700	3,604
Payables	(11,692)	(1,033)	(324)	(13,049)
<b>Net Cash Provided (Used) by Operating Activities</b>	\$ (30,551)	\$ 14,843	\$ 5,164	\$ (10,544)

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### **INTERNAL SERVICE FUNDS**

Internal Service Funds are used to account for the financing of goods or services provided by one department or agency to other departments or agencies of the government and to other government units, on a cost reimbursement basis.

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# COUNTY OF MONO

Combining Statement of Net Position

Internal Service Funds

June 30, 2022

	Copier Pool	Motor Pool	Insurance Pool	Tech Refresh Pool	Total
<b>ASSETS</b>					
Current Assets					
Pooled cash and investments	\$ 103,039	\$ 1,759,498	\$ 1,016,487	\$ -	\$ 2,879,024
Deposits with others	-	-	6,461,576	-	6,461,576
Accounts receivable	-	-	8,478	-	8,478
Due from other governments	-	-	-	25,064	25,064
Inventory	-	29,855	-	-	29,855
Total Current Assets	<u>103,039</u>	<u>1,789,353</u>	<u>7,486,541</u>	<u>25,064</u>	<u>9,403,997</u>
Noncurrent Assets					
Capital assets:					
Nondepreciable	-	-	-	170,655	170,655
Depreciable, net	41,701	4,163,523	-	51,293	4,256,517
Total Assets	<u>144,740</u>	<u>5,952,876</u>	<u>7,486,541</u>	<u>247,012</u>	<u>13,831,169</u>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>					
Deferred amounts related to pensions	-	58,731	-	-	58,731
<b>LIABILITIES</b>					
Current Liabilities					
Accounts payable	10,937	11,057	22	28,792	50,808
Salaries and benefits payable	-	16,425	6,240	-	22,665
Due from other funds	-	-	-	38,364	38,364
Unearned revenues	-	-	360	-	360
Claims Liability	-	-	3,786,280	-	3,786,280
Total Current Liabilities	<u>10,937</u>	<u>27,482</u>	<u>3,792,902</u>	<u>67,156</u>	<u>3,898,477</u>
Long-term Liabilities					
Net pension liability	-	244,316	-	-	244,316
Total Liabilities	<u>10,937</u>	<u>271,798</u>	<u>3,792,902</u>	<u>67,156</u>	<u>4,142,793</u>
<b>DEFERRED INFLOWS</b>					
Deferred amounts related to pensions	-	102,515	-	-	102,515
<b>NET POSITION</b>					
Net investment in capital assets	41,701	4,163,523	-	221,948	4,427,172
Unrestricted	92,102	1,473,771	3,693,639	(42,092)	5,217,420
Total Net Position	<u>\$ 133,803</u>	<u>\$ 5,637,294</u>	<u>\$ 3,693,639</u>	<u>\$ 179,856</u>	<u>\$ 9,644,592</u>

# COUNTY OF MONO

Combining Statement of Revenues, Expenses and  
Changes in Net Position  
Internal Service Funds  
For the Year Ended June 30, 2022

	Copier Pool	Motor Pool	Insurance Pool	Tech Refresh Pool	Total
<b>OPERATING REVENUES</b>					
Charges for services	108,526	1,348,869	2,927,428	546,687	4,931,510
Total Operating Revenues	<u>108,526</u>	<u>1,348,869</u>	<u>2,927,428</u>	<u>546,687</u>	<u>4,931,510</u>
<b>OPERATING EXPENSES</b>					
Salaries and benefits	-	198,958	157,077	-	356,035
Services and supplies	88,662	366,875	2,658,436	543,092	3,657,065
Depreciation	15,836	1,045,140	-	16,504	1,077,480
Total Operating Expenses	<u>104,498</u>	<u>1,610,973</u>	<u>2,815,513</u>	<u>559,596</u>	<u>5,090,580</u>
Operating Income (Loss)	<u>4,028</u>	<u>(262,104)</u>	<u>111,915</u>	<u>(12,909)</u>	<u>(159,070)</u>
<b>NON-OPERATING REVENUES (EXPENSES)</b>					
Interest income (expense)	836	16,015	7,322	1,304	25,477
Intergovernmental revenues	-	181,497	-	-	181,497
Sale of capital assets	-	126,417	-	-	126,417
Miscellaneous	-	16,834	33,115	-	49,949
Total Non-Operating Revenues	<u>836</u>	<u>340,763</u>	<u>40,437</u>	<u>1,304</u>	<u>383,340</u>
Income (Loss) Before Transfers	4,864	78,659	152,352	(11,605)	224,270
Transfers in	-	745,633	-	-	745,633
<b>CHANGE IN NET POSITION</b>	<u>4,864</u>	<u>824,292</u>	<u>152,352</u>	<u>(11,605)</u>	<u>969,903</u>
Net Position, Beginning of Year, Restated	<u>128,939</u>	<u>4,813,002</u>	<u>3,541,287</u>	<u>191,461</u>	<u>8,674,689</u>
<b>NET POSITION, END OF YEAR</b>	<u>\$ 133,803</u>	<u>\$ 5,637,294</u>	<u>\$ 3,693,639</u>	<u>\$ 179,856</u>	<u>\$ 9,644,592</u>

# COUNTY OF MONO

Combining Statement of Cash Flows

Internal Service Funds

For the Year Ended June 30, 2022

	Copier Pool	Motor Pool	Insurance Pool	Tech Refresh Pool	Total
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>					
Cash receipts from interfund services provided	\$ 108,526	\$ 1,348,869	\$ 2,920,926	\$ 523,276	\$ 4,901,597
Cash paid to employees for services	-	(413,137)	(155,989)	-	(569,126)
Cash paid to suppliers for goods and services	(89,814)	(364,616)	(2,638,398)	(567,784)	(3,660,612)
Net Cash Provided (Used) by Operating Activities	<u>18,712</u>	<u>571,116</u>	<u>126,539</u>	<u>(44,508)</u>	<u>671,859</u>
<b>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES</b>					
Amounts due to other funds for noncapital purposes	-	-	-	38,364	38,364
Other revenues	-	16,834	33,115	-	49,949
Net Cash Provided (Used) by Noncapital Financing	<u>-</u>	<u>16,834</u>	<u>33,115</u>	<u>38,364</u>	<u>88,313</u>
<b>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</b>					
Transfers used to finance capital acquisition	-	745,633	-	-	745,633
Capital grants	-	181,497	-	-	181,497
Payments related to the acquisition of capital assets	-	(1,350,163)	-	(128,905)	(1,479,068)
Sale of capital assets	-	126,417	-	-	126,417
Net Cash Provided (Used) by Capital and Related Financing Activities	<u>-</u>	<u>(296,616)</u>	<u>-</u>	<u>(128,905)</u>	<u>(425,521)</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>					
Interest received (paid)	835	16,014	7,322	1,304	25,475
Net Cash Provided by Investing Activities	<u>835</u>	<u>16,014</u>	<u>7,322</u>	<u>1,304</u>	<u>25,475</u>
<b>Net Increase (Decrease) in Cash and Cash Equivalents</b>	19,547	307,348	166,976	(133,745)	360,126
<b>Cash and Cash Equivalents, Beginning of Year</b>	83,492	1,452,150	849,511	133,745	2,518,898
<b>Cash and Cash Equivalents, End of Year</b>	<u>\$ 103,039</u>	<u>\$ 1,759,498</u>	<u>\$ 1,016,487</u>	<u>\$ -</u>	<u>\$ 2,879,024</u>

continued

# COUNTY OF MONO

Combining Statement of Cash Flows (continued)

Internal Service Funds

For the Year Ended June 30, 2022

	<u>Copier Pool</u>	<u>Motor Pool</u>	<u>Insurance Pool</u>	<u>Tech Refresh Pool</u>	<u>Total</u>
<b>Reconciliation of Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities</b>					
Operating income (loss)	\$ 4,028	\$ (262,104)	\$ 111,915	\$ (12,909)	\$ (159,070)
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities:					
Depreciation	15,836	1,045,140	-	16,504	1,077,480
Changes in assets and liabilities:					
Receivables	-	-	(6,862)	(23,411)	(30,273)
Inventory	-	(1,462)	-	-	(1,462)
Deposits with others	-	-	(341,872)	-	(341,872)
Deferred outflows	-	42,523	-	-	42,523
Claims liability	-	-	365,289	-	365,289
Accrued salaries and benefits	-	4,560	1,088	-	5,648
Payables	(1,152)	3,721	(3,379)	(24,692)	(25,502)
Unearned revenues	-	-	360	-	360
Net Pension liability	-	(363,777)	-	-	(363,777)
Deferred inflows	-	102,515	-	-	102,515
<b>Net Cash Provided (Used) by Operating Activities</b>	<u>\$ 18,712</u>	<u>\$ 571,116</u>	<u>\$ 126,539</u>	<u>\$ (44,508)</u>	<u>\$ 671,859</u>

**STATISTICAL SECTION (UNAUDITED)**

**COUNTY OF MONO**

Net Position by Component

Last Ten Fiscal Years

	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15<sup>(1)</sup></u>	<u>2015-16</u>	<u>2016-17</u>
<b>Governmental Activities:</b>					
Net investment in capital assets	\$ 35,334,453	\$ 35,400,923	\$ 37,457,469	\$ 37,058,137	\$ 35,036,545
Restricted for:					
Legally segregated taxes, grants and fees	4,722,105	4,474,027	-	1,990,604	7,520,625
Community development	323,479	326,371	329,080	5,709,262	628,863
General County programs	2,132,296	3,142,688	2,631,317	762,013	-
Road projects	-	41,059	4,909,685	1,536,591	1,011,875
Health and social services	3,091,366	3,139,171	6,068,522	7,164,607	9,016,846
County service areas	1,387,929	1,541,228	2,229,499	2,243,991	2,219,210
Capital projects	-	0	0	-	-
Unrestricted (deficit)	3,912,213	5,677,786	(31,622,253)	(27,330,558)	(19,765,256)
Total net position, governmental activities	<u>50,903,841</u>	<u>53,743,253</u>	<u>22,003,319</u>	<u>29,134,647</u>	<u>35,668,708</u>
<b>Business-type Activities:</b>					
Net investment in capital assets	7,030,904	6,925,302	6,627,342	6,349,553	6,591,060
Restricted for:					
Endowments			30,222	30,222	4,648
Unrestricted (deficit)	(7,708,430)	(7,040,601)	(6,699,390)	(5,672,792)	(5,087,120)
Total net position, business-type activities	<u>(677,526)</u>	<u>(115,299)</u>	<u>(41,826)</u>	<u>706,983</u>	<u>1,508,588</u>
<b>Primary Government:</b>					
Net investment in capital assets	42,365,357	42,326,225	44,084,811	43,407,690	41,627,605
Restricted for:					
Legally segregated taxes, grants and fees	4,722,105	4,474,027	-	1,990,604	7,520,625
Community development	323,479	326,371	329,080	5,709,262	628,863
General County programs	2,132,296	3,142,688	2,631,317	762,013	-
Road projects	-	41,059	4,909,685	1,536,591	1,011,875
Health and social services	3,091,366	3,139,171	6,068,522	7,164,607	9,016,846
County service areas	1,387,929	1,541,228	2,229,499	2,243,991	2,219,210
Capital projects	-	-	-	-	-
Endowments	-	-	30,222	30,222	4,648
Unrestricted (deficit)	(3,796,217)	(1,362,815)	(38,321,643)	(33,003,350)	(24,852,376)
Total net position	<u>\$ 50,226,315</u>	<u>\$ 53,627,954</u>	<u>\$ 21,961,493</u>	<u>\$ 29,841,630</u>	<u>\$ 37,177,296</u>

**Note:**

(1) During the fiscal year ended June 30, 2015, the County implemented GASB Statement No. 68, *Accounting for Pensions*.

(2) During the fiscal year ended June 30, 2018, the County implemented GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*.

<u>2017-18<sup>(2)</sup></u>	<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>	<u>2021-22</u>	
\$ 35,091,522	\$ 34,011,735	\$ 36,446,614	\$ 38,886,628	\$ 39,523,837	<b>Governmental Activities:</b>
					Net investment in capital assets
					Restricted for:
8,985,578	10,288,065	12,083,387	13,970,671	14,735,761	Legally segregated taxes, grants and fees
1,149,824	687,271	2,919,118	5,162,624	3,365,570	Community development
-	-	-	-	-	General County programs
1,642,730	2,194,089	1,925,531	1,744,900	3,248,426	Road projects
10,904,340	11,236,455	11,774,270	13,716,171	14,266,243	Health and social services
1,914,676	2,205,092	2,291,933	2,660,738	2,965,781	County service areas
-	257,060	-	23,568	5,626,802	Capital projects
<u>(40,825,597)</u>	<u>(39,923,345)</u>	<u>(42,038,989)</u>	<u>(39,204,605)</u>	<u>(31,697,552)</u>	Unrestricted (deficit)
<u>18,863,073</u>	<u>20,956,422</u>	<u>25,401,864</u>	<u>36,960,695</u>	<u>52,034,868</u>	Total net position, governmental activities
					<b>Business-type Activities:</b>
6,319,041	6,024,655	5,755,367	5,397,103	5,006,362	Net investment in capital assets
					Restricted for:
4,648	4,648	4,648	4,648	4,648	Endowments
<u>(4,261,199)</u>	<u>(3,592,643)</u>	<u>(7,153,534)</u>	<u>(8,209,331)</u>	<u>(7,901,612)</u>	Unrestricted (deficit)
<u>2,062,490</u>	<u>2,436,660</u>	<u>(1,393,519)</u>	<u>(2,807,580)</u>	<u>(2,890,602)</u>	Total net position, business-type activities
					<b>Primary Government:</b>
41,410,563	40,036,390	42,201,981	44,283,731	44,530,199	Net investment in capital assets
					Restricted for:
8,985,578	10,288,065	12,083,387	13,970,671	14,735,761	Legally segregated taxes, grants and fees
1,149,824	687,271	2,919,118	5,162,624	3,365,570	Community development
-	-	-	-	-	General County programs
1,642,730	2,194,089	1,925,531	1,744,900	3,248,426	Road projects
10,904,340	11,236,455	11,774,270	13,716,171	14,266,243	Health and social services
1,914,676	2,205,092	2,291,933	2,660,738	2,965,781	County service areas
-	257,060	-	23,568	5,626,802	Capital projects
4,648	4,648	4,648	4,648	4,648	Endowments
<u>(45,086,796)</u>	<u>(43,515,988)</u>	<u>(49,192,523)</u>	<u>(47,413,936)</u>	<u>(39,599,164)</u>	Unrestricted (deficit)
<u>\$ 20,925,563</u>	<u>\$ 23,393,082</u>	<u>\$ 24,008,345</u>	<u>\$ 34,153,115</u>	<u>\$ 49,144,266</u>	Total net position

**COUNTY OF MONO**  
**Changes in Net Position**  
**Last Ten Fiscal Years**

	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15<sup>(1)</sup></u>	<u>2015-16</u>	<u>2016-17</u>
<b>Expenses:</b>					
<b>Governmental activities:</b>					
General government	\$ 6,883,498	12,262,308	9,495,667	8,527,686	10,149,677
Public protection	19,721,152	16,064,917	15,022,593	17,026,030	18,037,087
Public ways and facilities	8,026,282	6,637,301	9,115,279	7,655,712	6,465,642
Health and sanitation	9,742,625	9,004,355	8,638,229	8,564,376	8,568,557
Public assistance	3,970,541	3,970,208	4,280,862	4,407,906	4,628,204
Education	37,758	35,567	39,164	39,784	41,847
Recreation and culture	160,349	144,042	110,690	104,588	104,422
Interest on long-term debt	171,063	160,559	138,475	112,476	182,838
Total expenses, governmental activities	<u>48,713,268</u>	<u>48,279,257</u>	<u>46,840,959</u>	<u>46,438,558</u>	<u>48,178,274</u>
<b>Business-type activities:</b>					
Solid waste	2,860,020	2,280,854	2,018,282	1,778,162	2,490,582
Airport	250,328	93,883	509,576	426,882	326,819
Campgrounds	24,830	28,763	45,894	22,590	32,240
Cemeteries	75,816	11,879	3,017	15,703	14,828
Total expenses, business-type activities	<u>3,210,994</u>	<u>2,415,379</u>	<u>2,576,769</u>	<u>2,243,337</u>	<u>2,864,469</u>
Total expenses, primary government	<u>51,924,262</u>	<u>50,694,636</u>	<u>49,417,728</u>	<u>48,681,895</u>	<u>51,042,743</u>
<b>Program Revenues:</b>					
<b>Governmental activities:</b>					
Charges for services					
General government	2,674,542	3,480,214	2,173,109	2,604,571	2,902,867
Public protection	449,899	438,653	2,055,966	1,715,559	1,470,947
Public ways and facilities	1,004,117	1,530,122	726,653	524,684	495,210
Health and sanitation	1,901,792	1,741,771	2,026,843	2,015,266	1,822,308
Public assistance	109,015	37,522	124,264	139,078	125,178
Education	-	-	-	-	-
Recreation and culture	-	50	-	-	-
Operating grants and contributions	21,557,737	22,395,925	27,527,859	21,422,359	20,243,272
Capital grants and contributions	174,680	-	157,241	4,054,304	598,587
Total program revenues, governmental activities	<u>27,871,782</u>	<u>29,624,257</u>	<u>34,791,935</u>	<u>32,475,821</u>	<u>27,658,369</u>
<b>Business-type activities:</b>					
Charges for services					
Solid waste	2,646,536	2,529,103	2,917,822	2,837,439	3,014,267
Airport	11,635	14,319	11,489	9,021	8,525
Campgrounds	33,587	30,948	33,118	39,376	39,197
Cemeteries	456	1,368	-	70	2,862
Operating grants and contributions	2,269,348	45,215	30,000	40,000	62,799
Capital grants and contributions	-	265,412	30,011	22,884	464,976
Total program revenues, business-type activities	<u>4,961,562</u>	<u>2,886,365</u>	<u>3,022,440</u>	<u>2,948,790</u>	<u>3,592,626</u>
Total program revenues, primary government	<u>32,833,344</u>	<u>32,510,622</u>	<u>37,814,375</u>	<u>35,424,611</u>	<u>31,250,995</u>



2017-18 <sup>(c)</sup>	2018-19	2019-20	2020-21	2021-22	
					<b>Expenses:</b>
					<b>Governmental activities:</b>
12,018,816	12,256,336	12,620,362	11,875,659	12,092,103	General government
18,607,098	19,584,630	22,075,151	21,697,951	20,288,006	Public protection
6,067,474	6,012,093	4,581,122	4,929,184	5,288,478	Public ways and facilities
9,663,773	10,541,045	11,402,916	12,461,818	12,856,366	Health and sanitation
5,234,293	5,562,735	6,221,445	5,731,948	6,187,790	Public assistance
25,566	29,635	38,008	44,925	47,777	Education
103,700	97,588	148,197	318,987	325,846	Recreation and culture
57,046	820,757	891,482	880,331	876,109	Interest on long-term debt
<u>51,777,766</u>	<u>54,904,819</u>	<u>57,978,683</u>	<u>57,940,803</u>	<u>57,962,475</u>	Total expenses, governmental activities
					<b>Business-type activities:</b>
2,308,561	2,465,938	5,136,771	4,283,271	2,835,010	Solid waste
359,609	357,755	354,966	394,704	339,667	Airport
35,237	32,336	25,543	33,564	35,618	Campgrounds
15,899	14,397	22,206	3,137	6,262	Cemeteries
<u>2,719,306</u>	<u>2,870,426</u>	<u>5,539,486</u>	<u>4,714,676</u>	<u>3,216,557</u>	Total expenses, business-type activities
<u>54,497,072</u>	<u>57,775,245</u>	<u>63,518,169</u>	<u>62,655,479</u>	<u>61,179,032</u>	Total expenses, primary government
					<b>Program Revenues:</b>
					<b>Governmental activities:</b>
					Charges for services
					General government
3,486,850	3,334,693	3,513,065	4,152,752	3,680,325	Public protection
1,636,585	1,339,966	1,582,210	1,876,027	1,793,604	Public ways and facilities
558,351	169,770	224,886	861,016	995,931	Health and sanitation
2,020,388	2,083,547	1,736,166	1,785,116	1,697,464	Public assistance
339,294	135,248	170,962	446,551	243,503	Education
-	-	-	-	-	Recreation and culture
-	-	-	-	-	Operating grants and contributions
21,850,588	23,325,492	24,848,563	30,810,308	32,364,132	Capital grants and contributions
647,828	-	1,329,921	67,166	1,397,379	Total program revenues, governmental activities
<u>30,539,884</u>	<u>30,388,716</u>	<u>33,405,773</u>	<u>39,998,936</u>	<u>42,172,338</u>	
					<b>Business-type activities:</b>
					Charges for services
					Solid waste
3,079,007	3,049,516	3,039,023	3,060,858	2,960,812	Airport
7,954	11,532	5,365	4,755	154	Campgrounds
42,339	39,476	41,056	56,051	48,510	Cemeteries
5,456	5,600	15,900	6,400	11,050	Operating grants and contributions
40,000	50,000	40,000	40,000	20,000	Capital grants and contributions
28,411	-	-	-	-	Total program revenues, business-type activities
<u>3,203,167</u>	<u>3,156,124</u>	<u>3,141,344</u>	<u>3,168,064</u>	<u>3,040,526</u>	
<u>33,743,051</u>	<u>33,544,840</u>	<u>36,547,117</u>	<u>43,167,000</u>	<u>45,212,864</u>	Total program revenues, primary government

continued

**COUNTY OF MONO**

Changes in Net Position (continued)

Last Ten Fiscal Years

	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15<sup>(1)</sup></u>	<u>2015-16</u>	<u>2016-17</u>
<b>Net (Expense)/Program Revenues:</b>					
Governmental activities	(20,841,486)	(18,655,000)	(12,049,024)	(13,962,737)	(20,519,905)
Business-type activities	1,750,568	470,986	445,671	705,453	728,157
Total net expenses, primary government	<u>(19,090,918)</u>	<u>(18,184,014)</u>	<u>(11,603,353)</u>	<u>(13,257,284)</u>	<u>(19,791,748)</u>
<b>General Revenues and Other Changes in Net Position</b>					
<b>Governmental activities:</b>					
Property taxes	18,598,557	17,635,489	18,653,314	19,992,544	20,369,909
Sales and use taxes	518,192	646,921	511,011	643,086	585,375
Transient occupancy taxes	2,413,673	2,548,394	2,751,260	3,058,934	3,349,252
Other taxes	349,414	419,443	-	-	-
Unrestricted investment earnings	316,780	228,882	199,428	190,778	300,085
Miscellaneous	62,478	24,783	113,063	-	-
Transfers	(94,225)	(9,500)	(2,000)	-	(13,980)
Total governmental activities	<u>22,164,869</u>	<u>21,494,412</u>	<u>22,226,076</u>	<u>23,885,342</u>	<u>24,590,641</u>
<b>Business-type activities:</b>					
Property	-	-	-	-	-
Sales and use	-	-	-	-	-
Transient occupancy	-	-	-	-	-
Other	-	-	-	-	-
Unrestricted investment earnings	28,732	33,744	36,993	43,356	59,468
Miscellaneous	47,871	47,997	52,021	-	-
Transfers	94,225	9,500	2,000	-	13,980
Total business-type activities	<u>170,828</u>	<u>91,241</u>	<u>91,014</u>	<u>43,356</u>	<u>73,448</u>
Total primary government	<u>22,335,697</u>	<u>21,585,653</u>	<u>22,317,090</u>	<u>23,928,698</u>	<u>24,664,089</u>
<b>Changes in Net Position</b>					
Governmental activities	1,323,383	2,839,412	10,177,052	9,922,605	4,070,736
Business-type activities	1,921,396	562,227	536,685	748,809	801,605
Total primary government	<u>\$ 3,244,779</u>	<u>\$ 3,401,639</u>	<u>\$ 10,713,737</u>	<u>\$ 10,671,414</u>	<u>\$ 4,872,341</u>

**Note:**

(1) During the fiscal year ended June 30, 2015, the County implemented GASB Statement No. 68, *Accounting for Pensions*.

(2) During the fiscal year ended June 30, 2018, the County implemented GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*.

<u>2017-18<sup>(c)</sup></u>	<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>	<u>2021-22</u>	
					<b>Net (Expense)/Program Revenues:</b>
(21,237,882)	(24,516,103)	(24,572,910)	(17,941,867)	(15,790,137)	Governmental activities
483,861	285,698	(2,398,142)	(1,546,612)	(176,031)	Business-type activities
<u>(20,754,021)</u>	<u>(24,230,405)</u>	<u>(26,971,052)</u>	<u>(19,488,479)</u>	<u>(15,966,168)</u>	Total net expenses, primary government
					<b>General Revenues and Other Changes in Net Position</b>
					<b>Governmental activities:</b>
21,328,513	21,244,687	23,792,574	24,916,498	26,782,286	Property taxes
597,335	690,854	650,259	819,440	871,842	Sales and use taxes
3,548,347	3,523,543	3,123,154	3,758,613	3,945,540	Transient occupancy taxes
-	1,409	28,850	70,169	55,395	Other taxes
563,358	1,094,325	1,273,549	754,061	838,257	Unrestricted investment earnings
-	-	-	-	-	Miscellaneous
25,087	54,634	32,512	(37,000)	-	Transfers
<u>26,062,640</u>	<u>26,609,452</u>	<u>28,900,898</u>	<u>30,281,781</u>	<u>32,493,320</u>	Total governmental activities
					<b>Business-type activities:</b>
-	-	-	-	-	Property
-	-	-	-	-	Sales and use
-	-	-	-	-	Transient occupancy
-	-	-	-	-	Other
95,128	143,106	166,527	95,551	93,009	Unrestricted investment earnings
-	-	-	-	-	Miscellaneous
(25,087)	(54,634)	(32,512)	37,000	-	Transfers
<u>70,041</u>	<u>88,472</u>	<u>134,015</u>	<u>132,551</u>	<u>93,009</u>	Total business-type activities
<u>26,132,681</u>	<u>26,697,924</u>	<u>29,034,913</u>	<u>30,414,332</u>	<u>32,586,329</u>	Total primary government
					<b>Changes in Net Position</b>
4,824,758	2,093,349	4,327,988	12,339,914	16,703,183	Governmental activities
553,902	374,170	(2,264,127)	(1,414,061)	(83,022)	Business-type activities
<u>\$ 5,378,660</u>	<u>\$ 2,467,519</u>	<u>\$ 2,063,861</u>	<u>\$ 10,925,853</u>	<u>\$ 16,620,161</u>	Total primary government

**COUNTY OF MONO**

## Fund Balances of Governmental Funds

## Last Ten Fiscal Years

	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>
<b>General Fund</b>					
Nonspendable	\$ 1,524,349	\$ 21,219	\$ 73,469	\$ 913,349	\$ 1,412,340
Restricted	3,010,167	3,010,167	5,795,284	-	-
Committed	-	-	-	-	-
Assigned	-	-	-	4,707,990	7,530,512
Unassigned	6,399,062	4,839,922	5,868,809	4,015,851	4,543,108
	<u>10,933,578</u>	<u>7,871,308</u>	<u>11,737,562</u>	<u>9,637,190</u>	<u>13,485,960</u>
<b>All Other Governmental Funds</b>					
Nonspendable	350,568	384,494	369,935	383,442	1,373,252
Restricted	4,289,781	5,359,643	6,957,633	17,033,022	19,395,685
Committed	-	-	-	540,656	360,239
Assigned	768,963	500,066	282,551	359,706	685,482
Unassigned	(940,941)	(146,032)	(1,192,330)	(96,003)	(299,228)
	<u>4,468,371</u>	<u>6,098,171</u>	<u>6,417,789</u>	<u>18,220,823</u>	<u>21,515,430</u>
Subtotal all other governmental funds					
	<u>4,468,371</u>	<u>6,098,171</u>	<u>6,417,789</u>	<u>18,220,823</u>	<u>21,515,430</u>
Total governmental fund balance	<u>15,401,949</u>	<u>13,969,479</u>	<u>18,155,351</u>	<u>27,858,013</u>	<u>35,001,390</u>

<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>	<u>2021-22</u>	
\$ 1,521,271	\$ 1,328,789	\$ 336,463	\$ 172,235	\$ 182,047	<b>General Fund</b>
-	2,948	1,287,923	1,290,215	1,293,245	Nonspendable
-	-	-	-	-	Restricted
2,803,552	4,519,842	4,086,411	2,320,750	1,074,697	Committed
8,783,159	6,816,309	7,620,328	11,698,949	16,947,790	Assigned
					Unassigned
<u>13,107,982</u>	<u>12,667,888</u>	<u>13,331,125</u>	<u>15,482,149</u>	<u>19,497,779</u>	Subtotal general fund
					<b>All Other Governmental Funds</b>
1,277,214	1,314,851	289,687	230,042	273,188	Nonspendable
23,309,748	42,687,019	28,868,389	34,853,864	40,914,324	Restricted
200,987	569,889	201,007	201,007	1,334,622	Committed
751,708	664,637	1,000,045	1,006,336	3,821,667	Assigned
(412,309)	(305,077)	(402,114)	(402,643)	(642,494)	Unassigned
<u>25,127,348</u>	<u>44,931,319</u>	<u>29,957,014</u>	<u>35,888,606</u>	<u>45,701,307</u>	Subtotal all other governmental funds
<u><u>38,235,330</u></u>	<u><u>57,599,207</u></u>	<u><u>43,288,139</u></u>	<u><u>51,370,755</u></u>	<u><u>65,199,086</u></u>	Total governmental fund balance

**COUNTY OF MONO**

Changes in Fund Balances of Governmental Funds

Last Ten Fiscal Years

	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>
<b>Revenues</b>					
Taxes	\$ 21,879,836	\$ 21,250,247	\$ 21,915,585	\$ 23,694,564	\$ 24,304,536
Licenses and permits	601,613	661,900	659,532	660,820	608,659
Fines, forfeitures and penalties	909,574	836,386	836,368	907,136	958,741
Use of money and property	309,255	144,979	165,637	224,169	354,810
Intergovernmental	20,370,593	23,222,490	25,421,960	27,441,774	20,553,809
Charges for services	3,909,227	5,725,148	5,841,674	4,234,113	4,009,240
Other revenues	541,570	239,548	1,093,503	1,087,375	768,820
Total revenues	<u>48,521,668</u>	<u>52,080,698</u>	<u>55,934,259</u>	<u>58,249,951</u>	<u>51,558,615</u>
<b>Expenditures</b>					
Current:					
General government	6,525,916	12,191,726	10,310,419	9,241,315	10,633,979
Public protection	19,632,037	16,231,006	15,458,350	17,237,927	17,473,535
Public ways and facilities	8,220,412	7,084,870	11,144,707	7,102,319	4,117,296
Health and snittion	9,795,300	9,043,613	8,839,953	8,999,912	8,634,747
Public assistance	4,006,049	3,993,744	4,348,726	4,581,365	4,791,676
Education	37,758	35,567	39,164	39,784	41,847
Recreation and culture	13,930	25,316	-	-	-
Debt service:					
Principal	502,100	548,000	596,300	647,700	798,573
Interest and other related costs	172,795	162,451	139,494	115,754	88,791
Capital outlay	346,890	240,793	805,922	378,428	286,063
Total expenditures	<u>49,253,187</u>	<u>49,557,086</u>	<u>51,683,035</u>	<u>48,344,504</u>	<u>46,866,507</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(731,519)</u>	<u>2,523,612</u>	<u>4,251,224</u>	<u>9,905,447</u>	<u>4,692,108</u>
<b>Other Financing Sources (Uses)</b>					
Proceeds from issuance of debt	-	-	-	-	-
Premium from issuance of debt	-	-	-	-	-
Proceeds from issuance of leases	-	-	-	-	-
Proceeds from sale of capitl ssets	11,590	926	30,400	-	1,924
Transfers in	3,310,511	3,439,235	4,671,053	4,416,172	5,153,444
Transfers out	(3,486,467)	(7,396,243)	(4,673,053)	(4,640,719)	(5,167,424)
Total other financing sources (uses)	<u>(164,366)</u>	<u>(3,956,082)</u>	<u>28,400</u>	<u>(224,547)</u>	<u>(12,056)</u>
Net change in fund balances	<u>(895,885)</u>	<u>(1,432,470)</u>	<u>4,279,624</u>	<u>9,680,900</u>	<u>4,680,052</u>
Debt service as a percentage of noncapital expenditures	1.38%	1.44%	1.45%	1.59%	1.91%

2017-18	2018-19	2019-20	2020-21	2021-22	
\$ 25,474,195	\$ 25,460,493	\$ 27,594,837	\$ 29,564,720	\$ 31,692,961	<b>Revenues</b>
658,000	652,175	651,088	660,632	703,329	Taxes
1,275,822	917,840	808,019	1,100,035	878,880	Licenses and permits
588,642	1,102,571	1,268,948	768,033	849,659	Fines, forfeitures and penalties
22,210,916	23,930,755	25,806,849	30,570,202	32,641,105	Use of money and property
4,737,441	4,640,465	4,754,494	5,292,678	5,221,978	Intergovernmental
570,362	470,720	382,328	850,514	571,027	Charges for services
<u>55,515,378</u>	<u>57,175,019</u>	<u>61,266,563</u>	<u>68,806,814</u>	<u>72,558,939</u>	Other revenues
					Total revenues
					<b>Expenditures</b>
					Current:
11,519,055	12,172,003	12,004,967	11,317,349	12,368,511	General government
19,205,112	19,734,926	20,922,079	21,410,534	21,027,310	Public protection
4,780,243	5,288,869	7,307,108	5,997,786	5,998,395	Public ways and facilities
9,586,446	10,645,147	11,023,061	12,560,064	13,875,540	Health and snittion
5,171,201	5,590,564	6,145,959	5,750,137	6,813,343	Public assistance
25,566	29,635	38,008	44,925	47,777	Education
-	-	-	170,437	200,417	Recreation
					Debt service:
887,853	227,630	286,897	468,800	532,361	Principal
57,570	624,430	969,174	958,054	955,679	Interest and other related costs
1,024,792	5,458,689	16,237,543	728,173	1,239,252	Capital outlay
<u>52,257,838</u>	<u>59,771,893</u>	<u>74,934,796</u>	<u>59,406,259</u>	<u>63,058,585</u>	Total expenditures
					Excess (deficiency) of revenues over (under) expenditures
<u>3,257,540</u>	<u>(2,596,874)</u>	<u>(13,668,233)</u>	<u>9,400,555</u>	<u>9,500,354</u>	
					<b>Other Financing Sources (Uses)</b>
245,750	19,940,000	-	-	6,592,000	Proceeds from issuance of debt
-	2,266,117	-	-	-	
-	-	-	-	100,951	Proceeds from issuance of leases
13,775	-	232,799	30,762	27,670	Proceeds from sale of capitl ssets
6,364,081	3,839,411	5,233,111	6,585,467	4,951,207	Transfers in
<u>(6,893,908)</u>	<u>(4,084,777)</u>	<u>(6,226,199)</u>	<u>(7,153,084)</u>	<u>(5,696,840)</u>	Transfers out
<u>(270,302)</u>	<u>21,960,751</u>	<u>(760,289)</u>	<u>(536,855)</u>	<u>5,974,988</u>	Total other financing sources (uses)
<u>2,987,238</u>	<u>19,363,877</u>	<u>(14,428,522)</u>	<u>8,863,700</u>	<u>15,475,342</u>	Net change in fund balances
1.85%	1.57%	2.14%	2.43%	2.41%	Debt service as a percentage of noncapital expenditures

**COUNTY OF MONO**

**Assessed Value of Taxable Property (In Thousands of Dollars)**

**2013 - 2022**

<u>Fiscal Year</u> <u>Ended June 30</u>	<u>Secured</u> <u>Roll(1)</u>	<u>Unsecured</u> <u>Roll(2)</u>	<u>Exemptions(3)</u>	<u>Net</u> <u>Assessed</u> <u>Valuations</u>	<u>% Change</u>
2013	\$ 5,072,813	\$ 575,835	\$ 58,574	\$ 5,590,074	-2.75%
2014	5,128,486	398,476	59,899	5,467,063	-2.20%
2015	5,241,684	398,352	60,322	5,579,714	2.06%
2016	5,381,852	397,894	62,257	5,717,489	2.47%
2017	5,474,199	401,736	63,206	5,812,729	1.67%
2018	5,624,767	406,262	64,067	5,966,962	2.65%
2019	5,773,194	418,956	66,365	6,125,785	2.66%
2020	6,149,908	500,342	61,299	6,588,951	7.56%
2021	6,433,999	472,663	64,195	6,842,467	3.85%
2022	6,841,397	442,127	65,646	7,217,878	5.49%

(1) Secured property is generally the real property, which is defined as land, mineral, timber, and improvements such as buildings, structures, crops, trees, and vines. Also included in the secured roll are unitary properties, including railroads and utilities, which cross the County and are assessed by the State Board of Equalization.

(2) Unsecured property is generally personal property, including machinery, equipment, office tools, supplies, mobile homes, and aircraft.

(3) Exempt properties include numerous full and partial exclusions and exemptions provided.

Source: Mono County Property Tax System



**COUNTY OF MONO**

**Tax Levies and Collections  
General Fund Secured Roll  
2003-2022**

Fiscal Year	Secured & Unsecured Tax Levy	Current Taxes Collected	Percent of Levy	Delinquent Collections	Total Collections	Percent of Levy Collected
2002-03	8,271,224	8,307,872	100.44%	250,939	8,558,811	103.48%
2003-04	8,426,505	8,523,576	101.15%	69,133	8,592,709	101.97%
2004-05	9,536,891	9,449,034	99.08%	58,669	9,507,703	99.69%
2005-06	11,362,185	10,892,350	95.86%	85,125	10,977,475	96.61%
2006-07	13,630,827	13,805,122	101.28%	122,857	13,927,980	102.18%
2007-08	15,706,796	16,120,226	102.63%	85,260	16,205,486	103.17%
2008-09	17,388,237	16,726,245	96.19%	145,777	16,872,022	97.03%
2009-10	17,600,670	16,124,835	91.61%	604,423	16,729,257	95.05%
2010-11	16,514,331	14,230,471	86.17%	578,940	14,809,410	89.68%
2011-12	14,392,453	14,296,942	99.34%	505,527	14,802,468	102.85%
2012-13	15,368,593	15,038,334	97.85%	340,237	15,378,571	100.06%
2013-14	15,889,566	14,384,146	90.53%	435,043	14,819,189	93.26%
2014-15	16,152,775	15,713,842	97.28%	205,656	15,919,498	98.56%
2015-16	16,486,505	16,415,898	99.57%	199,666	16,615,564	100.78%
2016-17	16,911,949	16,484,906	97.47%	170,941	16,655,848	98.49%
2017-18	17,334,675	16,920,747	97.61%	363,296	17,284,043	99.71%
2018-19	18,059,302	17,807,051	98.60%	256,713	18,063,763	100.02%
2019-20	19,076,543	19,183,494	100.56%	175,353	19,358,847	101.48%
2020-21	20,007,291	19,477,017	97.35%	219,263	19,696,280	98.45%
2021-22	20,983,618	20,837,202	99.30%	168,163	21,005,365	100.10%

General Fund only. Includes all charges, paid and unpaid. Redeemed delinquent taxes now included in taxes collected section.

Source: Mono County AB8 Calculations and General Ledger.

**COUNTY OF MONO**

**Property Tax Levies and Collections (In Thousands of Dollars)  
2012-13 through 2020-21**

Fiscal Year Ended June 30	Taxes Levied During the Fiscal Year <sup>(1)</sup>	Collected within the Fiscal Year of the Levy <sup>(2)</sup>		Collections in Subsequent Years <sup>(3)</sup>	Total <sup>(4)</sup> Collections to Date	
		Amount	% of Levy		Amount	% of Levy
2013	\$ 56,893	\$ 55,986	98.41	\$ 901	\$ 56,887	99.99
2014	54,989	53,288	96.91	1,693	54,981	99.99
2015	56,118	54,051	96.32	2,055	56,106	99.98
2016	57,736	55,635	96.36	2,088	57,723	99.98
2017	58,487	56,905	97.30	1,564	58,469	99.97
2018	60,059	59,698	99.40	309	60,007	99.91
2019	61,663	61,175	99.21	382	61,557	99.83
2020	66,705	66,128	99.13	395	66,523	99.73
2021	69,041	68,567	99.31	200	68,767	99.60
2022	73,205	72,516	99.06	381	72,897	99.58

(1) Includes Secured, Unsecured, and Unitary Taxes levied for the County itself, school districts, cities, and special districts under the supervision of their own governing boards.

Includes adjustments to the tax rolls from the levy date to delinquency date.

(2) Includes amounts collected by the County on behalf of itself, school districts, cities, and special districts under the supervision of their own governing boards.

(3) Includes adjustments to the levy. Taxes levied less collections to date equal the delinquent taxes receivable.

(4) Total Collection to date run on March 18, 2022.

Source: Mono County Property Tax System.

**COUNTY OF MONO**

**Property Tax Value Allocation Collection**

**2004-05 through 2021-22**

**AB-8 VALUES**

Fiscal Year	Real Property		Personal		Total	% Chg
	Inc. HOPTR	% Chg	Property	% Chg		
2002-03	2,430,999,676	9.74%	252,782,477	12.61%	2,683,782,153	10.00%
2003-04	2,762,004,268	13.62%	265,105,692	4.88%	3,027,109,960	12.79%
2004-05	3,085,979,775	11.73%	267,934,406	1.07%	3,353,914,181	10.80%
2005-06	3,550,462,443	15.05%	260,084,308	-2.93%	3,810,546,751	13.61%
2006-07	4,278,126,257	20.49%	281,570,435	8.26%	4,559,696,692	19.66%
2007-08	5,015,813,891	17.24%	302,045,338	7.27%	5,317,859,229	16.63%
2008-09	5,554,102,507	10.73%	318,725,408	5.52%	5,872,827,915	10.44%
2009-10	5,634,656,131	1.45%	282,290,022	-11.43%	5,916,946,153	0.75%
2010-11	5,096,159,613	-9.56%	418,506,072	48.25%	5,514,665,685	-6.80%
2011-12	4,964,600,710	-2.58%	413,444,230	-1.21%	5,378,044,940	-2.48%
2012-13	4,957,878,484	-0.14%	360,781,678	-12.74%	5,318,660,162	-1.10%
2013-14	4,911,028,555	-0.94%	383,101,102	6.19%	5,294,129,657	-0.46%
2014-15	4,990,657,506	1.62%	392,756,377	2.52%	5,383,413,883	1.69%
2015-16	5,106,845,276	2.33%	389,673,020	-0.79%	5,496,518,296	2.10%
2016-17	5,244,471,009	2.69%	394,428,705	1.22%	5,638,899,714	2.59%
2017-18	5,375,320,883	5.26%	401,388,290	3.01%	5,776,709,173	5.10%
2018-19	5,605,296,997	4.28%	415,176,197	3.44%	6,020,473,194	4.22%
2019-20	5,947,266,148	6.10%	425,429,377	2.47%	6,372,695,525	5.85%
2020-21	6,220,535,544	4.59%	466,628,832	9.68%	6,687,164,376	4.93%
2021-22	6,606,695,664	6.21%	423,507,441	-9.24%	7,030,203,105	5.13%

Source: Mono County AB8 Calculations.

**COUNTY OF MONO**

**Property Tax Collections  
2003-04 through 2021-22**

Fiscal Year	General Fund		Secured and Unsecured				Total
	County General Fund		Town of Mammoth	School Districts and Augmentation Fund		Special Districts	
	Secured	Unsecured					
2003-04	8,523,576	807,741	1,158,647	12,615,367	6,936,400	30,041,730	
2004-05*	9,449,034	706,107	1,348,916	13,642,275	7,916,718	33,063,050	
2005-06*	11,455,149	765,220	1,592,687	16,021,241	9,067,830	38,902,127	
2006-07*	12,910,660	894,463	2,295,078	18,389,553	11,787,382	46,277,136	
2007-08*	14,515,638	870,916	2,624,774	22,147,747	12,860,888	53,019,963	
2008-09*	14,933,794 **	919,168 **	2,653,891 **	23,571,923 **	15,301,520 **	57,380,296	
2009-10*	15,165,933 **	1,260,670 **	2,417,595 **	25,336,531 **	11,152,009 **	55,332,738	
2010-11*	15,209,742 **	2,409,465 **	2,409,465 **	22,262,705 **	12,855,279 **	55,146,657	
2011-12*	14,822,535 **	1,288,349 **	2,355,391 **	22,694,146 **	12,800,764 **	53,961,185	
2012-13*	14,814,123 **	1,122,030 **	2,286,660 **	22,419,290 **	12,544,531 **	53,186,634	
2013-14*	14,697,811 **	1,149,583 **	2,269,698 **	22,354,923 **	12,476,495 **	52,948,509	
2014-15*	14,935,887 **	1,146,281 **	2,341,781 **	21,402,568 **	14,014,837 **	53,841,353	
2015-16*	15,801,348	1,164,420	2,369,745	22,847,929	12,844,465	55,027,908	
2016-17	15,725,094	1,177,187	2,424,093 **	22,859,891 **	14,200,279 **	56,386,544	
2017-18	16,137,096	1,198,115	2,484,903 **	24,398,429 **	13,556,298 **	57,774,841	
2018-19	17,003,707	1,239,919	2,597,454 **	25,425,629 **	14,127,324 **	60,394,034	
2019-20	18,350,088	1,366,601	2,775,448 **	26,882,553 **	14,997,388 **	64,372,078	
2020-21	18,666,581	1,399,299	2,924,448 **	28,226,634 **	15,718,248 **	66,935,210	
2021-22	20,187,637	1,281,496	3,116,014 **	29,566,074 **	16,641,620 **	70,792,842	

\* Triple-Flip Adjustments not recognized in these figures

\*\* These figures are based upon the AB-8 Allocation and not actual receipts

The lien or assessment date is the first Monday in January

Taxes may be paid in two installments. First installment is due November 1, and becomes delinquent on December 10, with 10% penalty added. Second installment is due February 1, and becomes delinquent on April 10, with 10% penalty and \$10.00 per parcel added for costs.

After June 30, property is transferred to the delinquent roll. Beginning July 1, additional penalties of 1% per month for the first year and 1/2% per month thereafter until the property is redeemed. After five years, the property may be sold for taxes due.

**COUNTY OF MONO**

**Distribution of Pooled Property Tax  
2002-03 through 2021-22**

Fiscal Year	County	Town of Mammoth Lakes	Schools Library and ERAF	Special Districts	Total
2002-03	30.75%	3.74%	40.79%	24.72%	100.00%
2003-04	30.51%	3.89%	40.64%	24.96%	100.00%
2004-05	30.32%	4.00%	40.51%	25.17%	100.00%
2005-06	30.04%	4.17%	42.01%	23.78%	100.00%
2006-07	29.78%	4.29%	41.84%	24.08%	100.00%
2007-08	29.60%	4.43%	40.06%	25.91%	100.00%
2008-09	29.51%	4.50%	40.01%	25.97%	100.00%
2009-10	29.65%	4.46%	40.18%	25.71%	100.00%
2010-11	29.85%	4.37%	40.37%	25.42%	100.00%
2011-12	29.85%	4.36%	42.06%	23.73%	100.00%
2012-13	29.96%	4.30%	40.18%	25.56%	100.00%
2013-14	30.01%	4.29%	42.22%	23.48%	100.00%
2014-15	30.00%	4.30%	40.54%	25.16%	100.00%
2015-16	29.99%	4.30%	42.21%	23.50%	100.00%
2016-17	29.99%	4.30%	42.22%	23.49%	100.00%
2017-18	30.00%	4.30%	42.23%	23.47%	100.00%
2018-19	29.99%	4.31%	42.23%	23.47%	100.00%
2019-20	29.94%	4.35%	42.18%	23.53%	100.00%
2020-21	29.92%	4.37%	42.21%	23.50%	100.00%
2021-22	29.85%	4.43%	42.05%	23.67%	100.00%

Source: Mono County AB8 Calculations.

**COUNTY OF MONO**

**Ten Largest Taxpayers for Fiscal Year Ended June 30, 2022**

Taxpayer	Type of Business	Taxable Assessed Value (\$'000)	Rank	% of Total County Assessed Value
City of Los Angeles	Government	\$ 368,369,854	1	5.38%
Southern California Edison	Utility	142,820,939	2	2.09%
Magma Energy Incorporated	Utility	87,159,334	3	1.27%
Mammoth Main Lodge Redevelopment, LLC	Developer	52,434,178	4	0.77%
IW Mammoth Holdings	Developer	49,127,586	5	0.72%
JPK Mammoth Village Owner	Commercial Facilities	29,165,033	6	0.43%
Mammoth Pacific	Utility	29,386,030	7	0.43%
Ormat	Utility	25,172,279	8	0.37%
Snowcreek Investment Company	Developer	23,177,247	9	0.34%
Beacon Mammoth, Inc.	Developer	15,458,504	10	0.23%
<b>Total</b>		<b>\$ 822,270,984</b>		<b>12.03%</b>

Source: Mono County Property Tax System.

**COUNTY OF MONO**  
**Property Tax Rates**

County Wide Tax Limitation is 1 percent of Full Cash Value of \$1.00 per Hundred Dollars of Full Cash Value per Proposition 13

Distribution:

The tax levy generated by the \$1.00 rate is distributed to various taxing agencies using factors based upon tax collections of the three previous years (Local Agencies) and one year for schools (1977-78).

Voter approved debt service is exempt from the 1 percent limitation.

**COUNTY OF MONO**  
**TAX RATES**  
**2021-22**

<u>TAX AREAS 051-000 THRU 051-013/ 051-019 THRU 051-034</u>	<u>PERCENTAGE</u>
PROP 13 (1% Limit)	1.000000
Eastern Sierra Unified School District (ESUSD) Bonds	0.060000
<b>TOTAL</b>	<b>1.060000</b>
<u>TAX AREAS: 051-014 THRU 051-018</u>	
PROP 13 (1% Limit)	1.000000
Eastern Sierra Unified School District (ESUSD) Bonds	0.060000
<b>TOTAL</b>	<b>1.060000</b>
<u>TAX AREAS: 010-000, 010-002, 010-003,010-004, 010-006, 010-008, 010-011, 010-012</u>	
PROP 13 (1% Limit)	1.000000
Mammoth Campus, Kern Community College SFID Bonds	0.028426
Mammoth Unified School District (MUSD) Bonds	0.060663
Southern Mono Healthcare District Bonds	0.045138
<b>TOTAL</b>	<b>1.134227</b>
<u>TAX AREAS: 010-001,010-005,010-007,010-009,010-010</u>	
PROP 13 (1% Limit)	1.000000
Mammoth Campus, Kern Community College SFID Bonds	0.028426
Mammoth Unified School District (MUSD) Bonds	0.060663
Southern Mono Healthcare District Bonds	0.045138
<b>TOTAL</b>	<b>1.134227</b>
<u>TAX AREAS: 010-013, 059-000, 059-005, 059-007, 059-012</u>	
PROP 13 (1% Limit)	1.000000
Mammoth Unified School District (MUSD) Bonds	0.060663
Southern Mono Healthcare District Bonds	0.045138
<b>TOTAL</b>	<b>1.105801</b>
<u>TAX AREAS: 060-000</u>	
PROP 13 (1% Limit)	1.000000
Round Valley Bond (Determined by Inyo County)	0.022929
Bishop HS Bond (Determined by Inyo County)	0.006001
Southern Mono Healthcare District Bonds	0.045138
<b>TOTAL</b>	<b>1.074068</b>
<u>TAX AREAS: 060-001 THRU 060-006</u>	
PROP 13 (1% Limit)	1.000000
Round Valley Bond (Determined by Inyo County)	0.022929
Bishop HS Bond (Determined by Inyo County)	0.006001
<b>TOTAL</b>	<b>1.028930</b>
<u>Unitary Tax Rate</u>	
Unitary 1% Ad Valorem	1.000000
Unitary Debt Service Rate	0.585429
<b>TOTAL</b>	<b>1.585429</b>

**COUNTY OF MONO**

**Transient Occupancy Tax (TOT) Receipts  
2012-13 through 2021-22**

<u>Fiscal Year Ended June 30</u>	<u>TOT Receipts</u>	<u>Growth Rate (%)</u>
2013	\$ 2,416,503	-2.26%
2014	2,590,571	7.20%
2015	2,741,890	5.84%
2016	3,025,975	10.36%
2017	3,321,117	9.75%
2018	3,560,345	7.20%
2019	3,522,445	-1.06%
2020	3,125,234	-11.28%
2021	3,758,613	20.27%
2022	3,936,577	4.73%

Source: Mono County Transient Occupancy Tax Statistics.



**COUNTY OF MONO**

**Miscellaneous Statistical Information**

**June 30, 2022**

<b>County Date of Formation:</b>	April 21, 1861	
<b>Form of Government:</b>	General Law County under California Constitution 1849	
<b>Area:</b>	3,049 Square Miles	
<b>County Road Mileage:</b>	684.42	
<b>Fire Protection:</b>	No county-wide fire district, each community has its own special fire protection district	
<b>Public Protection:</b>	Sworn Sheriff/Jail Personnel	44
	Non-Sworn Sheriff/Jail Personnel	5
	Number of Stations	3
	Number of Employees	<b>49</b>
	Percentage of Public Protection Personnel	15.86%
<b>Countywide Employees</b>	Total of Full-time & Part-time	<b>309</b>
	<i>(Includes Public Protection Employees)</i>	
	<i>(Does not include Court Employees)</i>	
	<b><u>June 7, 2022 Statewide Direct Primary</u></b>	
<b>Elections:</b>	Number of Registered Voters	7,896
	Number of Votes Cast Last General Election	3,317
	Percentage of Registered Voters Voting	42.01%
	<b><u>November 8, 2022 General Election</u></b>	
	Number of Registered Voters	7,712
	Number of Votes Cast Last General Election	4,633
	Percentage of Registered Voters Voting	60.08%

continued

COUNTY OF MONO

Miscellaneous Statistical Information (continued)

June 30, 2021

Population:	<u>FY Year</u>	<u>County</u>	<u>Incorporated</u>	<u>Total</u>
(Bodie Only)	1879	8,000		8,000
	1910	2,042		2,042
	1920	960		960
	1930	1,360		1,360
	1940	2,299		2,299
	1950	2,115		2,115
	1960	2,213		2,213
	1970	4,016		4,016
	1980	8,577		8,577
	1990		***	10,350
	2000		***	10,293
<i>Department of Finance as of 1/1/***</i>	2001		***	12,799
	2002		***	13,250
	2003		***	13,350
	2004	5,946	7,617	13,563
	2005	5,982	7,667	13,649
	2006	5,880	7,717	13,597
	2007	6,346	7,413	13,759
	2008	6,214	7,413	13,627
	2009	6,318	7,299	13,617
	2010	5,819	8,209	14,028
	2011	5,890	8,286	14,176
	2012	5,819	8,209	14,028
	2013	6,186	8,307	14,493
	2014	6,045	8,098	14,143
	2015	6,285	8,410	14,695
	2016	5,697	8,024	13,721
	2017	5,711	8,002	13,713
	2018	5,506	8,316	13,822
	2019	5,612	8,004	13,616
	2020	5,605	7,859	13,464
	2021	5,468	7,827	13,295
	2022	6,014	7,365	13,379

\*\*\* No Data Kept for these years

**COUNTY OF MONO  
STATE OF CALIFORNIA  
SINGLE AUDIT REPORT  
FOR THE YEAR ENDED  
JUNE 30, 2022**

COUNTY OF MONO  
STATE OF CALIFORNIA

SINGLE AUDIT REPORT  
JUNE 30, 2022

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INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER  
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS  
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN  
ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Supervisors  
County of Mono  
Bridgeport, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the County of Mono, California (the County), as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the County's basic financial statements, and have issued our report thereon dated March 15, 2023.

**Report on Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the County's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control. Accordingly, we do not express an opinion on the effectiveness of the County's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the County's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

**Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the County's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

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## **Purpose of This Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the County's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the County's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Price Pange & Company*

Clovis, California  
March 15, 2023



INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM  
AND ON INTERNAL CONTROL OVER COMPLIANCE, SCHEDULE OF EXPENDITURES OF  
FEDERAL AWARDS REQUIRED BY THE UNIFORM GUIDANCE, SUPPLEMENTAL SCHEDULE  
OF THE CALIFORNIA OFFICE OF EMERGENCY SERVICES (CALOES) AND THE DEPARTMENT  
OF CORRECTIONS AND REHABILITATION GRANTS EXPENDITURES, AND SUPPLEMENTAL  
SCHEDULE OF THE CALIFORNIA OFFICE OF EMERGENCY SERVICES (CALOES)  
AND THE BOARD OF STATE AND COMMUNITY CORRECTIONS GRANTS EXPENDITURES

To the Board of Supervisors  
County of Mono  
Bridgeport, California

**Report on Compliance for Each Major Federal Program**

***Opinion on Each Major Federal Program***

We have audited the County of Mono, California's (the County) compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of the County's major federal programs for the year ended June 30, 2022. The County's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the County complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2022.

***Basis for Opinion on Each Major Federal Program***

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the County and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the County's compliance with the compliance requirements referred to above.

***Responsibilities of Management for Compliance***

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the County's federal programs.

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## ***Auditor's Responsibilities for the Audit of Compliance***

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the County's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the County's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the County's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the County's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

### **Report on Internal Control over Compliance**

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.



**Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance and Supplemental Schedules**

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the County, as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise County's basic financial statements. We issued our report thereon dated March 15, 2023, which contained unmodified opinions on those financial statements. Our audit was performed for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. The accompanying Supplemental Schedule of the California Office of Emergency Services (CalOES) and the Department of Corrections and Rehabilitation Grants Expenditures, and the Supplemental Schedule of the California Office of Emergency Services (CalOES) and the Board of State and Community Corrections Grants Expenditures are presented for purposes of additional analysis as required by CalOES and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards, the Supplemental Schedule of the California Office of Emergency Services (CalOES) and the Department of Corrections and Rehabilitation Grants Expenditures, and the Supplemental Schedule of California Office of Emergency Services (CalOES) and the Board of State and Community Corrections Grants Expenditures are fairly stated in all material respects in relation to the basic financial statements as a whole.

*Price Pange & Company*

Clovis, California  
March 15, 2023

**COUNTY OF MONO  
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
FOR THE YEAR ENDED JUNE 30, 2022**

Federal Grantor/Pass-Through Grantor/Program Title	Federal ALN Number	Pass-Through Grantor's Number	Passed Through to Subrecipients	Total Federal Disbursements Expenditures
<b>U.S. Department of Agriculture</b>				
Passed through USDA Forest Service:				
2021 USDA Forest Service	10.304	21-LE-11041700-003	\$ -	\$ 11,118
2021 USDA Forest Service	10.304	21-LE-11051360-056	-	10,320
Subtotal ALN 14.228			-	21,438
Passed through State Department of Public Health:				
WIC - Women, Infants, and Children (WIC)	10.557	--	-	230,449
Passed through State Department of Social Services:				
SNAP Cluster:				
State Administrative Matching Grants for the Supplemental Nutrition Assistance Program (SNAP)	10.561	--	-	483,957
Total - SNAP cluster			-	483,957
Passed through State Controller's Office:				
Forest Service Schools and Roads Cluster:				
Schools and Roads - Grants to States	10.665	PL 114-10	-	355,576
Total - Forest Service Schools and Roads Cluster			-	355,576
<b>Total U.S. Department of Agriculture</b>				
			-	1,091,420
<b>U.S. Department of Housing and Urban Development</b>				
Passed through State Department of Housing and Community Development:				
Community Development Block Grant/State's Program and Non-Entitlement Grants in Hawaii	14.228	05-STBG-1384	-	483,363
Community Development Block Grant/State's Program and Non-Entitlement Grants in Hawaii	14.228	10-STBG-6730	-	160,000
Community Development Block Grant/State's Program and Non-Entitlement Grants in Hawaii	14.228	20-CDBG-CV2-3-00114	-	225,000
Community Development Block Grant/State's Program and Non-Entitlement Grants in Hawaii	14.228	20-CDBG-12071	145,646	148,801
Subtotal ALN 14.228			145,646	1,017,164
HOME Investment Partnership Program				
HOME Investment Partnership Program	14.239	13-HOME-8996	-	551,375
HOME Investment Partnership Program	14.239	06-HOME-2359	-	243,052
HOME Investment Partnership Program	14.239	09-HOME-6259	-	92,900
Subtotal ALN 14.239			-	887,327
<b>Total U.S. Dept. of Housing and Urban Development</b>				
			145,646	1,904,491
<b>U.S. Department of the Interior</b>				
Passed through the Bureau of Land Management:				
Sagegrouse Cooperative Agreement	15.231	L19AC00319	-	28,539
<b>Total U.S. Department of the Interior</b>				
			-	28,539
<b>U.S. Department of Justice</b>				
Direct Program:				
Adult Drug Court Discretionary Grant Program-BJA	16.585	2018-DC-BX-0014	-	25,513
Subtotal			-	25,513
Passed through State Office of Emergency Services:				
Victim Witness Assistance Program	16.575	VW 20 30 0260	-	91,290
Victim Witness Assistance Program	16.575	VW 21 31 0260	-	153,850
Subtotal ALN 16.575			-	245,140
<b>Total U.S. Department of Justice</b>				
			-	270,653
<b>U.S. Department of Labor</b>				
Passed through Employment Development Department via Kern County ETR:				
WIOA Cluster				
Workforce Investment Act - Adult	17.258	--	-	14,023
Workforce Investment Act - Youth	17.259	--	-	15,874
Workforce Investment Act - Dislocated Worker	17.278	--	-	21,448
Total - WIOA Cluster			-	51,345
<b>Total U.S. Department of Labor</b>				
			-	51,345
<b>U.S. Department of the Treasury</b>				
Direct Program:				
COVID-19 Coronavirus State and Local Fiscal Recovery Funds	21.027	--	-	2,805,578
<b>Total U.S. Department of the Treasury</b>				
			-	2,805,578

See Notes to the Schedule of Expenditures of Federal Awards.

**COUNTY OF MONO**  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
**FOR THE YEAR ENDED JUNE 30, 2022**  
(Continued)

<u>Federal Grantor/Pass-Through Grantor/Program Title</u>	<u>Federal ALN Number</u>	<u>Pass-Through Grantor's Number</u>	<u>Passed Through to Subrecipients</u>	<u>Total Federal Disbursements Expenditures</u>
<b>U.S. Department of Health and Human Services</b>				
Passed through California Department of Aging Via Inyo County:				
Aging cluster:				
Aging Title III Part B	93.044	--	-	9,112
Aging Title III Part C	93.045	--	-	37,305
Nutrition Services Incentive Program	93.053	--	-	7,600
Total - Aging Cluster			-	<u>54,017</u>
Passed through State Department of Social Services:				
Family Preservation and Support Services	93.556	--	-	17,263
Temporary Assistance for Needy Families	93.558	--	-	450,682
Child Welfare Services – State Grants	93.645	--	-	9,723
Foster Care – Title IV-E	93.658	--	-	656,174
Adoption Assistance	93.659	--	-	115,735
In-Home Supportive Services	93.667	--	-	69,749
Independent Living	93.674	--	-	4,399
Subtotal			-	<u>1,323,725</u>
Passed through State Department of Health Services:				
Public Health Emergency Preparedness	93.074/93.069	--	-	123,357
Immunization Cooperative Agreements - Pandemic Flu	93.268	--	-	39,962
Immunization Cooperative Agreements - Immunization	93.268	--	-	593,512
Subtotal ALN 93.268			-	<u>633,474</u>
Public health emergency response: cooperative agreement for emergency response: public health crisis response	93.354	--	-	34,788
COVID-19 Epidemiology and Laboratory Capacity for Infectious Diseases (ELC) - Enhancing Detection	93.323	--	-	570,229
COVID-19 ELC Epidemiology and Laboratory Capacity for Infectious Diseases (ELC) - Enhancing Detection Expansion	93.323	--	-	316,198
Subtotal ALN 93.323			-	<u>886,427</u>
Activities to support state, tribal, local, and territorial (STLT) health department response to public health or healthcare crises	93.391	--	-	2,732
Maternal and Child Health Services	93.994	--	-	22,818
Children's Health Insurance Program	93.767	--	-	120,789
Health Care Program for Children in Foster Care	93.767	--	-	8,285
Children's Health and Disability Prevention	93.767	--	-	1,186
Subtotal ALN 93.767			-	<u>130,260</u>
Medicaid cluster:				
Medical Assistance Program	93.778	--	-	296,921
Total - Medicaid Cluster			-	<u>296,921</u>
Hospital Preparedness Program (HPP)	93.074/93.889	--	-	95,949
HIV/AIDS Surveillance	93.917	--	-	1,046
Passed through State Department of Health Care Services:				
Block Grants for Prevention and Treatment of Substance Abuse (SAPT)	93.959	--	-	422,157
COVID-19 Block Grants for Prevention and Treatment of Substance Abuse (SAPT) SABG Supplemental Coronavirus Response and Relief Supplemental Appropriations Act	93.959	--	-	118,982
COVID-19 Block Grants for Prevention and Treatment of Substance Abuse (SAPT) SABG Supplemental American Rescue Plan Act	93.959	--	-	18,409
Subtotal ALN 93.959			-	<u>559,548</u>
<b>Total U.S. Department of Health and Human Services</b>			-	<u>4,165,062</u>
<b>U.S. Department of Homeland Security</b>				
Passed through State Office of Emergency Services:				
COVID-19 EOC Disaster Grants - Public Assistance (Presidentially Declared Disasters)	97.036	--	-	277,265
2020 Emergency Management Performance Grant (EMPG)	97.042	--	-	120,860
2021 State Homeland Security Grant	97.067	--	-	49,674
<b>Total U.S. Department of Homeland Security</b>			-	<u>447,799</u>
<b>Total Expenditures of Federal Awards</b>			<b>\$ 145,646</b>	<b>\$ 10,764,887</b>

See Notes to the Schedule of Expenditures of Federal Awards.

**COUNTY OF MONO**  
**NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
**FOR THE YEAR ENDED JUNE 30, 2022**

**NOTE 1 – REPORTING ENTITY**

The accompanying Schedule of Expenditures of Federal Awards presents the activity of all federal awards programs of the County of Mono. The County of Mono, California (the “County”) reporting entity is defined in Note 1 to the County’s basic financial statements. All federal awards received directly from federal agencies as well as federal awards passed through other government agencies are included in the schedule. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the schedule presents only a selected portion of the operations of the County, it is not intended to and does not present the financial position, changes in net position or cash flows of the County.

**NOTE 2 – BASIS OF ACCOUNTING**

The accompanying Schedule of Expenditures of Federal Awards is prepared using the modified accrual basis of accounting for program expenditures accounted for in governmental funds and the accrual basis of accounting for expenditures accounted for in proprietary funds, as described in Note 1 of the County’s basic financial statements.

**NOTE 3 – RELATIONSHIP TO BASIC FINANCIAL STATEMENTS**

The amounts reported in the accompanying Schedule of Expenditures of Federal Awards agree, in all material respects, to amounts reported within the County’s financial statements. Federal award revenues are reported principally in the County’s financial statements as intergovernmental revenues in the General and Special Revenue funds.

**NOTE 4 – RELATIONSHIP TO FEDERAL FINANCIAL REPORTS**

The amounts reported in the accompanying Schedule of Expenditures of Federal Awards agree, in all material respects, with the amounts reported in the related federal financial assistance reports.

**NOTE 5 – INDIRECT COST RATE**

The County of Mono did not elect to use the 10 percent *de minimis* indirect cost rate as described in 2 CFR §200.414. Uniform Guidance, §200.510(6), requires the County of Mono to disclose whether or not it elected to use the 10 percent *de minimis* cost rate that §200.414(f) allows for nonfederal entities that have never received a negotiated indirect cost rate.

**NOTE 6 – PASS-THROUGH ENTITIES’ IDENTIFYING NUMBER**

When federal awards were received from a pass-through entity; the Schedule of Expenditures of Federal Awards shows, if available, the identifying number assigned by the pass-through entity. When the County determined that no identifying number is assigned for the program or the County was unable to obtain an identifying number from the pass-through entity, the County has indicated “-” as the pass-through identifying number.

**COUNTY OF MONO**  
**NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
**FOR THE YEAR ENDED JUNE 30, 2022**

**NOTE 7 – DEPARTMENT OF AGING FEDERAL/STATE SHARE**

The California Department of Aging (CDA) requires agencies who receive CDA funding to display state-funded expenditures discretely along with federal expenditures. The County expended the following state and federal amounts under these grants:

<u>ALN</u>	<u>Federal Expenditures</u>	<u>State Expenditures</u>
93.044	\$ 9,112	\$ -
93.045	37,305	125,268
93.053	<u>7,600</u>	<u>-</u>
	<u>\$ 54,017</u>	<u>\$ 125,268</u>

**NOTE 8 – LOANS WITH CONTINUING COMPLIANCE REQUIREMENTS**

The programs listed below had federally funded loans outstanding as of July 1, 2021 and June 30, 2022:

<u>ALN</u>	<u>Program Title</u>	<u>Amount Outstanding</u>	
		<u>July 1, 2021</u>	<u>June 30, 2022</u>
14.228	Community Development Block Grant/State's Program and Non-Entitlement Grants in Hawaii	\$ 643,363	\$ 643,363
14.239	HOME Investment Partnership Program	<u>887,327</u>	<u>887,327</u>
	Total Amount Outstanding	<u>\$ 1,530,690</u>	<u>\$ 1,530,690</u>

**COUNTY OF MONO  
SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
FOR THE YEAR ENDED JUNE 30, 2022**

**SECTION I – SUMMARY OF AUDITOR’S RESULTS**

**Financial Statements**

Type of auditor's report issued: Unmodified

Internal control over financial reporting:  
 Material weaknesses identified? \_\_\_\_\_ Yes  X  No  
 Significant deficiencies identified that  
 are not considered to be material weaknesses? \_\_\_\_\_ Yes  X  None reported

Noncompliance material to financial statements noted? \_\_\_\_\_ Yes  X  No

**Federal Awards**

Internal control over major programs:  
 Material weaknesses identified? \_\_\_\_\_ Yes  X  No  
 Significant deficiencies identified that  
 are not considered to be material weaknesses? \_\_\_\_\_ Yes  X  None reported

Type of auditor's report issued on compliance  
 for major programs: Unmodified

Any audit findings disclosed that are required  
 to be reported in accordance with 2CFR  
 section 200.516(a)? \_\_\_\_\_ Yes  X  No

**Identification of Major Programs:**

<u>Assistance Listing Number</u>	<u>Name of Federal Program or Cluster</u>
21.027	Coronavirus State and Local Fiscal Recovery Funds

Dollar threshold used to distinguish between Type A  
 and Type B programs: \$750,000

Auditee qualified as low-risk auditee?  X  Yes \_\_\_\_\_ No

**COUNTY OF MONO  
SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
FOR THE YEAR ENDED JUNE 30, 2022**

**SECTION II – FINANCIAL STATEMENT FINDINGS**

None reported.

**SECTION III – FEDERAL AWARD FINDINGS AND QUESTIONED COSTS**

None reported.

**COUNTY OF MONO  
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS  
FOR THE YEAR ENDED JUNE 30, 2022**

**FINANCIAL STATEMENT FINDINGS**

None reported.

**FEDERAL AWARD FINDINGS AND QUESTIONED COSTS**

None reported.



**COUNTY OF MONO**  
**SUPPLEMENTAL SCHEDULE OF THE CALIFORNIA OFFICE OF EMERGENCY SERVICES (CALOES)**  
**AND THE DEPARTMENT OF CORRECTIONS AND REHABILITATION GRANTS EXPENDITURES**  
**FOR THE YEAR ENDED JUNE 30, 2022**

Program	Expenditures Claimed			Share of Expenditures Current Year		
	For the Period Through June 30, 2021	For the Year Ended June 30, 2022	Cumulative As of June 30, 2022	Federal Share	State Share	County Share
<b>2018 HSGP</b>						
Personnel services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating expenses	-	-	-	-	-	-
Equipment	2,247	-	2,247	-	-	-
Totals	<u>\$ 2,247</u>	<u>\$ -</u>	<u>\$ 2,247</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>2019 HSGP</b>						
Personnel services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating expenses	-	-	-	-	-	-
Equipment	89,221	-	89,221	-	-	-
Totals	<u>\$ 89,221</u>	<u>\$ -</u>	<u>\$ 89,221</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>2021 HSGP</b>						
Personnel services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating expenses	-	-	-	-	-	-
Equipment	-	49,674	49,674	49,674	-	-
Totals	<u>\$ -</u>	<u>\$ 49,674</u>	<u>\$ 49,674</u>	<u>\$ 49,674</u>	<u>\$ -</u>	<u>\$ -</u>
<b>2019 EMPG</b>						
Personnel services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating expenses	-	-	-	-	-	-
Equipment	255,580	-	255,580	-	-	-
Totals	<u>\$ 255,580</u>	<u>\$ -</u>	<u>\$ 255,580</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>2020 EMPGS</b>						
Personnel services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating expenses	-	-	-	-	-	-
Equipment	132,496	-	132,496	-	-	-
Totals	<u>\$ 132,496</u>	<u>\$ -</u>	<u>\$ 132,496</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>2020 EMPG</b>						
Personnel services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating expenses	-	-	-	-	-	-
Equipment	-	120,860	120,860	120,860	-	-
Totals	<u>\$ -</u>	<u>\$ 120,860</u>	<u>\$ 120,860</u>	<u>\$ 120,860</u>	<u>\$ -</u>	<u>\$ -</u>
<b>FEMA PA 4482DR-CA</b>						
Personnel services	\$ 277,802	\$ 171,204	\$ 449,006	\$ 171,204	\$ -	\$ -
Operating expenses	203,991	106,061	310,052	106,061	-	-
Equipment	-	-	-	-	-	-
Totals	<u>\$ 481,793</u>	<u>\$ 277,265</u>	<u>\$ 759,058</u>	<u>\$ 277,265</u>	<u>\$ -</u>	<u>\$ -</u>

**COUNTY OF MONO**  
**SUPPLEMENTAL SCHEDULE OF THE CALIFORNIA OFFICE OF EMERGENCY SERVICES (CALOES)**  
**AND THE BOARD OF STATE AND COMMUNITY CORRECTIONS GRANTS EXPENDITURES**  
**FOR THE YEAR ENDED JUNE 30, 2022**

Program	Expenditures Claimed			Share of Expenditures Current Year		
	For the Period Through June 30, 2021	For the Year Ended June 30, 2022	Cumulative As of June 30, 2022	Federal Share	State Share	County Share
<b>Victim/Witness Assistance VW19-29-0260</b>						
Personnel services	\$ 52,436	\$ -	\$ 52,436	\$ -	\$ -	\$ -
Operating expenses	44,867	-	44,867	-	-	-
Equipment	2,783	-	2,783	-	-	-
Totals	<u>\$ 100,086</u>	<u>\$ -</u>	<u>\$ 100,086</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Victim/Witness Assistance VW20-30-0260</b>						
Personnel services	\$ 155,995	\$ 43,869	\$ 199,864	\$ 43,869	\$ -	\$ -
Operating expenses	8,177	58,676	66,853	47,421	11,255	-
Equipment	-	-	-	-	-	-
Totals	<u>\$ 164,172</u>	<u>\$ 102,545</u>	<u>\$ 266,717</u>	<u>\$ 91,290</u>	<u>\$ 11,255</u>	<u>\$ -</u>
<b>Victim/Witness Assistance VW21-31-0260</b>						
Personnel services	\$ -	\$ 157,142	\$ 157,142	\$ 150,279	\$ 6,863	\$ -
Operating expenses	-	25,468	25,468	3,571	21,897	-
Equipment	-	-	-	-	-	-
Totals	<u>\$ -</u>	<u>\$ 182,610</u>	<u>\$ 182,610</u>	<u>\$ 153,850</u>	<u>\$ 28,760</u>	<u>\$ -</u>
<b>JJCPA</b>						
Personnel services	\$ 32,652	\$ 32,652	\$ 65,304	\$ -	\$ 32,652	\$ -
Operating expenses	70	6,013	6,083	-	6,013	-
Equipment	-	-	-	-	-	-
Totals	<u>\$ 32,722</u>	<u>\$ 38,665</u>	<u>\$ 71,387</u>	<u>\$ -</u>	<u>\$ 38,665</u>	<u>\$ -</u>
<b>YOBG</b>						
Personnel services	\$ 32,500	\$ 32,500	\$ 65,000	\$ -	\$ 32,500	\$ -
Operating expenses	2,570	53,990	56,560	-	53,990	-
Equipment	-	24,455	24,455	-	24,455	-
Totals	<u>\$ 35,070</u>	<u>\$ 110,945</u>	<u>\$ 146,015</u>	<u>\$ -</u>	<u>\$ 110,945</u>	<u>\$ -</u>



March 15, 2023

To the Board of Supervisors  
of the County of Mono  
Bridgeport, California

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the County of Mono, California (the County) for the year ended June 30, 2022. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, *Government Auditing Standards* and the Uniform Guidance, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our engagement letter. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Matters

*Qualitative Aspects of Accounting Practices*

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the County are described in Note 1 to the financial statements. As described in Note 1 to the financial statements, the County changed accounting policies related to leases by adopting Statement of Governmental Accounting Standards (GASB Statement) No. 87, Leases, in fiscal year 2022. We noted no transactions entered into by the County during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the County's financial statements were:

- Management's estimate of the depreciation expense is based on the useful lives of the capital assets. We evaluated the key factors and assumptions used to develop the depreciation expense in determining that it is reasonable in relation to the financial statements taken as a whole.
- Closure/Post-Closure Liability – Management's estimate of the closure and post-closure care costs/liability is based on various factors including:
  - Landfill total estimated capacity
  - Cumulative capacity used
  - Estimated costs to close, adjusted annually for inflation

We evaluated the key factors and assumptions used to develop the closure and post-closure care costs/liability in determining that it is reasonable in relation to the financial statements taken as a whole.

- Management's estimate of the net pension liability and related deferrals is based on actuarial valuations which include significant assumptions regarding discount rate, inflation, payroll growth, projected salary increases and investment rate of return. We evaluated the key factors and assumptions used to develop the liability and related deferrals in determining that it is reasonable in relation to the financial statements taken as a whole.
- Management's estimate of the net other postemployment benefit liability and related deferrals is determined using terms of various health care plans offered, together with relevant actuarial assumptions and health care cost trend rates, projected annual rates and discount rate. We evaluated the key factors and assumptions used to develop the other post-retirement benefit obligation in determining that it is reasonable in relation to the financial statements taken as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the financial statements were:

- The disclosure of the pension plan in Note 7 to the financial statements provides detailed information on the pension plan including a description of the plan, benefits provided, contributions, calculations of the net pension liability and related deferrals, actuarial assumptions and discount rate used to measure the liability.
- The disclosure of the other postemployment benefit plan in Note 8 to the financial statements provides detailed information on the postemployment benefit plan including a description of the plan, benefits provided, contributions, calculations of the net other postemployment benefit liability and related deferrals, actuarial assumptions and discount rate used to measure the liability.

The financial statement disclosures are neutral, consistent, and clear.

#### *Difficulties Encountered in Performing the Audit*

We encountered no significant difficulties in dealing with management in performing and completing our audit.

#### *Corrected and Uncorrected Misstatements*

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. The attached schedule summarizes uncorrected misstatements of the financial statements. Management has determined that their effects are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. The uncorrected misstatements or the matters underlying them could potentially cause future period financial statements to be materially misstated, even though, in our judgment, such uncorrected misstatements are immaterial to the financial statements under audit. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

#### *Disagreements with Management*

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

#### *Management Representations*

We have requested certain representations from management that are included in the management representation letter.

#### *Management Consultations with Other Independent Accountants*

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the County's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

### *Other Audit Findings or Issues*

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the County's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

In our audit engagement letter previously provided to you, we communicated the following significant risks of material misstatement (significant risks) as part of our audit planning:

- Management override of controls
- Improper revenue recognition due to fraud
- GASB 87 implementation
- Net pension liability calculation
- OPEB liability calculation
- Closure/post-closure liability calculation
- Improper allocation of costs associated to the cost allocation plan

These risks were addressed within our audit procedures and we have no findings to report related to these risks.

### Other Matters

We applied certain limited procedures to the required supplementary information, as listed within the table of contents of the financial statements, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on Combining and Individual Fund Financial Statements, (supplementary information) which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on introductory section nor statistical section, which accompany the financial statements but are not RSI. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

### Restriction on Use

This information is intended solely for the information and use of the Board of Supervisors and management of the County and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

*Price Pange & Company*

Client: COUNTY OF MONO  
 Workpaper: Attachment: Uncorrected Audit Differences

Account / Opinion Unit	Description	Workpaper Reference	Debit	Credit
<b>PJE01</b>				
<b>To account for Fair Value adjustment in the current year</b>		<b>O101</b>		
<b>General Fund</b>	Cash and investments			412,433
	Unrestricted investment earnings		412,433	
<b>Road Fund</b>	Cash and investments			77,884
	Unrestricted investment earnings		77,884	
<b>Realignment Fund</b>	Cash and investments			228,574
	Unrestricted investment earnings		228,574	
<b>Mental Health Services Act</b>	Cash and investments			149,333
	Unrestricted investment earnings		149,333	
<b>Other Governmental Funds</b>	Cash and investments			424,989
	Unrestricted investment earnings		424,989	
<b>Solid Waste Fund</b>	Cash and investments			43,077
	Restricted cash in Treasury			102,081
	Unrestricted investment earnings		145,158	
<b>Nonmajor Enterprise Funds</b>	Cash and investments			4,566
	Unrestricted investment earnings		4,566	
<b>Internal Service Funds</b>	Cash and investments			57,161
	Unrestricted investment earnings		57,161	
<b>Custodial - Ext Invst Pool</b>	Cash and investments			1,692,085
	Investment income		1,692,085	
<b>Custodial - Other</b>	Cash and investments			471,355
	Investment income		471,355	
<b>Total</b>			<b><u>3,663,538</u></b>	<b><u>3,663,538</u></b>

# Annual Outside Audit for Fiscal Year 2021-22

Annual Comprehensive Financial Report (ACFR)

Single Audit Report

Required Communication from Audit Firm

## Financial audit of County's balance sheet and transactions

- Purpose: reasonable assurance about assertions → complete, existence, cutoff
- Understanding of internal controls
- Test internal controls
- Test balances
- Test transactions

## Compliance audit of County's expenditures paid for with federal funds

- Major programs
- Test internal controls over compliance
- Test compliance



# Audit Results – Financial Audit

---

- Clean with no findings
  - “In our opinion, the financial statements...present fairly, in all material respects...”
  - Corrected audit adjustments – one
  - Uncorrected Audit Difference – one
  - No significant deficiencies or material weaknesses in internal controls
  - No management findings or comments



PRICE PAIGE & COMPANY  
Certified Public Accountants

The Place to Be

## INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors  
of the County of Mono  
Bridgeport, California

### Report on the Audit of the Financial Statements

#### *Opinions*

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the County of Mono, California (the County) as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the County's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the County, as of June 30, 2022, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

# Audit Results - Compliance Audit

---

- Clean with no findings
  - “In our opinion, the County complied, in all material respects...”
  - No significant deficiencies or material weaknesses in internal controls
  - No questioned costs



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Certified Public Accountants

The Place to Be

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE, SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS REQUIRED BY THE UNIFORM GUIDANCE, SUPPLEMENTAL SCHEDULE OF THE CALIFORNIA OFFICE OF EMERGENCY SERVICES (CALOES) AND THE DEPARTMENT OF CORRECTIONS AND REHABILITATION GRANTS EXPENDITURES, AND SUPPLEMENTAL SCHEDULE OF THE CALIFORNIA OFFICE OF EMERGENCY SERVICES (CALOES) AND THE BOARD OF STATE AND COMMUNITY CORRECTIONS GRANTS EXPENDITURES

To the Board of Supervisors  
County of Mono  
Bridgeport, California

#### Report on Compliance for Each Major Federal Program

##### *Opinion on Each Major Federal Program*

We have audited the County of Mono, California's (the County) compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of the County's major federal programs for the year ended June 30, 2022. The County's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the County complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2022.

# Annual Comprehensive Financial Report

- Prepared by Finance Staff
- Contents
  - Introductory Section
  - Financial Section
    - Management's Discussion and Analysis
    - Government-Wide Financial Statements
    - Major Fund Statements
    - Disclosures
    - Schedules covering pensions, OPEB, and Budgets
    - Combining fund statements
  - Statistical Section

# Condensed Statement of Net Position

	<b>2022</b>	<b>2021</b>	<b>\$\$ CHANGE</b>	<b>% CHANGE</b>
Cash, Investments, Receivables, Prepaids	\$ 93,466,246	\$ 78,345,608	\$ 15,120,638	19.30%
Capital Assets	67,148,169	66,237,197	910,972	1.38%
Deferred Outflows (Pension, OPEB)	15,827,366	16,466,403	(639,037)	-3.88%
<b><i>TOTAL ASSETS AND DEFERRED</i></b>				
<b><i>OUTFLOWS</i></b>	<b>\$ 176,441,781</b>	<b>\$ 161,049,208</b>	<b>\$ 15,392,573</b>	<b>9.56%</b>
Accounts and Salary/Benefit Payables	\$ 8,631,596	\$ 9,185,391	\$ (553,795)	-6.03%
Long-term Liabilities	91,238,311	111,800,218	20,561,907	18.39%
Deferred Inflows (Pension, OPEB)	27,427,608	5,910,484	(21,517,124)	-364.05%
<b><i>TOTAL LIABILITIES AND DEFERRED</i></b>				
<b><i>INFLOWS</i></b>	<b>\$ 127,297,515</b>	<b>\$ 126,896,093</b>	<b>\$ (1,509,012)</b>	<b>-1.19%</b>
Net investment in capital assets, net of debt	\$ 44,530,199	\$ 44,283,731	\$ 246,468	0.56%
Restricted	44,213,622	37,283,320	6,930,302	18.59%
Unrestricted	(39,599,555)	(47,413,936)	7,814,381	-16.48%
<b><i>TOTAL NET POSITION</i></b>	<b>\$ 49,144,266</b>	<b>\$ 34,153,115</b>	<b>\$ 14,991,151</b>	<b>43.89%</b>

# Condensed Statement of Activities

	<b>2022</b>	<b>2021</b>	<b>\$\$ CHANGE</b>	<b>% CHANGE</b>
Grants, Fees, Fines, and Charges for Services	\$ 45,212,864	\$ 43,167,000	\$ 2,045,864	4.74%
Taxes	31,655,063	29,564,720	2,090,343	7.07%
Interest Earnings	931,266	849,612	81,654	9.61%
<b>TOTAL REVENUES</b>	<b>77,799,193</b>	<b>73,581,332</b>	<b>4,217,861</b>	<b>5.73%</b>
General government	12,092,103	11,875,659	216,444	1.82%
Public Protection	20,288,006	21,697,951	(1,409,945)	-6.50%
Public Ways and Facilities	5,288,478	4,929,184	359,294	7.29%
Health and Sanitation	12,856,366	12,461,818	394,548	3.17%
Public Assistance	6,187,790	5,731,948	455,842	7.95%
Educaiton and Recreation	373,623	363,912	9,711	2.67%
Interest	876,109	880,331	(4,222)	-0.48%
Enterprise Activities	3,216,557	4,714,676	(1,498,119)	-31.78%
<b>TOTAL EXPENSES</b>	<b>61,179,032</b>	<b>62,655,479</b>	<b>(1,476,447)</b>	<b>-2.36%</b>
<b>CHANGE IN NET POSITION</b>	<b>\$ 16,620,161</b>	<b>\$ 10,925,853</b>	<b>\$ 5,694,308</b>	<b>52.12%</b>

# Capital Assets

---

	2022	2021	\$\$ CHANGE	% CHANGE
Land	\$ 7,132,626	\$ 7,122,040	\$ 10,586	0.15%
Construction in Progress	5,243,539	4,010,219	1,233,320	30.75%
Infrastructure	100,780,486	99,457,905	1,322,581	1.33%
Structures and Improvements	49,545,438	49,336,099	209,339	0.42%
Equipment	24,324,578	23,314,271	1,010,307	4.33%
Intangibles	1,537,850	1,548,436	(10,586)	-0.68%
Accumulated Depreciation	(121,416,348)	(118,325,171)	(3,091,177)	2.61%
<b><i>NET CAPITAL ASSETS</i></b>	<b>\$ 67,148,169</b>	<b>\$ 66,463,799</b>	<b>\$ 684,370</b>	<b>1.03%</b>

# Construction in Process

	<b>Beginning CIP</b>	<b>Additions</b>	<b>Placed in Service</b>	<b>Other</b>	<b>Ending CIP</b>
Roads and Bridges	\$ 2,747,120	\$ 1,567,090	\$ (1,322,581)	\$ (15,971)	\$ 2,975,658
Jail Replacement	338,698	853,035			1,191,733
Civic Center	463,283	192,519	(78,468)	(3,822)	573,512
Annex II	-	38,700	-	-	38,700
Social Services Bldg (repurpose for elections)	-	90,221			90,221
Walker Wellness Center	1,134	28,787	(29,921)	-	-
Emergency Communications System	-	14,619	-	(43)	14,576
Motor Pool	347,245	489,548	(699,424)	-	137,369
Other Miscellaneous Projects	112,739	119,957	-	(10,926)	221,770
	<u>\$ 4,010,219</u>	<u>\$ 3,394,476</u>	<u>\$ (2,130,394)</u>	<u>\$ (30,762)</u>	<u>\$ 5,243,539</u>

# Long-term Liabilities

	<b>2022</b>	<b>2021</b>	<b>\$\$ CHANGE</b>	<b>% CHANGE</b>
Pension Obligation Bonds	\$ 163,200	\$ 314,300	\$ (151,100)	-48.08%
Certificates of Participation	28,760,537	22,868,174	5,892,363	25.77%
Capital Leases	304,878	240,188	64,690	26.93%
Compensated Absences	3,492,250	3,374,817	117,433	3.48%
Net Pension	38,611,746	60,046,545	(21,434,799)	-35.70%
Net OPEB	2,272,335	8,241,779	(5,969,444)	-72.43%
Claims Liability	3,786,280	3,420,991	365,289	10.68%
Landfill Postclosure	13,847,085	13,533,612	313,473	2.32%
	<u>\$ 91,238,311</u>	<u>\$ 112,040,406</u>	<u>\$ (20,802,095)</u>	<u>-18.57%</u>



# Federally Funded Expenditures

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<b>U.S. Department</b>	<b>2022</b>	<b>2021</b>	<b>\$\$ CHANGE</b>	<b>% CHANGE</b>
Agriculture	\$ 1,091,420	\$ 795,207	\$ 296,213	37.25%
Housing and Urban Development	1,904,491	1,854,537	49,954	2.69%
Interior	28,539	4,299	24,240	563.85%
Justice	270,653	297,578	(26,925)	-9.05%
Labor	51,345	63,981	(12,636)	-19.75%
Treasury	2,805,578	1,372,779	1,432,799	104.37%
Health and Human Services	4,165,062	3,801,272	363,790	9.57%
Homeland Security	447,799	767,299	(319,500)	-41.64%
	<u>\$ 10,764,887</u>	<u>\$ 8,956,952</u>	<u>\$ 1,807,935</u>	<u>20.18%</u>



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 6, 2023

**Departments: CAO**

**TIME REQUIRED** 10 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Mary Booher, Interim County  
Administrative Officer

**SUBJECT** Public Health Assessment

**AGENDA DESCRIPTION:**

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

Presentation by Mary Booher regarding an Organizational Assessment of the Public Health Department recently conducted by James Gandley of Municipal Resources Group.

**RECOMMENDED ACTION:**

None, informational only. Provide any desired direction to staff.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Mary Booher

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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**History**

Time	Who	Approval
5/26/2023 4:26 PM	County Counsel	Yes
5/22/2023 4:44 PM	Finance	Yes

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County Administrative Office

Yes



June 6, 2023

To: Mono County Board of Supervisors

From: Mary Booher, Interim County Administrative Officer

RE: Public Health Assessment

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Paul Roten

SOCIAL SERVICES

Kathy Peterson

**Strategic Plan Focus Areas Met**

A Thriving Economy     Safe and Healthy Communities

Sustainable Public Lands     Workforce & Operational Excellence

The September 2022 resignation of the Public Health Director resulted in the County Administrative Officer engaging MRG Solutions to review the current status of the Public Health Department. That assessment included interviews with management, including the County Administrator, the Social Services/Interim Public Health Director, and the Behavioral Health Director; staff in the Public Health Department; community members; and Public Health experts. The assessment focused on four organizational components of culture, strategy, structure, and compliance. The assessment was completed by Dr. James Gandley, who has over 20 years experience in Health in Human Services in Placer County Nevada (see attachment 9 of report for more information).

The assessment found:

“The report has revealed much for Mono County to be proud of. MCPH has dedicated staff who are committed to meet and serve community need. The department has a well-developed capacity to provide the residents of Mono County with essential public health services. The assessment also confirms that, for the most part, programs, and services are being managed to provide adequate public health services. Senior management and supervisory staff value the programs under their purview and are committed to the delivery of quality-based services. “

***“At this time the current MCPH organizational structure is inadequate, based on critical leadership vacancies, interim assignments, compromised communication, and a hybrid work- from-home (WFH) staffing model. Collectively these are impairing the department’s ability and capacity to effectively provide***

services in a holistic manner and to address higher-level strategic issues and organizational priorities.”

“However, like most organizations, there are challenges in Mono County Public Health impacting critical service delivery. These challenges need to be addressed on a case-by-case basis. Currently, the critical deficiencies, in need of immediate attention, center around organizational culture, communication and leadership. Prudent preparatory steps must be taken in preparation for any organizational changes. “

“Mono County Public Health can continue to function as a stand-alone department or merge with Social Services. ***The recommendation is to merge with Social Services for the reasons presented in this assessment.***”

The Assessment also looked at organizational structures from 15 small to mid-size counties that have consolidated services. Some of the reasons jurisdictions have made the decision to consolidate these services include:

1. Children, youth, families, and single adults who need services and support to achieve stability and well-being often need more than one service at a time, or in sequences based on the life cycle, over time.
2. The distinctions among multiple forms of health, mental health, and a wide variety of social services are more often made based on agency and disciplinary configurations than on what children and families need. Agency-centered organizational decisions are not always the same as client-centered decisions. When clients have to deal with separate intake, forms, interviews, and locations, responses to what clients need may be determined more by fragmentation than integration.
3. Communication among independent, separate organizations is usually more difficult than communication among parts of the same organization.
4. Agencies often find difficulty evaluating their own efforts. When those efforts involve more than one service system or one response to clients' needs, an overview can evaluate effectiveness above the level of a single agency. For example, co-occurring mental health and substance use disorders can affect child development, elementary and secondary education, employment, and family stability, requiring responses from multiple agencies in sequence or over time.
5. To respond with a single service to the needs of an individual who is part of a family, or whose family history may bring both trauma and protective factors into play, may be inadequate.
6. Proposals for new or increased funding coming from a single, categorically organized agency may only be considered for funding from narrow categorical sources. In contrast, joint funding proposals that demonstrate integrated services approaches may be able to attract multiple funding sources not available to a single agency.

On April 4, 2023 the Board of Supervisors directed staff to begin the consolidation of Public Health and Social Services, under the leadership of current Social Services Director and Interim Public Health Director, Kathy Peterson. This action was recommended by the Interim County Administrative Officer (ICAO), and was based on the recommendation in the Assessment, which was in draft form at the time. The ICAO made the recommendation prior to publication of the final report, to provide stability and certainty to the staff in Public Health and in response to specific requests from that department for action. The Public Health Department has significant initiatives to focus on, as we transition out of the Covid-19 Emergency, and they deserve to have the appropriate administrative support for those efforts.

Since the Board action on April 4, 2023, there have been several concerns raised by staff in several county departments, and in the interest of transparency, I would like to address some of those concerns at this time, for both the staff and the public.

**The consolidation is a top-down effort, and not inclusive of staff:** The Board made a policy decision to consolidate two County departments based on information provided through extensive investigation, analysis, data comparison and input. Staff in the affected departments will be involved in the process of implementing that consolidation, as the subject-matter experts. This is consistent with the Board's role as policymaker and staff's role as the implementer of Board policy.

**Questions have been raised about why the Board made this decision, what problem is in need of a solution:** The recommendation was made in order to improve and streamline the experience for the community served by these departments. The Board agreed with this recommendation in making its decision. There are several areas in which the staff in both departments, when working collaboratively, can assist their customers in achieving better outcomes. Historically, the strength of these collaborations has been limited by the willingness to collaborate by as few as one individual in a leadership role who chooses to maintain the siloes over which they have oversight.

Questions in this area have also been raised as it relates to career paths of the staff in the departments. A well-designed organizational chart will allow more growth opportunities for staff, across more subject areas. A consolidated department, with multiple deputy director positions and appropriate program manager positions, creates a clear path to leadership positions for more staff. The shared resources create more learning opportunities for staff to support these growth paths. In a consolidated department, there will be more opportunities for cross-training, coaching, and mentoring.

**Questions have been raised about the fiscal analysis used to support this decision:** While hopeful that there will be cost-efficiencies over time, the goal behind this consolidation is improved services, not cost-savings.

**Questions have been asked about the decision to not have a competitive recruitment for the Director position:** A lack of consistency has been cited in this area. However, in reviewing the filling of Department Head positions for the past 5 years, many of them have been filled with internal candidates without recruitment. Rather than this being a bad thing, it reflects the County's commitment to succession planning within the departments, which has historically resulted in better hires. It should also be noted that the recruitment rules that apply to positions in bargaining units do not apply to at-will positions. Recruitments are expensive,

with no guaranteed outcomes, so internal promotions based on careful succession planning and demonstrated performance should continue to be a priority. Ideally, this should become even more the standard for at-will positions.

In addition, the lack of recruitment has resulted in some employees questioning whether an internal promotion without recruitment negatively impacts the diversity goals of the organization and/or limits promotional opportunities for internal candidates with diverse backgrounds. These are complex issues which deserve attention and a response. The County has contracted with a specialist in human resources focusing on issues of workplace equity and diversity, Regina Romeo, to take an in-depth look at the issues raised, speak with employees and leaders and provide feedback regarding best practices going forward. Ms. Romeo has more than 20 years of experience working with issues like these in the public sector in California. She previously worked for Los Angeles (18 years) and Sacramento (10 years) Counties and now provides services on a consulting basis through CPS HR.

# Mono County

## PUBLIC HEALTH DEPARTMENT ORGANIZATIONAL ASSESSMENT

April, 2023



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**I. ENGAGEMENT**

Mono County Administration requested a current analysis of the Public Health Department (MCPH). MRG LLC was retained to conduct a review of the current state-of-the-state of MCPH and to provide input and recommendations towards an overall assessment of the department. This input is designed to assist Mono County Administration in considering alternative approaches to organizational design and service delivery and to strengthen its organizational excellence in the areas of people, organizational culture, service delivery, and data-driven decision making. Any changes in organizational structure or service delivery will be designed

and implemented with a customer-centric focus that will best support the continued delivery of quality-based public health services to the residents of the county.

This assessment includes evaluating the potential integration of the Public Health Department with the Social Services Department. Additionally, the consultant was asked to interview and consult with the current Behavioral Health Department Director regarding the potential, future integration of behavioral health services into an HHS structure.

This County Administration Organizational Assessment represents the analysis and feedback gained from the review of the external and internal factors currently impacting MCPH and the discussions that followed.

## **II. BACKGROUND/INTRODUCTION**

In September 2022 the Public Health Director resigned from his position, and the Board appointed Kathy Peterson, Director of Social Services, as the interim Director of Public Health. At that time the County Administrator also engaged the services of MRG Solutions to assist in reviewing the current status of the Public Health Department. Input from that review, augmented with staff interviews and additional review by county staff have resulted in this Organizational Assessment. This Organizational Assessment is designed to assist executive county and department management in considering alternative approaches to organizational design and service delivery that would best support the continued delivery of quality-based public health services to the residents of Mono County.

This assessment also includes evaluating the potential integration of the Public Health Department with the Social Services Department at this time and also the potential integration of the Behavioral Health Department in the future.

### **COUNTY PROFILE AND DEMOGRAPHICS**

Mono County is located along the spine of the Sierra Mountain range in the east-central portion of the state. The county describes itself as "set on the eastern slopes of California's Sierra Nevada mountain range, Mono County is a rare environment of natural contrasts: soaring granite peaks, spacious desert vistas, quiet lakes and rolling sagebrush hills". The County Seat, Bridgeport is in the central county with Topaz to the north and Mammoth Lakes to the south.



Mono County's rural nature with remote communities provides special challenges for delivering all types of essential services including health and medical services. Like many rural areas, shorter life expectancies, low income and unemployment remain consistent challenges.

Consistent public transportation is also challenged during the winter. When coupled with these seasonal access issues, the challenges for maintaining a healthy community are significant.

The current population of Mono County is 13,247. The Table below displays the core demographics of Mono County's population and how it compares to the State of California as a whole. This information is critical in assessing need and strategies for outreach and the delivery of quality public health services to the county's residents.

**MONO COUNTY CALIFORNIA**

**2022 TOTAL POPULATION 13,247**

**CALIFORNIA TOTAL POPULATION 39,029,342**

<b>RACE/ETHNICITY</b>	<b>MONO COUNTY</b>	<b>CALIFORNIA</b>
Caucasian/White	65.4% (n=8664)	35.2%
Hispanic/Latino	27.2 % (n=3603)	40.2%
Asian	2.3% (n=305)	15.9%
Native American	3.0% (n=397)	1.7%
African American/Black	1.1% (n=156)	6.5%
Native American/Pacific Islander	0.4% (n=53)	1.7%
Other	Not Available	Not Available
<b>GENDER</b>		
Female	46.4% (n=6147)	50%
Male	53.6% (n=7100)	50%
<b>AGE</b>		
Under 5 years	4.3% (n=570)	5.7%
Under 18 years	17.3% (n=2292)	22.4%
Ages 19-64 years	65% (n=8610)	62.4%
Ages 65 or over	17.7% (n=2345)	15.2%
<b>EDUCATION</b>		
High School Graduate or Higher (age 25+)	87.2%	84.2%
Bachelor's Degree or Higher (age 25+)	29.5%	35.3%
<b>INCOME AND POVERTY</b>		
Median Household Income	\$71,138	\$84,097
Per Capita Income	\$37,446	\$41,276
Persons in Poverty	9.8%	12.3%

SOURCE: MONO COUNTY PUBLIC HEALTH EPIDEMIOLOGIST

During the past few years, MCPH has experienced a series of senior management position turnovers. As a result, the department has been in an ongoing state of organizational limbo. The challenges associated with this inconsistent leadership and lack of consistent policy and procedure have been exacerbated by the COVID-19 pandemic and current work-from-home (WFH) staffing model.

In the absence of a permanent MCPH Director, interim assignments are addressing the vacancy. The long tenured Social Services Department Director has taken on interim Public Health

Department oversight to provide administrative consistency and leadership. Staff have responded positively to this interim assignment.

Mono County Public Health currently has 33 allocations with 1 vacancy. This staffing model includes a wide array of licensed and unlicensed positions including administration and fiscal positions, Public Health Officer Physician, Public Health Nurses (PHN), Registered Nurses (RN), epidemiologist, outreach workers, Emergency Preparedness Manager, Chief Equity Officer, Community Health Specialist (CHA), WIC Manager, Environmental Health Manager and others **(Attachment 1)**.

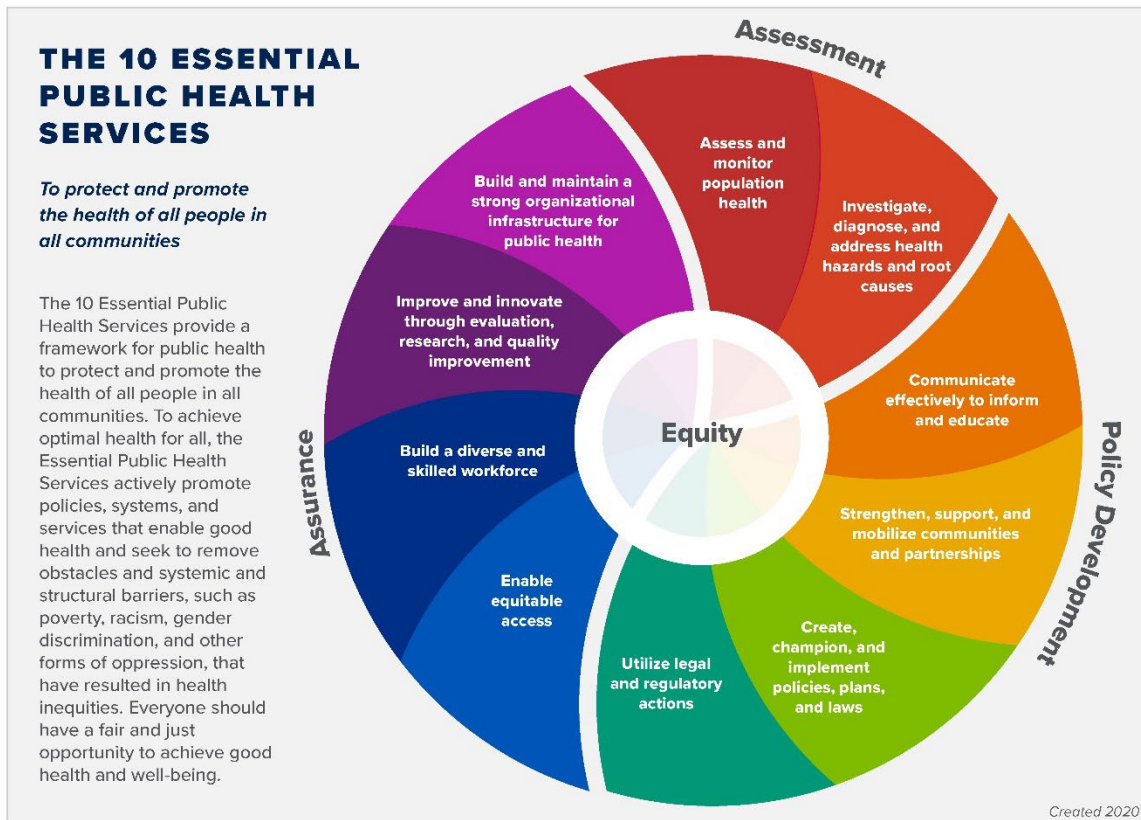
Among this group, there is currently a mix of long term (10+ years) and short term (<2 years) staff. Several staff are on limited term status with their positions being funded through special COVID-19 funding which is due to expire in June, 2023. The current Public Health Officer is relatively new and works remotely most of the time, with limited on-site presence. The Director of Nursing oversight is currently being addressed with an interim “out of class” assignment and the current Deputy Director of COVID-19 activities has taken on additional senior nursing responsibilities. This COVID-19 position funding is currently limited term and due to expire in June 2023 unless ongoing funding is identified. Currently, the long tenured Social Services Department Director has taken on interim Public Health Department oversight to provide administrative consistency and leadership. Staff have responded well to this interim model.

The purpose of the Mono County Public Health Department Organizational Assessment is to present findings and recommendations regarding the department’s operating profile and management processes and practices. It is also tasked with evaluating the potential integration of its services with the county’s Social Services Department to develop a broader service delivery model. The assessment will provide Mono County Leadership with guidance to help identify the skills, organizational practices and infrastructure necessary to deliver consistent, quality based public health services to the residents of Mono County. This report can serve as a key component in strengthening the Public Health Department’s capacity to partner with communities, agencies and organizations to achieve health access and equity for all residents of the county. This will require commitment at all levels of the organization and must be built on a strong organizational culture.

Additionally, this assessment will analyze data and evaluate the current organizational infrastructure, practices, capacity, skills and areas for improvement within the department. Based on these findings, it will provide information and guidance for organizational reengineering, and strategic planning. These forward-thinking strategies will best position the department for achieving its mission to deliver quality public health services to the residents of Mono County. Additionally, it will serve as a key reference for identifying approaches to strengthen the department’s capacity to meet the needs of county residents through its direct services and collaborative partnerships with community-based organizations and service providers.

It is well recognized that the primary mission of any public health department is to assure optimal health and wellness for the populations it serves and to eliminate health inequities using a broad spectrum of approaches to create healthy communities. This not only involves individual health but also other significant environmental issues impacting health including water and air quality, transportation and accessibility, housing, and social determinants including race, gender, education, and employment.

At its core, the department’s structure and mission must be designed to address the 10 Essential Public Health Services presented on the next page.



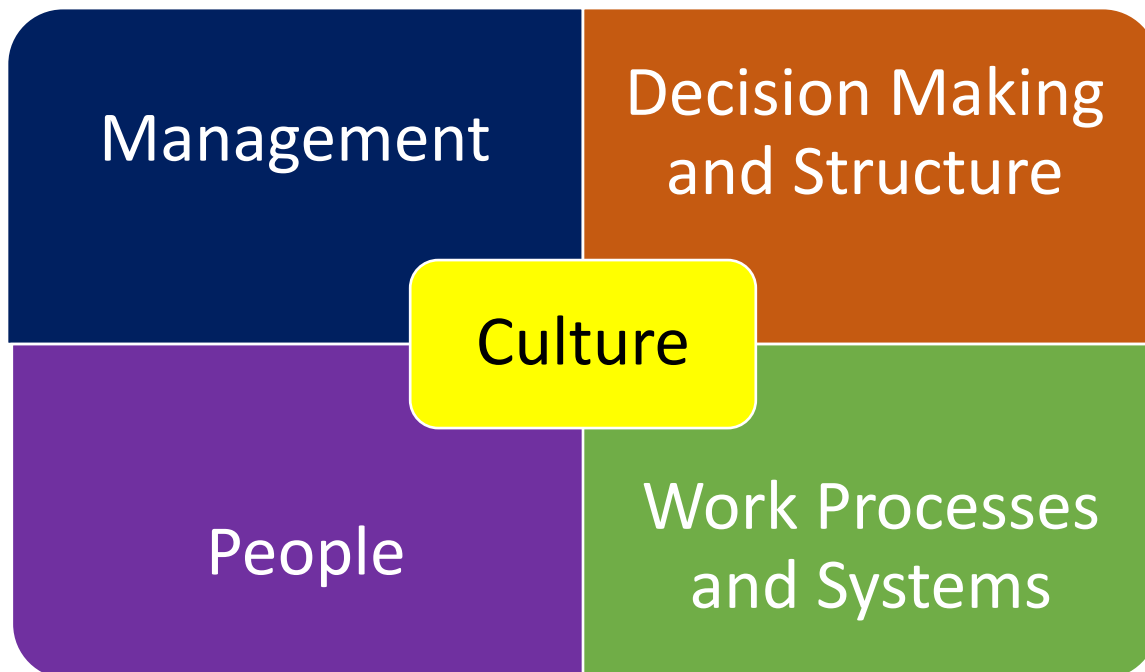
Specifically, this assessment will assist senior Mono County leadership in the following ways:

- Identify current organizational capacity and skills, challenges, and areas for improvement.
- Provide specific recommendations for senior leadership consideration
- Provide data and information to guide strategic planning

### III. METHODOLOGY AND PROCESS

This past year has been a challenging one for MCPH. The previous Director exited in September 2022. On the upside, these events have provided an opportunity for this assessment.

A thorough and effective organizational assessment always includes evaluating current organizational structure and its culture, which is the heart of any organization (see below). A critical first step is to review and determine if the current organizational structure and management design is best designed to facilitate effective decision making, involve the appropriate staff, and facilitate effective work processes and systems. When these components are all in sync and functioning at a high level, it will assure that the organizational vision, mission and service delivery expectations are being met.



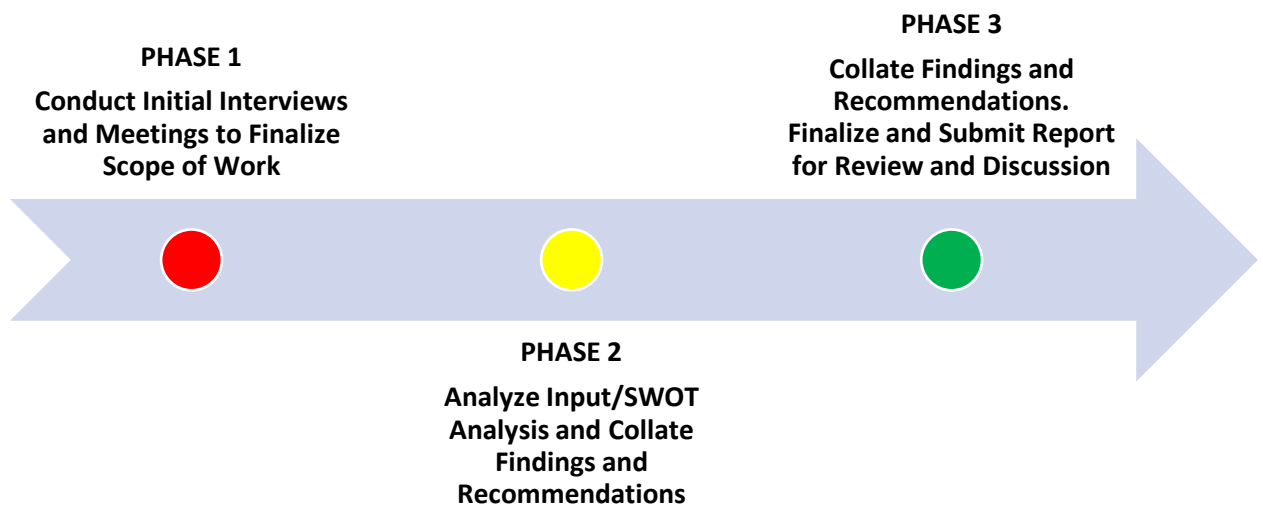
Internal organizational management design, decision making (organizational strategies), people (staffing models), and work processes and systems all contribute to organizational culture and are the pillars that any successful organizations are built upon. When these are all sound and working in sync, it results in a strong, viable and effective organizational culture. Each of these critical areas will be reviewed in this assessment.

The Management Team is where the organizational “rubber hits the road,” and it must be assured that the team is designed in the most functional manner possible, because it will be the team’s responsibility to lead the organization through any re-engineering process. Further review of decision making and structure, staffing levels and staff responsibilities (people), and review of work processes and systems will follow in subsequent phases of this process.



An effective and strategic organizational assessment serves as the cornerstone of any organizational improvement initiative. It must be simple and understandable yet provide specific identifiable and realistic recommendations. This assessment process has been systematic, yet flexible, to adequately adapt to any changes in the internal and external environment. It consists of both an internal and external review. It represents the analysis and feedback gained from a review of the internal and external organizational environment and it also considers the organizational structure of comparative counties.

The following information gathering methodology and process was used and structured in three sequential Phases as follows:



A series of interviews and conversations were conducted with Mono County CAO Robert Lawton to identify current organizational needs and to develop the initial Organizational Assessment Scope of Work.

It was recommended that the assessment focus on four organizational components that are critical for every organization to effectively manage its resources in a manner that assures service delivery success. They are as follows:

1. Organizational Culture
2. Organizational Strategy
3. Organizational Structure
4. Organizational Compliance

### **1. Organizational Culture**

Organizational culture is an observable, powerful force in any organization and is comprised of its shared values, beliefs, and behaviors. It serves as the foundation for how people successfully behave in the workplace. It permeates and impacts, either positively or negatively, virtually every aspect of an organization.

Every organization must create and sustain a healthy organizational culture in order to achieve its mission objectives. A healthy culture is dependent on excellent and effective communication, training, trust and performance accountability.

A universally agreed-upon basic tenet of effective executive management is that organizational leaders are primarily responsible for and serve as the dominant force in shaping and maintaining an organization's culture, and more importantly, setting the tone for the type of culture that will ultimately be reflected throughout the organization. Any organization without a positive culture will fail to excel or achieve its mission objectives effectively.

- A. Is the organizational cultural foundation of shared values, beliefs, and behaviors healthy and supporting the organization in achieving its mission objectives effectively?
- B. Are communication, training and performance responsibilities and expectations clear?

## **2. Strategy**

Any high-performance organization must implement sound strategies for aligning its people, activities, and processes. An organization's leaders must ensure that the strategy is clearly defined and effectively communicated, monitored, and executed throughout all levels of the organization in order to succeed.

- A. Are current organizational business and service delivery strategies sound and effective?
- B. Are the organization's leaders ensuring that the strategies are clearly defined, effectively communicated, monitored, and implemented throughout all levels of the organization?

## **3. Structure**

Organizational structure is a critical element in an organization's ability to accomplish its goals and objectives and to fulfill its mission. It drives how effectively an organization manages its resources, communicates, and executes critical mission objectives. It also dictates the relationship of roles in an organization, individual job scope/responsibility, and how effectively people and organizations function. Creating an effective and clear organizational structure, well

defined job scopes, and developing productive, up and coming employees, are critical to success.

- A. Is the current organizational structure effective?
- B. Are all job scopes and responsibilities well defined and is the current organizational hierarchy effective?
- C. Is the organizational structure consistent with organizational models in other California counties?
- D. What are alternate organizational structures, including joining HHS?

#### **4. Compliance**

Every organization must develop and maintain compliance-driven and ethical business practices. Organizational compliance is a way of defining and regulating proper individual and group behaviors by assuring that laws, regulations, policies, and procedures are understood and followed.

- A. Is current oversight defining, assuring, and regulating ethical and audit proof service delivery?
- B. Are all laws, requirements, regulations, policies, and procedures meeting the gold standard?

It is the responsibility of senior managers and supervisors to effectively communicate these policies and procedures throughout the organization, along with clear expectations for adherence and consequences for non-adherence. To accomplish this, it is critical that a specific individual within the organization be delegated day-to-day operational oversight of department-wide policy and procedure, compliance and ethics issues. The management level individual to whom this is delegated must be given adequate resources, appropriate authority, and access to all necessary resources to assure success. A major component of assuring compliance is to delineate lines of reporting and authority, while at the same time delegating authority with responsibility to subordinates to accomplish the goals and objectives of the compliance and ethics components of organizational practice.

On a practical level, a strong compliance and ethics program supports an organization's business objectives and alerts management when the organization is pressing the boundaries of acceptable business practice. A basic tenet of organizational compliance requires senior management to model and communicate the organization's values and behavioral expectations.

This report addresses these four organizational components and provides initial options regarding the organizational structure of MCPH, either as a stand-alone department or integrated with Social Services to form a new organizational design.

#### IV. PHASE II ORGANIZATIONAL ASSESSMENT INPUT

Both an internal and external assessment of the MCPH were conducted. This section of the report summarizes much of the input and analysis of the data points.

***At this time the current MCPH organizational structure is inadequate, based on critical leadership vacancies, interim assignments, compromised communication, and a hybrid work-from-home (WFH) staffing model.*** Collectively these are impairing the department's ability and capacity to effectively provide services in a holistic manner and to address higher-level strategic issues and organizational priorities.

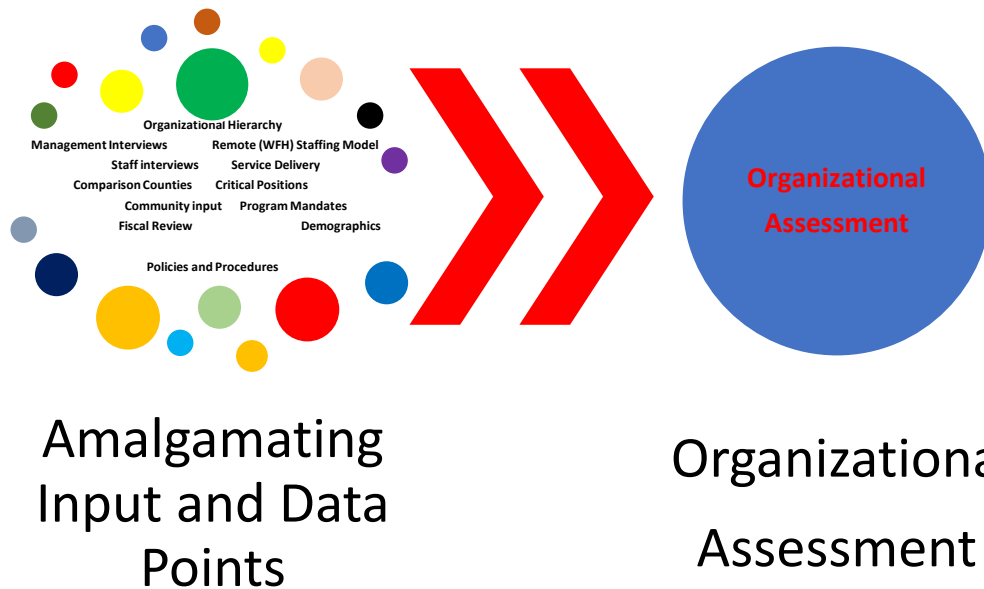
These challenges are currently being addressed by county executive management with a focus on organizational culture and the assignment of the Social Services Director as the interim Director of Public Health. This is a major added responsibility for the Social Services Director to take on. While she is currently demonstrating her seasoned ability and capacity to take on this augmented role, it is not sustainable, long-term, without considerable MCPH re-engineering and executive support. These areas will be addressed in the recommendations that follow.

The findings of the MCPH Confidential Field Report Memorandum are developed from the thorough review of the four organizational areas previously referenced (Culture, Strategy, Structure, and Compliance). These findings are detailed below, incorporating operational data review, management and staff interviews, and review of organizational structures in comparable counties. The consultant's conclusions and recommendations are derived from extensive public health experience, historical data analysis, and familiarity with broad organizational best practices. They are provided for your consideration to stimulate dialog and discussion on incorporating and operationalizing them into current organizational structure and program delivery. Collectively, they will provide a blue-print and roadmap for organizational success.

The report has revealed much for Mono County to be proud of. MCPH has dedicated staff who are committed to meet and serve community need. The department has a well-developed capacity to provide the residents of Mono County with essential public health services. The assessment also confirms that, for the most part, programs, and services are being managed to provide adequate public health services. Senior management and supervisory staff value the programs under their purview and are committed to the delivery of quality-based services.

However, like most organizations, there are challenges in Mono County Public Health impacting critical service delivery. These challenges need to be addressed on a case-by-case basis. Currently, the critical deficiencies, in need of immediate attention, center around organizational culture, communication and leadership. Prudent preparatory steps must be taken in preparation for any organizational changes.

The findings and recommendations below will address each identified organizational challenge or deficiency. ***It is critical that Mono County Public Health begin immediate and decisive action in addressing these findings.***



## INTERNAL REVIEW

The internal review of the department included a thorough “desk review” of historical data, current organizational structure, staffing models, documents, external reviews, responses to reviews and audits, policies and procedures, staffing, and budget data. Follow-up discussions and one-on-one interviews were conducted with staff to provide critical input.

Following are some of the major organizational areas that were reviewed.

### MANDATED SERVICES

The department does maintain a complete list and is currently in compliance with State of California Mandated (Tier 1) and Essential (Tier 2) services. **(Attachment 2)**. The documents on file are dated 2010 and 2013. These should be reviewed and updated on a yearly basis.

### RECRUITMENT AND RETENTION

MCPH continues to experience challenges in the areas of filling vacancies and staff turnover. These challenges must be addressed through improved recruitment strategies and onboarding orientation.

MCPH recruitment strategies and efforts must be augmented to attract an effective public health leader who has a strong public health background and well-developed leadership and communication skills. These attributes are essential for either a Department Director or Deputy Director candidate.

Retention also needs to be addressed and can be improved by addressing the existing organizational culture and communication and by providing augmented training and development opportunities.

### **HYBRID WORK-FROM-HOME (WFH) STAFFING MODEL**

Over the past decade there has been increasing pressure from employees on their organizations to embrace work from home (WFH) staffing models. COVID-19 hastened this transition and there is no turning back. Most California Counties, especially the rural/frontier counties, have some level of WFH staffing models. The benefits of WFH models are well documented as are the drawbacks. With proper oversight, WFH staffing models can work in remote/frontier counties like Mono County.

While most organizations are embracing this hybrid (onsite/WFH) staffing model it continues to provide challenges. *There is no substitution for onsite, face-to-face interaction that is equally effective.* Professional and personal lives of staff become blurred in WFH models. Every worker has unique circumstances impacting daily schedules so scheduling and coordination can become a nightmare. Compartmentalizing work and home activities can be challenging and supervisors must keep well connected and aware of developing issues. In a WFH model supervisorial monitoring through physical presence is no longer an option.

Quality control issues like efficiency and prioritization are difficult to track and evaluate with this model and specific tracking actions were not provided during interviews. The bottom line is that WFH models require more supervisor oversight. This will require increased organizational structure to properly engage remote employees and address workload.

Organizational culture is a major casualty of a WFH hybrid model. Less employee-to-employee “face-time” contributes to feelings of isolation and disconnectedness. Lack of employee bonding is also a “soft” but significant consequence of WFH. Water cooler “chit-chat” and hallway cross-pollination of program knowledge and service delivery is lost. Structured communication between supervisors and employees is critical for engagement and productivity. This is why visual connectivity like interactions are so critical to help bridge this gap. Consistent communication also fosters accountability.

### **FISCAL**

Overall, the department is fiscally sound. The oversight and stewardship of funding streams and expenses is managed very well. While there are some timeliness challenges, these are all being addressed appropriately.

### **ENVIRONMENTAL HEALTH FEE ADJUSTMENTS**

A major challenge facing the department from a financial perspective is the current status of Environmental Health service fees. These have not been updated in several years and the department finds itself in a “catch-up” mode. Establishing and implementing an updated, cost-based fee structure will be a challenging issue that will require considerable oversight and

strategic implementation. County executive management is currently addressing this issue through a Fee Study.

### **PUBLIC HEALTH OFFICER (PHO) STAFFING MODEL**

The current hybrid WFH/Onsite staffing model for the Public Health Officer Classification does not best serve the Mono County Public Health Department or county residents. It is understood that recruitments are challenging, and that the incumbent was hired under this WFH staffing model. However, this remote staffing model does not allow for minimally acceptable engagement with staff, community leaders, and county residents.

This form of “public health telemedicine” assures that documents are signed timely, and webinars are attended as required but it does not allow for the critically important role that a PHO plays in community engagement, meetings with stakeholders and being out in the community proactively promoting community health and wellbeing. Currently, community engagement is inadequate.

### **ESSENTIAL POSITIONS**

During the course of this review, 2 limited term positions were identified as essential. These positions are currently supported by grant funding which may be discontinued. Both of these positions are critical to effectively addressing the 10 Essential Public Health Services and associated MCPH programs. These positions should be converted to permanent status.

- **CHIEF EQUITY OFFICER**

During the past decade Public Health organizations have had an increased focus on health equity issues. At its broadest level, health equity is commonly defined as the attainment of the highest level of health for all people through the elimination of health and healthcare disparities resulting from inequities of access relating to race, ethnicity, gender, sexual orientation, economic status or geographical challenges. The Public Health Accrediting Body (PHAB) strongly recommends that every health department institute and actualize a system-wide approach to develop a culture of equity. The current Mono County Chief Equity Officer Classification addresses these issues and should be transitioned from limited term to permanent status. **(Attachment 4)**

- **EPIDEMIOLOGIST**

Epidemiologists play an essential role in tracking and delivering quality public health services to identified populations and communities. In doing so they serve as a critical resource to health departments and staff. This begins with surveillance of critical demographic and service delivery data that supports healthy outcomes and culminates in formatting the data into updates and reports to assure that public health services are on track and resulting in best practice outcomes. Epidemiologists also provide critical demographic data for effective and persuasive grant writing and health equity.

The current Mono County Epidemiologist Classification addresses these issues and should be transitioned from limited term to permanent status. **(Attachment 5)**

Even though this position is essential, some smaller rural counties like Mono County may not require a full time Epidemiologist. An option for funding a full-time position is to consider a regional “consortium” approach. Regional counties can develop a joint contract to address regional epidemiological need.

### **ORGANIZATIONAL DESIGN**

MCPH can continue as a stand-alone department or integrate with Social Services into a dual department model. Based on the internal and external organizational assessment and the review of comparative counties, the recommendation is to move forward with an integrated organizational model.

### **GRANT FUNDING**

There does not appear to be a uniform approach to seeking out, evaluating and applying for grants. Consequently, potential grant opportunities and filing deadlines for funding streams are missed and the maximization of current grants seems underutilized. This is a significant organizational deficit. There are abundant grant opportunities available to secure additional funding for programs, services and staff. Aggressive research and application can significantly bolster funding to address organizational goals and mission.

A lead person does not currently exist within MCPH to seek out and review potential grants for appropriateness and consistency with organizational priorities, goals, and mission.

Staff are doing the best they can on an ad hoc basis. The fiscal manager attempts to oversee this process but it is not a priority and other critical issues impair the ability to focus on grants.

It is recommended that a committee, with a lead person, be formed to act as a clearing house to assure that potential grants are sought out, reviewed for appropriateness, address and are consistent with the current organizational mission and strategic plan, and most importantly, applied for. This committee should meet on a regular, to-be-determined, basis or ad hoc, as necessary, to review potential grants from a strategic organizational perspective.

Identified staff can be developed and nurtured to take on the organizational role of the actual grant writing and application process. There are many sub-specialties in public health and experts in these areas can be identified and engaged for the actual program specific grant writing. This would happen under the oversight of the committee lead. There are many trainings available to assist in the development of grant writing and application skills.

### **MANAGEMENT, STAFF and COMMUNITY INTERVIEWS**



Interviews were conducted with identified MCPH senior management. These included in-person interviews with Robert Lawton, County Administrative Officer, Kathy Peterson, Director of Social Services and Robin Roberts, and Director of Behavioral Health.

The consultant participated in individual MCPH Management interviews on October 7, 2022 and a MCPH all-staff meeting on November 7, 2022. An overview of the scope and process of the Organizational Assessment was provided.

Additionally, the consultant interviewed a number of public health experts, executives and community residents. This required on-site field work. The consultant conducted a 4 day on-site visit between December 13, 2022 and December 16, 2022. During this visit, the consultant toured the county extensively, visiting the communities of Topaz, Walker, Coleville (including the High School), Lee Vining, Mammoth Lakes, Chalfant and Benton. Toiyabe Indian Health Clinics in Bishop and Bridgeport were also visited. This tour was conducted immediately after a major winter storm which provided the consultant an opportunity to experience “first-hand and in real time” the challenges encountered when delivering rural services during winter months.

As the consultant toured these different communities, he had the opportunity to engage in 27 “man on the street” interviews. While this number is not statistically significant, it does provide valuable anecdotal input for consideration. These ad hoc interviews sought broad community awareness and input regarding public health services offered by the county and access to them. A simple 5 question format was used:

- Are you a Mono County resident?
- Are you familiar with what services Mono County PHD provides?
- Have you ever received services from Mono County PHD?
- What improvements do you think Mono County PHD can make?
- Do you have any independent input, suggestions, or recommendations?

Most of the county residents who were interviewed were unaware of what public health services consist of or what the “big picture” purpose of the department is. The most prominent awareness was the provision of influenza and COVID-19 vaccines. High school age interviewees were aware of Public Health Department clinic services including pregnancy testing and STD/communicable disease services. However, they said accessing these services was difficult due to remoteness and confidentiality issues. They would like the county to provide these services on-site in more rural communities. The major themes of these interviews were:

- Most interviewed residents have never accessed/received public health services. The exceptions were 2 of the teenagers.
- A desire for increased availability and access to services in rural communities
- Improved community awareness of what public health services are provided

Together, over 100 hours of executive, staff and community one-on-one interviews provided a critical component of the MCPH SWOT Analysis and contributed to forming the basis for the organizational recommendations presented later in this report. These interviews were all confidential and all input was amalgamated into the Confidential Field Report Memorandum findings.

#### **EXTERNAL REVIEW**

Concurrent with the internal review, an external assessment. Additional interviews were conducted with county executives, managers and staff and county residents.

#### **COMPARATIVE COUNTY DATA**

A comparative county review of Public Health Department organizational configurations was also performed. Existing organizational structures for the delivery of public health services in selected comparison counties was reviewed. Findings from this review can be found in the Table on the following page. When possible, comparative county Public Health Department Organizational Charts were obtained. **(Attachment 6)**

## COMPARISON COUNTY ORGANIZATIONAL STRUCTURES

County	Population	Department Type Stand Alone/HHS	Designation	Leadership Position
Mono	13,500	Stand Alone	Department	Department Director
San Benito	64,209	HHS Agency	Division	Deputy Director
Alpine	1,204	HHS Department	Division	Division Director
Madera	159,410	HHS Agency	Department	Department Director
Mariposa	17,131	HHS Agency	Division	Division Director
Inyo	18,970	HHS Department	Division	Division Director
Tuolumne	55,620	HHS Department	Division	Division Director
Calaveras	45,492	HHS Agency	Division	Division Director
Nevada	103,487	HHS Department	Division	Division Director
Santa Cruz	270,861	Health Services Agency	Division	Division Director
Del Norte	28,100	HHS Department	Branch	Branch Director
Shasta	182,139	HHS Department	Division	Division Director
Tehama	69,829	Health Services Agency	Division	Division Director
Glenn	28,917	HHS Agency	Division	Deputy Director
Yuba	81,575	HHS Department	Division	Deputy Director
Trinity	16,060	HHS Department	Branch	Branch Director

Counties are not an exact match in terms of organizational structure, reporting hierarchy or classification and responsibility. Different counties use various combinations of full-time, part-

time, extra help and contract service providers to deliver services and accomplish their organizational mission. Additionally, job titles and classification descriptions vary considerably between counties.

When the size of the Mono County Public Health Department and the scope of its services are factored in, the Department’s Management Team structure appears to be most consistently aligned with other small counties. ***This county review supports the potential integration of the Public Health Department with the Social Services Department.***

**SWOT ANALYSIS**

Cumulatively, the internal and external analysis and interviews provided the consultant with significant insights regarding MCPH’s strengths, weaknesses, opportunities, and threats (SWOT Analysis).

<p style="text-align: center; font-size: 2em; font-weight: bold;">S</p> <p style="text-align: center; font-weight: bold;">Strengths</p>	<p style="text-align: center; font-size: 2em; font-weight: bold;">W</p> <p style="text-align: center; font-weight: bold;">Weaknesses</p>	<p style="text-align: center; font-size: 2em; font-weight: bold;">O</p> <p style="text-align: center; font-weight: bold;">Opportunities</p>	<p style="text-align: center; font-size: 2em; font-weight: bold;">T</p> <p style="text-align: center; font-weight: bold;">Threats</p>
<p>Dedicated staff</p> <p>COVID response has been strong and generally well received</p> <p>Staff works well together</p> <p>Equitable Health Access for All</p> <p>Strong relationships with Social Services and Behavioral Health Departments</p> <p>Internal Resources</p>	<p>Ongoing Organizational Restructuring</p> <p>Leadership Turnover</p> <p>Department Director Vacancy</p> <p>Poor communication</p> <p>Work-From-Home staffing model</p> <p>Policies and Procedures</p>	<p>Grant Funding</p> <p>Recruitments</p> <p>Untapped Community and Contract Resources</p> <p>Expanded Use of Technology and Social Media for Outreach</p> <p>Increased Onsite Staffing</p>	<p>Environmental Health Fees Are Inadequate</p> <p>Inadequate leadership and vision</p> <p>Expanding Underserved Populations</p> <p>Loss of Funding</p> <p>Natural Disasters</p>

This analysis provided:

- An in-depth understanding of MCPH organizational structure, service delivery models, fiscal structure, mission goals and objectives, management systems, staffing, the use of technology resources, and professional growth and training opportunities for staff.
- An understanding of the current concerns regarding organizational structure and function, communication, and collaboration, that are impacting and impeding the successful delivery of department services and;
- Management and community-based perspectives regarding the current organizational state-of-the-state.

The over-arching purpose of this assessment, interviews and meetings was to document the following:

- Key issues facing MCPH
- Current organizational structure of the department;
- Potential options for re-engineering and restructuring the department and;
- Provide recommendations to address the above

## **V. SUMMARY OF KEY FINDINGS AND RECOMMENDATIONS**

While developing this organizational assessment, four core organizational components of MCPH were assessed: culture, strategy, structure and compliance. Like most organizations, there are challenges impacting MCPH critical service delivery. These challenges need to be addressed on a case-by-case basis. Findings and Recommendations that relate to the department's organizational strengths, challenges and areas for potential focus and improvement were identified. Collectively, many of these findings are impairing the department's ability and capacity to provide services in the most efficient, effective and holistic manner. High-level strategic response and addressing organizational priorities is also being negatively impacted.

For convenience, each finding and associated recommendation(s) have been consolidated into 2 Tables at the end of this section.

Addressing them will require the considerable commitment of organizational resources including staff engagement and time.

# 1. ORGANIZATIONAL CULTURE

## FINDING 1.1 ORGANIZATIONAL COMMUNICATION/ TEAMWORK

### Communication

Improved communication was identified by both Executive County Management and Public Health Department staff as a top priority. Effective and consistent hierarchical communication (top down, bottom-up and peer-to-peer) is essential for organizational success.

### Teamwork

Overall, the MCPH work environment is challenged. Many staff feel fortunate to work here and like their jobs. However, there are current challenges with organizational culture, and the perception of staff is that the department could improve its communication and teamwork. A broad understanding of organizational mission and common goals is lacking, and inter-programmatic teamwork does not seem to be generally encouraged by management.

### **RECOMMENDATION 1.1.1: IMPROVE COMMUNICATION AND TEAMWORK**

***This is “Job 1” for MCPH. Immediately create or re-establish improved communication through mandatory supervisor/staff meetings and one-on-one interactions with and between staff for department updates and information sharing. The re-establishment of mandatory all-staff meetings at appropriate intervals as determined by staff and supervisors together is essential. Attendance at these meetings should be mandatory, unless officially excused. These meetings should be agenda driven and have take-aways, consistent follow up reports, and ongoing updates as necessary.***

***This theme will be revisited in many subsequent recommendations.***

These meetings will improve information sharing with staff and establish a more inclusive and transparent organizational environment that will foster improved buy-in and understanding of organizational mission. These meetings and interactions will serve to improve supervisor-subordinate and peer-to-peer communication. Currently there is inadequate structure that supports and effectively allows senior management to receive feedback and input from employees regarding issues impacting employee morale or the execution of organizational objectives. This is hindering staff performance and “best practice” program delivery.

### **RECOMMENDATION 1.1.2: STAFF INTERACTIONS**

***Establish routine and regularly scheduled supervisor/staff interactions that will rebuild effective communication, trust and transparency and reduce operational silos. Timing and setting can mutually be determined by staff member and supervisor based upon current need and desired outcomes.***

### **RECOMMENDATION 1.1.3: MANAGEMENT AND SUPERVISOR SKILL TRAININGS**

***Provide facilitated Management Team and Supervisor level communication and teambuilding trainings to improve supervisory skills in these areas. Supplement with selective one-on-one follow-up coaching and mentoring as requested.***

**RECOMMENDATION 1.1.4: STAFF SKILL TRAININGS**

***Provide facilitated all staff trainings focusing on communication techniques and etiquette regarding all forms of communication including verbal, written, telephone, and email/social media.***

**FINDING 1.2 STAFF ROLES AND RESPONSIBILITIES**

There is a disconnect between the siloed programs of the department. Currently, mandatory regularly scheduled staff meetings are not occurring. Policies and procedures are non-existent or outdated. While most staff seem have a sense of their individual roles and responsibilities, there is a lack of clarity addressing broader needs with appropriate intra and inter-departmental referrals. Desk top job descriptions are unavailable, inconsistent or non-standardized. These issues have been exacerbated by the current WFH staffing model which impairs daily interaction.

## **2. ORGANIZATIONAL STRATEGY**

**FINDING 2.1 ORGANIZATIONAL VISION AND MISSION**

The mission and vision of MCPH is to *“Promote and protect a Mono County culture of health and safety in the community and environment through outreach, education and prevention.”*

Organizational strategy arises from a department’s *mission* which explains why it is in business, and its *vision* which describes what the department will have achieved in fulfilling its mission. The organizational mission and vision form the basis for the long-term goals and organizational strategic plan to accomplish them. To accomplish the organizational mission and vision, services must be delivered in the least restrictive, most accessible environment within a coordinated system of care that is respectful of a person’s family, language, heritage, and culture.

The beginnings of an updated MCPH Strategic Plan are underway. Development, review and implementation of this updated plan are vital to creating a sustainable organizational structure and service delivery model.

***RECOMMENDATION 2.1: The current Vision and Mission Statement need to be revisited and updated to assure that they are known and understood by all staff and that they are consistent with the County-wide Vision and Mission. These statements should be succinct and***

***given to every employee. Every program or grant must clarify how its activities support and help fulfill the Vision and Mission.***

## **FINDING 2.2: ORGANIZATIONAL GOALS**

Public Health staff, community providers and the community at large are generally unfamiliar with organizational goals.

***RECOMMENDATION 2.2: Identify or establish clear organizational goals that are shared and understood by all staff and stakeholders. Develop incremental steps to attain them.***

## **FINDING 2.3 ACCESS TO PUBLIC HEALTH SERVICES**

Mono County identifies and reaches out to individuals and specific populations for the provision of public health services. This includes persons on Medi-Cal or persons who are indigent who have other health challenges. Every effort is made to align individuals with specific programs through eligibility determinations. The target population of Medi-Cal clients have federal and state funds available to reimburse services. Indigent or undocumented individuals pose eligibility and fiscal challenges for the department.

Most potential clients access services by self-enrollment through the general information line or by “walk in”. There are currently challenges with the general information line not being answered and messages not being responded to timely. Specific programs have specific outreach practices to engage individuals in the community but these outreach efforts need improvement.

***RECOMMENDATION 2.3: Review the current processes and determine what improvements can be made to improve intake, response, and referrals. Specifically, address challenges at the front desk and general information line.***

## **FINDING 2.4 COMMUNITY OUTREACH AND AWARENESS**

There is agreement among all staff and leaders that more outreach to the community is necessary and addressing this issue is ongoing. It is being done through increased outreach to the ski resort, schools, senior centers and other organizations as identified. The Supervisors/Managers and their teams are working together to make this happen. However, community awareness is still not adequate.

***RECOMMENDATION 2.4.1 Develop standardized messages to the community that are repeated on a regular interval using the county web page, social media and postings. When changes are being made (e.g., clinic dates and times, outreach activities, community meetings) the frequency of messages should be increased.***



***RECOMMENDATION 2.4.2 Develop messages that touch the listener’s emotions such as client success stories that can deliver a message of hope and provide information about services.***

#### **FINDING 2.5 ENVIRONMENTAL HEALTH FEES**

A major challenge facing the department from a financial perspective is the current status of Environmental Health service fees. These fees have not been updated in several years and the department finds itself in a “catch-up” mode. Establishing and implementing an updated, cost-based fee structure will be a challenging issue that will require considerable oversight and strategic implementation. County executive management is currently addressing this issue through a Fee Study.

***RECOMMENDATION 2.5: Review current EH fees by conducting a comparison fee study, service unit/cost analysis. Present findings and recommendations to BOS for review and input. Implement fees in a graduated manner that is fair and reasonable to county residents and businesses.***

#### **FINDING 2.6 STRATEGIC PLAN**

MCPH is in the final year of its 5-year Strategic Plan (2018-2023). This period of organizational transition provides an excellent opportunity to look back over the past 5 years, reflect on progress and unanticipated challenges, and refocus for the coming years.

***RECOMMENDATION 2.6: Create a 2 year “transitional extension” to the existing Strategic Plan focusing on organizational communication, culture and re-engineering. Also address shifting post COVID-19 community priorities and need as well as expanding community outreach and services.***

#### **FINDING 2.7 GRANT APPLICATION PROCESS**

There does not appear to be a uniform approach to seeking out, evaluating, and applying for grants. Consequently, potential grant opportunities and filing deadlines for funding streams are missed. The maximization of current grants seems underutilized.

***RECOMMENDATION 2.7: Form a Grant Review and Application Committee and identify a lead person to proactively seek, identify and apply for critical, MCPH appropriate grant funding.***

### **3. ORGANIZATION STRUCTURE**

#### **Current structure and best options for moving forward.**

#### **FINDING 3.1 CURRENT PUBLIC HEALTH DEPARTMENT ORGANIZATIONAL HEIRARCHY AND ITS EVOLUTION**

The current organizational hierarchy and workforce structure of MCPH was evaluated during this assessment. The assessment also analyzed structural impediments which might hinder effective employee performance. These included communication, teamwork, and workload distribution. A major focus was placed on these key roles and processes and how they impact organizational communication, alignment, performance, and staff activities.

Several organizational trends were considered to address MCPH organizational structure and effectiveness needs. These are trends that the department should embrace. Collectively, they reflect a move *away* from organizations and systems that are reactive rather than proactive, and process oriented rather than outcome oriented.

**Organizational trends of successful public sector organizations are characterized by the trends and principles presented below:**

### **ORGANIZATIONAL TRENDS**

- Decentralized and Flexible.

Progressive public health organizations are designing their service delivery structure, systems, and processes to provide a varied response to different situations, therefore making themselves more flexible and open to change. Focus is on the most efficient and effective provision of the internal service without regard to perceptions of authority, control, silos, or historical practice. Greater autonomy and initiative are encouraged. Required centralization is utilized only where internal control is needed. This fosters quicker response time, greater efficiency, and cost savings.

- Flatter organizations.

Progressive public health organizations are also reducing the number of layers of managers and supervisors resulting in fewer levels of organization and oversight. This empowers line staff to make more decisions (specific clarification of responsibilities and authority are needed here). When effective, flatter organizations facilitate quicker decisions and lessen the need for the command and control functions previously performed by too many middle managers. These organizations typically have highly developed supervisory training programs and high levels of accountability for individuals selected for supervisory/managerial positions.

- Mission and results-driven organizations.

Encouraging long-term thinking through the development of strategic plans, the definition of goals, translation of these goals into desired objectives, and the use of performance measures to make more informed decisions on program priorities and resource allocations are essential.

- Anticipatory organizations.

Instead of dealing with crises as they occur, effective public health organizations are focusing on how to prevent them through efforts such as the development of plans for preventive

maintenance of a community's infrastructure, the development of strategic plans, adoption of performance measures, complaint tracking, etc.

- Customer centric organizations.

Constituents are increasingly becoming more engaged with public health organizations and requiring justification for the actions of officials and outcomes of services. There is increasing scrutiny regarding the funding priorities of public health departments. This requires effective public health departments to increasingly spend more time considering how to reach residents and be more proactive in getting their stakeholders and constituents involved.

These trends serve as a critical backdrop for MCPH organizational redesign and the development of alternatives to the current structure.

Next, a number of organizational reengineering principles must be considered. These principles are presented in the paragraphs below:

### **ORGANIZATIONAL PRINCIPLES**

- The MCPH organizational structure must be designed to facilitate the objectives of the department and be consistent with the organizational mission of Mono County. It must also reflect the public policy goals of county government and, at the same time, effectively address the needs of the community as a whole. To accomplish this, the department must be willing to adapt to new situations, realities, and priorities in this ever-evolving political landscape.
- Public Health organizational structure should facilitate decision-making, planning and management of operations and activities. Critical functions within an organization should be placed where those responsible can access key decision makers without having to work through multiple layers of oversight. Similarly, less vital functions can be safely placed more deeply within an organizational structure. Additionally, where feasible, organizational structures should enable the sharing of "internal support" services at the program level to maximize staff interaction and service delivery at the program level. This will enable the department, as a whole, to focus on its core business activities.
- Span of control must be appropriate given complexity of function and the management systems in place to monitor performance. Some functions require lower ratios of staff to supervisors either due to the complexity or level of workload or operational practices that require higher levels of oversight. Other functions, such as those that are more centralized or more routine in nature, are open to higher ratios of staff to supervisors.
- Responsibility for performing a function should be placed as low in the organization as it can while retaining effectiveness and efficiency. Many recent trends in organizations have focused on the objective of "pushing decision making down" to line staff. This approach requires structured training and the establishment of clear parameters of responsibility, authority and accountability.

- Organizational structure should not be complex or confusing. Rather, it should be clear and easily understood both internally and externally. Matrix management should be eliminated wherever possible or substantially minimized.
- Roles and responsibilities of managers and supervisors should be clearly defined.
- An organization must be designed to maximize efficiency of programs and of its own staffing. Similar functions should be grouped together under common supervision. Is there a clear rationale for adding or maintaining an additional level of management or supervision?

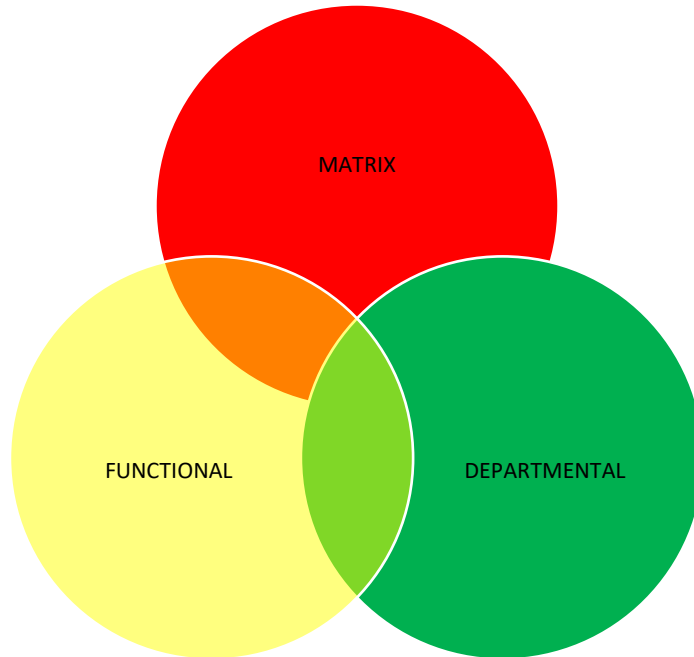
The organizational trends and principles presented above must be addressed as timely as possible.

Many times, an organization's structure is unplanned, morphing over many years as a consequence of service demand expectations, new programs, executive turnover, and simply who is available at the time to stand and deliver. This can manifest itself in a system that is fragmented, duplicative, inefficient, and difficult to alter once in place. *Mono County Public Health has experienced all of these contributing factors.*

While current interim MCPH Management and the Interim Department Director are working diligently to stabilize organizational structure and assure service delivery, strong succession planning efforts along with addressing the growth and development of Management Team members is essential.

Management Team structure provides the model and roadmap for an organization's communication patterns. A well-designed structure will also make it easier to react to emerging issues, identify inefficiencies, and chart new direction as the organization grows and changes. It will assure that MCPH is best positioned for optimal growth and effective service delivery.

Three basic overlapping structural models to consider when evaluating and designing Management Team structure are presented below and on the following pages:



### **Possible Management Team Structures**

The **Functional** organizational structure, where hierarchical roles are divided by business function. Here, groups, departments or divisions are aligned in a strictly hierarchical line-structure with centralized Human Resource (HR), Information Technology (IT) and Fiscal support.

The **Departmental** organizational structure, where roles and services are divided by distinct departments (specialized services or products), each having its own HR hierarchy, fiscal and IT support.

The **Matrix** organizational structure, which is a combination of the two structures identified above by incorporating Fiscal, IT and HR support into each department. The matrix organization allows for greater flexibility and cross-functional opportunities.

Organizational Management Team structure is a critical element in an organization's ability to accomplish its objectives. Which is best? It depends upon what your organization is trying to accomplish and the management philosophy to which you subscribe.

*At this time, most California Counties of similar size, demographics, and program structure have integrated Public Health Departments into Health and Human Services Departments or Agencies with matrix organizational structures. This organizational structure is not to be confused with matrix management.*

To be sure, quality-based services are currently being delivered by MCPH. However, the department's efficiency and effectiveness is significantly impaired by the current transitional model and pattern of communication. Collaborative, inclusive management and improved communication and teamwork at the Management Team level are essential to maximize staff performance and "best practice" program delivery.

Many of the current cultural challenges of the organization predate current management. These challenges are compounded by leadership vacancies and confusing supervisory communication. Like many local government organizations, the current organizational structure of MCPH is dictated by vacancies and the skills and abilities of available staff rather than by successful proactive and strategic recruitments and stable organizational structure. This has resulted in several organizational reporting iterations and reporting structures during recent months. These incremental, and at times, abrupt changes coupled with inadequate overall strategy have been detrimental to the organization's overall performance. Consequently, the current system presents as overly fragmented and inefficient.

## **ORGANIZATIONAL STRUCTURE OPTIONS**

Both County Executive Management and Senior MCPH staff believe that an improved organizational model can be created that will better serve county clients and assure "best practice" program delivery.

***RECOMMENDATION 3.1: Redesign the Public Health Department organizational structure and fill vacancies in a manner that more efficiently addresses workload; better serves program goals; and better clarifies program responsibility and service delivery to community members and stakeholders. After a thorough internal and external assessment of MCPH and an external review of organizational structures of Comparison Counties, the consultant recommends Option 3 as the best organizational design to move the department forward.***

The desired organizational outcome is to deliver consistent and quality-based services to county residents. This will be accomplished by an organization designed to facilitate process, decision making, and delegation. Together, these will assure that operational responsibility is being performed at the appropriate staff levels, allowing both management and staff more time for broader "big picture" organizational focus. This will enhance community outreach, engagement, collaboration and ongoing strategic planning by the Management Team. It will also provide greater parity of program responsibility and staffing levels between the supervisors as well as improving organizational communication and oversight.

## REDESIGN OPTIONS

This consultant is presenting 3 potential hierarchical options for MCPH organizational redesign. These options are based on a thorough review of the existing department's organizational culture and service delivery model. One model is to continue as a stand-alone Public Health Department and the other two models integrate the Public Health Department with the Social Services Department. Options 2 and 3 will require the creation of a new SS/PH Department Director Classification for dual department oversight. All three options will require both an experienced public health senior manager and Public Health Officer with well-developed public health knowledge and leadership skills.

### OPTION 1 STATUS QUO

Maintain the existing MCPH organizational structure as an INDEPENDENT PUBLIC HEALTH DEPARTMENT and fill the vacant Department Director position.

The organizational structure of the Public Health Department, in its current form, is functional but not ideal. The department is not currently operating and functioning at full capacity. This is compounded by the current interim structure with the critical department head vacancy.

**(Attachment 8).** The department is currently not addressing organizational mission and vision, strategic planning, leadership focus, workload issues, and effective communication with staff in the most efficient and effective manner. This is not the entirely the fault of current staff and management who are filling interim assignments, but rather a cumulative de-evolution of the department as a consequence of continued management turnover and instability during the past several years.

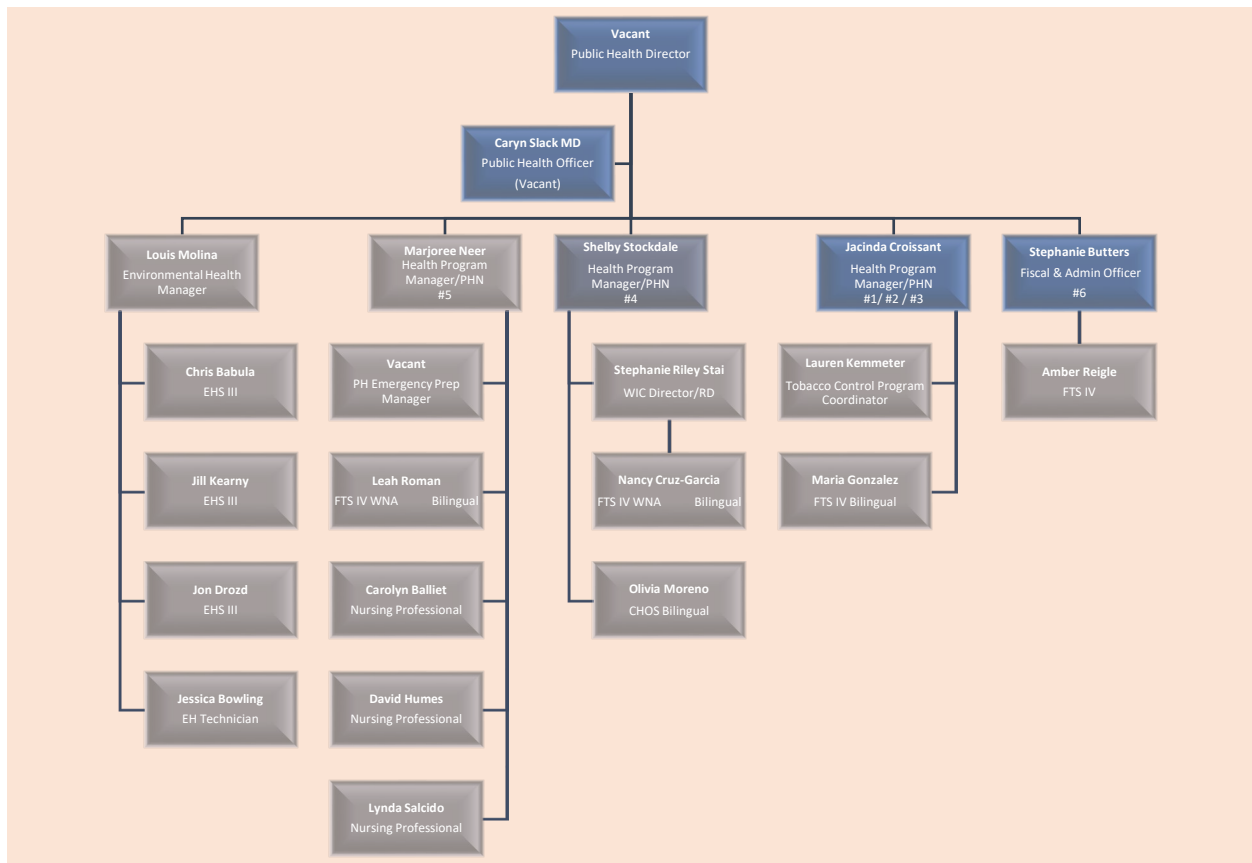
Under this organizational model, there will be no significant change in Leadership Team structure. A new Department Head will be hired and the Public Health Officer will continue to report directly to the Public Health Department Director. Obviously, this is the most straight-forward approach.

However, this model is fraught with missed opportunities. While currently adequate, the overall hierarchical structure of the department can be improved upon. The status quo does not adequately address evolving strategic focus, best practices regarding collaborative and holistic service delivery challenges, more efficient scope of responsibility for existing Management Team members, and department-wide communication. Filling existing vacancies, restructuring the COVID-19 Team positions into the existing Public Health organizational structure, and clarifying the scope of responsibility and parity between existing supervisors and managers is essential.

This is an opportune time for the organization to explore alternative designs that can enhance its strategic focus and support succession planning. Based upon the MCPH organizational review of comparative County Leadership Team hierarchies, the recommendation of this MRG

Consultant is to move forward from the status quo. *The MRG Consultant does not recommend this status quo option.*

## Stand Alone Public Health Organizational Structure (Pre-Interim Transition)



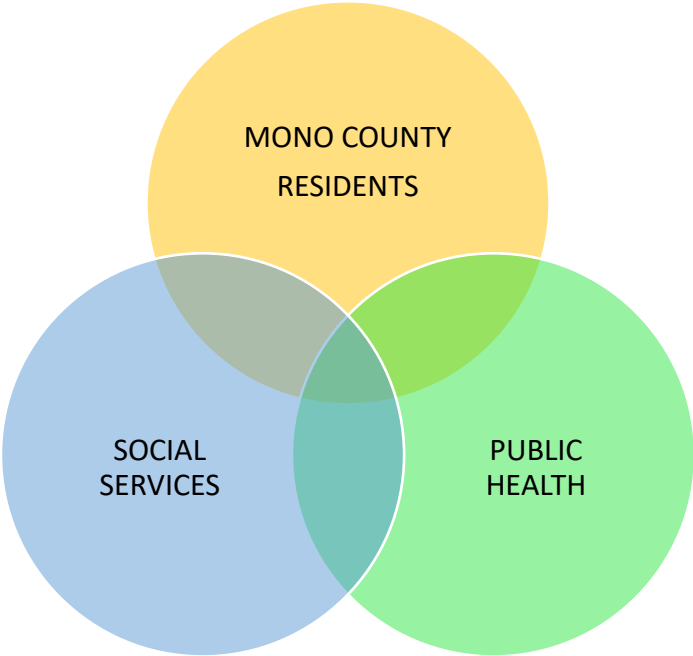
**NOTE:**

- This model is pre COVID-19 and does not include the current COVID Team and associated positions.
- Some position staff names are not current



**OPTIONS 2 & 3 INTEGRATE PUBLIC HEALTH AND SOCIAL SERVICES**

**THE CASE FOR SOCIAL SERVICES AND PUBLIC HEALTH INTEGRATION**



The interest in integrating Social Services and Public Health is re-emerging. Social work originated alongside public health in the early 20<sup>th</sup> century when social workers partnered with doctors and nurses to combat sexually transmitted diseases, address the flu pandemic and work together to secure safe and healthy living environments and housing for those they were serving.

Public health and Social Services are complementary fields. Together, they bridge gaps between research and practice, individual interventions and population dynamics, and services and policies. It is a powerful combination.

When these services are working together, in sync, social workers and public health workers become problem solvers by bridging the gaps of equitable access, outreach inefficiencies and service delivery challenges. It is well documented that integrating social services and public health will improve quality of life and individual well-being.

Historically, public health workers approach their work from an epidemiological and population- based perspective at the community level (prevention), while social workers focus on individuals at the personal level (intervention).

Together, these perspectives are naturally symbiotic. Because social workers and public health workers function at these different levels, they can effectively use their multidisciplinary skills and training to serve the population in a more holistic manner.

Anticipated benefits of this integration include:

- Support and enhance “one stop” single door entry for access to the full pallet of social and public health services, resulting in improved health and well-being outcomes.
- Improve access to care, access to transportation, access to food, chronic disease prevention and management, independent living, and overall prevention.
- Increase the efficiency of holistic service delivery
- Reduce service gaps, response fragmentation and duplication of service delivery
- Better address health equity issues
- Positively effect housing, nutrition, disability prevention, child health and welfare

Operationally, it will also provide opportunities for improved staffing, cross-coverage, interdepartmental transfer of positions and allocations, and creative use of funding streams.

In closing, it is important to note that the American Public Health Association and the National Social Workers Association both support this type of integration. Many major universities are currently offering social work and public health dual degrees (MSW/MPH).

Integrating these two departments should be viewed as “best practice” that will improve quality of life and health outcomes at both the individual and population levels. It will also position Mono County on the cutting edge of delivering quality based, accessible social and public health services to the residents of Mono County.

Any successful integration must be based on the essential principles and objectives presented below. Awareness of and adherence to these principles during this transitional process will enable successful integration.

# INTEGRATION PRINCIPLES AND OBJECTIVES



Under a Public Health integration with Social Services each department will become a branch or division of the larger organization. This proposed organizational structure can be redesigned to add one or two Public Health Deputy Director positions who will report directly to the newly created SS/PH Director classification. They will support the new integrated department director in the programmatic operations and oversight of the Public Health Division. To minimize transitional challenges, this combined organizational structure will be consistent with the existing organizational structure of the Social Services Department.

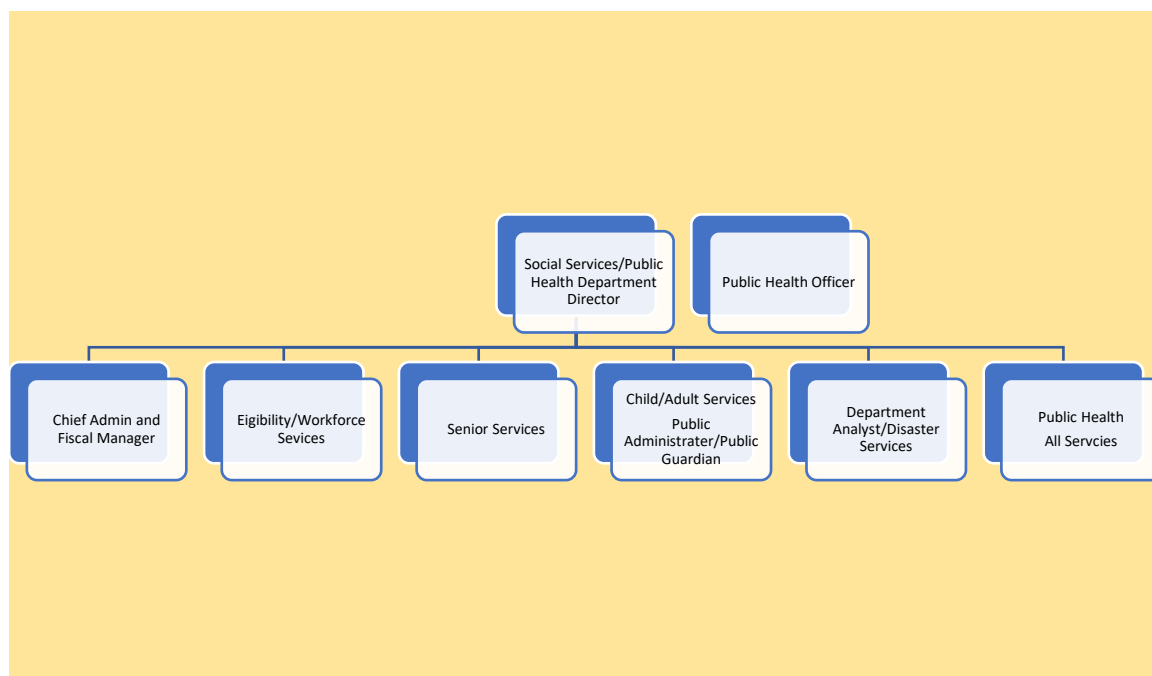
This integrated SS/PH Department cannot be managed as if each manager, their team, and associated programs are siloed. There must be clear integration strategies to facilitate holistic service delivery for programs that cross between managers and supervisors so that client needs are addressed effectively and efficiently.

For simplicity and clarity both Option 2 and Option 3 organizational models show only the Management Team level of organizational structure. All program design and supervisor level oversight will remain essentially the same during the first stages of the integration process. Ongoing structural modifications will be identified, vetted and implemented as necessary.

## OPTION 2 ONE (1) PUBLIC HEALTH DEPUTY DIRECTOR

This option will require the creation of a single Public Health Deputy Director position to oversee all public health operational responsibilities. Existing allocations will be reviewed for modification and utilization for these new classifications.

The Public Health Deputy Director position will be the senior public health leadership position and will provide public health subject matter, program design and service delivery operational oversight to public health staff. This position will be a direct report to the newly created Dual Department Director Classification and will provide high level service delivery, mission, fiscal and collaborative input as required.



## OPTION 3 TWO (2) PUBLIC HEALTH DEPUTY DIRECTORS

As in Option 2 above, this option will require a newly created Dual Department Director Classification for combined Social Services and Public Health leadership. It will also require the creation of two Public Health Deputy Director positions to oversee all public health operational responsibilities. Existing allocations will be reviewed for modification and utilization for these new classifications as previously presented. Any additional new classifications/allocations will be created as necessary.

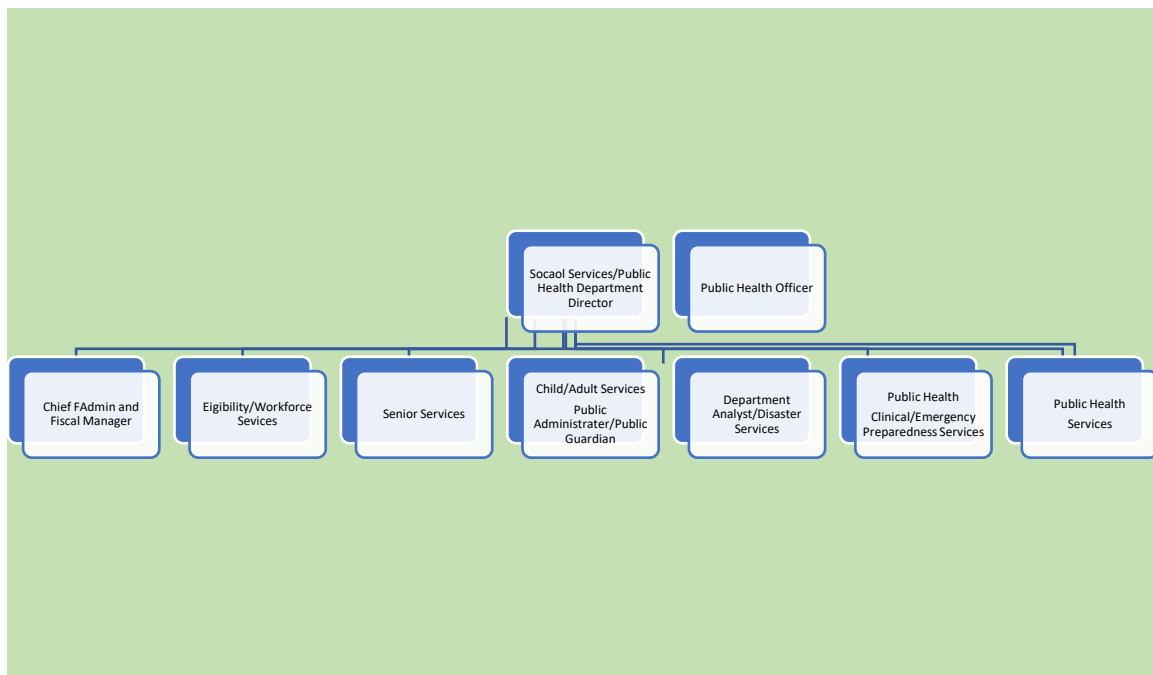
This structure will continue to provide essential programmatic oversight and support for the effective delivery of services. The two Public Health Deputy Director positions will be the senior

public health leadership positions and will share subject matter program and service delivery operational oversight of public health staff. These positions will be co-leaders of the Public Health Division, and both will report directly to the newly created Dual Department Director to provide high level service delivery, mission, fiscal and collaborative input as required.

These two positions will also provide additional options for appropriate cross-coverage within the Public Health Division and for Department Head coverage when unavailable or away. Available. Specific program responsibilities and oversight for each Deputy Director will be determined and finalized during the transitional period

Additionally, both Options 2 and 3 will address departmental succession planning challenges by facilitating the development of essential institutional knowledge and legacy by the “second in command.”

A newly created or upgraded Chief Administration and Fiscal Manager (or similar title) will also serve on the Management Team and report directly to the new Dual Director position.



## **PUBLIC HEALTH OFFICER REPORTING AND FOCUS**

Under both Organizational Design Options 2 and 3, the Public Health Officer will report directly to the Dual Department Director. The focus of the County’s Chief Physician will continue to be

on “physician required activities,” not on administrative activities, which can be managed by lower compensated administrative classifications.

## **ADDITIONAL POSITION/STAFFING FINDINGS**

As the Social Services and Public Health Departments transition through a potential integration, specific SS/PH programs and associated staff reporting structures will be reviewed and fine-tuned. This review and transitional reengineering may require salary review. An official Salary Comparison review of staff and management was not requested or conducted as part of this Organizational Assessment. However, this is always an important aspect of any organizational reengineering process. The consultant did review the current Mono County Salary Schedule.

### **FINDING 3.2 CRITICAL POSITIONS**

In any chosen option there are two critical MCPH positions currently funded through COVID-19 grants and classified as Limited Term:

- Chief Equity Officer
- Epidemiologist

***RECOMMENDATION: 3.2: Transition both the Chief Equity Officer and Epidemiologist classifications to permanent status.***

Both classifications are essential for the successful delivery of Public Health services and critical for forward thinking, progressive Public Health Departments. Mono County should make every effort to identify and secure long-term funding for these positions.

### **FINDING 3.3 NEW DUAL DIRECTOR CLASSIFICATION**

The Social Services Department Director is currently serving as the Interim Public Health Director. This assignment has been universally accepted and approved by Public Health Department staff. The Interim Director has demonstrated a sound, high-level understanding of the current state-of-the-state challenges facing the Public Health Department and has worked extensively with the current management team to address current challenges. During several encounters and interviews with this consultant, the Interim Director has presented a clear understanding of the current challenges that the department is facing and is working proactively to address them. If Mono County chooses to integrate the Public Health Department with the Social Services Department, a new Dual Director Classification and associated compensation will need to be addressed.

#### **FINDING 3.4 STAFF SALARIES**

For consistency of organizational structure, base pay for all members of the Management Team generally should fall within 5% parity. Licensure and special pay is always determined on a case-by-case basis. Staff salaries should be competitive with comparison counties.

#### **FINDING 3.5 SUCCESSION PLANNING**

Currently there is no consistent succession planning focus or strategy in MCPH. Individual staff are developed in specific transactional areas, but most promotions are based more on “who’s available” or longevity rather than skill level. Once promoted, there is not a consistent training and mentoring component associated with promotional onboarding. Transference of organizational legacy by departing senior staff is done in an *ad hoc* manner.

***RECOMMENDATION 3.5: Develop succession planning and management development along with organizational structure that ensures transference of essential skills and competencies. This should include a retention plan and a method for capturing and transferring institutional knowledge and operational legacy from separating staff prior to their departure. Identify retirement eligible and critical skill employees for targeted succession planning.***

#### **FINDING 3.6 CURRENT REMOTE, WFH STAFFING MODEL IS CONTRIBUTING TO ORGANIZATIONAL CULTURE AND OPERATIONAL CHALLENGES**

***RECOMMENDATION 3.6: Review the current Hybrid Onsite/WFH staffing model and restructure it to better serve organizational culture, communication and service accessibility and delivery.***

When WFH is balanced appropriately with onsite presence and coupled effectively with oversight, WFH staffing models can work efficiently and effectively in remote/frontier counties.

#### **FINDING 3.7 ORGANIZATIONAL WORKLOAD DISTRIBUTION**

Some staff believe that assignments and workload decisions are made by supervisors without understanding what is involved in the details of completing the tasks. While supervisors and management ask for input, staff do not believe that their input and recommendations are really valued or considered. Staff receive mixed messages from different supervisors under the current model and it is not always consistent. This “matrix management” model is not working. Some staff also believe that workload distribution, trust and overall communication are inadequate. When queried, current management shared that a Staff Satisfaction Survey has not been conducted during this transition period.

***RECOMMENDATION 3.7: Develop and distribute a Staff Survey, structured to address staff concerns.***

**FINDING 3.8: STAFFING LEVELS, SUPERVISION AND DEPLOYMENT OF EXISTING ALLOCATIONS**

Are there, in fact, the appropriate number of allocations for current program responsibility and workload? Current staffing allocations seem adequate for workload. However, in the current remote, WFH staffing model the department may not have staff deployed in a manner that best addresses program and service delivery needs. Also, some licensed staff seem to be performing clerical work beneath their pay grade. Having the “right person performing the right job in the right location” is essential for organizational success.

***RECOMMENDATION 3.8: Conduct a Span of Control Analysis to review current position responsibilities and associated activities and schedules to confirm that all program needs and associated service delivery are being efficiently addressed by the right level of staff and in the current remote, WFH staffing model***

Additional detailed staff deployment and funding analysis strategies and assistance can certainly be provided in transitional reengineering phase. A Span of Control Analysis will assist in determining specific areas of disparity and identify potential remedies regarding too narrow or too broad spans of responsibilities and control for supervisors and staff. Various alternative approaches to organizing the new Dual Department, its Management Team and staff can be developed and evaluated.

**FINDING 3.9 MANAGEMENT TEAM MEETINGS**

Management Team and Supervisor staff meetings and report-outs have been inadequate for staff. Most staff believe these meetings need to be more inclusive and interactive. Typically, updates have been provided in a top down and fragmented manner. Process seems mired in operational issues and crisis leaving insufficient time for individual supervisors to present and adequately address evolving issues.

***RECOMMENDATION 3.9.1: Have senior managers and supervisors attend meetings on a regular schedule that is mutually established by the Department Director and staff to best suit organizational need.***

This will improve information sharing with staff and establish a more inclusive and transparent organizational environment that will foster improved buy-in and understanding of organizational transition and mission. It is further recommended that participation be well defined.

***RECOMMENDATION 3.9.2: Develop and adhere to inclusive, standardized meeting Agendas with structured take-outs and report-backs that maintain a historical continuum of progress on identified issues.***



***RECOMMENDATION 3.9.3: Use one-on-one supervisor meetings for specific programmatic, operational focus and limit group meetings to more organizationally focused priorities.***

**FINDING 3.10: RECRUITMENT AND RETENTION**

This is always a challenging organizational component for rural/frontier counties, but current Mono County recruitment efforts seem adequate at this time. Retention strategies have been previously addressed. The Department continues to work closely with the Human Resources Department to develop enhanced strategies and approaches. There are currently some key vacancies including the Public Health Director but the county is addressing them proactively.

***RECOMMENDATION 3.10: None at this time***

**FINDING: 3.11: USE OF CONTRACTS**

MCPH primarily uses in house staff and services for client care. Utilization of contracts is low despite having community outreach challenges.

***RECOMMENDATION 3.11: Identify community partners and evaluate the use of contracts to determine if this increased collaboration could provide timelier access to and delivery of essential public health services.***

**FINDING: 3.12: PUBLIC HEALTH OFFICER WORK-FROM-HOME (WFH) STAFFING MODEL**

***RECOMMENDATION 3.12.1: Revisit current PHO WFH/Onsite staffing model to increase onsite presence and activities.***

***RECOMMENDATION 3.12.1: Explore opportunities and encourage ongoing PHO training and peer-to-peer engagement.***

## **4. Compliance**

Existing organizational challenges, including turnover, vacancies and interim assignments are impacting MCPH compliance and business practices. Deadlines, fiscal management, and service delivery are generally met but there are existing reporting timeline challenges and adherence issues with state standards.

## **FINDING 4.1 ORGANIZATIONAL TRAINING AND STAFF DEVELOPMENT**

Organizational staff trainings need prioritization. Targeted trainings specific to staff development and organizational need are essential and much more critical to organizational success than the volume of training.

Interviewed supervisors and staff have recognized and articulated the need for improvements in organizational staff and management training and development programs. There is currently an insufficient and inadequately defined or documented structure for employee mentoring and development. During the past months, primarily because of the current Director vacancy and interim assignments, opportunities for training have decreased and pre-approval for trainings have been challenging.

***RECOMMENDATION 4.1.1: Develop a cross-functional Organizational Training/Compliance Team comprised of supervisors, line staff and members of management. Empower them with the responsibility for the development of an Organizational Training Plan for all employees and have them meet periodically with HR staff to assure that appropriate trainings are identified, developed and delivered as indicated. This will enhance learning and development opportunities and facilitate the efficient flow of information across the organization.***

***RECOMMENDATION 4.1.2: Work with HR to develop an initial 4-6 month Public Health Management Development Plan with a focus on specific areas of training including Supervisor/Management training in communication and effectiveness, manager/employee relationships, organizational alignment, hierarchical management, policy and procedure review, vision/mission review, augmentation and development, organizational buy-in and fairness and equity.***

***RECOMMENDATION 4.1.3: Provide members of the Management Team and supervisors with targeted individual and group professional developmental opportunities and trainings, coaching and mentoring focusing on the areas of program oversight and fiscal analysis, delegation, workload management and prioritization, performance documentation and review, and progressive discipline when necessary.***

***RECOMMENDATION 4.1.4: Develop an effective cross training program that enhances team-building, and provides effective programmatic cross-coverage.***

***RECOMMENDATION 4.1.5: Develop an internal Public Health on-boarding process that goes beyond general-county and program specific trainings to provide a broader department focused knowledge and perspective to new hires (an incumbent staff as needed). It should meet the needs of the department, promote organizational identity, teamwork and engagement and dovetail with the HR county-wide orientation process.***

All trainings must be well documented with associated metrics including, staff participant names, dates, content, post class assignments, tests and certifications. This data will improve employee management, attitude and performance and result in broader institutional knowledge and legacy that benefits both staff and the entire organization.

#### **FINDING 4.2 QUALITY ASSURANCE AND EVALUATION**

While adequate services seem to be provided on a consistent basis, there is no department-wide standardized plan for quality assurance oversight and review. Most review seems to be intermittent, reactive and ad hoc rather than consistent, proactive and standardized. It is difficult, if not impossible, to track and determine if clients are achieving desired outcomes without standardized QA review of interventions and measurement of progress. There is currently no single staff position identified as having this department-wide responsibility. QA/QI is currently performed at the independent program level by different staff with no obvious department-wide repository for tracking of evaluation. The most effective quality oversight happens when assigned to a single, department-wide champion who can engage staff and leaders to work to improve areas in the system.

***RECOMMENDATION 4.2.1: Assign MCPH QA oversight to the Chief Equity Officer (or a dual-department identified staff). QA activities dovetail nicely with equity and access issues.***

***RECOMMENDATION 4.2.2: Develop and track client outcomes with individual program data on a consistent program and department-wide basis. QA should be conducted as needed but on an annual basis at a minimum.***

***RECOMMENDATION 4.2.3: The QI/QA assigned staff should notify the appropriate program supervisor with critical updates and recommendations***

#### **FINDING 4.3 FISCAL and BUDGET SUPPORT**

The current fiscal oversight of the Public Health Department is excellent, and the current fiscal manager is doing an admirable job. However, the current workload does not have sufficient support staff and addressing any expanded workload may not be sustainable.

A regular review of budget status will improve overall program performance and better prepare supervisors for the annual budget process when they are asked for achievements and goals.

***RECOMMENDATION 4.3.1: Incorporate structured budget discussions and updates as a regular topic during management/supervisor meetings. Provide specific program updates to supervisors on a one-on-one ad hoc basis as preferred.***

***RECOMMENDATION 4.3.2: Add additional fiscal staff or identify currently filled allocations that can assist with financial oversight and staff engagement. This can most effectively be accomplished through a PH/SS integration.***

**RECOMMENDATION 4.3.3: Provide department-wide fiscal trainings to Public Health managers and supervisors that identify the differences between financial management (supervisor/management function) and fiscal accounting (line staff function) and mentor those skill levels with participating staff.**

**FINDING 4.4 MANDATED SERVICES**

The department does maintain a complete list and is currently in compliance with State of California Mandated (Tier 1) and Essential (Tier 2) services. (Attachment2) . The documents on file are dated 2010 and 2013. There is no documented annual review.

**RECOMMENDATION 4.4: Mandated services should be reviewed, updated as necessary and documented on an annual basis. This review should be confirmed by date and reviewer.**

**VI. PRIORITIZATION OF RECOMMENDATIONS**

All recommendations presented above are consolidated where possible and grouped in the two tables below, The Primary Table contains recommendations that have the most potential risk and impact to MCPH. These should be addressed as quickly as possible. The Secondary Table contains recommendations that are important, but do not have the significant level of urgency, or impact to the department as those in Table 1. These recommendations should be addressed as time and resources allow. Greater detail for each of these recommendations can be found in the body of the report.

PRIORITY RECOMMENDATIONS		
RECOMMENDATION	RESPONSIBILITY *	START TIMELINE 30-120 Days
<b>ORGANIZATIONAL CULTURE</b>		
1.1.1 Communication and Teamwork	Management Team/Supervisors/Staff	30 Days-Ongoing
1.1.2 Staff Interactions	Management Team/Supervisors/Staff	60 Days
1.1.3 Management Skill Trainings	Management Team/Supervisors	90 Days
1.1.4 Staff Skill Trainings	Manager/Supervisor/HR	90 Days
1.3 Onboarding	Manager/Supervisor	60 Days
<b>ORGANIZATIONAL STRATEGY</b>		
2.3 Improve access to MCPH services	Management/Supervisor	30 Days-Ongoing

2.4 Improve Community Outreach	Manager/Supervisor	30 Days Ongoing
2.5 Environmental Health Fees	Department Director/CAO/BOS	90 Days
<b>ORGANIZATIONAL STRUCTURE</b>		
3.1 Redesign Structure	Management Team	30 Days
3.2 Transition Critical Positions	Department Director/HR/CAO/BOS	120 Days
3.3 Dual Director Classification	CAO/BOS	30 days
3.6 Onsite/WFH Staffing Model	Days	30 Days
3.8 Span of Control Analysis	Management/Supervisors	90 Days
3.9 Meeting Management	Management Team	60 Days
3.12.1 Revisit PHO WFH/Onsite Staffing Model	CAO/ Department Director/PHO	30 Days
3.12.2 Encourage Additional PHO Training and Peer Contact	Department Director	30 Days
<b>COMPLIANCE</b>		
4.1 Organizational Trainings	Management Team	120 Days
4.4 Mandated Services	Management Team/Supervisors	120 Days

<b>SECONDARY RECOMMENDATIONS</b>		
<b>RECOMMENDATION</b>	<b>RESPONSIBILITY *</b>	<b>START TIMELINE &gt;120 Days</b>
<b>ORGANIZATIONAL CULTURE</b>		
1.2 Desk Top Job Descriptions	Incumbent and Supervisor	BEGIN ASAP
<b>ORGANIZATIONAL STRATEGY</b>		
2.1 Update Vision and Mission	Management Team/ Staff	BEGIN ASAP
2.2 Update Organizational Goals	Management Team	BEGIN ASAP
2.6 Update Strategic Plan	Management Team	BEGIN ASAP
2.7 Grant Committee	Management Team	BEGIN ASAP
<b>ORGANIZATIONAL STRUCTURE</b>		
3.4 Conduct Staff Salary Survey	Management Team/HR	BEGIN ASAP
3.5 Succession Planning	Management Team	BEGIN ASAP
3.7 Staff input survey	Management Team/Staff	BEGIN ASAP
3.11 Contract Utilization	Management Team	BEGIN ASAP

<b>COMPLIANCE</b>		
4.2 Quality Assurance	QA Manager	BEGIN ASAP
4.3 Fiscal and Budget Support	Fiscal Manager	BEGIN ASAP

**\*RESPONSIBILITY** Specific staff will be identified and assigned as the leader for each of these efforts.

## VII. CLOSING SUMMARY AND ROADMAP FORWARD

It is clear from the findings of this Organizational Assessment that MCPH will benefit greatly by moving forward decisively. Whether the decision is to keep MCPH as a stand-alone department or to engage the broader integration process, transitional reengineering is a critical next step.

The encouraging reality is that current Mono County Public Health management and staff remain dedicated to serving the families and children of Mono County and have their best interests at heart. Employees are committed to providing quality-based services to clients. The department has both the capacity and infrastructure to provide ongoing, essential public health services to the residents of Mono County. With their continuing focus and commitment there is great opportunity for organizational improvement and greater levels of success. There is no one-size-fits-all solution. However, the recommendations and strategies listed above will assist MCPH in increasing its impact on the children, adults and families it serves. Attention to their needs and input is critical.

The organizational culture, including its shared values, beliefs, and interactions, play a vital role in MCPH’s organizational effectiveness and performance. While the consultant cannot verify the truth and veracity of all input, there was an overwhelming amount of concern shared by those interviewed regarding the current challenging nature of the organizational culture and in many instances the current work-from-home (WFH) staffing model.

An organization’s culture is its most precious asset, but it can also become its biggest liability if it is not nurtured and attended to properly. Public health services are built around people serving people and when staff needs are effectively addressed, they are better equipped to serve the population needing assistance.

When employees feel valued, well informed and have a clear understanding of what exactly is expected of them they will be happier and more satisfied in their roles. As a result, they will be better motivated to do an excellent job. Content, productive and engaged staff will assure that MCPH achieves its organizational goals and mission and maintains its history of delivering quality based services.

*MCPH is in need of significant transformational change regarding its organizational culture with particular focus on the areas of communication, transparency, trust and parity and it requires immediate attention. If properly executed this change process can lead to a better work*

environment, an increase in organizational efficiencies and, enhanced employee productivity and performance. Collectively, these outcomes will improve organizational agility and service delivery. However, if not implemented properly, it can result in employee resistance, increased loss of trust, and worst of all, outright failure which will further impair MCPH's service delivery and organizational mission.

Recognition by senior county management of the organizational challenges and value of the recommendations cited in this assessment, coupled with the resolve to take decisive action, is the first and most crucial step to effectively address these issues. Attempting to find short-term fixes that simply address the symptoms of the crisis will fail to assure long term success and the organization will continue to be negatively impacted by these debilitating distractions.

The basic tenets that will impact next step/transitional considerations include:

- What is best for the clients served by the Department?
- What is best for staff employed by the Department?
- What is best for assuring the delivery of quality based, cost-effective services?
- Does the selected approach best support departmental succession planning?

How exactly, can MCPH make the shift from reactive cultural clean-up to proactive cultural vigilance? Interviews, surveys, and communication trainings are only the first steps. The real work begins with developing a change management plan and a communication strategy built around transparency, respect, and trust. Not only does the current culture need to be dismantled but a restructured culture must be built around shared needs beliefs and attitudes. This is a type of organizational investment that takes time and effort.

Immediate attention to these recommendations will result in significant organizational improvements. The process can be daunting. As the challenges associated with addressing and implementing the findings and recommendations of this assessment there are critical areas of attention and focus that must be addressed. There must be a laser focus on organizational culture and communication along with attention to business process and service delivery. MCPH must work closely with the County Administration and the Human Resources Department to successfully orchestrate this transformational cultural change in a strategic manner. Quick fix solutions simply will not work.

On the positive side, current interim senior management recognize this need for change. All members of the Management Team will benefit from team- building opportunities and trainings focused on communication, conflict resolution and building a proactive process to move forward. Staff will benefit from developmental opportunities.

Positive feedback included that staff generally work well together and coordinate services effectively. Most staff believe that all staff are hard working professionals providing quality care to their clients.

At its core, this Organizational Assessment sought to answer 3 basic questions:

- Is MCPH providing the right service to the right client at the right time, in the right setting, at the right cost, resulting in the best outcome?

Overall...YES, with some current work on communication, service access and timeliness of service delivery.

The overall operational culture, in terms of service delivery, revolves around “access”. Managers and staff alike, come to work every day with the mindset of assisting clients to access appropriate and timely services.

As with all organizations, there are unfortunate outliers and missed opportunities. MCPH does not shy away from reviewing these occurrences to learn from them, take appropriate corrective actions to address system deficiencies, and adapt accordingly. State audits and reports support these findings.

- What improvements, interventions and trainings can MCPH provide to improve the organizational culture in terms of communication, trust and respect?

This is the area of the organization that requires the most immediate attention. MRG has provided several recommendations in the body of this document. However, it will be the ongoing responsibility of MCPH management and staff to work closely with the Human Resources Department to address these deficiencies. Staff concerns regarding culture and communication are widespread and are not limited to a few individuals or factions.

- What organizational model will best position MCPH to deliver future quality services to the residents of Mono County?

Mono County Public Health can continue to function as a stand-alone department or merge with Social Services. *The recommendation is to merge with Social Services for the reasons presented in this assessment.*

- Another significant challenge that must be addressed is the current work-from-home (WFH) staffing model. All organizations are reacting and adapting to this new organizational paradigm. The current model is simply not working and does not best support service access and delivery or support teambuilding and organizational culture.

All of the service delivery, leadership and communication challenges that MCPH is currently facing are relatively common in organizations of this size that deliver highly specialized services to a client base with challenging and evolving needs. All interactions that this consultant had during this assessment support the opinion that senior leadership is aware of and sensitive to



the current organizational challenges. Changes will be necessary at all levels of the organization.

It is recommended that these findings be addressed in a structured, incremental manner that is monitored and revisited in six month increments during the next two years to define progress and measure success.

MRG would like to take this opportunity to acknowledge and thank Mono County executive management, senior MCPH management and staff, community service providers and community stakeholders for their openness and willingness to embrace frank conversation and potential change. Change starts at the top and it is critical to note the commitment and desire expressed at the highest levels.

# ATTACHMENTS

# **ATTACHMENT 1**

## **PUBLIC HEALTH STAFF ALLOCATIONS**

Name	Position #	COVID Grant Term Ends	Related Sub Department	Position Title	Occupancy Status	Hierarchy	Unit	Allocated FTE	Full-Part Time	Funded
Vacant	860-PHD-027-01		Public Health	Public Health Director	Vacant	2.0: Depart	ATWILL	100%	Full Time	yes
Colasant, Jacinda	860-PHD-633-01		Public Health	Director of Nursing	Filled	4.0: Staff	MCPE	100%	Full Time	yes
Neer, Marjorie	860-PHD-630-02		Public Health	Health Program Manager / Public Health Nurse	Filled	3.0: Manag	MCPE	100%	Full Time	yes
Martin, Jody	860-PHD-630-01		Public Health	Health Program Manager / Public Health Nurse	Filled	4.0: Staff	MCPE	100%	Full Time	yes
Butters, Stephanie	860-PHD-650-01		Public Health	Fiscal and Administrative Officer II	Filled	4.0: Staff	MCPE	100%	Full Time	yes
Kennelover, Lauren	860-PHD-627-01		Public Health - CTCF	Community Health Program Coordinator I/II	Filled	4.0: Staff	MCPE	100%	Full Time	yes
Chappell-McGovern, B	860-BIO-029-01		Public Health - EPO	Emergency Preparedness Manager	Filled	4.0: Staff	MCPE	100%	Full Time	yes
Riley-Stai, Steph	860-PHD-634-01		Public Health - WIC	WIC Program Director / Registered Dietician	Filled	4.0: Staff	MCPE	100%	Full Time	yes
Wilson, Olivia	860-PHD-634-01		Public Health	Community Health Outreach Specialist	Filled	4.0: Staff	MCPE	80%	Full Time	yes
Gonzalez, Maria	860-PHD-504-01		Public Health	Fiscal Technical Specialist IV	Filled	4.0: Staff	MCPE	100%	Full Time	yes
Raigle, Amber	860-PHD-504-02		Public Health	Fiscal Technical Specialist IV	Filled	4.0: Staff	MCPE	100%	Full Time	yes
Roman, Leah	860-PHD-505-01		Public Health	Fiscal Technical Specialist / WIC Nutrition Assistant	Filled	4.0: Staff	MCPE	100%	Full Time	yes
Cruz-Garcia, Nancy	860-PHD-505-02		Public Health - WIC	Fiscal Technical Specialist / WIC Nutrition Assistant	Filled	4.0: Staff	MCPE	100%	Full Time	yes
Slack, Caryn	860-PHD-028-01		Public Health	Public Health Officer	Filled	3.0: Manag	ATWILL	50%	Part Time	yes
Himes, David	860-PHD-631-02		Public Health	Public Health Nursing Professional	Filled	4.0: Staff	NON	10%	Part Time	yes
Galvan, Melissa	860-PHD-631-03		Public Health	Public Health Nursing Professional	Filled	4.0: Staff	NON	10%	Part Time	yes
Molina, L	860-PHD-047-01		Public Health - Environmental	Environmental Health Manager	Filled	4.0: Staff	ATWILL	100%	Full Time	yes
Kearny, Jill	860-PHD-638-01		Public Health - Environmental	Environmental Health Specialist III	Filled	4.0: Staff	MCPE	100%	Full Time	yes
Vacant	860-PHD-638-02		Public Health - Environmental	Environmental Health Specialist III	Vacant	4.0: Staff	MCPE	100%	Full Time	yes
Dronk, Jon	860-PHD-638-03		Public Health - Environmental	Environmental Health Specialist III	Filled	4.0: Staff	MCPE	100%	Full Time	yes
Barrova, Jennifer	860-PHD-061-01	7/1/23	Public Health - COVID (ELC 1/ELC 2)	Deputy Director of Public Health-Covid-19	Filled	3.0: Manag	ATWILL	100%	Full Time	yes
Barnett, Rachel	860-PHD-069-01	5/31/24	Public Health - COVID (CER1)	Chief Equity Officer	Filled	3.0: Manag	ATWILL	100%	Full Time	yes
Janeff, Emily	860-PHD-628-01	7/31/24	Public Health - COVID (ELC 1)	Epidemiologist	Filled	4.0: Staff	MCPE	100%	Full Time	yes
Vacant	860-PHD-630-04	7/31/24	Public Health - COVID (ELC 1)	Health Program Manager / Public Health Nurse	Vacant	3.0: Manag	MCPE	100%	Full Time	yes
Romp, Kelly	860-PHD-539-01	6/30/23	Public Health - COVID (Z Rd 4)	COVID Response Team Utility	Filled	4.0: Staff	MCPE	100%	Full Time	yes
Wiest, Lori	860-PHD-539-02	6/30/23	Public Health - COVID (WFD)	COVID Response Team Utility	Filled	4.0: Staff	MCPE	100%	Full Time	yes
Vacant	860-PHD-539-01	6/30/23	Public Health - COVID (WFD ELC)	COVID Response Team Utility	Vacant	4.0: Staff	MCPE	100%	Full Time	yes
Barra, Magnolia	860-PHD-634-03	7/31/24	Public Health - COVID (ELC 1)	Community Health Outreach Specialist	Filled	4.0: Staff	MCPE	100%	Full Time	yes
Cruz-Garcia, Emily	860-PHD-634-02	7/31/24	Public Health - COVID (ELC 1)	Community Health Outreach Specialist	Filled	4.0: Staff	MCPE	100%	Full Time	yes
Brown, Kelly	860-PHD-504-04	7/31/24	Public Health - COVID (WFD)	Fiscal Technical Specialist IV	Filled	4.0: Staff	MCPE	100%	Full Time	yes
Diaz-Sandoval, Rosalba	860-PHD-640-01	7/31/24	Public Health - COVID (ELC 2)	COVID Case Investigator	Filled	4.0: Staff	MCPE	100%	Full Time	yes
Cruz, Tiffany	860-PHD-640-02	7/31/24	Public Health - COVID (ELC 2)	COVID Case Investigator	Filled	4.0: Staff	MCPE	100%	Full Time	yes
Vacant	860-PHD-662-01	7/31/24	Public Health - COVID (ELC 2)	COVID Screener - Bilingual	Vacant	4.0: Staff	MCPE	100%	Full Time	yes

33

# **ATTACHMENT 2**

## **MANDATED SERVICES**

# Public Health Mandates (compiled 2013)

## 1) TIER I-MANDATED SERVICES

- a. California Children Services (Health & Safety Code 55 123800, 123850)
- b. Preserve and Protect Public Health (Health & Safety Code 5 101025)
- c. Child Health and Disability Prevention (Health & Safety Code 5 124025)
- d. Tobacco Control/Prevention
- e. Maternal Child Health (Health & Safety Code 5 123550)
- f. Environmental Health Services
- g. Immunization (Health & Safety Code 5 120350)
- h. Disease Control, Epidemiology and Surveillance (Health & Safety Code 5 120175) i. STD/HIV Control (Health & safety code 5 120575)
- j. WIC Program (Health & Safety Code 5 123275)
- k. Public Health Emergency Preparedness
- l. Public Health Officer (Health & Safety Code 55 10100 and 101030)
- m. Medical Marijuana (Health & Safety Code 5 11362.7)
- n. Registrar of Vital Statistics (Health & Safety Code 5 102275)
- o. Indigent Health Care (with social services)

## 2) TIER 2 - ESSENTIAL SERVICES

- a. Healthy Families enrollment-supports Public Health
- b. STD/HIV Testing-supports Public Health
- c. Pregnancy Testing and Referral-supports Public Health
- d. Low Cost Car Seat Program-supports Public Health
- e. Free Bicycle Helmet Program-supports Public Health
- f. Health Promotion and Education-supports Public Health
- g. Community Collaborations and Task Forces-supports Public Health
- h. Condom Distribution Program-supports Public Health

## 3) TIER 3 - LOCAL PRIORITIES

- a. Chronic disease control-Health and Safety-revenue neutral

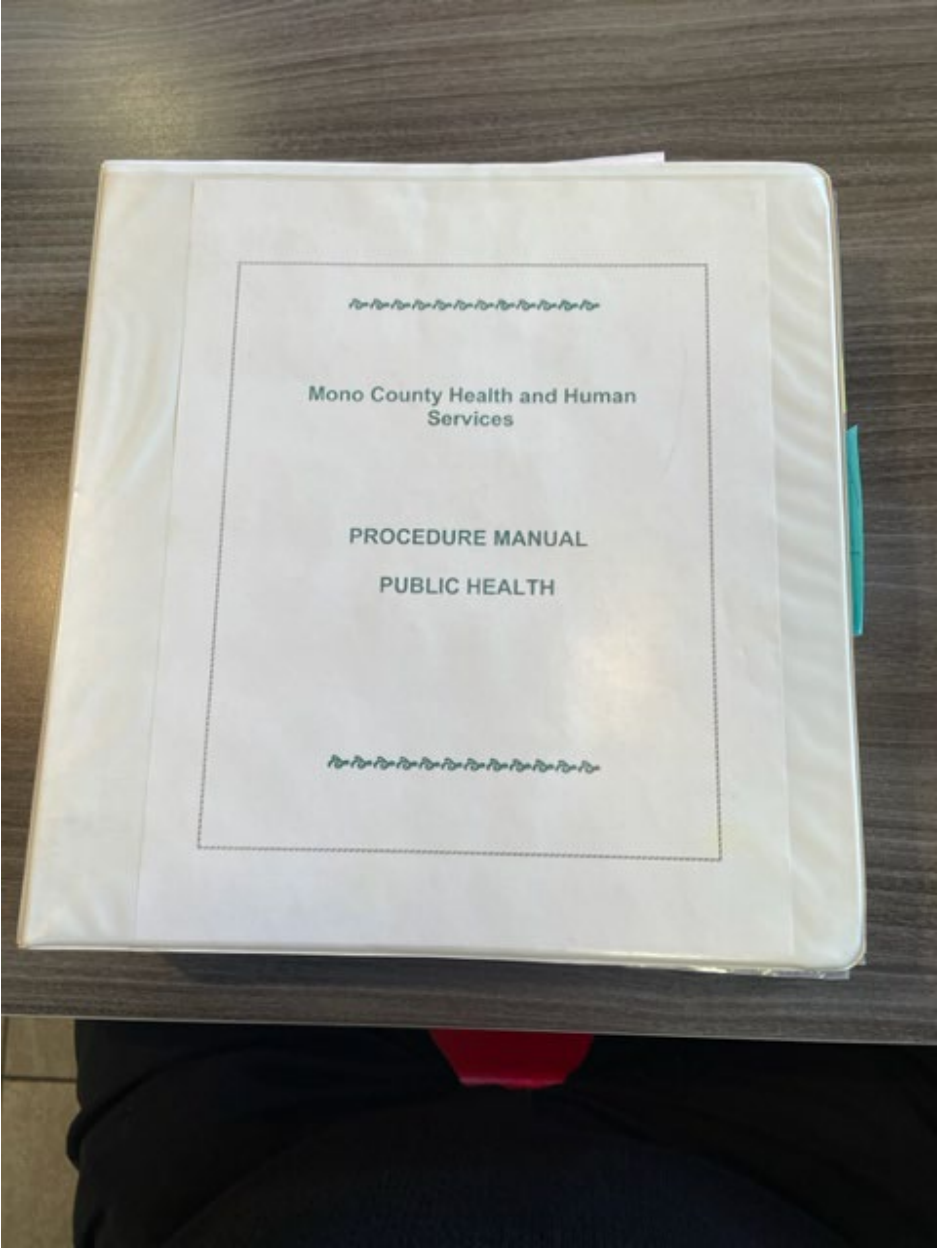
## DEFINITIONS

- ▶ **Tier 1:** Mandated Services-Mandates are required by state or federal regulations or mandated by funding agencies. Mandates do not include mandates set by County ordinances, as the Board has the authority to change these. An example of a mandated service is jail services.
- ▶ **Tier 2:** Essential Services-Essential services are the services we do to support the mandated services. An example of an essential service is Information Technology.
- ▶ **Tier 3:** Beneficial Services (Locally identified priorities)-Services which have been provided historically based on Board determination of benefits to local community. Examples of Beneficial Services is law enforcement patrol and EMS.
- ▶ **Tier 4:** Discretionary Services-Services which the County provides that are truly discretionary. If these services were to not be funded, there would be no significant impact to the Health and Safety of the majority of residents and tourists

# **ATTACHMENT 3**

## **POLICY AND PROCEDURE MANUAL**





**Mono County Health and Human Services**  
**PUBLIC HEALTH PROCEDURE MANUAL**  
**CCS PROGRAM**

**POLICY:** CCS Referrals

**DATE CREATED:** December 20, 2004

**REVISED:** June 30, 2014

**EXPLANATION:** It is the goal of the Mono County Public Health Department to process California Children's Services (CCS) referrals and provide the authorized case management. CCS authorizes and pays for the care of children with certain chronic medical conditions or diseases and those with certain physical limitations. There are financial, residential, and medical eligibility requirements. Please provide the CCS brochure or the CCS website (<http://www.dhcs.ca.gov/services/ccs>) when appropriate. It is often helpful to describe the program as an insurance company that provides case management as well. As Mono County is a dependent county due to size and geographic location, the Southern California Regional Office is the resource office.

A subset of CCS is the Medical Therapy Program (MTP). The MTP is a twice yearly conference for Inyo County and Mono County children, held in Mammoth Lakes or Bishop in order to assist children with chronic orthopedic and physical limitations. The clinic is composed of a pediatrician, orthopedist, nutritionist, physical therapist, occupational therapist, orthotics specialist and durable medical equipment specialist. The child is examined and a history is reviewed. The team then discusses the best plan of care for the child. Physical and occupational therapy is then provided at Sierra Park Therapy adjacent to Mammoth Hospital. The clinic and evaluation are free and do not require financial eligibility. However, if further services are needed, financial eligibility is then necessary.

**PROCEDURE:**

1. Accept and document the date of all referrals or inquiries for the CCS program. A referral for CCS may come from the following:
  - CCS Service Authorization Requests (SAR)
  - Telephone call from family, provider, school personnel, etc
  - Written note from parent
  - Walk-in request
2. Document the following information:
  - Date of request
  - Name of Child and Parent

# **ATTACHMENT 4**

## **CHIEF EQUITY OFFICER**

# Chief Equity Officer

## DEFINITION:

The Chief Equity Officer (CEqO) is an enterprise leadership role, reporting directly to the Public Health Director. The Chief Equity Officer serves as a member of Executive Leadership Team, partnering with other senior leaders to develop and drive forward the key strategies of the organization. The Chief Equity Officer leads Mono County's commitment and strategy to be a diverse, antiracist, equitable, and inclusive organization. S/he/they are responsible for setting and implementing an overarching vision of diversity, equity, and inclusion (DEI) for Mono County—both at the programmatic and administrative levels—that works to eliminate systemic organizational marginalization and promotes inclusion and antiracist practices that will be evidenced through our structures, customs, and leadership. This position requires an inspiring, collaborative, courageous, innovative, and visionary leader with outstanding people and management skills.

## REPORTS TO:

Public Health Director

## ESSENTIAL DUTIES AND RESPONSIBILITIES:

### A Visionary and Strategist

The Chief Equity Officer defines the overarching vision, identity, and strategy to become a diverse, equitable, and inclusive organization both in our Administration and across our communities, Health and Employment programs: This includes:

- Defining — rooted in research, best practice, and community voice — an equity identity and lens, and what our vision of success is for applying them to all that we do. Partnering with leaders to define our future vision for Mono County and engage in strategic planning work for 2022 and our 10-year plan
- Ensuring that our long-term (10-year) and near-term (annual and 2022) plans are fully reflective of and inspired by an equity lens, and reflect our equity identity
  - Collaborating with the Data & Analytics teams to develop and monitor Key Performance Indicators, and analyze and share observations regarding programmatic practice and innovation, internal and external DEI metrics, and organizational culture and practice. Monitoring progress

toward our DEI vision and achievement of our DEI goals as well as the execution of strategies that map toward those goals

- Collaborating with experts to evaluate Mono County's practices, stay current on DEI research and best practices in the homelessness, health, housing, and employment fields and beyond. Additionally, recommend relevant adaptation of Mono County activities and actions in accordance with that learning.

#### A Skilled Leader and Manager

The Chief Equity Officer directly manages the Equity Team, but also works closely with all programmatic teams, as well as many administrative teams, to ensure that organizational culture, practice, and leadership development programming are anchored in our vision for equity and inclusion. To this end, the Chief Equity Officer:

- Leads Mono County's Equity Team in driving Mono County's Equity Strategy, supporting all programs in building their equity practice and culture
- Provides strategic leadership in the development of culturally specific and culturally responsive policy and service delivery models, as well as creating standardized guidelines and criteria for Mono County Culturally Responsive and Culturally Specific programming
  - Develops, implements, and reports on the organizational equity plan in partnership with organizational stakeholders.
  - Ensures alignment among different service lines (Housing, Health, Employment) to support the unique needs and opportunities of culturally specific populations
  - Works closely with Human Resources to design and implement strategies for recruiting and -retaining leaders of color to senior leadership positions at Mono County. Collaborates with Training and Development to develop leadership development curriculum and educational opportunities, to providing career advancement pathways for communities of color and LGBTQ+ staff
- Examines Mono County policies, procedures and practices and identify what needs to evolve, be changed, or initiated,

#### A Gifted Communicator and Diplomat

- The Chief Equity Officer shapes CCC's equity strategy and guides our efforts; they hold up a mirror to our organization, they support our efforts to improve, and they also hold us accountable when we fail. This work requires superb communications skills, both written and verbal, and strong diplomacy skills. The CEQO is a strong listener and able to build a robust network of partnerships across the organization and community in order to achieve DEI goals. More specifically, s/he/they need to:

- Develop consistent communication and feedback mechanisms to ensure we are able to identify, discuss, and address equity issues impacting our clients, residents, and staff. Provide technical assistance to Organization Leadership and other identified agency work groups regarding cross-cultural communications and collaborations.
- Develop communication systems to share best practices, highlight bright spots, and keep staff apprised of key initiatives and activities.
- Partner with Senior management to communicate our commitment, our practices, our accomplishments, and our learnings more broadly.
- Lead Mono County Diversity Committee and working groups, ensuring staff, client, and resident voice is integrated into equity strategy and practice
- Manage and strengthen Mono County's relationships and collaborations with external partners to deliver training and support to achieve our plan.
- Lead strategic engagement with Mono County's Board of Supervisors, including but not restricted to monthly written Board Updates, collaboration on Equity strategic identity and roadmap, and Board DEI Sub-committee, if needed

**SKILLS AND ABILITIES:**

1. Ability to engage with diverse staff and leadership to promote trust, collaboration, and partnership between departments and levels of leadership.
2. Exceptional leadership skills
3. Demonstrated track record in challenging and influencing peers to approach all work with an equity lens
4. Ability to develop and monitor indicators of organizational culture and engage employees and senior leadership to create organizational change.
5. Strong background of managing change throughout a distributed system of entities and teams
6. Deep content knowledge of the diversity, equity, and inclusiveness research base and best practices for organizations striving to become more diverse, equitable, and inclusive
7. Strong interpersonal skills: able to quickly establish credibility to develop and manage productive relationships with internal and external individuals and agencies.
8. Strong management expertise: able to manage multiple projects and to move quickly from one to another.
9. Proven track record of success engaging with communities of color and LGBTQ+ communities

10. Ability to remain solution-focused and respectful in all interactions with staff, coworkers, vendors, and clients.
11. Sufficient manual dexterity and physical ability to perform assigned tasks
12. Ability to manage time and meet deadlines
13. Ability to maintain accurate records and necessary paperwork
14. Ability to provide support and training to other staff

MINIMUM QUALIFICATIONS:

1. Requires a minimum of a BA/BS in social work, psychology, business, education or related field preferred.
2. Minimum 3 years' experience developing and implementing diversity/equity/inclusion programs.
3. Direct service, nonprofit experience preferred.
4. Ability to communicate in languages other than English preferred.
5. Demonstrated understanding of cultural values and norms of various communities, particularly of communities of color, LGBTQ+ and Recovery communities.
6. Understanding of culturally-specific resources available within the community. 7. Effective intercultural communication skills and ability to advocate/address issues of diversity.
8. Sensitivity and understanding of specific barriers which may lead to lack of access and engagement.
9. Experience supervising and leading teams.
10. Experience developing and implementing trainings.
11. Will be required to carry an agency cell phone for work use. Cell phone will be provided by Central City Concern.
12. If a recovering chemically dependent person, must currently be clean and sober.
13. Must possess a current driver's license.
14. Must adhere to agency's non-discrimination policies.
15. Ability to effectively interact with co-workers and clients with diverse ethnic backgrounds, religious views, cultural backgrounds, lifestyles, and sexual orientation, and to treat each individual with respect and dignity.

# **ATTACHMENT 5**

## **EPIDEMIOLOGIST**



## **PUBLIC HEALTH EPIDEMIOLOGIST**

### **DEFINITION**

A Public Health Epidemiologist:

- Utilizes epidemiologic, statistical and research methodologies and techniques to accomplish epidemiological research and surveillance objectives; plans and designs epidemiological studies; develops and conducts case control studies.
- Analyzes and interprets data (including reviewing, assessing, monitoring case reports, health statistics, demographic information and results of laboratory tests) to identify possible epidemic trends; makes recommendations for strategies and intervention to control contagious and other diseases; advises public health officials regarding potential or active epidemic trends and disease patterns, their characteristics, possible causation and potential remedial actions; may assess the impact of disease control interventions on the status of target populations.
- Prepares and presents oral and written reports describing surveillance data and the outcomes of epidemiological investigations to local, state, and federal public health officials and to the community.
- Serves as a resource and technical consultant on epidemiology to the department, public health officials, and other local and state community providers.
- Coordinates and maintains epidemiological data using information technology including but not limited to epidemiological software applications and comprehensive statistical software.
- Writes research related or grant funding proposals and collateral reports and/or correspondence based on epidemiological hypotheses and findings.

### **DISTINGUISHING CHARACTERISTICS**

- Demonstrated ability to effectively communicate orally and in writing with public health and healthcare professionals and internal partners.
- Ability to perform data entry, data cleaning, and data quality assessment with attention to detail.
- Knowledge and application of Health Insurance Portability and Accountability Act (HIPAA) requirements and protection of health information.
- Knowledge and skills related to analysis of public health surveillance data.
- High level analytical and problem-solving skills.
- Ability to complete assignments in a timely and efficient manner. Ability to prioritize and manage multiple tasks and work independently.
- Demonstrate reliability and integrity.
- Prior knowledge and experience in use of CalREDIE preferred.
- Fluency in spoken English.

### **REPORTS TO**

Public Health Director or designee

## CLASSIFICATIONS DIRECTLY SUPERVISED

May directly supervise staff and provide lead direction to other staff as assigned

## EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES

- Respond to special data requests including clarifying race/ethnicity, occupations, and underlying medical conditions of reported COVID-19 cases and deaths.
- Communicate effectively and efficiently with unit and team members via telephone and email.
- Clean data and maintain data quality and completeness.
- Analyze data as requested (e.g., to link birth record and death certificate data to CalREDIE COVID-19 cases to clarify race/ethnicity).
- Assist with the generation of data sets, data visualizations and written and oral reports.
- Be present at meetings, if applicable.
- Participate in conference calls with epidemiology and laboratory partners at CDPH or other local and federal partners as needed.
- Write research related or grant funding proposals and collateral reports and/or correspondence based on epidemiological hypotheses and findings.
- Perform other duties as directed by the Health Director and Health Officer. • Collaborate effectively in a team environment.

## 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 lbs; correct hearing and vision to normal range; verbal communication; use of office equipment, including computer, telephone, calculator, copiers, and FAX.

## TYPICAL WORKING CONDITIONS

Work is usually performed in an office environment; travel within Mono County as required for program implementation; frequent contact with staff and the public. Incumbent may work holidays or hours outside of the normal work schedule infrequently. All Mono County employees are Disaster Service Workers in the event of a disaster.

## DESIRABLE QUALIFICATIONS

### Knowledge of:

- Modes of disease transmission and epidemic patterns of disease in the community.
- Epidemiological features of infections significant to public health.
- Epidemiological trends and disease patterns, their characteristics, and possible causation.

- Design methodology and statistical methods used in epidemiological studies.
- Use and availability of demographic data; word processing.
- Computer programming and processing methods to generate, organize, and display complex statistical and other research data.
- Current epidemiological and related literature.
- Basic computer and modern office automation technology relevant to department operations computer-based comprehensive statistics, graphics and database software.

Ability and willingness to:

- Understand and apply pertinent local state rules, regulations and procedures to public health programs.
- Establish and maintain cooperative working relationships with staff; policy makers, public, and other community and public agencies and other local regional, state, and federal agencies.
- Speak in public and be comfortable with people of all ages, cultures, race/ethnicities, socio-economic backgrounds, genders, and temperaments.
- Communicate effectively in both oral and written forms.
- Organize workload and set priorities.
- Work independently as needed.
- Prepare and present reports.
- Maintain and organize records and files.
- Use social media, office equipment and Microsoft software programs
- Support and follow the Public Health Department's goals, guiding principles, and Mission-Vision-Values Statement.

Education and Experience

Possession of a master's degree from an accredited college or university in epidemiology, biostatistics or a related public health field (with a minimum of one year of course work in epidemiology and one year in biostatistics).

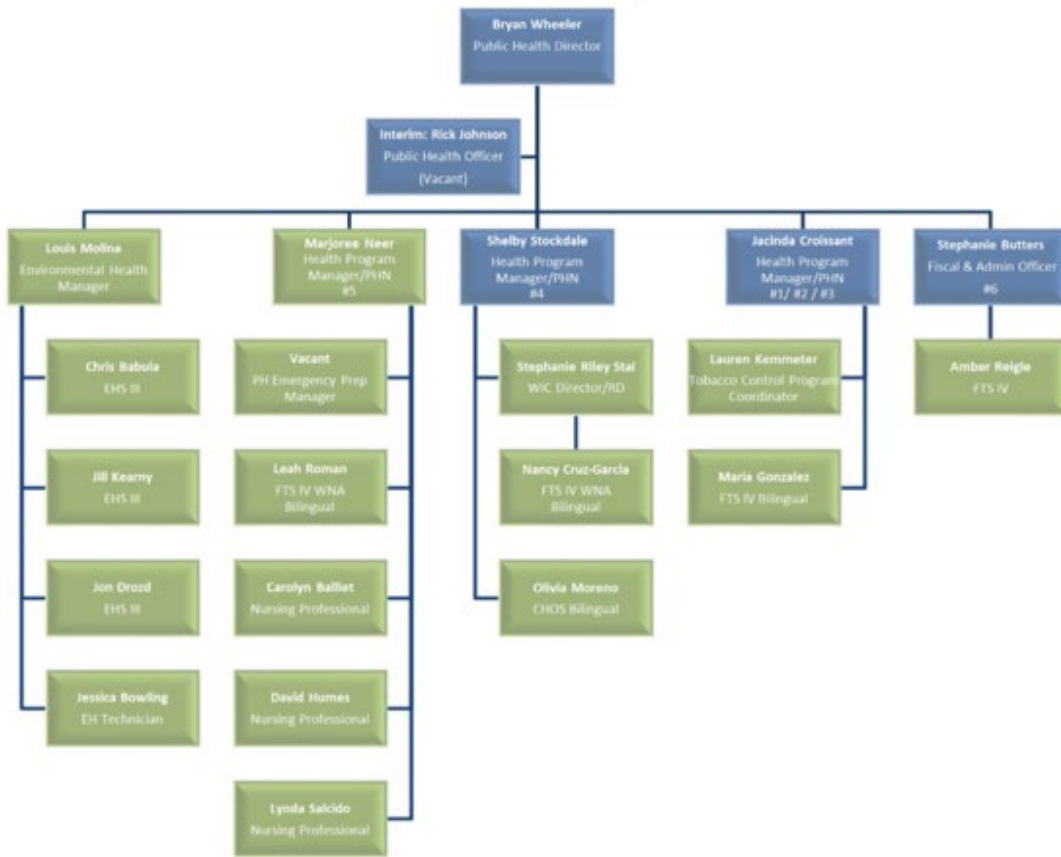
Special Requirements

Possession of a valid driver's license

# **ATTACHMENT 6**

## **COMPARISON COUNTY ORGANIZATIONAL STRUCTURES**

## Mono County Health Department Organizational Chart Fiscal Year 2021/22





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• • • • •

## *Divisions*

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**PUBLIC HEALTH  
SERVICES**



**CHILDREN AND  
ADULT SERVICES**



**COMMUNITY SERVICES &  
WORKFORCE DEVELOPMENT**



**PUBLIC  
ASSISTANCE**



**FINANCE &  
ADMINISTRATION**

ALPINE COUNTY HEALTH & HUMAN SERVICES

Search...



Health Department Clinic



Immunizations



Public Assistance Programs



Child Protective Services



Public Health Services



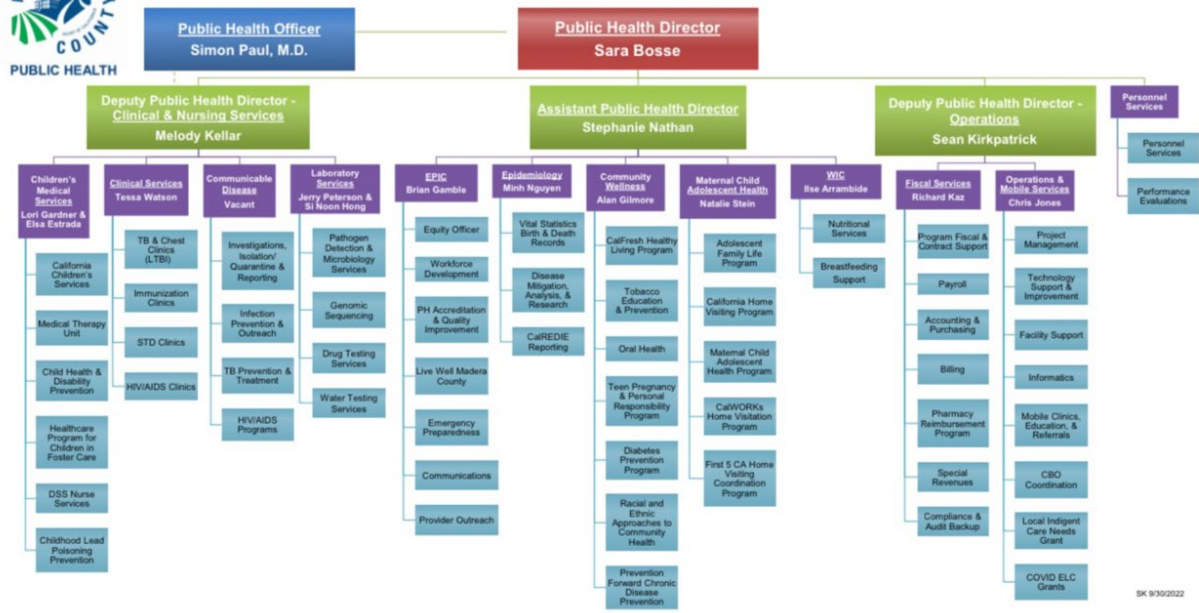
Adult Services

HEALTH AND HUMAN SERVICES NEWS 





## Madera County Department of Public Health



SK 9/30/2022

# EMERGENCY ALERT

Oak Fire Recovery Services  
[Read On...](#)

Human Services Division +

Administrative Services Division +

Non-Discrimination Policy and Language Access

North County HHSA Center

Locations and Services

Community Partners and Member Boards +



## Mariposa County Health & Human Services Agency

*Healthy. Safe. Thriving.*

Agency Vision: "Enhancing well-being in a safe and thriving community."

We have organized our services into common areas of need to help you more easily find the programs or services that you are seeking. Please choose a division to continue:

**HEALTH SERVICES DIVISION**

[HEALTH SERVICES](#)

**HUMAN SERVICES DIVISION**

[HUMAN SERVICES](#)

**ADMINISTRATIVE SERVICES DIVISION**

[ADMINISTRATIVE SERVICES](#)

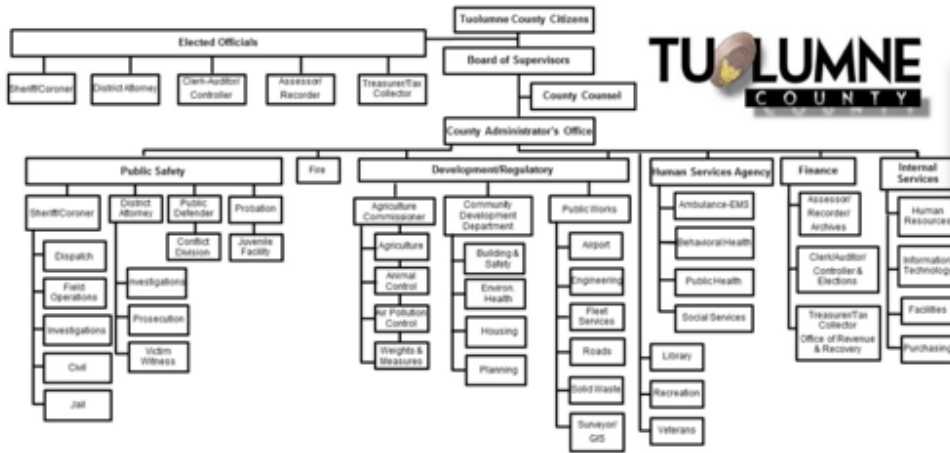


[NOVEL CORONAVIRUS \(COVID-19\) INFORMATION](#)



# Tuolumne County

## Organizational Chart

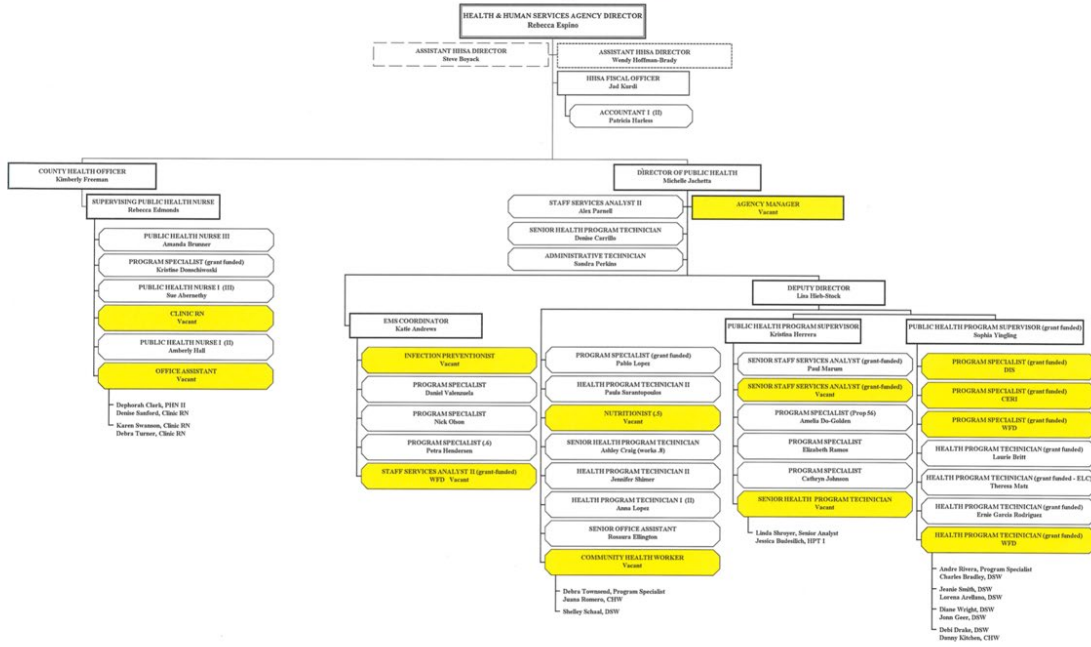


**Vision:**  
 Tuolumne County is a place where all citizens enjoy opportunities to thrive in a safe, healthy and productive community.

Tuolumne County Organizational Chart  
 September 18, 2020

# HEALTH DEPARTMENT

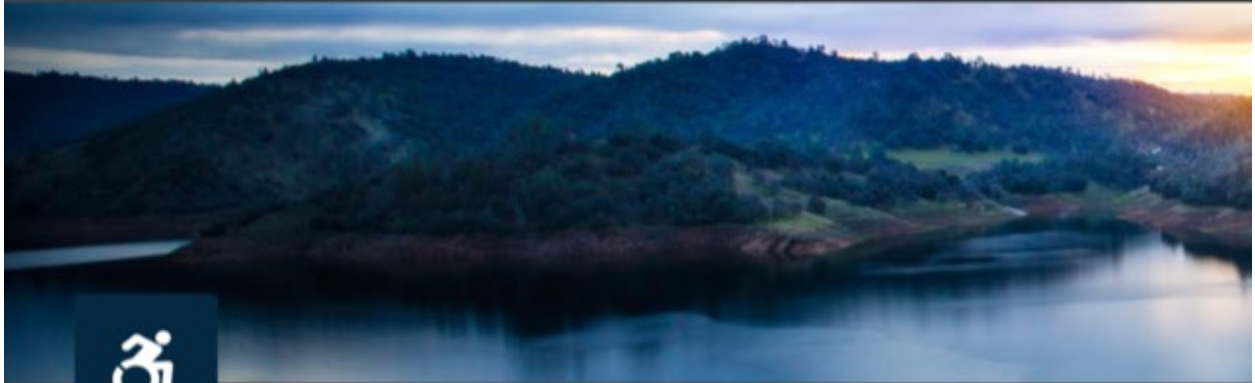
Effective August 1, 2022





# Calaveras County

MENU



## Health & Human Services Agency

Cori Allen, Director

Michael Magaña, Assistant Director

## **- Hour Crisis Response**

Crisis intervention services available 24 hours a day, 7 days a week, call 1-800-499-3030 or 925-734-2000

## **Community Information Center Dashboard**

View interactive dashboard for power & E outages/PSPS and more.

## **Employment Opportunities**

To view a list of current vacancies in Calaveras County, visit the Merit System Services (MSS) website.

## **How to Reach Us Printable Brochure**

## **Medi-Cal Beneficiaries and Families**

## **Agency Divisions**

**Calaveras Mariposa Community Action Agency (CMCAA)**

**First 5 Calaveras**

**Human Services**

**In-Home Supportive Services**

**Mental Health**

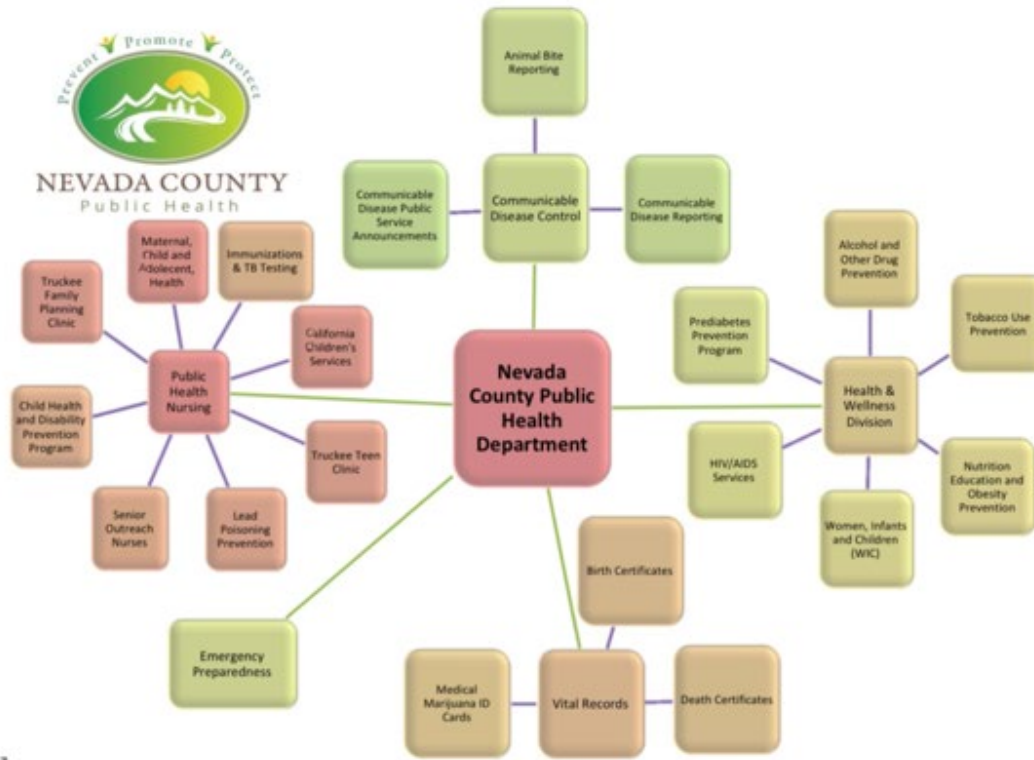
**Public Health**

**Substance Abuse**

**Veterans Services**



## Organizational Chart of Nevada County Public Health's Programs and Services



05/2017





### **The Health Services Agency (HSA)**

The County of Santa Cruz Health Services Agency (HSA) exists to protect and improve the health of the people who live within Santa Cruz County. We have an amazing staff who are dedicated to supporting you.

- We provide health education, advocacy, planning, and clinical services designed to promote and protect the health of the community
- We follow regulations implemented by the regulatory federal, state and local agencies
- We implement policy set by the Board of Supervisors

### **Services are organized into five major program areas**

- Administrative Services
- [Behavioral Health \(Mental Health & Substance Abuse Services\)](#)
- [Clinic Services](#): Outpatient Medical Clinics (Federally Qualified Health Centers (FQHC))
- [Environmental Health](#)
- [Public Health](#)



## Health and Human Services

[Home](#) > [Departments](#) > [Health and Human Services](#)

### Director's Message

Welcome to the Department of Health and Human Services. We are a multi-branch department dedicated to serving the community. We strive to provide quality services through our various programs and services. Every day, our services benefit those with welfare, health, mental health, and safety needs throughout Del Norte County. Thank you for the opportunity to assist you and your loved ones.

- Ranell Brown, Director

### Mission Statement:

The mission of the Department of Health and Human Services is to respectfully promote the health, safety, self-sufficiency and well-being of children, families and individuals, creating hope for the future.

- [Behavioral Health Branch](#)
- [Public Assistance/Employment & Training Branch](#)
- [Public Health Branch](#)
- [Social Services Branch](#)

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County of Del Norte

#### Department of Health & Human Services

##### Social Services Branch

880 Northcrest Drive  
Crescent City, CA 95531  
Phone [\[707\] 464-3191](tel:7074643191)

##### Public Assistance / Employment & Training Branch

880 Northcrest Drive  
Crescent City, CA 95531  
Phone [\[707\] 464-3191](tel:7074643191)



## Public Health Branch

[Home](#) > [Departments](#) > [Public Health Branch](#)



**Ranell Brown, MSML, IPMA-SCP** | Director  
**Dr. Aaron Stutz, MD, FAAEM** | Public Health Officer

[Report Abuse](#)

400 L Street Crescent City, CA 95531  
[\(707\) 464-0861](#) | Fax [\(707\) 465-6701](#)

Del Norte County Public Health is engaged in a broad range of activities designed to promote and protect the health of individuals, families and our community. We provide clinical and preventive services, and work with local health care providers and other community partners to connect people with the resources they need.

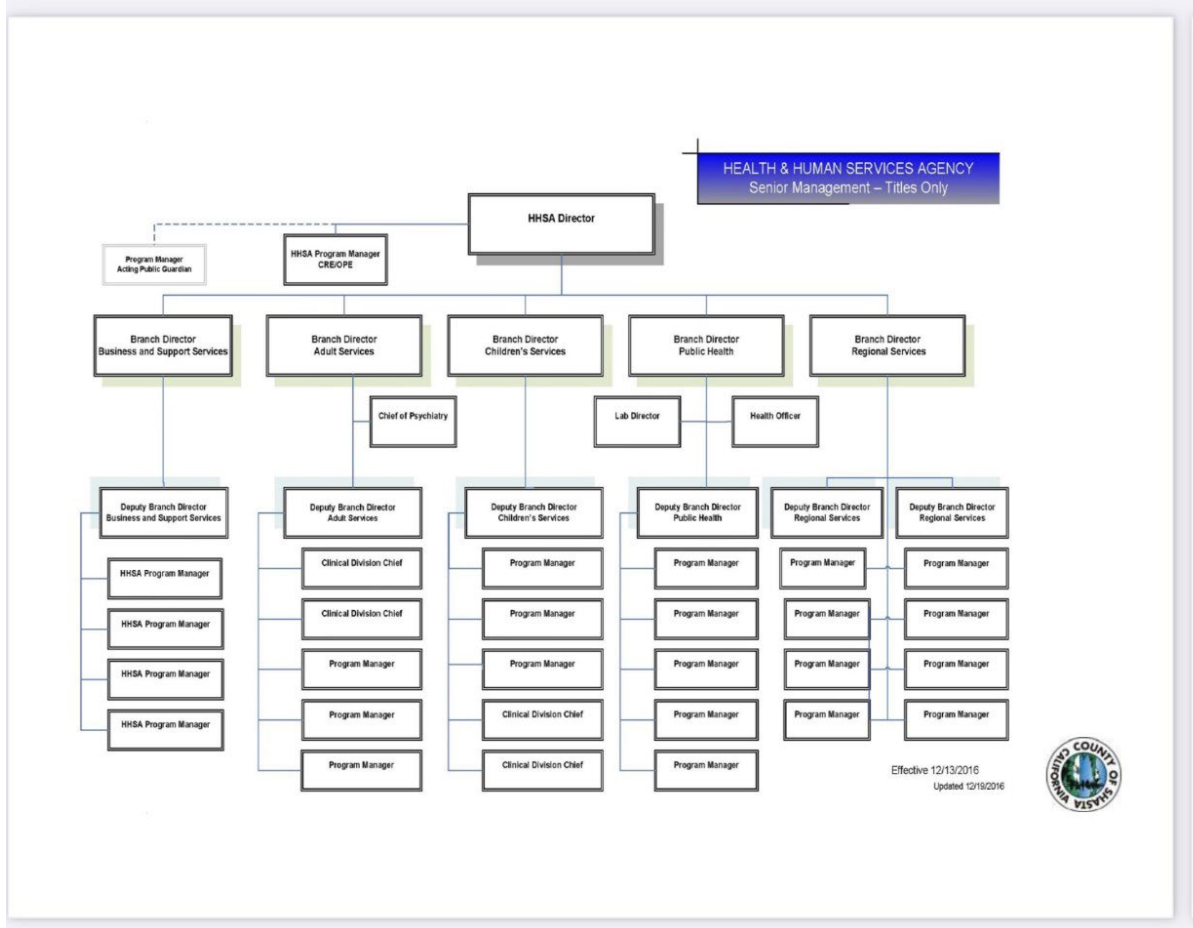
We partner with people to educate, advocate, coach, and guide our community toward a healthier future.

All COVID-19 information and resources are located on our [COVID-19 Information Hub](#).

<b>Vital Statistics</b> Looking for birth or death certificates? Call <a href="#">(707) 464-7216</a> Or visit the <a href="#">Clerk/Recorder page</a>	<b>Environmental Health</b> Looking to report an environmental health hazard? Call <a href="#">(707) 465-0426</a> Or visit the <a href="#">Environmental Health page</a>	<b>Animal Services</b> Looking to report an animal bite? Call <a href="#">(707) 464-7235</a> Or visit the <a href="#">Animal Services page</a>
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# SHASTA COUNTY



10:31 PM Wed Nov 23

shastacounty.gov

12%



Home

COVID-19

Services

- Behavioral Health

- Substance Use Recovery

- Medical Clinic

- Public Health

- Emergency Preparation





The Health & Human Services Agency is made up of the following major divisions:



Glenn 2-1-1 links you to free low-cost community resources. Click on the icon below to search the website.

For assistance by phone dial 2-1-1 (1-866-

GLENN COUNTY HEALTH & HUMAN SERVICES AGENCY

420 E. Laurel Street  
Willows, CA 95988

PUBLIC & BEHAVIORAL HEALTH  
240 - 242 N. Villa Avenue  
Willows, CA 95988

GLENN SUCCESS SQUARE  
125-127 E. Walker Street  
Orland, CA 95963

GLENN COUNTY BEHAVIORAL HEALTH ORLAND  
1187 E. South Street  
Orland, CA 95963

MON - FRI:  
8:00 am-5:00 pm

PRIMARY PHONE:

(530) 934-6514

TOLL FREE PHONE:

(800) 339-9236



# YUBA COUNTY

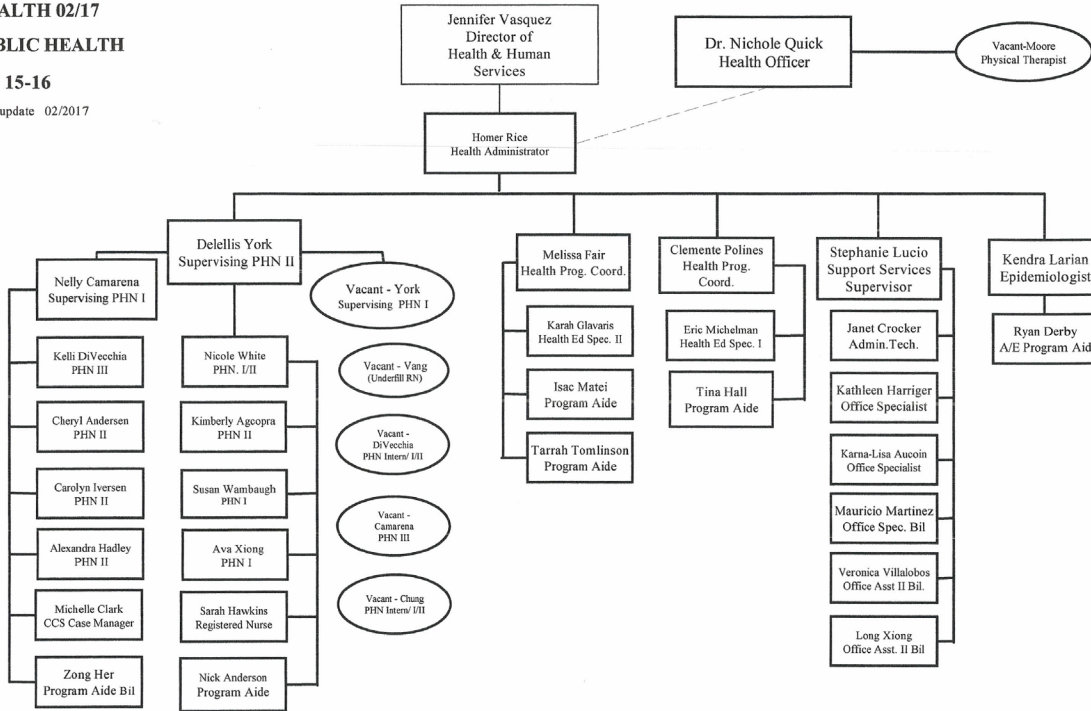
## HEALTH and HUMAN SERVICES DEPARTMENT

HEALTH 02/17

PUBLIC HEALTH

FY 15-16

Last update 02/2017



38  
Positions

# **ATTACHMENT 7**

## **ONBOARDING**





**MONO COUNTY HEALTH DEPARTMENT**  
**Public Health**

P.O. BOX 476, BRIDGEPORT, CA 93517 PHONE (760) 932-5580 • FAX (760) 932-5284  
 P.O. BOX 3329, MAMMOTH LAKES, CA 93546 PHONE (760) 924-1830 • FAX (760) 924-1831

**New Employee Information**

Name:	Start Date:
Position:	Supervisor:
Office Number:	Phone Number:

**Onboarding Checklist**

Task	Point Person	Status
<b>Before First Day</b>		
Send Welcome Email with Important Information and Answer any Questions.	Director	
Ensure Computer, Phone, E-mail, VPN, E-Fax, Shared Calendars, and Training Accounts are Set Up	Director	
Assign an Onboarding Buddy	Director	
Assign and Prepare Workspace and Provide Office Supplies as Needed	Supervisor	
Prepare Accounts Access Paperwork if Applicable	Supervisor	
Submit New Employee PAF to Human Resources	Fiscal Team	
Request Cal Card from Finance	Fiscal Team	
Add to Payroll Allocation Spreadsheet Create Timesheet	Fiscal Team	
Create Timesheet	Fiscal Team	
Request Fuel Pin from Public Works and Town of Mammoth Lakes	Front Desk	
Make Keys for Front Doors and Office	Front Desk	
Print Business Cards	Front Desk	
<b>Bridgeport Orientation: First Day</b>		
Complete and Sign New Employee Paperwork	HR	
Receive Copy of Employee Manual	HR	
Take Picture for Employee Identification Badge	HR	
IT Overview and Training	IT	
Time Study Training	Fiscal Team	
Receive Copy of Payroll Calendar	Fiscal Team	
<b>New Employee Orientation: First Day</b>		
Meet with Supervisor	Supervisor	
Review Department Mission, Vision & Values	Supervisor	
Review and Sign County Privacy Notification	Supervisor	
Review Confidential/HIPAA Compliant Email/Fax	Supervisor	
Review Cell Phone Policy and Complete Form for Human Resources	Supervisor	
Complete SPMP Paperwork (if Applicable)	Supervisor	
Meet Onboarding Buddy	Supervisor	
Tour Facility and Introductions	Supervisor	
Door Codes – 1021 Public Health & South Wing/8050 South Wing	Supervisor	



**MONO COUNTY HEALTH DEPARTMENT**  
**Public Health**

P.O. BOX 476, BRIDGEPORT, CA 93517 PHONE (760) 932-5580 • FAX (760) 932-5284  
 P.O. BOX 3329, MAMMOTH LAKES, CA 93546 PHONE (760) 924-1830 • FAX (760) 924-1831

Bathroom		
Receive Keys and Hexa Key Training – Lockbox 2134	Supervisor	
Receive Employee Contact List/Staff Directory	Supervisor	
Calendar & Whiteboard Scheduling	Supervisor	
Receive Computer/Laptop	Supervisor	
Review IT Contact – x5500 #3 or support@mono.ca.gov	Supervisor	
Set up Email Preferences and Signature	Supervisor/IT	
Set Internet Explorer as Default Application	Supervisor/IT	
Set Mononet as Default Internet Homepage	Supervisor/IT	
Add Time Study Program to Favorites	Supervisor/IT	
Set Default Printer – Code 800/Password 2350	Supervisor/IT	
Add Shared Calendars if Applicable	Supervisor/IT	
Phone Orientation – Netvanta Training and Voicemail Set Up	Supervisor/IT	
<b>First Week</b>		
Review and Sign HIV Security and Confidentiality Training (if Applicable)	HIV Program	
Review and Sign CHDP Confidentiality Agreement (if Applicable)	HIV Program	
Blood Borne Pathogen Training (if Applicable)	HIV/IZ Program	
Mandated Reporter Training and local contacts (if Applicable)	Supervisor	
Review Mono County Website	Supervisor	
Review Health Department Shared Drives	Supervisor	
Review Emergency Action Plan Policy and Procedure	Supervisor	
Review Travel Authorization and Reimbursement Forms	Supervisor	
Review Credit Card Usage Forms	Supervisor	
Review Time Off Request Form and Policy – Check on Calendar and Write Requested Dates in Pencil	Supervisor	
Review Mileage Log and County Vehicle Sign Out	Front Desk	
Review Fueling County Cars at Town and County Pumps	Front Desk	
Orientation to E-Fax	Front Desk	
<b>First Month</b>		
Review Probation Period and Evaluation Dates	Supervisor	
Programmatic Orientation – Systems, Drives, Programs, Files	Supervisor	
Review Organizational Structure of Department	Supervisor	
Review Community Resources and Partners– Welcome Email	Supervisor	
Review MCPE MOU	Supervisor	
Review Food and Beverage Policy	Supervisor	
New Employee Department Trainings on TRAIN	Supervisor	
Schedule Orientation Meetings with Public Health and Environmental Health Staff	Supervisor	
EPO Orientation with Deb Diaz	Emergency Prep	
Fill Out Emergency Contact Information Sheet	Emergency Prep	



**MONO COUNTY HEALTH DEPARTMENT**  
**Public Health**

P.O. BOX 476, BRIDGEPORT, CA 93517 PHONE (760) 932-5580 • FAX (760) 932-5284  
 P.O. BOX 3329, MAMMOTH LAKES, CA 93546 PHONE (760) 924-1830 • FAX (760) 924-1831

Provide Copies of Professional Licenses and CPR/AED/First Aid Training	Emergency Prep	
CAHAN Training	Emergency Prep	
Review Call Out Procedure	Emergency Prep	
ICS – Emergency Management Training	Emergency Prep	
FIT Testing – N95 Respirator Mask	Emergency Prep	
<b>First 90 Days</b>		
3 Month Evaluation	Supervisor	
Review Performance Objectives and Set Individual Development Goals	Supervisor	
Gather Feedback on Orientation Process from Employee	Supervisor	
Provide Onboarding Feedback to Manager and Discuss the Need for Additional Training or Resources to Improve Job Performance	Supervisor	
Meet with Key Stakeholder and Community Resources as Appropriate	Supervisor	
<b>First Year</b>		
Final Probation Evaluation	Supervisor	
Complete New Employee Survey and Address any Issues	Supervisor	
Congratulations on Completing New Employee Onboarding!	Supervisor	

\_\_\_\_\_  
 Employee Signature

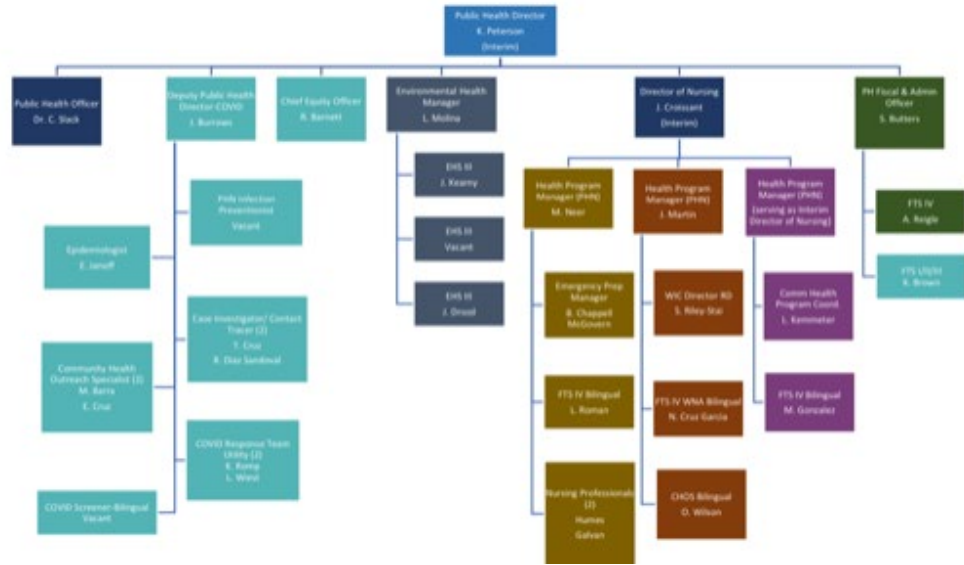
\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Supervisor's Signature

\_\_\_\_\_  
 Date

# **ATTACHMENT 8**

## **INTERIM PUBLIC HEALTH ORGANIZATIONAL CHART**



# **ATTACHMENT 9**

## **MRG CONSULTANT CV**



**San Francisco Bay Area**  
**Sacramento Area**  
P.O. Box 561, Wilton, CA 95693

Main Telephone: (866) 774-3222 [www.solutions-mrg.com](http://www.solutions-mrg.com)



**James T. Gandley DDS, MPH**

Telephone: (530) 308-1751  
[jgandley@solutions-mrg.com](mailto:jgandley@solutions-mrg.com)

James T. Gandley, DDS, MPH, is a recognized expert in executive organizational management, organizational assessments, leadership development and health policy. He is a highly sought after mentor, working with managers and executives on a variety of leadership issues. Dr. Gandley is a certified professional coach with an impressive track record of helping organizations and individuals reach their potential. He has extensive executive management experience in transformative organizational redesign, strategic planning, change management, resource allocation and human resource management.

Dr. Gandley has worked extensively with executive management and elected and appointed Board members on their effectiveness. He regularly provides one-on-one and group professional development career coaching and new hire on-boarding and leadership assistance for public and private organizations. In addition to helping new leaders develop their skill set and adapt to their evolving roles, Dr. Gandley is an expert in Public Health. He has crafted, supported and testified in support of numerous evolving health-oriented legislation before the California Legislature.

Prior to his affiliation with MRG, Dr. Gandley served 22 years with Placer County where he provided senior executive oversight and strategic direction for Health and Human Services policies, operational plans, and human resources. Programs under his purview included Public Health, Mental Health, Alcohol and Drug Programs, Children's Services, Human Services, Medical Services including County medical and dental clinics, Environmental Health Services, and Animal Control Services.

Before his government service, Dr. Gandley served as an Assistant Clinical Professor in the Department of Dental Medicine and Radiology at Loyola University School of Dentistry, was a staff member at St. Francis Hospital, and maintained a private dental practice.

In addition to his certification as a professional coach, he is currently a member of the American Dental Association and the American Public Health Association, and is a past member of the County Health Executives Association of California (CHEAC).



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** June 6, 2023

**Departments: Sheriff**

**TIME REQUIRED** 30 minutes

**PERSONS APPEARING BEFORE THE BOARD** Sheriff Ingrid Braun

**SUBJECT** Department Overview - Sheriff's Office

### AGENDA DESCRIPTION:

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

Presentation by Sheriff Ingrid Braun regarding an overview of the Sheriff's Office

### RECOMMENDED ACTION:

None, informational only. Provide any direction to staff.

### FISCAL IMPACT:

None.

**CONTACT NAME:** Ingrid Braun

**PHONE/EMAIL:** / ibraun@monosheriff.org

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

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No Attachments Available

### History

Time	Who	Approval
5/25/2023 3:43 PM	County Counsel	Yes
5/24/2023 8:27 AM	Finance	Yes
5/25/2023 3:59 PM	County Administrative Office	Yes





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 6, 2023

**Departments: Emergency Management**

**TIME REQUIRED** 30 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Chris Mokracek, Emergency  
Management Director

**SUBJECT** Department Overview - Emergency  
Management

**AGENDA DESCRIPTION:**

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

Presentation by Chris Mokracek to update the Board of Supervisors and public on Emergency Management functions, operations, goals, and objectives.

**RECOMMENDED ACTION:**

None, informational only. Provide any direction to staff.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Chris Mokracek

**PHONE/EMAIL:** 760-924-4633 / cmokracek@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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**History**

Time	Who	Approval
5/25/2023 3:43 PM	County Counsel	Yes
5/30/2023 12:54 PM	Finance	Yes
5/31/2023 5:22 PM	County Administrative Office	Yes



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 6, 2023

**Departments: CAO**

**TIME REQUIRED** 10 minutes

**SUBJECT** Legislative Update

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Mary Booher, Interim County  
Administrative Officer

**AGENDA DESCRIPTION:**

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

Presentation by Mary Booher, Interim County Administrative Officer, providing a legislative update on (1) State budget actions regarding the inclusion of funding to reimburse the County for Insufficient Educational Revenue Augmentation Fund (ERAF), (2) updates on potential impacts related to federal legislation related to raising the debt ceiling, and (3) legislation to support continued use of flame retardant in fighting wildland fires.

**RECOMMENDED ACTION:**

Approve letters of support for legislation to support the continued use of flame retardant in fighting wildland fires. Provide any desired direction to staff.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Mary Booher

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">LaMalfa Coalition Letter</a>
<input type="checkbox"/> <a href="#">Lummis Coalition Letter</a>

History

Time

Who

Approval

6/1/2023 1:55 PM	County Counsel	Yes
6/1/2023 1:46 PM	Finance	Yes
6/1/2023 1:55 PM	County Administrative Office	Yes



Jennifer Kreitz~District One   Rhonda Duggan~District Two   Bob Gardner~ District Three  
John Peters~District Four   Lynda Salcido~District Five

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## **BOARD OF SUPERVISORS COUNTY OF MONO**

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P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5530

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

*Scheereen Dedman, Clerk of the Board*

June 6, 2023

The Honorable Kevin McCarthy  
Speaker of the House  
U.S. Capitol Building  
Washington, D.C. 20515

The Honorable G.T. Thompson  
Chairman  
House Committee on Agriculture  
1301 Longworth House Office Building Washington, D.C. 20515

The Honorable Bruce Westerman  
Chairman  
House Committee on Natural Resources  
1324 Longworth House Office Building Washington, D.C. 20515

The Honorable Sam Graves  
Chairman  
House Committee on Transportation & Infrastructure 2165 Rayburn House Office Building  
Washington, D.C. 20515

The Honorable Hakeem Jeffries  
House Minority Leader  
U.S. Capitol Building  
Washington, D.C. 20515

The Honorable David Scott  
Ranking Member  
House Committee on Agriculture  
1010 Longworth House Building  
Washington, D.C. 20515

The Honorable Raul Grijalva  
Ranking Member  
House Committee on Natural Resources  
1322 Longworth House Building  
Washington, D.C. 20515

The Honorable Rick Larsen  
Ranking Member  
House Committee on Transportation & Infrastructure 2165 Rayburn House Office Building  
Washington, D.C. 20515

**Re: Support the Forest Protection and Wildland Firefighter Safety Act of 2023**

Dear Speaker McCarthy, Leader Jeffries; Chairs Thompson, Westerman, Graves; Ranking Members Scott, Grijalva, and Larsen:

We, the undersigned special districts altogether providing fire protection and emergency response, critical infrastructure, and essential community services in the wildland-urban interface (WUI), urge you to expeditiously consider bipartisan legislation – *the Forest Protection and Wildland Firefighter Safety Act of 2023* (H.R. 1586) – to ensure that wildland firefighters can continue to use fire retardant in their battle to combat deadly wildfires and protect our communities.

Fire retardant is a proven tool that is effective in slowing wildfire advancement. Federal, state, and local fire agencies have long used it with the understanding that a National Pollution Discharge Elimination System (NPDES) permit was not required due to fire control's classification as a silvicultural activity. It is also based on communication from the Environmental Protection Agency dating back to 1993.

The *Forest Protection and Wildland Firefighter Safety Act* would codify this long-accepted exemption into law. More importantly, it would ensure that firefighting agencies can continue to use retardant suppress fire for the defense of public health, public safety, and critical infrastructure.

We support H.R. 1586 with the understanding that common retardants do not contain chemicals or substances that compromise the ability to deliver clean drinking water to communities, are applied with discretion regarding proximity to waterways, and help mitigate destruction to structures and entire communities. In the absence of this critical tool, we are concerned that it will become increasingly difficult to slow the spread of wildfires, a prospect that would result in poor air quality, as well as soil and watershed degradation.

In summary, codifying the NPDES exemption for firefighting agencies' use of fire retardant would allow federal, state, county, city, town, and district fire agencies to effectively respond to wildfires using this fundamental tool. **In doing so, our fire agencies may continue to protect our communities without fear of violating the Clean Water Act.** For these reasons, we support the *Forest Protection and Wildland Firefighter Safety Act of 2023*.

Please use us as a resource on this important matter. If you have any questions or need any additional information from our organizations, contact Cole Arreola-Karr at [colek@nationalspecialdistricts.org](mailto:colek@nationalspecialdistricts.org).

Sincerely,

cc: Congressman Doug LaMalfa  
Members of the House Committee on Agriculture  
Members of the House Committee on Natural Resources  
Members of the House Committee on Transportation & Infrastructure



Jennifer Kreitz~District One   Rhonda Duggan~District Two   Bob Gardner~ District Three  
John Peters~District Four   Lynda Salcido~District Five

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## BOARD OF SUPERVISORS COUNTY OF MONO

---

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5530

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

*Scheereen Dedman, Clerk of the Board*

June 6, 2023

The Honorable Charles Schumer  
Senate Majority Leader  
U.S. Capitol Building  
Washington, D.C. 20515  
The Honorable Tom Carper  
Chairman  
Senate Committee on Environment & Public Works 410 Dirksen Senate Office Building  
Washington, D.C. 20515

The Honorable Mitch McConnell  
Senate Minority Leader  
U.S. Capitol Building  
Washington, D.C. 20515  
The Honorable Shelly Moore Capito  
Ranking Member  
Senate Committee on Environment & Public Works 456 Dirksen Senate Office Building  
Washington, D.C. 20515

### **Re: Support the Forest Protection and Wildland Firefighter Safety Act of 2023**

Dear Leader Schumer, Leader McConnell, Chairman Carper, and Ranking Member Capito

We, the undersigned special districts altogether providing fire protection and emergency response, critical infrastructure, and essential community services in the wildland-urban interface (WUI), urge you to expeditiously consider bipartisan legislation – the *Forest Protection and Wildland Firefighter Safety Act of 2023* (S. 796) – to ensure that wildland firefighters can continue to use fire retardant in their battle to combat deadly wildfires and protect our communities.

Fire retardant is a proven tool that is effective in slowing wildfire advancement. Federal, state, and local fire agencies have long used it with the understanding that a National Pollution Discharge Elimination System (NPDES) permit was not required due to fire control's classification as a silvicultural activity. It is also based on communication from the Environmental Protection Agency dating back to 1993.

The *Forest Protection and Wildland Firefighter Safety Act* would codify this long-accepted exemption into law. More importantly, it would ensure that firefighting agencies can continue to use retardant suppress fire for the defense of public health, public safety, and critical infrastructure.

We support S. 796 with the understanding that common retardants do not contain chemicals or substances that compromise the ability to deliver clean drinking water to communities, are applied with discretion regarding proximity to waterways, and help mitigate destruction to structures and entire communities. In the absence of this critical tool, we are concerned that it will become increasingly difficult to slow the spread of wildfires, a prospect that would result in poor air quality, as well as soil and watershed degradation.

In summary, codifying the NPDES exemption for firefighting agencies' use of fire retardant would allow federal, state, county, city, town, and district fire agencies to effectively respond to wildfires using this fundamental tool. **In doing so, our fire agencies may continue to protect our communities without fear of violating the *Clean Water Act*.**

For these reasons, we support the *Forest Protection and Wildland Firefighter Safety Act of 2023*. Please use us as a resource on this important matter. If you have any questions or need any additional information from our organizations, contact Cole Arreola-Karr at [colek@nationalspecialdistricts.org](mailto:colek@nationalspecialdistricts.org).

Sincerely,

cc: Congressman Doug LaMalfa  
Members of the House Committee on Agriculture  
Members of the House Committee on Natural Resources  
Members of the House Committee on Transportation & Infrastructure





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 6, 2023

**TIME REQUIRED**

**SUBJECT** Closed Session - Labor Negotiations

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

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

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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**History**

Time	Who	Approval
5/26/2023 4:17 PM	County Counsel	Yes
5/22/2023 12:23 PM	Finance	Yes
5/26/2023 4:17 PM	County Administrative Office	Yes



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 6, 2023

**TIME REQUIRED**

**SUBJECT** Closed Session - Existing Litigation

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

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

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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**History**

Time	Who	Approval
5/26/2023 4:14 PM	County Counsel	Yes
5/22/2023 1:47 PM	Finance	Yes
5/26/2023 4:16 PM	County Administrative Office	Yes



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 6, 2023

**TIME REQUIRED**

**SUBJECT** Closed Session - Existing Litigation

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: *Cohen v. County of Mono et al.* (Mono County Superior Court Case No.: 22UCM103).

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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**History**

Time	Who	Approval
5/26/2023 4:15 PM	County Counsel	Yes
5/24/2023 8:26 AM	Finance	Yes
5/26/2023 4:16 PM	County Administrative Office	Yes



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 6, 2023

**TIME REQUIRED**

**SUBJECT** Closed Session - Existing Litigation

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Mono v. KR Property et al. Case number: CV200081

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

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YES  NO

**ATTACHMENTS:**

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**History**

Time	Who	Approval
6/1/2023 7:15 AM	County Counsel	Yes
5/30/2023 12:53 PM	Finance	Yes
6/1/2023 9:20 AM	County Administrative Office	Yes



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

# REGULAR AGENDA REQUEST

Print

**MEETING DATE** June 6, 2023

**TIME REQUIRED**

**SUBJECT** Closed Session - Public Employment

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

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

### RECOMMENDED ACTION:

### FISCAL IMPACT:

### CONTACT NAME:

**PHONE/EMAIL:** /

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

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#### History

Time	Who	Approval
5/26/2023 4:14 PM	County Counsel	Yes
5/22/2023 12:24 PM	Finance	Yes
5/26/2023 4:17 PM	County Administrative Office	Yes



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 6, 2023

**TIME REQUIRED**

**SUBJECT** Closed Session - Public Employee  
Evaluation

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

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

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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**History**

Time	Who	Approval
5/26/2023 4:17 PM	County Counsel	Yes
5/22/2023 12:23 PM	Finance	Yes
5/26/2023 4:17 PM	County Administrative Office	Yes