



# AGENDA

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

Regular Meetings: First, Second, and Third Tuesday of each month. Location of meeting is specified below.  
Meeting Location: Mono Lake Room, 1st Fl., County Civic Center, 1290 Tavern Rd., Mammoth Lakes, CA  
93546

### Regular Meeting October 17, 2023

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#### TELECONFERENCE INFORMATION

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

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

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

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

Visit <https://monocounty.zoom.us/j/83470850563>

or visit <https://www.zoom.us/>, click on "Join A Meeting" and enter the Zoom Webinar ID 834 7085 0563.

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 834 7085 0563.

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=c990fc2b-61b3-451f-a38e-a0074e365b18](https://monocounty.granicus.com/MediaPlayer.php?publish_id=c990fc2b-61b3-451f-a38e-a0074e365b18)

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

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

Board and online.

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

9:00 AM Call meeting to Order

Pledge of Allegiance

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

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

**2. RECOGNITIONS - NONE**

**3. COUNTY ADMINISTRATIVE OFFICER**

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

**4. DEPARTMENT/COMMISSION REPORTS**

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

**5. CONSENT AGENDA**

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

**A. Board Minutes**

Departments: Clerk of the Board

Approval of Board minutes from the June 2023, regular meetings.

**Recommended Action:** 1. Approve the Board minutes from the June 6, 2023, regular meeting. 2. Approve the Board minutes from the June 13, 2023, regular meeting. 3. Approve the Board minutes from the June 20, 2023, regular meeting.

**Fiscal Impact:** None.

**B. Amendment to the Mono County Allocation List for the Health and Human Services Department**

Departments: Human Resources

Proposed resolution of the Mono County Board of Supervisors authorizing the

CAO to amend the County of Mono List of Allocated Positions in the Department of Health and Human Services to eliminate one Fiscal & Administrative Services Officer and add one Fiscal & Administrative Services Officer I/II, add one Supervising Integrated Case Worker, and add one part time Senior Services Site Attendant. These positions were intended to be approved during the budget adoption, but there was an oversight, and this item corrects the error.

**Recommended Action:** Adopt proposed resolution.

**Fiscal Impact:** None.

**C. Service/Lube Truck Acquisition to Replace Outdated Vehicle**

Departments: Public Works - Roads

Proposed purchase of 2024 Freightliner 108 SD Lube and Service Truck from Valew Quality Truck Bodies to replace the current Lube and Service Truck which is outdated and not CARB compliant.

**Recommended Action:** Authorize Public Works Director to purchase 2024 Freightliner 108 SD on behalf of the County in an amount not to exceed \$335,000.

**Fiscal Impact:** \$335,000, which includes taxes, license, and delivery charges, paid for from the Fleet's Capital Asset Budget which operates as an Internal Service Fund. There is a budget shortfall of up to \$40,000, which adjustment will be made at mid-year, if necessary.

**D. Contract Amendment with Mental Health Services Oversight and Accountability Commission for Mental Health School Services Act Grant Funds**

Departments: Behavioral Health

Proposed contract amendment with Mental Health Services Oversight and Accountability Commission for Mental Health School Services Act grant funds.

**Recommended Action:** (1) Approve County entry into proposed contract amendment and authorize CAO to execute said contract amendment, and (2) Delegate authority to CAO to approve future minor changes or revisions that do not substantively alter the agreement or significantly change the contract amount and are approved as to form by County Counsel.

**Fiscal Impact:** None.

**E. Contract with Sierra Electronics for County Radio Systems**

Departments: Information Technology

Proposed contract with Sierra Electronics pertaining to radio and technology support services through June 30, 2024.

**Recommended Action:** Approve contract with Sierra Electronics for radio and technology support services for the period July 1, 2023, through June 30, 2024, and a not-to-exceed amount of \$150,000.

**Fiscal Impact:** Up to \$150,000 to the Information Technology Radio Consulting Services account. Funds are included in this years approved budget.

**6. CORRESPONDENCE RECEIVED - NONE**

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

**7. REGULAR AGENDA - MORNING**

**A. Job Description and Terms and Conditions of Employment - Clinical Services Manager**

Departments: Behavioral Health

5 minutes

(Robin Roberts, Behavior Health Director) - Job description and resolution approving terms and conditions of employment for Adriana Niculescu as Clinical Services Manager (Behavioral Health).

**Recommended Action:** Announce Fiscal Impact. Approve job description and adopt resolution approving terms and conditions of employment for Adriana Niculescu as Clinical Services Manager (Behavioral Health). Authorize the Board Chair to execute said contract on behalf of the County.

**Fiscal Impact:** The estimated increase in cost of this position for the remainder of the fiscal year is estimated at \$6,595, with \$4,844 as salary and \$1,751 as benefits. The overall cost of this position for the remainder of the fiscal year is, \$111,674, of which \$82,280 is salary and \$29,394 is benefits. The total cost of salary and benefits for an entire fiscal year is approximately \$158,171 of which \$123,424 is salary and \$34,747 is benefits. This is included in the Department's FY 2023/24 adopted budget.

**B. Amendment to Agreements Regarding Terms and Conditions of Employment to Reflect Reimbursement for Moving Expenses**

Departments: County Administrative Office

5 minutes

(Sandra Moberly, County Administrative Officer) - Proposed resolutions approving an Amendment to the Agreement Regarding Terms and Conditions of Employment for Tyrone Grandstrand, Housing Opportunities Manager, Christine Bouchard, Assistant County Administrative Officer, and Michael Martinez, Director of Information Technology. The amendments add reimbursement for moving expenses, which was previously approved by the Board and inadvertently omitted from the original Agreements.



**Recommended Action:** Announce Fiscal Impact. Adopt Resolutions approving Amendment to Agreements Regarding Terms and Conditions of Employment of Tyrone Grandstrand, Christine Bouchard, and Michael Martinez. Authorize the Board Chair to execute said Amendments on behalf of the County.

**Fiscal Impact:** The Amendment provides Mr. Grandstrand, Ms. Bouchard and Mr. Martinez up to \$5,000 reimbursement for moving expenses, which must be reimbursed pro-rata if any of them voluntarily separates from employment within two years. This reimbursement is subject to income tax and subject to withholding from the employees' paychecks.

**C. Department Overview - Clerk / Recorder / Registrar / Clerk of the Board of Supervisors**

Departments: Clerk / Recorder / Registrar / Clerk of the Board of Supervisors  
20 minutes

(Queenie Barnard, Clerk-Recorder-Registrar-Clerk of the Board of Supervisors) - Presentation by Queenie Barnard regarding the Clerk / Recorder / Registrar / Clerk of the Board of Supervisors Overview.

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

**Fiscal Impact:** None.

**D. Department Overview - Emergency Medical Services**

Departments: Emergency Medical Services  
30 minutes

(Bryan Bullock, Chief Emergency Medical Services) - Presentation by Bryan Bullock regarding Emergency Medical Services Department Overview.

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

**Fiscal Impact:** None.

**8. CLOSED SESSION**

**A. Closed Session - Labor Negotiations**

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

Sheriffs' Association. Unrepresented employees: All.

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

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

**9. BOARD MEMBER REPORTS**

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

**ADJOURN**



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    October 17, 2023

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT**                    Board Minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Approval of Board minutes from the June 2023, regular meetings.

**RECOMMENDED ACTION:**

1. Approve the Board minutes from the June 6, 2023, regular meeting. 2. Approve the Board minutes from the June 13, 2023, regular meeting. 3. Approve the Board minutes from the June 20, 2023, regular meeting.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Danielle Patrick

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">June 6, 2023 DRAFT Minutes</a>
<a href="#">June 13, 2023 DRAFT Minutes</a>
<a href="#">June 20, 2023 DRAFT Minutes</a>

**History**

Time	Who	Approval
10/11/2023 1:12 PM	County Counsel	Yes
9/25/2023 12:44 PM	Finance	Yes

10/11/2023 3:39 PM

County Administrative Office

Yes



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

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

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

**Regular Meeting  
June 6, 2023**

**Backup Recording**

**Minute Orders**

**Resolutions**

**Ordinance**

**Zoom**

**M23-102 – M23-115**

**R23-039 – R23-044**

**ORD23-002 Used**

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

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

*Supervisors Absent: None.*

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

Pledge of Allegiance led by Chair Duggan.

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

**Paula Richards, Sierra del Oro Trading Company LLC:**

- Read statement that is posted to website regarding the request that the Mono County Board of Supervisors (the Board), entrusted with the powers to oversee local operations, review the access easement issues per the approved 2014 Rock Creek Ranch Amended Specific Plan (RCR SP), and to formally determine the issues as a Civil matter between private parties to be resolved contractually.

**Note:**

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

## 2. RECOGNITIONS

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

Departments: CAO

(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.

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

**Peters moved; Gardner seconded**

**Vote: 5 Yes, 0 No**

**M23-102**

**Supervisor Peters:**

- Introduced item.

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

Departments: Clerk of the Board

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

**Action:** Approved proclamation, recognizing departing Clerk-Recorder-Registrar Scheereen Dedman.

**Gardner moved; Salcido seconded**

**Vote: 5 Yes, 0 No**

**M23-103**

**Chair Duggan:**

- Presented item.

## 3. COUNTY ADMINISTRATIVE OFFICER

**Mary Booher, Interim County Administrative Officer:**

- Housing Ad Hoc Meeting update.
- Welcomed the new Fiscal Technician II, Danielle Whybrew to the CAO Office.

## 4. DEPARTMENT/COMMISSION REPORTS

**Wendy Sugimura, Community Development Director:**

- Announced the departure of April Sall, her position is now flying.
- Provided departmental update on staffing and on RPAC.
- Announced the cancelation of the June Planning Commission meeting.

**Paul Roten, Public Works Director:**

**Note:**

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

- Correction on Tri-Athlon dates on resolution for item #5k.

**Chris Mokracek, Emergency Management Services Director:**

- Update on the FEMA deadline and Disaster Recovery Centers (DRC).

**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.

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

**Kreitz moved; Salcido seconded**

**Vote: 5 Yes, 0 No**

**M23-104**

**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).

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

**Kreitz moved; Salcido seconded**

**Vote: 5 Yes, 0 No**

**M23-105**

**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.

**Note:**

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

**Action:** Authorized 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. Authorized 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.

**Kreitz moved; Salcido seconded**

**Vote: 5 Yes, 0 No**

**M23-106**

#### **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.

**Action:** Authorized 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.

**Kreitz moved; Salcido seconded**

**Vote: 5 Yes, 0 No**

**M23-107**

#### **E. Contract with Crestwood Behavioral Health**

Departments: Behavioral Health

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

**Action:** Authorized Interim 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.

**Kreitz moved; Salcido seconded**

**Vote: 5 Yes, 0 No**

**M23-108**

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

Departments: Public Works

**Note:**

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



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

**Action:** Authorized Interim CAO to sign, contract with Sourcewell / Northstar for painting and construction services.

**Kreitz moved; Salcido seconded**

**Vote: 5 Yes, 0 No**

**M23-109**

## **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.

**Action:** Adopted Resolution R23-039, joining the California State Association of Counties' AT HOME Coalition for Accountability and Supporting the AT HOME Plan.

**Kreitz moved; Salcido seconded**

**Vote: 5 Yes, 0 No**

**R23-039**

## **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.

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

**Kreitz moved; Salcido seconded**

**Vote: 5 Yes, 0 No**

**M23-110**

## **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.

**Note:**

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

**Action:** Approved budget adjustments for FY 2022-23 as requested (4/5 vote required).

**Kreitz moved; Salcido seconded**

**Vote: 5 Yes, 0 No**

**M23-111**

## **J. Monthly Treasury Transaction Report**

Departments: Finance

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

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

**Kreitz moved; Salcido seconded**

**Vote: 5 Yes, 0 No**

**M23-112**

## **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.

**Action:** Adopted Resolution R23-040, authorizing temporary closure of County Roads for special events during summer 2023 as amended.

**Kreitz moved; Salcido seconded**

**Vote: 5 Yes, 0 No**

**R23-040**

**Paul Roten, Public Works Director:**

- Correction on Tri-Athlon dates on resolution for item #5k.

## **6. CORRESPONDENCE RECEIVED**

The Board acknowledged receipt of the correspondence.

**Note:**

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

**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.

**Chair Duggan:**

- Provided background of letter.

**7. REGULAR AGENDA - MORNING**

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

Departments: Public Health

(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.

**Action:** Announced fiscal impact, adopted Resolution R23-041, approving a contract with Louis Molina as Environmental Health Manager, and prescribing the compensation, appointment, and conditions of said employment. Authorized the Board Chair to execute said contract on behalf of the County.

**Peters moved; Gardner seconded**

**Vote: 5 Yes, 0 No**

**R23-041**

**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).

**Kathy Peterson, Interim Public Health Director:**

- Presented item.

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

Departments: Public Health

(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.

**Action:** Announced fiscal impact, adopted Resolution R23-042, approving a contract with Rachel Barnett as Public Health Equity Officer, and prescribing the compensation, appointment, and conditions of said employment. Authorized the Board Chair to execute said contract on behalf of the County.

**Gardner moved; Kreitz seconded**

**Vote: 5 Yes, 0 No**

**Note:**

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

### **R23-042**

**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).

**Kathy Peterson, Interim Public Health Director:**

- Presented item.

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

Departments: CAO

(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.

**Action:** Announced Fiscal Impact, approve Resolution R23-043, approving a contract with Queenie Barnard as Interim Clerk/Recorder, and prescribing the compensation, appointment, and conditions of said employment. Authorized the Board Chair to execute said contract on behalf of the County.

**Gardner moved; Salcido seconded**

**Vote: 5 Yes, 0 No**

### **R23-043**

**Fiscal Impact:** The incremental cost of this item for every two weeks' 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 weeks' pay cycle the position of permanent Clerk/Recorder remains unfilled.

**Mary Booher, Interim County Administrative Officer:**

- Presented item.

**Stacey Simon, County Counsel:**

- Read the salary of Range 14, step A with annual salary of \$101,541.

## **D. Board Ad Hoc Arts Committee**

Departments: CAO

(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.

**Action:** Supervisors Peters and Salcido volunteered for the Ad Hoc Committee

**Note:**

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

to assess and make a recommendation to the full Board regarding art in the Mammoth Lakes Civic Center.

**Mary Booher, Interim County Administrative Officer:**

- Presented item.

**Stacey Simon, County Counsel:**

- Clarifies per Brown Act that the Board Ad Hoc Committee consists of two members and no additional person may be appointed, although the Committee may consult with staff or others.

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

Departments: Emergency Management

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

**Action:** Authorized 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.

**Peters moved; Salcido seconded**

**Vote: 5 Yes, 0 No**

**M23-113**

**Chris Mokracek, Director of Emergency Management:**

- Introduced item.

**Jeff Snow, DRC Pacific:**

- Presented item.

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

Departments: Public Works Engineering

(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.

**Action:** Adopted Resolution R23-044, approving the list of projects to be funded by SB 1: The Road Repair and Accountability Act of 2017 in FY 2023-24.

**Peters moved; Gardner seconded**

**Note:**

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

**Vote: 5 Yes, 0 No**  
**R23-044**

**Kalen Dodd, Engineer:**

- Presented item.

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

Departments: Public Works

(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.

**Action:** Authorized 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.

**Gardner moved; Peters seconded**

**Vote: 5 Yes, 0 No**

**M23-114**

**Kalen Dodd, Engineer:**

- Presented item.

*Break: 10:17 AM*

*Reconvened: 10:33 AM*

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

Departments: Finance

(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.

**Action:** None.

**Janet Dutcher, Director of Finance:**

- Presented item.

**I. Public Health Assessment**

Departments: CAO

**Note:**

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

(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.

**Action:** None.

**Mary Booher, Interim County Administrative Officer:**

- Presented item.

**Stacey Simon, County Counsel:**

- Provided background on Mrs. Romeo.
- Correction on direct contract with Mrs. Romeo.

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

Departments: Sheriff

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

**Action:** None.

**Sheriff Ingrid Braun:**

- Presented item.

## **K. Department Overview - Emergency Management**

Departments: Emergency Management

(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.

**Action:** None.

**Chris Mokracek, Emergency Management Director:**

- Presented item.

## **L. Legislative Update**

Departments: CAO

(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.

**Note:**

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

**Action:** Approved letters of support for legislation to support the continued use of flame retardant in fighting wildland fires.

**Peters moved; Salcido seconded**

**Vote: 5 Yes, 0 No**

**M23-115**

**Mary Booher, Interim County Administrative Officer:**

- Presented item.

Moved to Board Reports.

## 8. CLOSED SESSION

*Closed Session: 11:56 PM*

*Reconvened: 3:41 PM*

Nothing to report out of Closed Session.

Moved to Adjournment.

### A. Closed Session - Labor Negotiations

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

### B. Closed Session - Existing Litigation

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: *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

**Note:**

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



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**

**Chair Duggan:**

- May 17, 2023 - MLH – Town Council Joint Meeting
- May 17, 2023 – Tri-Valley Ground Water Meeting, Thanked Chris Beck in County Counsel.
- May 23, 2023 – CSA #1 Meeting. Thanked Public Works for USPS assistance.
- June 1, 2023 – LAFCO Meeting.
- June 5, 2023 – NACo Legislative update call.

**Supervisor Gardner:**

- On Thursday May 18 I participated in a meeting of the group that started the Dispersed Camping and Camp Like A Pro project two years ago. We discussed the grants that have been received to continue this work, and planned project for the coming summer season.
- On Wednesday May 24 I attended the Mono Basin Fire Safe Council Meeting. Topics at that meeting included planning for clearing the firebreaks around Mono City and other efforts to promote wildfire prevention.
- On Friday June 2 I participated in the monthly meeting of the Kutzadika Tribal Council. The Tribe was successful in receiving a grant from the Sierra Nevada Conservancy to purchase the Burger property in Lee Vining Canyon. They will be establishing a Cultural Center there working with other Tribes and groups, including the Eastern Sierra Land Trust. We also learned this week that on May 17 Rep. Kiley introduced a bill to establish Federal Recognition for the Kutzadika Tribe.
- On Sunday, June 4 I attended the graduation program for the new Mono Basin Volunteer Trainees at the Mono Basin Scenic Visitor Center. At that event US Forest Service staff announced that the Mono Basin Volunteer Program had been selected for a Presidential Award for their almost 1000 hours of service in 2022. A letter from President Biden and a medal were presented to Janet Carle and Karen Gardner, who led this program.
- Yesterday I participated in the monthly meeting of the Eastern Sierra Sustainable Recreation Partnership. Topics at that meeting included the status of various projects, information about recreation-related external programs, and updates from each of the partner representatives.
- I am in the process of setting up a virtual meeting later this month for public agency and other representatives concerned about the wild horse problem in the Mono Basin. There has been recent focus on this issue in the media due to the damage from the horses around Mono Lake, including several dead horses. At this meeting we will hear from

**Note:**

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

USFS and BLM about their plans for addressing this problem.

- On Thursday of this week, I will also be joining CalTrans to see their progress in clearing the Tioga Road on the east side. Yosemite park staff are making good progress but have not set a date when they expect to open the road. The best guess is still early July.

**Supervisor Kreitz:**

- May 17, 2023 - MLH – Town Council Joint Meeting – Housed 53 individuals 20 children displaced by the winter storms. Four households still not able to return to their homes. Navigators have been doing this work and the Coordinated Entry System (CES) which is required for the Homekey project. Navigators will also be available at the FEMA resource center M-Sat in Mammoth Lakes and looking to identify times to attend the Bridgeport center, too. Navigators are creating Client Action Plans as they add them to the CES.
- The Parcel - Childcare – up to 34 children. Occupancy is anticipated in Winter 2023. Phase two needs additional funding. Bridge program average subsidy is about \$126K per unit. \$2.2 million allocated by the Town Council. \$1.7MM is currently available for purchasing more units. Targeting up to 150% AMI households since it's all local funds.
- Joaquin Road four units two duplexes, deed restricted units – targeting up to 150% AMI entitlements go to the planning commission next month and this will be a modular project. PLHA grant successful \$360K grant and higher AMIs up to 120%AMI for DPA – can apply for an additional \$140K in the following year, non-competitive. \$560K CDBG DPA grant successful up to 60%AMI. This gives the Town some diversity in income levels they can serve – broader audience.
- Discussing a Van Life Parking concept – working with Mono County – for those that live and work here, not weekend warriors. The location will likely be in town or near town in the County.
- May 31, Eastern Sierra Continuum of Care – Board retreat review of Bylaws & Mission, data, overview of services and discussion of priorities.
- Wednesday, June 1, 2023, Treasury Oversight Committee meeting & LAFCO meeting where we approved the 2023/24 budget.
- June 5, 2023 – MLH regular board meeting – the board formally adopted a resolution to change the name of the organization to Eastern Sierra Community Housing

**Supervisor Peters:**

- Attended the WIR Conference in Utah.
- Attended two meetings at Bridgeport and Walker parks with Public Works.
- Fishin' Mission live camera in Bridgeport update.

**Supervisor Salcido:**

- § Tuesday, May 16, 2023, Joint Town/County Meeting:
  - Discussion of wildfire and response to winter emergency.
- § Monday, June 6, 2023, ESSRP
  - Updates from regional partners.
  - ESSRP MOU Review for all current members.
  - CA State budget notes and potential for two state bonds being proposed in the legislature, both focused on outdoor resilience.

Moved to Closed Session.

**Note:**

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

**ADJOURNED at 3:43 PM in memory of Richard Dawson, Marion Dunn, Ceal Cargon, and Arden Gerbig.**

**ATTEST**

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**RHONDA DUGGAN  
CHAIR OF THE BOARD**

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



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

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

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

**Regular Meeting  
June 13, 2023**

**Backup Recording**

**Minute Orders**

**Resolutions**

**Ordinance**

**Zoom**

**M23-116 – M23-122**

**R23-044 Used**

**ORD23-002 Used**

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

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

*Supervisors Absent: None.*

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

Pledge of Allegiance led by Supervisor Gardner.

Moved to item #7a.

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

No one spoke.

**2. RECOGNITIONS - NONE**

**3. COUNTY ADMINISTRATIVE OFFICER**

**Mary Booher, Interim County Administrative Officer:**

- Update on ERAF.

**Note:**

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

- Leash Law for Mono City item will be delayed until after the RPAC meeting and will be on next week's agenda.
- Update on the Disaster Recovery Center (DRC) closing and application briefing.
- Announced that the former Sheriff Martin Strelneck passed away over the weekend.

#### 4. DEPARTMENT/COMMISSION REPORTS

- None.

#### 5. CONSENT AGENDA

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

##### A. Board Minutes

Departments: Clerk of the Board

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

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

**Kreitz moved; Gardner seconded**

**Vote: 5 Yes, 0 No**

**M23-117**

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

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

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

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

**Kreitz moved; Gardner seconded**

**Vote: 5 Yes, 0 No**

**M23-118**

**Note:**

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

### **C. Career Ladder Grant Agreement #22-11316 for Fiscal Years 2022/23 to 2025/26**

Departments: Public Health

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

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

**Kreitz moved; Gardner seconded**

**Vote: 5 Yes, 0 No**

**M23-119**

### **D. Electronic Door Access Contract**

Departments: Information Technology

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

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

**Kreitz moved; Gardner seconded**

**Vote: 5 Yes, 0 No**

**M23-120**

**Note:**

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

## 6. CORRESPONDENCE RECEIVED – NONE

Moved to item #7b.

## 7. REGULAR AGENDA - MORNING

### A. AB 2449 Emergency Exception

Departments: County Counsel

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

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

**Peters moved; Gardner seconded**

**Vote: 5 Yes, 0 No**

**M23-116**

**Stacey Simon, County Counsel:**

- Presented item.

**Supervisor Salcido:**

- Provided an explanation for her emergency.
- Disclosed that someone over the age of 18 will be present.

Moved to item #1.

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

Departments: Emergency Management

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

**Recommended Action:** None.

**Wendilyn Grasseschi, Wildfire Mitigation Coordinator:**

- Introduced item.

**Crystal Medhurst, Whitebark Institute:**

- Discussed Whitebark goals and plan to obtain their goals.

**Dustin Blakey, Mono and Inyo County Director/Farm Advisor**

**Note:**

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

- Provided highlights and collaboration efforts.

**Yana Valochovich, Humboldt and Del Norte County Director/Forest Advisor**

- Presented item.

*Break: 10:25 AM*

*Reconvened: 10:36 AM*

**C. Caltrans Clean CA District Maintenance Agreement - Recreation**

Departments: Public Works - Recreation

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

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

**Peters moved; Gardner seconded**

**Vote: 5 Yes, 0 No**

**M23-121**

**Stacey Simon, County Counsel:**

- Explained the minor change to the proposed amendment to the agreement with D&S Waste related to the placement of dumpsters in Caltrans rights-of-way.

**Marcella Rose, Sustainable Recreation Coordinator:**

- Presented item.

**D. California State Parks - Off Highway Vehicle Restoration Grant**

Departments: Public Works - Recreation

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

**Note:**

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



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

**Kreitz moved; Gardner seconded**

**Vote: 5 Yes, 0 No**

**M23-122**

**Marcella Rose, Sustainable Recreation Coordinator:**

- Presented item.

## **E. Department Overview - District Attorney**

Departments: District Attorney

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

**Action:** None.

**David Anderson, District Attorney:**

- Presented item.

**Stacey Simon, County Counsel:**

- Explained that County Counsel represents Child Welfare Services in Child Protective cases.
- Update on Casa Program volunteer status.

Moved to Board Reports.

## **8. CLOSED SESSION**

*Closed Session: 12:00 PM*

*Reconvened: 2:04 PM*

Nothing to report out of Closed Session.

Moved to Adjournment.

## **A. Closed Session - Labor Negotiations**

**Note:**

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

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

## **B. Closed Session - Public Employee Evaluation**

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

## **C. Closed Session - Public Employment**

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

## **9. BOARD MEMBER REPORTS**

### **Chair Duggan:**

- 6/7 – Participated in the Leadership Development Workshop in Bridgeport.
- 6/7 – Attended the Hilton Creek Community Services District meeting.
- 6/9 – Attended the ORMAT Casa Diablo Ribbon Cutting Ceremony.
- Attended the LTC meeting.

### **Supervisor Gardner:**

- On Wednesday June 7 I participated in the monthly meeting of the June Lake Citizens Advisory Committee. Topics at that meeting included a review of runoff in the June Lake Loop and updates on County Wildfire Mitigation Programs.
- On Thursday June 8 I met Caltrans staff for a tour of their progress in plowing and clearing the Tioga Road. There is still much snow along the road up to the Yosemite Park East Gate. They do not have an opening date yet but estimate it will be around the first week of July.
- Also, on Thursday the 8<sup>th</sup> I met with the Financial Advisory Committee of the Eastern Sierra Climate and Communities Resilience Project. We discussed opportunities to provide more analysis about the impact of this fuel's reduction project in the Mammoth area, and how to obtain additional funds to support the work over the next several years.
- On Friday June 9 I attended the monthly meeting of the Eastern Sierra Transit Authority Board. Topics at that meeting included regular financial and operation reports, approval of the discontinuation of the Bishop Creek Shuttle, and approval of the six-month service plan for ESTA. ESTA will be adding a Saturday Lancaster/Reno trip this summer. Ridership continues to increase gradually compared to 2019.

### **Supervisor Kreitz:**

- June 12 – Local Transportation Commission – Lakes Basin Road will have one lane cleared this week, both lanes next week, open to the public by July 4th. Mono County

### **Note:**

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

roads update – Upper Rock Creek Road and Virginia Lakes Road are both open to some point, but not 100%. Caltrans State Route 203 pavement project – project initiation (PID) which gets Dist. 9 in queue for funding. Highway maintenance project to keep it in good repair and standards. Snowplow damage is part of the repair project. Anticipated to go to construction in 2030. Caltrans emergency projects – snow removal and emergency repairs section on their website. YARTS is going to start Mono County services on July 15th and will end the middle of October.

- June 12 – Eastern Sierra Continuum of Care – Regular Board meeting – appointed a new Board member Kris Kuntz from Anthem Blue Cross, Program Director Housing and Homeless. In attendance were three staff persons from the Stanislaus Housing Authority and they spoke about the housing choice vouchers.

**Supervisor Peters:**

- Met with District 10 Directors of Caltrans – opening of highway 108.
- Attended the Tourism Commission meeting.
- 6/12 LTC meeting – MOU projects discussed in Kern, Inyo, and Mono Counties.

**Supervisor Salcido:**

- 6/7 Mammoth Chambers Meeting: First Non-Profit form.
- 6/7 SNARL Lecture – Eastern Sierra Wildlife Crossing Group.
- 6/12 – Behavioral Health Advisory Meeting.

Moved to Closed Session.

**ADJOURNED at 2:06 PM in memory of former Sheriff Martin Strelneck.**

**ATTEST**

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**RHONDA DUGGAN  
CHAIR OF THE BOARD**

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

**Note:**

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



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

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

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

**Regular Meeting  
June 20, 2023**

**Backup Recording**

**Zoom**

**Minute Orders**

**M23-123 – M23-140**

**Resolutions**

**R23-045 - R23-047**

**Ordinance**

**ORD23-002 Used**

9:04 AM Meeting called to order by Chair Duggan.

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

*Supervisors Absent: Supervisor Peters arrived during item #2b.*

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Pledge of Allegiance led by Supervisor Kreitz.

Moved to item #7a.

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

**Sylvia Cooke:**

- Discussion in opposition to the Leash Law in Mono City.

**Jessica Miller:**

- Discussion in opposition to the Leash Law in Mono City.

**2. RECOGNITIONS**

**Note:**

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

**A. Recognition of David Nelson Trindel Insurance Fund Executive Director**

Departments: Risk Management

(Jay Sloane, Risk Manager) - Proposed proclamation in appreciation and recognition of David Nelson, Trindel Insurance Fund Executive Director.

Action: Adopted proclamation in appreciation and recognition of David Nelson.

**Gardner moved; Duggan seconded**

**Vote: 4 Yes, 0 No, 1 absent**

**M23-124**

**Jay Sloane, Risk Manager:**

- Presented item.

**B. Two-Spirit, Lesbian, Gay, Bisexual, Transgender, Queer and/or Questioning, Intersex, Asexual + Pride Month Proclamation**

Departments: Justice, Equity, Diversity, and Inclusion (J.E.D.I.)

(Rachel Barnett, Public Health Equity Officer) - June is national Two-Spirit, Lesbian, Gay, Bisexual, Transgender, Queer and/or Questioning, Intersex, Asexual + Pride Month, recognizing our Two-Spirit, Lesbian, Gay, Bisexual, Transgender, Queer and/or Questioning, Intersex, Asexual + members for enriching our community and raising awareness about the systemic discrimination experienced by the Two-Spirit, Lesbian, Gay, Bisexual, Transgender, Queer and/or Questioning, Intersex, Asexual + community.

**Action:** Adopted proclamation designating June 2023 as Two-Spirit, Lesbian, Gay, Bisexual, Transgender, Queer and/or Questioning, Intersex, Asexual + Month.

**Kreitz moved; Gardner seconded**

**Vote: 5 Yes, 0 No**

**M23-125**

**Rachel Barnett, Public Health Equity Officer:**

- Presented item.

**Robin Roberts, Behavioral Health Director:**

- Provided background.

**C. Elder and Dependent Adult Abuse Awareness Month - Proclamation**

Departments: Social Services

(Michelle Raust, Program Manager and Social Worker Staff) - Proposed proclamation recognizing June 2023 as Elder and Dependent Adult Abuse Awareness Month.

**Action:** Adopted proclamation recognizing June 2023 as Elder and Dependent

**Note:**

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

Adult Abuse Awareness Month.  
**Gardner moved; Kreitz seconded**  
**Vote: 5 Yes, 0 No**  
**M23-126**

**Michelle Raust, Program Manager:**

- Presented item.
- Introduced Social Worker staff.

### **3. COUNTY ADMINISTRATIVE OFFICER**

**Mary Booher, Interim County Administrative Officer:**

- Housing Ad Hoc Meeting next week with Inyo and Alpine Counties.

### **4. DEPARTMENT/COMMISSION REPORTS**

**Louis Molina, Environmental Health Director:**

- Update on Crowley Lake algae caution posting.

**Justin Nalder, Solid Waste Director:**

- Update on Eco Hero – outreach to youth regarding recycling in a fun manner.
- Update on Community Clean Up days.

**Wendy Sugimura, Community Development Director:**

- Update on letter sent to Liberty Utilities regarding underground utilities.
- Update regarding application for grant funding through PLHA, the funding has been received.
- Update on the garage in Bridgeport, the sidewalk is now functioning for the public.

### **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. Reappointment to Mono County Children and Families Commission**

Departments: Clerk of the Board

The Mono County Children and Families Commission requests the Board of Supervisors reappoint Patricia Robertson to the First 5 Mono County Children and Families Commission. This item is sponsored by Supervisor Gardner.

**Action:** Reappointed Patricia Robertson to the Mono County Children and Families Commission to serve a five-year term, expiring May 1, 2028.

**Peters moved; Gardner seconded**

**Vote: 5 Yes, 0 No**

**M23-127**

**Note:**

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

## **B. Contract with Caporusso Communications**

Departments: CAO

Proposed contract with Caporusso Communications pertaining to communications and public relations services.

**Action:** Authorized Interim CAO to sign contract with Caporusso Communications for the provision of communications and public relations services for the period July 1, 2023, through June 30, 2024, and a not-to-exceed amount of \$105,000.

**Peters moved; Gardner seconded**

**Vote: 5 Yes, 0 No**

**M23-128**

## **C. Review and Approve Agreement with Mammoth Lakes Housing for Bridge/Gap Financing**

Departments: CAO

Proposed contract with Mammoth Lakes Housing pertaining to bridge/gap financing for first-time homebuyers.

**Action:** Authorized the Chair sign the proposed agreement with Mammoth Lakes Housing for bridge/gap financing.

**Peters moved; Gardner seconded**

**Vote: 5 Yes, 0 No**

**M23-129**

## **D. Resolution Identifying Authorized Agents to Execute Application for State and Federal Assistance**

Departments: Emergency Management

Proposed resolution designating the County Administrative Officer, Director of Emergency Management, and the Public Works Director to execute applications on the behalf of Mono County for State and Federal Disaster Assistance resulting from damage suffered to Mono County assets during the 2023 Winter storms.

**Action:** Adopted Resolution R23-045, designating the County Administrative Officer, Director of Emergency Management, and the Public Works Director to execute applications on the behalf of Mono County for State and Federal Disaster Assistance resulting from damage suffered to Mono County assets during the 2023 Winter storms.

**Peters moved; Gardner seconded**

**Vote: 5 Yes, 0 No**

**R23-045**

**Note:**

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

**E. Amendment to Agreement with Mammoth Lakes Housing for Subrecipient Administrative Services with Respect to a Home Investment Partnerships Program (18-HOME-12589)**

Departments: Finance, CAO

Proposed contract amendment with Mammoth Lakes Housing (MLH) pertaining to subrecipient services to administer the County's HOME Investment Partnerships Program (18-HOME-12589). This amendment extends the term of the agreement from June 30, 2023, until September 30, 2024. The County received an extension of its 2018 HOME grant from February 2, 2023, until May 2, 2024. This extension allows MLH to continue as the County's program administrator during the grant extension period.

**Action:** Authorized the Chair of the Board of Supervisors, on behalf of the County, to enter and execute the Agreement and First Amendment to Agreement between the County and MLH for subrecipient program administration of the HOME Investment Partnerships Program Grant.

**Peters moved; Gardner seconded**

**Vote: 5 Yes, 0 No**

**M23-130**

**F. Allocation List Amendment - Public Works**

Departments: Human Resources

A resolution of the Mono County Board Of Supervisors approving an amendment to the list of allocated positions by adding one Fiscal and Technical Specialist IV to Public Works.

**Action:** Approved Resolution R23-046, to amend the County list of allocated positions by adding one Fiscal and Technical Specialist IV to Public Works.

**Peters moved; Gardner seconded**

**Vote: 5 Yes, 0 No**

**R23-046**

**G. Change Order - Motorola Contract for California Radio Interoperable System (CRIS) Project**

Departments: Emergency Management

Proposed contract change order with Motorola Solutions to reduce equipment purchased and purchase of alternative equipment from Telewave.io, pertaining to the California Radio Interoperable System (CRIS) radio repeaters

**Note:**

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



project. The original agreement with Motorola Solutions was approved by the Board of Supervisors at its regular meeting on January 17, 2023.

**Action:** Authorized the Director of Emergency Services to sign, proposed change order with Motorola Solutions and to execute purchase order with Telewave.io, for the purpose of alternative equipment, conditioned upon receipt of federally appropriated funds for this purpose and entry into a Subscriber Agreement with the California Office of Emergency Services (CalOES) for the CRIS Radio project.

**Peters moved; Gardner seconded**

**Vote: 5 Yes, 0 No**

**M23-131**

#### **H. Megabyte Transient Occupancy Tax (TOT) Module Contract**

Departments: Finance

Proposed contract with Megabyte Systems, Inc. pertaining to their Transient Occupancy Tax Module.

**Action:** Authorized the Interim County Administrative Officer to sign the proposed contract with Megabyte Systems Inc., for the Transient Occupancy Tax system not to exceed \$10,000 per year for a term of 5 years.

**Peters moved; Gardner seconded**

**Vote: 5 Yes, 0 No**

**M23-132**

#### **I. Emergency Declarations - 2022/23 Winter Storms**

Departments: Emergency Management

Review of local declarations of emergency related to 2023 severe winter storms proclaimed on January 10 and February 28, by the Mono County Emergency Services Director and ratified by the Board of Supervisors on January 17 and March 7, respectively (last review date: May 2, 2023).

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

**Peters moved; Gardner seconded**

**Vote: 5 Yes, 0 No**

**M23-133**

**Note:**

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

## **J. Solid Waste Parcel Fee Program**

Departments: Public Works - Solid Waste

Proposed resolution extending and re-establishing the Mono County Solid Waste Fee Program for fiscal year 2023-24 and Fee Agreement with the Town of Mammoth Lakes regarding collection and remission of the fee within Town boundaries.

**Action:** Adopted Resolution R23-047, extending and re-establishing the Mono County Solid waste Fee Program for Fiscal Year 2023-2024

**Peters moved; Gardner seconded**

**Vote: 5 Yes, 0 No**

### **R23-047**

**Action:** Authorized staff to finalize negotiations with the Town of Mammoth Lakes regarding the proposed Fee Agreement and return to the Board for approval of the final agreement at a subsequent meeting.

**Peters moved; Gardner seconded**

**Vote: 5 Yes, 0 No**

### **M23-134**

## **6. CORRESPONDENCE RECEIVED – NONE**

*Break: 10:10 AM*

*Reconvened: 10:21 AM*

*Moved to item #7b.*

## **7. REGULAR AGENDA - MORNING**

### **A. AB 2449 Emergency Exception**

Departments: County Counsel

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

**Action:** Found that a physical medical emergency continues to exist which prevents Supervisor Salcido from participating in the meeting in person and that she may therefore participate in the Board of Supervisors meeting today remotely under AB 2449.

**Gardner moved; Kreitz seconded**

**Vote: 5 Yes, 0 No**

### **M23-123**

**Stacey Simon, County Counsel:**

- Presented item.

**Supervisor Salcido:**

**Note:**

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

- Gave a brief description of her medical status and disclosed that her husband would present during the meeting.

Moved to item #1.

## **B. Ordinance Amending Chapter 9.44 of the Mono County Code to Add Mono City to Dog Leash Regulations**

Departments: CAO

(Mary Booher, Interim County Administrative Officer) - Proposed ordinance amending Chapter 9.44 of the Mono County Code, pertaining to dog leash regulations, in order to apply said regulations to the Mono City area of the County.

**Action:** Introduced, read title, and waived further reading of proposed ordinance.

**Gardner moved; Peters seconded**

**Vote: 5 Yes, 0 No**

**M23-135**

**Mary Booher, Interim County Administrative Officer:**

- Introduced item.

**Stacey Simon, County Counsel:**

- Recuse herself from item as a Mono City resident.

**Wendy Sugimura, Community Development Director:**

- Provided a report from the Mono Basin RPAC meeting.

**Ingrid Braun, Sheriff:**

- Clarified the role of the Sheriff's Office to enforce the leash law.

## **C. Mental Health Services Act Fiscal Year 2023/24-2025/26 Three-Year Plan**

Departments: Behavioral Health

(Amanda Greenberg, Behavioral Health Program Manager) - Presentation regarding the Mental Health Services Act FY 2023/24-2025/26 Three-Year Plan.

**Action:** Approved Three-Year Plan.

**Gardner moved; Peters seconded**

**Vote: 5 Yes, 0 No**

**M23-136**

**Amanda Greenberg, Behavioral Health Program Manager:**

- Presented item.

**Note:**

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

**D. Proposed Participation Agreement with California Mental Health Services Authority (CalMHSA) for the Behavioral Health Workforce Program**

Departments: Behavioral Health

(Amanda Greenberg, Behavioral Health Program Manager) - Proposed participation agreement with California Mental Health Services Authority (CalMHSA) for the Behavioral Health Workforce Program.

**Action:** Authorized Interim County Administrative Officer and Behavioral Health Director to sign participation agreement with California Mental Health Services Authority (CalMHSA) for the Behavioral Health Workforce Program for the period July 1, 2023, through December 31, 2027, and a not-to-exceed amount of \$1,000,000.

**Peters moved; Gardner seconded**

**Vote: 5 Yes, 0 No**

**M23-137**

**Amanda Greenberg, Behavioral Health Program Manager:**

- Presented item.

**E. Highway Users Tax Account (HUTA) Workshop**

Departments: CAO

(Mary Booher, Interim County Administrative Officer) - Presentation by Mary Booher, Interim County Administrative Officer regarding the Highway Users Tax Account (HUTA).

**Action:** None.

**F. Solid Waste Franchise Agreement - Mammoth Disposal**

Departments: Public Works - Solid Waste

(Justin Nalder, Solid Waste Superintendent) - Proposed Primary Franchise Agreement with Mammoth Disposal, Inc. for collection of solid waste from residential and commercial customers in Unincorporated Mono County.

**Action:** Authorized Interim County Administrative Officer to sign, contract with Mammoth Disposal, Inc. for collection of solid waste from residential and commercial customers in Unincorporated Mono County for the period July 1, 2023, through June 30, 2033, with any minor modifications as reviewed and approved by County Counsel.

**Gardner moved; Kreitz seconded**

**Vote: 5 Yes, 0 No**

**M23-138**

**Justin Nalder, Solid Waste Superintendent:**

**Note:**

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

- Presented item.

### **G. Solid Waste Franchise Agreement - D&S Waste Removal Inc.**

Departments: Public Works - Solid Waste

(Justin Nalder, Solid Waste Superintendent) - Proposed Primary Franchise Agreement with D&S Waste Removal Inc. for collection of solid waste from residential and commercial customers in Unincorporated Mono County.

**Action:** Authorized Interim County Administrative Officer to sign, contract with D&S Waste Removal Inc. for collection of solid waste from residential and commercial customers in Unincorporated Mono County for the period July 1, 2023, through June 30, 2033, with any minor modifications as reviewed and approved by County Counsel.

**Peters moved; Gardner seconded**

**Vote: 5 Yes, 0 No**

**M23-139**

**Justin Nalder, Solid Waste Superintendent:**

- Presented item.

### **H. Fiscal Year 2023-24 Preliminary Budget for Adoption**

Departments: CAO

(Mary Booher, Interim County Administrative Officer; Megan Chapman, County Budget Officer) - The Mono County Preliminary Budget for FY 2023–24 comprises \$116.7 million in expenditures. Of the total Preliminary Budget, the general fund comprises \$48.6 million or 41.6% of total expenditures and operating funds comprise \$67.9 million or 58.4% of total expenditures.

**Action:** Adopted Preliminary Budget for FY 2023-24 starting July 1, 2023, and to remain in effect until the Board adopts a final budget in September.

**Gardner moved; Peters seconded**

**Vote: 5 Yes, 0 No**

**M23-140**

**Mary Booher, Interim County Administrative Officer:**

- Introduced item.

**Megan Chapman, County Budget Officer:**

- Presented item.

*Break: 11:35 AM*

*Reconvened: 11:46 AM*

### **I. Program Overview - Sustainable Recreation**

**Note:**

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

Departments: Public Works - Recreation

(Marcella Rose, Sustainable Recreation Coordinator; Paul Roten, Director of Public Works) - Introduction of Sustainable Recreation Coordinator to the Board, including an overview of the Sustainable Recreation program and update of proposed and ongoing projects for fiscal year 2023-24.

**Action:** None.

**Paul Roten, Public Works Director:**

- Introduced item.

**Marcella Rose, Sustainable Recreation Coordinator:**

- Presented item.

Moved to Board Reports.

## 8. **CLOSED SESSION**

*Closed Session: 12:33 PM*

*Reconvened: 2:38 PM*

Nothing to report out of Closed Session.  
Moved to Adjournment.

### **A. Closed Session - Labor Negotiations**

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

### **B. Closed Session - Existing Litigation**

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

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

CONFERENCE WITH REAL PROPERTY NEGOTIATOR. Government Code section 54956.8. Property Address: 2784 Highway 158, June Lake, CA. County Negotiator: Mary Booher. Negotiating Parties: Don Morton and Mono County. Under Negotiation: Price, terms, and conditions.

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

**Note:**

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

CONFERENCE WITH REAL PROPERTY NEGOTIATOR. Government Code section 54956.8. Property Address: 34 Kirkwood Street, Bridgeport, CA. County Negotiator: Mary Booher. Negotiating Parties: Brianna Brown and Mono County. Under Negotiation: Price, terms, and conditions.

**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**

**Chair Duggan:**

- 6/15 – I attended a meeting of concerned citizens in the Crowley/Sunny Slopes/Aspen Springs area that are interested in forming as Firewise Alliance. The goal for the first meeting was to begin a dialogue and build consensus. Keynote speakers were Scott McGuire, Chief Long Valley Fire Department; Fred Stump, Division Chief Long Valley Fire Department; and Wendi Grasseschi, Mono County Wildfire Coordinator. The event was well attended, and it was great to see the cooperation of all entities working together to share information to protect our communities.

**Supervisor Gardner:**

- 6/14 – Mono Basin RPAC meeting.
- 6/15 – Eastern Sierra Council and Governments in Mammoth meeting.
- 6/15 – Led a zoom meeting regarding the opening of Tioga Pass road.

**Supervisor Kreitz:**

- Tuesday, June 13th – After our Board meeting, I attended a home hardening tour hosted by the Whitebark Institute.
- Wednesday, June 14 – NACo Community Economic Workforce Development meeting - During the CEWD June committee call, committee members heard from the Comcast and the National Skills Coalition on workforce and job training initiatives, then from the Cooperative Development Foundation on resident and community owned housing models to advance equity and safety. Julia Cortina concluded the meeting with a legislative update.
- Friday, June 16th – Community Economic Resilience Fund (CERF) High Road Transition Collaborative kick-off meeting in Bishop. I have been chosen to represent Mono County on the CERF Equity, Climate, & Labor Subcommittee. The CERF is charged with developing a plan for the 7-county “eastern” Sierra Region that will pilot sustainable infrastructure, build capacity in existing organizations, support regional plans, & build on existing funding channels.

**Supervisor Peters:**

- Thank you to all the departments involved to finish the Bridgeport sidewalk project.
- Attended the Bridgeport RPAC.
- Tour with Yana.
- Attended the NACo Rural Action Caucus meeting.
- Eastern Sierra on Aging meeting.

**Note:**

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

**Supervisor Salcido:**

- Monday, June 12, 2023: Behavioral Health Advisory Board Review and approval of MHSA three-year plan
- Thursday, June 15, 2023: ESCOG
- Friday, CERF Kick off Meeting, Attended eastside meeting of CERF leadership group sponsored by SBC. In Bishop
- Monday, June 19, 2023: Tax Sharing Ad Hoc Committee, Discussion of ERAF

Moved to Closed Session.

**ADJOURNED at 2:39 PM.**

**ATTEST**

---

**RHONDA DUGGAN  
CHAIR OF THE BOARD**

---

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

**Note:**

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





OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE**    October 17, 2023

**Departments: Human Resources**

**TIME REQUIRED**

**SUBJECT**            Amendment to the Mono County  
Allocation List for the Health and  
Human Services Department

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### AGENDA DESCRIPTION:

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

Proposed resolution of the Mono County Board of Supervisors authorizing the CAO to amend the County of Mono List of Allocated Positions in the Department of Health and Human Services to eliminate one Fiscal & Administrative Services Officer and add one Fiscal & Administrative Services Officer I/II, add one Supervising Integrated Case Worker, and add one part time Senior Services Site Attendant. These positions were intended to be approved during the budget adoption, but there was an oversight, and this item corrects the error.

---

### RECOMMENDED ACTION:

Adopt proposed resolution.

---

### FISCAL IMPACT:

None.

---

**CONTACT NAME:** Jay Sloane

**PHONE/EMAIL:** /

---

### SEND COPIES TO:

Jay Sloane

---

### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

Click to download

[Staff HHS alloca](#)

[Reso HHS allocation](#)

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History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
10/12/2023 1:31 PM	County Counsel	Yes
10/12/2023 1:54 PM	Finance	Yes
10/12/2023 2:00 PM	County Administrative Office	Yes



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

**BOARD OF SUPERVISORS**

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Rhonda Duggan / District 2

VICE CHAIR

John Peters / District 4

Bob Gardner / District 3

Lynda Salcido / District 5

Jennifer Kreitz / District 1

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**ASSESSOR**

Hon. Barry Beck

**DISTRICT ATTORNEY**

Hon. David Anderson

**SHERIFF / CORONER**

Hon. Ingrid Braun

**ANIMAL SERVICES**

Chris Mokracek "Interim"

**BEHAVIORAL HEALTH**

Robin Roberts

**COMMUNITY DEVELOPMENT**

Wendy Sugimura

**COUNTY CLERK-RECORDER**

Queenie Barnard

**COUNTY COUNSEL**

Stacey Simon, Esq.

**ECONOMIC DEVELOPMENT**

Jeff Simpson

**EMERGENCY MEDICAL SERVICES**

Bryan Bullock

**FINANCE**

Janet Dutcher

CPA, CGFM, MPA

**HEALTH & HUMAN SERVICES**

Kathy Peterson

**INFORMATION TECHNOLOGY**

Mike Martinez

**PROBATION**

Karin Humiston

**HEALTH & HUMAN SERVICES**

Kathy Peterson

**PUBLIC WORKS**

Paul Roten

To: Board of Supervisors

From: Jay Sloane

Date: October 17, 2023

Re: Allocation List Change in Health and Human Services

**Recommended Action**

Review and adopt the resolution updating the allocation list

**Discussion**

The allocation list that the Board adopted on 9/12/2023 includes a position title in the Health and Human Services Department called Fiscal & Administrative Services Officer at grade MCPE 79. The appropriate name for this position is Fiscal & Administrative Services Officer I/II at grade MCPE 75/79. This allows the department to fill the position at a lower salary and qualification level if needed.

On August 10, 2023 the Board of Supervisors approved the Health and Human Services department structure, and this structure was not appropriately allocated during the budget, due to an oversight, adoption on September 12, 2023. Therefore, I am recommending a correction to the allocation list to include another full time Supervising Integrated Case Worker and a part time Senior Service Site Attendant, as approved by the board on August 10, 2023.

If you have any questions on this matter prior to your meeting, please call me at (760) 932-5405



R23-\_\_

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

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

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

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

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

**NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES** that the County Administrative Officer is authorized to amend the County of Mono List of Allocated Positions to reflect the following changes, all within the Department of Health and Human Services:

Eliminate the allocation of one full-time permanent Fiscal & Administrative Services Officer salary range MCPE 79 (new total: zero).

Add the allocation of one full-time Fiscal & Administrative Services Officer I/II at salary range MCPE 75/79 (new total: one).

Add the allocation of one full-time permanent Supervising Integrated Case Worker at salary range MCPE 72 (new total: two).

Add the allocation of one part-time Senior Services Site Attendant at 0.5 FTE at salary range MCPE 45 (new total: one)

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**PASSED, APPROVED and ADOPTED** this 17th day of October, 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



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    October 17, 2023

**Departments: Public Works - Roads**

**TIME REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT**            Service/Lube Truck Acquisition to  
Replace Outdated Vehicle

**AGENDA DESCRIPTION:**

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

Proposed purchase of 2024 Freightliner 108 SD Lube and Service Truck from Valew Quality Truck Bodies to replace the current Lube and Service Truck which is outdated and not CARB compliant.

**RECOMMENDED ACTION:**

Authorize Public Works Director to purchase 2024 Freightliner 108 SD on behalf of the County in an amount not to exceed \$335,000.

**FISCAL IMPACT:**

\$335,000, which includes taxes, license, and delivery charges, paid for from the Fleet's Capital Asset Budget which operates as an Internal Service Fund. There is a budget shortfall of up to \$40,000, which adjustment will be made at mid-year, if necessary.

**CONTACT NAME:** Steve Reeves

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES    NO

**ATTACHMENTS:**

<b>Click to download</b>
<input type="checkbox"/> <a href="#">Lube Truck Staff Report</a>
<input type="checkbox"/> <a href="#">Attachment A Valew Sales Order</a>
<input type="checkbox"/> <a href="#">Attachment B Lube and Service Specifications</a>
<input type="checkbox"/> <a href="#">Service Truck Drawing</a>

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
10/12/2023 4:13 PM	County Counsel	Yes
9/25/2023 12:38 PM	Finance	Yes
10/12/2023 4:22 PM	County Administrative Office	Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS SOLID WASTE DIVISION

POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517  
760.932.5440 • FAX 760.932.5441 • [monopw@mono.ca.gov](mailto:monopw@mono.ca.gov) • [www.monocounty.ca.gov](http://www.monocounty.ca.gov)

**Date:** October 10, 2023  
**To:** Honorable Chair and Members of the Board of Supervisors  
**From:** Steve Reeves, P.W. Road Superintendent  
**Subject:** Purchase of New Lube / Service Truck to Replace Old Lube / Service Truck.

## **Background:**

The current lube / service truck #0103 was to be replaced in fiscal year 2022 / 2023. This was not replaced due to our supplier not being able to deliver the truck we needed among other circumstances beyond my knowledge. The current truck #0103, is a 2002 International with 195,000 miles and is not CARB compliant. The truck's body is deteriorating and in need of some repairs. The welder and oil pump system are outdated and insufficient. This truck is stationed in Crowley Lake in the south county. We need to replace this service truck for our mechanic to be productive and adequate in repairs of our equipment. This is a specialized serviced service truck that travels hundreds of miles every week to repair and maintain our equipment in the field.

Valew Quality Truck Bodies is the manufacturer of our current lube / service trucks. They are in Adelanto, CA. Therefore, they can supply a tier 4 final, CARB compliant vehicle. Our normal supplier (Silver State International), located in Nevada, is unable to supply us with a CARB compliant vehicle at this time. Valew Quality Truck Bodies has submitted a complete specification sheet. (Attachment B)

This item was included in the capital asset table of the approved budget by the board in September 2023 at an estimated amount of \$295,048. Since then, there has been an increase in cost. (Attachment A)

If you have any questions regarding this item, please contact me at (760) 932-5449.

Respectfully submitted,

*Steve Reeves*

Steve Reeves  
Public Works Road Superintendent

Attachments: Attachment A – Valew Sales Order.

Attachment B – Lube and Service specifications  
Exhibit 1 - Drawing



# Sales Order

## Valew Quality Truck Bodies

**Mailing Address**

PO Box 310  
Adelanto, CA 92301

**Overnight Address**

12522 Violet Rd  
Adelanto, Ca 92301



S.O. No. \_\_\_\_\_

Quote # \_\_\_\_\_

Date \_\_\_\_\_

Toll Free: 844-208-2539

Name/ Address

Ship to

P.O. No.	Terms	Rep	Class	Ship Via	FOB

Quantity	Item	Description	Rate	Amount

<b>Subtotal</b>
-----------------

Buyer agrees to Terms and Conditions set forth by Seller including "General Terms and Conditions of Sale". Buyer also acknowledges receipt and acceptance of the documentation attached labelled " Addendum A", "Addendum B" and "Addendum C".

Buyer Signed \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS OF SALE

The buyer ("**Buyer**") acknowledges and agrees (i) that the General Terms and Conditions of Sale ("**Terms**") set forth below represent the Terms upon which Hayes Welding, Inc., dba Valew Welding & Fabrication, or 1954 Manufacturing, Inc. ("**Company**" or sometimes "**Seller**") agrees to sell the truck bodies which it manufactures and sells (hereinafter referred to as "**Truck Bodies**"), and (ii) that the Terms shall be deemed incorporated into all of Valew's Quotes & Sales Orders ("**Sales Orders**"), Invoices ("**Invoices**"), and Bills of Lading ("**BoL**"). The Sales Order, Invoice and BoL shall be sometimes collectively referred to herein as the "**Sales Documents**." The Sales Documents supersede and completely replace all Buyer Purchase Orders or offers to purchase.

**1. Manufacture and Purchase of Products.** The Truck Bodies that Valew manufactures are to be installed in and on a cab and chassis ("**Truck**") manufactured by commercial truck manufacturers (singularly "**Truck Manufacturer**") and sold either to Buyer through an authorized dealer ("**Dealer**"), or sold to Valew, a used truck dealer, who will then add the selected Truck Body and sell the completed Product (defined below) to Buyer. Buyer acknowledges and accepts that the sales process involving a truck purchased by Seller and then resold to Buyer, may be considered the sale of a used motor vehicle by the State of California. Sales Orders may include additional work to be done by outside vendors, identified on the Sales Orders. Buyer understands that by entering into a Sales Order with Valew it is offering to purchase a Truck from a prearranged Dealer or from Valew, as the case may be, and a Truck Body from Valew, to be installed after delivery of the Truck to Valew. Additionally, in the event that Buyer's Sales Order includes modifications to the Truck ("**Modifications**") to be made by an outside vendor ("**Vendor**"), such work shall be completed before the Truck is delivered to Valew for manufacture and installation of the Truck Body. The Truck, Modifications and Truck Body shall be sometimes collectively referred to herein as the "**Product**." Buyer acknowledges that it must sign a written Sales Order on Valew's Sales Order form and that such Sales Orders shall constitute an offer from Buyer to purchase the specified Truck from Dealer, any modification work from Vendor and the Truck Body from Valew upon the terms set forth in the Sales Order and including the Terms. Add to Bill of Lading

**2. Acceptance.** Valew shall be deemed to have accepted a Buyer signed Sales Order upon the earlier to occur of the following: (a) the execution of the signed Sales Order by Valew and the return of a copy of the executed Sales Order to Buyer; (b) commencement of work on the Products, materials and/or services to be purchased, including the placing of an order for a Truck by Valew from a Dealer; (c) failure to raise any issues by Valew with the Sales Order within 72 hours of Valew's receipt of the Sales Order. **VALEW'S ACCEPTANCE IS LIMITED TO ACCEPTANCE OF THE EXPRESS TERMS OF THE SALES ORDER AND DOES NOT INCLUDE ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY BUYER OR ANY ATTEMPT BY BUYER TO VARY THE TERMS HEREOF.**

**3. Seller Changes.** The Product shall be manufactured to the agreed upon specifications, subject to Model and mid-year changes by the Truck Manufacturer, and subject to design changes and updates implemented by Seller, which shall be deemed in conformance with the specifications. Seller reserves the absolute right to substitute parts and components at its discretion, provided they do not affect the overall functionality of the Product.

**4. Buyer Changes.** Buyer may, at any time prior to delivery, request changes to the specifications for the Products and delivery thereof. Such changes must be requested in a written amendment to the Sales Order, which shall identify the changes to be made. If Seller accepts such changes, it shall designate on an Amended Sales Order any increases or decreases in the cost or estimated time required for performance, and Buyer shall sign the amended Sales Order agreeing to the new pricing and terms. Any revisions to a Sales Order, price or otherwise, must be in writing and signed by both parties.

**5. Prices; Taxes.** Prices and terms of payment are set forth in the Sales Order or Invoice (the "**Prices**"). All Prices are estimates based on Seller's known or anticipated costs. Prices are subject to any terms, interest, service charges and the like enumerated on the Sales Order and Invoice. All charges by the Truck Manufacturer and Vendor pass through to Buyer and are the responsibility of Buyer, including flooring changes resulting from Buyer's delay in accepting delivery after being notified of the completion of the Product or Products. Taxes, excises, and other charges, including any increases or new levies, relating to the sale, purchase, delivery, storage, manufacturing, use, consumption or otherwise, of the Products, for which Valew is liable, shall be paid by Buyer in addition to the Prices set forth in the Sales Order. This sale shall not be complete until delivery and all Prices are subject to change prior to delivery as set forth below. Prices on orders the delivery of which is delayed at the request of Buyer are subject to change without notice; and in such cases, Products will be shipped and invoiced at prices in effect at the time of the shipments.

**6. Refunds, Deposit and Liquidated Damages.** Buyer acknowledges that upon acceptance of Buyer's offer contained in a Buyer signed Sales Order, that Seller will undertake to acquire and manufacture the Products in accordance with the Sales Order and that in the event that Buyer fails to accept the Products (other than for nonconformance to the Products specifications) or fails to take delivery of the Products when completed, cancels the Sales Order or otherwise breaches its obligations under the Sales Order (collectively "**Buyer's Failure**"), that Seller may suffer significant damages and out of pocket expenses. Buyer shall be responsible for all of Seller's damages arising from Buyer's Failure, including the amount of the reduction in the eventual selling price of the Truck compared to Buyer's agreed upon Price, if any, flooring costs and/or the out-of-pocket costs relating to custom work ("**Seller's Damages**"). Seller's lost opportunity costs and other damages relating to Buyer's Failure may be difficult to determine. In the event that Buyer has given Seller a deposit, Seller may, in its absolute discretion, offset Seller's Damages against the deposit, or retain the deposit as liquidated damages and not as a penalty or at in its sole and absolute discretion refund the balance.

**7. Delivery and Delay.** Prices and shipments are F.O.B. Valew's dock in Adelanto, California or Graham, Texas, as set forth in the Sales Order unless otherwise stated in the Sales Documents and expressly agreed to by Valew. Buyer is to pay freight unless the Sales Documents provide otherwise. If Valew is to pay freight, Valew shall have the right to designate the means of transportation and routing, and if Buyer requires any other means of routing, Buyer shall pay any extra cost involved. Buyer shall pay to Valew shall pay the applicable freight costs at the time of shipping. Delivery to the carrier shall constitute delivery to Buyer at which time Valew's responsibility shall cease, its title shall transfer and all risk of loss or damage in transit shall be borne by Buyer. Insurance for any shipment is the responsibility of Buyer. Any shipment or delivery date given is approximate and not a guarantee of a particular date of shipment or day of delivery. Valew shall, under no circumstances, be liable for failure to deliver on a specific date or delays in delivery regardless of the reason for the shipment or delivery delay. Claims by Buyer for damages, loss, shortage, or delay are not cause for cancellation of the contract. Valew reserves the right to make delivery in installments or to make partial shipments unless otherwise expressly stipulated in the Sales Documents. All such installments or partial shipments shall be separately invoiced and paid for when due, without regard to prior or subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer of its obligation to accept remaining deliveries. If Buyer fails to pick up Product within 30 days of Seller sending email notice that the Product is completed and ready for delivery ("**Delivery Notice**"), Seller shall have the right, in Seller's absolute discretion and without further notice to Buyer, to either cancel the Sales Order and sell the Product to another buyer or charge Buyer for the actual flooring costs incurred by Valew on a daily rate from the date of the Delivery Notice until the date the Buyer accepts delivery.

**8. Inspection.** If, upon receipt of Products by Buyer, the same shall not conform to the agreement between Buyer and Valew as set forth in the Sales Order, Buyer shall notify Valew in writing within ten (10) calendar days from receipt of the Products (within five (5) calendar days if a shortage is claimed) and before any part of the Product has been changed from its original condition, and shall provide detailed information as to the nonconformity or shortage and shall hold the Products for Valew's disposition and afford Valew a reasonable opportunity (not less than 10 business days) to inspect the Products. In no event shall the Products be returned without Valew's consent. Failure to comply with the terms of this paragraph shall constitute a waiver by Buyer of all claims in respect of any nonconformity or shortage of such Products and shall be conclusive evidence that Valew has satisfactorily performed.

**9. Cancellation.** The Sales Order can be cancelled by Seller at any time prior to delivery for any reason. Buyer may cancel the Sales Order at any time 30 days or more prior to delivery upon giving written notice to Seller, subject to the provisions of Paragraph 6 above.

**10. Warranties.** Only those Warranties expressly set forth on the attached Addendum A, Valew Limited Warranty, are provided by Seller. Additionally, all warranties are subject to the terms the attached Addendum B, **Warranty Disclaimer**.

**11. Additional Warnings and Disclaimers.** Seller provides warning stickers and signs that are attached to the Products, as well as a QR Code located on the dashboard of each Truck that will display the warnings on a cell phone (collectively the "**Warnings**"). Buyer will be responsible for reading and preserving such Warnings and making certain that any employees, agents, contractors, and drivers that may use any of the Products or any third parties to whom the Products are transferred for any reason ("**Transferees**"), are required to read, and understand the Warnings and are provided thorough instruction on how to safely use the Products. See attached Addendum C, **Warnings and Disclaimers**.

**12. Limitation on Remedies.** EXCEPT AS PROVIDED IN SECTION 7 RELATING TO THE LIMITED WARRANTY, BUYER'S SOLE REMEDY FOR ANY CLAIMS RESULTING FROM A SALES ORDER OR FROM PERFORMANCE OR BREACH THEREOF OR THE NONDELIVERY OF PRODUCTS SHALL BE AN AMOUNT NOT TO EXCEED THE PURCHASE PRICE OF THE PRODUCTS GIVING RISE TO THE CLAIM. SELLER SHALL NOT BE LIABLE FOR CONTINGENT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES TO PERSONS OR PROPERTY, LOST PROFITS, LOSS OF PRODUCTION, OR GOODWILL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES OR PENALTIES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DEFECTIVE MATERIAL OR WORKMANSHIP OR ANY DELAY, ACT, ERROR, OR OMISSION. Buyer has accepted this restriction on its rights to recover consequential damages as part of its bargain with Seller. Buyer acknowledges that the price of the products would be higher if Seller were required to be responsible for Buyer's consequential damages. Buyer must commence any action against Seller arising from a Sales Order within one year from the date the cause of action accrues. Seller's sole liability and Buyer's exclusive remedies are stated in this Section and in Section 9.

**13. Buyer's Representations and Warranties.** Buyer represents and warrants that prior to accepting delivery of the Product (i) Buyer has researched the licensing laws of any state in which it intends to use, lease or resell the Product and confirmed that the Product can be licensed in such state or states, (ii) Buyer shall be fully responsible for licensing the Product and takes all risks relating to licensing the Product, and (iii) Buyer understands that the Products have been manufactured in compliance with the safety laws of the State of California, including the rules and regulations of the California Department of Transportation, the California Department of Motor Vehicles, and the California Air Resources Board and accepts the Product on that basis, (iv) Buyer has researched the allowable weight limits and loads in any areas it intends to use the Products and accepts full responsibility for compliance with any weight or load requirements, (v) that Buyer understands that manufacturers of Products often derate vehicles from 33000 GVW to 26000 for various reasons and that Seller also has the right to derate a Product as well and accepts any such derating, and (vi) if Buyer has provided the Truck or intends to use, lease or sell the Product outside of the State of California, that Buyer accepts full responsibility for any risks or damages that may arise out of or be related to such out of state use or sale, and shall be responsible for all costs of transportation of the Product to and from California for any Warranty work or repair.

**14. Indemnification.** Buyer agrees to indemnify, defend, and hold harmless Valew, and its officers, directors, shareholders, employees, contractors, agents, and representatives (collectively, "**Indemnitee**"), against all liability, demands, claims, costs, losses, damages, recoveries, settlements, and expenses (including interest, penalties, attorney fees, accounting fees, and expert witness fees) incurred by Indemnitee ("**Losses**"), known or unknown, contingent or otherwise, directly or indirectly arising from or related to (i) the use or operation of the Product by anyone for any reason; (ii) any **ON ROAD** use of the water trucks, (iii) failure to determine and adhere to safe load and capacity limitations for the Products, (iv) the modification or removal of any Warning placards or QR Codes provided with the Product or failure to provide the Warnings to its employees, agents, contractors, drivers or Transferees, of the dangers inherent in the use of the Product; (v) the breach of any items referenced in the **Warnings and Disclaimers**, Addendum (Addendum C) attached hereto, (v) any Losses that arise as a result of Seller being required to appear in any other state our country, with relation to a Product or Truck that was purchased by Buyer and (vi) any of any of the terms and conditions or the Representations or Warranties provided by Buyer herein.

**15. Non solicitation.** During any time that Buyer is purchasing Products from Seller and for a period of one year after the date of the last purchase, Buyer shall not, and shall cause Buyer's affiliates and representatives to not, directly or indirectly, (i) induce or attempt to induce any employee or independent contractor of Valew or any of its affiliates to leave the employ or services of Valew, or any of its affiliates or in any way interfere with the relationship between Valew or any of its affiliates and any employee or independent contractor thereof, (ii) hire or otherwise retain any person who was an employee or independent contractor of Valew or any of its affiliates within 365 days prior to the time such employee or independent contractor is hired or otherwise retained by Buyer or its affiliates, (iii) induce or attempt to induce any customer, supplier, licensee, licensor, franchisee or other business relation of Valew or any of its affiliates to cease doing business with Valew or any of its affiliates, or in any way interfere with the relationship between any such customer, supplier, licensee or business relation and Valew or any of its affiliates or (iv) directly or indirectly acquire or attempt to acquire an interest in any competing business.

Buyer Initials :

GENERAL TERMS AND CONDITIONS OF SALE CONT.

16. Remedies -Waivers. The rights, powers, privileges, and remedies of Seller herein reserved shall be cumulative and in addition to any other or further rights, powers, privileges, and remedies provided in law or equity. A waiver by Seller of any right under this contract shall not affect any rights subsequently arising under the same or similar provisions hereof, nor shall it operate as a waiver of the provision or condition under which such rights arise.

17. Notices and Communication. Buyer consents to and acknowledges that all notices that may be required by this Agreement as well as any communication between Buyer and Seller relating to any or all of the Sales Documents or the Product shall be sent to the respective parties via email at the email addresses provided or used at the initiation of the Quote or Sales Order. The place of notice may be modified by appropriate registered or certified mailing to the parties.

18. Governing Law/Dispute Resolution. This Sales Order shall be governed and interpreted by the laws of the State of California. Venue and jurisdiction for any action based on this Sales Order, shall rest exclusively in San Bernardino, California. Any dispute, controversy or claim arising out of this Order, or the breach thereof, that cannot be settled through negotiation shall be settled by arbitration in the county where Seller's corporate headquarters is located, administered by the AAA under its Commercial Arbitration Rules. Judgment on the award by the arbitrator may be entered in any court having jurisdiction thereof. If a party requires interim relief, this arbitration provision shall not apply to the extent a party needs to seek such interim relief from the appropriate court under this provision. If any action at law or in equity, through arbitration or otherwise, is necessary to enforce the terms of this Order, the prevailing party shall be entitled to reasonable attorney's fees, costs, and expenses, in addition to any other relief to which such prevailing party may be entitled.

19. Entire Contract. Seller's agreement to furnish the Products is expressly conditioned on Buyer's assent to these Terms and Conditions of Sale. These Terms and Conditions include any Addendum that are attached hereto. Assent to these Terms and Conditions of Sale by Buyer shall be indicated, inferred, and deemed to have been made unless Buyer shall notify Seller in writing to the contrary promptly after the receipt of this document. In the absence of such notification, these Terms and Conditions of Sale shall be (unless otherwise specifically agreed to in writing by an officer of the Seller) the sole terms and conditions governing any purchase and sales contract entered between Seller and Buyer. Any of the terms and conditions of Buyer's order which are inconsistent with the terms and conditions hereof shall not be binding on Seller and shall be considered applicable to the sale of shipment of the Products. No modification of, or addition to, or waiver of any of the terms and conditions hereof will be effective unless agreed to in writing by an office of Seller; and in no event shall it affect only liability of Buyer to Seller accrued prior thereto.

VALEW LIMITED WARRANTY

Valew expressly warrants and represents to Buyer, only, that the Truck Bodies shall (a) conform to the terms of the Sales Order, and (b) be free from defects in material and workmanship (the "Limited Warranty"). This Limited Warranty applies only to the original purchaser unless Seller expressly authorizes Buyer to resell the Products in the Sale Documents, in which event this warranty applies only to the first repurchase. Only products and components ("Components") directly manufactured by Valew are covered by this Limited Warranty. Components manufactured by Valew include the water tank, dump body and other styles and components fabricated and manufactured by Valew at Valew's factory in Adelanto, California ("Adelanto Facility"). Quality of the Truck Bodies shall be in accordance with Valew's specifications and Valew shall not be liable for tolerances and variations from specifications consistent with usages of the trade or normal manufacturing defects.

The Truck, Modifications and all components and parts thereof sold by but not directly manufactured by Valew as part of the finished unit are sold 'AS-IS' with NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXPRESSED OR IMPLIED. Trucks and Modifications sold as part of the finished Valew unit may be warranted by Truck Manufacturer or Vendor. Vendor will pass on any such Uncovered Component's warranty to Buyer, to the extent allowed by Truck Manufacturer or Vendor.

Except for the Limited Warranty, SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND SELLER DISCLAIMS ANY WARRANTY OF ANY OTHER KIND, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. See attached Warranty Disclaimer Addendum which is incorporated herein.

Information in Seller's catalog, on Seller's website or any other document is given after the exercise of due care in its compilation, preparation, and issuance; however, SELLER DISCLAIMS ANY LIABILITY RESULTING FROM THAT INFORMATION, except for the obligation under the Limited Warranty provided above to replace the product or, at Seller's option, to refund the purchase price to Buyer. BUYER AND SELLER AGREE THAT THE SOLE AND EXCLUSIVE REMEDY FOR NONCONFORMING PRODUCTS IS, AT SELLER'S OPTION, REPLACEMENT, REPAIR OR REFUND OF THE PURCHASE PRICE TO BUYER. The parties acknowledge that the price of Seller's Products would be much greater if Seller undertook more extensive liability. Valew will repair or replace, at its sole option, only those Components directly manufactured by Valew (i) for a period of six (6) months from the date of purchase or 12,000 miles, whichever comes first for "ON ROAD" vehicles, or (ii) for a period of four (4) months from the date of purchase or 6,000 miles, whichever comes first for "OFF ROAD" vehicles. Buyer acknowledges that all replacements and repairs are performed at Valew's Adelanto Facility and that Valew does not have warranty facilities at any other location. Buyer is solely responsible for all direct and indirect costs and expenses of transportation of the Products to and from the Adelanto Facility for warranty repair or replacement. The "date of purchase" shall be deemed to be the date of.

WARRANTY DISCLAIMER

Trucks, parts installed during Modifications and all component parts, such as valves, pumps or other items installed by Valew, that are not directly manufactured by Valew (collectively "Non-covered Components"), are not covered by the Valew Limited Warranty. In the event an original manufacturer's warranty exists, and Buyer requests Valew's help, Valew will make a reasonable effort to assist Buyer in obtaining the original manufacturer's warranty. Valew has no obligation to replace or repair any Non-covered Components. Valew's Limited Warranty does not cover damage caused by (1) loss or damage in transit, (2) unreasonable use, (3) Buyer's negligence, (4) accident, or acts of God, (5) installation or maintenance of parts or components by anyone other than Seller, (6) low fluid level or the use of a fluid other than those recommended by Seller, (7) the installation of any part that is not equal to the original in quality of materials or workmanship, (8) any installed part or accessory that fails because it was not designed or manufactured to fit the vehicle purchased by Buyer or (9) modification of the Truck Body or Products. Seller's limited warranty does not apply to any Truck that has ever been declared a total loss or salvage, or any Truck with an odometer that has been altered. Other items not covered by the Valew Limited Warranty include: (1) cleaning and polishing of the vehicle, (2) addition of fluids, unless they are needed as part of a warranty repair, (3) air conditioner refrigerant charge, unless required as part of a warranty repair, (4) broken, chipped or scratched window glass, (5) any item concerning the vehicle's general appearance or (6) replacement of expendable items, such as spark plugs, filters, gaskets, and belts.

THIS LIMITED WARRANTY DOES NOT COVER AND EXPRESSLY EXCLUDES ANY LIABILITY OF SELLER FOR ANY INTERRUPTION OF SERVICE, LOST TIME, LOST BUSINESS OR ANTICIPATED PROFIT, INCONVENIENCE, LOSS OF PAY, LODGING CAR OR EQUIPMENT RENTAL, TRAVEL COSTS OR ANY OTHER CONSEQUENTIAL DAMAGES INCURRED BY BUYER OR BY ANY OTHER PERSON.

WARNINGS AND DISCLAIMERS

Buyer understands that Seller manufactures construction grade units. Unless otherwise noted, Seller's water systems are for Off-Road use only and not to be used for transportation of water on any highway. Buyer shall be responsible for notifying all its employees, agents, contractors, and drivers, as well as any third parties to whom the Product or Truck is transferred, that the Truck is only allowed to be used Off-Road and is not to be driven on a highway. USE OF A TRUCK DESIGNED FOR OFF-ROAD USE IS EXTREMELY DANGEROUS, COULD TIP OVER ON CURVES AND MAY RESULT IN SERIOUS INJURY OR DEATH. BUYER ASSUMES ALL LIABILITY AND RISK FOR THE ON ROAD USE OF A TRUCK. Seller assumes no responsibility or liability for the failure of any unit to meet with standards required by any state, federal or local regulatory agency, including OSHA or similar state or local agencies. Buyer shall be solely responsible for determining whether the unit is suitable for the purpose for which Buyer intends to use it and for obtaining any approvals, permits or authorizations for use of the unit by any state, federal or local regulatory agencies or by any customer of Buyer. Buyer agrees that Seller shall not be liable if approval, permit or authorization for use of the unit for any reason is refused, limited, or denied by any state, federal or local government agencies or by any customer of Buyer.

THE UNITS SOLD BY SELLER ARE MANUFACTURED FOR CONSTRUCTION USE ONLY AND NOT FOR THE STORAGE OR TRANSPORTATION OF POTABLE DRINKING WATER. It is understood by Buyer that Seller does not make any representation that the unit sold, is suitable for storage or transportation of potable water. Buyer understands that if the unit's intended application is for the transportation or storage of potable water, federal, state, or local regulations or statutes may apply. Buyer assumes all risk and responsibility for obtaining any approvals, permits or authorizations for use of the unit by any state, federal or local governmental agencies or by any customer of Buyer. Buyer agrees that Seller shall not be liable if approval, permit or authorization for use of the unit to transport or store potable water is refused or denied by any state, federal or local governmental agencies or by any customer of Buyer.

Buyer acknowledges and agrees that Valew has provided only approximate gallon capacities, loading capabilities or gauges of material used and agrees that Seller will have no liability for deviations or discrepancies in capacities listed or loading capabilities of the Trucks and components thereof that are manufactured by companies, persons, or entities other than Seller. Buyer understands that Seller reserves the right at any time to change capacities, load limits, gauges of or type of material or to substitute components without notice to Buyer. Buyer acknowledges that estimated dump truck load capacities are by weight and not by volume and that Buyer will be solely liable for determining both the safe and the legal load in the unit and for complying with any statutes or regulations pertaining to the load to be carried. Seller does not warrant Internal coatings, whether or not the coating was requested or specified by Buyer.

**Seller**  
**Valew Quality Truck Bodies**

**Buyer**  
**Company :**

**Name :** Title :

**Name :** Title :

**Signed :** Date :

**Signed :** Date :



## Looking for Financing? Valews Preferred Financing Partner



We offer competitive loans and leases for all brands of new and used trucks, trailers, and titled vocational and specialty equipment vehicles.

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As a national independent lender, we've helped thousands of operators and fleets of all sizes upgrade their equipment and expand their business. In doing so, we've become very skilled at helping small fleets find success.

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Maximize your purchasing power. Save time and hassle by getting prequalified before you shop. Buy anywhere – out-of-state or local, dealer or private party. Get flexible repayment options and terms up to 84 months.

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**INNOVATIVE  
FINANCING**

Quality Truck Bodies from VALEW combined with  
Fast, Easy Equipment Financing from Crossroads



# Trucking Resources Designed to Help You Succeed



## Equipment Financing

Crossroads provides the financing you need for the independence you deserve. Whether you operate a small fleet of on-highway trucks or a fleet of one, you can save time with our quick approval process, and get funded in as little as 24 hours.

## Commercial Insurance

Let our experts assist you with the best coverage for your business, whether you have 1 or 100 trucks. Liability/NTL, Physical Damage, Occupational Accident, Cargo, UIIA Access and more. We can help keep you on the road and in compliance.

## Please reach out to our dedicated Account Manager

### Luis Rodriguez

Business Development Manager  
Office: 909-291-6461  
Mobile: 909-942-9270  
lrodriguez@crlease.com

9385 Haven Avenue  
Rancho Cucamonga, Ca 91730



**Please contact me for credit app  
upon completion of truck**

## SBA Lending

Finance owner-occupied real estate to a 25-year term. Obtain new equipment, refinance existing debt, or finance a business acquisition or partner buyout to a 10-year term through our SBA program.

## Guaranteed Asset Protection

GAP is an amendment to a vehicle finance contract that waives all or a portion of what is owed on the contract after a settlement is paid for a total loss of a vehicle. Ensure that you are fully covered in the event of loss or theft with semi-truck or trailer GAP or GAP+ protection.

## Maintenance Support

Take advantage of real-time analytics and centralized communication through Fleetrock's maintenance platform. Maximize ROI through a national network of service providers with negotiated pricing and preferred repair times.

## Customer Service

Whether buying your first truck or fiftieth trailer, we're here to help you every step of the way. Our team of experts is laser focused on one thing – *your* success.



# Valew Quality Truck Bodies

12522 Violet Rd. Adelanto, CA. 92301

760-246-4878

## New 2024 Freightliner 108SD 6X6 with CLOSED BACK LUBE AND FUEL SERVICE BODY

### Freightliner 108SD 6x6 Specifications:

**L9 Cummins Diesel w/ 350 HP – 1050 torque**

Allison 3000 Series Auto Transmission

2-Speed transfer case

16,000lb front drive axle, 40,000lb rear axles locking differentials

Aluminum Front Wheels and Steel rear with 385 super single tires

Wide Track-suspension

Air Brakes

VGT Engine Brake

Aluminum battery box

Aluminum 60-gallon fuel tank, and small D.E.F. tank

A/C, P/S, AM/FM Radio, tilt, cruise, mirrors and visor, chrome upright exhaust

Air Driver and Passenger non-suspension bucket seats

White in color

### Bed Construction:

Valew's lube and service body conforms to ASTM and DOT specifications, and is constructed out of A-36 3/16" plate or channels. All body components are mounted to provide maximum ground clearance.

- **Compressed Air System:** Atlas hydraulic driven compressor producing 40 CFM located on passenger side in front of grease barrel compartment with Sampson extra heavy duty reel. System is complete with 50'x3/8" hose assembly, 30-gallon air tanks, quick disconnects, and blow gun.
- **Tanks:** Valew tank package includes, (5) 90-gallon oil product tanks, (1) 175-gallon oil product tank, (1) 175-gallon waste oil recovery tank, and (1) 55- gallon grease station. The tank package is customized to fit your needs.

- **Plumbing:** All hoses and lines are appropriately sized and pressure rated for function. All hose fittings are swivel type. **Oil products are hydraulic driven pumps that are load sensing and pressure compensated.** Grease, and reclaim are air driven Sampson brand pumps, all fitted with 50' hose assemblies to give you maximum flexibility and range
- **Storage System:** Comes complete with integrated lighted under body storage boxes, **HD Roller bearing drawer set in passenger side front underbody storage box**, below deck filter box, and trash compartment plumbed to the oil recovery system. **Valew to install a Miller Bobcat 260 Gasoline Welder / Generator on the deck in the front of the product tanks, mounted side to side and leaving space to access. The controls facing towards the passenger side.**  
**Large, oversized tire carrier with extra reinforcement mounted between the cab and in front of the welder / generator.**
- **(2) Upper deck storage boxes, (1) each side in rear up against the rear reel cage**
- **Automatic Rear Door:** Easily accessible rear compartment houses all hose reels and controls and is secured with an air operated automatic door. Valew has installed an additional 12-volt DC outlet for easy trailer light testing.
- **Work Lights:** (6) LED work lights are provided to light side and rear work areas, along with LED Beacon.
- **Warranty:** Valew warranties the bodies for 12 months for workmanship and materials and 24 months on Sampson components
- **Primer and Painted White in color**
- **PRICE \$ 306,900.00 plus all applicable taxes (Quotation Only)**

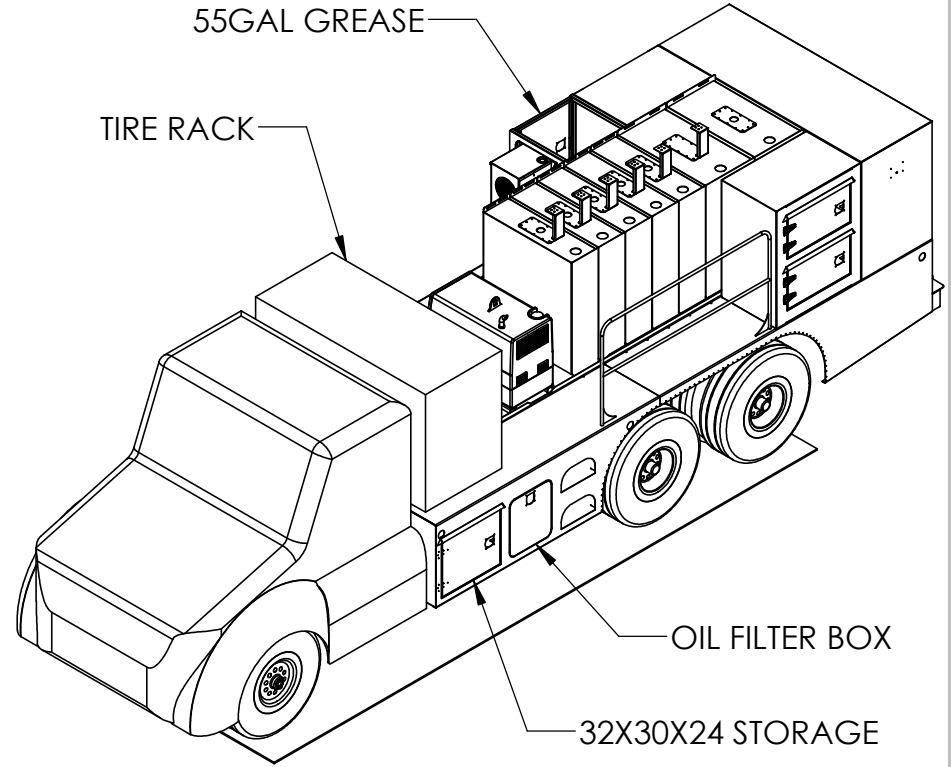
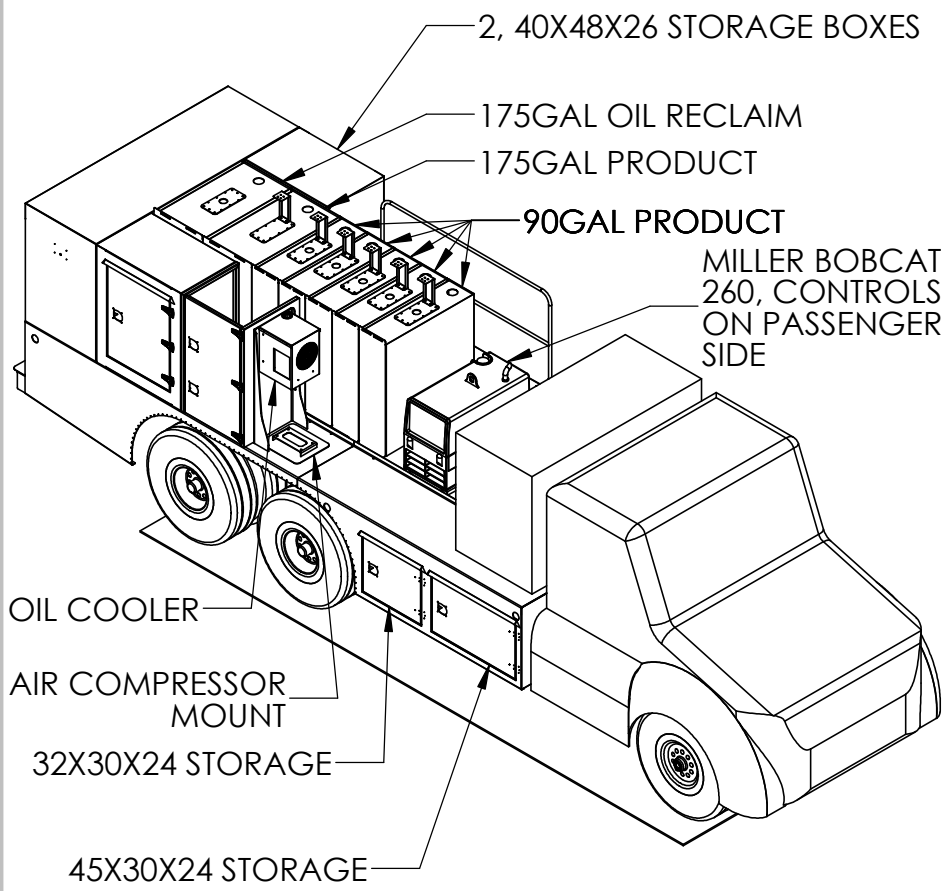
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		ANGULAR: MACH ± BEND ±	MFG APPR.		
		TWO PLACE DECIMAL ±	Q.A.		
		THREE PLACE DECIMAL ±	COMMENTS:		
		INTERPRET GEOMETRIC TOLERANCING PER:			
		MATERIAL			
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NEXT ASSY	USED ON				
APPLICATION		DO NOT SCALE DRAWING			

**VALEW**

TITLE:  
**135CA CLOSED BACK LUBE**

SIZE	DWG. NO.	REV
<b>A</b>	0K CBL 135CA	<b>A</b>

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OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE**    October 17, 2023

**Departments: Behavioral Health**

**TIME REQUIRED**

**SUBJECT**            Contract Amendment with Mental  
Health Services Oversight and  
Accountability Commission for Mental  
Health School Services Act Grant  
Funds

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### AGENDA DESCRIPTION:

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

Proposed contract amendment with Mental Health Services Oversight and Accountability Commission for Mental Health School Services Act grant funds.

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### RECOMMENDED ACTION:

(1) Approve County entry into proposed contract amendment and authorize CAO to execute said contract amendment, and  
(2) Delegate authority to CAO to approve future minor changes or revisions that do not substantively alter the agreement or significantly change the contract amount and are approved as to form by County Counsel.

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### FISCAL IMPACT:

None.

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**CONTACT NAME:** Amanda Greenberg

**PHONE/EMAIL:** 760-924-1754 / [agreenberg@mono.ca.gov](mailto:agreenberg@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="#">Original Contract</a>
<input type="checkbox"/> <a href="#">Amended Grant Agreement</a>
<input type="checkbox"/> <a href="#">Amended Scope of Work</a>

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
10/5/2023 3:56 PM	County Counsel	Yes
10/12/2023 2:26 PM	Finance	Yes
10/12/2023 2:31 PM	County Administrative Office	Yes



**MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT**

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**COUNTY OF MONO**

---

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

**TO:** Mono County Board of Supervisors

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

**DATE:** October 12, 2023

**SUBJECT:**

Contract Amendment with Mental Health Services Oversight and Accountability  
Commission for Mental Health School Services Act Grant Funds

**DISCUSSION:**

In 2022, Mono County Behavioral Health was awarded funds through the Mental Health School Services Act grant, which has already expanded access to mental health services for children and youth. This contract amendment includes minor changes or revisions that do not substantively alter the agreement or price of the original contract, such as changes to reporting deadlines and changes related to the funding source of the grant. Mono County Behavioral Health continues to work closely with the Mental Health Services Oversight and Accountability Commission and local partners to operate the school-based programming funded under this grant.

**SUBMITTED BY:**

Amanda Greenberg, Mono County Behavioral Health Program Manager, Contact:  
760.924.1754



## Grant Agreement

CONTRACTING AGENCY:	Mental Health Services Oversight and Accountability Commission
CONTRACTOR:	Mono County Behavioral Health
AGREEMENT NUMBER:	21MHSOAC054
DGS EXEMPTION:	WIC 5897(f) and 5886(m)

### **Parties**

This Grant Agreement (Agreement) is entered into between Insert name (Grantee or County), a branch of county government headquartered in Insert city name; and the Mental Health Services Oversight and Accountability Commission (MHSOAC or Commission), a branch of State government headquartered in Sacramento, CA.

### **Term**

This Agreement term begins on the last date of signature shown below and ends on June 30, 2026.

### **Funding Amount**

The maximum award under this Agreement is:  
\$2,500,000.00 (Two million dollars and no cents)

### **Exhibits**

The parties mutually agree to abide by the following terms and conditions. All Exhibits and other documents identified below are incorporated-by-reference into this Agreement as if fully set forth herein.



Exhibit A: Scope of Work	4 Pages
Exhibit B: Fiscal Detail	2 Pages
Exhibit C: General Terms and Conditions	4 Pages
Document: RFA_MHSSA_002 Addendum 1	Incorporated by reference
Document: Grantee's Application for RFA_MHSSA_002	Incorporated by reference

**Grant Managers**

Direct all program inquiries to:

<b>MHSOAC</b>	<b>Contractor</b>
Name: Cheryl Ward	Name: Dr. Stacey Adler
Address: 1325 J Street, Suite 1700 Sacramento, CA 95814	Address: PO Box 130 Mammoth Lakes, CA 93546
Phone: 916-775-6815	Phone: 760-934-0031
Fax: 916-445-4927	Fax: 760-934-1443
Email: Cheryl.Ward@mhsoc.ca.gov	Email: sadler@monocoe.org


Direct all fiscal inquiries to:


<b>MHSOAC</b>	<b>Contractor</b>
Attention: Anissa Padilla	Name: Jessica Workman
Address: 1325 J Street, Suite 1700 Sacramento, CA 95814	Address: PO Box 2619 Mammoth Lakes, CA 93546
Phone: (916) 445-8696	Phone: 760-924-1740
Fax: (916) 445-4927	Fax: 760-924-1741
Email: Accounting@mhsoc.ca.gov	Email: jworkman@mono.ca.gov



**Signatures**

This Agreement is executed between the parties by signature of their authorized representatives shown below:

<b>Mono County Behavioral Health</b>	
Business Address: PO Box 2619 Mammoth Lakes, CA 93546 Physical Address (if needed): 1290 Tavern Road Mammoth Lakes, CA 93546	
Person Signing: Robert Lawton	Title: County Administrative Officer
Signature: 	Date: <b>Jun 22, 2022</b>

<b>Mental Health Services Oversight and Accountability Commission</b>	
Business Address: 1325 J Street, Suite 1700 Sacramento CA 95814	
Person Signing: Norma Pate	Title: Deputy Director
Signature:  Norma Pate <small>Digitally signed by Norma Pate Date: 2022.06.22 14:39:24 -07'00'</small>	Date:

**EXHIBIT A:**

**SCOPE OF WORK**

**Recitals**

1. Authority. This grant is awarded pursuant to the Commission's authority under the Mental Health Student Services Act (MHSSA) and the American Rescue Plan Act (ARPA).
2. Funding. This grant is funded under the ARPA with oversight by the U.S. Treasury, as disbursed in California through the State Fiscal Recover Fund (SFRF) with fiscal oversight by the Commission and the Department of Finance. This grant was awarded through a competitive bid process.
3. Program Parameters. This Program is designed to follow MHSSA requirements at WIC Section 5886 *et seq.* and federal requirements identified in the RFA in Appendix 1, Federal and State Guidance.
4. Partnership. Grantees under this Program will partner with at least one school district, and the County Office of Education and/or a charter school for delivery of mental health services to the targeted population of children, youth and young adults (School Entity).

**Objectives**

Funding under this grant program will enable Grantee to enhance county partnerships with school-based programs. Said partnership should expand access to mental health services for children and youth, including campus-based mental health services; and, should facilitate linkages and access to ongoing and sustained services. Emphasis will be placed on outreach to a "targeted population" consistent with WIC Section 5886. That population includes those children and youth who are in foster care; those who identify as lesbian, gay, bisexual, transgender, or queer; and those who have been expelled or suspended from school.

**Compliance**

1. Request for Application. The full Scope of Work is contained in RFA\_MHSSA\_002, Addendum 1 (RFA) and Grantee's application submitted in response to RFA\_MHSSA\_002 (Grantee Application). The RFA and Grantee Application are incorporated by reference and made part of this Agreement as if fully attached hereto.
2. State and Federal. Grantee agrees to comply with the program requirements set forth in WIC Section 5886 *et seq.*, including outreach to the targeted population; and with the federal requirements set forth in the RFA. In addition, per the Budget Act of 2021, target Economically Disadvantaged Communities (EDC). For the purpose of the RFA and subsequent grant award, EDC is defined as Title 1 Schools with Free and Reduced-Price Meal Programs.
3. Record Retention. Records must be retained for at least five (5) years after the date on which the federal funding source expires. At the time of Agreement execution, the date of funds expiration was December 31, 2026, but the parties understand that this is subject to change.

**Funding (RFA, Section V.E)**

1. Allowable Costs. Grant funds must be used as proposed in the grant Application in compliance with Federal requirements and the MHSSA as approved by the Commission
2. Invoicing. Grant funds are available for invoicing as follows (see also Exhibit B):
  - a) Program Development: Funds are available to be invoiced once the contract is executed
  - b) Program Operations: Funds will be available quarterly in arrears based on the quarterly amount listed in the Grant Application Budget for each year
  - c) The Commission will provide the Grant Claim Form as the document to be used for submitting invoices.
  - d) At a minimum on an annual basis, the Commission will compare amounts actually expended by the Grantee with amounts that have been disbursed to the Grantee and true up any difference in the following quarterly payment to ensure funds are spent by the Grantee.
3. No Transfer. Grant funds cannot be transferred to any other program account for specific purposes other than the stated purpose of this grant

**Expenditure Reporting (RFA, Section VIII. A.)**

Program Expenditures. Grantee shall submit total program expenditures (aggregate) on a quarterly basis in accordance with the dates shown in Table 1: Reporting Dates.

**Data Reporting (RFA, Section VIII.A.)**

1. Program Data. Grantee shall report the following data quarterly following the dates listed in Table 1: Reporting Dates. Data shall be reported in a form and manner to be provided by the Commission. Data elements shall include at least the following:
  - a) Number of students screened and not referred to services
    1. Number of students on the Free and Reduced-Meal Program
    2. Grade/Number in each grade
    3. Age/Number in each age group
    4. Primary Language/number in each primary language
    5. Ethnicity/number in each ethnicity
    6. Number of students suspended/expelled
    7. Number of students who dropped out
    8. Number of students with IEP/504
    9. Number of students in foster care
    10. Number of students that have been in juvenile hall
  - b) Number of students screened and referred to services
    1. Number of students on the Free and Reduced-Meal Program
    2. Grade/Number in each grade
    3. Age/Number in each age group
    4. Primary Language/number in each primary language
    5. Ethnicity/number in each ethnicity
    6. Number of students suspended/expelled
    7. Number of students who dropped out
    8. Number of students with IEP/504



- 9. Number of students in foster care
- 10. Number of students that have been in juvenile hall
- c) Number of trainings provided to teachers, administrators, and parents
- d) Number of school mental health partnership coordination activities with other interested parties

**Table 1: Reporting Dates**

Report	Reporting Period	Due to Commission*
1	Agreement Start Date – February 28, 2022 (depends on date of execution)	April 8, 2022
2	March 1, 2022 – May 31, 2022	July 8, 2022
3	June 1, 2022 – August 31, 2022	October 7, 2022
4	September 1, 2022 – November 30, 2022	January XX, 2023
5	December 1, 2022 – February 28, 2023	April XX, 2023
6	March 1, 2023 – May 31, 2023	July XX, 2023
7	June 1, 2023 – August 31, 2023	October XX, 2023
8	September 1, 2023 – November 30, 2023	January XX, 2024
9	December 1, 2023 – February 29, 2024	April XX, 2024
10	March 1, 2024 – May 31, 2024	July XX, 2024
11	June 1, 2024 – August 31, 2024	October XX, 2024
12	September 1, 2024 – November 30, 2024	January XX, 2025
13	December 1, 2024 – February 28, 2025	April XX, 2025
14	March 1, 2025 – May 31, 2025	July XX, 2025
15	June 1, 2025 – August 31, 2025	October XX, 2025
16	September 1, 2025 – November 30, 2025	January XX, 2026
17	December 1, 2025 – February 28, 2026	April XX, 2026
18	March 1, 2026 – May 31, 2026	July XX, 2026
19	June 1, 2026 – June 30, 2026	TBD

*\* The parties understand that Due Dates for CY 2023 are unknown at the time this Agreement is executed but will be provided in a timely fashion by the Department of Finance. Once these dates are known, they will be relayed from the Commission to the Grantee to update this Reporting Table. The parties agree that email will suffice for this purpose, and as such the update will not require an Amendment.*

**Performance Reporting (RFA, Section VII.A.)**

1. Monthly. Check-Ins with the Commission staff to discuss performance and attempt to resolve any issues that may arise.
2. Quarterly. Meetings with the Commission staff, which may include collaboration meetings with other counties. In conjunction with these meetings, Grantee will submit the following information in a form and manner to be provided by the Commission. This information is due on a quarterly basis as shown in Table 1: Reporting Dates.
  - a. Staff Hired and count

- b. Contractors hired and count
  - c. Goods purchased
  - d. Capital purchases
  - e. Other pertinent information (e.g., follow-up from Monthly check-ins)
3. Annual. Grantee shall report all expenditure information in an Annual Fiscal Report within 30 days of the end of each Grant Year, in a form and manner to be provided by the Commission
4. Program Development Reporting. Grantee shall report on Program Development by submitting the Plans listed below, in a form and manner to be provided by the Commission. All Plans must be approved by the Commission before moving to the Program Operations phase. Plans can be submitted and approved on a flow basis and need not be sequential.
- a. Project Plan
  - b. Implementation Plan
  - c. Communication Plan
  - d. Refined Budget Plan (line-item detail of proposed costs)

In addition, Grantee shall provide a written agreement signed by the representative of each School Entity showing support/approval for the Program Development plans listed above, as a condition of moving to Program Operations. A template will be provided by the Commission for this purpose.

**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing and Payment**

- a) The amount payable by the Commission to the Grantee is specified in Section 4, Payment Schedule.
- b) Grant Award Claim Form (Attachment B-1) shall be submitted no later than the first week after each quarterly reporting period and is subject to the Commission's review and approval before being paid.
- c) Grantee shall submit each Grant Award Claim Form to the MHSOAC Grant Manager (Fiscal) via electronic transmittal, at the following address:

Accounting@mhsoc.ca.gov

**2. Budget Contingency Clause**

- a) It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the Program, this Agreement shall be of no further force and effect. In this event, the Commission and the State of California (State) shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement.
- b) If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.
- c) If the term of this Agreement overlaps Federal and State fiscal years, should funds not be appropriated by Congress or approved by the Legislature for the fiscal year(s) following that during which this grant was executed, the State may exercise its option to cancel this grant.
- d) This grant is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this grant in any manner.

**3. Budget Detail**

The total amount of this Agreement shall not exceed \$2,500,000.00 (Two million five hundred thousand dollars and no cents) Payment shall be made in accordance with the payment schedule below.

**4. Payment Schedule**

Grantee was approved for a grant cycle that covers up to four years and four months with funds allocated annually. Payment will be made available for Program Development phase upon execution of the contract. Program Operations funds will be paid quarterly in arrears based on the quarterly amount listed in the Grant Application Budget for each year. See amounts below for Program Development and annual Program Operations.

The total amount of payments made in any phase/year is to not exceed the amount stated in the chart below unless Grantee requests and the Commission approves the re-allocation of funds.

<b>Funds Distribution</b>	<b>Grant Funding</b>
Program Development	\$ 24,000.00
Program Operations	
Year 1	\$ 622,000.00
Year 2	\$ 619,000.00
Year 3	\$ 609,000.00
Year 4	\$ 626,000.00
<b>Grant Total</b>	<b>\$ 2,500,000.00</b>

Grantee shall remit to the Commission all unexpended grant funds within 30 days after the termination of this Agreement.

At a minimum on an annual basis, the Commission will compare amounts actually expended by the Grantee with amounts that have been disbursed to the Grantee and true up any difference in the following quarterly payment to ensure funds are spent by the Grantee.

The Commission may withhold funds if Grantee fails to meet the reporting requirements, falls behind schedule, has unexpended funds, modifies the scope of the Program, or presents some other deficiency. The Commission will provide advance Notice of such withhold with a description of the deficiency; and allow Grantee an opportunity to cure for at least 30 days, where the duration shall be governed by time remaining in the term of this Agreement.

As part of said cure, Grantee shall provide the Commission with a Mitigation Plan including a timeline for correcting the deficiency. Funding disbursement cannot resume until said Plan has been received by the Commission and agreed upon between the parties.

## EXHIBIT C

### GENERAL TERMS AND CONDITIONS

1. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated in this Agreement is binding on the parties.
2. Assignment: This Agreement or any interest herein shall not be assigned to another party. Any attempt to make such an assignment is cause for immediate termination. (See Section 25.)
3. Audit: The Commission or California State Auditor or any State of California fiscal oversight agency has the right to audit performance under this Agreement. The auditor(s) shall be entitled to review and copy Grantee's records and supporting documentation pertinent to its performance. Grantee agrees to maintain such records and documents for a minimum five (5) years after the funding source expires. Grantee agrees to allow the auditor(s) access to such records and documents as are relevant and pertinent, at its facilities during normal business hours; and to allow its employees to be interviewed as deemed necessary, in the professional opinion of the auditor(s). The Commission agrees to give Grantee advance written notice of any onsite audit. Grantee understands that the auditors may follow U.S. Treasury standards as referenced in the RFA. (See RFA\_MHSSA\_002, Appendix 1 at Federal and State Guidance.)
4. Captions: The subject matter headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define or modify party intent.
5. Confidentiality: Grantee shall not disclose data or documents or disseminate the contents of any preliminary report or work product created under this Agreement without written permission of the Commission.
6. Counterparts: The parties may sign this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. This Agreement may be executed electronically through any means that includes password-protected authentication. The parties agree that signed electronic counterparts will be binding upon them in the same way as though they were hardcopies with original signatures.
7. Dispute Resolution:
  - A. *First Level*. Grantee shall first discuss and attempt to resolve any dispute arising under its performance of this Agreement informally with the Commission Contract Manager. If the dispute cannot be disposed of at this level, it shall be decided by the Commission Executive Director for which purpose Grantee shall submit a written statement of dispute to: Executive Director, MHSOAC, 1325 J Street, Suite 1700, Sacramento, California 95814. The submission may be transmitted by email but must also be sent by overnight mail with proof of receipt (see provisions for Notice above).

- B. *Second Level.* Within ten (10) days of receipt of the statement described above, the Executive Director or designee shall meet Contractor's representative(s) for the purpose of resolving the dispute. The Executive Director shall issue a decision to be served in the same manner as the written statement, which shall be final at the informal level.
- C. *Arbitration.* After recourse to the informal level of dispute set forth above, any controversy or claim arising out of or relating to this Agreement or breach thereof shall be settled by arbitration at the election of either party in accordance with California Public Contract Code Section 10240 et. seq. and judgment upon the award rendered by the arbitration may be entered in any court having jurisdiction thereof.
8. Electronic Signature: Unless otherwise prohibited by law, the parties agree that an electronic signature has the same legal force and effect as a hard-copy with ink signature. The term "electronic signature" means one that is applied using a mutually-approved technology with imbedded authentication and password protection; the parties agree that either DocuSign™ or Adobe Acrobat™ is so approved. The parties further agree that a signed copy of this Agreement may be transmitted by electronic means including facsimile and email.
9. Governing Forum: In the event of dispute, the parties agree that the County of Sacramento and City of Sacramento shall be the proper forum.
10. Governing Law: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California, without regard to state conflict-of-law.
11. Indemnification: Grantee agrees to indemnify, defend and hold harmless the Commission and its officers, agents and employees from any and all claims or losses resulting from its negligence or intentional actions in utilizing the grant funds under this Agreement.
12. Independent Contractor: Grantee and its agents shall act in an independent capacity in the performance of this Agreement and not as employees or agents of the Commission.
13. Interpretation: In the event of ambiguity, the language in this Agreement shall be assigned its ordinary English meaning; or its meaning under industry jargon, as may be applicable.
14. MHSOAC Logo: Contract hereby authorizes the uses of the Commission Logo by Grantee for outreach and information purposes in connection with this Agreement. Grantee understand and agrees it must adhere to the guidelines in the Commission Brand Book in using this logo. A copy of Brand Book will be provided to the grantee upon the request.
15. Non-Discrimination: Grantee shall not discriminate against any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. represents that this pledge extends to its obligations as an employer. Grantee also represents that it

will follow all federal and state laws that apply to anti-discrimination, anti-harassment and workplace safety.

16. Notice: The parties agree that any writing or Notice required under this Agreement shall be made in writing to each other's Grant Managers as identified in Exhibit A, including Reports and other non-binding communications. The parties agree that email will be considered sufficient for Notices, Reports and other writings required under this Agreement; except for a Notice of Termination which shall be sent by overnight mail with proof of receipt to the Grant Manager, and also to the fiscal agent named in Exhibit B.
17. Presentations: Grantee shall meet with the Commission upon request to present any findings, conclusions or recommendations that result from its performance under this Agreement.
18. Cooperation: Grantee shall cooperate with and shall be available to meet with Commission staff to discuss any difficulties, or special problems, so that solutions or remedies can be developed as soon as possible.
19. Public Records Act: The Commission is governed by and shall comply with the California Public Records Act (PRA) at Government Code Sections 6250 *et seq.* Under the PRA, medical records, data and any other information in the custody of the Commission are exempt from disclosure to the extent they contain personally identifiable information and shall be withheld from disclosure to that extent.
20. Publications And Reports: The Commission reserves the right to use and reproduce all reports and data produced and delivered under this Agreement. The Commission further reserves the right to authorize others to use or reproduce such materials.
21. Severability: In the event any provision of this Agreement is unenforceable that the parties agree that all other provisions shall remain in full force and effect.
22. Staff Partnering: Selected Commission staff shall be permitted to work side-by-side with Grantee's staff to the extent and under conditions agreed upon between the parties. Commission staff will be given access to Contractor's data, working papers and other written materials as needed for this purpose.
23. Subordinate Agreements:
  - A. *Pass-Through*. Grantee shall not "pass through" any portion of its funding under this Agreement except to its school partners as identified in the Application for Grant Funding (aka School Entity); or, as identified by written Notice to the Commission Contract Manager during the course of this Agreement. Said pass-through shall be documented in a written agreement subordinate to this Grant Agreement (Sub-Grant) which shall be provided to the Commission upon request. The Sub-Grant may be collateral to any Partnership Agreement submitted in connection with the Application. The Sub-Grant shall:
    - a. Incorporate the reporting requirements in Exhibit A
    - b. Incorporate the data requirements in this Exhibit A

- c. Include the following provisions from this Exhibit C: Audit, Commission Logo, Presentations and Governing Law/Forum

*B. Vendors.* Grantee is authorized to retain third-party vendors in furtherance of the objectives of this Agreement. The Commission is entitled to receive copies of the contracts between Grantee and said vendor(s), upon request. The Commission is also entitled to require advance review and approval for a given vendor contract, upon request. Grantee agrees to include the following provisions from this Exhibit C in its vendor sub-contracts: Audit, Commission Logo, Presentations and Governing Law/Forum. Grantee also agrees to include the vendor's DUNS number in said sub-contracts.

24. Survival: The following terms and conditions in this Exhibit C shall survive termination of this Agreement: Audit, Commission Logo, Presentations, and Governing Law/Forum.
25. Termination For Cause: The Commission is entitled to terminate this Agreement immediately and be relieved of any payments should the Grantee fail to perform its responsibilities in accordance with the due dates specified herein. However, the Commission agrees to give Grantee advance written Notice stating the cause and provide an opportunity to cure, on a case-by-case basis, and at its sole discretion. All costs to Commission that result from a termination for cause shall be deducted from any sum due the Grantee for work satisfactorily performed; the balance shall be paid upon demand pursuant to Exhibit B.
26. Waiver: Waiver of breach under this Agreement shall not be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be cumulative; that is, in addition to every other remedy provided by law. Any failure by the Commission to enforce a provision(s) of this Agreement shall not be construed as a waiver nor shall it affect the validity of this Agreement overall.





## Grant Agreement

CONTRACTING AGENCY:	Mental Health Services Oversight and Accountability Commission
CONTRACTOR:	Mono County Behavioral Health
AGREEMENT NUMBER:	21MHSOAC054 <b><u>A.1</u></b>
DGS EXEMPTION:	WIC 5897(f) and 5886(m)

### **Parties**

This Grant Agreement (Agreement) is entered into between Mono County Behavioral Health, a branch of county government headquartered in Mammoth Lakes, CA; and the Mental Health Services Oversight and Accountability Commission (MHSOAC or Commission), a branch of State government headquartered in Sacramento, CA.

### **Term**

This Agreement term began on June 2, 2022 and ends on June 30, 2026.

### **Funding Amount**

The maximum award under this Agreement is:  
\$ 2,500,000.00 (Two million five hundred thousand dollars and no cents.)

**Amendment Changes** The parties mutually agree to this amendment as follow. All action noted below are by this reference made a part of the Agreement and incorporated herein:

- Amends Exhibit A

All language that has been added is shown in bold and underlined. All language that has been deleted is shown in strike-through.

All other terms and conditions set forth on the face of this MHSOAC Form 213A shall remain the same.



**Grant Managers**

Direct all program inquiries to:

<b>MHSOAC</b>	<b>Contractor</b>
Name: <del>Cheryl Ward</del> <b><u>Daniel Owens</u></b>	Name: Dr. Stacey Adler
Address: <b><u>1812 9<sup>th</sup> Street</u></b> <del>1325 J Street, Suite 1700</del> Sacramento, CA 95811 4	Address: PO Box 130 Mammoth Lakes, CA 93546
Phone: <del>(916) 775-6815</del> <b><u>(916) 244-1487</u></b>	Phone: 760-934-0031
Fax: (916) 445-4927	Fax: 760-934-1443
Email: <del>cheryl.ward@mhsoac.ca.gov</del> <b><u>daniel.owens@mhsoac.ca.gov</u></b>	Email: sadler@monocoe.org

Direct all fiscal inquiries to:

<b>MHSOAC</b>	<b>Contractor</b>
Attention: Anissa Padilla <b><u>Chelsea Yuen</u></b>	Name: Jessica Workman
Address: <b><u>1812 9<sup>th</sup> Street</u></b> <del>1325 J Street, Suite 1700</del> Sacramento, CA 95811 4	Address: PO Box 2619 Mammoth Lakes, CA 93546
Phone: <del>(916) 445-8696</del> <b><u>(916) 500-0577</u></b>	Phone: 760-924-1740
Fax: <del>(916) 445-4927</del> <b><u>(916) 623-4687</u></b>	Fax: 760-924-1741
Email: Accounting@mhsoac.ca.gov	Email: jworkman@mono.ca.gov



**Signatures**

This Agreement is executed between the parties by signature of their authorized representatives shown below:

<b>Mono County Behavioral Health</b>	
Business Address: PO Box 2619 Mammoth Lakes, CA 93546 Physical Address (if needed): 1290 Tavern Road Mammoth Lakes, CA 93546	
Person Signing: Sandra Moberly	Title: County Administrative Officer
Signature:	Date:

<b>Mental Health Services Oversight and Accountability Commission</b>	
Business Address: 1812 9 <sup>th</sup> Street, Sacramento CA 95811	
Person Signing: Norma Pate	Title: Deputy Director
Signature:	Date:

## EXHIBIT A:

### **SCOPE OF WORK**

#### **Recitals**

1. **Authority**. This grant is awarded pursuant to the Commission's authority under the Mental Health Student Services Act (MHSSA) ~~and the American Rescue Plan Act (ARPA)~~.
2. **Funding**. This grant is funded under the ~~ARPA with oversight by the U.S. Treasury, as disbursed in California through the State Fiscal Recover Fund (SFRF) with fiscal oversight by the Commission and the Department of Finance~~ **Mental Health Services Act (MHSA)**. This grant was awarded through a competitive bid process.
3. **Program Parameters**. This Program is designed to follow MHSSA requirements at WIC Section 5886 *et seq.* and ~~the federal~~ requirements identified in the RFA in Appendix 1, Federal and State Guidance.
4. **Partnership**. Grantees under this Program will partner with at least one school district, and the County Office of Education and/or a charter school for delivery of mental health services to the targeted population of children, youth and young adults (School Entity).

#### **Objectives**

Funding under this grant program will enable Grantee to enhance county partnerships with school-based programs. Said partnership should expand access to mental health services for children and youth, including campus-based mental health services; and, should facilitate linkages and access to ongoing and sustained services. Emphasis will be placed on outreach to a "targeted population" consistent with WIC Section 5886. That population includes those children and youth who are in foster care; those who identify as lesbian, gay, bisexual, transgender, or queer; and those who have been expelled or suspended from school.

#### **Compliance**

1. **Request for Application**. The full Scope of Work is contained in RFA\_MHSSA\_002, Addendum 1 (RFA) and Grantee's application submitted in response to RFA\_MHSSA\_002 (Grantee Application). The RFAs and Grantee Applications are incorporated by reference and made part of this Agreement as if fully attached hereto.
2. **State and Federal**. Grantee agrees to comply with the program requirements set forth in WIC Section 5886 *et seq.*, including outreach to the targeted population; and with the ~~federal~~ requirements set forth in the RFA. In addition, per the Budget Act of 2021, target Economically Disadvantaged Communities (EDC). For the purpose of the RFA and subsequent grant award, EDC is defined as Title 1 Schools with Free and Reduced-Price Meal Programs.
3. **Record Retention**. Records must be retained for at least five (5) years after the date on which the ~~federal~~ funding source expires. At the time of Agreement execution,

the date of funds expiration was **June 30, 2028** ~~December 31, 2026~~, but the parties understand that this is subject to change.

**Funding** (RFA, Section V.E)

1. **Allowable Costs.** Grant funds must be used as proposed in the grant Application in compliance with **the** Federal requirements **in the RFA** and the MHSSA as approved by the Commission
2. **Invoicing.** Grant funds are available for invoicing as follows (see also Exhibit B):
  - a) Program Development: Funds are available to be invoiced once the contract is executed
  - b) Program Operations: Funds will be available quarterly in arrears based on the quarterly amount listed in the Grant Application Budget for each year
  - c) The Commission will provide the Grant Claim Form as the document to be used for submitting invoices.
  - d) At a minimum on an annual basis, the Commission will compare amounts actually expended by the Grantee with amounts that have been disbursed to the Grantee and true up any difference in the following quarterly payment to ensure funds are spent by the Grantee.
3. **No Transfer.** Grant funds cannot be transferred to any other program account for specific purposes other than the stated purpose of this grant

**Expenditure Reporting** (RFA, Section VIII. A.)

**Program Expenditures.** Grantee shall submit total program expenditures (aggregate) on a quarterly basis ~~in accordance with the dates shown in Table 1:~~ **Reporting Dates.**

**Data Reporting** (RFA, Section VIII.A.)

1. **Program Data.** Grantee shall report the following data quarterly ~~following the dates listed in Table 1:~~ **Reporting Dates.** Data shall be reported in a form and manner to be provided by the Commission. Data elements shall include at least the following:
  - a) Number of students screened and not referred to services
    1. Number of students on the Free and Reduced-Meal Program
    2. Grade/Number in each grade
    3. Age/Number in each age group
    4. Primary Language/number in each primary language
    5. Ethnicity/number in each ethnicity
    6. Number of students suspended/expelled
    7. Number of students who dropped out
    8. Number of students with IEP/504
    9. Number of students in foster care
    10. Number of students that have been in juvenile hall
  - b) Number of students screened and referred to services
    1. Number of students on the Free and Reduced-Meal Program
    2. Grade/Number in each grade
    3. Age/Number in each age group

4. Primary Language/number in each primary language
  5. Ethnicity/number in each ethnicity
  6. Number of students suspended/expelled
  7. Number of students who dropped out
  8. Number of students with IEP/504
  9. Number of students in foster care
  10. Number of students that have been in juvenile hall
- c) Number of trainings provided to teachers, administrators, and parents
- d) Number of school mental health partnership coordination activities with other interested parties

**Table 1: Reporting Dates**

Report	Reporting Period	Due to Commission*
1	Agreement Start Date — March 28, 2022 (depends on date of execution)	April 8, 2022
2	March 1, 2022 — May 31, 2022	July 8, 2022
3	June 1, 2022 — August 31, 2022	October 7, 2022
4	September 1, 2022 — November 30, 2022	January <del>9</del> XX, 2023
5	December 1, 2022 — February 28, 2023	April <del>7</del> XX, 2023
6	March 1, 2023 — May 31, 2023	July <del>10</del> XX, 2023
7	June 1, 2023 — August 31, 2023	October <del>9</del> XX, 2023
8	September 1, 2023 — November 30, 2023	January <del>8</del> XX, 2024
9	December 1, 2023 — February 29, 2024	April <del>8</del> XX, 2024
10	March 1, 2024 — May 31, 2024	July <del>9</del> XX, 2024
11	June 1, 2024 — August 31, 2024	October <del>8</del> XX, 2024
12	September 1, 2024 — November 30, 2024	January <del>8</del> XX, 2025
13	December 1, 2024 — February 28, 2025	April <del>8</del> XX, 2025
14	March 1, 2025 — May 31, 2025	July <del>8</del> XX, 2025
15	June 1, 2025 — August 31, 2025	October <del>8</del> XX, 2025
16	September 1, 2025 — November 30, 2025	January <del>9</del> XX, 2026
17	December 1, 2025 — February 28, 2026	April <del>8</del> XX, 2026
18	March 1, 2026 — May 31, 2026	July <del>8</del> XX, 2026
19	June 1, 2026 — June 30, 2026	TBD

*\* The parties understand that Due Dates for CY 2023 are unknown at the time this Agreement is executed but will be provided in a timely fashion by the Department of Finance. Once these dates are known, they will be relayed from the Commission to the Grantee to update this Reporting Table. The parties agree that email will suffice for this purpose, and as such the update will not require an Amendment.*

**Performance Reporting (RFA, Section VII.A.)**

1. Monthly. Check-Ins with the Commission staff to discuss performance and attempt to resolve any issues that may arise.

2. Quarterly. Meetings with the Commission staff, which may include collaboration meetings with other counties. In conjunction with these meetings, Grantee will submit the following information in a form and manner to be provided by the Commission. This information is due on a quarterly basis, **or as requested**, as ~~shown in Table 1: Reporting Dates.~~
  - a. Staff Hired and count
  - b. Contractors hired and count
  - c. Goods purchased
  - d. Capital purchases
  - e. Other pertinent information (e.g., follow-up from Monthly check-ins)
  
3. Annual. Grantee shall report all expenditure information in an Annual Fiscal Report within 30 days of the end of each Grant Year, in a form and manner to be provided by the Commission
  
4. Program Development Reporting. Grantee shall report on Program Development by submitting the Plans listed below, in a form and manner to be provided by the Commission. All Plans must be approved by the Commission before moving to the Program Operations phase. Plans can be submitted and approved on a flow basis and need not be sequential.
  - a. Project Plan
  - b. Implementation Plan
  - c. Communication Plan
  - d. Refined Budget Plan (line-item detail of proposed costs)

In addition, Grantee shall provide a written agreement signed by the representative of each School Entity showing support/approval for the Program Development plans listed above, as a condition of moving to Program Operations. A template will be provided by the Commission for this purpose.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    October 17, 2023

**Departments: Information Technology**

**TIME REQUIRED**

**SUBJECT**                    Contract with Sierra Electronics for  
County Radio Systems

**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 Sierra Electronics pertaining to radio and technology support services through June 30, 2024.

**RECOMMENDED ACTION:**

Approve contract with Sierra Electronics for radio and technology support services for the period July 1, 2023, through June 30, 2024, and a not-to-exceed amount of \$150,000.

**FISCAL IMPACT:**

Up to \$150,000 to the Information Technology Radio Consulting Services account. Funds are included in this years approved budget.

**CONTACT NAME:** Kirk Hartstrom

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">Sierra Electronics Agreement</a>
<a href="#">Prevailing Wages Exhibit to Sierra Electronics Agreement</a>

**History**

Time	Who	Approval
10/12/2023 1:30 PM	County Counsel	Yes



10/12/2023 2:47 PM

Finance

Yes

10/12/2023 2:52 PM

County Administrative Office

Yes



**INFORMATION TECHNOLOGY  
COUNTY OF MONO**

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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: October 17, 2023  
TO: Mono County Board of Supervisors  
FROM: Kirk Hartstrom, IT Infrastructure Manager  
SUBJECT: Contract with Sierra Electronics

**Discussion:**

Mono County has been using Sierra Electronics out of Sparks, NV for several years to perform periodic maintenance on our vehicle radios. This year with the purchase of over 400 mobile radios for CRIS we will need to extensively utilize their installation services as we replace our radio fleet. This contract is intended to cover the radio installation costs for our internal county department vehicles (Sheriff, Paramedics, District Attorney, Public Works, etc.) and the radio installation costs for volunteer fire district vehicles (with the exclusion of Mammoth Lakes Fire Protection District).

Funds for this contract were included in the Fiscal year 2023/2024 IT Radio Consulting Services budget.

The request is to authorize the County Administrative Officer to sign the contract with Sierra Electronics for the 23/24 Fiscal Year.

**Attachments:**

1. Contract with Sierra Electronics for FY 23/24

**AGREEMENT BETWEEN COUNTY OF MONO  
AND BERRY ENTERPRISES, INC dba SIERRA ELECTRONICS  
FOR THE PROVISION OF RADIO AND TECHNOLOGY SUPPORT SERVICES**

**INTRODUCTION**

WHEREAS, the County of Mono (hereinafter referred to as “County”) may have the need for the radio and technology support services of Berry Enterprises, Inc dba Sierra Electronics (hereinafter referred to as “Contractor”), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK**

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

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

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

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

**2. TERM**

The term of this Agreement shall be from 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 \$150,000, not to exceed \$150,000 in any twelve-month period, plus the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors (hereinafter referred to as "Contract Limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

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

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

F. Federal and State Taxes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 8. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

## 9. STATUS OF CONTRACTOR

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

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



## **10. DEFENSE AND INDEMNIFICATION**

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

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

## **11. RECORDS AND AUDIT**

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

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

## **12. NONDISCRIMINATION**

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

## **13. TERMINATION**

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

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

#### **14. ASSIGNMENT**

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

#### **15. DEFAULT**

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

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

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

#### **17. CONFIDENTIALITY**

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

#### **18. CONFLICTS**

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

**19. POST-AGREEMENT COVENANT**

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

**20. SEVERABILITY**

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

**21. FUNDING LIMITATION**

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

**22. AMENDMENT**

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

**23. NOTICE**

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

County of Mono:  
Information Technology  
Michael Martinez, Director of IT  
PO Box 7657  
Mammoth Lakes, CA 93546  
mmartinez@mono.ca.gov

Contractor:  
Berry Enterprises, Inc. dba Sierra Electronics  
Jarry Walton, President  
690 E. Glendale Avenue #9B

Sparks, NV 89431  
jarryw@sierraelectronics.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 this Agreement, a photocopy, facsimile, .pdf, or electronically scanned signatures, including but not limited to DocuSign or similar service, shall be deemed as valid and as enforceable as an original.

**25. ENTIRE AGREEMENT**

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

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

**COUNTY OF MONO:**

**CONTRACTOR:**

By: \_\_\_\_\_  
Name: Rhonda Duggan  
Title: Chair, Board of Supervisors  
  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Jarry Walton  
Title: President  
  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

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

APPROVED BY RISK MANAGEMENT:

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

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF MONO  
AND BERRY ENTERPRISES, INC dba SIERRA ELECTRONICS  
FOR THE PROVISION OF RADIO AND TECHNOLOGY SUPPORT SERVICES**

**TERM:**

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

**SCOPE OF WORK:**

Contractor shall provide all labor, equipment, materials, supplies, research, transportation, and taxes, and cover all other costs required to perform radio and technology support services for the county. In general, work shall consist of the following:

Provide programming and technical support, installation, diagnostic, repair, replacement, and removal services for radio, associated equipment, and communication devices, including but not limited to vehicles, heavy equipment, fixed installations, infrastructure, 12, 24, and 48 volt systems and associated equipment in applicable environments, emergency vehicle subsystems, and preventative maintenance programs as identified by the Director of Information Technology or his designee.

When County requests service, Contractor shall provide the County with an initial assessment and diagnostic of the requested service and an estimated cost to repair any identified issues, including all parts and labor before completing any work. Based on the estimate provided by Contractor, the County will review and instruct Contractor as to which work to complete.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF MONO  
AND BERRY ENTERPRISES, INC dba SIERRA ELECTRONICS  
FOR THE PROVISION OF RADIO AND TECHNOLOGY SUPPORT SERVICES**

**TERM:**

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

**SCHEDULE OF FEES:**

Fees will be charged on a Time and Materials basis as follows:\*\*

**Install**

- Standard labor rate: \$80.00 per hour
- Travel labor rate: \$80.00 per hour
- Overtime rate: \$120.00 per hour (Applies to work performed over 8h in 24h period)

**In Shop Tech Labor**

- Standard labor rate: \$96.00 per hour
- Overtime rate: N/A

**In Field Tech Labor**

- Standard labor rate: \$125.00 per hour
- Travel labor rate: \$125.00 per hour
- Overtime rate: \$187.50 per hour (Applies to work performed over 8h in a 24h period)

**Console & Infrastructure Tech Labor in the Field**

- Standard labor rate: \$150.00 per hour
- Travel labor rate: \$150.00 per hour
- Overtime rate: \$225.00 per hour (Applies to work performed over 8h in a 24h period)

**Other Fees**

- Trip fee of \$150.00 per trip. One trip includes travel to and from worksite.
- Per Diem, if needed, is \$225.00 per Contractor employee, per night.
- All parts needed and associated costs will be quoted on an as-needed basis, as indicated in the scope of work above.

\*\*If it is determined that prevailing wages are legally required and they exceed these rates, prevailing wages will be paid to ensure compliance with the California Labor Code.

## EXHIBIT 2

### AGREEMENT BETWEEN THE COUNTY OF MONO AND BERRY ENTERPRISES, INC dba SIERRA ELECTRONICS FOR THE PROVISION OF RADIO AND TECHNOLOGY SERVICES

**PREVAILING WAGES AS OF: July 1, 2023**

#### **A. DETERMINATION**

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

#### **B. PREVAILING WAGE RATE**

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

#### **C. APPRENTICES**

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

#### **D. PENALTY FOR NON-PAYMENT OF PREVAILING WAGES**

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

#### **E. PAYROLL RECORDS**

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

#### **F. INSPECTION OF PAYROLL RECORDS**

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

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

#### **G. POST OF PREVAILING WAGES AT JOB SITE**

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

#### **H. HOURS**

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

#### **I. OVERTIME**

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

#### **J. RECORDS OF HOURS**

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

#### **K. PENALTY FOR VIOLATION OF WORK HOURS**

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

#### **L. REGISTRATION WITH DIR AND COMPLIANCE MONITORING**

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



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

**§ 1771. Payment of general prevailing rate**

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

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

**§ 1775. Penalties for violations**

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

- (D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.
  - (E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.
- (b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:
- (1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
  - (2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.
  - (3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.
  - (4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.
- (c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

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

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

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

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

- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
- (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and the Division of Labor Standards Enforcement of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

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

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

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

(f)

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

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

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

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards

Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

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

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

- (a) Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.
- (b) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.
- (c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:
  - (1) The apprenticeship standards and apprentice agreements under which he or she is training.
  - (2) The rules and regulations of the California Apprenticeship Council.
- (d) When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).
- (e) Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

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

- (m)(1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.
- (2) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Division of Apprenticeship Standards for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows:
  - (A) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.
  - (B) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and geographic area for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices registered in each program.
  - (C) All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of the Division of Apprenticeship Standards.
- (3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Notwithstanding Section 13340 of the Government Code, all money in the Apprenticeship Training Contribution Fund is hereby continuously appropriated for the purpose of carrying out this subdivision and to pay the expenses of the Division of Apprenticeship Standards.
- (n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.
- (o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).
- (p) All decisions of an apprenticeship program under this section are subject to Section 3081.

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

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

**§ 1815. Overtime**

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



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    October 17, 2023

**Departments: Behavioral Health**

**TIME REQUIRED**    5 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Robin Roberts, Behavior Health  
Director

**SUBJECT**            Job Description and Terms and  
                              Conditions of Employment - Clinical  
                              Services Manager

**AGENDA DESCRIPTION:**

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

Job description and resolution approving terms and conditions of employment for Adriana Niculescu as Clinical Services Manager (Behavioral Health).

**RECOMMENDED ACTION:**

Announce Fiscal Impact. Approve job description and adopt resolution approving terms and conditions of employment for Adriana Niculescu as Clinical Services Manager (Behavioral Health). Authorize the Board Chair to execute said contract on behalf of the County.

**FISCAL IMPACT:**

The estimated increase in cost of this position for the remainder of the fiscal year is estimated at \$6,595, with \$4,844 as salary and \$1,751 as benefits. The overall cost of this position for the remainder of the fiscal year is, \$111,674, of which \$82,280 is salary and \$29,394 is benefits. The total cost of salary and benefits for an entire fiscal year is approximately \$158,171 of which \$123,424 is salary and \$34,747 is benefits. This is included in the Department's FY 2023/24 adopted budget.

**CONTACT NAME:** Jessica Workman

**PHONE/EMAIL:** 7609241742 / 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. Niculescu Clinical Services Manager Employment Agreement</a>
<a href="#">Resolution NICULESCU (2023)</a>



[2023 Terms and Conditions \(A. Niculescu\)](#)

[Clinical Services Manager Position Description](#)

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### History

Time	Who	Approval
10/5/2023 3:51 PM	County Counsel	Yes
10/12/2023 2:18 PM	Finance	Yes
10/12/2023 2:24 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, Director, Mono County Behavioral Health

**DATE:** October 17, 2023

**SUBJECT:**

Job Description and At-Will Employment agreement with Adriana Niculescu as Clinical Services Manager.

**DISCUSSION:**

Adriana began her career with Mono County Behavioral Health in February 2021 as Clinical Supervisor. She came to the County from the private sector with over 10 years of experience as a licensed therapist. Within the first year of her employment she created a culture of accountability amongst clinical staff that has allowed for a significant increase in Medi-Cal revenue (over 50% of an increase in the first year of her employment), in addition to her work with our Quality Improvement and Quality Assurance team, she has proven to be a leader in the Behavioral Health Department.

Adriana has been excelling in her role and is already fulfilling many of the tasks assigned to the Clinical Services Manager. In this position she will be tasked with some of the oversight responsibilities with our new Drug Medi-Cal program.

With the recent budget process, it was decided to create this as an At-Will position and have changed the title from Director of Clinical Services to Clinical Services Manager to align with other County At-Will positions.

**SUBMITTED BY:**

Jessica Workman, Staff Services Manager, Mono County Behavioral Health. 760-924-1742



**RESOLUTION NO. R23-**

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

**WHEREAS**, the Mono County Board of Supervisors has the authority under Section 25300 of the Government Code to prescribe the compensation, appointment, and conditions of employment of County employees;

**NOW, THEREFORE, BE IT RESOLVED** by the Mono County Board of Supervisors, that the Agreement Regarding Terms and Conditions of Employment of Ms. Niculescu, 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 Ms. Niculescu. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

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

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

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

APPROVED AS TO FORM:

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

**AGREEMENT REGARDING TERMS AND CONDITIONS OF  
EMPLOYMENT OF ADRIANA NICULESCU  
AS BEHAVIORAL HEALTH CLINICAL SERVICES MANAGER  
FOR MONO COUNTY**

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

**I. RECITALS**

Adriana Niculescu (hereinafter “Ms. Niculescu”) is currently employed by County as a Clinical Supervisor in the department of Behavioral Health. The County now wishes to employ Ms. Niculescu in the at-will position of Clinical Services Manager in accordance with the terms and conditions set forth in this Agreement. Ms. Niculescu wishes to accept employment with the County on said terms and conditions.

**II. AGREEMENT**

1. This Agreement shall commence October 17, 2023 (“Effective Date”), and shall remain in effect unless or until terminated by either party in accordance with this Agreement.
2. As of the Effective Date, Ms. Niculescu shall be employed by Mono County as its Clinical Services Manager serving at the will and pleasure of the Director of Behavioral Health. Ms. Niculescu accepts such employment. The Department Head shall be deemed the “appointing authority” for all purposes with respect to Ms. Niculescu’s employment. The Director of Behavioral Health and Ms. Niculescu will work together to establish specific, measurable, achievable and realistic performance goals for Ms. Niculescu’s work. Ms. Niculescu’s job performance and progress towards achieving the agreed-upon goals shall be evaluated by the Director of Behavioral Health 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. Niculescu’s salary shall be Range 14, Step E as set forth in the “Resolution Adopting and Implementing a Salary Matrix applicable to At-Will Employee and Elected Department Head Positions” (Resolution R23-016 adopted on February 21, 2023, hereinafter the “*Salary Matrix*”) and shall be modified as provided in the Management Compensation Policy and the Salary Matrix , and as the same may be amended or updated from time to time and unilaterally implemented by the County.
4. Ms. Niculescu 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. Niculescu 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 under this Agreement, prorated for 2023 to reflect Ms. Niculescu's October 17, 2023 start date in the position. Ms. Niculescu 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. Niculescu's uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Ms. Niculescu 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. Niculescu'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. Niculescu's full participation in applicable professional associations, for her continued professional growth and for the good of the County, as determined to be appropriate, and as approved by the Director of Behavioral Health.
7. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Ms. Niculescu 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. Niculescu's employment, CalPERS medical insurance, County dental and vision coverage, and life insurance.
8. Ms. Niculescu 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. Niculescu 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. Niculescu'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. Niculescu's employment, the Director of Behavioral Health may terminate Ms. Niculescu'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. Niculescu understands and acknowledges that as an "at will" employee, she will not have permanent status nor will her employment be governed by the County Personnel System (Mono County Personnel Rules) except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, she will have no property interest in her employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the County Administrative Officer may, in his or her discretion, take during Ms. Niculescu's employment.
10. In the event of a termination without cause under paragraph 9 occurring after the first twelve (12) months of Ms. Niculescu's employment under this Agreement, Ms. Niculescu shall receive as severance pay a lump sum equal to six (6) months' salary. For purposes of severance pay, "salary" refers only to base compensation. Ms. Niculescu shall not be entitled to any severance pay in the event that the Director of Behavioral Health has grounds to discipline her on or about the time he or she gives notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in section 520 of the Mono County Personnel Rules, as the same may be amended from time to time. Ms. Niculescu shall also not be entitled to any severance pay in the event that she becomes unable to perform the essential functions of her position (with or without reasonable accommodations) and her employment is duly terminated for such non-disciplinary reasons.
11. Ms. Niculescu has been given limited approval to work from a location which is not within the geographic boundaries of Mono County (i.e., remotely) based on her history of high-quality service to the County, her level of knowledge and expertise, the lack of a local, qualified candidate for the position, and other factors. Ms. Niculescu understands that in the future the Director of Behavioral Health and/or the County Administrative Officer may determine that it is in the best interests of the County to employ a Clinical Services Manager for Behavioral Health who works onsite. In such event, one of the following shall occur: (1) Ms. Niculescu shall make arrangements which will enable her to work in-person at Mono County's offices either full-time, or on such days as directed by the Behavioral Health Director or County Administrative Officer following reasonable notice by County and on a timeline mutually agreed by the parties; or (2) the County shall give Ms. Niculescu six (6) months' notice of its intent to terminate this agreement and Ms. Niculescu will thereafter continue to be employed until six months have elapsed,

except as provided in paragraphs 9 or 12.

12. Ms. Niculescu 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. Niculescu 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.
13. This Agreement constitutes the entire agreement of the parties with respect to the employment of Ms. Niculescu
14. 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. Niculescu'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. Niculescu's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus. Pursuant to Government Code sections 53243 et seq., Ms. Niculescu 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. Niculescu is convicted of a crime involving abuse of office or position.
15. Ms. Niculescu acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Ms. Niculescu 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.
16. For purposes of this Agreement, a photocopy, facsimile, .pdf, or electronically scanned signatures, including but not limited to DocuSign or similar service, shall be deemed as valid and as enforceable as an original.

### **III. EXECUTION:**

This Agreement is executed by the parties this \_\_\_\_ day of \_\_\_\_\_ [DATE OF EXECUTION].

EMPLOYEE

THE COUNTY OF MONO

---

Adriana Niculescu

---

Rhonda Duggan, Chair  
Board of Supervisors

APPROVED AS TO FORM:

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COUNTY COUNSEL



**MONO COUNTY**  
**BARGAINING UNIT: At Will**  
**SALARY RANGE: 14**

**Date Revised 09/28/23**  
**FLSA: Exempt**

## **CLINICAL SERVICES MANAGER**

### **DEFINITION**

Under administrative direction, plans, organizes and directs the activities of the County's behavioral health clinical services including personnel management, clinical supervision, program planning and evaluation, and public relations. Performs clinical work and other related duties as required.

### **DISTINGUISHING CHARACTERISTICS**

This is a management level classification, with responsibility for planning, organizing, directing, managing, and supervising direct clinical service provision and clinical service programs and the work of clinical behavioral health staff. This position often exercises independent judgment in the performance of duties.

### **REPORTS TO**

Behavioral Health Director or designee.

### **CLASSIFICATIONS DIRECTLY SUPERVISED**

Subject to change based on allocated positions and/or assignment; may supervise:  
Psychiatric Specialist I, II, III  
Behavioral Health Services Coordinator I, II, III  
Case Manager I, II, III  
Substance Use Disorder Counselor I, II, III  
Clinical Supervisor

### **EXAMPLES OF DUTIES**

Duties may include but are not limited to the following:

- Together with Director, manage, direct and coordinate the delivery of comprehensive County-wide treatment and community mental health programs.
- Identify department-wide administrative, operational and service delivery problems; develop, recommend, implement and evaluate solutions that comply with all laws and regulations and provide quality mental health care.
- Establish, facilitate and maintain effective communication between medical, professional, clinical and technical staff, including managers and staff in other local, state and federal agencies.

- Assists the Behavioral Health Director in development of mental health and other service programs to meet the needs of the community.
- Plans, schedules, assigns, evaluates, and directs the programs and the work of behavioral health clinical staff.
- Provides direction and oversight for clinical behavioral health programs and activities, such as Drug Medi-Cal, Harm Reduction Program, crisis response team, and school-based counseling services.
- Provides crisis services, including on call 24/7 and/or supervising on call staff 24/7.
- Develops and interprets policies and procedures for all assigned programs.
- Advises staff on the interpretation and application of departmental policies and behavioral health laws and regulations.
- Interprets policies and regulations for the public.
- Assists with the development and monitoring of program budgets for assigned programs and services.
- Develops or analyzes information concerning community health needs, including the coordination and interpretation of statistical data.
- Evaluates the effectiveness of existing practices and helps formulate new policies and practices.
- Performs program planning and development work.
- Reviews funding opportunities and assists with grant development and administration.
- Prepares reports and correspondence.
- Acts as a consultant to outside agencies.
- Represents the department in meetings with other government, community, and state agencies.
- Convenes and facilitates community collaboratives.
- Serves as an advisor to the Behavioral Health Director.

### **TYPICAL PHYSICAL REQUIREMENTS**

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

### **TYPICAL WORKING CONDITIONS**

Work is usually performed in an office, school, or institutional environment; frequent contact with staff and the public. Incumbents may be required to drive in remote areas of the County in all weather conditions.

### **DESIRABLE QUALIFICATIONS**

Knowledge of:

- Thorough knowledge of co-occurring disorders including harm reduction philosophy and concepts concerned with providing a unified SUD/MH program.
- Thorough knowledge of MHSA, State, Federal and Private funding that may have regulations and protocols.
- Federal, State and local laws, regulations, policies and standards pertaining to County Behavioral Health and Substance Use Disorder programs, including those pertaining to an individual's legal rights.
- Available community resources for substance use and mental health services and social supports
- Principles of program development and evaluation.
- Harm Reduction and Strength Based treatment models and philosophies
- Program planning, development, and administration.
- Principles and practices of budget development and expenditure control
- Principles of supervision, training, and performance evaluation.
- Applicable state and federal guidelines and regulations.

Ability and willingness to:

- Assist the Director of Behavioral Health with the management and administration of the Department.
- Plan, organize, develop, and manage programs and services.
- Supervise, train, evaluate and motivate assigned professional and support staff.
- Perform a variety of mental health assessments and therapeutic services.
- Provide clinical therapy services.
- Communicate effectively with people from diverse ethnic and socioeconomic backgrounds.
- Explain complex and technical terminology and concepts in an understandable and non-threatening manner.
- Direct the establishment and maintenance of a variety of personal, medical, and administrative records, clinical documentation, and related materials.
- Effectively represent the Behavioral Health Department in contacts with clients, the public, community organizations, other County staff, and other government organizations.
- Establish and maintain a positive and encouraging work environment.
- Develop, organize, analyze, and interpret statistical data.
- Develop and administer a budget and control expenditures.
- Communicate effectively orally and in writing, including the preparation of clear, concise narrative reports.
- Establish and maintain cooperative working relationships with those colleagues, supervisors, and customers/clients.
- Regularly work well under pressure, meeting multiple and sometimes conflicting deadlines.

**Training and Experience:**

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

- Three (3) years of licensed clinical experience at a level equivalent to Mental Health Clinician
- Completion of Master's degree in psychology, social work, counseling, public health, nursing or closely related fields from an accredited college or university
- "In-kind experience" in a Public Mental Health/SUD system can also, under certain circumstances, fulfill this requirement.
- Possession of, or ability to obtain, an appropriate valid California Driver's License.

This job specification should not be construed to imply that these requirements are the exclusive standards of the position. Not all duties are necessarily performed by each incumbent. Additionally, incumbents will be required to follow instructions and to perform other job related duties as may be required.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    October 17, 2023

**Departments: County Administrative Office**

**TIME REQUIRED**    5 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Sandra Moberly, County  
Administrative Officer

**SUBJECT**            Amendment to Agreements  
                          Regarding Terms and Conditions of  
                          Employment to Reflect  
                          Reimbursement for Moving Expenses

**AGENDA DESCRIPTION:**

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

Proposed resolutions approving an Amendment to the Agreement Regarding Terms and Conditions of Employment for Tyrone Grandstrand, Housing Opportunities Manager, Christine Bouchard, Assistant County Administrative Officer, and Michael Martinez, Director of Information Technology. The amendments add reimbursement for moving expenses, which was previously approved by the Board and inadvertently omitted from the original Agreements.

**RECOMMENDED ACTION:**

Announce Fiscal Impact. Adopt Resolutions approving Amendment to Agreements Regarding Terms and Conditions of Employment of Tyrone Grandstrand, Christine Bouchard, and Michael Martinez. Authorize the Board Chair to execute said Amendments on behalf of the County.

**FISCAL IMPACT:**

The Amendment provides Mr. Grandstrand, Ms. Bouchard and Mr. Martinez up to \$5,000 reimbursement for moving expenses, which must be reimbursed pro-rata if any of them voluntarily separates from employment within two years. This reimbursement is subject to income tax and subject to withholding from the employees' paychecks.

**CONTACT NAME:** Sandra Moberly

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES    NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">Resolution - Grandstrand</a>

[Amendment - Grandstrand](#)

[Resolution - Bouchard](#)

[Amendment - Bouchard](#)

[Resolution - Martinez](#)

[Amendment - Martinez](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
10/12/2023 8:42 AM	County Counsel	Yes
10/12/2023 2:23 PM	Finance	Yes
10/12/2023 2:25 PM	County Administrative Office	Yes



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

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 Janet Dutcher  
 CPA, CGFM, MPA  
**HEALTH AND HUMAN SERVICES**  
 Kathryn Peterson  
**INFORMATION TECHNOLOGY**  
 Mike Martinez  
**PROBATION**  
 Karin Humiston  
**PUBLIC WORKS**  
 Paul Roten

To: Board of Supervisors

From: Sandra Moberly, County Administrative Officer

Date: October 17, 2023

Re: Amendment to Agreements Regarding Terms and Conditions of Employment to Reflect Reimbursement for Moving Expenses

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

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

**Discussion**

The terms and conditions for Tyrone Grandstrand, Housing Opportunities Manager, Christine Bouchard, Assistant County Administrative Officer, and Michael Martinez, Director of Information Technology were previously approved by the Board. After Board approval, County Counsel noted that the contracts were missing the provision for moving expenses which was previously approved by the Board and inadvertently omitted from the original Agreements. County Counsel has revised the agreements to include the omitted language.



**RESOLUTION NO. R23-**

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

**WHEREAS**, the Mono County Board of Supervisors has the authority under Section 25300 of the Government Code to prescribe the compensation, appointment, and conditions of employment of County employees;

**NOW, THEREFORE, BE IT RESOLVED** by the Mono County Board of Supervisors, that the Agreement and First Amendment to Agreement Regarding Terms and Conditions of Employment of Tyrone Grandstrand, a copy of which is attached hereto as an exhibit and incorporated herein by this reference as though fully set forth, is hereby approved and the compensation, appointment, and other terms and conditions of employment set forth in that Agreement are hereby prescribed and shall govern the employment of Tyrone Grandstrand. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

**PASSED AND ADOPTED** this 17<sup>th</sup> day of October, 2023, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

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

APPROVED AS TO FORM:

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



**AGREEMENT AND FIRST AMENDMENT TO  
AGREEMENT REGARDING TERMS AND CONDITIONS OF EMPLOYMENT  
OF TYRONE GRANDSTRAND**

This Agreement and First Amendment is entered into by and between Tyrone Grandstrand and the County of Mono (collectively “the parties”) for the purpose of amending the Agreement Regarding Terms and Conditions of Employment of Tyrone Grandstrand as Housing Opportunities Manager for Mono County entered into on or about October 3, 2023 (“the Agreement”).

**I. RECITALS**

- A. The County has hired Tyrone Grandstrand to serve as Housing Opportunities Manager in accordance with the terms and conditions of the Agreement.
- B. The County now wishes to amend the Agreement to provide reimbursement for up to \$5,000 in moving expenses.

**II. AGREEMENT**

**NOW, THEREFORE**, the parties agree to amend the Agreement as follows:

- 1. The following is added to Section 3 of the Agreement:

“In addition, Mr. Grandstrand shall be entitled to a one-time reimbursement of the costs of his and/or his family’s moving expenses to relocate to Mono County in an amount equal to actual costs, but not-to-exceed \$5,000. To receive such reimbursement, Mr. Grandstrand shall submit an invoice or other documentation of the amount paid. If Mr. Grandstrand voluntarily terminates his employment with Mono County within two years of his start date, he must repay to the County a pro-rata portion of the moving expenses reimbursement that he receives.”

- 2. 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 as of October 17, 2023.

**EMPLOYEE**

**THE COUNTY OF MONO**

\_\_\_\_\_  
Tyrone Grandstrand

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

APPROVED AS TO FORM:

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County Counsel



**RESOLUTION NO. R23-**

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS APPROVING AN AMENDMENT TO THE  
AGREEMENT PRESCRIBING THE COMPENSATION, APPOINTMENT,  
AND CONDITIONS OF EMPLOYMENT OF CHRISTINE BOUCHARD**

**WHEREAS**, the Mono County Board of Supervisors has the authority under Section 25300 of the Government Code to prescribe the compensation, appointment, and conditions of employment of County employees;

**NOW, THEREFORE, BE IT RESOLVED** by the Mono County Board of Supervisors, that the Agreement and First Amendment to Agreement Regarding Terms and Conditions of Employment of Christine Bouchard, 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 Christine Bouchard. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

**PASSED AND ADOPTED** this 17<sup>th</sup> day of October, 2023, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

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

APPROVED AS TO FORM:

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

**AGREEMENT AND FIRST AMENDMENT TO  
AGREEMENT REGARDING TERMS AND CONDITIONS OF EMPLOYMENT  
OF CHRISTINE BOUCHARD**

This Agreement and First Amendment is entered into by and between Christine Bouchard and the County of Mono (collectively “the parties”) for the purpose of amending the Agreement Regarding Terms and Conditions of Employment of Christine Bouchard as Assistant County Administrative Officer for Mono County entered into on or about September 5, 2023 (“the Agreement”).

**I. RECITALS**

- A. The County has hired Christine Bouchard to serve as Assistant County Administrative Officer in accordance with the terms and conditions of the Agreement.
- B. The County now wishes to amend the Agreement to provide reimbursement for up to \$5,000 in moving expenses.

**II. AGREEMENT**

**NOW, THEREFORE**, the parties agree to amend the Agreement as follows:

- 1. The following is added to Section 3 of the Agreement:

“In addition, Ms. Bouchard shall be entitled to a one-time reimbursement of the costs of her and/or her family’s moving expenses to relocate to Mono County in an amount equal to actual costs, but not-to-exceed \$5,000. To receive such reimbursement, Ms. Bouchard shall submit an invoice or other documentation of the amount paid. If Ms. Bouchard voluntarily terminates her employment with Mono County within two years of her start date, she must repay to the County a pro-rata portion of the moving expenses reimbursement that she receives.”

- 2. 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 as of October 17, 2023.

**EMPLOYEE**

**THE COUNTY OF MONO**

\_\_\_\_\_  
Christine Bouchard

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

APPROVED AS TO FORM:

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County Counsel



**RESOLUTION NO. R23-**

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS APPROVING AN AMENDMENT TO THE  
AGREEMENT PRESCRIBING THE COMPENSATION, APPOINTMENT,  
AND CONDITIONS OF EMPLOYMENT OF MICHAEL M. MARTINEZ**

**WHEREAS**, the Mono County Board of Supervisors has the authority under Section 25300 of the Government Code to prescribe the compensation, appointment, and conditions of employment of County employees;

**NOW, THEREFORE, BE IT RESOLVED** by the Mono County Board of Supervisors, that the Agreement and First Amendment to Agreement Regarding Terms and Conditions of Employment of Michael M. Martinez, 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 Michael M. Martinez. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

**PASSED AND ADOPTED** this 17<sup>th</sup> day of October, 2023, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

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

APPROVED AS TO FORM:

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

**AGREEMENT AND FIRST AMENDMENT TO  
AGREEMENT REGARDING TERMS AND CONDITIONS OF EMPLOYMENT  
OF MICHAEL M. MARTINEZ**

This Agreement and First Amendment is entered into by and between Michael M. Martinez and the County of Mono (collectively “the parties”) for the purpose of amending the Agreement Regarding Terms and Conditions of Employment of Michael M. Martinez as Information Technology Director for Mono County entered into on or about September 5, 2023 (“the Agreement”).

**I. RECITALS**

- A. The County currently employs Michael M. Martinez as Information Technology Director in accordance with the terms and conditions of the Agreement.
- B. The County now wishes to amend the Agreement to provide reimbursement for up to \$5,000 in moving expenses.

**II. AGREEMENT**

**NOW, THEREFORE**, the parties agree to amend the Agreement as follows:

- 1. The following is added to Section 3 of the Agreement:

“In addition, Mr. Martinez shall be entitled to a one-time reimbursement of the costs of his and/or his family’s moving expenses to relocate to Mono County in an amount equal to actual costs, but not-to-exceed \$5,000. To receive such reimbursement, Mr. Martinez shall submit an invoice or other documentation of the amount paid. If Mr. Martinez voluntarily terminates his employment with Mono County within two years of his start date, he must repay to the County a pro-rata portion of the moving expenses reimbursement that he receives.”

- 2. 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 as of October 17, 2023.

**EMPLOYEE**

**THE COUNTY OF MONO**

\_\_\_\_\_  
Michael M. Martinez

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

APPROVED AS TO FORM:

---

County Counsel





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    October 17, 2023

**Departments: Clerk / Recorder / Registrar / Clerk of the Board of Supervisors**

**TIME REQUIRED**    20 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Queenie Barnard, Clerk-Recorder-  
Registrar-Clerk of the Board of  
Supervisors

**SUBJECT**            Department Overview - Clerk /  
Recorder / Registrar / Clerk of the  
Board of Supervisors

**AGENDA DESCRIPTION:**

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

Presentation by Queenie Barnard regarding the Clerk / Recorder / Registrar / Clerk of the Board of Supervisors Overview.

**RECOMMENDED ACTION:**

None, informational only. Provide any desired direction to staff.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Queenie Barnard

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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

Time	Who	Approval
10/5/2023 3:37 PM	County Counsel	Yes
10/12/2023 1:51 PM	Finance	Yes
10/12/2023 2:13 PM	County Administrative Office	Yes





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

# REGULAR AGENDA REQUEST

Print

**MEETING DATE**    October 17, 2023

**Departments: Emergency Medical Services**

**TIME REQUIRED**    30 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Bryan Bullock, Chief Emergency  
Medical Services

**SUBJECT**            Department Overview - Emergency  
Medical Services

## AGENDA DESCRIPTION:

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

Presentation by Bryan Bullock regarding Emergency Medical Services Department Overview.

## RECOMMENDED ACTION:

None, informational only. Provide any desired direction to staff.

## FISCAL IMPACT:

None.

**CONTACT NAME:** Bryan Bullock

**PHONE/EMAIL:** 7609244632 / bbullock@mono.ca.gov

## SEND COPIES TO:

## MINUTE ORDER REQUESTED:

YES  NO

## ATTACHMENTS:

Click to download
<a href="#">Presentation</a>

### History

Time	Who	Approval
9/18/2023 1:07 PM	County Counsel	Yes
9/18/2023 1:42 PM	Finance	Yes
10/12/2023 1:48 PM	County Administrative Office	Yes



# *MONO COUNTY EMS*

## **Department Overview**



### Our Mission

To Serve With CARE  
Compassion. Accountability. Respect. Excellence.

### Vision

To be the best emergency medical services organization.

### Values

WE ARE  
PROFESSIONALS

- Honesty, Fairness and Integrity
- Understanding and Compassionate for Others
- Effective, Efficient Service Delivery
- Appearance and Behavior

WE ARE ALL VALUED  
MEMBERS

- Openly Communicate at all Levels
- Positive Team Environment
- Input is Valued
- Respect and Compassion for One Another

WE STRIVE  
FOR EXCELLENCE

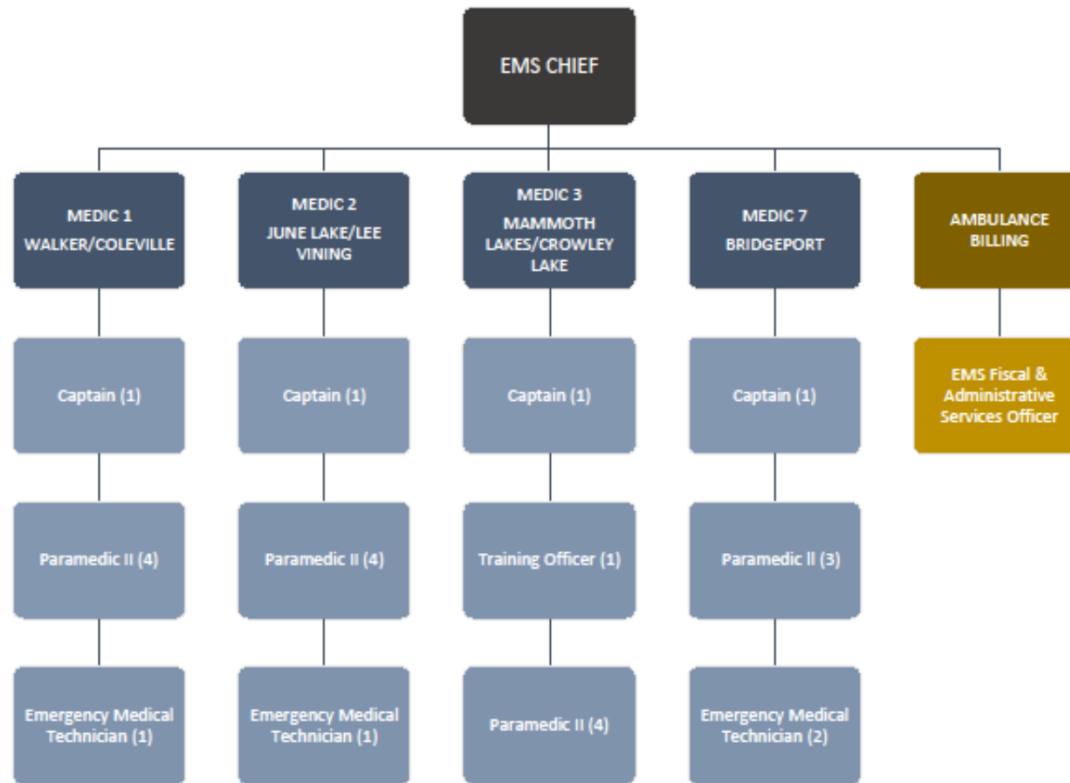
- Embrace Change
- Personal Health and Fitness
- Education and Professional Development
- Training and Preparedness

# ORGANIZATION CHART



## EMERGENCY MEDICAL SERVICES – FY2023-24

Departmental Organizational Chart



DIVISIONS

EMERGENCY RESPONSE

REVENUE SERVICES



## *M1 STAFF*

- **Medic 1 (Walker) - Captain Mike Sharrar**
  - Tyler Stockdale
  - Wesley Harrison
  - Wade Rowley
  - Open
  - Blake Fisher





# MONO COUNTY

## M2 STAFF

- **Medic 2 (June Lake) - Captain Kevin Smith**
  - Kyle Rose
  - Sean Macedonio
  - Aaron Rowley
  - T.O. Alex Vaught
  - Zac Creager

# PARAMEDIC RESCUE





## *M3 STAFF*

- **Medic 3 (Mammoth) - Captain Alex Johnson**
  - **Brooke Schrader**
  - **Phil Wesseler**
  - **Brandon Adams**
  - **Emily Fedorko**
  - **Nick Escallier**



## *M7 STAFF*

- **Medic 7 (Bridgeport) - Captain Luke Lydiard**
  - John Almeida
  - Daren Kee
  - Lundy Schneider
  - Fletcher Buccowich
  - Open

*STATIONS*  
& *SHIFTS*

---

STATIONS

---

**Walker (Medic One)**

---

**June Lake (Medic Two)**

---

**Mammoth Lakes (Medic Three)**

---

**Bridgeport (Medic Seven)**

---

SHIFTS

---

**Red Shift (24/7)**

---

**Green Shift (24/7)**

---

**Blue Shift (24/7)**

# *FLEET & EQUIPMENT*

## Fleet

- **4 24/7 Primary ALS Ambulances**
- **2 Back-up ALS Ambulances**
- **1 Command Vehicle**
- **1 Training Vehicle**

## Equipment

- **6 Zoll Heart Monitors**
- **4 New Gurneys & Load Systems**



**CALL**  
**VOLUME**

**For FY 22-23 total calls – 2,229**

**Billable Runs – 1,219**

**- Medical/Trauma Calls**

**- Mutual Aid Calls**

**- Fire Support**

**- Airport Transfers**

**- Blood Draws**

**- Long Distance Transfers**

**- Welfare Checks**

**- Behavioral Health Calls (Mobile  
Crisis Response Team)**

**- Jail Calls**

**- Walk-ins**



# Mono County EMS Billing & Collections



# History

- All EMS coding & billing was brought back “in house” on 3/1/2014
- EMS Department was formed in October 2017 and no longer in the Tax Collectors office
- All coding and billing processes are handled by 1 staff member.
- I am certified thru the National Academy of Ambulance Coding (NAAC) which includes Coding, Compliance and Privacy



# Coding and Billing Process

1. The Captains and EMS staff review and approve each transport. Each call goes thru a Q & A process.
2. The call is then reviewed, and all billing information is verified. It is then coded with procedures, symptoms or diagnoses codes and also billing codes.
3. The patient or insurance is then billed. Some insurance billing is done electronically, and some are still sent on paper.
4. After insurance has processed, any remaining balance is then billed to the patient. We are only obligated to accept Medicare, Medi-Cal and workers comp payments as payment in full. We are not contracted with any insurance company.
5. Patients are billed on a 30/60/90/120 day schedule before being classified as in "collections".



## Billing & Collection Tools



- Access to Mammoth Hospitals demographic and insurance system
- Payorlogic
- Phone calls
- Letters
- Small claims judgement
- Bank account seizure
- Intercept program thru Franchise Tax Board



# Future collection options

- Discount/Hardship programs
- Use of a collection agency
- Expanding subscription program

# Total Billed & Collected

- 2022/2023 FY
- Total billable calls –1219
- Total Charged - \$4,091,376.25
- Total Collected
  - Actual Payments – \$1,202,844.25
  - Adjustments - \$1,349,138.07
- Overall collection rate 63%

# Payer Mix

- Medicare (29% payer mix)
  - Total Charged – \$1,232,389.01
  - Totals Adjustments – \$873,102.14 (71% adjustment)
  - Total Payments – \$181,922.98
  - Balance – \$177,363.89
- Medi-Cal (14% payer mix)
  - Total Charged - \$578,013.33
  - Total Adjustments - \$412,086.00 (72% adjustment)
  - Total Payments - \$22,747.22
  - Balance - \$143,180.11
- Subscription (0% payer mix)
  - Total Charged – \$19,737.95
  - Totals Adjustments – \$7,076.99 (36% adjustment)
  - Total Subscription Adjustments – \$11,191.09 (57% adjustment)
  - Total Payments – \$1,469.87
  - Balance – \$0.00

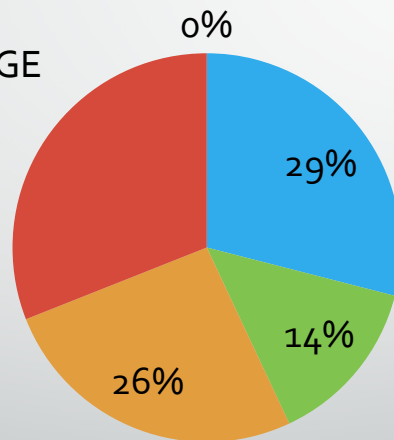
## Payer Mix (cont.)

- Commercial (26% payer mix)
  - Total Charged - \$1,039,031.75
  - Totals Adjustments – \$45,981.22 (5% adjustment)
  - Total Payments – \$369,809.24
  - Balance – \$623,241.29
- Private or Self Pay (31% payer mix)
  - Total Charged - \$1,222,204.21
  - Totals Adjustments – \$ 0.00
  - Total Payments – \$626,595.57
  - Balance – \$595,608.64

# Payer Mix

## Breakout

[PERCENTAGE  
]



- Medicare
- Medi-CAL
- Commercial/Auto
- Private Pay
- Subscription



Questions & Comments

**WHAT DO**  
**WE DO?**

**Medical & Traumatic 911 Response**

**Search & Rescue Response**

**Disaster Response (Avalanche, Fires, Flooding)**

**Ice Rescue**

**Low Angle Rescue**

**Blood Draws**

**Blood Pressure Clinics**

**COVID Vaccination Clinics**

**Ebola**

**BH Mobile Crisis Unit**

**MHOAC**



## SEARCH & RESCUE

- **Back Country**
- **Rivers & Lakes**
- **Mine Shafts**
- **Low Angle Rescue**



# EVENT STANDBYS

- Mammoth Grand Prix
- Mammoth Motocross
- Grand Fondo
- 4th of July
- June Lake Triathlon
- Mammoth Trail Fest





## *COMMUNITY INVOLVEMENT*



- **CPR training for High School students and faculty.**
- **CPR training for local fire department.**
- **AED training for County employees.**
- **4<sup>TH</sup> of July Parade.**
- **BP Clinics.**

## *AGENCY INVOLVEMENT*

- **Every 15 minutes.**
- **MCI Drills.**
- **Active Shooter Drills.**
- **EMS Training for local fire departments.**
- **BH Mobile Crisis Unit Response.**
- **Mutual Aid Agreements with EFFD & MWTC.**



## *TRAINING*

- **Affiliation with REMSA Training Center.**
- **We now have 2 PALS Instructors, 5 ACLS Instructors, and 5 BLS Instructors.**
- **CPR Training for School Districts & Fire Districts.**
- **HRT Collaboration with CHP**
- **Rescue Training for Department**
- **Field Training Officers**
- **Safety/Compliance Officer**





# GOALS

PROVIDE	Provide the best possible care to the residence and visitors of Mono County.
TRAIN	Train all staff members with updated techniques using the most up to date training equipment.
PROVIDE	Provide training to other agencies and departments within Mono County.
INCREASE	Increase billable revenue by staying up to date with regulations, attending conferences geared towards enhancing how we bill, and keeping staff up to date with patient reporting guidelines.
INCREASE	Increase our subscription program.
PROVIDE	Provide AED training for the employees of Mono County.



*QUESTIONS FROM YOU?*



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    October 17, 2023

**TIME REQUIRED**

**SUBJECT**                    Closed Session - Labor Negotiations

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

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

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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

Time	Who	Approval
10/5/2023 3:37 PM	County Counsel	Yes
8/23/2023 1:52 PM	Finance	Yes
10/5/2023 3:37 PM	County Administrative Office	Yes



